



LEGAL COMMITTEE MEETING AGENDA
Thursday, MARCH 27, 2025 AT 2:00 P.M.
City Hall Large Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Ed Heldenbrand, Ward 3
Vice Chair: Chris Cortez, Ward 3
Members: Juan Oropesa, Ward 1
Robert Corn, Ward 4
Carlos Marrujo Jr., Ward 5
Staff Liaison: Hessel E. Yntema IV.

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of Minutes February 27, 2025. (pg. 5)

NON-ACTION ITEMS

2. Community Development (pg. 9)
3. Safety Department Report- February 2025 (pg. 17)
4. HR Monthly Report (pg. 21)
5. City Clerk Department Report (pg. 37)
6. Legal Department Communications Report February/ March 2025 (pg. 40)
7. Discussion of current Nuisance Ordinance, Chapter 16 Roswell, NM Code of Ordinances. (pg. 43)
8. Resolution 25-13 - Adoption of Resolution 25-13: Creating a Community Response Team within the City of Roswell Fire Department. (Halvorson/Arnold) (pg. 67)

REGULAR ITEMS

9. Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of four (4) dilapidated structures. (Toby Franco) (pg. 80)
10. Ordinance 25-XX: Consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX amending the Solid Waste Code. (Abraham Chaparro) (pg. 88)
11. Consider recommending approval to authorize National Champion Air Races for a one (1) year lease agreement beginning April 1, 2025, and ending March 31, 2026, for building 117 at the Roswell Air Center. (Michelle Sanchez)(pg. 97)
12. Consider recommending approval to authorize BS International for a one (1) year lease agreement beginning April 1, 2025, and ending March 31, 2026, for building 117 at the Roswell Air Center. (pg. 118)
13. Consider recommending approval to authorize AerSale for a ten (10) year lease agreement beginning April 1, 2025 and ending March 31, 2026 for Hangar 85 and building 240 at the Roswell Air Center. (Michelle Sanchez) (pg. 139)
14. Consider recommending approval to authorize NM Youth Challenge to enter a 30-year lease agreement due to the significant valued activities to our community and airport therefore this is an in-kind lease which meets the criteria

of the FAA. (Michelle Sanchez) (pg. 167)

CHAIRCOMMENTS,REPORTS,ANNOUNCEMENTS

PUBLICPARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 24-23.

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

Printed and posted: 03/24/2025

TO ATTEND THE LEGAL COMMITTEE MEETING BY GO-TO-MEETING

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

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

You can also dial in using your phone.

United States: +1 (872 240-3412 Access Code: 994-272-373

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CHAIR: Ed Heldenbrand

CONTACT: Hessel Yntema

Summary:

APPROVAL OF MINUTES

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CHAIR: Ed Heldenbrand

CONTACT: Hessel Yntema

Summary:

Approval of Minutes February 27, 2025.

Attachments

Draft-Minutes 02/27/25

**Regular Meeting of the Legal Committee
Held in the Roswell City Hall
Thursday February 27, 2025**

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

ROLL CALL

The meeting convened at 2:00 PM with Chair Heldenbrand presiding, Vice Chair Cortez and Councilor Corn present, and with Councilor Oropesa and Councilor Marrujo being absent.

Staff present: Vicky Eaton, Christopher J. Nairn-Mahan, Clint Caldwell, Shelly Bell, Jessica Vickers, Toby Franco, Mike Mathews, Chad Cole, Enid Costley and Meredith Hildreth.

Guests present: Rita Kane-Doehoefer.

Public present via GoToMeeting: Melissa Garcia, Merissa Guilez, 7 guest.

APPROVAL OF AGENDA

Councilor Corn moved to approve the Legal Committee meeting agenda as presented. Councilor Cortez was the second. A voice vote was 3-0, and the motion passed, with Councilors Marrujo and Oropesa being absent.

APPROVAL OF MINUTES

Councilor Corn moved to approve the Legal Committee meeting minutes as presented from January 30, 2025. Councilor Cortez was the second. A voice vote was 3-0 and the motion passed, with Councilors Marrujo and Oropesa being absent.

