REGULAR MEETING
CITY OF ROSWELL COUNCIL - AGENDA
THURSDAY, OCTOBER 8, 2026
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 26-12. Except for emergency matters, the City Council shall take action only on the specific items listed on the Agenda.

OCTOBER 8, 2026 6:00 p.m.

MAYOR - Timothy Z. Jennings

Ward 1	Ward II	Ward III	Ward IV	Ward V
Cristina A. Arnold	Juliana Halvorson	Edward L. Heldenbrand	Robert B. Corn	Angela G. Moore
Juan Oropesa	Riley A. Armstrong	Kurt Edwin Gass	Darrell Johnson	Carlos Marrujo, Jr.

WELCOME! We are pleased to have you join us for the Roswell City Council meeting. If you wish to speak, please sign up before 6:00 p.m. The Council welcomes relevant public comments; however, a three-minute time limit is enforced under Resolution 26-01 (Governing Body Rules of Order). Large groups are asked to designate a spokesperson. Robert's Rules of Order govern the conduct of this meeting. "THANK YOU" for participating in your City Government.

OPENING CEREMONIES

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

1. Approval of agenda - approve the agenda for the October 8, 2026, Regular City Council Meeting. (Corn/Martinez)

2. Approval of consent agenda - approve the consent agenda for the October 8, 2026, Regular City Council Meeting. (Corn/Martinez)

CONSENT ITEMS *(items 3–14 will be approved at the time of the approval of the consent agenda).*

The City Council regards all items under this heading as routine and will address them with a single motion. There will not be individual discussions on these items. If a specific item needs discussion, it can be removed from the Consent Agenda upon request and placed on the Regular Agenda for separate consideration.

3. Approval of a budget transfer in the amount of $255,064.61 and a change order for additional RIAC Drainage Improvements under CES Contract #2026-06-R1239-ALL with Desert West Enterprises, LLC. (Arnold/Vigil) Pg. 4

4. Approval of a budget transfer in the amount of $135,000.00 from M&R - Infrastructure to Capital Outlay - Land for the purchase of 6.81 acres, including closing costs, located near the intersection of 8th Street and Sycamore. (Arnold/Garcia) Pg. 7

5. Approval of Change Order #1 for the White Rock Construction Purchase Order #22700384, related to ITB-26-011 for the restroom remodel. (Gass/Hicks) Pg. 45

6. Approval of a capital budget adjustment for $74,510.84 to fund Change Order #1 from White Rock Construction for the Transit Bathroom Remodel and Plumbing Rehabilitation.. (Gass/Hicks) Pg. 49

7. Approval of a budget adjustment for flood recovery funds made available through NMFA loan PPRF-07035. (Gass/Rogers) Pg. 53

8. Ordinance 26-12: Authorize to advertise to hold a public hearing on proposed Ordinance 26-12: 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 outlined 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. (Gass/Gonzalez) Pg. 58

Resolution(s)

9. Resolution 26-60 Weeds - The Resolution shall mandate the cleanup of approximately eighteen (18) separate properties within the City. (Arnold/Franco)Pg. 128

10. Resolution 26-61 Condemnations - Adoption of Resolution 26-61 the Resolution shall require the removal or demolition of three (3) dilapidated structures. (Arnold/Franco) Pg. 133

11. Resolution 26-62: Adoption of Resolution 26-62 - Participation in the FY27 Transportation Project Funding Program administered by the New Mexico Department of Transportation. (Gass/MacCornack) Pg. 140

ROW Leases

12. Approval for Custom Construction II, LLC, to enter into a 1-year lease beginning October 15, 2026, and ending October 14, 2027, for a parcel of land at the Roswell Air Center. (Arnold/Sanchez) Pg. 152

Minutes

13. Approval of the minutes from the Special City Council meeting on September 3, 2026. (Corn/Martinez) Pg. 173

14. Approval of the minutes from the Regular City Council meeting on September 10, 2026. (Corn/Martinez) Pg. 178

NON-ACTION ITEMS (Information Items)

15. Proclamation — Catholic Daughter of the Americas (Rosie Duran)

16. Utility Updates (Andrew Valadez)

17. Airport Updates (Omar Gonzales)

18. National Championship Air Race Updates (Fred Telling)

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

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

NEW BUSINESS / REGULAR ITEMS

19. Approval of the reallocation of funds in the amount of $563,617.19 that was originally allocated for the purchase of a new side-load truck. (Gass/Chaparro) Pg. 191

Resolution(s)

20. Resolution 26-63: Adoption of Resolution 26-63 — Budget adjustment for the fiscal year ending June 30, 2027. (Gass/Gomez) Pg. 200

Ordinance(s)

21. Ordinance 26-11: authorize to advertise to hold a public hearing on proposed Ordinance 26-11: An Ordinance amending Chapter 21 of the Roswell City Code related to Solid Waste Rate Indexing. (Arnold/Chaparro) Pg. 203

CLOSED SESSION

Hold a Closed Session - Pursuant to NMSA 1978, § 10-15-l(H)(5), to discuss attorney-client privileged communication relating to Collective Bargaining in which the City of Roswell is or may become a participant. (Corn/Nairn-Mahan)

CONTINUED NEW BUSINESS / REGULAR ITEMS

22. Authorizing the City Manager to enter into a Collective Bargaining Agreement with the Utility Workers Union of America, Local 51. (Corn/Nairn-Mahan) Pg. 206

23. Authorizing the City Manager to enter into a Collective Bargaining Agreement with the Roswell Police Officers' Association. (Corn/Nairn-Mahan) Pg. 207

COUNCILOR COMMENTS (Information Only)

CITY MANAGER REPORTS/ANNOUNCEMENTS

(Information Only)

24. Employee Out-of-State Travel (Informational Only) Pg. 208

Adjournment

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week before 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 575-637-6202 if a summary of another type of accessible format is needed. Printed and posted: Monday, October 5, 2026

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 3.
Meeting Date: 10/08/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

ACTION REQUESTED:
Approval of a budget transfer in the amount of $255,064.61 and a change order for additional RIAC Drainage Improvements under CES Contract #2026-06-R1239-ALL with Desert West Enterprises, LLC. (Arnold/Vigil)

BACKGROUND:
Initiated by: Paul Vigil

The Air Center is requesting approval of a budget transfer and associated change order for additional RIAC Drainage Improvements. The additional work is necessary to address existing drainage concerns, enhance stormwater management, reduce water accumulation, and improve drainage during significant storm events. The additional scope includes earthwork, exterior improvements, painting, utilities, testing, and inspections.

FINANCIAL CONSIDERATION
Financial Impact (Revenue & Expense): **Budget Transfer Needed**

A budget transfer totaling $255,064.61 is requested from **51004332-652421**-Contract Demolition ($215,287.60) and **51004332-614002—**M&R Building ($39,777.01) to **51004334-817504**-Capital Outlay Infrastructure to provide funding for the additional RIAC Drainage improvement.

LEGAL REVIEW:
No legal review at this time.

BOARD AND COMMITTEE ACTION:
The Legal Committee voted 5-0 to recommend approval of the budget transfer and change order at its September 24, 2026, meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Additional Drainage Improvements

GORDIAN | Job Order Contracting Core

Price Proposal - 2026-06-R1239-ALL

This proposal was prepared exclusively for Desert West Enterprises, LLC

Job Number: 340
Job Name: RIAC Drainage Improvements - Additional Work
Contractor: Desert West Enterprises, LLC
Date Created: 08/13/2026
Last Update: 08/21/2026
Proposal Value: $255,064.61
Construction Procurement Catalog: Year 2026 Quarter 2 - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	$24,064.99
01 General Requirements	$38,721.24
31 Earthwork	$31,218.90
32 Exterior Improvements	$119,494.51
33 Utilities	$41,564.97

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
NM Gross Receipts Tax	01 General Requirements	19445.000000	$1.00	1.0000	$19,445.00
Bond	01 General Requirements	4619.990000	$1.00	1.0000	$4,619.99

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	Non-Prepriced		EA	NM Gross Receipts Tax	$19,445.00

QTY	Unit Price	Factor	Total
19445.000000	$1.00	1.0000	$19,445.00

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
2		Non-Prepriced		EA	Bond	$4,619.99

QTY	Unit Price	Factor	Total
4619.990000	$1.00	1.0000	$4,619.99

3	General Requirements	014523500080	Day	Testing and inspecting, supervision of earthwork Supervision of Earthwork per day	$38,721.24

QTY	Unit Price	Factor	Total
85.000000	$399.60	1.1400	$38,721.24

4	Earthwork	312514161625	Ea.	Erosion control, silt Sac for Catch Basin, Single, 2ft x 2ft Erosion control, Silt Sac, for Catch Basin, Single 2ft x 2ft	$31,218.90

QTY	Unit Price	Factor	Total
250.000000	$109.54	1.1400	$31,218.90

5	Exterior Improvements	320117200220	Ea.	Flexible pavement patches, roadway, light traffic, sawcut, groups of large size patches Large size patches	$104,390.99

QTY	Unit Price	Factor	Total
752.000000	$121.77	1.1400	$104,390.99

6		321723131110	S.F.	Painted pavement markings, airport painted markings, painting white or yellow markings, SF, taxiway, with 12 lbs beads per 100 S.F. with 12 lb. beads per 100 S.F.	$15,103.52

QTY	Unit Price	Factor	Total
8716.251000	$1.52	1.1400	$15,103.52

7	Utilities	334211501402	Ea.	Public storm utility drainage piping, drainage and sewage, corrugated HDPE, type S, split coupling, 12" diameter, excludes excavation and backfill HDPE type S, split coupling, 12" diameter	$41,564.97

QTY	Unit Price	Factor	Total
545.000000	$66.90	1.1400	$41,564.97

Regular City Council Meeting
Meeting Date: 10/08/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

ACTION REQUESTED:
Approval of a budget transfer in the amount of $135,000.00 from M&R - Infrastructure to Capital Outlay - Land for the purchase of 6.81 acres, including closing costs, located near the intersection of 8th Street and Sycamore. (Arnold/Garcia)

BACKGROUND:
Initiated by Ted Garcia Jr.

The City has negotiated the proposed purchase agreement with the Estate of Annie Wildy Lea Garry, a/k/a Annie W. Garry, a/k/a Annie L. Garry, to acquire approximately 6.81 acres of an 8.43-acre tract located in the NW¼SW¼ of Section 31, Township 10 South, Range 24 East, Chaves County, New Mexico, as depicted on the Garry Tract Boundary Survey recorded in Book 24, Page 88 of the Chaves County Records.

The acquisition is necessary to facilitate the planned realignment of 8th Street, a transportation improvement project intended to improve roadway alignment, traffic flow, and public safety. The additional right-of-way will enhance visibility for motorists, improve access for emergency vehicles, accommodate future transportation infrastructure needs, and reduce maintenance and liability concerns associated with the existing roadway configuration.

FINANCIAL CONSIDERATION:
The purchase price is $126,500.00, which is equal to the property's independently appraised value. Under the purchase agreement, the City will pay the purchase price and one-half of the closing costs and will utilize the property for public right-of-way and related municipal purposes.
A budget transfer in the amount of $135,000.00 is requested from M&R-Infrastructure (26234323-614020) to Capital Outlay-Land (26234323-817501) to provide sufficient funding for the purchase.

LEGAL REVIEW:
Assistant City Attorney reviewed the Purchase and Sale Agreement.

BOARD AND COMMITTEE ACTION:
The Legal Committee voted 5-0 to refer to City Council at their meeting on September 24, 2026.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

8th Steet Realignment Proposal
Report to Governing Body

Appraisal Report of the
8.43 Acres of Vacant Land Located on
West 8th Street and North Sycamore Avenue
Roswell, New Mexico 88201

Prepared for the
City of Roswell
Attn: William Morris, Planning Manager
415 North Richardson Avenue
Roswell, New Mexico 88201

Prepared by
Oscar E. Kunkel, Jr., SRA
P.O. Box 757
Roswell, New Mexico 88202-0757
as of
May 22, 2018

KUNKEL & ASSOCIATES
Providing Real Estate Valuation Solutions for Southeastern New Mexico

June 4, 2018

City of Roswell
Attn: William Morris, Planning Manager
415 North Richardson Avenue
Roswell, New Mexico 88201

Re: 8.43 Acres of Vacant Land Located on West 8th Street and North Sycamore Avenue

Dear Mr. Morris:

At your request, I have prepared the accompanying Appraisal Report of an 8.43 acre vacant land tract which is located on West 8th Street and North Sycamore Avenue, Roswell, New Mexico. My analyses and conclusions are presented in the accompanying 66-page appraisal report.

The intended use of this appraisal is to provide my conclusion of Fair Market Value of the surface estate of the subject property for possible acquisition of the property. The exposure time for the subject property is estimated to have been twelve months, or more.

A summary of salient facts is on Page 1. As a result of the investigation and analysis of the information gathered, **it is my conclusion that the Fair Market Value of the surface estate of the subject property as of May 22, 2018, is:**

One Hundred Twenty-Six Thousand Five Hundred Dollars

($126,500.00)

I, the undersigned, do hereby certify that to the best of my knowledge and beliefs, the statements contained in this report and upon which the conclusions expressed are correct, subject to the limiting conditions herein set forth; also that this report has been made in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and with the federally mandated appraisal requirements in Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989. **This appraisal report is considered to be an Appraisal Report as defined and in accordance with the Uniform Standards of Professional Appraisal Practice, Standards Rule 2-2(a). As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's conclusion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**

Respectfully submitted,

O. E. Kunkel Jr.

Oscar E. Kunkel, Jr., SRA
(NM State Certified Appraiser # 314-G)

OEK: le

P.O. Box 757 Roswell, NM 88202-0757 (575) 623-5180 – office (575) 623-0568 – fax budkunkel@cableone.net

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Location:	8.43 Acres West 8th Street and North Sycamore Avenue, Roswell, New Mexico
Valuation Date:	May 22, 2018
Date of Inspection:	May 22, 2018
Type of Property:	Vacant Land
Property Rights Appraised:	Fee Simple
Highest and Best Use:	Vacant Land
Zoning:	R-1 Residential District
Site Size:	8.43 Acres
Improvements:	None
Value Conclusions:	
Cost Approach:	N/A
Income Approach:	N/A
Sales Comparison Approach:	$126,500
Final Conclusion of Fair Market Value:	**$126,500**

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AERIAL VIEW OF SUBJECT PROPERTY

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made subject to the following assumptions and limiting conditions:

1. The authors of this appraisal report are not required to give further consultation, testimony, or be in attendance in court with reference to the property in question, unless arrangements have been previously made.

2. The distribution of the total valuation in this appraisal report between land and improvements applies only under the stated program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal of any interest less than the whole fee simple estate relates only to the fractional interest defined. The value of such a fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.

3. Disclosure of the contents of this appraisal report is governed by the Bylaws and Regulations of the professional appraisal organizations with which the appraisers are affiliated, specifically, the Appraisal Institute.

4. When the signatories of this appraisal report are Members or Candidates of the Appraisal Institute, then the Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate.

   Therefore, except as hereinafter provided, neither all nor any portion of the contents of this appraisal report, especially any conclusions as to value or the identity of the appraisers, shall be disseminated to the public. Possession of this appraisal report, 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 prior written consent of the signatories. Selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Furthermore, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations media, news media, sales media, or other media for public communication without the prior written consent of the signatories of this appraisal report. Nor shall the appraisers, appraisal firm, or professional organization with which the appraisers are associated be identified without the prior written consent of the appraisers.

5. No responsibility is assumed for matters which are legal in nature, nor is any opinion of title rendered. The title is assumed to be marketable. The legal descriptions used in this appraisal report are assumed to be correct.

6. Liens against the subject property, if any, have been disregarded, and the property is appraised as though free and clear, under responsible ownership and competent management.

7. Information furnished by others and contained in this appraisal report is believed to be reliable, but no responsibility is assumed for its accuracy. The following persons provided information used in this report: William Morris, Planning Manager, City of Roswell; Chaves County Assessor's and Treasurer's Offices; and numerous buyers/sellers of vacant land in Roswell, New Mexico.

8. No survey of the property has been made by the appraisers and no responsibility is assumed for the accuracy of surveys, diagrams, sketches, or maps included in this appraisal report. These items are provided solely for the purpose of assisting the reader to visualize the subject property being appraised. It is assumed that the utilization of the land and

improvements is within the boundaries of the property lines described and that there is no encroachment or trespass, unless noted in this appraisal report.

9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or improvements which would render the property more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in this appraisal report.

11. It is assumed that all required licenses, consents, certificates of occupancy, or other legislative or administrative authority from any local, state, or national government or private entity or organization, have been or can be obtained or renewed for any use on which the conclusion of value contained in this appraisal report is based.

12. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report. No environmental impact studies were made in conjunction with this appraisal report. The conclusion of value contained herein could be impacted by subsequent environmental impact studies, research, investigation, and resulting governmental actions.

13. Unless otherwise stated in this appraisal report, the existence of environmental hazards as defined in the federal Resource Conservation and Recovery Act regulations 40 CFR 261.3 or any other RCRA regulations pertaining to hazardous materials which may or may not be present on the property, were not called to our attention, nor did we become aware of such during our inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test for such substances or conditions. The presence of such hazardous substances or environmental conditions may affect the value of the property. The conclusion of value is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

14. No guarantee exists, written or implied, that the subject property will sell or lease for the amounts provided herein.

15. No representations relating to the future value of the subject property have been made by the appraisers. The value conclusions herein are valid only as of the date of the appraisal, and reflect the appraiser's knowledge of market conditions as of that date.

    Anyone acting in reliance upon the opinions, judgments, conclusions, or data contained herein, who has the potential for monetary loss due to reliance thereon, is advised to secure an independent review and verification of all such conclusions and/or facts. The user agrees to notify the appraisers, prior to any irrevocable loan or investment decision, of any error which could reasonably be determined from a thorough and knowledgeable review.

16. An appraisal is only one tool in the loan underwriting process. The credit worthiness, financial capacity, and management ability of a developer/owner has a significant impact upon the value of real property. The property is appraised as having knowledgeable ownership and competent management. If utilized for loan underwriting purposes, the lender bears the responsibility for verification of facts relating to the subject property and for prudent underwriting procedures.

17. The conclusion of value does not consider the effects, if any, of the current financing that may, or may not, encumber the subject property.

18. The preparation of this appraisal report has been performed in good faith. Kunkel and Associates, Inc., its employees, agents or officers, may be held accountable only for any losses, claims, damages, liabilities, costs or expenses incurred by any users of this report in an amount not to exceed the fee charged to provide this report.

19. Acceptance of and or use of this appraisal report constitutes acceptance of all assumptions and limiting conditions stipulated herein.

20. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have 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. If so, this could have a negative effect on the value of the property. Because the appraisers have no direct evidence relating to this issue, no consideration was given to the possible non-compliance with the requirements of ADA in providing the conclusion of value on the property.

21. I have appraised other vacant land properties in Roswell and Southeastern New Mexico and I am competent to complete this appraisal in accordance with the Competency Rule, Page 11, USPAP 2018-2019 Edition.

22. **As agreed upon with William Morris, Planning Manager, City of Roswell, prior to the preparation of this appraisal, this is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it might not include full discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's conclusion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.**

23. There are no improvements on the subject site. The site is mostly rectangular in shape with the west end of the site being irregularly shaped. Based upon the Chaves County Assessor's Plat, the subject site contains 8.43 acres. **A Survey will be required to accurately provide the location of the site, the size of the site, and a legal description for the site.**

QUALIFICATIONS OF THE APPRAISER

OSCAR E. KUNKEL, Jr. (Bud) **DOB: 4-22-50**
P.O. Box 757
Roswell, New Mexico 88202-0757
Phone (575) 623-5180
budkunkel@cableone.net

Employment: October 1983 to Present - Self-employed as a residential and commercial fee appraiser. Major area of appraisal activity is in the towns of Artesia, Carlsbad, Clovis, Hobbs, Lovington, Portales, Roswell, and Ruidoso - generally Southeastern and Southern New Mexico.

November 1978 to October 1983 - Manufacturing Engineering Supervisor in Radar Division of Equipment Group, Texas Instruments, Inc., Dallas, Texas.

December 1972 to November 1978 - Served as an Armor Officer with the 82nd Airborne Division at Fort Bragg, North Carolina, and as a Cavalry Officer with the 11th Armored Cavalry Regiment in Germany. Also served as a Nuclear Release Officer with the 5th U.S. Corps in Germany.

Education: Graduate of New Mexico State University, 1972

Appraisal Institute Course 1A - Real Estate Appraisal Principals, 1983

Appraisal Institute Course 8-2 - Residential Valuation, 1984

Appraisal Institute Course 1B - Capitalization Theory and Techniques Part A & B, 1990

Appraisal Institute – National USPAP Course, 2017

Numerous continuing education appraisal seminars sponsored by the Appraisal Institute

State License: State of New Mexico Real Estate Appraiser General Certificate License No. 314-G

Professional Affiliation: Appraisal Institute - Rio Grande Chapter - President, 1999. Region VIII (Texas & New Mexico) - Chapter Services Committee Representative 2001-2002. Region VIII - Director and Appraisal Institute Board of Directors 2006-2007. Appraisal Institute Strategic Planning Committee Member 2009. Appraisal Institute National Nominating Committee Member 2011. AI Holdings Board Member 2012-2014. Received SRA designation in 1993.

Clients Include: Most banks in Southern New Mexico, several counties and cities in Southern New Mexico, numerous Federal and State governmental agencies, and numerous individuals, law firms, and accounting firms.

IDENTIFICATION OF THE PROPERTY

The subject property is located just northeast of the northeast corner of the intersection of West 8th Street and North Sycamore Avenue, Roswell, New Mexico. The site is mostly rectangular in shape with the west end of the site being irregularly shaped. The site is located on the north side of West 8th Street and on the east side of North Sycamore Avenue. The subject site is contiguous with a significantly larger parcel owned by the City of Roswell. The subject's legal description is:

> A tract of land consisting of 8.43 acres in the NW¼SW¼ of Section 31, Township 10 South, Range 24 East, Chaves County, New Mexico.

No filed instrument has been provided to the appraiser that provides a detailed legal description for the subject property. A Survey will be required to provide an accurate legal description for the subject property.

INTENDED USE OF THE APPRAISAL

It is my understanding this appraisal will be used to provide my conclusion of the Fair Market Value of the surface estate of the subject property for possible acquisition of the property. It is not intended for any other use.

DEFINITION OF FAIR MARKET VALUE

For purposes of condemnation under eminent domain, New Mexico Uniform Jury instructions provide the following definition for Fair Market Value:

New Mexico Uniform Jury Instruction 13-711

Fair Market Value is considered to the highest amount of cash a willing seller would take, and a willing buyer would offer, for the property if it were offered for sale in the open market for a reasonable time to find a purchaser, buying with knowledge of all the uses to which the property is suitable or adaptable, the seller not being required to sell nor the purchaser being required to purchase.

PROPERTY RIGHTS APPRAISED

The property rights appraised in this report are in fee simple interest and as though unencumbered. ***Fee simple is defined***:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

{The Appraisal of Real Estate, 14th Edition, 2013, Page 5, published by the Appraisal Institute.}

INTENDED USER OF THE APPRAISAL

The intended user of this appraisal is the client, City of Roswell, at the request of William Morris, Planning Manager. This appraisal report is prepared for the sole and exclusive use of the City of Roswell for possible acquisition of the property. No third parties are authorized to rely upon this appraisal report for any purpose whatsoever without the express written consent of the appraiser.

SCOPE OF THE APPRAISAL

The subject property is vacant land and is identified by metes and bounds. An aerial location map shows the property location and the general market area. Market area information was collected and analyzed to provide indications of economic, social, governmental, and physical factors that may have an effect on the subject's value. The subject property is described, providing the user of this report information about the site.

In this appraisal of vacant land, the four factors that influence value will be analyzed and discussed. These four factors are governmental, economic, social, and geographic factors. These factors will be addressed in the Chaves County Data, Roswell City Data, Market Area Data, and Site Description sections of this appraisal report. The property itself

will be described. Various maps, plats, and photographs are included to help identify and visualize the subject property.

The subject property will be analyzed in relation to the market and the available vacant land sales that are competitive with the subject, considering utility, scarcity, and desirability. This analysis will primarily be developed based upon sales information provided by recent vacant land sales.

The Sales Comparison Approach will be used in this appraisal report to develop my conclusion of Fair Market Value of the surface estate of the subject property. Information on recent vacant land sales will be sought and developed for this analysis. These sales will be analyzed and compared to the subject property.

To provide my conclusion of Fair Market Value of the surface estate of the subject property, an Appraisal is developed in accordance with USPAP Standards Rule 2-2(a). This appraisal report is a brief recapitulation of the data developed and analyzed by the appraiser to provide the value conclusion. Supporting documentation is retained in the appraiser's files.

STATEMENT OF OWNERSHIP

The subject property is assumed to be owned by the Annie Wildy Lea Garry Estate, per information provided by William Morris, Planning Manager, City of Roswell. The subject's Warranty Deed has not been provided to the appraiser.

DATE OF THE APPRAISAL AND INSPECTION

The appraisal date is May 22, 2018. Oscar E. Kunkel, Jr., inspected the subject property on May 22, 2018.

COUNTY AND CITY DATA

Chaves County Data

Chaves County is located in the southeast quadrant of New Mexico. It is bordered by De Baca, Roosevelt, Lea, Eddy, Otero, and Lincoln counties. The county seat is Roswell. Chaves County contains 6,071 square miles. The elevation averages approximately 3,560 feet. Per the 2010 Census, the county population was 65,645. This is an increase of 6.9% from the 2000 Census.

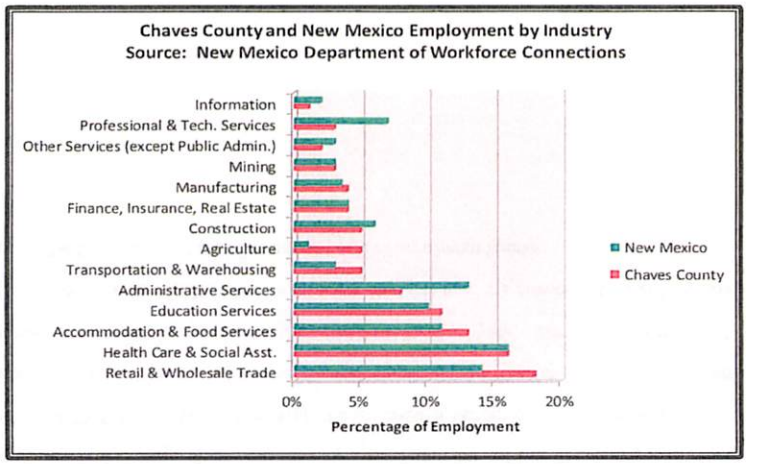
Per New Mexico Workforce Connections statistics, Chaves County had an unemployment rate of 4.2% per the April 30, 2018 report. This percentage of unemployment is lower than the 6.2% unemployment rate in April 2017. In April 2018, Chaves County had an employed labor force of 25,761. Even though the unemployment rate decreased in April 2018, it is also noted that the civilian labor force has decreased by 1,210 people since April 2017. The following Chaves County Employment/Unemployment Chart provides information from April 2013 through April 2018.

CHAVES COUNTY EMPLOYMENT/UNEMPLOYMENT

Date	Civilian Labor Force	Employed	Unemployed	
			Number	Rate
April-13	26,183	24,754	1,429	5.5%
April-14	25,706	24,281	1,425	5.5%
April-15	27,387	25,923	1,464	5.3%
April-16	27,217	25,669	1,548	5.7%
April-17	28,096	26,357	1,739	6.2%
April-18	26,886	25,761	1,125	4.2%

*Source: New Mexico Workforce Connection updated as of April 30, 2018

The Retail and Wholesale Trade industries account for the largest percentage of employment in Chaves County. However, Health Care and Social Assistance employment is a close second. The following chart provides a percentage of employment by industry in Chaves County and New Mexico.



The county property tax is regulated by the county and state. Governmental regulations, such as zoning, help to establish a uniform pattern for land development. Thus, good streets, adequate sewage disposal facilities, and adequate utilities are in place before new construction can begin. This is a benefit to good development. These costs go into the price of a building site when the site is sold. Property taxes are not excessive when compared to surrounding states. Therefore, property taxes are not considered to be repressive.

