



LEGAL COMMITTEE MEETING AGENDA
Monday, AUGUST 31, 2026 AT 2:00 P.M.
City Hall - Mike Mathews Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Christina Arnold
Vice Chair: Riley R. Armstrong
Members: Juan Oropesa
Ed Heldenbrand
Angela Moore
Staff Liaison: C. Josh Nairn-Mahan

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

1. Approval of Agenda for August 31, 2026 Legal Committee Meeting.

APPROVAL OF MINUTES

2. Approval of the minutes for July 23, 2026.

NON-ACTION ITEMS

3. Community Development
4. HR Monthly Report
5. Safety Monthly Report
6. July Clerks Monthly Report
7. Legal Monthly Report-August
8. Discussion: Constituent Services Coordinator (Garcia)
9. Discussion: Remote Appearance for Open Meetings. (Garcia)

REGULAR ITEMS

10. Resolution 26-XX Regarding consider recommending adoption of Resolution 26-xx. A New Multi-Generational Area, The Spring River Zoo, Roswell Adult Center, And Peppermint Park. (Arnold/Halvorson)
11. Consider recommending approval to enter into lease agreement with The Roswell Invaders for a 5 yr period. (Jessica Vickers/Omarr Mendoza)

TABLED ITEMS

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

14. 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)

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: **August 28, 2026**

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/994272373>

You can also dial in using your phone.

Access Code: 994-272-373

United States: +1 (872) 240-3412

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Approval of Agenda 1.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

DEPARTMENT NAME:

Approval of Agenda for August 31, 2026 Legal Committee Meeting.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Approval of Minutes 2.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

DEPARTMENT NAME:

Approval of the minutes for July 23, 2026.

Attachments

Draft Minutes for July 23, 2026

1 **Regular Meeting of the Legal Committee**
2 **Held at City Hall, Mike Mathews Conference Room**
3 **Thursday July 23, 2026**
4

5 Notice of this meeting was given to the public in compliance with NMSA 1978 §10-15-1
6 through 4 and Resolution 26-12.
7

8 **ROLL CALL**

9 The meeting convened at 2:00 p.m. with Chair Cavin presiding, Vice Chair Arnold,
10 Councilor Heldenbrand, and Councilor Oropesa present. Councilor Moore absent.
11

12 Staff present: Amalia Martinez, Angela Garcia, Omar Gonzalez, Jessica Vickers, Michelle
13 Sanchez, Clint Caldwell, Debbie Reyer, Toby Franco, Derek Washichek, Steve Chavez, Paul
14 Vigil, Bobbi Thompson, Mayor Jennings, Abraham Chaparro, Shelly Bell, Michael Vickers,
15 Vicky Eaton, Shawna Van Dyke.
16

17 Guests present: Rita Kane Doerhoefer, Jerry Whitaker, Kevin Wilson, John Berry, Mike
18 Espiritu, Jessica Boad, Terry Harber, Robert Corn, Greg Graves.
19

20 Public present via GoToMeeting: 8 guests, Dina, Juliana Halvorson, TJ Conyers, VM, VRV,
21 Vanessa Sanchez and Zachary Scott.
22

23 **APPROVAL OF AGENDA**

24 Councilor Heldenbrand made a motion to approve the agenda as is. Councilor Arnold was
25 the second. A voice vote was taken, and the motion passed unanimously, 4-0.
26

27 **FOR THE RECORD:** Councilor Moore joined the meeting via GoTo at 2:02 p.m. but was
28 not able to communicate.
29

30 **APPROVAL OF MINUTES**

- 31 1. Councilor Arnold moved to accept the June 25, 2026 minutes as is. Councilor
32 Oropesa was the second. A voice vote was taken, and the motion passed 4-0. No
33 response was received from Councilor Moore.
34

35 **NON-ACTION ITEMS**

- 36 2. Community Development Monthly Report
37 3. Clerks Monthly Report
38 4. Legal Department Monthly Report
39 5. Human Resources Department Monthly Report
40 6. Safety Department Monthly Report
41

42 **REGULAR ITEMS**

- 43 7. **Consider recommending approval to advertise for a public hearing for Ordinance**
44 **26-08: An Ordinance to amend fines and penalties through City of Roswell's Code**
45 **of Ordinances.** The item was presented by: Josh Nairn-Mahan.
46

Councilor Heldenbrand made a motion to consider recommending approval to advertise for a public hearing for Ordinance 26-08: An Ordinance to amend fines and penalties through City of Roswell's Code of Ordinances to City Council for placement on the Consent Agenda. Councilor Arnold was the second. A voice vote was taken and motion passed 4-0. No response was received from Councilor Moore.

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.** The item was presented by: Mike Espiritu.

Councilor Heldenbrand made a motion to recommend 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 to the Special City Council meeting directly following the Legal Committee meeting. Councilor Oropesa was the second. A voice vote was taken. The motion passed 4-0. No response was received from Councilor Moore.

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.** The item was presented by: Mike Espiritu.

Councilor Heldenbrand made a motion to recommend for 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 to Special City Council meeting directly following the Legal Committee meeting. Councilor Oropesa seconded the motion. Voice vote was taken. The motion passed 3-1, with Councilor Arnold voting in opposition. No response was received from Councilor Moore.

10. **Consider recommending adoption of Resolution 26-XX shall require the removal or demolition of two (2) dilapidated structures.** The item was presented by: Today Franco.

Councilor Arnold made a motion to recommend adoption of Resolution 26-XX shall require the removal or demolition of two (2) dilapidated structures to City Council for placement on the Consent Agenda. Councilor Oropesa was the second. A voice vote was taken and passed 4-0. No response was received from Councilor Moore.

TABLED ITEMS

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

This item remained tabled and no action was taken.

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.**

1
2 This item remained tabled and no action was taken.

- 3 13. **Consider recommending approval to advertise for a public hearing for**
4 **Ordinance 26-XX: An Ordinance authorizing the sale of Hangar 91, located at**
5 **99 Will Rogers Rd, consisting of a 21,544 square-foot hangar only, for**
6 **\$250,000.00 upon the terms set forth in the Purchase and Sale Agreement and**
7 **authorizing the City Manager and/or the Mayor to finalize an appropriate**
8 **ground lease consistent with the material terms set forth below.**

9
10 This item remained tabled and no action was taken.

11
12 **CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS**

13 NONE

14
15 **PUBLIC PARTICIPATION**

16 NONE

17
18 **CLOSED SESSION:** Councilor Heldenbrand moved to enter Closed Session at 3:08 p.m.
19 pursuant to NMSA 1978 § 10-15-1H (7), to discuss attorney-client privilege pertaining to
20 threatened or pending litigation in which the City of Roswell is or may become a participant.
21 Councilor Arnold was the second. A voice vote was taken, and the motion passed 4-0. No
22 response was received from Councilor Moore.

23
24 **RETURN FROM CLOSED SESSION:** Councilor Arnold moved to reconvene the meeting
25 at 3:49 p.m., seconded by Councilor Heldenbrand. A voice vote was taken, and the motion
26 passed 4-0. Councilor Moore did not respond to the vote.

27
28 **ADJOURN**

29 The meeting adjourned at 3:50 p.m.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly July 2026

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: July 2026

CODE ENFORCEMENT	This Month	This Month 2025	YTD*	2025 YTD*
Notices Mailed	780	833	780	833
Voluntary Compliance	362	373	362	373
No. of Cases Filed in Municipal Court	17	15	17	15
No. Cases Dismissed by Officer	1	3	1	3
Resolution	20	55	20	55
Weeds	481	672	481	672
Inoperable Vehicles	54	14	54	14
Litter	52	16	52	16
Unsanitary Premises	48	44	48	44
Signs	3	5	3	5
Zoning	8	6	8	6
Obstructions	16	8	16	8
Public Nuisances	118	68	118	68
Garage Sales No permit	0	0	0	0

BUSINESS LICENSES	This Month	This Month 2025	YTD*	2025 YTD*
Total Licenses Issued	130	166	130	166
Renewed Licenses	98	98	98	98
New Licenses	20	36	20	36
Temporary Permits Issued	12	32	12	32
Receipts	\$5,736.00	\$7,977.00	\$5,736.00	\$7,977.00

*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	5	3	5	3
Residential - Other	19	44	19	44
Commercial-New	0	1	0	1
Commercial - Other	19	11	19	11
Total Permits Issued	43	59	43	59
Total Fees Collected	\$45,055.50	\$44,748.00	\$45,055.50	\$44,748.00

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Plumbing & Mechanical Permits—Residential	47	63	47	63
Plumbing & Mechanical Permits—Commercial	7	17	7	17
Total Permits Issued	54	80	54	80
Total Fees Collected	\$2,729.00	\$3,514.50	\$2,729.00	\$3,514.50

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Electric Permits—Residential	0	30	0	30
Electric Permits—Commercial	0	12	0	12
Total Permits Issued	0	42	0	42
Total Fees Collected	\$0	\$4,915.00	\$0	\$4,915.00

*Figures calculated to reflect FYTD

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

DEPARTMENT NAME:

HR Monthly Report

Attachments

HR Monthly Report
Personnel Monthly Changes
Employee Turnover Report



AUGUST 2026 HUMAN RESOURCES MONTHLY REPORT

For the month of July, the City hired 22 new employees, 9 promotions and 29 exits which includes 1 retirement.

Our turnover rate for the month of July is 4.3% and for the year so far is 23.1%.

Our Vacancy Rate is 5.1%.

Payroll count for 07/24/2026 – 08/06/2026 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 8