NON-ACTION ITEMS

2. Community Development Department Report- Numbers for January 2025 Business License issued were a total of 152, with 169 going to renewed license, 22 new license, 4 temporary permits. 53 total permits issued in the month of January.
3. HR Monthly Report- Reported 18 new employees, 11 promotions, and 22 exits. Turnover rate for the month of January was 2.88% and for the year and a vacancy rate of 27.82%. Payroll count for January 24, 2025 to February 6, 2025 was 625 total employees paid.
4. City Clerk Department Monthly Report- Update on monthly activities by the department. NextRequest for January 16, 2025 to February 19, 2025 reported 77 open request, 47 city clerk, 9 PVRCC (Chaves County Sherriff's Office), 215 Roswell Police Department. Total invoices 105.

5. Safety Department Monthly Report-Number for January 2025 was presented by Shelly Bell showing a total of 24 incidents and 11 of them were due to 3rd party.
6. Legal Department Communications- One Administratively Executed Settlement for Diego Estrada.
7. Discussion of the past development plans for Cielo Grande. Presented by Meredith Hildreth. Discussion was in regards to the zoning area by 8th street and Sycamore. A lay out of the Old Municipal Airport (OMA) was presented to distinguish City-owned land. The City-owned land adjacent from the Cielo Grande Park will be included in the Master Plan to be zoned for mixed-density residential development to accommodate small lots, duplex and multi-family lots, townhomes, patio homes, and apartment complexes.

REGULAR ITEMS

8. **Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of one (1) dilapidated structure.** This item was presented by Toby Franco.

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

Councilor Cortez moved Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of one (1) dilapidated structure to City Council for consent agenda. Councilor Corn was the second. A voice vote was taken 3-0 and the motion was passed, with Councilors Marrujo and Oropesa being absent.

9. **Consider recommending approval of Award of Professional Services-Outdoor Early Childhood Play and Learn Area.** This item was presented by Enid Costley.

The City of Roswell issued a RFQ on January 30, 2025, from the on-call vendors for design services. The award of professional services for a complete set of engineer-designed plans for developing and constructing an outdoor early childhood play and learn area (3,182 square feet). The outdoor early childhood play and learn area will be located in the northeast area of the library with an entrance through the children's area. The area will be fenced in and include an area for the outdoor play and a gardening area. An outdoor program area would be ideal. The outdoor early childhood play and learn area will include an intergraded mixture of elements with a defining signature theme that identifies the facility as unique and one-of-a-kind. The city desires the outdoor early childhood play and learn area to be music-themed, consisting of singing,

talking, reading, writing, and playing features. We would like thjs project completed by December 31, 2025.

Councilor Cortez moved to consider recommending approval of Award of Professional Services- Outdoor Early Childhood Play and Learn Area to the Finance Committee. Councilor Corn was the second. A voice vote was taken 3-0 and the motion was passed, with Councilors Marrujo and Oropesa being absent.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

Chair Heldenbrand commented a vacant home the property becomes a nuisance. An Ordinance for nuisance property to make amendments or to recommend. There is no jail time and possibly need to move the case to Magistrate Court. Cost would be reduced if the Ordinance Property Violation is moved to Magistrate Court. A yearly schedule will need to be created to determine if the person has been cited before.

PUBLIC PARTICIPATION

Rita Kane-Doehofer spoke regarding Keep Chaves County Beautiful

ADJOURN

The meeting adjourned at 3:34 p.m.

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 2.

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly February 2025

J & S February 19 (1 of 4)

J & S February 19 (2 of 4)

J & S February 19 (3 of 4)

J & S February 19 (4 of 4)

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: February 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	423	572	4,244	4,714
Voluntary Compliance	172	254	2,049	2,461
No. of Cases Filed in Municipal Court	6	10	79	47
No. Cases Dismissed by Officer	1	2	17	13
Resolution	7	11	78	95
Weeds	155	170	2,142	2,376
Inoperable Vehicles	42	84	402	315
Litter	93	90	467	430
Unsanitary Premises	60	84	449	477
Signs	8	6	142	110
Zoning	2	0	3	0
Obstructions	9	7	77	86
Public Nuisances	54	131	554	920
Garage Sales No permit	0	0	8	0