Increases in dairy production in the county and the continued improvements to the Leprino Cheese Plant south of Roswell provide additional jobs due to the dairy industry in Chaves County and the surrounding market area. The Leprino plant is the largest mozzarella cheese manufacturer in the world. It has 600-650 employees at any given time. It was announced in January 2018 that the plant will be enlarged again with a 70,000 square foot expansion of a new refrigeration area. This expansion is expected to increase employment by an additional 15-17 people. However, the dairy industry throughout the

United States has been overproducing milk and the exportation of dairy products has also suffered, due to weak worldwide demand. Many dairies throughout the U.S. had been losing money in the 2009-2010 timeframe. The price received by dairy farmers for their milk (especially in Southeastern New Mexico) in the December 2011 to January 2014 time frame was below the breakeven point, considering existing production costs. This imbalance was corrected in January/February 2014. The sale price of milk was higher than production costs from February 2014 to December 2014. The price New Mexico dairy farmers received for their milk in November 2014 was $20.50/cwt. The price was approximately $18.30/cwt for December 2016 milk. Milk prices averaged approximately $15.10/cwt for 2017. Milk futures indicate that prices should be $15.50 to $15.75/cwt for the next few months. The current breakeven price is approximately $14.00 to $14.50/cwt. Therefore, dairy farmers made money during 2017. Milk futures prices indicate that 2018 will be a reasonably flat year.

New rural residential development in Chaves County had generally been stable at an average of 39 new housing starts from 2006 to 2010. Overall, the higher levels of new rural residential housing that started in Chaves County (40+ in 2006 and 2010) is believed to have been prompted primarily by the increasing size of the Federal Law Enforcement Training Center in Artesia (FLETC) and the lowest residential mortgage rates in 40-plus years. The lower number of new residential housing starts from 2011 through 2016 is an indication of the weakness in the residential market in Chaves County. However, 2017 new housing starts increased by 11 permits for new housing in Chaves County. The following chart provides new rural residential construction totals since 2006.

NEW RURAL RESIDENTIAL CONSTRUCTION IN CHAVES COUNTY

2006 Total	2007 Total	2008 Total	2009 Total	2010 Total	2011 Total	2012 Total	2013 Total	2014 Total	2015 Total	2016 Total	2017 Total	2018 Total
45	35	34	37	44	28	14	18	14	18	13	24	4*

*As of April 30, 2018

● **Roswell City Data**

Centrally located in Chaves County, Roswell is the largest city in the county and serves as the county seat. Per the 2010 Census, the population was 48,366. This was an increase of 3,073 people or 6.8% since the 2000 Census. Transportation is primarily by personal vehicle and transport trucks. Roswell is located on U.S. Highway 285, which connects Roswell with Interstate Highway 40 to the north and Artesia and Carlsbad to the south. U.S. Highway 70 connects Roswell with Clovis to the northeast. U.S. Highway 70/380 connects Roswell with Ruidoso and Las Cruces to the west. U.S. Highway 380 connects Roswell with Tatum, New Mexico, and the Texas Panhandle area to the east. In March 2009, U.S. News and World Report named Roswell as number eight of the top ten places to retire in the United States, citing low-cost living expenses and free activities as two of its attractions.

Utilities, city services, and health services are all adequate for a city the size of Roswell. The school system in Roswell is generally considered to be adequate. School enrollment information from the New Mexico Public Education Department shows that enrollment had shown a steady increase in Roswell from the 2011-2012 school year through the 2014-2015 school year. However, the 2015-2016 school enrollment reflects a slight decline in student enrollment in the Roswell Public School District. Student enrollment figures reflect a slight increase for the 2016-21017 school year. Enrollment for the 2017-2018 school year is 10,326, which is 86 fewer students than the previous 2016-2017 school year. The following chart provides seven years of enrollment figures:

ROSWELL PUBLIC SCHOOL ENROLLMENT

Year	Enrollment
2011-2012	10,182
2012-2013	10,261
2013-2014	10,344
2014-2015	10,445
2015-2016	10,374
2016-2017	10,412
2017-2018	10,326*

*As of January 19, 2018

The collected amounts of Gross Receipts Taxes and Lodger's Taxes had declined in FY 2008-2009 and FY 2009-2010. There was some increase for the FY 2010-2011 time frame. FY 2011-2012 shows recovery with amounts similar to FY 2007-2008. There have been continued increases in Gross Receipts Taxes in FY 2012-2013, FY 2013-2014, and FY 2014-2015. Lodger's Taxes increased significantly in FY 2012-2013, FY 2013-2014, and FY 2014-2015. FY 2014-2015 was the highest collection year for both Lodger's Taxes and Gross Receipts Taxes compared to previous years. Lodger's Tax collections for FY 2015-2016 were $70,828 lower than FY 2014-2015 collections. Gross Receipts Tax collections for FY 2015-2016 were $1,814,366 lower than FY 2014-2015 collections. Lodger's Tax collections for FY 2016-2017 were $1,079,014, which is $4,829 higher than the previous FY 2015-2016. The current FY 2017-2018 Lodger's Tax collections through April 2018 are $901,851. If Lodger's Tax collections continue this trend for FY 2017-2018, they will be somewhat higher than the prior FY 2016-2017 Lodger's Tax collections. Gross Receipts Tax collections for the first ten months of FY 2017-2018 were $26,227,372. If Gross Receipts Tax collections continue this trend for FY 2017-2018, they will be considerably higher than the prior FY 2016-2017 Gross Receipts Tax collections. The following charts provide the previous ten-plus years of Gross Receipts Tax and Lodger's Tax collections:

ROSWELL LODGER'S TAXES
FY JULY – JUNE

Year	Taxes
2007-2008	$ 957,237
2008-2009	$ 897,476
2009-2010	$ 836,212
2010-2011	$ 855,150
2011-2012	$ 899,148
2012-2013	$ 973,173
2013-2014	$1,062,105
2014-2015	$1,145,013
2015-2016	$1,074,185
2016-2017	$1,079,014
2017-2018	$ 901,851*

*As of April 30, 2018

ROSWELL GROSS RECEIPTS TAXES
FY JULY – JUNE

Year	Taxes
2007-2008	$27,965,404
2008-2009	$27,164,426
2009-2010	$26,890,805
2010-2011	$27,184,374
2011-2012	$27,741,121
2012-2013	$27,861,131
2013-2014	$29,274,163
2014-2015	$30,572,662
2015-2016	$28,758,296
2016-2017	$29,512,930
2017-2018	$26,227,372*

*As April 30, 2018

During the six years prior to 2009, Roswell had significant commercial development (primarily along the North Main Street growth corridor). This development ranged from several new national franchise restaurants and hotels to a Wal-Mart Supercenter and a Sam's Club that was opened in July 2006. There is continued development of new retail space in strip centers by the Roswell Mall and the Wal-Mart Supercenter. One of the more recent developments in this area is a new McDonald's Restaurant located just south of Sam's Club. It opened at the end of December 2014. Another recent development in this area is a new Panda Express restaurant, which is located on an outparcel in front of the Wal-Mart Supercenter. It opened in March 2016. A new Verizon Wireless store and a new Aspen dental office have recently been completed just north of the Berrendo River. Both of these new facilities were opened in February/March 2018. Berrendo Center 1 (a strip center) was completed in 2007/2008 just south of the Roswell Mall. This center includes the Armed Forces Career Center, Lily's Nails & Spa, Rue 21, Famous Footwear, and Petco. AT&T is in a two-tenant building in this area. Berrendo Center II, just south of the Berrendo River on the east side of North Main Street, has Discount Tire and KidsKare Dental, both of which opened in August 2008. All About Spas, a local company, built a stand-alone store

just south of the Berrendo River in 2007. South of All About Spas, a Murphy Express Gas Station opened in May 2011. South of the Murphy Express a new Champion Xpress carwash opened in mid-July 2015. A new 93-room Holiday Inn Hotel and Conference Center, with a full-service restaurant and a conference room large enough to accommodate 290 people, opened for business in mid-April 2013. It is located just west of the Murphy Express Station, on North Main Street. The new 68-suite Comfort Suites hotel opened in early July 2010. It has a conference room that will accommodate 50 people. It is located on North Main Street, across the street from the Hampton Inn. The owner of the Del Norte shopping center, at 2810 North Main Street, has renovated and expanded. This included the renovation/expansion by Farmer's Country Market and an expansion by Westlake Hardware. A new seven unit strip shopping center located in the 3100 block of North Main Street was completed and ready for tenants in September 2015. In addition to this new commercial development, a new Pioneer Bank headquarters building opened in March 2010 on North Main Street, just north of the intersection of North Main Street and Mescalero Road. Financial institutions that opened new buildings on North Main Street in 2009-2010 include Pioneer Bank, First American Bank, and Roswell Community Federal Credit Union. A new two unit office building was opened in early May in the northeast corner of the intersection of North Main Street and East Berrendo Road.

An 87-suite Candlewood Suites hotel is located just west of Applebee's restaurant in another North Main Street developing area between 19th Street and Country Club Road. It was opened in June 2009. A new 80-room Holiday Inn Express began construction in early May 2016 just west of the original Holiday Inn Express. This new hotel opened in mid-May 2017. The original Holiday Inn Express has been re-branded as a Baymont hotel. A 71-suite Towneplace Suites by Marriott opened in June 2013. This hotel is located on East 19th Street, across from the Lovelace Regional Hospital. The Towneplace Suites offers accommodations for longer stays that include studio, one-bedroom and two-bedroom suites with fully equipped kitchens, and separate living/work and sleep areas.

A larger than typical Burger King restaurant broke ground in early May 2011 and was operational in October 2011. It is located in-between 19th Street and College Boulevard on North Main Street. The site is in-between Walgreen's and Hastings, across from the New Mexico Military Institute. A new upscale Subway restaurant opened in June 2013 in downtown Roswell. It is a complete renovation of a former Denny's Restaurant. Approximately one-half of the building is a new Verizon Wireless location.

At the north end of the central business district on North Main Street, new development has centered around the Roswell Convention and Civic Center, which is currently being enlarged to accommodate larger gatherings. Recent development in this area includes the Farley's Restaurant, a new Starbucks, a new Sonic, and a new Marriott Fairfield Inn. The International UFO Museum and Research Center purchased a site in the southeast corner of North Main Street and East Eighth Street. The UFO Museum planned to develop the site with a new museum. However, the site was sold in 2014 to a developer who has developed the site with a new Buffalo Wild Wings Restaurant and a new Carl's Jr. Restaurant. They both opened in January/February 2015. The former Red Brick Pizza in this same area, was converted into an Italian food restaurant named Carmine's. This was subsequently leased to a Papa John's Pizza franchise in mid-2016.

There has also been some new commercial development along West Second Street (new restaurants, new retail improvements, new automobile dealerships, and a totally renovated automatic carwash have improved this area). Roswell Hyundai, at 1909 West Second Street, has completed a total renovation and high-end remodel. The renovated facility now meets Hyundai corporate image specifications. It opened in mid-July 2011. A new Nissan dealership, in-between the newer Toyota dealership and the newer Honda dealership, opened for business in mid-November 2012. Albertson's purchased the Lawrence Brothers grocery store in mid-2016 and renovated the store.

New commercial development on South Main Street has been prompted by the catalysts of the Chaves County Administrative Complex and Roswell's most modern grocery

store, Albertson's. A new Planet Fitness health club opened in January 2016 in the former Albertson's grocery store south of East Hobbs Street.

Prior to the economic slow-down in 2009/2010, new residential development (which is primarily in the northeast and northwest quadrants of Roswell) has fluctuated from 84 new housing starts in 2005, to an average of 101 new housing starts per year between 2006 and 2009. However, the 2009 housing starts of 50 units, the 2010 housing starts of 34 units, the 2011 housing starts of 29 units, the 2012 housing starts of 46 units, the 2013 housing starts of 50 units, the 2014 housing starts of 44 units, and the 2015 housing starts of 47 units is an average of only 43 new housing starts per year. This is a significant drop from the 2005-2008 figures. There was an increase of 10 permits issued for residential construction in 2016 compared to 2015 and a decrease of five permits issued for 2017 compared to 2016. The following chart provides new residential construction development in Roswell for the years 2006 through May 31, 2018.

NEW RESIDENTIAL CONSTRUCTION IN ROSWELL

2006 Total	2007 Total	2008 Total	2009 Total	2010 Total	2011 Total	2012 Total	2013 Total	2014 Total	2015 Total	2016 Total	2017 Total	2018 Total
134	120	105	50	34	29	46	50	44	47	57	52	20

*As of May 31, 2018

Permanent staffing for the Federal Law Enforcement Training Center (FLETC) in Artesia has had a positive impact on the residential housing market in Roswell, especially during 2006 through 2008. Due to the continuing improvement in shopping and other services available in Roswell, many employees at FLETC are willing to live in Roswell and commute daily to Artesia. However, as the number of permanent positions at FLETC has stabilized and the economy has slowed, the Roswell residential market has weakened.

Roswell's economy has been reasonably stable over the previous three to four years. Four of the positive contributors to Roswell's economy are Dean Baldwin Painting, AerSale, Stewart Industries, and Avflight at the Roswell International Air Center. Dean Baldwin currently has approximately 165 employees in Roswell. It currently holds contracts

with American Eagle, Sky West, and United Airlines. AerSale currently employs approximately 116 people for its aviation disassembly and warehouse/distribution company. Stewart Industries employs 65-plus people in the aviation repair/maintenance and disassembly business. Avflight has approximately 20 employees and provides aviation services including refueling, flight training, maintenance, hangar storage, and aircraft management. Leprino with its 600-650 employees is the largest private employer in Chaves County.

The Eastern New Mexico Medical Center is a 162-bed facility that offers a range of services from ER acute care to radiology and oncology. Eastern New Mexico Medical Center is owned and managed by Community Health Systems. Community Health Systems currently owns and manages six hospitals (including Eastern New Mexico Medical Center) in New Mexico. These hospitals include Mimbres Memorial Hospital in Deming, Mountainview Regional Hospital in Las Cruces, Carlsbad Medical Center in Carlsbad, Lea Regional Medical Center in Hobbs, and Alta Vista Regional Hospital in Las Vegas. It is anticipated that Eastern New Mexico Medical Center will bring in an additional 10-15 physicians over the next two years to add to its 600-plus employees.

A second hospital, Roswell Regional Hospital, opened in May 2007. Roswell Regional Hospital was a locally owned hospital that was owned by several local physicians. Roswell Regional Hospital was purchased by Lovelace Health Systems, Inc. in February 2012 and has subsequently been converted to Lovelace Regional Hospital. Lovelace Regional Hospital currently employs about 280 people. The hospital also plans to increase their services and add a new cath lab. It is a 26-bed hospital.

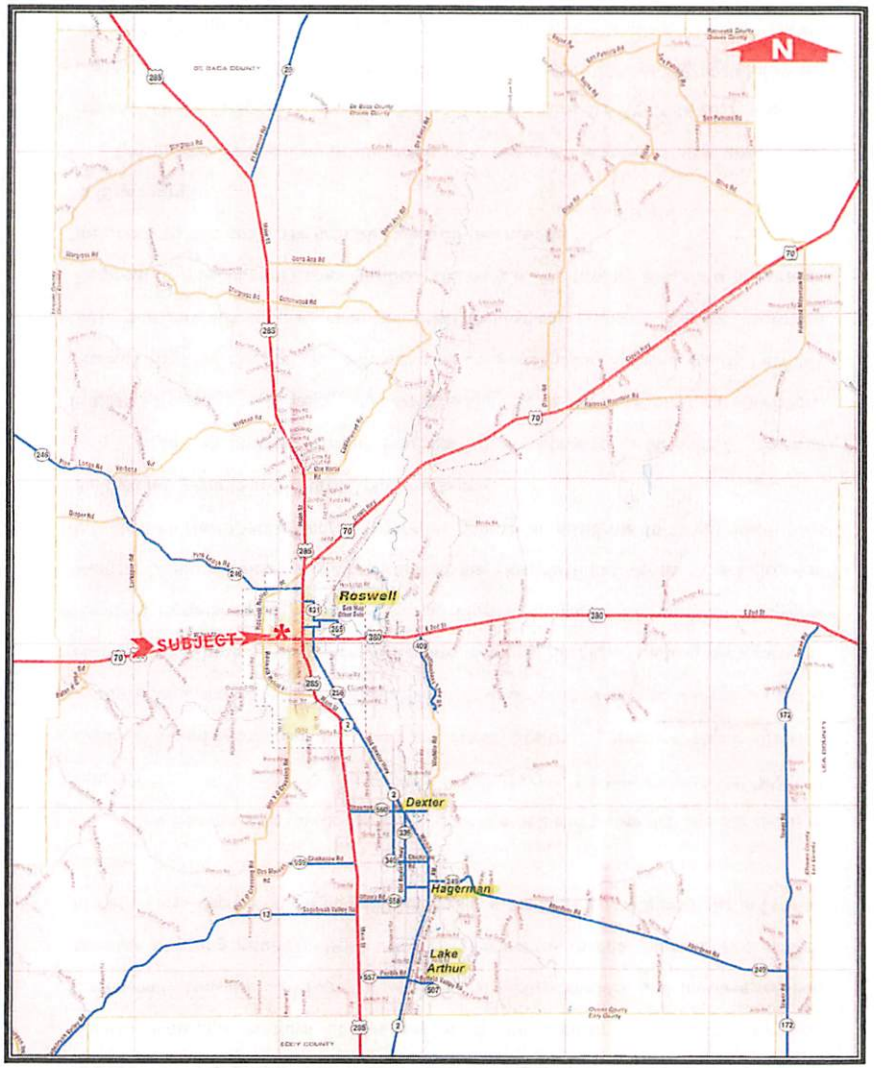
- **Summary**

The Roswell economy is somewhat more diversified than most other cities in the region. Gross Receipts Tax and Lodger's Tax collections for FY 2014-2015 were the highest amounts ever collected. FY 2016-2017 tax collections were slightly higher than the FY 2015-2016 tax collections. FY 2017-2018 tax collections are trending higher than FY

2016-2017 tax collections. The low interest rates and the reasonably stable economy in Roswell have generally stabilized the residential and commercial portions of the economy. Housing demand in Roswell has weakened, but the overall economy appears to be reasonably stable. It is anticipated that local businesses, such as the hospitals, will hopefully begin increasing their labor forces, which is expected to increase demand for housing.

The economy is expected to remain steady to having some upward improvement. Efforts to diversify the economy are being undertaken. This will assist in the long-term stabilization of the Chaves County and Roswell economy, making them less susceptible to the cycles of the oil and gas industry. The current economic conditions of being stable to slow growth are expected to continue for the foreseeable future.

A Chaves County Map follows.



CHAVES COUNTY MAP

MARKET AREA DATA

The subject property is located just north of the northeast corner of the intersection of West 8th Street and North Sycamore Avenue in Roswell, New Mexico. North Sycamore Avenue is a primary north/south collector street on the west side of Roswell. West 8th Street (which is an east/west collector street) is located on the south side of the subject. West College Boulevard, an east/west collector street approximately .5 miles north of the subject site, has been extended west to the Roswell Relief Route-Bypass and provides even better access to the west side of Roswell and better access into and out of the central business district. West Second Street (U.S. Highway 70/380) is located approximately .4 miles south of the subject. West Second Street (U.S. Highway 70/380) is the primary east/west route through Roswell. Considering West College Boulevard, West Country Club Road, West Mescatero Road, and West Berrendo Road, which are all east/west collector streets north of the subject, the subject property is well-located with good access to any part of Roswell within a 5-15 minute drive.

The subject's immediate market area is primarily influenced by the suburban residential development located in the northwest quadrant of Roswell. The Enchanted Hills area (directly west of the subject) is the largest in-town residential development. There are other generally older residential developments located south, east, and southeast of the subject. The in-town residential development that is located northeast of the subject in the large Coronado area and the adjoining newer residential subdivisions is generally perceived to be the premier residential development area in Roswell. This area continues to slowly develop with two newer residential subdivisions currently being built-out. The improvements that are located along North Sycamore Avenue that are in close proximity to the subject include four relatively new, large worship facilities and one large Christian school. There is a fire station located approximately .5 miles north of the subject. There are several new retail/service facilities south of the subject along West Second Street. These newer facilities include four large, new automobile dealerships, a new carwash facility, some newer

restaurants, and some new retail facilities. There is a great deal of vacant, undeveloped land that surrounds the subject. Most of this land is owned by the City of Roswell (the vacant land is part of the former Roswell Municipal Airport). This large, undeveloped land area and the privately owned land north and west of the subject is all located in the current growth pattern of Roswell. However, the length of time to develop this large amount of acreage is expected to be many years into the future.

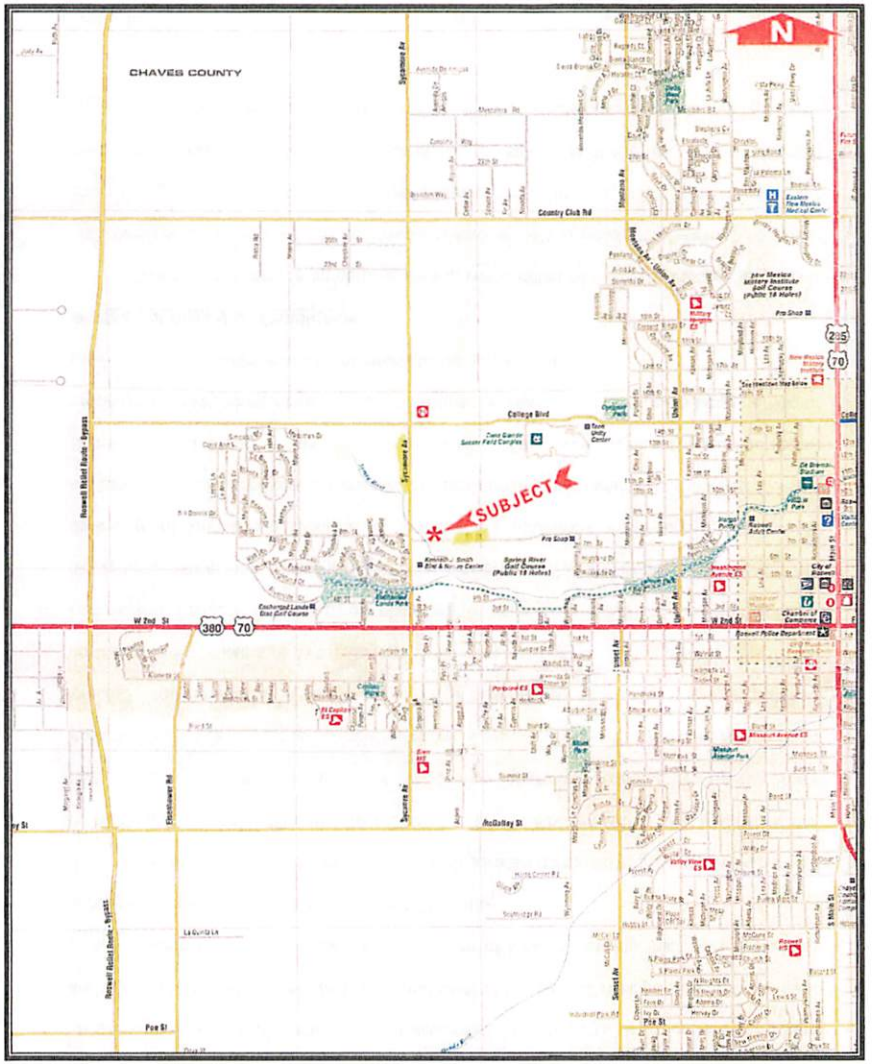
The new Cielo Grande Recreation Facility located northeast of the subject property is currently under construction and will provide the City of Roswell with a new aquatic center and recreation facility. Phase One of a new apartment community, Spring River Apartments, has recently been completed at the intersection of North Sycamore Avenue and West College Boulevard. A new Masonic Lodge building was built in 2011, a short distance northeast of the subject on West College Boulevard just east of the fire station. Most new commercial development has taken place some distance northeast of the subject along North Main Street and south of the subject along West Second Street. New residential development continues in subdivisions northeast and southwest of the subject. Demand is expected to slowly continue to increase for commercial improvements in the West College Boulevard and North Sycamore Avenue area. The large, new city park/recreation area/soccer field complex that is located northeast of the subject provides a large portion of the Roswell community with several recreational opportunities.

- **Market Area Data Conclusion**

Overall, the subject's immediate area is well-located and readily accessible. It is a high-traffic area due to the many east/west collector streets in close proximity to the subject. Even though there is minimal commercial development in the immediate area, demand for new commercial improvements is expected to slowly continue as new residential development continues to occur. There is more than adequate privately owned vacant land

available for new commercial development. The subject is located in what should become the westerly growth pattern of Roswell.

A Market Area Map follows.



MARKET AREA MAP

SITE DESCRIPTION

- **Location**

The subject property is located just northeast of the northeast corner of the intersection of West 8th Street and North Sycamore Avenue, Roswell, New Mexico. This is on the north side of West 8th Street and on the east side of North Sycamore Avenue, approximately .5 miles south of the intersection of West College Boulevard and North Sycamore Avenue.

- **Site Size and Dimensions**

The subject site is mostly rectangular in shape with the west end of the site being irregularly shaped. Per the Chaves County Assessor's Plat, the north property line is 1305.52 feet long and the south property line is 949.12 feet long. The east property line is 326.67 feet long and the irregular west property line is a total of 482.59 feet long. Per these dimensions, the site contains 8.43 acres.

- **Access and Visibility**

Vehicular access onto the site is gained from the south side of the subject site on West 8th Street. West 8th Street is an east/west collector street that provides good access into and out-of the subject's market area. Visibility of the subject site is good for both westbound and eastbound traffic on West 8th Street. The site is partially visible for northbound/southbound traffic on North Sycamore Avenue.

- **Parking Area**

The subject property is proposed to be used to realign the West 8th Street roadway. It does not provide any parking.

- **Zoning**

The site is currently zoned R-1 Residential District, per the current Zoning Map and Article 7 of the City of Roswell, Zoning Ordinance 10-02, dated June 22, 2010. R-1 Residential District Zoning is intended for low density single-family detached dwellings, 5 units per net acre, and other uses which uphold and maintain the low density residential

nature of the district. The permitted uses are single-family detached dwellings, home occupations, publicly owned police/fire stations/parks or playgrounds, and related buildings. Some of the special uses are cemeteries and mausoleums, churches and other places of worship, community association swimming pools and/or recreational facilities, golf courses and related buildings, public utility and service facilities, schools, community gardens, and renewable energy facilities.

- **Utilities**

All city services and utilities are available to the site, but will have to be extended onto the site for development. Following are the utilities available to or in close proximity to the site and the local provider:

UTILITY SERVICE/PROVIDERS

Electricity:	**Xcel Energy**
Gas:	**New Mexico Gas Company**
Telephone:	**CenturyLink**
Water:	**City of Roswell**
Sewer:	**City of Roswell**
Trash Collection:	**City of Roswell**

- **Topography, Drainage, and Flood Information**

The majority of the subject site is level at an elevation of approximately 3,600 feet above sea level. The general slope in the area is to the west and southwest. Drainage is adequate. Per Flood Insurance Rate Map Number 40109C1370D, effective March 23, 2012, the site appears to be in Flood Zone X. Flood Zone X is an area determined to be outside the 100-year floodplain. **However, a topographic Survey will be required to accurately determine if any portion of the west end of the site is located within the 100-year floodplain.** There is a drainway that adjoins the west end of the subject site that is in the 100-year floodplain.

- **Signage**

There is no signage on the subject site.

- **Landscaping and Fencing**

There is no landscaping on the site. The site is covered with natural vegetation that is typical for the area. There are some remnants of old farm/ranch fencing on the west end of the site. However, this fencing does not provide any contributory value to the site.

- **Soils**

No report of soil or subsoil conditions was made available for this appraisal. Based upon the presence of improved properties in the immediate area and because the area is not known to have significant soil problems, I have assumed that the soil and subsoil on the subject site are reasonably adequate for building support. The following chart provides a summary of soil information on the subject site.