Total paid employees -662

Total employees - 670

City of Roswell, NM
Personnel Changes for the Month of
JULY 2026

	FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM				
	NEW HIRE				
	Date	Name	Position	Department	Status
1	7/6/2026	ROBERTA LOPEZ	CUSTOMER SERVICE CLERK	WATER - CUSTOMER SERVICE	FT
2	7/10/2026	HOLLEE KING	EMT BASIC	PUBLIC SAFETY	FT
3	7/10/2026	ANTONIO MENDOZA	FIREFIGHTER 1	FIRE	FT
4	7/13/2026	TATUM SOSA	LIFEGUARD 1 - PT	RECREATION	PT
5	7/13/2026	ERIC DE LA CERDA	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
6	7/17/2026	ADRIAN VILLA	LIFEGUARD 1 - PT	RECREATION	PT
7	7/17/2026	ROSARIO TARIN MEDINA	POLICE RECRUIT	POLICE DEPARTMENT	FT
8	7/17/2026	ALYSSA HERNANDEZ	EMT BASIC PT	PUBLIC SAFETY	PT
9	7/20/2026	WILLIAM CORMAN	ZOO KEEPER	ZOO	FT
10	7/20/2026	DAVID AVILA	EQUIPMENT OPERATOR	LANDFILL	FT
11	7/20/2026	JASON CADENA	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
12	7/24/2026	EDUARDO MARTINEZ	FIREFIGHTER RECRUIT	FIRE	FT
13	7/24/2026	ROMAN DURAN	FIREFIGHTER RECRUIT	FIRE	FT
14	7/24/2026	YANDEL MENDEZ	FIREFIGHTER RECRUIT	FIRE	FT
15	7/24/2026	NICHOLAS TARIN	FIREFIGHTER RECRUIT	FIRE	FT
16	7/24/2026	ABRAHAM TOSCANO	FIREFIGHTER RECRUIT	FIRE	FT
17	7/24/2026	ANGEL CHAVEZ	FIREFIGHTER RECRUIT	FIRE	FT
18	7/24/2026	JOSIAH DURAN	FIREFIGHTER RECRUIT	FIRE	FT
19	7/24/2026	AARON TRUJILLO	FIREFIGHTER RECRUIT	FIRE	FT
20	7/24/2026	JASUS MEZA	FIREFIGHTER RECRUIT	FIRE	FT
21	7/27/2026	CHRISTOPHER GUSMAN	VEHICLE OPERATOR TRANSIT	TRANSIT	FT
22	7/31/2026	TIA COLTER	EMT BASIC	PUBLIC SAFETY	FT
	TRANSFERS				
	Date	Name	Position	Department	Status
	PROMOTIONS				
	Date	Name	Position	Department	Status
1	7/10/26	MARY TORRES	OFFICE ASSISTANT	ANIMAL CONTROL	FT
2	7/10/26	JONAH GAMBOA	POLICE OFFICER 2	POLICE	FT
3	7/24/26	ZACHARY SCOTT	INFORMATION TECHNOLOGY TECH	INFORMATION TECHNOLOGY	FT
4	7/24/26	ALEXIS GUEREQUE	MAINTENANCE WORKER SR. WATER	PUBLIC WORKS	FT
5	7/24/26	ANDREZ AGUILAR	EQUIPMENT OPERATOR WATER	PUBLIC WORKS	FT
6	7/24/26	NESTOR RUBIO	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
7	7/24/26	AIDEN DUNNAHOO	FIREFIGHTER RECRUIT	FIRE	FT
8	7/24/26	PAUL VIGIL	AIRPORT FINANCIAL OFFICER	RIAC	SR
9	7/24/26	SANTIAGO DOMINGUEZ	EQUIPMENT OPERATOR WATER	PUBLIC WORKS	FT
	DEMOTIONS				
	Date	Name	Position	Department	Status
1	7/10/26	TODD VERCIGLIO	CONSTITUENT SERVICES COORDINATOR	ADMINISTRATION	FT
2	7/10/26	LOUIS ROMERO II	UTILITY PROJECT MANAGER	ENGINEERING	SR
3	7/10/26	FERNANDO GARCIA	FIRE LIEUTENANT 1	FIRE	FT
	EXITS				
	Date	Name	Position	Department	Status

1	07/01/2026	TAYLOR DOZIER	LIFEGUARD 1	RECREATION	PT
2	7/1/2026	ESIDRO RAMIREZ	PARKS LABORER	PARKS	TP
3	7/4/2026	ELANA MACIAS	RECREATION AIDE 1 PT	RECREATION	PT
4	7/4/2026	CARMEN GRADO	REC AIDE/LIFEGUARD	RECREATION	TP
5	7/7/2026	MIRANDA TEGEDA	KENNEL WORKER	ANIMAL CONTROL	FT
6	7/7/2026	KENDALL SORIA	ADMIN ASSISTANT SR.	FACILITIES MAINTENANCE	FT
7	7/7/2026	CHARLES "JALEN" GOAR	REC AIDE/LIFEGUARD	RECREATION	TP
8	7/9/2026	CRYSTAL CORRAL	EMERGENCY COMMUNICATIONS DISPATCHER	DISPATCH	FT
9	7/10/2026	RYAN BROMLEY	GROUND MAINTENANCE WORKER SR.	CEMETERY	FT
10	7/11/2026	ISAAH MONTOYA	EMS RECRUIT	PUBLIC SAFETY	FT
11	7/13/2026	SANTANA VIGIL	HUMAN RESOURCES SPECIALIST	HR	FT
12	7/13/2026	MIRANDA CAMPOS	LIFEGUARD 1	RECREATION	PT
13	7/14/2026	MICHAEL JONES	POLICE RECRUIT	POLICE DEPARTMENT	FT
14	7/14/2026	JOSHUA HERNANDEZ	W&S MAINTENANCE WORKER II	PUBLIC WORKS	FT
15	7/15/2026	MIGUEL MOLINA	MAINTENANCE WORKER RIAC	RIAC	FT
16	7/16/2026	JOSHIAH CASTILLO	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
17	7/16/2026	ISAAH MESTAS	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
18	7/16/2026	ESSIAH AVITIA	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
19	7/16/2026	KENYON REESE	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
20	7/17/2026	SHAWN BOGGS	CONSTRUCTION INSPECTOR	ENGINEERING	FT
21	7/19/2026	FRANKIE ANAYA	GOLF SHOP SR ATTENDANT	GOLF	FT
22	7/23/2026	NICHOLAS RUBIO	FAC. MAINTENANCE HVAC SPEC SR.	FACILITIES MAINTENANCE	FT
23	7/23/2026	LUIS ALMANZA	EQUIPMENT OPERATOR STREETS	STREETS	FT
24	7/27/2026	JACIEL PEREZ	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
25	7/28/2026	EDDIE EDWARDS	GROUND MAINTENANCE WORKER GOLF	GOLF	FT
26	7/30/2026	NATALIE HARDWICK	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
27	7/30/2026	TERI ORTIZ	VEHICLE OPERATOR TRANSIT	TRANSIT	FT
28	7/30/2026	AUBRIE BOLANOS	RECREATION AIDE 1 PT	RECREATION	PT
	RETIREMENT				
	Date	Name	Position	Department	Status
1	7/31/26	GREG ETTER	SUPERVISOR WATER	PUBLIC WORKS	SR

Employee Turnover

Period Start Date: 7/1/2026
Period End Date: 7/31/2026

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%
1509	ASSISTANT CITY MANAGER	1	1	0	0.00%
1526	CONSTITUENT SERVICES COORD	1	1	0	0.00%
Location: 4015 CITY CLERK		3	3	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	1	1	0	0.00%
Location: 4021 MUNICIPAL COURT		8	8	0	0.00%
1022	DEPUTY COURT CLERK	4	4	0	0.00%
1023	MUNICIPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	1	1	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4041 FINANCIAL ADMINISTRATION		14	14	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	0	0	0	NaN
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		4	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: 7/1/2026
Period End Date: 7/31/2026

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	1	1	0	0.00%
Location: 4061 HUMAN RESOURCES		8	7	1	13.33%
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%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0	0.00%
1451	HUMAN RESOURCES SPECIALIST	2	1	1	66.67%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
3894	VIGIL, SANTANA	1451101	HUMAN RESOURCES SPECIALIST	7/1/2025	7/13/2026
1465	HR/SAFETY GENERALIST	1	1	0	0.00%
Location: 4071 FACILITIES MAINTENANCE		10	8	2	22.22%
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	0	1	200.00%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
4642	SORIA, KENDALL	1319102	ADMIN. ASSISTANT FACILITIES	12/13/2024	7/7/2026
1379	FAC. MAINTENANCE HVAC SPEC SR.	1	0	1	200.00%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
3967	RUBIO, NICHOLAS	1379101	FACILITIES MAINTENANCE HVAC SPECIALIST SENIOR	1/3/2022	7/23/2026
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%
Location: 4111 POLICE DEPARTMENT		113	113	1	0.88%
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	4	4	1	25.00%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
4904	JONES, MICHAEL	1054113	POLICE RECRUIT	5/8/2026	7/14/2026
1055	POLICE OFFICER 1	26	26	0	0.00%
1056	POLICE OFFICER 2	19	19	0	0.00%
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%

Employee Turnover

Period Start Date: 7/1/2026
Period End Date: 7/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1063	POLICE CHIEF	1	1	0	0.00%
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%
1065	EVIDENCE PROPERTY CUSTODIAN	3	3	0	0.00%
1066	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	92	0	0.00%
---------------------------------------	--	-----------	-----------	----------	--------------

1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1070	FIREFIGHTER RECRUIT	4	13	0	0.00%
1071	FIREFIGHTER 1	14	15	0	0.00%
1072	FIREFIGHTER 2	3	3	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	8	8	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	15	15	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	1	1	0	0.00%
1077	FIRE LIEUTENANT 1	5	5	0	0.00%
1078	FIRE LIEUTENANT 2	11	11	0	0.00%
1079	FIRE LIEUTENANT 3	7	7	0	0.00%
1080	BATTALION CHIEF	3	3	0	0.00%
1081	DEPUTY FIRE CHIEF	2	2	0	0.00%
1082	FIRE CHIEF	1	1	0	0.00%
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		30	31	2	6.56%
-------------------------------------	--	-----------	-----------	----------	--------------

1483	EMS CAPTAIN	1	1	0	0.00%
1493	EMT BASIC	9	11	0	0.00%
1494	EMT ADVANCED	9	9	0	0.00%
1495	EMT PARAMEDIC	6	5	1	18.18%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4939	KING, COURTNEY	1495105	EMT PARAMEDIC	5/29/2026	7/29/2026

1510	EMT BASIC PT	1	2	0	0.00%
1517	EMS RECRUIT	1	0	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4923	MONTROYA, ISAIAH	1517103	EMS RECRUIT	5/29/2026	7/11/2026

1524	EMS LIEUTENANT	3	3	0	0.00%
------	----------------	---	---	---	-------

Location: 4131 PLANNING & ZONING		5	5	0	0.00%
---	--	----------	----------	----------	--------------

1017	COMMUNITY DEVELOPMENT DIRECTOR	1	1	0	0.00%
------	--------------------------------	---	---	---	-------

Employee Turnover



Period Start Date: 7/1/2026
Period End Date: 7/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
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		10	9	1	10.53%
1158	CONSTRUCTION INSPECTOR	1	0	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4916	BOGGS, SHAWN	1158101	CONSTRUCTION INSPECTOR	6/1/2026	7/17/2026
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%
1370	ENGINEERING CONSTRUCTION SUPER	1	1	0	0.00%
1435	PROJECT MANAGER	1	1	0	0.00%
1527	UTILITY PROJECT MANAGER	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%
1464	BUSINESS LICENSE CLERK	1	1	0	0.00%
1519	PLUMBING INSPECTOR	1	1	0	0.00%
1522	BUILDING OFFICIAL	1	1	0	0.00%

Location: 4161 ANIMAL CONTROL		12	11	1	8.70%
1094	OFFICE ASST. ANIMAL CONTROL	1	1	0	0.00%
1095	ANIMAL CONTROL OFFICER	5	5	0	0.00%
1097	KENNEL COORDINATOR	1	1	0	0.00%
1098	KENNEL WORKER	4	3	1	28.57%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4896	TEGEDA, MIRANDA	1098104	KENNEL WORKER	4/20/2026	7/7/2026

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	TECHNICAL SERVICE ASSISTANT	1	1	0	0.00%
1105	LIBRARY ASSISTANT- CIRCULATION	2	2	0	0.00%

Employee Turnover

Period Start Date: 7/1/2026
Period End Date: 7/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
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%
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	31	1	3.17%
-----------------------------	--	-----------	-----------	----------	--------------

1043	CUSTODIAN	1	1	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	10	10	0	0.00%
1128	GROUNDS MAINT WORKER PARKS	10	10	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	2	1	40.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4851	RAMIREZ, ESIDRO	1419102	PARKS LABORER TEMP	3/2/2026	7/1/2026

1505	GROUNDS MAINTENANCE LEAD	1	1	0	0.00%
------	--------------------------	---	---	---	-------

Location: 4232 ZOO		5	6	0	0.00%
---------------------------	--	----------	----------	----------	--------------

1133	LABORER ZOO	1	1	0	0.00%
1134	ZOO KEEPER	1	2	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	16	2	11.76%
----------------------------	--	-----------	-----------	----------	---------------