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	155	90	1,241	1,094
Renewed Licenses	110	70	948	841
New Licenses	30	12	201	159
Temporary Permits Issued	15	8	92	94
Receipts	\$7,584.00	\$3,944.00	\$53,885.00	\$46,714.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2024 & Fees Collected	Permits Applied YTD*	Permits Applied 2024 YTD*
Residential-New	5	4	37	28
Residential - Other	48	26	306	267
Commercial-New	0	0	7	5
Commercial - Other	17	8	88	84
Total Permits Issued	70	38	438	384
Total Fees Collected	\$35,087.15	\$10,280.85	\$208,189.87	\$74,423.66

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	39	41	383	312
Plumbing & Mechanical Permits—Commercial	15	16	106	102
Total Permits Issued	54	57	489	414
Total Fees Collected	\$2,601.00	\$1,346.50	\$23,627.50	\$10,851.50

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	23	27	222	265
Electric Permits—Commercial	8	12	84	80
Total Permits Issued	31	39	306	345
Total Fees Collected	\$2,800.00	\$2,347.00	\$30,676.01	\$15,525.28

*Figures calculated to reflect FYTD

**STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT**

MUNICIPAL COURT
ROSWELL NM
FEBRUARY 19, 2025
2:05 PM
DC
CLERK

V.

Steven E Modrall, Defendant

No. **2024000124-CE**

Amended
JUDGMENT AND SENTENCE

This case came before the court on **19th** day of **February, 2025**.

Count# 1: 16-6 (A) (B) (C) (D) (E) - Unsanitary premises

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 2: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 3: 16-30 - Owner to maintain premises free of litter

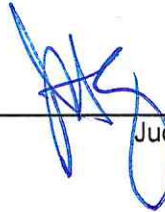
Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Amended-No further actions taken by this court; vehicles being removed not later than 2/23/2025

Date: **February 19, 2025**



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

**STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT**

MUNICIPAL COURT
ROSWELL NM
FEBRUARY 19, 2025
2:03 PM
DC
CLERK

V.

Steven E Modrall, Defendant

No. **2024000123-CE**

Amended
JUDGMENT AND SENTENCE

This case came before the court on **19th** day of **February, 2025**.

Count# 1: 16-6 (A) (B) (C) (D) (E) - Unsanitary premises

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 2: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 3: 16-30 - Owner to maintain premises free of litter

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 4: 16-4 (A-D) - Overgrown Property

Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

Count# 5: Article 24: Section2 - Illegally Parked RV

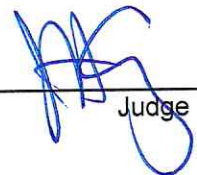
Defendant Plead: No Contest

The defendant was adjudged Guilty

The Defendant was Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Amended-No further actions taken by this court; vehicles being removed not later than 2/23/2025

Date: **February 19, 2025**



Judge

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STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
JANUARY 23, 2025
11:42 AM
JM
CLERK

CITY OF ROSWELL

VS.
JESSICA NAOMI DE LA CRUZ

Case No. **2024000108-CE**

Defendant

**ORDER OF DISMISSAL OF CRIMINAL CHARGE(S)
ON COMPLETION OF DEFERRED SENTENCE**

This court having previously found the defendant guilty and having deferred sentencing of the defendant on the following charge(s)

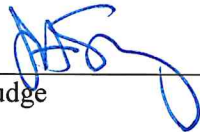
Overgrown Property Unsanitary premises Owner to maintain premises free of litter

It being shown that Defendant has completed the total durational term of the deferred sentence without revocation so as to satisfy all criminal liability for the crime(s), dismissal of the charge(s) is required under Section 31-20-9 NMSA 1978.

IT IS THEREFORE ORDERED that the criminal charge(s) set forth above are hereby dismissed with prejudice.

01/23/2025

Date



Judge

I, Jennifer Martinez, certify that I caused a copy of this order dismissing the criminal charge(s) to be served on Defendant and the parties and attorney(s) of record listed below.