ReB—Reakor loam, 1 to 3 percent slopes: Map Unit Setting
- *National map unit symbol:* 1w82
- *Elevation:* 3,200 to 4,500 feet
- *Mean annual precipitation:* 10 to 16 inches; *Mean annual air temperature:* 59 to 65 degrees F
- *Frost-free period:* 180 to 220 days
- *Farmland classification:* Farmland of statewide importance

Map Unit Composition
- *Reakor and similar soils:* 85 percent
- *Minor components:* 1 percent
- *Estimates are based on observations, descriptions, and transects of the mapunit.*

Description of Reakor: Setting
- *Landform:* Plains, alluvial fans; *Landform position (three-dimensional):* Rise
- *Down-slope shape:* Convex, linear; *Across-slope shape:* Convex, linear
- *Parent material:* Mixed alluvium and/or eolian deposits derived from sedimentary rock

Typical profile
- *H1 - 0 to 17 inches:* loam; *H2 - 17 to 65 inches:* clay loam

Properties and qualities
- *Slope:* 1 to 3 percent
- *Depth to restrictive feature:* More than 80 inches
- *Natural drainage class:* Well drained; *Runoff class:* Medium
- *Capacity of the most limiting layer to transmit water (Ksat):* Moderately high (0.20 to 0.60 in/hr)
- *Depth to water table:* More than 80 inches
- *Frequency of flooding:* None; *Frequency of ponding:* None
- *Calcium carbonate, maximum in profile:* 35 percent
- *Gypsum, maximum in profile:* 9 percent
- *Salinity, maximum in profile:* Very slightly saline to slightly saline (2.0 to 4.0 mmhos/cm)
- *Sodium adsorption ratio, maximum in profile:* 2.0
- *Available water storage in profile:* High (about 11.2 inches)

Interpretive groups
- *Land capability classification (irrigated):* 2e; *Land capability classification (nonirrigated):* 7e
- *Hydrologic Soil Group:* C; *Ecological site:* Loamy (R042XC007NM); *Hydric soil rating:* No

Minor Components: Playa
- *Percent of map unit:* 1 percent
- *Landform:* Flood-plain playas; *Landform position (three-dimensional):* Dip, talf
- *Down-slope shape:* Concave; *Across-slope shape:* Concave
- *Ecological site:* Bottomland (R042XC017NM)
- *Hydric soil rating:* Yes

Reeves
- *Percent of map unit: Ecological site:* Loamy (R042XC007NM)
- *Hydric soil rating:* No

Holloman
- *Percent of map unit: Ecological site:* Gyp Upland (R042XC006NM)
- *Hydric soil rating:* No

Atoka
- *Percent of map unit: Ecological site:* Loamy (R042XC007NM)
- *Hydric soil rating:* No

Pecos
- *Percent of map unit: Ecological site:* Draw (R042XC008NM)
- *Hydric soil rating:* No

Data Source Information: USDA - Natural Resources Cons. Service; Soil Survey Area: Chaves County, New Mexico; Survey Area Data: Version 11, Sept. 26, 2014

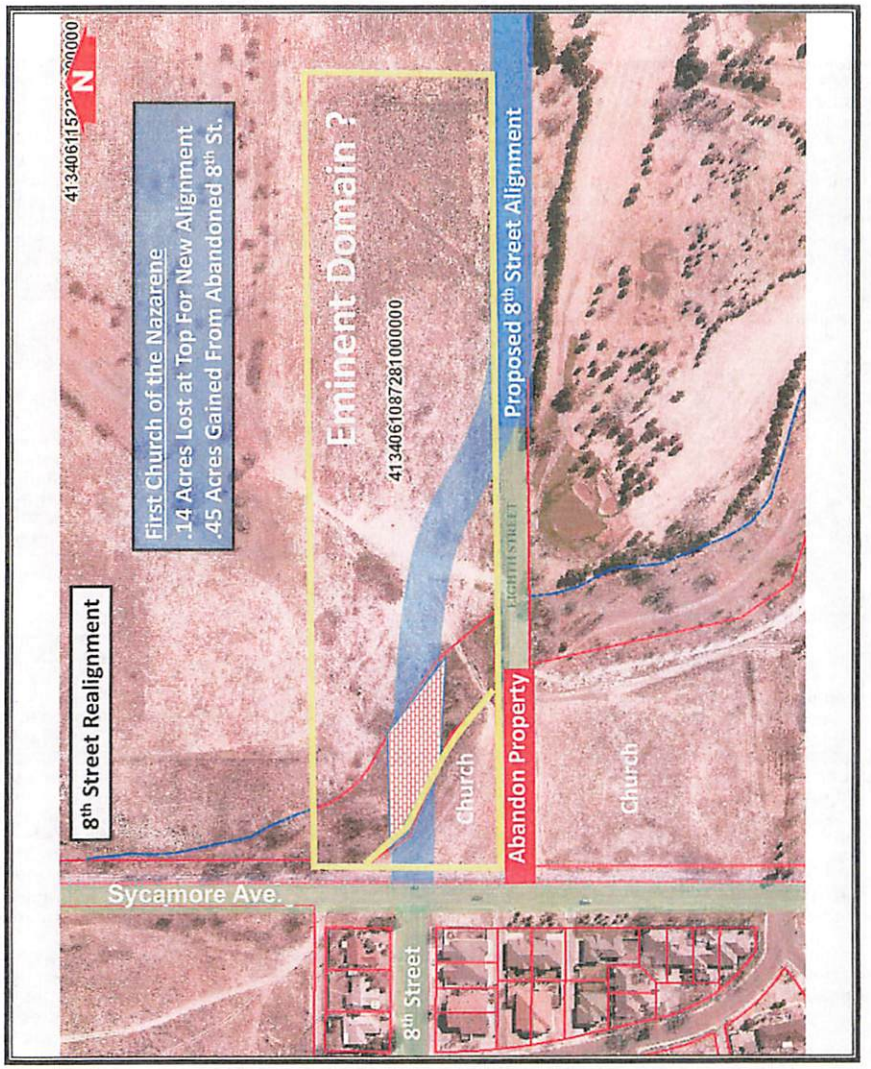
A copy of the Aerial Photo, Current 8th Street Alignment, Proposed 8th Street Alignment (2 Exhibits), Assessor's Site Plat, Zoning Map, Topographic Map, Flood Map, Soils Map, and pictures of the site follow.



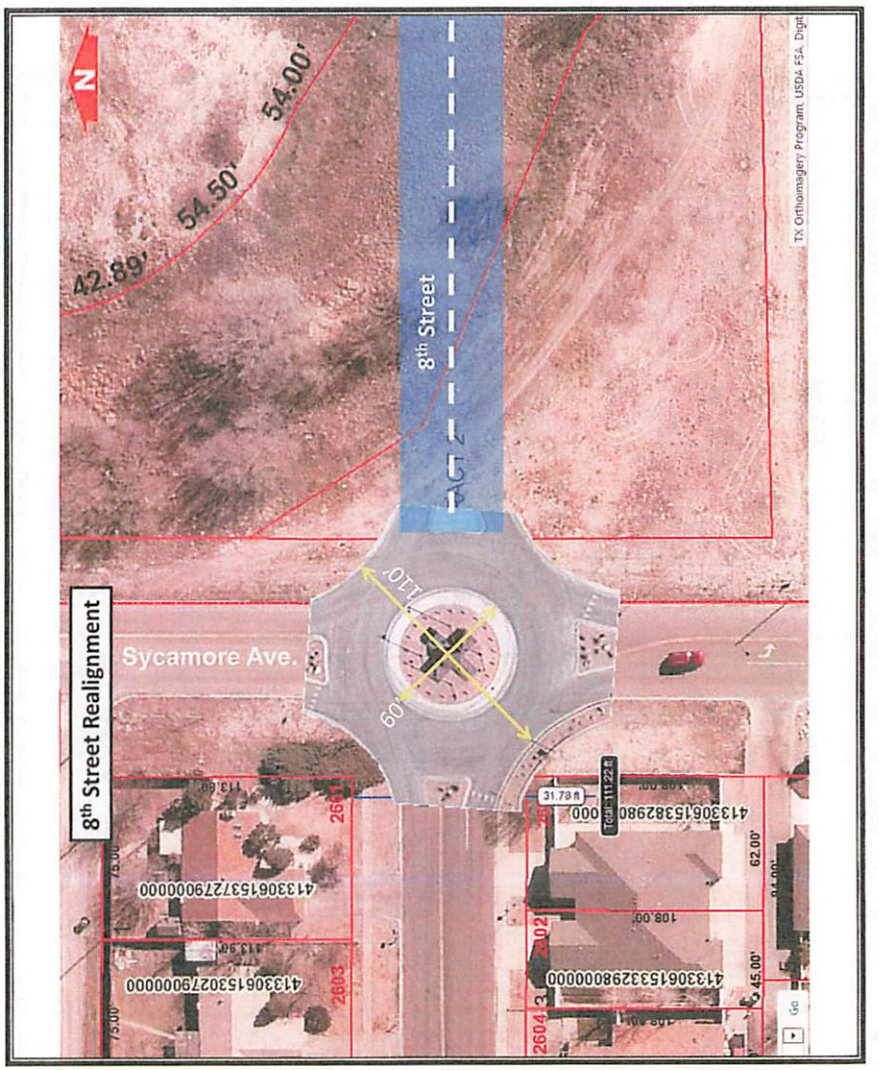
AERIAL PHOTO



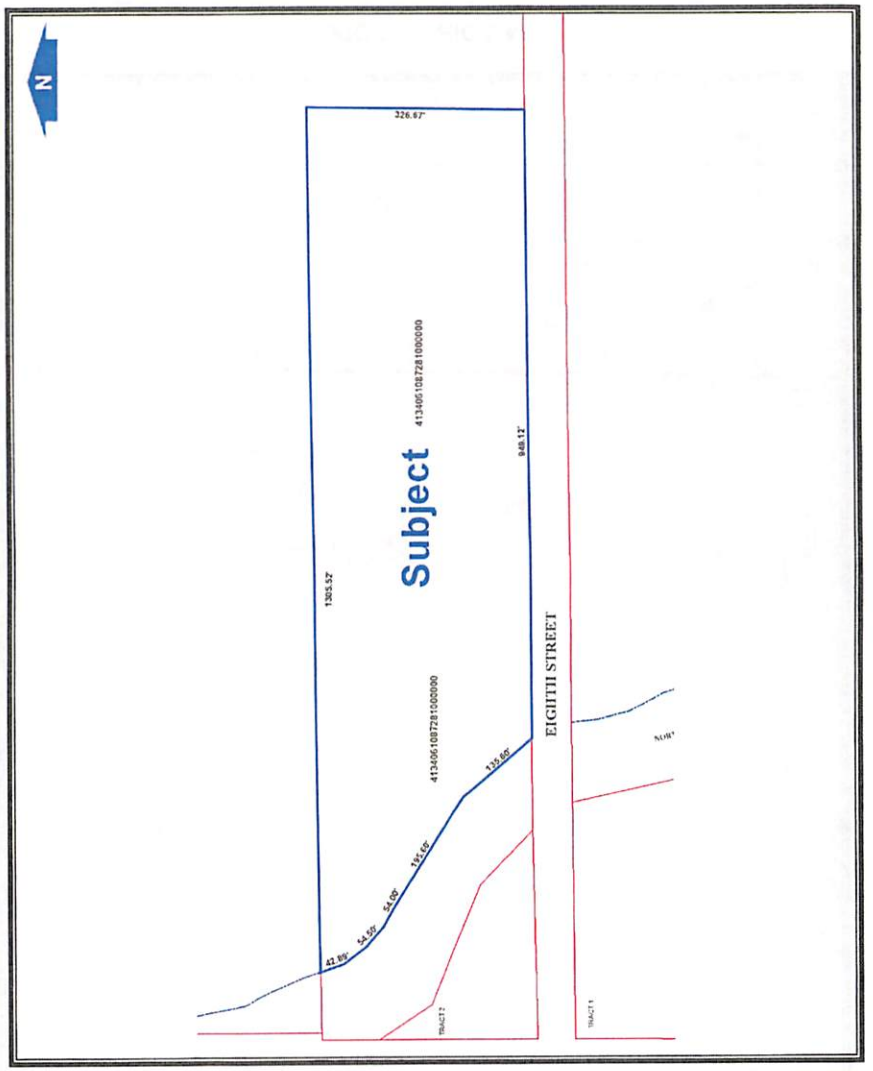
CURRENT 8TH STREET ALIGNMENT



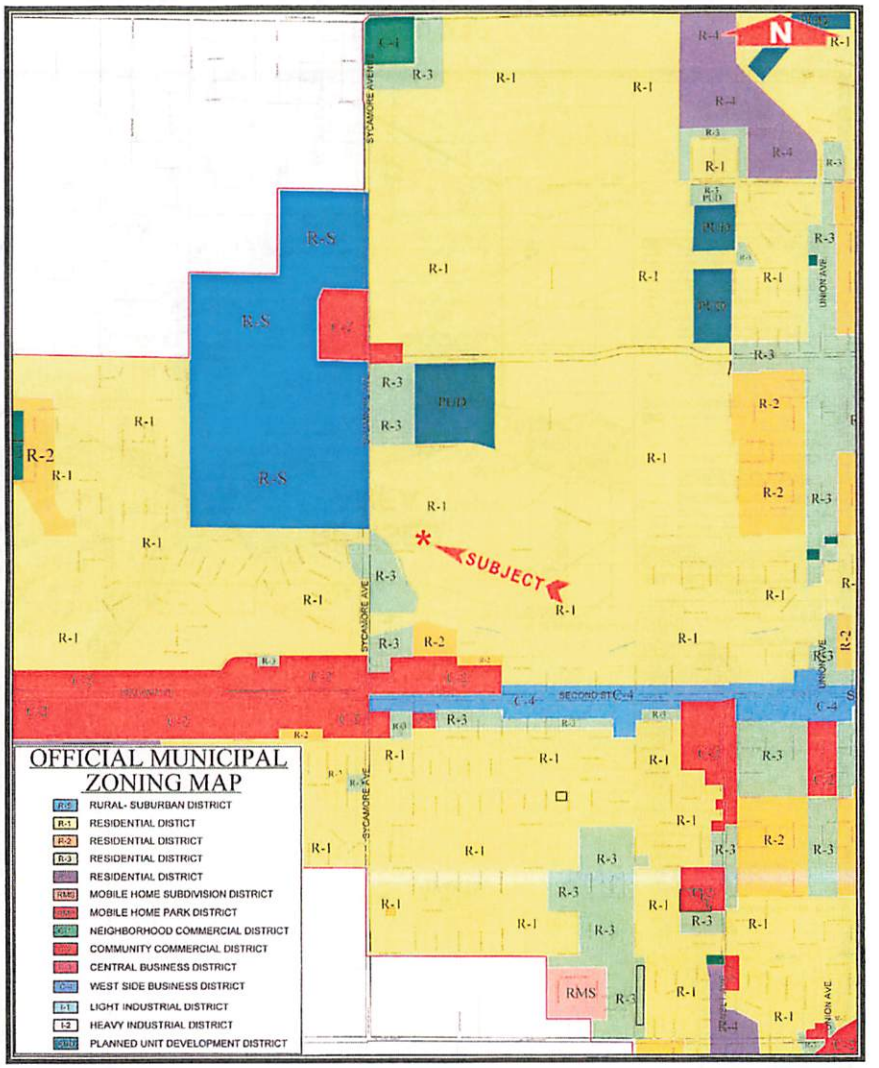
PROPOSED 8TH STREET ALIGNMENT



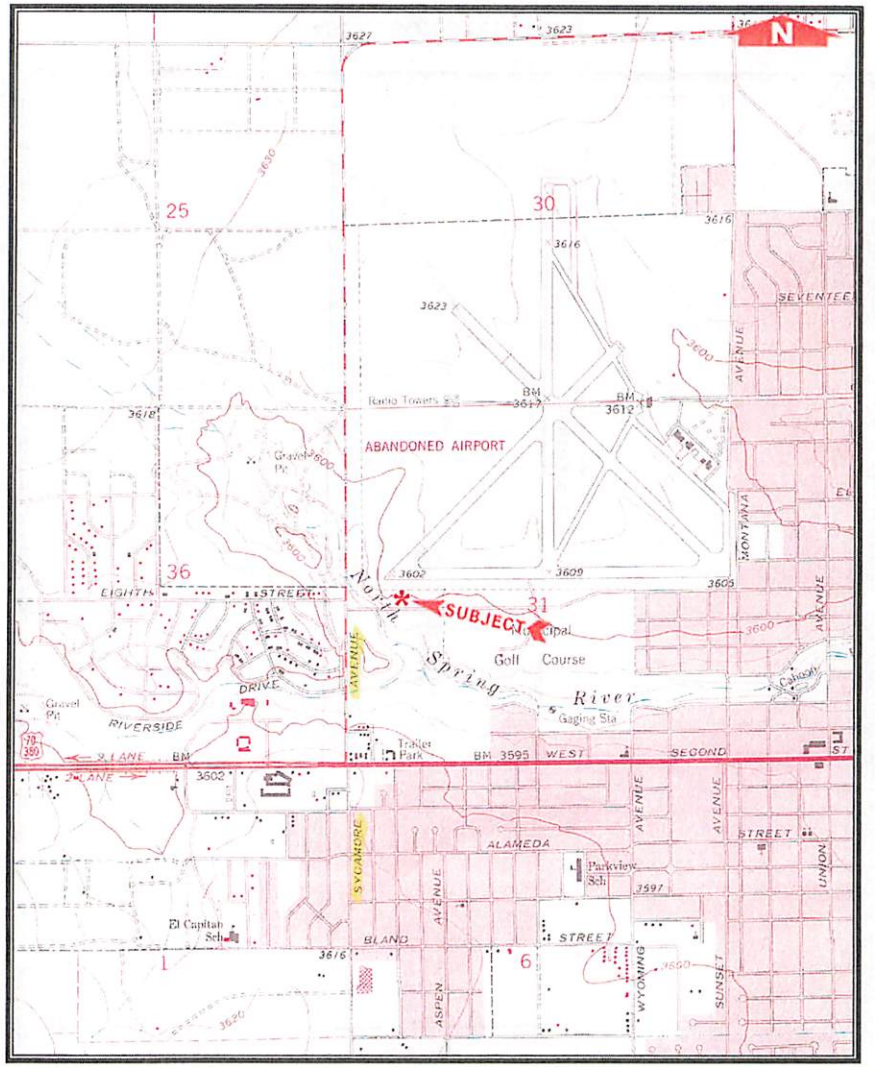
PROPOSED 8TH STREET ALIGNMENT



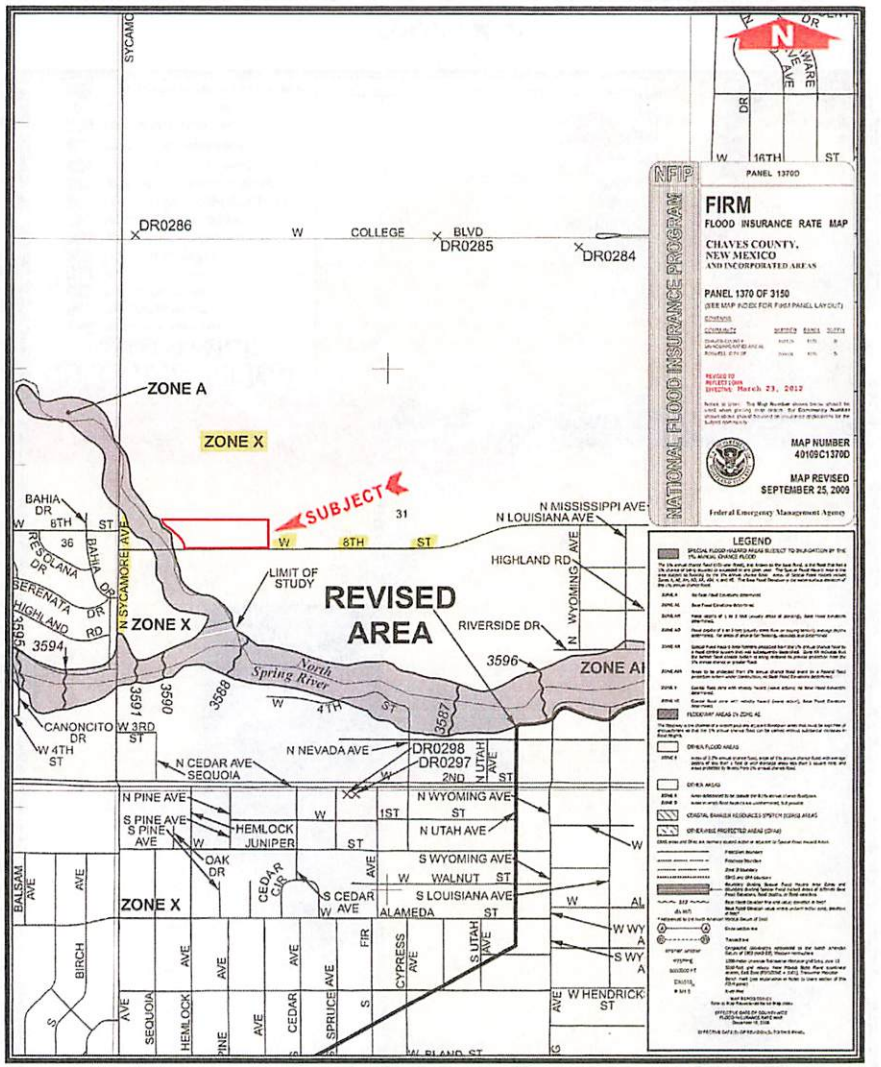
ASSESSOR'S SITE PLAT



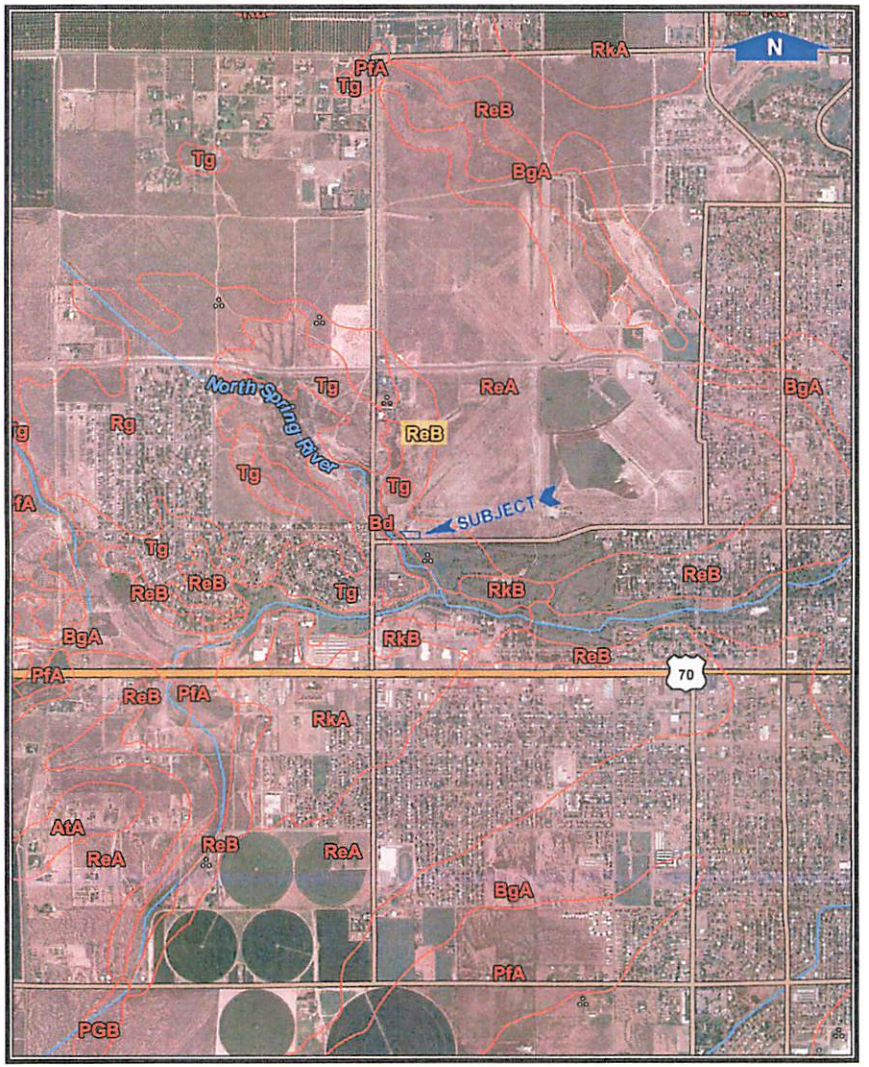
ZONING MAP



TOPOGRAPHIC MAP



FLOOD MAP



SOILS MAP



LOOKING WEST ON WEST 8TH STREET – SUBJECT ON RIGHT

LOOKING EAST ON WEST 8TH STREET – SUBJECT ON LEFT



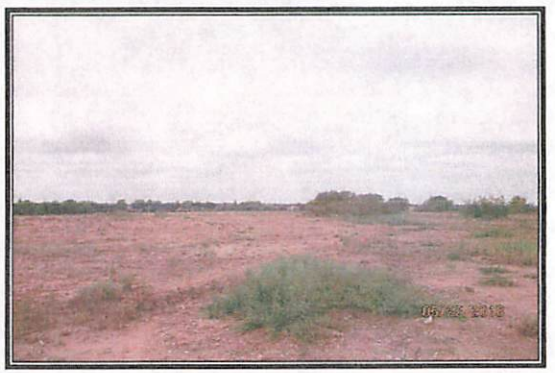


LOOKING NORTH FROM WEST 8TH STREET ALONG EAST PROPERTY LINE – SUBJECT ON LEFT IN UNMOWED AREA



LOOKING SOUTH FROM NORTHEAST CORNER OF SITE – SUBJECT ON RIGHT IN UNMOWED AREA

LOOKING WEST ALONG NORTH PROPERTY LINE – SUBJECT ON LEFT





LOOKING EAST ALONG NORTH PROPERTY LINE – SUBJECT ON RIGHT



LOOKING SOUTH FROM NORTH PROPERTY LINE – SUBJECT ON BOTH SIDES

LOOKING EAST FROM NORTHWEST CORNER OF SITE – SUBJECT RIGHT OF POST – NOTE DOWNWARD SLOPE ON WEST END OF SITE





LOOKING SOUTHEAST FROM NORTHWEST CORNER OF SITE – SUBJECT LEFT OF POST – NOTE DOWNWARD SLOPE AND DRAINWAY ON RIGHT



LOOKING NORTHWEST FROM SOUTHWEST CORNER OF SITE – SUBJECT ON LEFT

LOOKING NORTH FROM SOUTHWEST CORNER OF SITE AND WEST 8TH STREET – SUBJECT ON BOTH SIDES – NOTE DOWNWARD SLOPE OF SITE





LOOKING EAST ACROSS SITE FROM WEST PROPERTY LINE – APPROXIMATE LOCATION OF WEST 8TH STREET REALIGNMENT



LOOKING WEST ACROSS DRAINAGE CHANNEL FROM WEST PROPERTY LINE – APPROXIMATE LOCATION OF WEST 8TH STREET REALIGNMENT

LOOKING WEST ACROSS SITE FROM EAST PROPERTY LINE – APPROXIMATE LOCATION OF WEST 8TH STREET REALIGNMENT





LOOKING EAST FROM EAST PROPERTY LINE – APPROXIMATE LOCATION OF WEST 8TH STREET REALIGNMENT

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ASSESSMENTS AND TAXES

Taxes are established by New Mexico State Tax Code, assessed annually by calendar year, and are due November 10th each year. The subject's tax account ID number is **R001765**. Taxes for the previous two years are as follows:

TAX INFORMATION

Tax Year	Account # R001765
2016	$359.75
2017	$380.04

Taxes are for the current 2017 tax year, are unpaid. The following are the subject's 2017 full assessed values:

TAX ASSESSMENT

	Account # R001765
Land	$33,720
Improvements	N/A
Total	$33,720

The full assessed value of the subject property is similar to assessed values of other similar vacant land properties in Roswell.

HISTORY

The subject property is assumed to be owned by the Annie Wildy Lea Garry Estate. The subject appears to have been part of the former Roswell Municipal Airport property that served Roswell for many years. The airport was abandoned for use as an airport after the City of Roswell obtained ownership of the former Walker Air Force Base in 1967. No filed instrument for the property that is the subject of this appraisal report has been provided to

the appraiser to provide an accurate legal description and date obtained. The property remains vacant land.