1139	GROUNDS MAINT. WORKER GOLF	4	3	1	28.57%
------	----------------------------	---	---	---	--------

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4846	EDWARDS, EDDIE	1139102	GROUNDS MAINT. WORKER GOLF	2/17/2026	7/28/2026

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%

Employee Turnover

Period Start Date: 7/1/2026
Period End Date: 7/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1352	OUTSIDE SRVS ATTENDANT GOLF	3	3	0	0.00%
1353	GOLF SHOP SR ATTENDANT	3	2	1	40.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4634	ANAYA, FRANKIE	1436108	BASKETBALL OFFICIAL TEMP	7/21/2025	7/19/2026
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	33	23	10	35.71%
----------------------------------	-----------	-----------	-----------	---------------

1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%
1145	RECREATION AIDE 2	2	2	0	0.00%
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	8	6	2	28.57%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4833	MACIAS, ELANA	1412102	RECREATION AIDE I PART TIME	1/20/2026	7/4/2026
4946	BOLANOS, AUBRIE	1412105	RECREATION AIDE I PART TIME	6/12/2026	7/30/2026
1444	REC AID/LIFEGUARD TEMP	15	7	8	72.73%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4603	HARDWICK, NATALIE	1444111	REC AIDE/LIFEGUARD TEMP	5/8/2026	7/20/2026
4657	PEREZ, JACIEL	1444110	REC AIDE/LIFEGUARD TEMP	5/8/2026	7/27/2026
4721	GRADO, CARMEN	1444115	REC AIDE/LIFEGUARD TEMP	5/26/2026	7/4/2026
4899	CASTILLO, JOSIAH	1444104	REC AIDE/LIFEGUARD TEMP	4/24/2026	7/16/2026
4907	MESTAS, ISAIAH	1444107	REC AIDE/LIFEGUARD TEMP	5/1/2026	7/16/2026
4909	AVITIA, ESSIAH	1444108	REC AIDE/LIFEGUARD TEMP	5/6/2026	7/16/2026
4910	REESE, KENYON	1444109	REC AIDE/LIFEGUARD TEMP	5/8/2026	7/16/2026
4919	GOAR, CHARLES	1444113	REC AIDE/LIFEGUARD TEMP	5/26/2026	7/7/2026

1478	REC INSTRUCTOR-PART TIME	1	1	0	0.00%
1482	RECREATION LEADER SR	1	1	0	0.00%

Location: 4242 RECREATION AQUATIC POOL	11	11	2	18.18%
---	-----------	-----------	----------	---------------

1383	LIFE GUARD 1 PT	8	8	2	25.00%
------	-----------------	---	---	---	--------

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4827	CAMPOS, MIRANDA	1383106	LIFE GUARD 1 PT	1/12/2026	7/13/2026
4888	DOZIER, TAYLOR	1383111	LIFE GUARD 1 PT	4/17/2026	7/1/2026

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%
------	-------------------	---	---	---	-------

Employee Turnover

Period Start Date: 7/1/2026
Period End Date: 7/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
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	22	2	8.89%
1167	MAINTENANCE WORKER STREETS	8	8	1	12.50%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
4886	HERNANDEZ, JOSHUA	1204101	W & S MAINTENANCE WORKER II	8/17/2026	7/14/2026
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	5	4	1	22.22%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
4615	ALMANZA, LUIS	1170104	EQUIPMENT OPERATOR STREETS	10/7/2024	7/23/2026
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%
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%
Location: 4331 AIRPORT - ADMINISTRATION		9	9	0	0.00%
1175	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%
1177	AIR CENTER DEPUTY DIRECTOR	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%
1533	AIRPORT FINANCIAL OFFICER	1	1	0	0.00%
1535	OFFICE MANAGER-CONT PROP COOR	1	1	0	0.00%
Location: 4332 AIRPORT - OPERATIONS		7	6	1	15.38%
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%

Employee Turnover



Period Start Date: 7/1/2026
Period End Date: 7/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1180	MAINTENANCE WORKER RIAC	4	3	1	28.57%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
4612	MOLINA, MIGUEL	1419107	PARKS LABORER TEMP	10/7/2024	7/15/2026
1516	AIRPORT LABORER TEMP	1	1	0	0.00%
Location: 4341 SANITATION		30	31	0	0.00%
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	18	19	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%
1530	SANITATION WORKER TEMP	0	0	0	NaN
Location: 4342 LANDFILL		9	10	0	0.00%
1189	EQUIPMENT OPERATOR	4	5	0	0.00%
1191	SANITATION WORKER	1	1	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%
1532	ACCOUNTING SPECIALIST	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE		15	16	0	0.00%
1193	CUSTOMER SERVICE CLERK	7	8	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		9	9	0	0.00%
1196	WATER PRODUCTION OPERATOR	5	5	0	0.00%
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	1	1	0	0.00%
Location: 4354 PUBLIC WORKS		35	36	1	2.82%
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	1	1	0	0.00%
1205	MAINTENANCE WORKER SR. WATER	4	4	0	0.00%

Employee Turnover

Period Start Date: 7/1/2026
Period End Date: 7/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1206	EQUIPMENT OPERATOR WATER	6	7	0	0.00%
1208	SUPERINTENDENT WATER	1	1	0	0.00%
1209	SUPERVISOR WATER	2	2	1	50.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
	<u>2221 ETTER, GREGORY</u>	1209101	SUPERVISOR WATER	3/8/1994	7/31/2026

1266	UTILITY DIRECTOR	1	1	0	0.00%
1276	UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%
1286	W & S MAINTENANCE WORKER I	11	11	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		10	10	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	4	4	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	0	0	0	NaN

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	9	1	10.53%
--------------------------------	--	-----------	----------	----------	---------------

1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%
1224	GROUNDS MAINT. WORKER CEMETERY	2	2	0	0.00%
1225	GROUNDS MAINT. WORKER SR. CEM.	4	3	1	28.57%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
	<u>4499 BROMLEY, RYAN</u>	1225102	GROUNDS MAINT. WORKER SR. CEM.	3/25/2024	7/10/2026

1226	SUPERINTENDENT CEMETERY	1	1	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
1470	CEMETERY LABORER TEMP	1	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%

Employee Turnover



Period Start Date: 7/1/2026
Period End Date: 7/31/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
----------	-------------	-----------------------------------	---------------------------------	---------------------------------	---------------

1231	VEHICLE OPERATOR TRANSIT	14	14	1	7.14%
------	--------------------------	----	----	---	-------

Employee #	Name	Position Code	Description	Hire Date	Termination Date
------------	------	---------------	-------------	-----------	------------------

4819 ORTIZ, TERI		1231114	VEHICLE OPERATOR TRANSIT	12/22/2025	7/30/2026
--	--	---------	--------------------------	------------	-----------

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		5	5	0	0.00%
--	--	----------	----------	----------	--------------

1233	INFORMATION TECHNOLOGY TECH.	1	1	0	0.00%
------	------------------------------	---	---	---	-------

1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%
------	------------------------	---	---	---	-------

1235	IT TECHNICIAN SR.	2	2	0	0.00%
------	-------------------	---	---	---	-------

1514	SYSTEM ADMINISTRATOR	1	1	0	0.00%
------	----------------------	---	---	---	-------

1531	IT SPECIAL SYSTEMS TECH	0	0	0	NaN
------	-------------------------	---	---	---	-----

Location: 4656 CONSOLIDATED DISPATCH		16	15	1	6.45%
---	--	-----------	-----------	----------	--------------

1236	EMERGENCY COMM. DISPATCHER	2	1	1	66.67%
------	----------------------------	---	---	---	--------

Employee #	Name	Position Code	Description	Hire Date	Termination Date
------------	------	---------------	-------------	-----------	------------------

4881 CORRAL, CRYSTAL		1236101	EMERGENCY COMM. DISPATCHER	4/2/2026	7/9/2026
--	--	---------	----------------------------	----------	----------

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%
------	------------------------------	---	---	---	-------

1528	CERTIFIED EMER COMM DISPATCHER	2	2	0	0.00%
------	--------------------------------	---	---	---	-------

1529	NONCERT EMER COMM DISPATCHER	3	3	0	0.00%
------	------------------------------	---	---	---	-------

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 5.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

DEPARTMENT NAME:

Safety Monthly Report

Attachments

Safety Report

JULY 2026 Safety Report

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	1	0	0	0	0	0	0	3	2
ANIMAL SERVICES	1	1	0	1	1	2	0	0	0	0	0	0	6	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	1	0	0	0	0	0	0	1	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	1	0	0	0	0	0	2	0
FIRE DEPARTMENT	3	2	1	3	3	1	0	0	0	0	0	0	13	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	1	2	0	0	0	0	0	7	1
POLICE DEPARTMENT	3	6	2	1	4	2	7	0	0	0	0	0	25	7
PUBLIC AFFAIRS	0	0	0	0	0	0	1	0	0	0	0	0	1	0
PUBLIC SAFETY/EMS	0	0	0	0	0	0	2	0	0	0	0	0	2	2
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	1	2	0	0	0	0	0	17	6
STREETS	0	1	1	0	1	1	0	0	0	0	0	0	4	2
TRANSIT/FLEET	2	2	3	4	0	0	3	0	0	0	0	0	14	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	1	1	0	0	0	0	0	3	0
TOTALS	11	16	19	19	16	11	19	0	0	0	0	0	111	36

JULY 2026 Safety Report

ACCIDENT OR INCIDENT / 3RD PARTY		
DEPARTMENT	1-Jul	3rd PARTY
ADULT CENTER	0	0
AIR CENTER	0	0
ANIMAL SERVICES	0	0
AQUATIC CENTER	0	0
CEMETERY	0	0
CENTRAL CONTROL	0	0
CITY CLERK	0	0
CODE ENFORCEMENT	0	0
CONVENTION CENTER	0	0
DISPATCH	0	0
ENGINEERING	0	0
FACILITIES MAINTENANCE	1	0
FIRE DEPARTMENT	0	0
GOLF	0	0
HR/Safety	0	0
IT	0	0
LEGAL	0	0
LIBRARY	0	0
MUSEUM	0	0
PARKS	2	2
POLICE DEPARTMENT	7	3
PUBLIC AFFAIRS	1	1
PUBLIC SAFETY/EMS	2	2
REC CENTER	0	0
SPECIAL ELECTRONICS	0	0
SOLID WASTE	2	0
STREETS	0	0
TRANSIT	3	0
VISITORS CENTER	0	0
WATER	0	0
WWTP	0	0
ZOO	1	0
TOTAL	19	8

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	11	23	22	21
JULY	19	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	111	226	231	357

DEPARTMENT	PROPERTY	3rd Party
Parks	2	2
Police	1	1
Public Safety	1	1
Solid Waste	2	0
TOTAL	6	4

DEPARTMENT	MVA	3rd Party
Police	4	1
Public Safety	2	2
Transit	2	0
TOTAL	8	3

JULY 2026 Safety Report

DEPARTMENT	INJ./ILL	First Aid Only	OSHA Recordable
Facilities	1	0	1
Police	2	2	0
Transit	1	1	0
Zoo	1	0	1
TOTAL	5	3	2

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Shoulder	Ergonomics	No
Head	Contusion	No
Back & Leg	Strain	Yes
Elbow	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	114	19
AUGUST	0	0
SEPTEMBER	0	0
OCTOBER	0	0
NOVEMBER	0	0
DECEMBER	0	0
YTD TOTALS	4,809	606

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

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 6.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

DEPARTMENT NAME:

July Clerks Monthly Report

Attachments

July Clerks Monthly Report

July 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.