Person making service

Deputy Court Clerk

Title

Jessica Naomi De La Cruz
(Name of Defendant)

16 Murphy Pl Roswell NM 88203
(Address)

(Attorney of record name)

(Address)

Carlos Romero/
(Officer Name)

Roswell Police Department
(Address)

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
JANUARY 23, 2025
11:33 AM
JM
CLERK

CITY OF ROSWELL

VS.
GABRIEL CORDERO

Case No. **2024000110-CE**

Defendant

**ORDER OF DISMISSAL OF CRIMINAL CHARGE(S)
ON COMPLETION OF DEFERRED SENTENCE**

This court having previously found the defendant guilty and having deferred sentencing of the defendant on the following charge(s)

Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)

It being shown that Defendant has completed the total durational term of the deferred sentence without revocation so as to satisfy all criminal liability for the crime(s), dismissal of the charge(s) is required under Section 31-20-9 NMSA 1978.

IT IS THEREFORE ORDERED that the criminal charge(s) set forth above are hereby dismissed with prejudice.

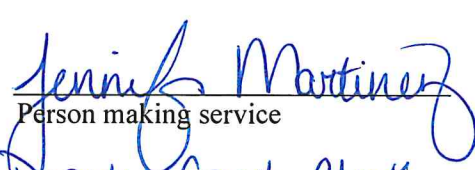
01/23/2025

Date



Judge

I, Jennifer Martinez, certify that I caused a copy of this order dismissing the criminal charge(s) to be served on Defendant and the parties and attorney(s) of record listed below.



Person making service
Deputy Court Clerk

Title

Gabriel Cordero
(Name of Defendant)

405 N Mulberry Ave Roswell NM 88201
(Address)

(Attorney of record name)

(Address)

Richard Medrano/
(Officer Name)

Roswell Police Department
(Address)

**STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT**

MUNICIPAL COURT
ROSWELL NM
MARCH 5, 2025
9:33 AM
RR
CLERK

v.

Vanessa M. Lucero, Defendant

No. **2025000003-CE**

JUDGMENT AND SENTENCE

This case came before the court on **5th** day of **March, 2025**.

The defendant appeared:

☒ with Code Enforcement Officer C.Romero appeared on behalf of the City of Roswell.

☒ pro se ☒ waiver signed

The defendant entered a plea of:

☐ guilty ☒ no contest

☐ not guilty and was tried by the court.

Count# 1: 16-36 - Violation; Nuisance; Exceptions (Storage or Abandoned, Wrecked, Dismantled or Inoperative Motor Veh)

Defendant Plead: No Contest

The defendant is adjudged Dismissed by Prosecution

The Defendant is Sentenced to: Fine: 0.00 w/ \$0.00 Suspended Fees: \$0.00

SENTENCE AND COMMITMENT: Inoperable Vehicle: Upon oral motion of Code Enforcement Officer C. Romero, all violations have been satisfied.

Date: **March 5, 2025**



Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 3.

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Safety Department Report- February 2025

Attachments

Safety Report February 2025

February 2025 Safety Report

Safety

ACCIDENT / INCIDENT BY DEPARTMENTS YTD								
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	YTD TOTALS	3rd Party
AIR CENTER	0	0	0	0	0	0	0	0
ANIMAL SERVICES	0	0	0	0	0	0	0	0
AQUATIC CENTER	0	0	0	0	0	0	0	0
CEMETERY	1	0	0	0	0	0	1	0
CENTRAL CONTROL	0	0	0	0	0	0	0	0
CITY CLERK	0	0	0	0	0	0	0	0
COMMUNITY DEVELOPMENT	1	1	0	0	0	0	2	1
CONVENTION CENTER	0	0	0	0	0	0	0	0
DISPATCH	0	0	0	0	0	0	0	0
ENGINEERING	0	0	0	0	0	0	0	0
FACILITIES MAINTENANCE	0	0	0	0	0	0	0	0
FIRE DEPARTMENT	1	2	0	0	0	0	3	2
GOLF	0	0	0	0	0	0	0	0
HR/SAFETY	0	0	0	0	0	0	0	0
IT	0	0	0	0	0	0	0	0
LEGAL	0	0	0	0	0	0	0	0
LIBRARY	0	1	0	0	0	0	1	1
MUSEUM	0	1	0	0	0	0	1	0
PARKS	3	0	0	0	0	0	3	0
POLICE DEPARTMENT	9	3	0	0	0	0	12	9
PUBLIC AFFAIRS	0	0	0	0	0	0	0	0
REC CENTER	0	0	0	0	0	0	0	0
SPECIAL ELECTRONICS	0	0	0	0	0	0	0	0
SOLID WASTE	3	2	0	0	0	0	5	1
STREETS	3	1	0	0	0	0	4	3
TRANSIT/FLEET	1	0	0	0	0	0	1	0
WATER	1	0	0	0	0	0	1	1
WWTP	1	2	0	0	0	0	3	0
ZOO	0	0	0	0	0	0	0	0
TOTALS	24	13	0	0	0	0	37	18