ENVIRONMENTAL CONSIDERATIONS

No documentation has been made available to the appraiser that identifies the subject property as having any environmental issues. A search of the U. S. Environmental Protection Agency, Superfund Information System Web Page indicates two sites listed in Chaves County. These sites are not in close proximity to the subject property. **The appraiser is not a qualified environmental expert and has no specialized training or skills in the area of environmental contamination. All readers/users of this report are cautioned that if there are any environmental concerns or hazardous materials on the property, it could adversely affect the value of the property. The client is advised to consult an environmental expert. For purposes of this appraisal, the subject property is assumed to be unaffected by environmental conditions or hazardous materials. An environmental report was not made available to the appraiser. If a subsequent environmental survey reveals the presence of hazardous material or environmental issues, the appraiser reserves the right to amend the valuation accordingly.**

DESCRIPTION OF THE IMPROVEMENTS

There are no improvements on the site. It is a vacant undeveloped tract of land.

HIGHEST AND BEST USE

Highest and Best Use is defined:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

(The Appraisal of Real Estate, 14th Edition, 2013, Pages 333, published by the Appraisal Institute.)

Implied in this definition is the following criteria:

1. *The use must be legal and comply with zoning and building codes.*
2. *Use must be probable not speculative or conjectural.*
3. *Demand for such use must exist.*
4. *Use must be profitable.*
5. *Use must provide the highest net return to land.*

In order to estimate Highest and Best Use, there are essentially four stages of analysis. These are as follows.

1. *Legally Permissible Uses of the Site – What uses are legally allowed given the zoning, easements, and/or deed restrictions?*
2. *Physically Possible Uses of the Site – Among the legally permissible uses, what uses are physically possible, given the size, shape, and topography of the site?*
3. *Financially Feasible Uses of the Site – Among the uses which are legally permissible and physically possible, what uses would provide a reasonable residual net return to the land?*
4. *Maximally Productive Use of the Site – Among the financially feasible uses, which use would result in the highest residual land value?*

These tests have been applied to the subject property "As Though Vacant".

- **Highest and Best Use – As Though Vacant**

Legally Permissible Uses – Legal limitations on the use of the subject property are those resulting from easements, zoning restrictions, and deed restrictions, if any. There are no known easements or deed restrictions that would preclude any known viable use of the subject property. The subject is currently zoned R-1 Residential District. Therefore, the use of the subject property is primarily intended for low density single-family detached dwellings, 5 units per net acre, and other uses which uphold and maintain the low density residential nature of the district. Some of the special uses are cemeteries and mausoleums, churches and other places of worship, community association swimming pools and/or recreational

facilities, golf courses and related buildings, public utility and service facilities, schools, community gardens, and renewable energy facilities.

Physically Possible Uses – Any new improvements would have to be appropriately sized. The size, shape, and topography can influence ultimate development. The physically possible uses of the site considering its size, shape, and topography would include most any single-family residential structure that would be appropriately sized for the site.

The subject site is mostly rectangular in shape. The subject site contains a total of 8.43 acres. The proposed intended use of the subject property is to realign West 8th Street. Drainage appears to be adequate. The site does not appear to be located in a flood zone. Soil conditions appear to be satisfactory for development. Consequently, the site lends itself to most residential development uses from a physical possibility analysis.

Financially Feasible Uses – Due to the type of existing development in the area, it would be financially feasible to develop the property with single-family residential improvements or possibly a place of worship. There are currently residential properties developed west of the subject in the Enchanted Hills Subdivision and several places of worship developed north and south of the subject along North Sycamore Avenue. However, demand for further development of this type in the immediate market area is considered to be limited.

Considering the amount of new or proposed development in the subject's immediate market area, there is no reason to expect the subject site, as though vacant, would be developed unless a specific use of the site required a new development. Any new development would probably be for an owner/occupant. The most probable type of improvement that might be developed on the site, considering other development in the immediate area, would be single-family residential improvements or possibly a place of worship.

Maximally Productive Uses – The legally permissible uses, the physically possible uses, and the financially feasible uses all indicate the maximally productive use and the

Highest and Best Use of the subject site "As Though Vacant" is that it be held as speculative vacant land for possible future development, contingent upon demand requirements.

COST APPROACH

The Cost Approach involves three steps: (1) estimating the value of the land as if vacant, generally on the basis of comparable sales; (2) estimating reproduction or replacement cost of improvements, as if new; and (3) accurately measuring the total loss in value caused by various types of depreciation. After improvements are constructed, various forms of depreciation occur which affect the value of the improvements, and the older the improvements become, the greater the total depreciation from all sources is likely to be. This approach is based on the assumption that a buyer will generally not pay more for a property than it would cost to duplicate it within a reasonable time. In this report, because the subject is vacant land, the Cost Approach will not be developed.

INCOME APPROACH

The Income Approach is generally the chief approach to value of an investment type property. This approach most typically conforms to the thinking of the market. The present worth of the anticipated income stream is calculated, taking into account the quantity, quality, and duration of the net income expectancy. The Income Approach involves the following steps:

1. Estimate the potential gross income a property will produce, 100% occupancy (market rent). This is determined by comparing rents received by comparable and competing properties, and comparing amenities offered by these properties to those offered by subject property.
2. An anticipated annual vacancy allowance is made, based on current occupancy of competing properties, occupancy trends, and any announced new properties.
3. Prepare an annual stabilized income and expense statement anticipated in the operation of subject property, based on the actual costs of operating subject and known expenses of operating similar properties.

4. Process the resulting net annual income into an indicated value by employing a capitalization rate. The capitalization rate is the weighted mortgage equity rate or an overall rate extracted from market sales. The net annual income is then divided by the capitalization rate, producing the property value. The capitalization rate is called the overall rate (OAR).

The subject is vacant land. There is very little, if any, vacant land that is leased in the Roswell market area that is similar to the subject. Therefore, the Income Approach is not considered to provide adequate information to assist in providing my conclusion of Fee Simple Market Value of the surface estate of the subject. It will not be developed in this appraisal.

SALES COMPARISON APPROACH

In this approach to value, the value of the subject is arrived-at by developing data on sales of other vacant land tracts and comparing the sales to the subject property. From my analyses of other vacant land sales, units of comparison can be extracted to arrive at an indication of value using the Sales Comparison Approach. The key to this approach is to develop an adequate amount of comparable data and to adjust the sales to the subject property for items that are not comparable.

Land is valued as if vacant and ready for development to its Highest and Best Use. Similar vacant land sales are developed and compared to the subject. The unit of comparison used in the following analyses will be the value per acre.

The subject property is a vacant tract of land located just northeast of the northeast corner of the intersection of West 8th Street and North Sycamore Avenue. It has 949.12 feet of frontage on West 8th Street and 482.59 feet along its irregular west property line. It contains 8.43 acres. It has good visibility and good access. The topography is level. It appears to be located in Flood Zone X (which is not in the 100-year floodplain). However, a Survey will be required to determine if any of the subject site is located in the 100-year floodplain.

The following six vacant land sales have been analyzed based upon differences in location, size, exposure/accessibility, and other factors (such as buyer/seller motivation or other physical factors). No condition of sale (financing) adjustments are required. No market conditions (time) adjustments are required. No adjustments are required for zoning differences. The following Land Sales Summary Chart is provided:

LAND SALES SUMMARY CHART

Sale #	Location	Sale Date	Sale Price	Size Acres	Price/ Acre	Zoning
1	1800 North Sycamore Avenue	6-17	$234,000	15.608	$14,992	R-S
2	1801 North Sycamore Avenue	2-16	$200,000	20.0	$10,000	R-1
3	2301 West College Boulevard	4-15	$50,000	1.1478	$43,562	R-1
4	1600 North Sycamore Avenue	11-13	$208,200	13.88	$15,000	C-2
5	3000 Block of North Kentucky Avenue	10-12	$150,000	9.74	$15,400	R-3
6	613 West Mescalero Road	7-09	$150,000	10.0	$15,000	R-1
Subject	NE Corner West 8th Street & North Sycamore Avenue			8.43		R-1

● **Land Sales Analyses**

Sale 1 is located approximately 1.0 mile northwest of the subject on the west side of North Sycamore Avenue approximately .4 miles north of the North Sycamore Avenue and West College Boulevard intersection. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 1 is 1.85 times as large as the subject site. A positive 5% size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility adjustment is required. No other factors adjustment is required. **The adjusted sale price of Sale 1 is $14,242 per acre.**

Sale 2 is also located approximately 1.0 mile north of the subject on the east side of North Sycamore Avenue approximately .4 miles north of the North Sycamore Avenue and West College Boulevard intersection. The market area environment is somewhat superior to

the subject (more development in this area). A negative 5% location adjustment is required. Sale 2 is 2.37 times as large as the subject site. A positive 10% size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility adjustment is required. An extremely large positive 50% other factors adjustment is required. Due to the estimated costs involved in extending sewer lines and electrical service to this sale and due to the seller being motivated to sell this property, the large other factors adjustment is required. **The adjusted sale price of Sale 2 is $15,000 per acre.**

Sale 3 is located approximately .6 miles north of the subject three properties east of the northeast corner of the intersection of West College Boulevard and North Sycamore Avenue. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 3 is only .14 times as large as the subject site. A negative 15% size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility adjustment is required. Sale 3 was purchased from the City of Roswell as an R-1 zoned tract anticipating that it would be rezoned to C-1 zoning and develop the property with a commercial improvement. Therefore, a very large negative 40% other factors adjustment is required, due to the required zoning changes involved in this transaction. **The adjusted sale price of Sale 3 is $15,247 per acre.**

Sale 4 is located approximately .7 miles northwest of the subject in the northwest corner of the intersection of North Sycamore Avenue and West College Boulevard. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 4 is 1.65 times as large as the subject site. A positive 5% size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility

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adjustment is required. No other factors adjustment is required. **The adjusted sale price of Sale 4 is $14,250 per acre.**

Sale 5 is located approximately 2.9 miles northeast of the subject north of West Vista Parkway on the east side of North Kentucky Avenue, as extended. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 5 is 1.16 times as large as the subject site. No size adjustment is required. Exposure/accessibility is inferior to the subject. Public street access is only available to the southwest and northwest corners of this site. A positive 10% exposure/accessibility adjustment is required. The buyer was motivated to purchase this property. Recognizing the limited public street access to the property, the sale price is somewhat high compared to other similar vacant land sales. Therefore, a negative 5% other factors adjustment is required, due to some buyer motivation. **The adjusted sale price of Sale 5 is $15,400 per acre.**

Sale 6 is located approximately 2.6 miles northeast of the subject one property east of the northeast corner of the intersection of West Mescalero Road and North Washington Avenue. The market area environment is somewhat superior to the subject (more development in this area). A negative 5% location adjustment is required. Sale 6 is 1.19 times as large as the subject site. No size adjustment is required. Exposure/accessibility is somewhat superior to the subject (higher traffic area). A negative 5% exposure/accessibility adjustment is required. There was some seller motivation to sell this property to divest of a non-performing asset. A positive 5% other factors adjustment is required, due to some seller motivation. **The adjusted sale price of Sale 6 is $14,250 per acre.**

The adjustments made to the previously cited vacant land sales are based primarily upon my analysis of the vacant land sales market in conjunction with information provided

by knowledgeable local commercial Realtors and local buyers/sellers. There are no known sale/resale or similar paired sales from which to extract some of the adjustments made in this analysis. The following Land Sales Adjustment Grid summarizes my land sales analysis:

LAND SALES ADJUSTMENT GRID

Sale #	Sale Date	Size Acres	Price/ Acre	Cond. of Sale	Market Cond. Adjust	Market/ Cond. Adjust S.P./Acre	Adjusted for differences in					
							Loc.	Size	Expos/ Access	Other Factors	Net Adj. Factor	Adj. S.P./ Acre
1	6-17	15.608	$14,992	1.0	1.0	$14,992	-5%	+5%	-5%	0%	95%	$14,242
2	2-16	20.0	$10,000	1.0	1.0	$10,000	-5%	+10%	-5%	+50%	150%	$15,000
3	4-15	1.1478	$43,562	1.0	1.0	$43,562	-5%	-15%	-5%	-40%	35%	$15,247
4	11-13	13.88	$15,000	1.0	1.0	$15,000	-5%	+5%	-5%	0%	95%	$14,250
5	10-12	9.74	$15,400	1.0	1.0	$15,400	-5%	0%	+10%	-5%	100%	$15,400
6	7-09	10.0	$15,000	1.0	1.0	$15,000	-5%	0%	-5%	+5%	95%	$14,250
Subject		8.43									Average	$14,732

- **Land Value Conclusion**

Based upon the previous land sales analyses, a range of $14,242 to $15,400 per acre is within current market parameters. Sales 2 and 3 both required very large adjustments and both adjusted sale prices are towards the upper end of the range. Sale 5 required much less adjustment than Sales 2 and 3. Its adjusted sale price sets the top of the range. Sales 1, 4, and 6 required the least adjustment. These three sales set the lower end of the range of adjusted sale prices. Therefore, I have concluded that **$15,000 (rounded) per acre is a strong indication of value for the subject site. My conclusion of Fair Market Value of the surface estate of the subject property is calculated:**

8.43 Acres X $15,000/Acre = $126,450

Rounded to $126,500

Land Sale data sheets and a location map follow.

LAND SALE DATA

Sale #1

Location:	1800 North Sycamore Avenue, Roswell, NM
Grantor:	Featherstone Development Corporation
Grantee:	Unchained Ventures, LLC
Sale Date:	6-2-17, Warranty Deed Book 786, Page 67, Chaves County
Sale Price:	$234,000, Cash to Seller
Tract Size:	15.608± Acres
Price/Acre:	$14,992/Acre
Zoning:	R-S Rural Suburban District

Comments: Vacant interior tract on North Sycamore Avenue approximately 1,850 feet north of the northwest corner of the intersection of North Sycamore Avenue and West College Boulevard. Tract has 500.0 feet of frontage on North Sycamore Avenue and it is 1,329± feet deep. All utilities and services were available and have been extended onto the site for development. Tract was purchased-for and has been developed-with a new self-storage facility. **Legal:** Tract A2 of Pocono Summary Replat No. 1. **Confirmed By:** Tres Featherstone, 5-24-18.

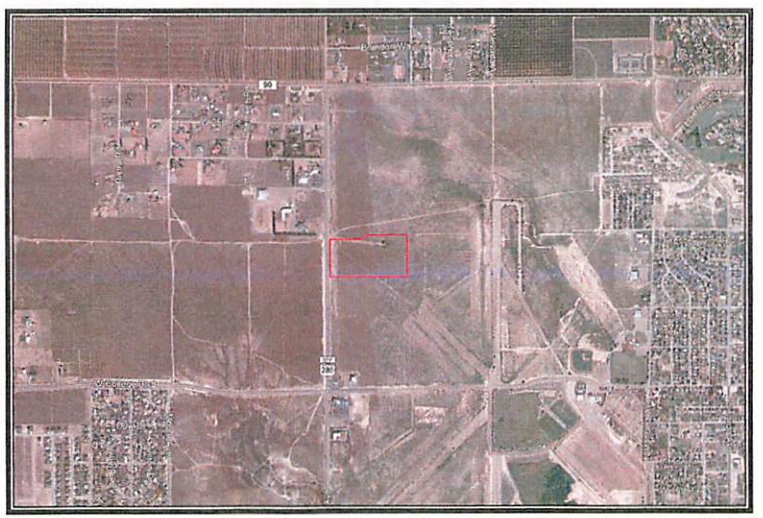


LAND SALE DATA

Sale #2

Location:	1801 North Sycamore Avenue, Roswell, NM
Grantor:	Eden Land Development Limited Partnership
Grantee:	Sally Mellgren
Sale Date:	2-18-16, Warranty Deed Book 760, Page 526, Chaves County
Sale Price:	$200,000, Cash to Seller
Tract Size:	20.0 Acres
Price/Acre:	$10,000/Acre
Zoning:	R-1 Residential District

Comments: Vacant interior tract on the east side of North Sycamore Avenue approximately midway between West Country Club Road to the north and West College Boulevard to the south. Tract has 611.09 feet of frontage on North Sycamore Avenue. It is 1,353.74 feet deep on its north property line and 1,355.39 feet deep on its south property line. The tract has 673.37 feet on its east property line. All utilities and services are available, but will need to be extended onto the site for development. The tract remains vacant. Costs for sewer line and electrical service development may be close to $5,000 per acre. There was some seller motivation to sell this property, per the buyer. **Legal:** Lot 1 of Eden Acres Unit 2 Summary Plat. **Confirmed By:** Sally Mellgren, 5-21-18.



LAND SALE DATA

Sale #3

Location:	2301 West College Boulevard, Roswell NM
Grantor:	City of Roswell
Grantee:	Desert Rock LLC
Sale Date:	4-6-15, Warranty Deed Book 744, Page 1003, Chaves County
Sale Price:	$50,000, Cash to Seller
Tract Size:	50,000 S.F.; 1.1478± Acres
Price/S.F. (Acre):	$1.00/S.F.; $43,562/Acre
Zoning:	R-1 Residential District

Comments: Vacant tract located on the north side of West College Boulevard directly east of the Roswell Masonic Lodge. The site is rectangular in shape and has 250.0 feet of frontage on West College Boulevard. It is 200.0 feet deep. All utilities and services are in close proximity, but will need to be extended onto the site for development. Tract was purchased as an R-1 Zoned tract and subsequently rezoned to C-2 Community Commercial. Tract was purchased-for and has subsequently been developed-with a new veterinary clinic. **Legal:** Tract A of Wenner Summary Plat, a subdivision in the City of Roswell, County of Chaves, and State of New Mexico. **Confirmed By:** Elizabeth Stark-Rankins, 5-20-15.



LAND SALE DATA

Sale #4

Location:	1600 North Sycamore Avenue, Roswell, NM
Grantor:	Featherstone Development Corporation
Grantee:	Emery Stephen Holdings, Ltd.
Sale Date:	11-21-13, Warranty Deed Book 723, Page 1032, Chaves County
Sale Price:	$208,200, Cash to Seller
Tract Size:	604,612± S.F.; 13.88± Acres
Price/S.F. (Acre):	$.34/S.F.; $15,000/Acre
Zoning:	C-2 Community Commercial District

Comments: Vacant corner tract located in the northwest corner of the intersection of West College Boulevard and North Sycamore Avenue (except 2.0± acres in the northwest corner of the intersection). All utilities and services are available, but will need to be extended onto the site for development. The site was purchased-for and has subsequently been developed-with a new high-quality apartment complex. **Legal:** Pocono Place Unit 1, Lots 1 and 2 (except 2.0 acres in the northwest corner of the intersection). **Confirmed by:** Tres Featherstone, 9-15-14.



LAND SALE DATA

Sale #5

Location:	3000 Block of North Kentucky Avenue, Roswell, NM
Grantor:	Claribel Y. Marshall
Grantee:	Tierra Realty Trust, LLC
Sale Date:	10-12-12, Warranty Deed Book 702, Page 1847, Chaves County
Sale Price:	$150,000, Cash to Seller
Tract Size:	424,274± S.F.; 9.74 Acres
Price/S.F. (Acre):	$.35/S.F.; $15,400/Acre
Zoning:	R-3 Residential District

Comments: Vacant interior tract located north of the Marshall Subdivision. Tract has access to the southwest corner and the northwest corner of the site from North Kentucky Avenue. However, North Kentucky Avenue is not developed along the west side of the tract. Public street access is available, but is not developed, except to the corners of this tract. All utilities and city services are available to the site, but will need to be extended onto the site for development. Tract was purchased for possible future development of an apartment complex. Tract remains vacant. There was some buyer motivation involved in this sale. **Legal:** N½W½ of Lot 8, Block 20, Berrendo Irrigated Farms. **Confirmed by:** John Grieves, 5-22-12.



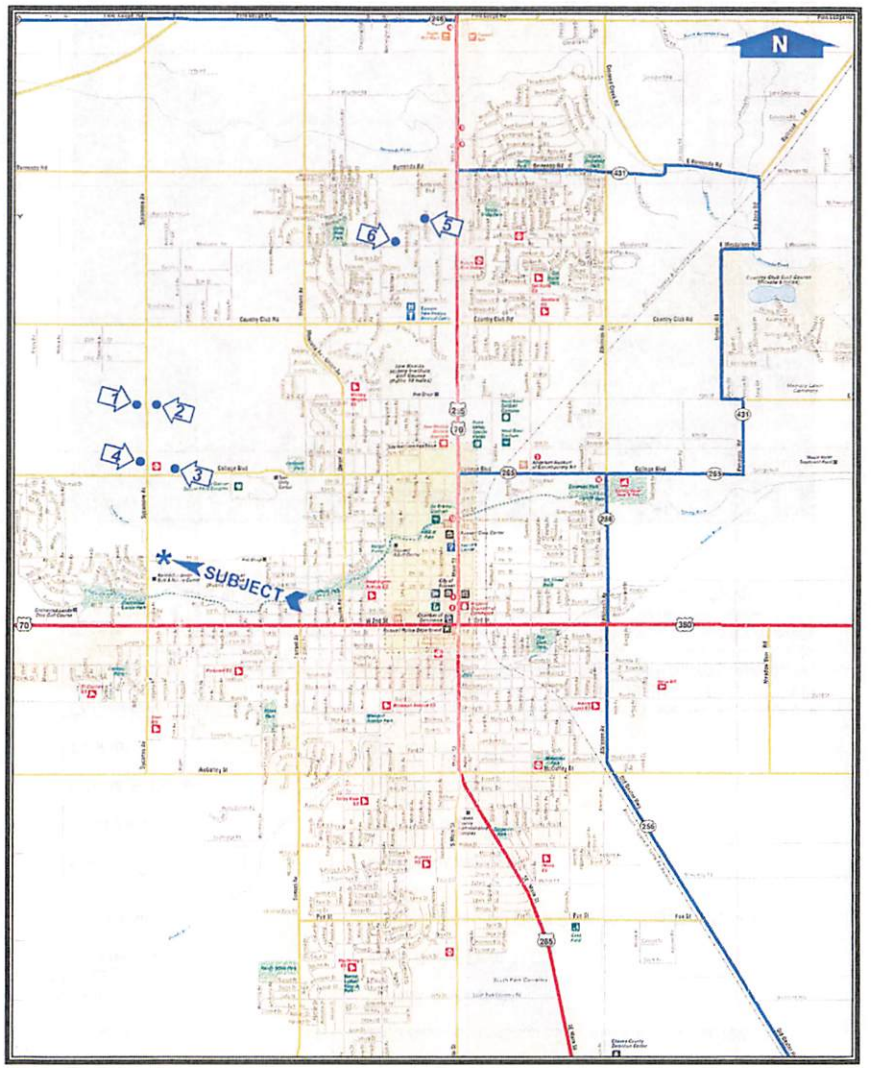
LAND SALE DATA

Sale #6

Location:	613 West Mescalero Road, Roswell, NM
Grantor:	McClellan Oil Corporation
Grantee:	Lloyd E. Stone Trust
Sale Date:	7-01-09, Warranty Deed Book 644, Page 6, Chaves County
Sale Price:	$150,000, Cash to Seller
Tract Size:	Irregular, 435,600 S.F.; 10 Acres
Price/S.F.(Acre):	$.34/S.F.; $15,000/Acre
Zoning:	R-1 Residential District

Comments: Vacant interior tract located on the north side of West Mescalero Road, one property east of the intersection of West Mescalero Road and North Washington Avenue. The Beehive Homes elder care facility adjoins the tract to the west and residential development adjoins the tract to the east. All utilities and services are available, but will need to be extended onto the site for development. The site was purchased-for and has subsequently been donated to the First Baptist Church. The site remains vacant. There was some seller motivation involved in this sale. **Legal:** Lot C, Sulimar Subdivision No. 2 Summary Plat. **Confirmed by:** Lloyd Stone, 1-13-11.





LAND SALE LOCATION MAP

RECONCILIATION AND FINAL CONCLUSION OF VALUE

Only one approach to value was developed in this appraisal report. An analysis of the pertinent facts and data influencing the value of the subject provided the following indication of value:

Cost Approach.....Not Developed
Income Approach.....Not Developed
Sales Comparison Approach.....$126,500

The Cost Approach was not developed because the subject is vacant land. This approach generally lends itself to valuing improved properties in that it considers the cost of construction and depreciation. In this report, because the subject is vacant land, the Cost Approach was not developed.

The Income Approach was not developed because the subject is vacant land. There are very few, if any, vacant land sales that have been leased in the Roswell market area that would be similar to the subject. Therefore, the Income Approach is not considered to provide adequate information to assist in providing a conclusion of Fair Market Value for the subject. The Income Approach was not developed in this appraisal.

The Sales Comparison Approach is developed in this appraisal report based upon my analysis of six vacant land sales in comparison to the subject. **The Fair Market Value of the surface estate of the subject property, as of May 22, 2018, is:**

$126,500

In conclusion, the Sales Comparison Approach is the only reasonable and reliable approach to provide my conclusion of Fair Market Value for the surface estate of the subject. **Therefore, I have concluded that the Fair Market Value of the surface estate of the subject property, as of May 22, 2018, is:**

$126,500

- **Estimate of Marketing Time**

Marketing time is the amount of time it might take to sell a real or personal property interest at the concluded Market Value during the period immediately after the effective date of an appraisal. I have concluded that the subject property will likely sell, as of May 22, 2018, with a marketing time of twelve months, or more.

- **Estimate of Exposure Time**

Exposure time is the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at Market Value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. I have concluded that the subject property could have sold, as of May 22, 2018, with an exposure time of twelve months, or more.

- **Cash Value**

My conclusion of value reflects the cash value of the subject property. This conclusion of value is the same for a value based upon typical financing terms. Typical terms include conventional financing with the seller receiving cash at closing.

- **Past Due Taxes**

The 2017 taxes have not been paid.

- **Environmental Hazards**

I am not qualified to inspect for environmental problems. **All readers/users of this report are cautioned that if there is any environmental contamination on the subject property, it could adversely affect the value of the property. The client is urged to consult an environmental expert.**

- **Natural, Cultural, Recreational, or Scientific Value**

None known or made apparent to the appraiser.

CERTIFICATE OF APPRAISAL

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

1. The statements of fact contained in this report are true and correct.
2. 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.
3. 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.
4. 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.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. 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 conclusion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. 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 and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
11. I have made a personal inspection of the property that is the subject of this report.
12. No one provided significant professional assistance to the person signing this certification.
13. The appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
14. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.

Respectfully submitted,

O. E. Kunkel Jr.

Date: May 22, 2018

Oscar E. Kunkel, Jr., SRA
(NM State Certified Appraiser # 314-G)

ADDENDA

Engagement Letter.....Exhibit "A"

Bud Kunkel

From: Bill Morris <b.morris@roswell-nm.gov>
Sent: Friday, May 18, 2018 4:10 PM
To: 'Bud Kunkel (budkunkel@cableone.net)'
Subject: 8th Street
Attachments: OMA Presentation IC-90.pdf

Hi Bud, can you think about 8th Street re-alignment when you get a chance and let me know when we can do a site visit? Have a great weekend.

William Morris, AICP, CZO
Planning Manager
City of Roswell
415 N. Richardson Ave.
Roswell, NM 88201
(P) (575) 637-6223
(C) (575) 937-1162
b.morris@roswell-nm.gov<mailto:b.morris@roswell-nm.gov>
To:
Subj
Att
THINK BEFORE YOU PRINT - This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission.

This email has been checked for viruses by AVG.
https://www.avg.com

Circumstances of the Proposed Purchase

The City has negotiated the purchase of approximately 6.81 acres of real property located at An 8.43-acre tract of land as shown on the "Garry Tract Boundary Survey" recorded in Book 24, Page 88, Chaves County Records, located in the NW1/4SW1/4 of Section 31, Township 10 South, Range 24 East, Chaves County, New Mexico ("Property") from Estate of Annie Wildy Lea Garry, aka Annie W. Garry, aka Annie L. Garry for the purpose of facilitating the realignment of 8th Street. The acquisition is necessary to complete a planned transportation improvement project designed to improve traffic flow, enhance public safety, and address existing roadway alignment concerns.

Benefits and Advantages

The proposed acquisition will provide several significant public benefits, including:

1. Improved traffic safety through a more efficient roadway alignment.
2. Enhanced visibility and safer ingress and egress for motorists.
3. Improved traffic flow and reduced congestion within the project area.
4. Increased accessibility for emergency response vehicles.
5. Accommodation of future transportation and infrastructure needs.
6. Reduction of potential maintenance and liability concerns associated with the existing roadway configuration.