<u>Department</u> (July 13, 2026 – August 18, 2026)	<u>New</u>
City Clerk	57
Municipal Court	1
PVRCC (Chaves County Sheriff’s Office)	7
Roswell PD	248

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 7.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

DEPARTMENT NAME:

Legal Monthly Report-August

Attachments

August Legal Report

Legal Committee Monthly Report-August 2026

Tort Claims

1. **Alley Fence Incident (City Vehicle):** A city-owned vehicle allegedly struck an alley fence, causing property damage. The legal department is currently gathering two additional repair estimates to finalize the settlement review.
2. **Valve Box Infrastructure Claim:** A valve box cover and surrounding area caused alleged front-end damage to a private vehicle. The claim has been referred to the responsible operating department for a technical review of the incident and infrastructure conditions.
3. **4-Way Stop Collision (City Vehicle):** A city vehicle rear-ended a private automobile at a four-way stop. The legal department has successfully resolved this matter with a finalized settlement payout of \$6,736.96.
4. **Gate Property Damage Claim (City Backhoe):** A city backhoe struck and damaged private gates. The city has extended a settlement offer of \$100.00 and is currently awaiting a formal response from the claimant.

The legal department is currently managing discovery requests for pending District Court cases by compiling necessary supplementary documentation. Communication with outside counsel and City Departments are being coordinated for documentation and formal approvals for all upcoming legal responses have been given.

The legal department has all existing municipal agreements up to date with their respective renewal timelines and is continuing to review and process new incoming agreements to ensure legal compliance.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

ACTION REQUESTED:

Discussion: Constituent Services Coordinator (Garcia)

BACKGROUND:

Initiated by: Councilor Arnold

This item supports the continued coordination of constituent services and executive administrative operations to ensure effective communication between residents, City departments, the Mayor, City Council, and City Administration. Responsibilities include receiving, documenting, tracking, and resolving constituent inquiries, complaints, and requests for information regarding City services, policies, regulations, and programs. The position serves as a central point of contact for residents by providing accurate and verified information, evaluating and prioritizing requests, and coordinating responses with appropriate City departments and external agencies. It also supports the Governing Body, Mayor, and City Manager through correspondence management, research, project coordination, and strategic initiatives. Additional duties include maintaining constituent records and service request tracking systems, assisting with policy and process improvements, supporting public engagement and communication efforts, and ensuring timely completion of executive priorities and special projects. The role further promotes positive public relations by maintaining professional, responsive, and confidential interactions with residents, elected officials, and City staff. This function enhances transparency, responsiveness, and operational efficiency while supporting the City's commitment to high-quality customer service and effective governance.

FINANCIAL CONSIDERATION:

None at this time

LEGAL REVIEW:

This was submitted to City Attorney for review.

BOARD AND COMMITTEE ACTION:

No board or committee action is needed.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Open Meeting Act

committee's final recommendation without reviewing the other applicants, the committee's meetings still would be subject to the Act. Although not required to by any express provision, the commission, as a matter of practice, would be delegating to the committee its authority to select employees.

Example 16:

A state board appoints a committee composed of two board members (less than a quorum of the board) and several members of the public to draft proposed regulations in accordance with the board's instructions regarding the substance of the regulations. The board will review the proposed regulations, make all final decisions regarding the text of the regulations and determine whether to hold a public hearing on them. Provided the committee is not statutorily created and charged with drafting regulations for the board, meetings of the committee to draft the regulations will not be subject to the Act.

Example 17:

Pursuant to statute, two incorporated villages establish an intercommunity water supply association empowered to provide a supply of water to the villages' inhabitants. The villages are the association's only members and each village appoints three persons to serve at its pleasure as commissioners of the association. To fulfill its duties, the association is granted certain government powers, including the power of eminent domain. Because it is formed by public bodies and is authorized to perform certain functions on behalf of those bodies, the association also is a public body subject to the Act.

C. Telephone Conferences

The Law

If otherwise allowed by law or rule of the public body, a member of a public body may participate in a meeting of the public

body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

Commentary

This provision sets forth requirements for members of a public body who attend a meeting by conference call. The Act does not itself authorize attendance by telephone. But if members of a public body have independent authority by law or regulation to participate in meetings by telephone, the requirements will apply.

Example 18:

The state student loan authority is granted the same powers as those exercised by nonprofit organizations incorporated under state law. The Nonprofit Corporation Act allows a nonprofit's board of directors to "participate in a meeting ... by means of a conference telephone or similar communications equipment" and provides that "participation by such means shall constitute presence in person at a meeting." This law authorizes a member of the authority's governing board who is unable to attend a meeting in person to participate by conference telephone if the requirements of the Open Meetings Act are met.

Commentary

Even where attendance by telephone is allowed, it would defeat the purposes of the Open Meetings Act if this were done by a large number of board members. That is why the legislature provided that participation by telephone conference may occur only when

“difficult or impossible.” Thus, in all cases where it is possible, members of a public body should attend meetings in person. Participation by telephone should occur only when circumstances beyond the member’s control would make attendance in person extremely burdensome. The provision is not intended to encourage participation by telephone in cases where personal attendance would be merely inconvenient or would be more efficient or economical for the public body.

D. Notice Requirements

The Law

Any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority or quorum of the body is in attendance, and any closed meetings, shall be held only after reasonable notice to the public. The affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body. That notice shall include broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice.

Commentary

This Subsection requires that reasonable notice be given of public meetings at which proposed rules, regulations, resolutions or formal action will be discussed or adopted. In effect, this means a public body must give notice of all public meetings of a quorum of the public body. The notice must include licensed broadcast stations and newspapers of general circulation that have made a written request for notice of the public body’s meetings.

Example 19:

The governing body of an irrigation district wishes to call a special meeting to discuss an

emergency situation resulting from flood damage. The action of simply calling a meeting is not formal action for purposes of the notice provisions of the Act, since requiring notice of a meeting to call a meeting is obviously impractical. This might be overcome by a policy of the public body authorizing the chairman or president to call such meetings as he or she deems necessary.

Commentary

This Subsection also requires each public body to determine its notice procedures at least once a year in a public meeting. Accordingly, each public body should adopt an annual resolution or other announcement at a regularly scheduled open meeting stating its procedure for giving notice of meetings. The Act does not impose any specific maximum or minimum requirements, and what constitutes reasonable notice may vary according to the type of meeting or public body. In general, however, a reasonable notice must adequately, accurately, and sufficiently in advance inform the public of the meeting’s time, place and date, and should be published or posted in a place and manner accessible to the public, such as a central location at the public body’s main office where the public is allowed, as well as on a web site if the public entity has one

Example 20:

The mayor of the Village of Las Ropas calls a special meeting of the Board of Trustees. The public meeting notice states that the meeting will be held the following Monday at 8:30 a.m. in the Village Hall. At 4:30 p.m. on the Friday preceding the meeting, the meeting notice is posted on the door of the Village Clerk’s office in the Village Hall. The Village Hall closes at 5:00 p.m. on weekdays and is not open at all on weekends. The meeting notice is not reasonable for purposes of the Act because members of the public interested in attending the meeting have no meaningful opportunity to see the notice before the meeting.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

ACTION REQUESTED:

Discussion: Remote Appearance for Open Meetings. (Garcia)

BACKGROUND:

The Open Meetings Act does not independently authorize members of a public body to participate in meetings by telephone or similar communications technology. However, when separate legal authority permits remote participation, members may attend by conference telephone if they can be identified while speaking, all participants can hear one another simultaneously, and the public can hear any member who speaks during the meeting. Remote participation is intended only for situations in which in-person attendance is difficult or impossible due to circumstances beyond the member's control. The Attorney General's guidance emphasizes that the purpose of the Act is best served through in-person attendance whenever feasible, and that telephone participation should not be used merely for convenience, efficiency, or cost savings. Excessive reliance on remote participation may undermine the transparency and public accessibility objectives of open government laws. Under New Mexico's Open Meetings Act, a "member of a public body" is an individual who serves on a governmental board, commission, council, committee, authority, or other policymaking body that is subject to the Act.

FINANCIAL CONSIDERATION:

None at this time,

LEGAL REVIEW:

This was submitted for Legal review.

BOARD AND COMMITTEE ACTION:

No Board or Committee action is needed.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Telephone Conferences

committee's final recommendation without reviewing the other applicants, the committee's meetings still would be subject to the Act. Although not required to by any express provision, the commission, as a matter of practice, would be delegating to the committee its authority to select employees.

Example 16:

A state board appoints a committee composed of two board members (less than a quorum of the board) and several members of the public to draft proposed regulations in accordance with the board's instructions regarding the substance of the regulations. The board will review the proposed regulations, make all final decisions regarding the text of the regulations and determine whether to hold a public hearing on them. Provided the committee is not statutorily created and charged with drafting regulations for the board, meetings of the committee to draft the regulations will not be subject to the Act.

Example 17:

Pursuant to statute, two incorporated villages establish an intercommunity water supply association empowered to provide a supply of water to the villages' inhabitants. The villages are the association's only members and each village appoints three persons to serve at its pleasure as commissioners of the association. To fulfill its duties, the association is granted certain government powers, including the power of eminent domain. Because it is formed by public bodies and is authorized to perform certain functions on behalf of those bodies, the association also is a public body subject to the Act.

C. Telephone Conferences

The Law

If otherwise allowed by law or rule of the public body, a member of a public body may participate in a meeting of the public

body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

Commentary

This provision sets forth requirements for members of a public body who attend a meeting by conference call. The Act does not itself authorize attendance by telephone. But if members of a public body have independent authority by law or regulation to participate in meetings by telephone, the requirements will apply.

Example 18:

The state student loan authority is granted the same powers as those exercised by nonprofit organizations incorporated under state law. The Nonprofit Corporation Act allows a nonprofit's board of directors to "participate in a meeting ... by means of a conference telephone or similar communications equipment" and provides that "participation by such means shall constitute presence in person at a meeting." This law authorizes a member of the authority's governing board who is unable to attend a meeting in person to participate by conference telephone if the requirements of the Open Meetings Act are met.

Commentary

Even where attendance by telephone is allowed, it would defeat the purposes of the Open Meetings Act if this were done by a large number of board members. That is why the legislature provided that participation by telephone conference may occur only when

“difficult or impossible.” Thus, in all cases where it is possible, members of a public body should attend meetings in person. Participation by telephone should occur only when circumstances beyond the member’s control would make attendance in person extremely burdensome. The provision is not intended to encourage participation by telephone in cases where personal attendance would be merely inconvenient or would be more efficient or economical for the public body.

D. Notice Requirements

The Law

Any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs and at which a majority or quorum of the body is in attendance, and any closed meetings, shall be held only after reasonable notice to the public. The affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body. That notice shall include broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice.

Commentary

This Subsection requires that reasonable notice be given of public meetings at which proposed rules, regulations, resolutions or formal action will be discussed or adopted. In effect, this means a public body must give notice of all public meetings of a quorum of the public body. The notice must include licensed broadcast stations and newspapers of general circulation that have made a written request for notice of the public body’s meetings.

Example 19:

The governing body of an irrigation district wishes to call a special meeting to discuss an

emergency situation resulting from flood damage. The action of simply calling a meeting is not formal action for purposes of the notice provisions of the Act, since requiring notice of a meeting to call a meeting is obviously impractical. This might be overcome by a policy of the public body authorizing the chairman or president to call such meetings as he or she deems necessary.