February 2025 Safety Report

ACCIDENT OR INCIDENT / 3RD PARTY		
DEPARTMENT	1-Feb	3rd PARTY
AIR CENTER	0	0
ANIMAL SERVICES	0	0
AQUATIC CENTER	0	0
CEMETERY	0	0
CENTRAL CONTROL	0	0
CITY CLERK	0	0
COMMUNITY DEVELOPMENT	1	1
CONVENTION CENTER	0	0
DISPATCH	0	0
ENGINEERING	0	0
FACILITIES MAINTENANCE	0	0
FIRE DEPARTMENT	2	1
GOLF	0	0
HR/Safety	0	0
IT	0	0
LEGAL	0	0
LIBRARY	1	1
MUSEUM	1	0
PARKS	0	0
POLICE DEPARTMENT	3	2
PUBLIC AFFAIRS	0	0
REC CENTER	0	0
SPECIAL ELECTRONICS	0	0
SOLID WASTE	2	1
STREETS	1	1
TRANSIT/FLEET	0	0
WATER	0	0
WWTP	2	0
ZOO	0	0
TOTAL	13	7

INCIDENT COMPARISONS			
MONTH	2025	2024	2023
JANUARY	24	32	30
FEBRUARY	13	28	38
MARCH	0	20	36
APRIL	0	20	30
MAY	0	20	23
JUNE	0	22	21
JULY	0	15	27
AUGUST	0	18	41
SEPTEMBER	0	10	44
OCTOBER	0	17	31
NOVEMBER	0	14	21
DECEMBER	0	15	15
TOTAL	37	231	357

DEPARTMENT	PROPERTY	3rd PARTY
Fire	1	1
Solid Waste	2	1
Streets	1	1
WWTP	1	0
TOTAL	1	1

DEPARTMENT	MVA	3rd PARTY
Police	1	0
TOTAL	1	0

February 2025 Safety Report

DEPARTMENT	INJ./ILL	First Aid Only
FIRE DEPARTMENT	1	0
MUSEUM	1	0
POLICE DEPARTMENT	2	1
WWTP	1	1
TOTAL	5	2

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Full Body Exposure	Exposure to Biohazard	0
R. Arm	Human Bite	1
L. Ring Finger	Puncture	0
Medical	Chest Pains	0
L Hand and Finger	Laceration	1

JANUARY 2025 - DECEMBER 2025 TRAINING		
MONTH/YEAR	Total Training HOURS	EMPLOYEE #S
JANUARY	907	268
FEBRUARY	1482.5	378
MARCH	0	0
APRIL	0	0
MAY	0	0
JUNE	0	0
JULY	0	0
AUGUST	0	0
SEPTEMBER	0	0
OCTOBER	0	0
NOVEMBER	0	0
DECEMBER	0	0
YTD TOTALS	2,390	646

JANUARY 2025 - DECEMBER 2025	
MONTH/YEAR	TOTAL AMOUNT
Jan-2025	\$16,431.79
Feb-2025	\$771,892.15
Mar-2025	\$0.00
Apr-2025	\$0.00
May-2025	\$0.00
Jun-2025	\$0.00
Jul-2025	\$0.00
Aug-2025	\$0.00
Sep-2025	\$0.00
Oct-2025	\$0.00
Nov-2025	\$0.00
Dec-2025	\$0.00
YTD TOTAL	\$788,323.94

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 4.

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

HR Monthly Report

Attachments

HR Monthly Report

Personnel Monthly Changes

Vacancy Report

Employee Turnover Report

MARCH 2025 HUMAN RESOURCES MONTHLY REPORT

For February, the City hired 19 new employees, 9 promotions and 13 exits which included 2 retirees.