The acquisition supports the City's long-term transportation planning objectives and will facilitate completion of a project intended to benefit the public at large.

Responsibilities of the City

Under the proposed purchase agreement, the City will:

- Pay the agreed purchase price for the property.
- Assume responsibility for one half (1/2) of the closing costs as specified in the agreement.
- Utilize the property for public right-of-way and related municipal purposes.
- Complete the transaction in accordance with all applicable laws, regulations, and City policies.

Appraised Value

An independent appraisal of the property was completed by Kunkel & Associates on May 22, 2018. The appraised value of the property was determined to be **$126,500.00**.

The negotiated purchase price of **$126,500.00** is equal to the appraised value. Staff has reviewed the appraisal and believes the purchase price is reasonable and in the best interests of the City considering the public benefits associated with the street realignment project.

Recommendation

Staff recommends approval of the purchase agreement for the acquisition of the property described above. The purchase will provide the necessary right-of-way for a street realignment project and will advance important public safety and transportation objectives for the community.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 5.
Meeting Date: 10/08/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Approval of Change Order #1 for the White Rock Construction Purchase Order #22700384, related to ITB-26-011 for the restroom remodel. (Gass/Hicks)

BACKGROUND:
Initiated by: Becky Hicks

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

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

LEGAL REVIEW:
No legal review required at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on October 1, 2026.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

White Rock Construction Change Order #1

White Rock Construction & Services Inc.
306 1/2 N Richardson Ave
Roswell, NM 88201 US
5759104338
Ben@WRconst.net

ADDRESS
City of Roswell

SHIP TO
Transit Building Restrooms
CHANGE ORDER 1
515 N Mian St
Roswell, NM 88201

Estimate 2026-108

DATE 08/17/2026

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

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

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

SUBTOTAL	68,818.96
TAX	5,691.88
TOTAL	**$74,510.84**

Accepted By

Accepted Date

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 6.
Meeting Date: 10/08/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Approval of a capital budget adjustment for $74,510.84 to fund Change Order #1 from White Rock Construction for the Transit Bathroom Remodel and Plumbing Rehabilitation.. (Gass/Hicks)

BACKGROUND:
Initiated by: Becky Hicks

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

FINANCIAL CONSIDERATION
Financial Impact (Revenue & Expense): **Budget Adjustment Needed**

Revenue: n/a
Expense: 26104511-817503 (Capital Outlay - Building Improvements) — $74,510.84

LEGAL REVIEW:
No legal review necessary at this time.

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on October 1, 2026.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Change Order #1

White Rock Construction & Services Inc.
306 1/2 N Richardson Ave
Roswell, NM 88201 US
5759104338
Ben@WRconst.net

ADDRESS
City of Roswell

SHIP TO
Transit Building Restrooms
CHANGE ORDER 1
515 N Mian St
Roswell, NM 88201

Estimate 2026-108

DATE 08/17/2026

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

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

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

SUBTOTAL	68,818.96
TAX	5,691.88
TOTAL	**$74,510.84**

Accepted By

Accepted Date

Regular City Council Meeting 7.
Meeting Date: 10/08/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Approval of a budget adjustment for flood recovery funds made available through NMFA loan PPRF-07035. (Gass/Rogers)

BACKGROUND:
Initiated by Mac Rogers:

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

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

FINANCIAL CONSIDERATION
Financial Impact (Revenue & Expenses): **Budget Adjustment Needed**

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

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

LEGAL REVIEW:
Not applicable for this agenda item

BOARD AND COMMITTEE ACTION:
Infrastructure Committee voted 5-0 to send this item to Finance.The Finance Committee recommended approval 5-0 at its meeting on October 1, 2026.

STAFF RECOMMENDATION:
Staff recommends approval

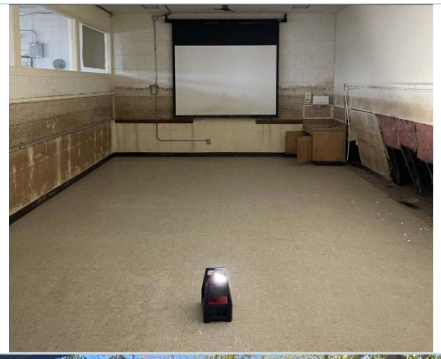
DR 4843 Budget Adjustment - Project Summary

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

DR 4843 Budget Adjustment - Project Summary

Project # 806261 Convention Center	The City of Roswell, Convention Center is a one-story masonry and steel structure with an approximate area of 46,118 GSF on a 5.3-acre site. The building experienced extensive flooding with 5-7 FT of rushing water causing major damage to all building components. FEMA has obligated/approved a total project cost of $6,024,343 for a repair in kind and bring the building back to pre-disaster condition. The project is currently in design with engineers exploring flood proofing measures for code compliance.	
Project # 951175 Nancy Lopez Golf Course at Spring River	Floodwaters caused significant damage to the golf course, impacting its infrastructure, equipment, and landscape. Using Force Account labor, the City has begun repairs to #15 green and the adjacent cart path. The flood also damaged the electrical for multiple pond aerators requiring the service to be brought up to code. The master irrigation controller that is older than 25 years was significantly damaged. Watering the course by hand is difficult and time consuming, the budgeted funds can be used to begin design for new golf course irrigation controllers.	

DR 4843 Budget Adjustment - Project Summary

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

Regular City Council Meeting 8.
Meeting Date: 10/08/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:

Ordinance 26-12: Authorize to advertise to hold a public hearing on proposed Ordinance 26-12: 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 outlined 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. (Gass/Gonzalez)

BACKGROUND:

Initiated by: Bobbi Thompson

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

FINANCIAL CONSIDERATION

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

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

The Legal Committee recommended approval 4-0 at its meeting on August 31, 2026. The Finance Committee recommended approval 5-0 at its meeting on October 1, 2026, to be placed on the consent agenda.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Ordinance 26-12 Sale of Hangar 91
PSA
FEMA Report
Hangar 91 Land Lease
Hangar 91 Predetermination letter
Appraisal

ORDINANCE 26-12

AN ORDINANCE AUTHORIZING THE SALE OF HANGAR 91 AND APPROVING THE PURCHASE AND SALE AGREEMENT WITH HANGAR 91, LLC

WHEREAS, the City of Roswell, New Mexico, is in possession of Hangar 91, located at 99 Will Rogers Road at the Roswell Air Center, a municipal property; and

WHEREAS, the City currently has no use for the Property; and

WHEREAS, Hangar 91, LLC has offered to purchase the Property for the price of $250,000.00; and

WHEREAS, the Property was appraised on August 25, 2025, in the amount of $250,000.00.

WHEREAS, the City Council declares the disposition of the Property for the sum of $250,000.00 as an equitable price in the best interest of the City.

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

SECTION 11 Description: The municipal real property to be sold has an address of 99 Will Rogers Rd (commonly referred to as Hangar 91) at the Roswell Air Center, Roswell, New Mexico. This Property contains the existing aircraft hangar and related improvements consisting of approximately 21,544 square feet, with all fixtures, building systems, mechanical, electrical, plumbing, doors, lighting, and other permanently installed components of the structure, but expressly excludes the land.

SECTION 22 Buyer: Hangar 91, LLC.

SECTION 33 Terms: $250,000.00, less $55,308.69 (a credit for unrepaired damage from the October 2024 flooding), payable in a lump sum by wire transfer of immediately available funds to an account designated by Seller no later than [two] Business Days prior to the Closing Date.

SECTION 44 Value: $250,000.00. Value established by appraisal dated October 29, 2025, conducted by Airport Business Solutions (ABS).

SECTION 55 Purpose: (1) to allow for the sale of excess municipally owned property;

SECTION 66 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 77 If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section,

DRAFT

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

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

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

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 Hangar 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

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contemporaneously with this Agreement that shall also include easements to ROW Authority runways, and as set forth in the City of Roswell City Ordinance [26-12] _____, 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 $55,308.69, a credit for unrepaired damage from the October 2024 flooding) by wire transfer of immediately available funds to an account designated by Seller no later than [two] Business Days prior to the Closing Date.

4. Due Diligence; Access

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

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

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

5. Title to Improvements; Condition

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

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

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

case Seller shall assign to Buyer all applicable insurance proceeds and pay the deductible amount to Buyer at Closing.

5.4 Quiet Enjoyment, Latter Improvements, No Condemnation Proceedings, No Code Violations, No Rehabilitation or Abatement Required. Seller, upon delivery of the building, shall ensure that Buyer will have quiet enjoyment of the Hangar, and further that the Hangar will not be subject to condemnation proceedings nor assessed for Code Violations, nor required to rehabilitate any part of the Hangar nor abate any prior existing environmental conditions, nor be required by the Seller to install a fire suppression system unless or until the Hangar has been improved by Buyer for over 50% more of the appraisal value and purchase price of the Hangar.

6. Representations and Warranties

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

(a) Organization; Authority. Seller is duly organized, validly existing, and in good standing under the laws of its jurisdiction and has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby.

(b) Enforceability. This Agreement constitutes Seller's legal, valid, and binding obligation, enforceable against Seller in accordance with its terms.

(c) Title. Seller owns the Hangar free and clear of all liens and security interests created by, through, or under Seller, other than Permitted Encumbrances.

(d) No Conflicts. The execution, delivery, and performance of this Agreement by Seller do not violate Seller's governing documents or any agreement to which Seller is a party that would apply to the Hangar.

(e) Litigation. Seller has received no written notice of any pending litigation or claims specifically relating to Seller's ownership of the Hangar that would prevent consummation of the transaction.

(f) Compliance Notices. Seller has received no written notice from any governmental authority alleging material violations relating specifically to the Hangar that remain uncured as of Closing.

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

(a) Organization; Authority. Buyer is duly organized, validly existing, and in good standing under the laws of its jurisdiction and has full power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby.

(b) Enforceability. This Agreement constitutes Buyer's legal, valid, and binding obligation, enforceable against Buyer in accordance with its terms.

(c) No Conflicts. The execution, delivery, and performance of this Agreement by Buyer does not violate Buyer's governing documents or any agreement to which Buyer is a party that would apply to the Hangar.

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(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.

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(f) Buyer's satisfaction with due diligence within the Inspection Period or Buyer's waiver thereof.

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

(a) Accuracy of Buyer's representations and warranties as of Closing in all material respects.

(b) Buyer's performance in all material respects of its covenants and obligations.

(c) Delivery of the Buyer Closing Deliveries in Section 7.3.

10. Covenants

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

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

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

11. Environmental

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

12. Land Lease

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

13. Costs; Taxes

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

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

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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.

Buyer: Hanger 91, LLC, 2202 E College Blvd, Roswell, NM 88201 gizmo.aviation@gmail.com, jon@hitchcocknm.com, johnberrylivestock@outlook.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.

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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 26-12 _____, 2026.

Exhibit B – Ground Agreement, December 1, 2026.

[*Signature Page Follows*]

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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: _____

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SITE INSPECTION REPORT

CATEGORY E – BUILDINGS, VEHICLES, EQUIPMENT

Applicant	PA ID #	Applicant Representative	Applicant Representative Title
City Of Roswell	005-64930-00	Lee Mac Rogers	Project Manager

Site Inspection Date 07-18-2025	Site Inspector Name Joel Carter /Tony Rivas
Work Order # 110880	Damage # 1710439
Facility: ☑ Building ☐ Vehicles ☐ Equipment	
GPS Latitude 33.31688	GPS Longitude -104.50579

Physical Location (Address of Damage Site)	Date Damaged	Age of Facility	Legal Responsibility
99 Will Rogers Rd Roswell, New Mexico 88203	10/19/2024 to 10/20/2024	☐ Exact ☑ Approximate Year Built: 1960	☑ Yes ☐ No

Number of Stories	Roof Type	Roof Pitch	
2	☑ Flat ☐ Gable	☐ 1/12	☐ 7/12
Basement	☐ Shed ☐ HIP	☐ 2/12	☐ 8/12
☐ Yes	☐ Mansard	☐ 3/12	☐ 9/12
☑ No		☐ 4/12	☐ 10/12
		☐ 5/12	☐ 11/12
		☐ 6/12	☐ 12/12

Facility Description: (Pre-disaster design, function, capacity, dimensions, and footprint)
Facility Description Only
Buildings: Roof Type/Material/Pitch/Exterior Siding, etc
Vehicles /Equipment: Year/Make/Model

Building 91, the Executive Hangar and home to the Civil Air Squadron, is a two-story facility at RIAC. It includes Hangar A for aircraft operations and a commons area for administrative use. The building features large windows, a main access door, and an external metal staircase. It is constructed with durable materials and surrounded by paved surfaces for logistical access.

Applicant Representative Signature: _____

Recipient Authorized Representative Signature (if applicable): _____

For FEMA Use Only
Work Order # (if applicable): 110880 **Damage #** 1710439

Category E

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Wood Wall Paneling	33.31688, -104.50579/ Waiting Room	74 FT long X 2 FT high

Method of Repair (change in design, materials, size, capacity etc.)				
	Cause of Damage		Surface water flooding	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA		Quantity	148
	CTR		Units	SF
	Both	✓	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Door Casing (No bottom casing)	33.31688, -104.50579/ Waiting Room	3 FT wide X 8 FT high X 1.25 inches thick

Method of Repair (change in design, materials, size, capacity etc.)				
	Cause of Damage		Surface water flooding	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA		Quantity	3
	CTR		Units	Each
	Both	✓	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	4 IN Base Board	33.31688, -104.50579/ Waiting Room	65 Linear Feet

Method of Repair (change in design, materials, size, capacity etc.)				
	Cause of Damage		Surface water flooding	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA		Quantity	65
	CTR		Units	LF
	Both	✓	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Carpet	33.31688, -104.50579/ Waiting Room	20 FT long X 17 FT wide

Method of Repair (change in design, materials, size, capacity etc.)				
	Cause of Damage		Surface water flooding	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA		Quantity	340
	CTR		Units	SF
	Both	✓	% Complete	0%

Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)

Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	3/16 Wood Wall Paneling	33.31688, -104.50579/ Office 1	62 FT long X 2 FT high

Method of Repair (change in design, materials, size, capacity etc.)	Cause of Damage	Surface water flooding	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA ☐	Quantity	124
	CTR ☐	Units	SF
	Both ☑	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Carpet	33.31688, -104.50579/ Office 1	20 FT long X 11 FT wide

Method of Repair (change in design, materials, size, capacity etc.)	Cause of Damage	Surface water flooding	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA ☐	Quantity	220
	CTR ☐	Units	SF
	Both ☑	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	2 IN Base Board	33.31688, -104.50579/ Office 1	55 Linear Feet

Method of Repair (change in design, materials, size, capacity etc.)	Cause of Damage	Surface water flooding	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA ☐	Quantity	55
	CTR ☐	Units	LF
	Both ☑	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Door casing (No bottom casing)	33.31688, -104.50579/ Office 1	3 FT wide X 8 FT high X 1.25 inches thick

Method of Repair (change in design, materials, size, capacity etc.)	Cause of Damage	Surface water flooding	
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA ☐	Quantity	1
	CTR ☐	Units	Each
	Both ☑	% Complete	0%

Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)

Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other

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

Category E

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Inner door casing	33.31688, -104.50579/ Office 1	2 FT wide X 8 FT high X 1.25 inches thick

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	1
	CTR	☐	Units	Each
	Both	☑	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Cat 5 - Receptacles	33.31688, -104.50579/ Office 1	Electrical

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	2
	CTR	☐	Units	Each
	Both	☑	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	1/3 Louvered vents trim	33.31688, -104.50579/ Break-room	4 FT long X 18 inches wide

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	8
	CTR	☐	Units	Each
	Both	☑	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Drywall	33.31688, -104.50579/ Break-room	17 FT long X 22 FT wide

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	374
	CTR	☐	Units	SF
	Both	☑	% Complete	0%

Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)

Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other

Applicant Representative Initials: _____ Page 4 of 11

Recipient Authorized Representative Initials (if applicable): _____

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

Category E

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	3/16 wood wall paneling	33.31688, -104.50579/ Break-room	10 FT long x 2 FT high

Method of Repair (change in design, materials, size, capacity etc.)				
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	**Cause of Damage**	Surface water flooding		
	FA ☐		**Quantity**	20
	CTR ☐		**Units**	SF
	Both ☑		**% Complete**	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Door casing (No bottom casing)	33.31688, -104.50579/ Break-room	3 FT wide X 7 FT high X 1.25 inches thick

Method of Repair (change in design, materials, size, capacity etc.)				
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	**Cause of Damage**	Surface water flooding		
	FA ☐		**Quantity**	1
	CTR ☐		**Units**	Each
	Both ☑		**% Complete**	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Door (No bottom casing)	33.31688, -104.50579/ Break-room	3 FT wide X 10 FT long X 1.3 inches thick

Method of Repair (change in design, materials, size, capacity etc.)				
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	**Cause of Damage**	Surface water flooding		
	FA ☐		**Quantity**	1
	CTR ☐		**Units**	Each
	Both ☑		**% Complete**	0

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	cabinets (low base)	33.31688, -104.50579/ Break-room	9 FT long X 34 inches wide X 24 inches depth

Method of Repair (change in design, materials, size, capacity etc.)				
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	**Cause of Damage**	Surface water flooding		
	FA ☐		**Quantity**	1
	CTR ☐		**Units**	Each
	Both ☑		**% Complete**	0

Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)

Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (is applicable): _____

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Top (Cabinets with roll back)	33.31688, -104.50579/ Break-room	9 FT long X 24 inches wide X 3.3 inches depth

Method of Repair (change in design, materials, size, capacity etc.)	Cause of Damage	Surface water flooding		
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	1
	CTR	☐	Units	Each
	Both	☑	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Metal sink	33.31688, -104.50579/ Break-room	15 inches long X 15 inches wide

Method of Repair (change in design, materials, size, capacity etc.)	Cause of Damage	Surface water flooding		
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	1
	CTR	☐	Units	Each
	Both	☐	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Sheet Linoleum	33.31688, -104.50579/ Mechanical Room	Two walls are 11 ft × 8 ft: 2 × (11 × 8) = 176 SF Two walls are 9 ft × 8 ft: 2 × (9 × 8) = 144 SF

Method of Repair (change in design, materials, size, capacity etc.)	Cause of Damage	Surface water flooding		
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	320
	CTR	☐	Units	SF
	Both	☐	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Drywall	33.31688, -104.50579/ Mechanical	37 FT long X 2 FT high

Method of Repair (change in design, materials, size, capacity etc.)	Cause of Damage	Surface water flooding		
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	74
	CTR	☐	Units	SF
	Both	☐	% Complete	0%

Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)

Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other

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Category E

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	2 IN Base Board	33.31688, -104.50579/ Mechanical	37 Linear Feet

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	37
	CTR	☐	Units	LF
	Both	☑	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	casing door (No bottom casing)	33.31688, -104.50579/ Mechanical	3 FT wide X 7 FT high X 1.25 inches thick

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	1
	CTR	☐	Units	Each
	Both	☑	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	(2 FT x 2 FT) Ceiling Tiles	33.31688, -104.50579/ Mechanical	Each

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	25
	CTR	☐	Units	Each
	Both	☐	% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	5/8/16 Drywall	33.31688, -104.50579/ Restroom	32 FT long X 2 FT high

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA	☐	Quantity	64
	CTR	☐	Units	SF
	Both	☐	% Complete	0%

Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)

Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

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

Category E

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	3 IN Base Board	33.31688, -104.50579/ Restroom	28 Linear Feet

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA ☐		Quantity	28
	CTR ☐		Units	LF
	Both ☐		% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	(2 FT x 2 FT) Ceiling Tiles	33.31688, -104.50579/ Restroom	Each

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA ☐		Quantity	10
	CTR ☐		Units	Each
	Both ☑		% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
1	Casing door (No bottom casing)	33.31688, -104.50579/ Restroom	3 FT W X 7 FT H X 1.25 inches thick

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA ☐		Quantity	1
	CTR ☐		Units	Each
	Both ☑		% Complete	0%

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.
2	asphalt surface	33.31650, -104.50637	75 FT long x 20 FT wide x 2 IN thick

Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	Surface water flooding
Applicant replace to pre disaster condition and footprint. Also is interested in Mitigation to improve the resiliency for future weather conditions.	FA ☐		Quantity	9
	CTR ☐		Units	CY
	Both ☑		% Complete	0%

Component Types: 1-Exterior Building 2-Interior Building 3-Exterior Site 4-Vehicle 5-Equipment 6-Contents (Specify Each Component) 10-Median 11-Guardrail 12-Lighting 13-Signage 14-Culvert 15-Wall 16-Armor 17-Other (specify)

Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7- Rising Water or Storm Surge 8-Wind Blown Debris 9-Earthquake 10- Fire 11- Earthquake 12- Electrical Power Surge 13- Snow or Ice 14- Other

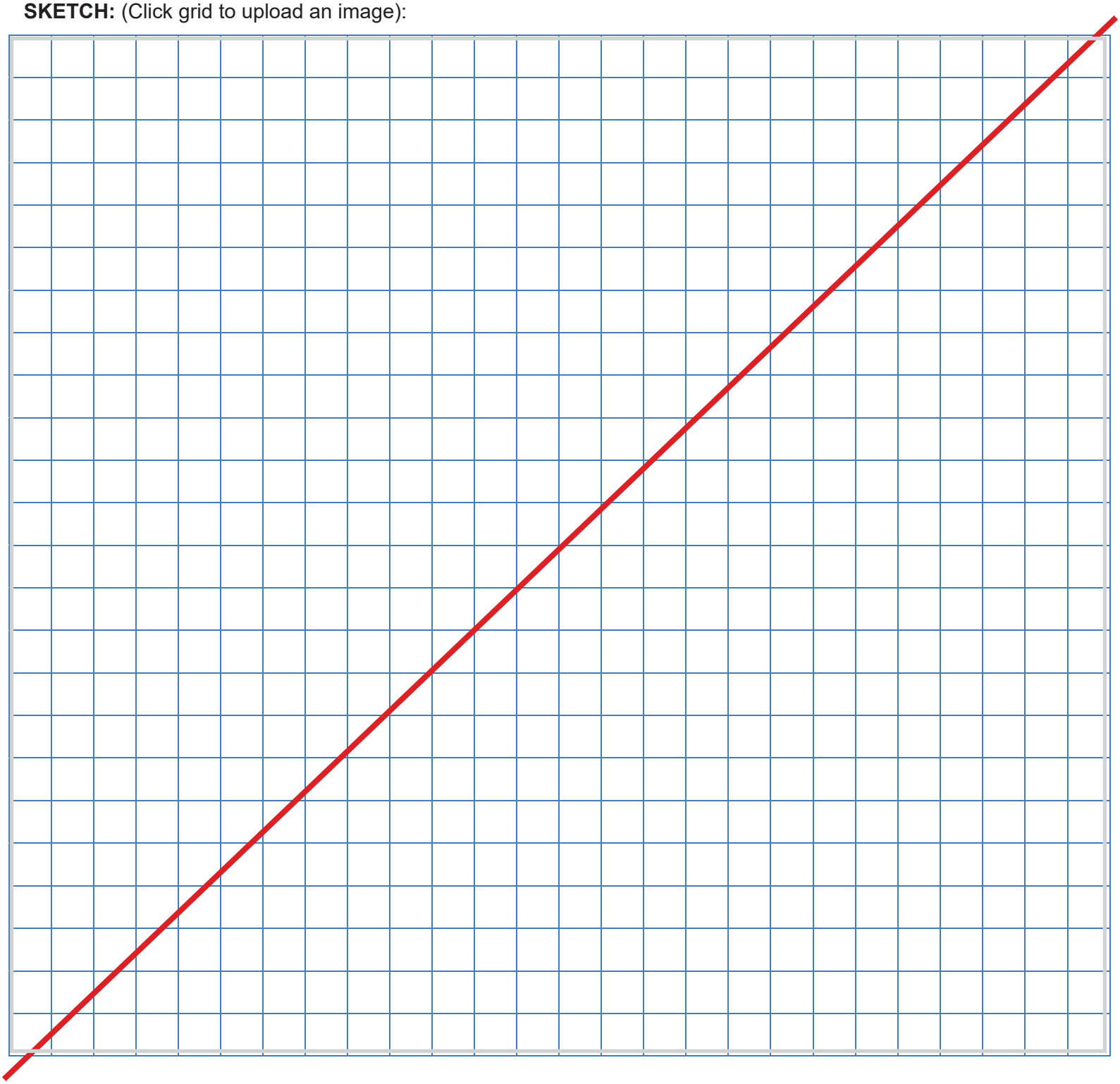
Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

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Category E

SKETCH: (Click grid to upload an image):



NOTES:

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

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Category E

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

Mitigation Considerations

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

1. **Identify the specific cause of damage (such as water flowed into the basement through the stairwell, floodwater rose 3 FT high on the first floor, wind blew off the roof covering, and rainwater entered the building, windblown rain entered around the windows and doors, etc.).**

2. **Does the Applicant plan to perform additional work to protect damaged facilities against similar damage in a future event?**
   - ☐ Yes
   - ☐ No
   - ☐ Unsure

   Comments:

3. **Will the Applicant provide a proposal for hazard mitigation work?**
   - ☐ Yes
   - ☐ No
   - ☐ Unsure

   Comments:

4. **Would the Applicant like FEMA to prepare a proposal for hazard mitigation work?**
   - ☐ Yes
   - ☐ No
   - ☐ Unsure

   Comments:

Insurance Considerations

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

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

   Comments:

Environmental & Historic Preservation Considerations

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

1. **Is the damaged facility(ies) located within a floodplain or a coastal high hazard area and/or does it have an impact on a floodplain or wetland? Can the project site be impacted by flooding? Will work occur within 200 feet of a waterway/waterbody?**
   - ☐ Yes
   - ☐ No
   - ☐ Unsure

   Comments:

2. **Is the damaged facility located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?**
   - ☐ Yes
   - ☐ No
   - ☐ Unsure

   Comments:

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

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

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 1 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

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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, reduction or setoff of any kind except as herein specifically provided.

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee will pay the amount of Three Thousand Three Hundred and Seventy-Five Dollars ($3,375.00) as a security deposit 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

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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.

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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 if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City; or (b) any hazardous material (for which Lessee is not otherwise responsible) clearly demonstrated to have existed prior to this Lease or be migrating onto the Leased Premises from some other location through no fault of Lessee.

c. If there is a violation of any environmental laws concerning the presence, use, generation, storage or other management of hazardous materials, 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

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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

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

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

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

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

ARTICLE 11 – RELINQUISHMENT

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

ARTICLE 12 – ASSIGNMENT

Lessee shall not assign this Lease, any part thereof, or assign any improvements located on the Leased Premises without the prior written amendment of this Lease pursuant to Article[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

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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 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.

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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 of 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

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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:

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i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.

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

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

b. Security Badges

i. Airport ID Badge

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

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

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

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

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

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

f. Tenant shall use the Leased Premises solely for the purpose of 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.

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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.

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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 six (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.

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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

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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 : johnberrylivesto[illegible]@ou[illegible].com, gizmo.aviation@gmail.com, jon@hitchcocknm.com

ARTICLE [illegible] – 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

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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:

_____

Amalia Martinez, City Clerk

Approved as to form:

_____

Christopher J. Nairn-Mahan, City Attorney

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ROSWELL

Office of the Mayor

PREDETERMINATION COMMUNICATION

From:

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

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

Esteemed Members of the Legal Committee & City Council,

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

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

_____ _____

Timothy Z. Jennings, Mayor Hessel Yntema, City Manager

APPRAISAL OF MARKET VALUE

****

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



Prepared for:

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

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

Airport Business Solutions

Airport Business Solutions
"Valuation and Consulting Services to the Aviation Industry"
131 Hollybrook Drive, Flat Rock, North Carolina 28731-8593
Phone (813) 317-3170 www.airportbusiness.net

October 29, 2025

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

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

Dear Ms. Thompson:

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

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

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

MARKET VALUE OF THE HANGAR BUILDING ONLY

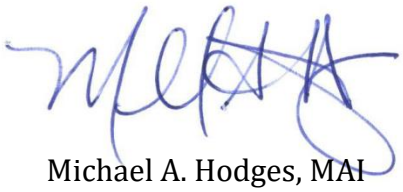
TWO HUNDRED FIFTY THOUSAND DOLLARS

($ 250,000.00)

Solutions as Unique as the Problems . . .