Commentary

This Subsection also requires each public body to determine its notice procedures at least once a year in a public meeting. Accordingly, each public body should adopt an annual resolution or other announcement at a regularly scheduled open meeting stating its procedure for giving notice of meetings. The Act does not impose any specific maximum or minimum requirements, and what constitutes reasonable notice may vary according to the type of meeting or public body. In general, however, a reasonable notice must adequately, accurately, and sufficiently in advance inform the public of the meeting’s time, place and date, and should be published or posted in a place and manner accessible to the public, such as a central location at the public body’s main office where the public is allowed, as well as on a web site if the public entity has one

Example 20:

The mayor of the Village of Las Ropas calls a special meeting of the Board of Trustees. The public meeting notice states that the meeting will be held the following Monday at 8:30 a.m. in the Village Hall. At 4:30 p.m. on the Friday preceding the meeting, the meeting notice is posted on the door of the Village Clerk’s office in the Village Hall. The Village Hall closes at 5:00 p.m. on weekdays and is not open at all on weekends. The meeting notice is not reasonable for purposes of the Act because members of the public interested in attending the meeting have no meaningful opportunity to see the notice before the meeting.

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

ACTION REQUESTED:

Resolution 26-XX Regarding consider recommending adoption of Resolution 26-xx. A New Multi-Generational Area, The Spring River Zoo, Roswell Adult Center, And Peppermint Park. (Arnold/Halvorson)

BACKGROUND:

Initiated By: James McCornack

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

FINANCIAL CONSIDERATION:

This project would be funded with a combination of FEMA reimbursements, state revolving loan funds, and Flood Bond funds.

LEGAL REVIEW:

The resolution has been submitted to City Attorney for review.

BOARD AND COMMITTEE ACTION:

The Flood Commission endorsed the plan to consolidate multiple FEMA projects into one major project and did not object to the location

STAFF RECOMMENDATION:

Consider recommendation of Resolution 26-XX Regarding A New Multi-Generational Area, The Spring River Zoo, Roswell Adult Center, And Peppermint Park.

Attachments

Resolution 26-xx Zoo

RESOLUTION 26-XX

A RESOLUTION REGARDING A NEW MULTI-GENERATIONAL AREA, THE SPRING RIVER ZOO, ROSWELL ADULT CENTER, AND PEPPERMINT PARK

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 the public welfare through parks and other recreational facilities; and

WHEREAS, the City suffered catastrophic flooding in October 2024; and

WHEREAS, this flood caused the damage or destruction of numerous public facilities including, but not limited to:

- The Adult Center,
- The Roswell Convention Center,
- The Roswell Museum,
- The Parks Department administrative building,
- The Boy Scout Building,
- The Ponds at the Spring River Zoo and the Smith Bird Sanctuary; and

WHEREAS, it would be irresponsible to replace most of these facilities at their current locations as they are well within the flood plain; and

WHEREAS, the City lacks the financial capacity to replace all damaged or destroyed facilities and also fund the long staffing term and maintenance necessary for each facility; and

WHEREAS, the Spring River Zoo is constantly subject to increased regulation, aging facilities, and increasing costs for limited the remaining animals' care; and

WHEREAS, the City wishes all of its animals to live in more humane facilities; and

WHEREAS, the City finds it financially advantageous and desirable to combine multiple FEMA reimbursable projects in order to create a new Multi-Generational Facility that will enhance the public welfare and provide for new state of the art facilities on the east side of the City;

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

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

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

CITY SEAL

ATTEST

Timothy Z. Jennings, Mayor

Amalia Martinez, City Clerk

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT:

CHAIR:

ACTION REQUESTED:

Consider recommending approval to enter into lease agreement with The Roswell Invaders for a 5 yr period. (Jessica Vickers/Omar Mendoza)

BACKGROUND:

Allow The Roswell Invaders to utilize Joe Bauman Field/Coca-Cola Field for a 5-year term

FINANCIAL CONSIDERATION:

See Fiscal Impact below.

LEGAL REVIEW:

Lease agreement has been reviewed and approved by legal.

BOARD AND COMMITTEE ACTION:

Legal is the first consideration for this agreement.

STAFF RECOMMENDATION:

Consider recommending 5-year Lease

Attachments

Invaders Pecos League of Baseball Lease (Joe Bauman-Coca Cola Field)

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is hereby entered into on this Effective Date (the "Effective Date"), by and between the CITY OF ROSWELL, NEW MEXICO ("City"), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS DBA THE ROSWELL INVADERS, a(n) Corporation, whose principal address is PO BOX 271489, Houston, TX 77277 ("The Roswell Invaders"), collectively referred to herein as the Parties.

RECITALS

WHEREAS, the City is the fee owner of and has the right to utilize, including the right to lease, the following described real property, together with the improvements thereon, in Chaves County, New Mexico, to wit:

S: 16 T: 11S R: 24E NW4NE4NE4 S 514' N 544' E 440' W 465' BK: 275 PG: 833, known as, and referred to hereinafter, as "**Joe Bauman Stadium**"; and

WHEREAS, The City of Roswell hereby leases the subject property to PECOS LEAGUE OF PROFESSIONAL BASEBALL CLUBS dba The Roswell Invaders for purposes related to the operation of The Roswell Invaders baseball organization, including, but not limited to, the operation and management of The Roswell Invaders baseball team. The subject property shall also be made available for use by the Roswell High School Baseball Team pursuant to a shared scheduling arrangement. All scheduling, coordination, and allocation of field use between The Roswell Invaders and the Roswell High School Baseball Team shall be administered and managed by the Lessee under the terms of this Lease Agreement.

WHEREAS, The City of Roswell ("Lessor") shall lease the Premises to The Roswell Invaders ("Lessee") for an initial term of five (5) years (the "Initial Term"), commencing on the effective date of this Lease Agreement and continuing until the expiration of the Initial Term, unless earlier terminated in accordance with the provisions of this Agreement. Upon expiration of the Initial Term, the parties may negotiate a new lease agreement. Any renewal or extension of this Lease shall be subject to the mutual written agreement of the parties and all applicable governmental approvals, authorizations, and legal requirements. Nothing herein shall be construed as obligating the City of Roswell to renew or extend this Lease.

WHEREAS, The Lessee shall be responsible for the maintenance and upkeep of Joe Bauman Stadium, including, but not limited to, all field maintenance, groundskeeping, and the removal and disposal of all trash, litter, debris, and other waste from the premises. The Lessee, shall also be responsible for any water or sewage-related damage occurring within or to the premises, unless otherwise determined by the governing body. The City shall assist with the repair of any damage to the premises when the cost of such repairs exceeds Five Thousand Dollars (\$5,000.00). The extent and manner of the City's assistance shall be determined in consultation with the Lessee and shall be subject to the terms of this Agreement

NOW THEREFORE, in consideration for the mutual covenants contained herein, The Roswell Invaders and the City agree as follows:

1. GRANTING CLAUSE

For the Term, at the Rent and otherwise upon the terms, provisions and conditions contained herein, the City hereby lets and leases unto The Roswell Invaders the surface only to Joe Bauman Stadium, together with all improvements located thereon.

2. RENT

a. The Roswell Invaders agrees to pay to the City as rent the sum of ONE HUNDRED DOLLARS (\$100.00) annually, payable at the City's option on a lump-sum basis at the commencement of this Agreement and each anniversary thereafter, or in 12 monthly installments of \$8.34 (the "Rent") the first payment of which shall be due on the Effective Date hereof and thereafter on the first day of each month. After the first year of the Term, Rent will be adjusted every year by 3% or Consumer Price Index ("CPI"), whichever is greater.

b. If The Roswell Invaders 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, The Roswell Invaders shall pay to the City an additional 12% 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 the City in the exercise of any other right or remedy to which it may be entitled by reason of The Roswell

Invaders's failure to pay rent when due. All rent shall be paid to the City without abatement, reduction or set off of any kind except as herein specifically provided.

3. SECURITY DEPOSIT

a. Upon the execution of this Agreement, The Roswell Invaders shall pay to the City the following a security deposit to be held as security for the payment of rent and the faithful performance by The Roswell Invaders of all of its obligations under this Agreement:

☒ i. \$0.00

☐ ii. The City waives the security deposit for this Agreement.

b. The City may use the security deposit to repair any damage to Joe Bauman Stadium caused by The Roswell Invaders or its guests, and to clean the Joe Bauman Stadium upon termination of this Agreement. If The Roswell Invaders fully performs its obligations under this Agreement, the security deposit, or the balance remaining, shall promptly be returned to The Roswell Invaders after the termination of this Agreement.

4. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for a period of 5 year(s) (the "Term"). This Agreement will not be renewed; therefore, a new lease agreement must be negotiated upon expiration of the initial term.

5. USE OF PREMISES

a. The Roswell Invaders shall use Joe Bauman Stadium solely for the purposes of operation and management of The Roswell Invaders baseball team, and related uses, and for no other purposes. The Roswell Invaders shall not use the Joe Bauman Stadium for any purpose prohibited by the laws of the United States, the State of New Mexico, or the ordinances of the City of Roswell.

b. The Roswell Invaders shall conduct and operate its business in such a manner so as to prevent the performance of any act, creation, or maintenance of anything which in the opinion of the City may be or become a nuisance of otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor, other forms of air pollution, or other condition, substance, or element in such amounts as to affect the surrounding area or adjoining premises. The City shall be the sole judge as to whether

any act done or things created or maintained by The Roswell Invaders on the Joe Bauman Stadium is or may become a nuisance or otherwise noxious or objectionable condition and The Roswell Invaders agree to abide by the City's decision and act in accordance with its directions with respect thereto.

c. 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 The Roswell Invaders's use or occupancy of Joe Bauman Stadium is the sole and absolute responsibility of The Roswell Invaders. The Roswell Invaders 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 The Roswell Invaders's use or occupancy of Joe Bauman Stadium shall be grounds for the immediate termination of this Agreement with or without process of law. The Roswell Invaders represents to the City that it will not release any hazardous materials at, in, on or about Joe Bauman Stadium. To the extent it is proven that hazardous materials have been released by The Roswell Invaders during the Term, The Roswell Invaders hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold the City harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

6. CONDITION OF THE PREMISES

The Roswell Invaders has inspected Joe Bauman Stadium and accepts Joe Bauman Stadium in its present condition, as is. The Roswell Invaders acknowledges that any requirements for accessibility and/or public accommodation(s) are The Roswell Invaders's responsibility. The City makes no representations or warranties that Joe Bauman Stadium is suitable for The Roswell Invaders's use or any other purpose.