Our turnover rate for the month of February is 2.09% and for the year so far is 5.64%.

Our Vacancy Rate is 28.11%.

Payroll count for February 21, 2025 – March 6, 2025 was:

Total no hours/monies employees- 1

Total paid employees -619

Total employees - 620

FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM				
NEW HIRE				
Date	Name	Position	Department	Status
2/3/25	DWIGHT HEFNER	LABORER	FACILITES MAINTENANCE	FT
2/3/25	KASSANDRA BARRAZA-VEGA	ADMIN ASSISTANT	SANITATION	TP
2/3/25	AUSTIN LANCE	MAINTENANCE WORKER	RIAC	FT
2/7/25	JESSE LOPEZ	BASKETBALL OFFICAL TEMP	RECREATION	PT
2/7/25	STARRETT HUNTSMAN	POLICE RECRUIT	POLICE	FT
2/10/25	DELOS PITTMAN-MCALISTER	WATER CUSTOMER SERVICE	METER READER	FT
2/10/25	CHRISTI IFFERGAN	LIBRARY CATALOGER	LIBRARY	FT
2/10/25	RAPHEAL AKIN	VEHICLE OPERATOR	TRANSIT	FT
2/10/25	EMILIO BUSTILLOS	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
2/10/25	GAIL MOORE	VEHICLE OPERATOR	TRANSIT	FT
2/11/25	RANDY BUNCH	DIVISION CHIEF - EMS	FIRE	SR
2/18/25	YAZMIN OLVERA	POLICE OFFICE ASSISTANT	POLICE	FT
2/18/25	CHANAY MEZA	KENNEL WORKER	ANIMAL CONTROL	FT
2/21/25	JEFF IRISH	FIRE APPARATUS OPERATOR	FIRE	FT
2/24/25	BRANDON PEREZ	FACILITIES MAINTENANCE SPECIALIST	FACILITES MAINTENANCE	FT
2/24/25	DANNY GUEVARA	EQUIPMENT OPERATOR	WWTP	FT
2/24/25	GAVIN TROST	FIRE APPARATUS OPERATOR 2	FIRE	FT
2/26/25	ACEYA ORTEGA	LIFEGUARD	RECREATION/AQUATIC	PT
2/28/25	KATHERINE JONES	ZOOKEPPER	ZOO	FT
TRANSFERS				
Date	Name	Position	Department	Status
PROMOTIONS				
Date	Name	Position	Department	Status
2/7/25	VICTOR MACIAS	EQUIPMENT OPERATOR	LANDFILL	FT
2/7/25	PRISCILA HUMARAN	LIBRARY ASSISTANT - CIRCULATION	LIBRARY	FT
2/7/25	JAIME FIERRO	UTILITY CONSTRUCTION COORDINATOR	PUBLIC WORKS	FT
2/7/25	LUCIA ANTUNEZ	SENIOR ACCOUNTANT	FINANCIAL ADMINISTRATION	FT
2/7/25	KEVIN HERNANDEZ	BATTALION CHIEF	FIRE	SR
2/7/25	DUSTIN MEALAND	BATTALION CHIEF	FIRE	SR
2/21/25	GREGGORY BRADY	POLICE RECRUIT	POLICE	FT
2/21/25	KYRA KUEHN	OFFICE ASSISTANT	ANIMAL CONTROL	FT
2/21/25	GILBERT BENITEZ	PARKS LABORBER	PARKS	FT
DEMOTIONS				
Date	Name	Position	Department	Status
EXITS				
Date	Name	Position	Department	Status
2/5/25	BRAYLENE GONZALES	EMERGENCY COMM DISPATCH	CONSOLIDATED DISPATCH	FT
2/6/25	FRANKIE ANAYA	BASKETBALL OFFICAL TEMP	RECREATION	PT
2/7/25	ALEXIS LOPEZ	EMERGENCY COMM DISPATCH	CONSOLIDATED DISPATCH	FT
2/7/25	ANDREW ORTIZ	BASKETBALL OFFICAL TEMP	RECREATION	PT
2/7/25	JAYIR GOMEZ	LABORER	RECREATION	FT
2/7/25	WALTER GENSLER	EQUIPMENT OPERATOR	LANDFILL	FT
2/11/25	ALYSSA CRUZ	SCALE HOUSE ATTENDANT	LANDFILL	FT
2/13/25	MANUEL VENZOR	HEAD LIFEGUARD PT	RECREATION AQUATIC POOL	PT
2/14/25	JENNA LANFOR	AIR CENTER DEPUTY DIRECTOR	RIAC	SR
2/26/25	ANDREW VALADEZ	METER READER	WATER	FT
2/26/25	STEPHANIE HUNTER	CUSTOMER SERVICE CLERK	WATER	FT
2/28/25	CARLTON HEFNER	CONSTRUCTION INSPECTOR SR.	ENGINEERING	FT
RETIREMENT				
Date	Name	Position	Department	Status
2/28/25	QUINTON MILLER	SUPERINTENDENT	STREET	SR