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

Sincerely,



Michael A. Hodges, MAI
President/CEO

SCOPE OF THE ASSIGNMENT

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



DEVELOPMENT AND REPORTING PROCESS

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

IDENTIFICATION OF PROPERTY APPRAISED

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



PURPOSE AND FUNCTION OF THE ASSIGNMENT

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

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

OWNERSHIP HISTORY

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

DATE OF VALUE ESTIMATE

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

DEFINITION OF MARKET VALUE

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

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

PROPERTY RIGHTS ANALYZED

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

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

PROPERTY TAXES

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

NEIGHBORHOOD/COMMUNITY ANALYSIS

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



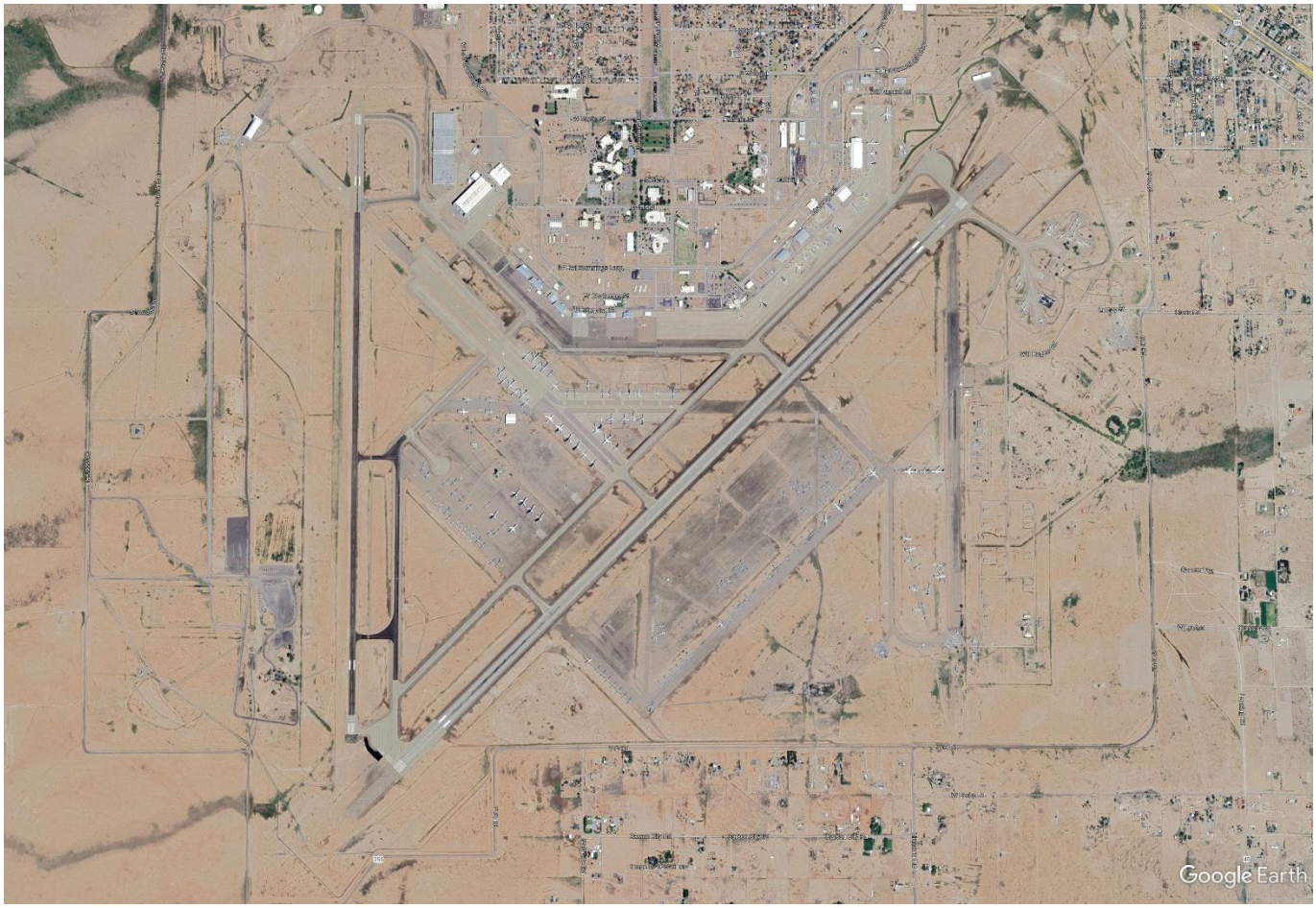
Roswell, New Mexico is the county seat of Chaves County, which lies in the southeast quadrant of the State. The 2024 population was 46,670 making it the fifth-most populous city in New Mexico. It is home to the New Mexico Military Institute, as well as the location of an Eastern New Mexico University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

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

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

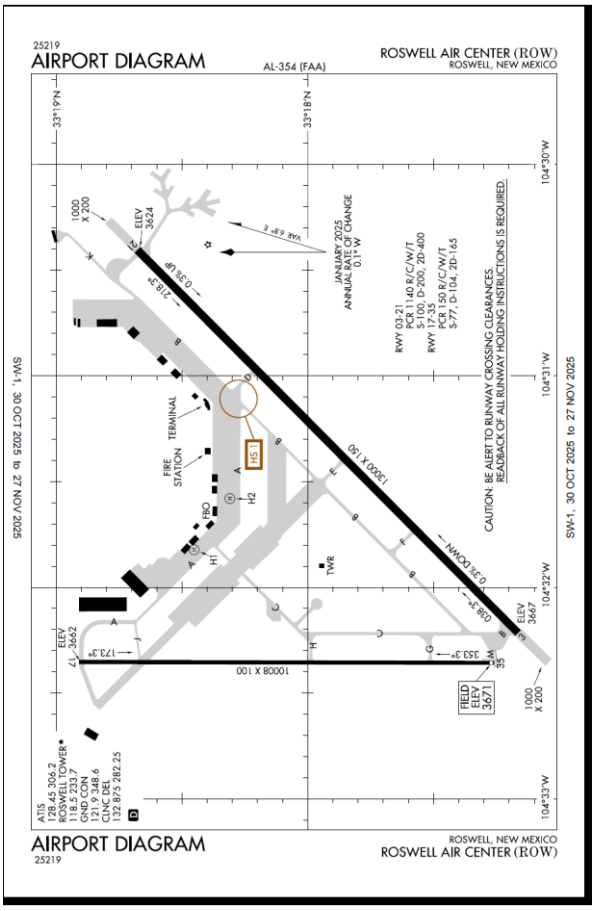
ROSWELL AIR CENTER

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



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

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



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

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

SITE AND IMPROVEMENT DESCRIPTION



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

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





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











HIGHEST AND BEST USE ANALYSIS

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

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

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

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

APPROACHES TO VALUE ESTIMATE

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

1. ***Cost Approach*** - In this approach the indication of value is derived by estimating the value of the land based on sales of similar land and adding to this value the replacement cost of improvements less accrued depreciation.

2. ***Market Data or Direct Sales Comparison Approach (Market Approach)***- This method develops a value estimate by the direct comparison of the subject of the appraisal with properties that are similar or which are adapted to the same use which have recently sold or which are listed for sale in the open market under competitive conditions.

3. ***Income Capitalization Approach*** - In this approach the value of the property is indicated by the capitalization of an anticipated net rental income stream over a specified period of time. Four steps are required: (1) Gross Income is estimated; (2) Expenses are deducted to estimate net income; (3) A capitalization rate is selected; and (4) The net income estimate is capitalized into an indication of value by applying the selected capitalization rate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECONCILIATION AND FINAL VALUE ESTIMATE

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

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

MARKET VALUE OF THE HANGAR BUILDING ONLY

TWO HUNDRED FIFTY THOUSAND DOLLARS

($ 250,000.00)

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

Airport Business Solutions

CERTIFICATION

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

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

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

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

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

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

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

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

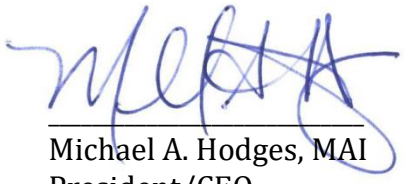
The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

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

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

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

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



Michael A. Hodges, MAI
President/CEO

ADDENDA

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

Airport Business Solutions

GENERAL/EXTRAORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

1. The legal and/or metes and bounds as pointed out by the client are assumed to be correct.

2. No survey of the property has been made by the appraiser and no responsibility is assumed in connection with such matters.

3. No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable but not necessarily owned in fee by the client as of the date of this opinion.

4. Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the consultants.

5. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

6. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated.

7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated. All values stated herein are contingent upon the proper zoning, existing or proposed, be granted by the local zoning authorities and adhered to regardless of the proposed use.

8. It is assumed that all required licenses and consents have been obtained from legislative or administrative authority for any use on which the value contained in this analysis is based.

9. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within this analysis.

10. The appraiser will not be required to give testimony or appear in court because of having made this analysis, with reference to the property in question, unless arrangements have been previously made.

11. Possession of this appraisal, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the consultants, and in any event, only with proper written qualification and only in its entirety.

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

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

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

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

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

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

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

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

QUALIFICATIONS OF APPRAISER

CURRICULUM VITAE

NAME:	Michael A. Hodges, MAI
TITLE:	President/CEO
FIRM NAME:	*ABS Aviation Consultancy, Inc. dba* ***Airport Business Solutions***
ADDRESS:	131 Hollybrook Drive Flat Rock, North Carolina 28731-8593
PHONE:	(813) 813-3170

EDUCATION

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

PROFESSIONAL AND TECHNICAL COURSES

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

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

BACKGROUND AND EXPERIENCE

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

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

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

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

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

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

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

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

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

COURT EXPERIENCE

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

TERRITORY

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

AFFILIATIONS AND DESIGNATIONS

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

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

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

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

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

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

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

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

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

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

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

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

Corporate Member of the National Air Transportation Association (NATA)

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

Corporate Member of the National Business Aviation Association (NBAA)

Member of AAAE's General Aviation Airports Committee

Member of NATA's Airport Business Committee

Member of NATA's FBO Subcommittee

Member of AAAE's Real Estate and Commercial Development Committee

NIETO CUSTOM BUILDERS

Quote

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

Name / Address	Project Location
Roswell Air Center #1 Jerry Smith Cr. Roswell, NM 88203	

Date	Estimate No. #	P.O. No.	Project
7/22/2025	20720		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
Sales Tax (8.2708%)	$3,763.21
Total	$49,263.21

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

Regular City Council Meeting 9.
Meeting Date: 10/08/2026
COMMITTEE: N/A
CONTACT: N/A **CHAIR:** Cristina Arnold

ACTION REQUESTED:
Resolution 26-60 Weeds - The Resolution shall mandate the cleanup of approximately eighteen (18) separate properties within the City. (Arnold/Franco)

BACKGROUND:
Initiated by: Toby Franco

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

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

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

BOARD AND COMMITTEE ACTION:
No action required.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Weed Resolution
ATT 2 Resolution 26-60 Weeds Exhibit

CITY OF ROSWELL
RESOLUTION 26-60

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

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

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED 8th day of October 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

400 ROWLAND DR ATKINSON Block 3 Lot 5 BRASS, DAVID O; BRASS, GAY STORY 9740 RAVENSWAY DR DALLAS, TX 75238	625 E 2ND ST BELLE PLAIN Lot 42 BLACKGOLD DEVELOPERS LLC PO BOX 114 HAGERMAN, NM 88232
700 E TILDEN ST FLORA VISTA Block 3 Lot 21 AND Lot 22 BILLINGS LIVING TRUST ROBERT A AND TAMMY OCHOA 505 E CR 138 MIDLAND, TX 79076	717 E TILDEN ST FLORA VISTA Block 2 Lot 38 AND Lot 39 PEREZ, TEODORO J 105 N AVE U LUBBOCK, TX 79415
300 E VAN BUREN ST SOUTH HIGHLANDS REDIVISION Block 2B Lot 21 SABUR, SAMIYYAH; SABUR, TIMOTHY C/O REYES, MANUEL 701 BROADMOOR CHAPARRAL, NM 88081	303 E VAN BUREN ST MITCHELL REDIV Block A Lot 12 BENAVIDES ESTATE, TOM; BENAVIDES ESTATE, KATHLEEN L 811 DOUGLAS AVE LAS VEGAS, NM 87701
402 E VAN BUREN ST SOUTH HIGHLANDS REDIV BLK 1 Block 1B Lot 9 CARDENAS LEON, MANUEL ANTONIO; CARDENAS PISFIL, JOSE MANUEL PO BOX 71194 LAS VEGAS, NV 89170	903 N PENNSYLVANIA AVE NORTH SPRING RIVER Block 5 Lot 9 W 98' W 50' E 100' N 40' E 50' N 10' Quarter NE S 32 T 10S R 24E TAYLOR, CHARLOTTE CAY; TAYLOR, JOSEPH RYAN 903 N PENNSYLVANIA AVE ROSWELL, NM 88201
707 N UNION AVE RIVERSIDE HEIGHTS BLK 24 Block 24 Lot 11 Quarter SW S32 T 10S R 24E DOC# 202407857 WD TOLTON, WALT 707 N UNION AVE ROSWELL, NM 88201	1601 N UNION AVE LAWRENCE & HODGES Block 4 Lot 12 Quarter SW S 29 T 10S R 24E DOC# 202601692 WD BLACKGOLD DEVELOPERS LLC PO BOX 114 HAGERMAN, NM 88232
1824 N LEA AVE BAUMGARTNERS REDIVISION Block 2 Lot 1 Quarter SE S 29 T 10S R 24E BARRIOS-GURROLA, GONZALO C/O YE, JINFENG 911 COUNTRY SIDE PL CARLSBAD, NM 88220	1200 N MISSOURI AVE/605 W 12TH ST WEST SIDE Block 2 Lot 7 Quarter NE S 32 T 10S R 24E BURCIAGA, HECTOR C/O YE, JINFENG 911 COUNTRY SIDE PL CARLSBAD, NM 88220

1112 N LEA AVE/506 W 12TH ST WEST SIDE Block 28 Lot 1 Quarter NE S 32 T 10S R 24E FIRST AMERICAN BANK CUSTODIAN FOR JOE C SHORT IRA C/O M GILLESPIE PO BOX 297 MESILLA PARK, NM 88047	THE OAKS SUBDIVISION VACANT LOT EAST OF TWIN BERRY CT EDEN ACRES UNIT 2 SUMMARY PLAT Lot 2 S 30 T 10S R 24E MAC REAL ESTATE INC 6616 GULTON CT NE SUITE 90 ALBUQUERQUE, NM 87107
3000 N WASHINGTON AVE RANCHO VISTA ESTATES REDIV Block 2 Lot 7 S 20 T 10S R 24E NIEC-HERNANDEZ, RACHEL; HERNANDEZ, JERRY J 3000 N WASHINGTON AVE ROSWELL, NM 88201	713 LA FONDA DR BEL-AIRE ESTATES 2 Block 2 Lot 5 Quarter NE S 21 T 10S R 24E DOC # 202006253 PRD MOEHRING, ROI 713 LA FONDA DR ROSWELL, NM 88201
1102 CAHOON AVE FRUITLAND Block 1 Lot 8 RAYA, JOSE R 169 ORCHARD AVE APT B SALINAS, CA 93905	1806, 1808 N MARYLAND AVE HEWATT Block 2 Lot 8 AND Lot 9 Quarter SE S 29 T 10S R 24E FREEDOM MORTGAGE CORPORATION 11988 EXIT 5 PKWY BLDG 4 FISHERS, IN 46037

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 10.
Meeting Date: 10/08/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

ACTION REQUESTED:
Resolution 26-61 Condemnations - Adoption of Resolution 26-61 the Resolution shall require the removal or demolition of three (3) dilapidated structures. (Arnold/Franco)

BACKGROUND:
Initiated by: Toby Franco

These structures constitute a public nuisance harmful to the public health, safety, and general welfare.

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

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

BOARD AND COMMITTEE ACTION:
The Public Safety Committee meeting scheduled for September 15, 2026, was canceled. This item was discussed at the Legal Committee meeting on September 24, 2026, where it passed 5-0.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

ATT 1 Resolution Condemnation
ATT 2 Resolution 26-61 Condemnations

CITY OF ROSWELL
RESOLUTION 26-61

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

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

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED 8th day of October 2026.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
316 S BEECH AVE RONNIE OTERO Lot 1 Quarter NE S 4 T 11S R 24E DOC# 202404402 QCD	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	MARTINEZ, MARIA L 316 S BEECH AVE ROSWELL, NM 88203
321 E REED ST SOUTH HIGHLANDS REDIVISION Block 2B Lot 2	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RODRIGUEZ MATA, XOCHITL; RODRIGUEZ MATA, IRVIN A; RODRIGUEZ NORIEGA, MARIO 321 E REED ST ROSWELL, NM 88203
604 S MISSOURI AVE ALAMEDA HEIGHTS Block 10 Lot 1 S2	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CONLEY, ROWINE 604 S MISSOURI AVE ROSWELL, NM 88203

316 S BEECH AVE





321 E REED ST





604 S MISSOURI AVE





ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 11.
Meeting Date: 10/08/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Resolution 26-62: Adoption of Resolution 26-62 - Participation in the FY27 Transportation Project Funding Program administered by the New Mexico Department of Transportation. (Gass/MacCornack)

BACKGROUND:
Initiated by: James MacCornack

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

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

LEGAL REVIEW:
Resolution has been submitted to City Attorney for review.

BOARD AND COMMITTEE ACTION:
Infrastructure Committee voted 5-0 on 9/21/2026 to send this item to the Finance Committee. The Finance Committee recommended approval 5-05 at its meeting on October 1, 2026.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

TPF Funding Agreement
Resolution 26-62 Transportation Project Fund NMDOT

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

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

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

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

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

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

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

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

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a department right of way or a National Highway System route:
   1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.

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

5. Both Parties Agree:

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

6. Term.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

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

By:_____ Date: _____
Assistant General Counsel

City of Roswell

By:_____ Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP20084

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

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

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

City of Roswell

By:_____ Date: _____

Title: _____ Date: _____

ATTEST:

By:_____ Date: _____

Public Entity Clerk

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

EXHIBIT B

RESOLUTION

City of Roswell

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

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

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

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

and

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

TOTAL PROJECT COST IS $2,733,000.00

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

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

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

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

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

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

(PRINTED NAME, POSITION)	DATE
(PRINTED NAME, POSITION)	DATE

RESOLUTION 26-62

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

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

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

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

And

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

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

WHEREAS, the City of Roswell shall pay all costs, which exceed the total amount of $2,733,000.00.; and

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

a. The project for this Cooperative Agreement is adopted and has a priority standing.

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

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

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

DRAFT

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

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

DRAFT

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 12.
Meeting Date: 10/08/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

ACTION REQUESTED:
Approval for Custom Construction II, LLC, to enter into a 1-year lease beginning October 15, 2026, and ending October 14, 2027, for a parcel of land at the Roswell Air Center. (Arnold/Sanchez)

BACKGROUND:
Initialed by Michelle Sanchez

Custom Construction II, LLC has requested to enter into a one-year lease at the Roswell Air Center consisting of 90,000 square feet, more or less. The lease premises will be utilized for the dismantling of transitional aircraft. The proposed lease term will commence on October 15, 2026, and expire on October 14, 2027.

FINANCIAL CONSIDERATION
See Fiscal Impact below.

Tenant agrees to pay forty thousand dollars and zero cents ($40,000.00), payable in 12 monthly installments of $3,333.33.

LEGAL REVIEW:
City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:
The Legal Committee voted 5-0 to recommend approval of the new lease between ROW and Custom Construction II, LLC at its September 24, 2026 meeting.

STAFF RECOMMENDATION:
Staff recommends to proceed as presented.

Attachments

Custom Construction II, LLC ground lease

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 Custom Construction II 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 to the following real property, together with and other ancillary improvements located thereon:

Area of land consisting of 90,000 square feet more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as Will Rogers Rd, 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 October 15, 2026, for 1 year and shall terminate on October 14, 2027. 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 Forty Thousand Dollars ($40,00.00) payable in 12 monthly installments of Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($3,333.33). Rent and other fees, if any, are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee will pay the amount of Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three cents ($3,333.33) 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 rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee 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 dismantling transitional aircraft 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 take all necessary measures, including the installation and maintenance of appropriate fencing or other containment methods, to prevent trash, debris, materials, or other loose items from blowing, scattering, or leaving the Leased Premises. 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 if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City; or (b) any hazardous material (for which Lessee is not otherwise responsible) clearly demonstrated to have existed prior to this Lease or be migrating onto the Leased Premises from some other location through no fault of Lessee.

c. If there is a violation of any environmental laws concerning the presence, use, generation, storage or other management of hazardous materials, 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 used on the Leased Premises, including electric, gas, water, garbage, sewage, telephone, internet, all maintenance and operating costs and other services which may be incurred in connection with Lessee's use of the Leased Premises, and save harmless City therefrom. The City is not responsible for any payments that may be associated with any demolition or construction of any improvements or infrastructure.

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

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

ARTICLE 12 – ASSIGNMENT

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

ARTICLE 13 – SUBLEASE

Lessee may not 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 $1 million dollars ($1,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 1 million dollars ($1,000,000.00) per occurrence for bodily injury, personal injury or death; and $1 million dollars ($1,000,000.00) 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
      1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."
   ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
      1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.

c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
d. Tenants and tenant employees are responsible for controlling access to doors, gates, and other passageways between the AOA and the landside of the airport through their lease areas.
e. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements, and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
f. Tenant shall use the Leased Premises solely for the purpose of dismantling transitional aircraft 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 violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee sixty (60) days' notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of City's intention to cancel the Lease, and no proof of receipt of such notice shall be necessary in order for City to enforce the lease cancellation sixty (60) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said sixty (60) day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions, or covenants of this Lease, Lessee shall pay the costs uncured by City in litigating the default, including reasonable attorneys fee. In the event of a breach of the terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

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

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

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

ARTICLE 22 – SCOPE OF AGREEMENT

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

ARTICLE 23 – AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

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

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26 – BANKRUPTCY

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

ARTICLE 27 -- HOLDOVER

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

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

ARTICLE 28 – NOTICES

The addresses for notice are:

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

For Notice to Lessee:

Custom Construction II, LLC
4 Wool Bowl Circle.
Roswell, NM 88201

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.

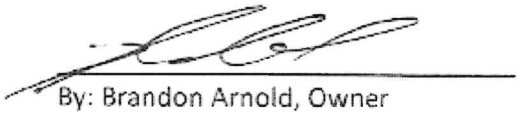
IN WITNESS WHEREOF, this Lease is executed the __ day of October, 2026.

For City

_____

By: Hessel Yntema, City Manager

For Lessee:



By: Brandon Arnold, Owner

Attest:

_____

Amalia Martinez, City Clerk

Approved as to Form:

_____

Christopher J. Nairn-Mahan, City Attorney

LEASE AGREEMENT

2.07 acres for dismantling. No utilities on site. Land lease for .44 per square foot. (90,000 square feet) Annual Rent $40,000.00
Payable Monthly $3,333.33

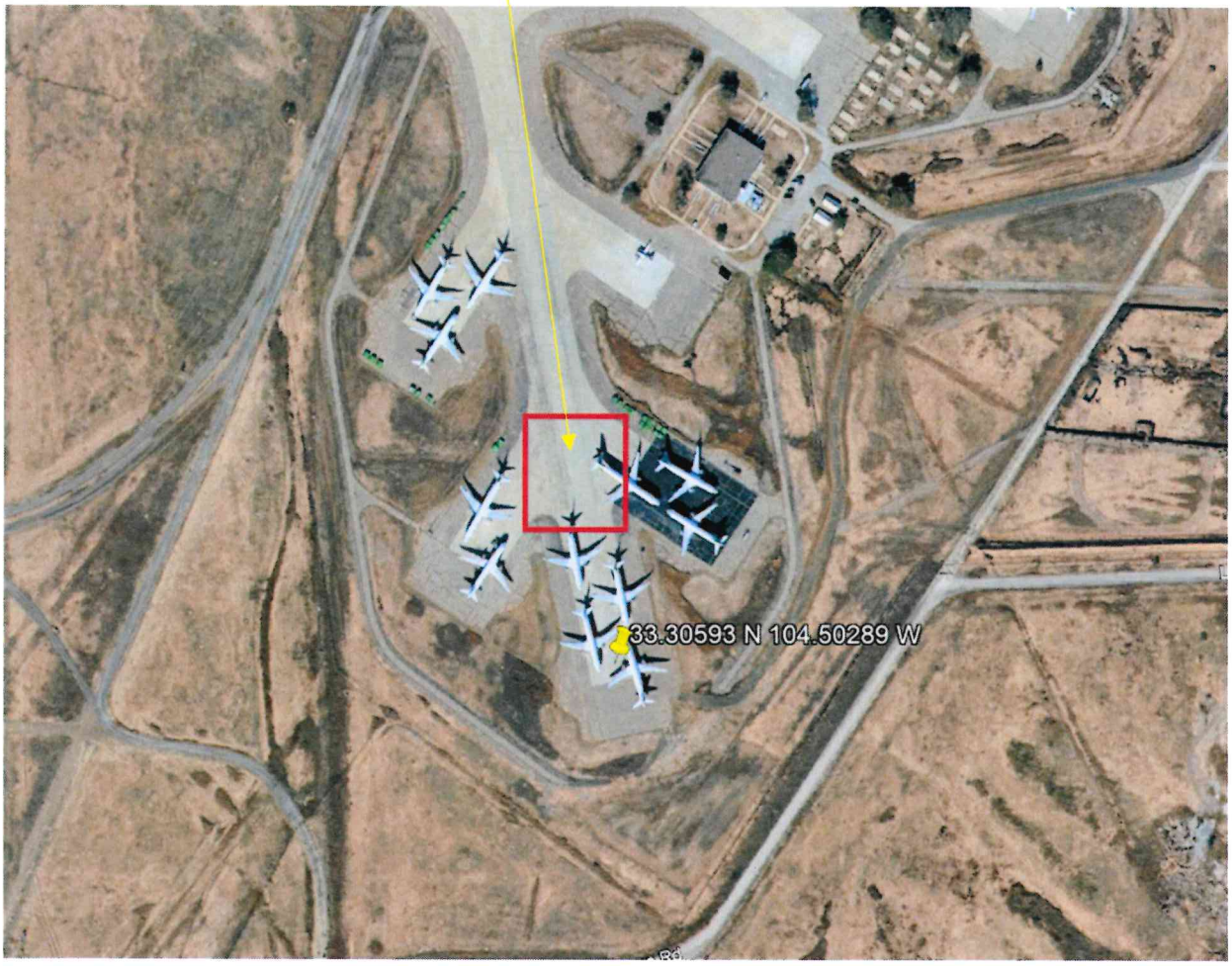


EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

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

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

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

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

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

b. If Custom Construction II, LLC maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Carlton Walker.

2. ADDITIONAL INSURED STATUS

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of Custom Construction II, LLC, including materials, parts or equipment furnished in connection with

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

3. **PRIMARY COVERAGE**

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

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

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

6. **SELF-INSURED RETENTIONS**

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

7. **ACCEPTABILITY OF INSURERS**

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

8. **CLAIMS-MADE POLICIES**

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

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

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

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

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

9. **VERIFICATION OF COVERAGE**

Custom Construction II, LLC shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the required documents prior to commencement of the Work, however, shall not waive Custom Construction II, LLC'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.

Regular City Council Meeting 13.
Meeting Date: 10/08/2026
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Mayor Pro Tem

Summary:
Approval of the minutes from the Special City Council meeting on September 3, 2026. (Corn/Martinez)

Attachments
DRAFT - September 3, 2026, Special City Council Minutes

Special Meeting, Roswell City Council
Held at City Hall, Mike Mathews Conference Room
425 N. Richardson Ave., Roswell, NM 88201
Thursday, September 3, 2026, at 4:00 P.M.

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 26-12.

The meeting convened at 4:00 p.m. with Mayor Jennings presiding.

ROLL CALL:

Riley A. Armstrong	Present
Robert Corn	Present
Darrell Johnson	Present
Cristina Arnold	Present
Juan Oropesa	Present
Ed Heldenbrand	Present
Kurt Gass	Present
Juliana Halvorson	Present
Angela Moore	Present
Carlos Marrujo, Jr.	**Absent**

APPROVAL OF THE AGENDA

1. Approval of agenda - approve the agenda for the September 3, 2026, Special City Council Meeting.

MOTION: Mayor Pro Tem Corn moved to approve the agenda for the September 3, 2026, Special City Council Meeting. Councilor Halvorson seconded the motion.