7. MAINTENANCE

a. The Roswell Invaders, at its own expense, shall maintain Joe Bauman Stadium and appurtenances to Joe Bauman Stadium in good repair and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear, and provided that Joe Bauman

Stadium shall not be required to make any structural repairs or alterations, which shall be the responsibility of the City, except as provided below.

b. The City shall be the sole judge of the quality of repair and maintenance by The Roswell Invaders under this Section and, upon written notice by the City, The Roswell Invaders shall be required to perform whatever maintenance or repairs deemed necessary by the City. If said maintenance or repair is not undertaken within ten (10) days after receipt of written notice, the City shall have the right to enter upon Joe Bauman Stadium and perform the necessary maintenance, the cost of which shall be borne by The Roswell Invaders.

c. The Roswell Invaders shall notify the City of any structural repairs as soon as The Roswell Invaders knows or should know of the need for such repairs. The City shall bear the cost and responsibility of such structural repairs, except to the extent caused by The Roswell Invaders's failure to timely notify the City of the need for such repairs, or made necessary as a result of the activities of The Roswell Invaders at Joe Bauman Stadium. The cost of structural repairs made necessary as a result of The Roswell Invaders's activities or failure to timely notify the City shall be deemed additional Rent and shall be payable to the City on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

8. TAXES, LICENSES AND UTILITIES

During the Term hereof, The Roswell Invaders shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by The Roswell Invaders upon Joe Bauman Stadium, of whatsoever kind or nature, incident to or arising out of the conduct of The Roswell Invaders's activities. Failure to have or maintain any appropriate current license or permit shall be a breach of this Agreement. The Roswell Invaders shall be responsible for all utilities to Joe Bauman Stadium.

9. PERSONAL PROPERTY AND FIXTURES

All personal property and fixtures of The Roswell Invaders in and on Joe Bauman Stadium shall be kept at the sole risk of The Roswell Invaders, and the City shall not be liable for any damage thereto or to The Roswell Invaders for interruption of business or otherwise. The Roswell Invaders hereby waives all causes or rights of recovery against City, its agents, employees, invitees and for any loss to such personal property and fixtures on Joe Bauman Stadium or to consequential loss arising there from caused by fire or other casualty, whether negligently caused or not.

10. EQUIPMENT AND IMPROVEMENTS

a. Except as otherwise provided herein, The Roswell Invaders shall have the right to install such equipment as may be necessary for the conduct of its business on Joe Bauman Stadium; and at the expiration or termination of the Agreement The Roswell Invaders shall have the right to remove all of such equipment installed by The Roswell Invaders that is removable without damage to Joe Bauman Stadium. Also, except as provided in this Agreement, The Roswell Invaders shall, upon written demand by the City, at The Roswell Invaders's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by The Roswell Invaders pursuant to this Section.

b. The Roswell Invaders shall not make, suffer or permit to be made, any major additions, alterations or improvements on Joe Bauman Stadium (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of the City, which consent will not be unreasonably withheld. At the termination or expiration of this Agreement, all such permitted improvements shall become the sole property of the City.

11. MECHANICS' LIENS

In the event that The Roswell Invaders makes any major alterations, additions or improvements, as provided for above, The Roswell Invaders shall not cause, suffer or permit any mechanic's, materialmen's, or other liens to be filed against Joe Bauman Stadium, or any part thereof, nor against The Roswell Invaders's leasehold interest, by reason of work, labor, services, or materials supplied or claimed to have been supplied to The Roswell Invaders. In the event that such liens shall be recorded against the Joe Bauman Stadium, The Roswell Invaders shall cause the same to be removed or, in the alternative, if it in good faith desires to contest the same, it shall be privileged to do so, but in such case The Roswell Invaders hereby agrees to indemnify and save the City harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure, cause the same to be discharged and removed prior to the execution of such judgment.

12. ACCESS AND INSPECTION

Upon giving reasonable notice to The Roswell Invaders, the City may enter Joe Bauman Stadium during The Roswell Invaders's regular business hours and have free access to Joe Bauman Stadium and improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to City under the terms and provisions of this Agreement.

13. HOLDOVER

In the event The Roswell Invaders remains in possession of Joe Bauman Stadium after the expiration or termination of this Agreement, The Roswell Invaders shall be deemed a tenant at sufferance, and shall be required to pay to the City the fair market rental value of the Joe Bauman Stadium on a monthly basis, and The Roswell Invaders's occupancy shall be governed in all other respects by the provisions hereof, except as to the duration of the Term.

14. CONDEMNATION

a. In the event that the Joe Bauman Stadium or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the Term hereof, this Agreement shall terminate as of the effective date of such condemnation or taking, unless the Parties mutually agree that any remainder left after a partial condemnation or taking is still suitable for the purposes of this Agreement, in which case this Agreement may continue at the election of the Parties. In such event, The Roswell Invaders shall bear any necessary costs of relocating its equipment and placing the remaining Joe Bauman Stadium in proper and usable condition.

b. In the event of total or partial condemnation or taking of the Joe Bauman Stadium as aforesaid, all compensation awarded or paid upon a total or partial taking of the Joe Bauman Stadium shall belong to City and The Roswell Invaders shall have no right or cause of action against City; provided, however that The Roswell Invaders shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by The Roswell Invaders as a result of the termination of this Agreement or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by The Roswell Invaders and are located upon Joe Bauman Stadium at the time of such condemnation or taking. The Roswell Invaders reserves the right to proceed independently of City with any claim for compensation for

damages to which The Roswell Invaders may become entitled by reason of such total or partial condemnation or taking.

15. DAMAGE OR DESTRUCTION OF PREMISES

a. In the event Joe Bauman Stadium is damaged or destroyed by fire, the elements, or other perils or casualty not the fault of The Roswell Invaders, the City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage, or terminate this Agreement by 30 days' written notice to The Roswell Invaders. If the City elects to repair or rebuild, this Agreement shall remain in full force and effect, except that The Roswell Invaders's obligation to pay Rent shall be waived or reduced based upon the extent to which the damage and making of such repairs shall reasonably interfere with the activities carried on by The Roswell Invaders in Joe Bauman Stadium, as determined by the City. The City shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements, of any leasehold improvements, fixtures, or other personal property of The Roswell Invaders. In no event shall the City be liable to or for any costs incurred by The Roswell Invaders as a result of disruption of its activities by casualty under this Section.

b. In the event that the City elects to repair or rebuild Joe Bauman Stadium under this Section, the City shall act promptly and with due diligence, but the City shall not be responsible for delays caused by factors beyond the City's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, The Roswell Invaders agrees that the City shall not be responsible for damages, nor shall the City be deemed to be in default under this Agreement.

16. TERMINATION

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days' written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

17. SURRENDER

Upon expiration or termination of this Agreement, The Roswell Invaders shall quit and surrender Joe Bauman Stadium to the City within 30 days of the expiration or notice of termination, in as clean and good order and condition as it was at the commencement of the Term, normal wear

and tear excepted. Except as otherwise provided for herein, The Roswell Invaders shall remove all of its personal property and fixtures from Joe Bauman Stadium prior to surrender and any such personal property or fixtures abandoned on or about the Joe Bauman Stadium after surrender shall become irrevocably the property of the City, but The Roswell Invaders shall be liable for any costs to the City of disposing of any of its property or fixtures left after surrender that the City, in its discretion, does not elect to keep. The Roswell Invaders shall be further liable for any costs of repairs, restoration or cleaning of Joe Bauman Stadium made necessary as a result of The Roswell Invaders's failure to maintain its obligations under this Section.

18. INSURANCE

a. The Roswell Invaders agrees to have and maintain the policies of insurance set forth in Exhibit A: Insurance, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the City. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

b. The Roswell Invaders's insurance obligations under this Agreement shall be:

- i. all insurance coverage and/or limits by or available to The Roswell Invaders; or
- ii. the minimum coverage requirements and/or limits set forth in Exhibit A, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit A, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum insurance requirements set forth in Exhibit A are sufficient to cover the obligations of The Roswell Invaders pursuant to this Agreement. The Roswell Invaders's requirements under this Section shall be referred to herein as the "Insurance."

d. Maintenance of insurance coverage set forth in this Section during the entire Term, and any Renewal Term, is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of the existence or renewal of required insurance may be treated by the City as a material breach of this Agreement.

19. INDEMNIFICATION AND HOLD HARMLESS

a. The City shall not be liable to The Roswell Invaders or to The Roswell Invaders's employees, customers, visitors, or any other person for any injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the premises in connection with, or arising out of, The Roswell Invaders's operation and use of Joe Bauman Stadium.

b. The Roswell Invaders agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys' fees, that are asserted by any person or entity, to the extent arising out of any and all acts or omissions of The Roswell Invaders, or its officers, employees or agents, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

c. The Roswell Invaders agrees to be responsible for all loss or damage from any cause whatsoever to any of its property or equipment. The Roswell Invaders is responsible for providing its own liability and loss insurance coverage for any of its property or equipment and The Roswell Invaders expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

d. These indemnifications are independent of and shall not in any way be limited by the insurance requirements of this Agreement. Approval by the City of the insurance requirement by this Agreement shall not in any way relieve The Roswell Invaders from liability under this Section. The City's right to indemnification hereunder shall survive termination, whether for cause or not, or expiration of this Agreement.

20. **DEFAULT**

The Roswell Invaders shall be in default of this Agreement, if at any time during the Term hereof, it shall:

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

b. Fail in the observance of any covenants, agreements or obligations hereunder, other than the covenants to pay Rent, when such failure shall not have been cured within thirty (30) days after City shall have given to The Roswell Invaders written notice specifying such default; provided, however, that if the failure complained of shall be of such nature that the same cannot be completely remedied or cured within such thirty (30) day period, then such failure shall not be an enforceable default against The Roswell Invaders for the purposes of this paragraph if The Roswell Invaders shall have commenced curing the failure within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the failure complained of; or

c. Finally, and without further possibility of appeal or review

- i. be adjudicated bankrupt or insolvent,
- ii. have a receiver or trustee appointed for all or substantially all of its business or assets, or
- iii. suffer an order to be entered approving a petition filed against The Roswell Invaders seeking reorganization of The Roswell Invaders under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

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

e. Leave Joe Bauman Stadium vacant or deserted for a period of thirty (30) consecutive days and such lack of use shall continue for thirty (30) days after City has given The Roswell Invaders written notice specifying the vacancy.

21. CITY'S REMEDIES ON DEFAULT

a. Upon default of this Agreement by The Roswell Invaders, the City may declare this Agreement, and all rights and interest created by it, to be terminated without further notice to The Roswell Invaders, whereupon The Roswell Invaders shall surrender Joe Bauman Stadium as otherwise provided for herein. In the event that The Roswell Invaders shall fail or refuse to surrender Joe Bauman Stadium, the City shall be entitled to regain possession thereof in the manner provided by the laws of the State of New Mexico in force at the time of the default. Termination

hereunder shall not relieve The Roswell Invaders from any claim for damages accruing to the City under this Agreement or as a result of the default and the City shall be entitled to enforce the payment of such claim for damages by any remedy provided by law, whether or not stated herein. The City may further sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

b. If The Roswell Invaders shall at any time be in default in fulfilling any of the covenants of this Agreement, the City may, but shall not be obligated to, take or cause to be taken such action or make such payment as may be required by such covenant, without notice to or demand upon The Roswell Invaders and at The Roswell Invaders's risk and expense. All expenses, costs and liabilities of the City incurred hereunder shall be deemed additional Rent and shall be payable to the City on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

22. FORCE MAJEURE

Neither Party shall be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, nor for any failure or delay caused by the negligence or omission of the City. Either Party claiming force majeure hereunder must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, the Party claiming force majeure shall notify the other Party thereof within 10 days of its occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

23. NONDISCRIMINATION

The Roswell Invaders shall not discriminate against any otherwise qualified employee, applicant for employment, subcontractor, or other person, in connection with the performance of this Agreement, unless based on a bona fide occupational qualification or other statutory prohibition, because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or spousal affiliation. In the event of The Roswell Invaders's noncompliance with the provisions of this Section, this Agreement may be canceled, terminated or suspended, in whole or in part, and The Roswell Invaders may be declared ineligible for further contracts with the City.