VOTE: A voice vote was taken, and the agenda was approved unanimously, with Councilor Marrujo absent.

MOTION PASSED: 9-0

CLOSED SESSION

2. Hold a closed session pursuant to NMSA 1978 10-15-1H (2) to discuss limited personnel matters pertaining to the city manager and the finance department.

FOR THE RECORD: Councilor Marrujo arrived at 4:03 p.m.

MOTION: Mayor Pro Tem Corn moved to enter closed session pursuant to NMSA 1978, Section 10-15-1(H)(2), to discuss limited personnel matters pertaining to the City Manager and the Finance Department. Councilor Gass seconded the motion. Councilor Halvorson and Mayor Jennings

DRAFT

recused themselves from the conversation regarding the Finance Department due to their affiliation with Pioneer Bank.

DISCUSSION: To maintain a quorum, it was determined that the matter would be divided into two separate discussions. The Council would first enter closed session to discuss matters pertaining to the Finance Department. Upon conclusion of that discussion, Councilor Halvorson and Mayor Jennings would join the closed session to discuss limited personnel matters pertaining to the City Manager.

ROLL CALL VOTE:

Riley A. Armstrong	Yes
Robert Corn	Yes
Darrell Johnson	Yes
Cristina Arnold	Yes
Juan Oropesa	Yes
Ed Heldenbrand	Yes
Kurt Gass	Yes
Juliana Halvorson	Yes
Angela Moore	Yes
Carlos Marrujo, Jr.	Yes

MOTION PASSED: 10-0

FOR THE RECORD: The Council entered closed session at 4:11 p.m.

MOTION: At 5:34 p.m., Mayor Pro Tem Corn moved that the meeting reconvene. Councilor Arnold was the second. Mayor Pro Tem Corn stated for the record that the matters discussed in closed session were limited to those specified in the motion to close the meeting and that no action was taken during the closed session.

VOTE: A voice vote was taken, and the motion to reconvene the meeting carried unanimously.

REGULAR ITEMS:

3. Action as a result of a closed session pursuant to NMSA 1978 10-15-1H (2) to discuss limited personnel matters pertaining to the city manager.

MOTION: Councilor Halvorson moved to retain the City Manager through September 30, 2026, the effective date of his resignation. Councilor Moore seconded the motion.

ROLL CALL VOTE:

Riley A. Armstrong	No
Robert Corn	No
Darrell Johnson	No

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Cristina Arnold	Yes
Juan Oropesa	Yes
Ed Heldenbrand	No
Kurt Gass	No
Juliana Halvorson	Yes
Angela Moore	Yes
Carlos Marrujo, Jr.	Yes

The motion resulted in a **5-5 tie** vote. Mayor Jennings cast the tie-breaking vote in favor of the motion.

MOTION PASSED: 6-5

4. Action as a result of a closed session pursuant to NMSA 1978 10-15-1H (2) to discuss limited personnel matters pertaining to the finance department.

FOR THE RECORD: Councilor Halvorson and Mayor Jennings recused themselves from discussion and voting due to their affiliation with Pioneer Bank.

MOTION: Councilor Gass moved to remove Toni Gomez from the position of Treasurer without cause. Councilor Moore seconded the motion.

DISCUSSION: Councilor Oropesa requested clarification regarding the effect of the motion and whether a vote in favor of the motion would imply that the Treasurer was responsible for the issues under review. The City Manager explained that approval of the motion would remove the Treasurer from that position, while she would continue to serve as Finance Director. Councilor Oropesa then asked the Treasurer whether she believed she was solely responsible for the matters being discussed. The Treasurer responded that multiple factors were involved and that she did not bear sole responsibility. When asked whether she believed the Council was treating her fairly, the Treasurer stated that the investigation remained incomplete. Councilor Oropesa also inquired about her chain of command and sources of guidance on financial decisions. The Treasurer stated that she reports to the Mayor and City Council and consults with the Department of Finance and Administration (DFA), the Mayor, Councilors, and the City Manager as needed. In response to a question regarding her loyalty to the organization, the Treasurer cited her dedication to her work and commitment to the city.

ROLL CALL VOTE:

Riley A. Armstrong	No
Robert Corn	Yes
Darrell Johnson	Yes
Cristina Arnold	No
Juan Oropesa	No
Ed Heldenbrand	No
Kurt Gass	Yes

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Angela Moore Yes
Carlos Marrujo, Jr. No

MOTION FAILED: 5-4, with Councilor Halvorson and Mayor Jennings recused from discussion and voting.

ADJOURNMENT

Meeting adjourned at 5:52 p.m.

Approved on this 8th day of October 2026.

(City Seal)

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

Prepared by: Angela Garcia, Deputy City Clerk

Regular City Council Meeting 14.
Meeting Date: 10/08/2026
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Mayor Pro Tem

Summary:
Approval of the minutes from the Regular City Council meeting on September 10, 2026. (Corn/Martinez)

Attachments

DRAFT - September 10, 2026, City Council Minutes

REGULAR MEETING CITY OF ROSWELL COUNCIL
Chaves County Administrative Center
Commission Chambers - #1 St. Mary's Place
Roswell, New Mexico 88203
Thursday, September 10, 2026, at 6:00 p.m.

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution No. 26-12.

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

ROLL CALL:

Riley A. Armstrong	Present
Ed Heldenbrand	Present
Kurt Gass	Present
Cristina Arnold	Present
Robert Corn	Present
Angela Moore	Present
Carlos Marrujo, Jr.	Present
Darrell Johnson	Present
Juan Oropesa	Present
Juliana Halvorson	Present

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

1. Approval of agenda: Approve the agenda for the September 10, 2026, Regular City Council Meeting.

MOTION: Mayor Pro Tem Corn moved to approve the agenda for the September 10, 2026, Regular City Council Meeting, with the following amendment: removal of Item No. 14, Utilities Update. Councilor Marrujo seconded the motion.

ROLL CALL VOTE:

Riley A. Armstrong	Yes
Ed Heldenbrand	Yes
Kurt Gass	Yes
Cristina Arnold	Yes
Robert Corn	Yes
Angela Moore	Yes
Carlos Marrujo, Jr.	Yes

DRAFT

Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes

MOTION PASSED: 10-0

2. Approval of consent agenda: Approve the consent agenda for the September 10, 2026, Regular City Council Meeting.

MOTION: Mayor Pro Tem Corn moved to approve the consent agenda for the September 10, 2026, Regular City Council Meeting. Councilor Moore seconded the motion.

ROLL CALL VOTE:

Riley A. Armstrong	Yes
Ed Heldenbrand	Yes
Kurt Gass	Yes
Cristina Arnold	Yes
Robert Corn	Yes
Angela Moore	Yes
Carlos Marrujo, Jr.	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes

MOTION PASSED: 10-0

CONSENT ITEMS (Items 3 through 10 will be considered and approved as part of the Consent Agenda.)

3. Approval of a budget adjustment in the amount of $55,757.83 and approval to purchase a new septic system from TLC for the amount of $105,757.83 utilizing state contract 30-00000 23-00084BA.

4. Approval of a budget adjustment in the amount of $2,000,000 and approval to purchase FEMA claims consulting services from DRS Disaster Recovery Services.

Resolution(s)

5. Resolution 26-52: Adoption of Resolution 26-52: Dispose of Certain Surplus Property.

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6. Resolution 26-53: Adoption of Resolution 26-53: Roswell Transit FY28 Financial Commitment.

7. Resolution 26-56: Adoption of Resolution 26-56: approving a budget adjustment for the fiscal year ending June 30, 2027.

8. Resolution 26-58: Weeds - The Resolution shall mandate the cleanup of approximately thirty (30) separate properties within the City.

Minutes

9. Approval of the minutes from the Regular City Council meeting on August 13, 2026

10. Approval of the minutes from the Special City Council meeting on August 17, 2026.

NON-ACTION ITEMS (Information Items)

11. Veterans Integration Center (Michelle Fraire or Craig Yazzie) – Not available to speak at this City Council Meeting.

12. Airport Updates (Omar Gonzalez) - An update on airport operations and ongoing projects was provided. He reported that staff have been heavily focused on preparations for the upcoming air races, noting increased activity at the airport and near-capacity occupancy of RV parking areas. Gonzalez advised that one air conditioning unit in Building 1166 had been replaced while a second unit will likely require replacement in the near future. He also noted that HVAC issues are emerging in other airport facilities, including the EAA building. Discussion continued regarding Building 1081, which has required significant maintenance expenditures, and airport staff are evaluating long-term options, including the potential sale of the property. Gonzalez reported that the airport is working with the Federal Aviation Administration (FAA) to explore funding opportunities for a replacement Aircraft Rescue and Firefighting (ARFF) vehicle, citing the age and high maintenance costs of the airport's existing trucks.

Gonzalez further reported that Top Flight Tavern generated $10,850 in revenue during August, while passenger counts for the month totaled 1,601 for United Airlines and 3,960 for American Airlines. He also provided an update on the Taxiway Lima rehabilitation project, explaining that core sampling had revealed significant cracking in approximately eight concrete slabs, with cracks extending through the full depth of the concrete. Airport staff and project consultants believe the issue may be related to delayed application of a concrete curing treatment during construction. Representatives from Constructors, Inc. are scheduled to review the defective sections and discuss replacement under warranty. Councilors sought clarification regarding repair costs and were

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advised that the contractor is expected to bear responsibility for the replacement work. No action was taken.

13. National Championship Air Races Update (Fred Telling) – Fred Telling, Chairman and CEO of the National Championship Air Races, provided an update on preparations for the upcoming event and expressed appreciation to the City of Roswell, the State of New Mexico, and local partners for their continued support. He highlighted the educational STEM program that will be offered to participating students and recognized Bobby Thompson as the recipient of the Chairman's Award, while also acknowledging the HollyFrontier Foundation as Persons of the Year for their significant contributions to the event, including support for the newly completed 5,000-foot emergency runway. Mr. Telling commended airport staff, Public Works personnel, Parks Department staff, and other city employees for their work in improving airport facilities and infrastructure in preparation for the races. He reported that race activities and pilot briefings were underway, with approximately 70 aircraft expected to participate across multiple racing classes. Additional event activities include the arrival of the U.S. Air Force Thunderbirds, a public reception on September 18, 2026, and aerial demonstrations throughout the event. He further noted that coordination efforts with American Airlines and United Airlines had been successful in addressing scheduling conflicts and improving operational planning for future races. No action was taken.

14. Utilities Update (Andrew Valadez) – Removed from the agenda at the approval of the agenda.

PUBLIC PARTICIPATION ON AGENDA ITEMS AND NON-AGENDA ITEMS

Vivian Moore addressed the Council regarding various community concerns, including crime, public safety, utility costs, financial management, and meeting accessibility. She expressed concern about the impacts of flooding on residents and encouraged greater engagement with constituents.

Kerry Moore, President of the Friends of the Spring River Zoo, spoke regarding Resolution 26-54. She supported relocating the zoo animals to appropriate facilities but urged the Council to delay decisions regarding redevelopment of the zoo property until additional planning and public input could occur. She encouraged consideration of the future of the Roswell Museum and Planetarium, preservation of the carousel, and exploration of opportunities for family- and education-oriented facilities.

Larry McCray, Vice President of the Roswell Adult Center Foundation, spoke regarding Resolution 26-54 and stated that additional information was needed before any action was taken. He requested that consideration of the item be postponed to allow for further review and public understanding.

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Richard Sweet expressed concerns regarding the installation of cameras within residential areas, privacy issues, and the direction of City priorities. He urged the Council to reconsider the use of neighborhood surveillance cameras.

Ed Kafka spoke in opposition to the proposed ordinance increasing certain fines and penalties, expressing concern about the financial impact on residents and the use of traffic enforcement cameras.

Carolyn Mitchell, President of the Roswell Adult Center Foundation, expressed concern that the proposed multi-generational area concept did not adequately address the needs of senior citizens and the future location of the Adult Center. She encouraged additional planning and public input before proceeding.

Ashley Keith commented on Item No. 19 regarding the recent fraud incident, stating that stronger internal controls and independent review measures should be considered to prevent similar occurrences in the future.

PUBLIC HEARING(S)

15. Ordinance 26-08: Hold a public hearing on the proposed Ordinance 26-08: Amending Fines and Penalties in the City of Roswell Code of Ordinances.

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

MOTION: Councilor Arnold moved **to** adopt Ordinance 26-08: Amending Fines and Penalties in the City of Roswell Code of Ordinances. Councilor Marrujo seconded the motion.

ROLL CALL VOTE:

Riley A. Armstrong	Yes
Ed Heldenbrand	No
Kurt Gass	No
Cristina Arnold	Yes
Robert Corn	Yes
Angela Moore	No
Carlos Marrujo, Jr.	No

DRAFT

Darrell Johnson	Yes
Juan Oropesa	No
Juliana Halvorson	Yes

The motion resulted in a **5-5 tie** vote. Mayor Jennings cast the tie-breaking vote in favor of the motion.

MOTION PASSED: 6-5

NEW BUSINESS / REGULAR ITEMS

16. Approval to enter into a lease agreement with the Roswell Invaders for the use and operation of Joe Bauman Stadium for a term of up to five (5) years.

BACKGROUND: The proposed lease agreement authorizes the Roswell Invaders, a member of the Pecos League of Professional Baseball Clubs, to utilize and operate Joe Bauman Stadium for professional baseball activities and related uses. The agreement includes an initial two-year term with the option to renew for up to three additional one-year terms upon mutual agreement of the parties. The lease also provides for continued use of the facility by the Roswell High School Baseball Team through a shared scheduling arrangement administered by the lessee. Under the agreement, the Roswell Invaders will be responsible for routine maintenance, groundskeeping, trash removal, utilities, and day-to-day operations of the facility.

MOTION: Councilor Arnold moved to amend the motion and approve a lease agreement with the Roswell Invaders for the use and operation of Joe Bauman Stadium for an initial two-year term, with three one-year extension options. Councilor Gass seconded the motion.

VOTE: A voice vote was unanimous

AMENDED MOTION PASSED: 10-0

Resolution(s)

17. Resolution 26-54: Adoption of Resolution 26-54: New Multi-Generational Area, Spring River Zoo, Roswell Adult Center, and Peppermint Park.

BACKGROUND: 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

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funds, and Flood Bond funds, as necessary, for the betterment of Roswell consistent with, but not bound by the attached map.

MAIN MOTION: Councilor Arnold moved to adopt Resolution 26-54: New Multi-Generational Area, Spring River Zoo, Roswell Adult Center, and Peppermint Park. Councilor Halvorson was the second.

SUBSIDARY MOTION: Councilor Armstrong moved to table Resolution 26-54, establishing a new Multi-Generational Area at Spring River Zoo, Roswell Adult Center, and Peppermint Park, for at least 30 days to allow for a public hearing and incorporation of public feedback. Councilor Gass seconded the motion to table.

DISCUSSION: Councilor Halvorson stated that the resolution was intended as a starting point for the City's long-term flood recovery efforts and emphasized that no final plan had been developed. She explained that the conceptual maps presented were for illustrative purposes only and that public hearings, engineering studies, and additional planning would be conducted before any final decisions were made.

Councilor Moore expressed concerns regarding the proposed changes to the zoo and the lack of public involvement prior to the item being brought before the Council. She emphasized the importance of obtaining community input and allowing residents to participate in discussions regarding future redevelopment plans. Councilor Moore stated her support for rebuilding efforts but favored additional public engagement before moving forward.

Prior to further discussion, the City Manager advised that debate is generally not permitted on a motion to table unless the Council first suspends the rules.

MOTION: Councilor Halvorson moved to suspend the rules. Councilor Arnold seconded the motion.

ROLL CALL VOTE:

Riley A. Armstrong	No
Ed Heldenbrand	No
Kurt Gass	No
Cristina Arnold	Yes
Robert Corn	No
Angela Moore	No
Carlos Marrujo, Jr.	Yes
Darrell Johnson	No
Juan Oropesa	Yes

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Juliana Halvorson	Yes

MOTION TO SUSPEND THE RULES FAILED: 6-4

The Council returned to the pending motion to table Resolution 26-54.

ROLL CALL VOTE:

Riley A. Armstrong	Yes
Ed Heldenbrand	Yes
Kurt Gass	Yes
Cristina Arnold	No
Robert Corn	Yes
Angela Moore	Yes
Carlos Marrujo, Jr.	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	No

MOTION TO TABLE PASSED: 8-2

Because the motion to table passed, consideration of Resolution 26-54 was postponed for at least 30 days to allow for a public hearing and the incorporation of public feedback.

18. Resolution 26-55: Adoption of Resolution 26-55: Dissolution of the Keep Roswell Beautiful Board.

BACKGROUND: 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.

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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.

MOTION: Councilor Arnold moved to adopt Resolution No. 26-55, dissolving the Keep Roswell Beautiful Board. Councilor Armstrong seconded the motion.

ROLL CALL VOTE:

Riley A. Armstrong	Yes
Ed Heldenbrand	Yes
Kurt Gass	Yes
Cristina Arnold	Yes
Robert Corn	Yes
Angela Moore	Yes
Carlos Marrujo, Jr.	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes

MOTION PASSED: 10-0

19. Resolution 26-57: Adoption of Resolution 26-57: Disclosing unauthorized disbursements and corrective action.

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

Resolution No. 26-57 formally discloses the loss and directs the Finance Department and Office of the City Treasurer to coordinate with the City's External Auditors and Internal Auditor to develop and approve a comprehensive Banking Verification and Suspected Fraud Response Protocol. The protocol will include an Immediate Incident Checklist and Institutional Escalation Contacts and Procedures. All affected employees will be formally trained on the adopted protocol.

DRAFT

FOR THE RECORD: Councilor Halvorson recused herself from the conversation and the vote regarding Resolution 26-57 due to her affiliation with Pioneer Bank.

MOTION: Councilor Gass moved to adopt Resolution 26-57: disclosing unauthorized disbursements and corrective actions. Councilor Heldenbrand seconded the motion.

VOTE: ROLL CALL VOTE:

Riley A. Armstrong	Yes
Ed Heldenbrand	Yes
Kurt Gass	Yes
Cristina Arnold	Yes
Robert Corn	Yes
Angela Moore	Yes
Carlos Marrujo, Jr.	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes

MOTION PASSED: 9-0, with Councilor Halvorson recusing herself

20. Resolution 26-59: Adoption of Resolution 26-59: In support of applications to the New Mexico Department of Homeland Security and Emergency Management for possible Community Development Block Grant (CDBG) Disaster Recovery funding application.

BACKGROUND: The City of Roswell has begun the initial steps of an application to the New Mexico Department of Homeland Security and Emergency Management for possible Community Development Block Grant Disaster Recovery projects. There is no match requirement. The intent is to seek funding for the following projects:

1. FEMA Project 950946 River Bank Slopes - $2.8 Million (City Share)
2. FEMA Project 951173 Walking Trail - $500,000 (City Share)
3. Brasher Road Phase 1 - $13 Million
4. Airport Perimeter Road - $10 Million

MOTION: Mayor Pro Tem Corn moved to adopt Resolution 26-59: In support of applications to the New Mexico Department of Homeland Security and Emergency Management for possible Community Development Block Grant (CDBG) Disaster Recovery funding application. Councilor Arnold seconded the motion.

ROLL CALL VOTE:

DRAFT

Riley A. Armstrong	Yes
Ed Heldenbrand	Yes
Kurt Gass	Yes
Cristina Arnold	Yes
Robert Corn	Yes
Angela Moore	Yes
Carlos Marrujo, Jr.	Yes
Darrell Johnson	Yes
Juan Oropesa	Yes
Juliana Halvorson	Yes

MOTION PASSED: 10-0

COUNCILOR COMMENTS (Information Only)

CITY MANAGER REPORTS/ANNOUNCEMENTS (Information Only) - City Manager Hess Yntema concluded his remarks by thanking City staff, elected officials, and employees for their work and support during his tenure. He highlighted the City's financial progress from 2011 to this fiscal year, noting that expenditures increased by approximately 53.6%, revenues increased by 85.24%, and cash reserves increased by 152.13%. He stated that the City generated approximately $48.7 million in surplus cash and emphasized significant efforts to address financial and operational issues.

Yntema reported several positive developments, including the receipt of $25 million in flood recovery funding, which must be expended within 24 months, and the refinancing of the smart meter project, resulting in approximately $700,000 in savings. He also noted that gross receipts tax revenues were approximately 8% above budget, or about $900,000, placing the City in a more stable financial position.

He encouraged the Council to continue focusing on employee compensation, particularly for lower-paid City employees, and expressed concern that some wages do not adequately reflect the responsibilities of the positions. He stated that completing the City's compensation study should remain a priority.

Yntema also urged the governing body to improve decorum and professionalism, emphasizing the importance of respectful interactions among councilors and staff. He encouraged adherence to established procedures, including the use of the Audit Committee to review sensitive audit matters before presentation to the full Council.

DRAFT

Reflecting on his tenure, Yntema acknowledged challenges associated with the city manager form of government and encouraged the Council to consider exploring a charter commission and potential governmental reforms. He stated that he had sought to serve lawfully, manage City finances responsibly, and steward public resources carefully, while recognizing there were areas where improvements could have been made.

He concluded by expressing his appreciation for those he worked with and wished the City and Council continued success, stating that Roswell's success remains his priority.

21. Employee Out-of-State Travel (Informational Only)

Adjournment

The meeting was adjourned at 8:44 p.m.

Approved on this 8th day of October 2026.

(City Seal)

_____
Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

Prepared by: Angela Garcia, Deputy City Clerk

DRAFT

Regular City Council Meeting 19.
Meeting Date: 10/08/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Approval of the reallocation of funds in the amount of $563,617.19 that was originally allocated for the purchase of a new side-load truck. (Gass/Chaparro)

BACKGROUND:
Initiated By: Abraham Chaparro

The Solid Waste Department was originally allocated $563,617.19 to purchase a new Battle truck from Bond Equipment. In talking with Bond to get a quote for the truck for this year, the department was informed that there was no delivery date for the vehicle and that it would not come this fiscal year at all. In talks with the Collection Supervisor, it was agreed that for the trucks that are remaining, we would instead do a rebuild for them to last longer.

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

FINANCIAL CONSIDERATION
The Solid Waste Department is asking for the following budget adjustment:

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

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 4-1 at its meeting on October 1, 2026.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Parts List
Isuzu Quote
Front Load Container Quote

HEIL PARTS

Part Location	Part	Description	Category	Unit Cost	Measurement Unit
Landfill Shop	001-6393	AIR CYLINDER 1 1/2" BORE X 2" STROKE HEIL OF TEXAS	Miscellaneous	$219.00	ea
Landfill Shop	001-6873	TAILGATE RAISE CYLINDER UNIT 321 HEIL	hydraulic system	$828.62	ea
Landfill Shop	001-6928	Cylinder-Packer / Ejector - HEIL	Miscellaneous	$6,948.44	ea
Landfill Shop	001-6974	Grabber Cylinder - HEIL	Miscellaneous	$949.33	ea
Landfill Shop	001-7089	IN / OUT CYLINDER WITH POSITION SENSOR HEIL UNIT 1502 UNIT 322 UNIT 321	Miscellaneous	$6,525.08	ea
Landfill Shop	001-7147	HEIL LIFT CYLINDER W/SENSOR UNIT 321	hydraulic system	$2,103.45	ea
Landfill Shop	001-7273	PACKER/EJECTOR TELESCOPIC CYLINDER 23YD HEIL	Miscellaneous	$8,325.70	ea
Landfill Shop	003-4388	TALIL GATE LOCK BEARING HEIL HEIL	Miscellaneous	$22.40	ea
Landfill Shop	003-4432	HEIL 2" SPHERICAL BEARING	hydraulic system	$38.96	ea
Landfill Shop	003-4449	HEIL 4" CAM FOLLOWER	Miscellaneous	$192.46	ea
Landfill Shop	003-4450	HEIL 2" CAM FOLLOWER	Miscellaneous	$53.10	ea
Landfill Shop	014-1537	RUBBER PAD REARLOADER HEIL	Miscellaneous	$38.00	ea
Landfill Shop	015-3045	HEIL SPACER	Miscellaneous	$36.69	ea
Landfill Shop	015-3463	SPACER, LIFT ARM PIVOT PIN UNIT 321 HEIL	Miscellaneous	$60.00	ea
Landfill Shop	019-1390	HEIL Spring-Outer 300 Gal - HEIL #1 in the illustration	Miscellaneous	$51.03	ea
Landfill Shop	019-1392	Grip Spring - HEIL #2 in the illustration	Miscellaneous	$52.28	ea
Landfill Shop	019-1404	HEIL SPRING, 7", GRABBER, HUGGER EXTENSION	Miscellaneous	$14.64	ea
Landfill Shop	021-4464-002	RUBBER BELTING FOLLOWER FLAP HEIL	Miscellaneous	$77.20	ea
Landfill Shop	021-4464-003	RUBBER BELTING FOLLOWER FLAP HEIL	Miscellaneous	$35.75	ea
Landfill Shop	022-3118	TAILGATE SEAL HEIL	Miscellaneous	$155.12	ea
Landfill Shop	026-2908-050	SNAP RING FOR 003-4388 T/G LOCK BEARING HEIL	Miscellaneous	$2.07	ea
Landfill Shop	031-3285-015	DUMP HANDLE ASSEMBLY UNIT 323 REAR LOADER HEIL	Miscellaneous	$45.54	ea
Landfill Shop	031-5724-012	AIR SOLENOID VALVE, 3 WAY 12V HEIL	air syystem	$175.00	ea
Landfill Shop	031-6395-044	HEIL SOLENOID	Miscellaneous	$243.63	ea
Landfill Shop	031-6579-002	HEIL - POPPET VALVE, BI-DIRECTIONAL, NORMALLY CLOSED (POSITIONS SV1 & SV3 on MANIFOLD, PUMP, CONTROL 031-6579) GS068100N UNIT 321	hydraulic system	$616.61	ea
Landfill Shop	031-6579-003	HEIL - POPPET VALVE, BI-DIRECTIONAL, NORMALLY OPEN (POSITIONS SV2 & SV4 on MANIFOLD, PUMP, CONTROL 031-6579) GS068600N UNIT 321	hydraulic system	$689.94	ea
Landfill Shop	031-6579-004	HEIL - COIL, (For Poppet Valves 031-6579-002 & 031-6579-003)	hydraulic system	$683.90	ea
Landfill Shop	031-6622	HEIL HYDRAULIC MANIFOLD #7 ON PARTS ILLUSTRATION	hydraulic system	$419.62	ea
Landfill Shop	032-1548	YOKE HEIL OF TEXAS	Miscellaneous	$265.00	ea
Landfill Shop	036-1597-010	1.75 TUBE STAUFF SP6445PPDPA - #3 ON ILLUSTRATION HEIL	hydraulic system	$15.67	ea
Landfill Shop	036-1904-200	CLAMP ASSEMBLY 1/2" TUBE DUAL #9 ON THE ILLUSTRATION HEIL	Miscellaneous	$21.20	set
Landfill Shop	036-1904-400	CLAMP ASSY 1/2" 4 TUBES STACKED - #10 ON ILLUSTRATION HEIL	hydraulic system	$54.64	ea
Landfill Shop	043-0933	CHAIN, CABLE CARRIER HEIL 11/24/2025	Miscellaneous	$325.00	ea
Landfill Shop	047-0797	7" CHAIN ON GRIPPER HEIL	Miscellaneous	$14.00	ft
Landfill Shop	047-2306	HEIL / BOLT - 1"-8 x 8"L #5 ON THE ILLUSTRATION UNITS 321 & 322 & NEW HEILS	Miscellaneous	$31.66	ea
Landfill Shop	047-2314-002	HEIL / BOLT FOR GRIP ARM 1/2" X 6.38 UNITS 321 & 322	Miscellaneous	$15.00	ea
Landfill Shop	048-5856	PIN, RR ARM PIVOT HEIL	Miscellaneous	$250.00	ea
Landfill Shop	048-6037	CYLINDER MOUNTING PIN LATCH MECHANISM HEIL OF TEXAS	Miscellaneous	$155.00	ea
Landfill Shop	048-6272	FOLLOWER HINGE PIN HEIL	Miscellaneous	$40.29	ea
Landfill Shop	053-1908	TAILGATE LATCH ASSEMBLY HEIL	Miscellaneous	$140.36	ea
Landfill Shop	053-2008	LH Hook - HEIL	Miscellaneous	$45.39	ea
Landfill Shop	053-2009	RH Spring Hook - HEIL	Miscellaneous	$45.39	ea
Landfill Shop	053-2411-SER	HOOK ASSEMBLY LOADER LATCH HEIL OF TEXAS	Miscellaneous	$225.00	ea
Landfill Shop	053-2421-SER	LATCH ARM ASSEMBLY UNIT 05940 HEIL 12/22/2025	Miscellaneous	$332.14	ea
Landfill Shop	055-1463	HEIL FENDER WASHER	Miscellaneous	$10.50	ea
Landfill Shop	055-1464	HEIL FELT WASHER	Miscellaneous	$3.91	ea
Landfill Shop	057-2232-200	2 1/2" SUCTION HOSE HEIL UNIT 322	hydraulic system	$20.00	ft
Landfill Shop	062-0805	HEIL 4" Roller Grabber Assy	Miscellaneous	$56.00	ea
Landfill Shop	063-0108	HEIL 18 MM SOURCING PROX SENSOR	Electrical	$80.04	ea
Landfill Shop	063-0109	30 mm Sourcing Switch - HEIL	Miscellaneous	$77.70	ea
Landfill Shop	063-0116-001	PRESSURE SWITCH WITH DEUTSCH CONNECTORS HEIL 10/27/2025	Electrical	$275.00	ea
Landfill Shop	063-0122	HEIL SWITCH, 18MM PROXIMITY SENSOR, DEUTSCH	Electrical	$80.04	ea
Landfill Shop	063-0123	HEIL SWITCH, PROX, 30MM DEUTSCH	Electrical	$175.00	ea
Landfill Shop	067-0630	THERMOMETER SIGHT GAUGE HEIL	hydraulic system	$150.00	ea
Landfill Shop	071-0838	Grip Belt Assy - HEIL	Miscellaneous	$80.00	ea

Landfill Shop	075-0953		HEIL RETURN FILTER	Filters	$135.00	ea
Landfill Shop	080-1646		STOP RUBBER HEIL OF TEXAS	Miscellaneous	$35.50	ea
Landfill Shop	080-1905-100		LARGE CUSHION KIT IN/OUT CYL HEIL OF TEXAS	hydraulic system	$280.24	set
Landfill Shop	080-2021		HEIL ARM REST PAD BATTLE MOTORS TRUCKS HEIL 09/14/2026	Miscellaneous	$120.00	ea
Landfill Shop	081211		SMALL CHAIN SHACKLE HEIL	Miscellaneous	$2.85	ea
Landfill Shop	093-3039-SER		GRABBER, LH 90-400 HEIL	Miscellaneous	$1,102.95	ea
Landfill Shop	093-3227-SER		HEIL GRABBER DRIVE GEAR ASS'Y	Miscellaneous	$765.36	ea
Landfill Shop	093-3228-SER		HEIL IDLE GEAR WELDMENT	Miscellaneous	$585.25	ea
Landfill Shop	093-3401-SER		GRABBER BEAM HEIL	Miscellaneous	$10,602.67	ea
Landfill Shop	094-2769		HEIL UPPER RUBBER FLAP FOR PACKER UNIT 321	hydraulic system	$239.20	ea
Landfill Shop	094-2965		RUBBER FLAP SIDE FOLLOWER PANEL HEIL	Miscellaneous	$123.90	ea
Landfill Shop	095-2965 INVALID PART NUMBER		HEIL RUBBER SIDE FLAP FOR PACKER UNIT 321	hydraulic system	$173.83	ea
Landfill Shop	104X/BM 211-0162		HEATED CONVEX MIRROR WITH OFFSET MOUNTING UNIT 306 HEIL	lighting	$315.56	ea
Landfill Shop	108-7631		SWITCH 2 POSITION RED HEIL	Electrical	$192.01	ea
Landfill Shop	108-7632-003		CONTACT BLOCK HEIL	Electrical	$12.44	ea
Landfill Shop	108-8503-003		MAC AIR VALVE HEIL	air syystem	$155.00	ea
Landfill Shop	108-8626-003		SWITCH BANK 1 HEIL UNIT 321 & UNIT 322	Electrical	$659.82	ea
Landfill Shop	108-8664		JOYSTICK HEIL UNIT 321 UNIT 322	Miscellaneous	$1,267.09	ea
Landfill Shop	108-8731		HEIL 5 BUTTON JOYSTICK 12/11/2025	Miscellaneous	$1,785.00	ea
Landfill Shop	108-8881		JOYSTICK 5 BUTTON UNIT 322 HEIL 12/22/2025	Miscellaneous	$1,311.57	ea
Landfill Shop	112X/HOT 001-6873		HEIL HRM TAILGATE CYLINDER	hydraulic system	$640.63	ea
Landfill Shop	112X/HOT 108-8626-003		HEIL SWITCH BANK UNIT 322	Electrical	$800.75	ea
Landfill Shop	115-1493-001		AMBER MARKER LIGHT HEIL	lighting	$28.00	ea
Landfill Shop	121-2595		LADDER ACCESS HP SIDE DOOR HEIL OF TEXAS 08/10/2026	Miscellaneous	$1,170.90	ea
Landfill Shop		15479	1in X 8in USS PIVOT BOLT, NUT & WASHER (HEIL)	Miscellaneous	$30.00	ea
Landfill Shop	177-3207		TUBE ROLLER HEIL UNITS	Miscellaneous	$20.42	ea
Landfill Shop	219-2417		TANDEM PUMP HEIL	hydraulic system	$8,500.00	ea
Landfill Shop	2436PHDW		WHITE MUDFLAP HEIL TRUCKS FLEETPRIDE	Miscellaneous	$28.00	ea
Landfill Shop	2436PSW		WHITE MUD FLAP HEIL TRUCKS	Miscellaneous	$22.00	ea
Landfill Shop	254-4897		HEIL CONTROLLER, IFM, 80 IO, 32 BIT	Electrical	$4,160.01	ea
Landfill Shop	263-1145-002		320 Inch PROXIMITY SWITCH CABLE HEIL	Electrical	$115.69	ea
Landfill Shop	263-1145-003		70 Inch PROXIMITY SENSOR CABLE UNIT 321 UNIT 322 HEIL	Miscellaneous	$95.00	ea
Landfill Shop	263-1436-005		HARNESS, LOADER, MIDDLE HEIL 11/24/2025	Miscellaneous	$1,284.00	ea
Landfill Shop	263-1763		HEIL LIFT CYLINDER JUMPER HARNESS	Miscellaneous	$95.69	ea
Landfill Shop	263-1806-002		LIFT ARM HARNESS DPF RAPID RAIL UNIIT 322 HEIL OF TEXAS	Miscellaneous	$790.91	ea
Landfill Shop	263-1806-003		HEIL HARNESS	hydraulic system	$1,250.00	ea
Landfill Shop	263-1806-004		HEIL LIFT HARNESS	hydraulic system	$896.94	ea
Landfill Shop	311-4578-004		GUSSET UNIT 323 HEIL REARLOADER	Miscellaneous	$59.17	ea
Landfill Shop	354-1233		PACKER TUBE ASSEMBLY #31 IN ILLUSTRATION UNIT 1500 HEIL	hydraulic system	$317.84	ea
Landfill Shop	354-2059		T/A, R/D VALVE PACKER RETRACT "CA" #33 SHOWN IN ILLUSTRATION UNIT 1500 HEIL OF TEXAS	hydraulic system	$645.00	ea
Landfill Shop	354-2441-001		TUBE ASSEMBLY 1/2" JIC HEIL	Miscellaneous	$40.38	ea
Landfill Shop	354-3241-003		TUBE 1/2" RELEASE ARM BACK #35 on ILLUSTRATION UNIT 1503 HEIL OF TEXAS	hydraulic system	$81.45	ea
Landfill Shop	354-3826		TUBE 1/2" GRIP ARM TOP RR HEIL	Miscellaneous	$365.25	ea
Landfill Shop	354-3828		TUBE, 1/2" DUMP ARM, TOP RR HEIL	hydraulic system	$113.74	ea
Landfill Shop	354-3829		TUBE, 1/2" UNDUMP ARM, TOP RR HEIL	hydraulic system	$167.18	ea
Landfill Shop	354-3830		TUBE, 1/2" ARM RAISE ARM TOP HEIL	hydraulic system	$130.39	ea
Landfill Shop	354-3831		TUBE, 1/2" ARM LOWER ARM TOP HEIL	hydraulic system	$114.80	ea
Landfill Shop	372-3873		OIL HEATER KIT HEIL HEIL OF TEXAS	Electrical	$1,443.66	ea
Landfill Shop	372-6143		HEIL V2 RAPID RAI/PYTHON UNIVERSAL GEAR KIT KIT INCLUDES DRIVE AND IDLE GEARS (SEE IMAGE)	Miscellaneous	$1,380.00	ea
Landfill Shop	372-8060-SER		LOADER ARM ASSEMBLY HEIL	Miscellaneous	$7,326.51	ea
Landfill Shop		78143	LED WARNING LIGHT HEIL UNIT 321 & UNIT 322 FLLEETPRIDE	lighting	$101.99	ea
Landfill Shop		980856	1/2"-13 x 7" L9 (USS) Hex Head Cap Screw HEIL	Miscellaneous	$9.00	ea
Landfill Shop	air relay valve		Heil front air relay valve	air syystem	$48.24	ea
Landfill Shop	AS568-916		O RING fits HEIL PUMP FITTING	hydraulic system	$0.75	ea
Landfill Shop	AWT010TT		10' CAMERA EXTENSION CABLE HEIL	Electrical	$32.74	ea
Landfill Shop	AWT025TT		25' CAMERA EXTENSION CABLE HEIL	Electrical	$40.50	ea
Landfill Shop	AWT042TT		42' CAMERA EXTENSION CABLE HEIL	Electrical	$65.48	ea
Landfill Shop	AWT065TT		65' CAMERA EXTENSION CABLE HEIL	Electrical	$81.34	ea
Landfill Shop	AWT2020T		3RD EYE CAMERA FOR HEIL TRUCKS	Electrical	$276.41	ea

Landfill Shop	FS231100	HEIL / NC CENTER LOCKNUT	Miscellaneous	$5.00	ea
Landfill Shop	FS301000	JAM NUT HEIL OF TEXAS	Miscellaneous	$12.65	ea
Landfill Shop	GRIP ARM SHAFT	HEIL GRIP ARM SHAFT	Miscellaneous	$230.00	ea
Landfill Shop	HEIL JOYSTICK	HEIL JOYSTICK	Miscellaneous	$1,200.00	ea
Landfill Shop	QC3-FFFF-026 HEIL	HOSE ASSEMBLY 1/2" X 26" HEIL	hydraulic system	$31.58	ea
Landfill Shop	QC3-FFFF-028	HOSE 1/2" X 28" LONG HEIL	hydraulic system	$31.58	ea
Landfill Shop	QC-FFFF-028	HEIL HOSE 1/2" X 28" LONG	hydraulic system	$31.58	ea
				$86,765.88	

CURBTENDER PARTS

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

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

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

ROBERTS TRUCK CENTER

Prepared By
John Lightner
07/07/2026
Mobile: (206)565-6553
Email: john.lightner@robertstruck.com

2024 ISUZU NPR XD

Comment:

Vehicle Details

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

Sleeper

Cab Configuration	Standard Cab

Engine

Engine	ISUZU
HP	215
Engine Hours	1

Transmission

Transmission	6 Spd

Axle Information

FA Weight	6830
RA Weight	11020
Ratio	4.77

Suspension

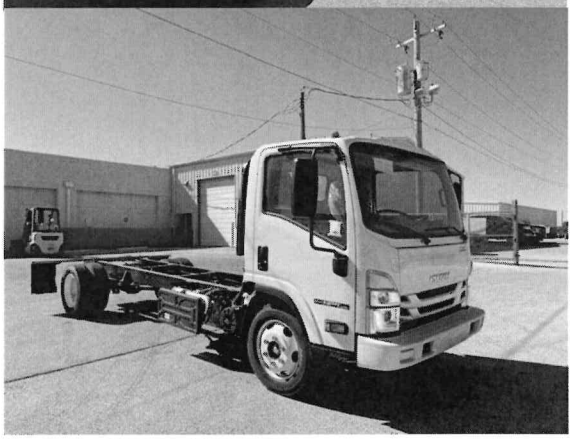
Rear Suspension	Spring

Fuel Tank

Left Fuel Tank	30
Fuel Type	Diesel

Stock# 171714









$49,950.00

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

Quote

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

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

Salesperson: HOUS
Customer Number: ROSWELL

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

Confirm To:
PHILLIP 575-910-5039/624-6746

Ship To:
CITY OF ROSWELL NM
3006 W. BRASHER ROAD
ROSWELL, NM 88203

Customer P.O.	Ship VIA	F.O.B.	Terms
	ROT		NET 30

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
FSW6S	ONE	40.000	0.000	0.000	1,047.000	41,880.00
6YD FL SWEDGE SLANT			**Whse:** 000			
SN: TBD						
Bill Option 1 Option 96 FARM TAN						
6YD SLANT FL						
COLOR: FARM TAN						
FSW8S	ONE	9.000	0.000	0.000	1,251.000	11,259.00
8YD FL SWEDGE SLANT			**Whse:** 000			
SN: TBD						
Bill Option 1 Option 96 FARM TAN						
8YD SLANT FL						
COLOR: FARM TAN						

BUYBOARD CONTRACT PRICING
BUYBOARD CONTRACT # 786-25

FREIGHT - $2840 A LOAD @ 4 LOADS

**** QUOTE VALID FOR 14 DAYS ****

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

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting **20.**
Meeting Date: 10/08/2026
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Kurt Gass

ACTION REQUESTED:
Resolution 26-63: Adoption of Resolution 26-63 — Budget adjustment for the fiscal year ending June 30, 2027. (Gass/Gomez)

BACKGROUND:
Initiated by: Toni Gomez

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

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

Revenue: $18,243,869.24

Expenses: $18,753,860.08

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

BOARD AND COMMITTEE ACTION:
The Finance Committee recommended approval 5-0 at its meeting on October 1, 2026.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Exhibit A
Resolution 26-63

City of Roswell
Budget Adjustment
October 2026

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

RESOLUTION 26-63

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2027, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2026-2027, ending June 30, 2027; and

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

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

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2026-2027.

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

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

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Regular City Council Meeting
Meeting Date: 10/08/2026
COMMITTEE: Legal
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Cristina Arnold

ACTION REQUESTED:
Ordinance 26-11: authorize to advertise to hold a public hearing on proposed Ordinance 26-11: An Ordinance amending Chapter 21 of the Roswell City Code related to Solid Waste Rate Indexing. (Arnold/Chaparro)

BACKGROUND:
Initiated by: Abraham Chaparro

Presently, Roswell Code of Ordinances (RCO) 21-20(f) provides that City Council shall review and adjust solid waste rates at the beginning of each fiscal year. Proposed Ordinance 26-XX would strike subsection (f) of RCO 21-20 and add a new section (21-21) that would automatically index solid waste rates to inflation by establishing an annual indexing process for solid waste rates when the City Council does not otherwise implement a rate increase or decrease following its annual review. The proposed indexing would be based on the Consumer Price Index for Garbage and Trash Collection, as published by the U.S. Bureau of Labor Statistics, beginning January 1, 2027.

FINANCIAL CONSIDERATION:
Solid waste rates may be adjusted annually based on the applicable Consumer Price Index. Rates indexed to inflation would help ensure that the associated enterprise fund remains solvent as costs to provide the service increase with inflation.

LEGAL REVIEW:
The City Attorney has reviewed the proposed ordinance.

BOARD AND COMMITTEE ACTION:
The Legal Committee voted (5-0) to refer to City Council at their meeting on September 24, 2026.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Solid Waste Rate Index Ordinance

ORDINANCE 26-XX

AN ORDINANCE AMENDING CHAPTER 21 OF THE ROSWELL CITY CODE RELATED TO SOLID WASTE RATE INDEXING

WHEREAS, the City of Roswell provides for the collection and disposal of solid waste pursuant to Chapter 21 of the Roswell City Code and NMSA 1978, Sections 3-48-1 through 3-48-7; and

WHEREAS, solid waste rates should remain fair, equitable, and sufficient to support the cost of collection, disposal, debt service, capital needs, and reasonable reserves; and

WHEREAS, annual rate indexing provides a consistent and transparent method for adjusting solid waste rates when the City Council does not otherwise implement a rate increase or decrease following its annual review.

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

SECTION 1. Section 21-20(f) of the Roswell City Code in its entirety, along with the following language, is repealed:

"*The solid waste director shall, each January, review all costs and rates and shall report to the finance committee, at their April meeting, proposed rate adjustments to ensure that each class of customer is carrying its share of costs, debt service, and reserves.*"

SECTION 2. Chapter 21 of the Roswell City Code is amended by adding a new Section 21-21 to read as follows:

21-21. Rate Indexing.

If, in its annual review, the City Council fails to implement a rate increase or decrease, the solid waste rates found in Section 21-20 and Appendix A shall be increased or decreased in proportion to the most recently available annual increase or decrease in the United States Consumer Price Index for All Urban Consumers (CPI-U) Garbage and Trash Collection, U.S. City Average, All Items, as published by the United States Bureau of Labor Statistics. The indexed adjustment shall become effective January 1 of each year beginning January 1, 2027.

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

SECTION 4. If any section, paragraph, clause, or provision of this Ordinance is held invalid or unenforceable, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

SECTION 5. This Ordinance shall become effective five (5) days after publication by title and general summary, as provided by law.

PASSED, APPROVED, SIGNED, AND ADOPTED this ____ day of _____, 2026.

DRAFT

CITY OF ROSWELL, NEW MEXICO

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

DRAFT

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 22.
Meeting Date: 10/08/2026
COMMITTEE: N/A
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Authorizing the City Manager to enter into a Collective Bargaining Agreement with the Utility Workers Union of America, Local 51. (Corn/Nairn-Mahan)

BACKGROUND:
Initiated by: City Administration

The Utility Workers Union of America, AFL-CIO, Local 51 (UWU) is the exclusive collective bargaining representative for regular full-time, non-probationary employees in the classifications certified by the City of Roswell Labor Management Relations Board on September 4, 2004, pursuant to the City of Roswell Labor Management Relations Ordinance, effective August 1, 2004. While the current Collective Bargaining Agreement (CBA) remains in effect through June 30, 2029, negotiations for the mid-contract reopener commenced on May 1, 2026. Consistent with the terms of the agreement, bargaining was limited to Article 28, Classification and Compensation. The parties held an additional bargaining session on May 26, 2026, and thereafter exchanged proposals via email.

On September 18, 2026, the parties reached a tentative agreement that was accepted by both negotiating teams. The proposed agreement provides bargaining unit employees a 0.8% wage increase effective the first full pay period following ratification and a step increase in December 2026. The agreement also addresses the appropriate pay grade placement of three bargaining unit positions that were recently added to the unit through a joint accretion petition. The proposed amendment reflects the negotiated terms agreed upon by both the City and UWU.

FINANCIAL CONSIDERATION
Bargaining unit employees will be subject to the City's classification system for this fiscal year and be eligible for a retention incentive.

LEGAL REVIEW:
The City Attorney has reviewed the proposed Collective Bargaining Agreement.

BOARD AND COMMITTEE ACTION:
This item was placed on the Agenda at the request of the City Manager.

STAFF RECOMMENDATION:
Proceed as presented.

ROSWELL NEW MEXICO
AGENDA ITEM ABSTRACT

Regular City Council Meeting 23.
Meeting Date: 10/08/2026
COMMITTEE: N/A
CONTACT: C. Josh Nairn-Mahan **CHAIR:** Mayor Pro Tem

ACTION REQUESTED:
Authorizing the City Manager to enter into a Collective Bargaining Agreement with the Roswell Police Officers' Association. (Corn/Nairn-Mahan)

BACKGROUND:
Initiated by: City Administration

The Roswell Police Officers Association (RPOA) is the exclusive collective bargaining representative for regular, full-time, non-probationary employees in the classifications of Police Office Assistant, Police Officer I, Police Officer II, Detective, and Police Sergeant. The current Collective Bargaining Agreement (CBA) expired on June 30, 2026, negotiations for a successor agreement commenced on April 16, 2026. Although the negotiations were conducted as a full contract reopener, the RPOA elected to reopen only the provisions related to Hours of Work and Overtime, Compensation Pay, Uniforms, and Retirement, while the City reopened the Term of the Agreement. The parties participated in bargaining sessions on June 5 and June 17, 2026, and subsequently exchanged proposals via email.

On July 24, 2026, the parties reached a tentative agreement that was accepted by both negotiating teams. The proposed CBA reflects the negotiated terms agreed upon by both the City and the RPOA.

FINANCIAL CONSIDERATION
Bargaining unit employees will be subject to the City's classification system for this fiscal year.

LEGAL REVIEW:
The City Attorney has reviewed the proposed Collective Bargaining Agreement.

BOARD AND COMMITTEE ACTION:
This item was placed on the Agenda at the request of the City Manager.

STAFF RECOMMENDATION:
Proceed as presented.

Regular City Council Meeting 24.
Meeting Date: 10/08/2026
COMMITTEE: N/A **CONTACT:** Amalia Martinez
CHAIR: Mayor Pro Tem

Summary:
Employee Out-of-State Travel (Informational Only)

Attachments

Central Control Travel Memo
Museum Travel Memo
RPD Travel Memo
Visitor Center Travel Memo

To: CITY COUNCIL MEMBERS
From: Michael Vickers
Date: September 30, 2026
Subject: Out-of-State Travel for Training

Employee Name: Sasha Rassega

Dates: October 16th – 21st

Location: Houston, TX

Purpose: Annual conference with keynotes, thought leadership, breakout sessions, and networking events to learn about the latest innovations in water, as well as troubleshooting and ongoing operations for our water meter technology. Over 1,000 attendees, 75+ breakout sessions, 12+ collaborative customer forums and working groups, and 30 solution booths.

Roswell Museum

MEMORANDUM

To: City Council Members
Cc: Hess Yntema, City Manager
From: Caroline Brooks, Museum Director
Re: Out-of-State Travel for Museum
Date: September 18, 2026

Employee Name:	Caroline Brooks
Dates:	Conference dates: October 15-17, 2026, with travel on October 14 and 17
Location:	Colorado Springs, CO

Purpose: Travel is for attendance at the Mountain Plains Museum Association Conference for professional development, networking, and access to ideas and resources that will directly benefit the museum's recovery and rebuilding. Expenses (per diem, hotel, registration, and travel) will be covered through the RMAC Foundation.

MEMORANDUM
To: City Council Members
From: Deputy Chief Ryan Craine
Date: September 29, 2026
Subject: Notification of Out-of-State Training for Department Personnel

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Dear Council Members,
The following personnel are scheduled for out-of-state training.

1. **Michael Fry, Shelby Cunningham, Jane Weaver**
   - **Rank/Position:** Lieutenant, Civilian Drone Operators
   - **Training Program:** Axon Fusus Regional Training
   - **Location:** Scottsdale, AZ
   - **Dates:** October 5th, 2026 – October 8th, 2026
   - **Purpose/Objective:** To learn more about Axon Fusus for the RTCC.
2. **Connor Watkins, Bryan Barela**
   - **Rank/Position:** Officers
   - **Training Program:** Pepperball Instructor
   - **Location:** San Marcos, TX
   - **Dates:** October 6th, 2026 – October 9th, 2026
   - **Purpose/Objective:** This training will allow members to instruct and train other personnel to use a Pepperball device.
3. **Ashley Hunter, Eduardo Padilla, Cristal Gonzales, Anna Romero, Randy Rodriquez**
   - **Rank/Position:** School Resource Officers
   - **Training Program:** Texas Tech Security Training
   - **Location:** Lubbock Texas
   - **Dates:** November 6th, 2026 – November 7th, 2026
   - **Purpose/Objective:** The goal is to expose SROs to the planning, coordination, and operational demands of a large-scale college football event so they can bring that knowledge back to the Roswell Police Department and improve the way RPD prepares for major events.
4. **Trong Nguyen, Narciso Santillan, Connor Watkins, Steven Willis, Bryan Barela, Danny Flott, Logan Franklin**
   - **Rank/Position:** Officers, Sergeant, Lieutenant
   - **Training Program:** Swat Competition
   - **Location:** Pasadena, TX
   - **Dates:** October 14th, 2026 – October 19th, 2026
   - **Purpose/Objective:** This competition-style training event will provide SWAT team members with an opportunity to test and improve their physical fitness, mental preparedness, teamwork, and marksmanship skills in a challenging and competitive environment. This training provides repetitions in managing stress and executing tactical skills, which can translate to improved performance during real-world incidents.

5. **Trong Nguyen, Michael Fry**
   - **Rank/Position:** Lieutenants
   - **Training Program:** Shot Show
   - **Location:** Las Vegas, NV
   - **Dates:** January 17th, 2027 – January 21st, 2027
   - **Purpose/Objective:** Conference on latest law enforcement tools.
6. **Matthew Shappard, Victor Bolanos**
   - **Rank/Position:** Detectives
   - **Training Program:** National Homicide and Death Investigations
   - **Location:** Las Vegas, NV
   - **Dates:** November 29th, 2026 – December 4th, 2026
   - **Purpose/Objective:** Will help them learn more about death investigations as they are new detectives.

This memo is intended for informational purposes. Should you require any additional information, please do not hesitate to contact me.

Sincerely,

Deputy Chief Ryan Craine

ROSWELL
New Mexico

Visitor Center

MEMORANDUM

City of Roswell

To: Mayor, City Council and City Manager
From: Amanda Dickerson, Guest Service Supervisor
Department: Visitor Center
Date: 9/23/2026
Subject: FY27 Travel Notification and Travel Reimbursement Approval Request

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Below are the scheduled travel destinations for this year's Travel Adventure Shows, which the Roswell Visitor Center will be attending as part of the Co-Op Grant coordinated by the City of Santa Fe Tourism Department.

This grant provides an opportunity for representation from New Mexico True, along with the cities of Santa Fe, Albuquerque, Las Cruces, Red River, Taos, Farmington, Roswell, Carlsbad and other surrounding areas.

The Travel Adventure Shows represent one of our largest marketing opportunities of the year. Each show provides us with the opportunity to connect with more than 10,000 attendees who are actively seeking new travel destinations and experiences. These events provide an excellent platform to promote Roswell on a large scale, including the UFO Festival, Air Races, local events, attractions, downtown shopping, local businesses, and community organizations.

Participation in these shows is an important component of our tourism marketing efforts and provides an opportunity to increase awareness of Roswell as a travel destination, which supports tourism activity and, ultimately, Gross Receipts Tax (GRT) revenue for the City of Roswell.

Travel Adventure Show Schedule

- Washington, D.C. – January 14–18
- Phoenix, Arizona – January 28–February 1
- Dallas, Texas – March 4–8
- Denver, Colorado – March 11–15
- Long Beach, California – April 1–5

Request for Travel Reimbursement Approval

In addition to submitting the travel notification for these events, we are requesting approval to receive travel reimbursements in excess of $1,500 per employee for FY27.

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The DFA-approved meal rate is $70 per day. Based on the anticipated length of each Travel Adventure Show, meals are estimated at approximately $350 per show, in addition to other eligible travel expenses associated with attendance.

In addition to the Travel Adventure Shows listed above, Visitor Center staff will also attend several in-state conferences and tourism-related events throughout FY27, including:

- Governor's Conference
- Trends
- Top Hat
- Tourism Day

These additional conferences and events will create travel expenses that will also contribute to the total amount of travel reimbursement requested per employee for the fiscal year.

We are therefore requesting approval for the anticipated FY27 travel reimbursements in excess of the $1,500 per-employee limit, to allow Visitor Center staff to participate in these important tourism marketing opportunities and represent the City of Roswell at regional and national travel events.

Employees Traveling

- Amanda Dickerson – Visitor Center Supervisor
- Dorothy Ramirez – Visitor Center Lead

Thank you,

Amanda Dickerson
Visitor Center Supervisor

Department Head Approval: Clint Caldwell Date: 9-28-26

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