24. **CHOICE OF LAW AND FORUM SELECTION**

This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

25. **NOTICES**

Notices and other communications under this Agreement must be in writing and are effective upon the sooner to occur of (i) the business day actually received (or if such date is not a business day, on the next business day thereafter), (ii) on the next business day after placing such written notice or communication with a reputable overnight delivery service for overnight (next morning) delivery, or (iii) on the third (3rd) business day following the date on which such written notice or communication was deposited with the United States Postal Service with postage prepaid and marked as certified or registered mail, return receipt requested, so long as, in each case, such written notice or communication was addressed to the Party to whom it was intended at such Party's address set forth herein or to such other address as that Party may from time to time provide in a writing pursuant to this Subsection to the other Party:

CITY OF ROSWELL

Attn: Hessel Yntema
City Manager
P.O. 1838, Roswell, NM 88202-1838

PECOS LEAGUE OF PROFESSIONAL
BASEBALL CLUBS dba the roswell
invaders

Attn: Andrew Dunn
Owner
PO BOX 271489, Houston, TX 77277

26. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

27. **ENTIRE AGREEMENT, MODIFICATION**

This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

28. **SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

29. NON-WAIVER.

The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

30. RIGHTS CUMULATIVE

All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

31. BINDING EFFECT

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

32. NO ASSIGNMENT

The Roswell Invaders shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

33. AUTHORITY

The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of The Roswell Invaders.

34. HEADINGS.

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

35. NO ADDITIONAL REPRESENTATIONS

- a. The Roswell Invaders expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

- b. The Roswell Invaders expressly acknowledges that it has been advised to seek its own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, The Roswell Invaders and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this Effective Date, the Effective Date hereof.

“City”

CITY OF ROSWELL

“The Roswell Invaders”

PECOS LEAGUE OF
PROFESSIONAL BASEBALL
CLUBS dba the roswell invaders

By: Hessel Yntema
City Manager

By: Andrew Dunn
Owner

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:



Theodoro Garcia, Asst. City Attorney

EXHIBIT A: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

a. The Roswell Invaders shall procure and maintain for the duration of the contract the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease of Joe Bauman Stadium by The Roswell Invaders, its agents, representatives, employees or subcontractors (check all that apply):

☒ I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

☐ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if The Roswell Invaders has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000.00** per accident for bodily injury and property damage.

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

☐ IV. **Professional Liability (Errors and Omissions)**: Insurance appropriate to The Roswell Invaders's profession, with limit no less than **\$1,000,000.00** per occurrence or claim, **\$2,000,000.00** aggregate.

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

b. If The Roswell Invaders maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by The Roswell Invaders.

2. ADDITIONAL INSURED STATUS

The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of the lease of Joe Bauman Stadium by The Roswell Invaders, including materials, parts or equipment furnished in connection with the lease. General Liability coverage can be provided in the form of an endorsement to The Roswell Invaders's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

3. PRIMARY COVERAGE

For any claims related to this Agreement, The Roswell Invaders's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its council members, officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its council members, officials, officers, employees, agents, and volunteers shall be excess of The Roswell Invaders's insurance and shall not contribute to it.

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

The Roswell Invaders hereby grants to the City a waiver of any right to subrogation which any of The Roswell Invaders's insurers may acquire against the City by virtue of the payment of any loss under such insurance. The Roswell Invaders agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

6. SELF INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the City. The City may require The Roswell Invaders to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention.

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

- i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of occupancy hereunder.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the occupancy.
- iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, The Roswell Invaders must purchase "extended reporting" coverage for a minimum of five years after completion of occupancy.

9. VERIFICATION OF COVERAGE

The Roswell Invaders shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the occupancy commences. Failure to obtain the required documents prior to occupancy, however, shall not waive The Roswell Invaders's obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

10. SPECIAL RISKS OR CIRCUMSTANCES

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

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

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, 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 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.

SECTION 12 Repeal of Prior Resolution.

SECTION 13 Continuation of Keep Roswell Beautiful Program.

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

3
4 **SECTION 14 Transfer of Administrative Functions.**

5 Any administrative duties, records, project coordination, grant-related responsibilities, volunteer
6 coordination, event planning, reporting, and related functions previously associated with the
7 Keep Roswell Beautiful Community Board shall be handled by City staff as assigned by the City
8 Manager or designee.

9
10 **SECTION 15 Records and Minutes**

11 All official records, approved minutes, documents, recommendations, and materials of the Keep
12 Roswell Beautiful Community Board shall remain City records and shall be maintained in
13 accordance with applicable City recordkeeping requirements and state law.

14
15 **SECTION 16 No Effect on Volunteers or Community Partnerships.**

16 Nothing in this Resolution shall prevent the City from working with volunteers, community
17 organizations, schools, businesses, governmental entities, nonprofit organizations, or other
18 partners to support Keep Roswell Beautiful activities or related community improvement efforts.

19
20 **SECTION 17 No Effect on Existing Grants or Program Obligations.**

21 Nothing in this Resolution shall be interpreted to terminate or impair any existing grant, funding
22 agreement, program obligation, reporting requirement, or contractual obligation associated with
23 the Keep Roswell Beautiful program. Such obligations shall continue to be administered by the
24 City through the appropriate department or City staff.

25
26 **SECTION 18 Effective Date**

27 This Resolution shall become effective immediately upon passage, adoption, signature, and
28 approval.

29
30
31 PASSED, ADOPTED, SIGNED, and APPROVED _____, _____.
32
33
34

35 CITY SEAL

36
37 _____
38 Timothy Z. Jennings, Mayor
39
40
41
42

43 ATTEST

44
45 _____
46 Amalia Martinez, City Clerk
47

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

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
Hangar 91 Land Lease



Quote

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

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

Project Location
Project
Roswell Airport

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

PURCHASE AND SALE AGREEMENT (HANGAR 91– NO LAND)

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

1. Definitions

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

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

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

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

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

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

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

2. Purchase and Sale; Exclusions

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

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

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

3. Purchase Price; Deposit; Payment

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

3.2 Deposit. No deposit shall be required.

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

4. Due Diligence; Access

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

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

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

5. Title to Improvements; Condition

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

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

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

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

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

6. Representations and Warranties

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

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

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

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

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

7. Closing; Deliveries

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

7.2 Seller Deliveries. At Closing, Seller shall deliver:

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

7.3 Buyer Deliveries. At Closing, Buyer shall deliver:

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

8. ROW Authority; Ground Rights

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

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

9. Conditions to Closing

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

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

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

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

10. Covenants

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

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

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

11. Environmental

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

12. Land Lease

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

13. Costs; Taxes

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

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

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

14. Default; Remedies

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

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

15. Indemnification

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

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

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

16. Notices

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

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

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

17. Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B – Ground Agreement, dated [_____]

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Seller: City of Roswell, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Buyer: Hanger 91, LLC a New Mexico corporation

By: _____

Name: Jerry Whitaker

Title: General Manager

Date: _____

APPRAISAL OF MARKET VALUE

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



Prepared for:

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

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



Airport Business Solutions

"Valuation and Consulting Services to the Aviation Industry"

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

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

October 29, 2025

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

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

Dear Ms. Thompson:

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

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

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

MARKET VALUE OF THE HANGAR BUILDING ONLY

TWO HUNDRED FIFTY THOUSAND DOLLARS

(\$ 250,000.00)

Solutions as Unique as the Problems . . .

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

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

Sincerely,

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

Michael A. Hodges, MAI
President/CEO

SCOPE OF THE ASSIGNMENT

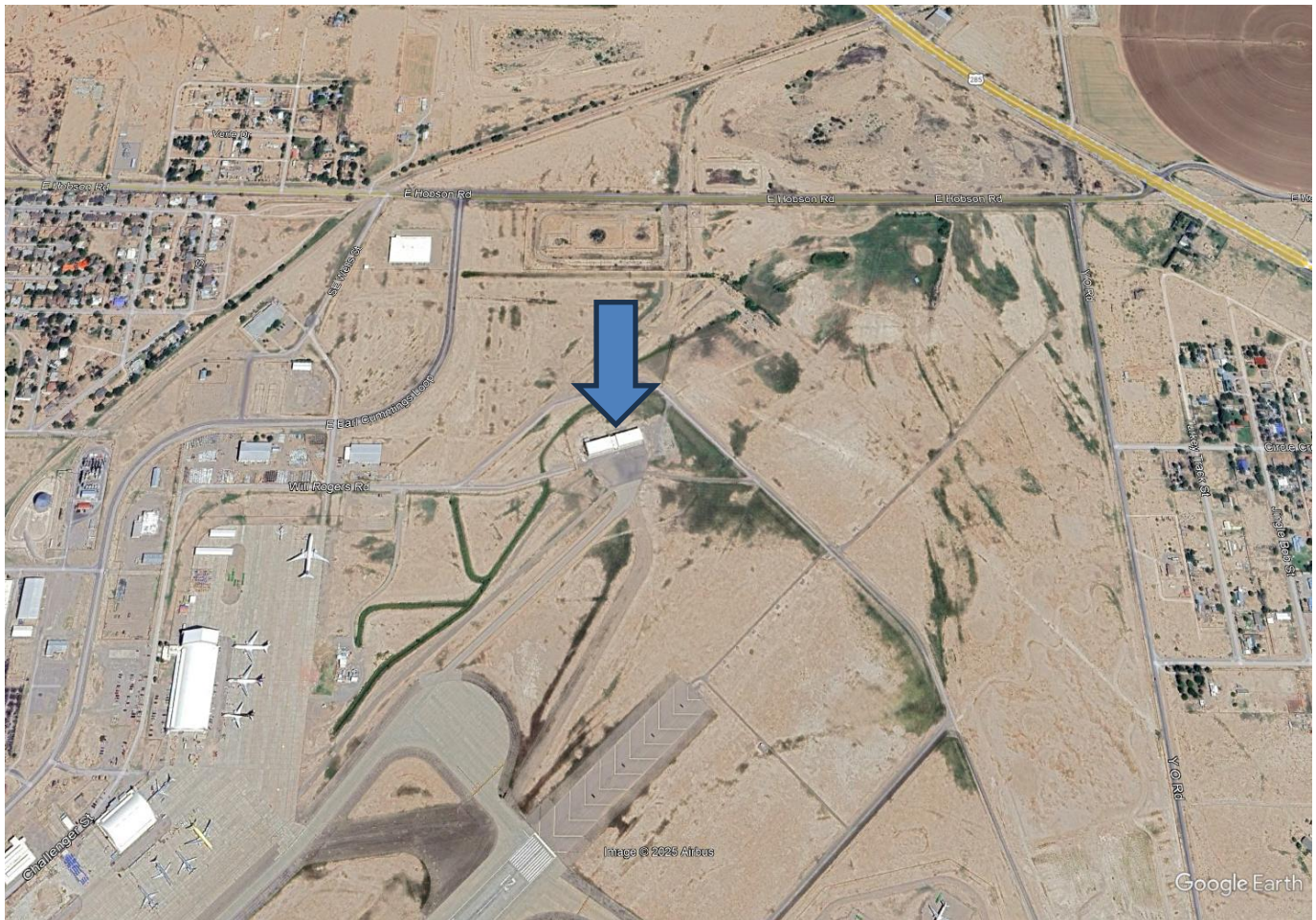
The scope of this assignment is to estimate the current Market Value of the hangar building located at 99 Will Rogers Road at the Roswell Air Center (FAA Identifier ROW) in Roswell, New Mexico. The site is comprised of approximately 1 acre on the northeast side of the Airport at the east end of Will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



DEVELOPMENT AND REPORTING PROCESS

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

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



PURPOSE AND FUNCTION OF THE ASSIGNMENT

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

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

OWNERSHIP HISTORY

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

DATE OF VALUE ESTIMATE

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

DEFINITION OF MARKET VALUE

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

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and acting in what they consider their best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (The Appraisal Foundation)

PROPERTY RIGHTS ANALYZED

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

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

PROPERTY TAXES

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

NEIGHBORHOOD/COMMUNITY ANALYSIS

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

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

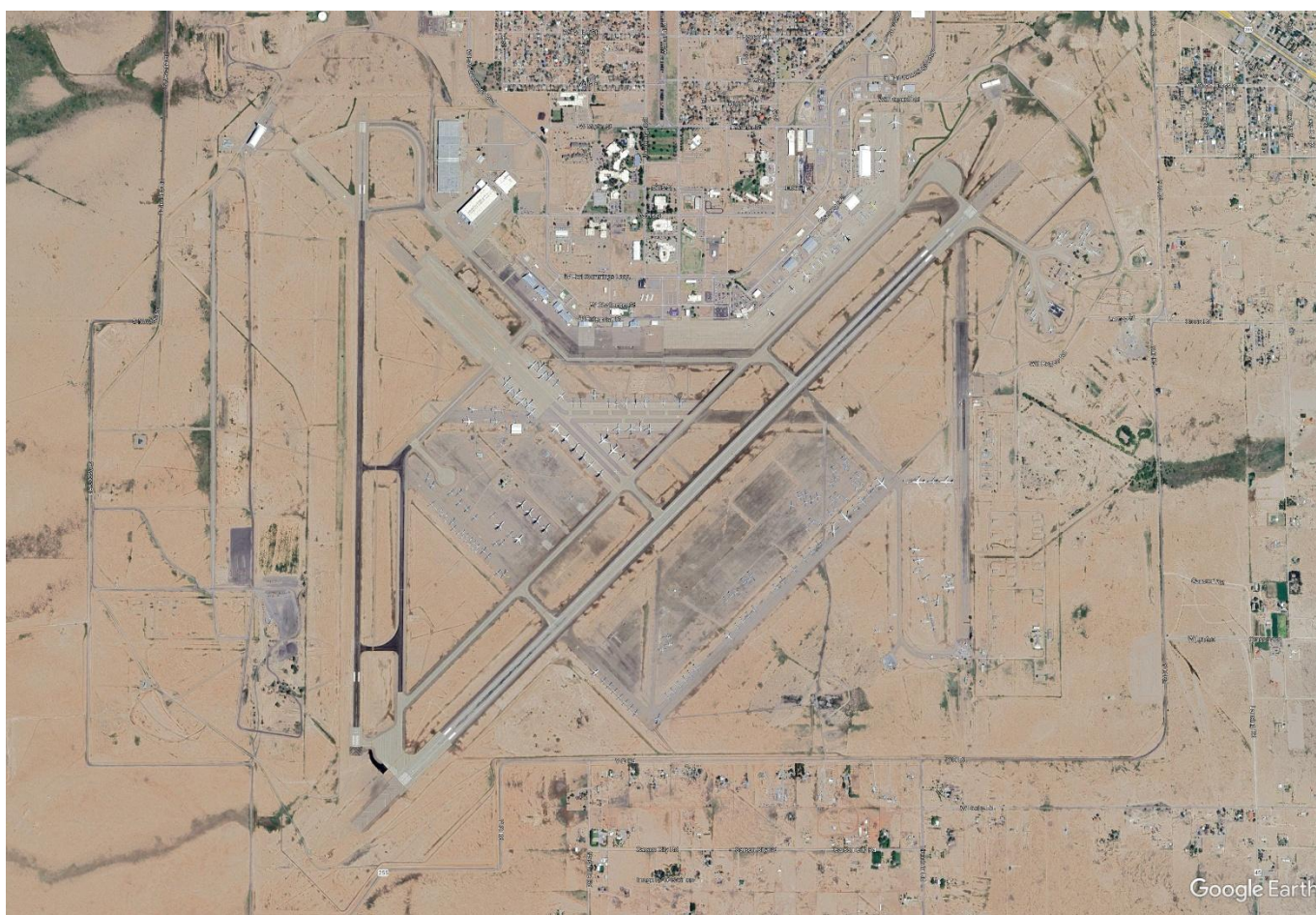


Roswell's tourism industry is based on numerous UFO museums and businesses, as well as alien and spacecraft-themes resulting from Roswell being recognized as the 1947 crash site of the alleged UFO, although the actual site was +/-75 miles north of Roswell. The investigation and debris recovery was handled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

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

ROSWELL AIR CENTER

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

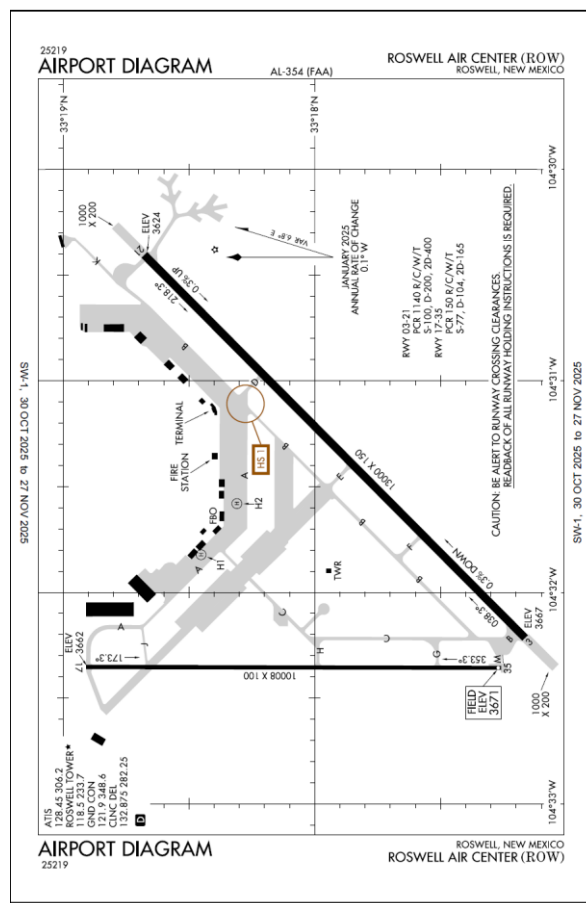


The towered airfield lies at an elevation of 3,671 feet and maintains two hard surface runways, 3/21 and 17/35, both of which are rated by the FAA as in good to excellent condition. Runway 3/21 is 13,000 feet long by 150 feet wide with a concrete surface and has 6-box VASI on Runway 3 and a 1,400-foot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

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

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

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



SITE AND IMPROVEMENT DESCRIPTION

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



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



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



HIGHEST AND BEST USE ANALYSIS

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

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

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

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

APPROACHES TO VALUE ESTIMATE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECONCILIATION AND FINAL VALUE ESTIMATE

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

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

MARKET VALUE OF THE HANGAR BUILDING ONLY

TWO HUNDRED FIFTY THOUSAND DOLLARS

(\$ 250,000.00)

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

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

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

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

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

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

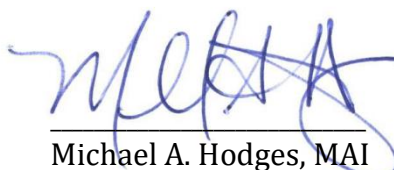
The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

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

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

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

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



Michael A. Hodges, MAI
President/CEO

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



ADDENDA

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

GENERAL/EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

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

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

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

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

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

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

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

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

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

QUALIFICATIONS OF APPRAISER

CURRICULUM VITAE

NAME: Michael A. Hodges, MAI

TITLE: President/CEO

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

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

PHONE: (813) 813-3170

EDUCATION

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

PROFESSIONAL AND TECHNICAL COURSES

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

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

BACKGROUND AND EXPERIENCE

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

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



BACKGROUND AND EXPERIENCE (Continued)

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

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

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

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

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

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

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

COURT EXPERIENCE

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

TERRITORY

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

AFFILIATIONS AND DESIGNATIONS

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

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

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

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

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

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

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

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

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

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

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

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

Corporate Member of the National Air Transportation Association (NATA)

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

Corporate Member of the National Business Aviation Association (NBAA)

Member of AAAE's General Aviation Airports Committee

Member of NATA's Airport Business Committee

Member of NATA's FBO Subcommittee

Member of AAAE's Real Estate and Commercial Development Committee





Office of the

Mayor

PREDETERMINATION COMMUNICATION

From:

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

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

Esteemed Members of the Legal Committee & City Council,

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

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

Timothy Z. Jennings, Mayor

Hessel Yntema, City Manager

MUNICIPAL LAND LEASE AGREEMENT

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

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

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

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

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

ARTICLE 2 – TERM

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

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

ARTICLE 3 – RENT

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

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

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

ARTICLE 5 – CONDITION OF LEASED PREMISES

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

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

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

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

6.03 MAINTENANCE.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

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

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

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

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

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

ARTICLE 11 – RELINQUISHMENT

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

ARTICLE 12 – ASSIGNMENT

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

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

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

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

A. General Liability Insurance

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

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

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

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

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

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

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

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

- a. No person may:

- i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
 - ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
 - iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
- b. Security Badges
 - i. Airport ID Badge
 - Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."
 - ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
 - 1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
- c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
- d. Tenants and tenant employees are responsible for controlling access to doors, gates, and other passageways between the AOA and the landside of the airport through their lease areas.
- e. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements, and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
- f. Tenant shall use the Leased Premises solely for the purpose of aircraft storage, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico.

The Roswell City Code shall bind tenant or, as may be amended from time to time, and all applicable policies and procedures of the Roswell Air Center (ROW).

- g. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State, and local regulations, laws, and ordinances of the City of Roswell in disposal of any such materials. To the extent it is proven in legal proceedings in a court of competent jurisdiction that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
 - i. Environmental claims.
 - ii. Environmental expenses, including, without limitation, the handling, investigation, treatment, storage, decontamination, remediation, removal, transport, or disposal of such hazardous materials when caused by Lessee.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
 - iv. Obligations and/or liabilities of Tenant in this section are limited to actions directly caused by Tenant.
- h. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the commercially reasonable opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. The Parties agree that operation of aircraft and activities related thereto are not a nuisance or objectionable, beyond that the Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

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

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

ARTICLE 19 – DEFAULT AND CANCELLATION

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

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

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

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

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

ARTICLE 22 – SCOPE OF AGREEMENT

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

ARTICLE 23 – AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

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

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26 – BANKRUPTCY

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

ARTICLE 27 -- HOLDOVER

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

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

ARTICLE 28 – NOTICES

The addresses for notice are:

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

For Notice to Lessee:

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

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

ARTICLE 29 – RULES OF CONSTRUCTION

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

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

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

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

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

For City

By: Hessel Yntema, City Manager

For Lessee:

By: Jerry Whitaker, Manager

Attest:

Approved as to form:

Amalia Martinez, City Clerk

Christopher J. Nairn-Mahan, City Attorney

Legal Committee

Meeting Date: 08/31/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Cristina Arnold

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

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

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

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

DIVISION 1. - GENERALLY

(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.

(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.

(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