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1049101 OFFICE ASSISTANT POLICE	1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA	619/01	25,970.10	12.49	
1049105 OFFICE ASSISTANT POLICE	1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA	619/01	25,970.10	12.49	
1053104 POLICE SERVICE AIDE CAREE	1.0000	1.0000	0.0000	1.0000	1053	PSACP	4111ADM	1/01	19,111.56	9.19	
1054109 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	/00	0.00	0.00	
1054110 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	/00	0.00	0.00	
1054111 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	44/01	44,770.96	21.52	
1054112 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	44/01	44,770.96	21.52	
1054113 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	44/01	44,770.96	21.52	
1054117 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111RPOA	644/01	44,770.96	21.52	
1055106 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00	
1055107 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00	
1055109 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00	
1055110 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	611/01	22,159.28	10.65	
1055116 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00	
1055117 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00	
1055118 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00	
1055124 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00	
1055125 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00	
1055126 POLICE OFFICER 1	0.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	611/01	22,159.28	10.65	
1056119 POLICE OFFICER 2	1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	654/01	54,557.88	26.23	
1056120 POLICE OFFICER 2	1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	654/01	54,557.88	26.23	
1056122 POLICE OFFICER 2	1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	654/01	54,557.88	26.23	
1057104 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00	
1057105 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00	
1057106 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00	
1057109 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00	
1057110 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00	
1057111 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00	
1057112 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	/00	0.00	0.00	
1059101 POLICE LIEUTENANT	1.0000	1.0000	0.0000	1.0000	1059	PLT	4111ADM	/00	0.00	0.00	
1059103 POLICE LIEUTENANT	1.0000	1.0000	0.0000	1.0000	1059	PLT	4111ADM	/00	0.00	0.00	
1059104 POLICE LIEUTENANT	1.0000	1.0000	0.0000	1.0000	1059	PLT	4111ADM	/00	0.00	0.00	
1066106 TSU LAB TECHNICIAN	1.0000	1.0000	0.0000	1.0000	1066	TSULABTECH	4111ADM	40/01	41,346.24	19.88	
1070101 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	/00	0.00	0.00	
1070102 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	/00	0.00	0.00	
1070103 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	/00	0.00	0.00	
1070104 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	/00	0.00	0.00	
1070105 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	/00	0.00	0.00	
1070106 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	/00	0.00	0.00	
1070107 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	37/01	38,963.34	18.73	
1071102 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1071106 FIREFIGHTER 1	0.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1071109 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1071110 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1071111 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1071112 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1071117 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1071118 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1071119 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1071121 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FFEL	4121IAFF	/00	0.00	0.00	
1074104 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	750/01	47,993.14	16.44	
1074111 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00	
1074112 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00	
1074113 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00	
1074122 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00	

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1075102 FIRE APPARATUS OPERATOR 2		1.0000	1.0000	0.0000	1.0000	1075 FAPPOPER2	4121IAFF		752/01	49,941.58	17.10
1075104 FIRE APPARATUS OPERATOR 2		1.0000	1.0000	0.0000	1.0000	1075 FAPPOPER2	4121IAFF		/00	0.00	0.00
1075105 FIRE APPARATUS OPERATOR 2		1.0000	1.0000	0.0000	1.0000	1075 FAPPOPER2	4121IAFF		752/01	49,941.58	17.10
1076101 FIRE APPARATUS OPERATOR 3		1.0000	1.0000	0.0000	1.0000	1076 FAPPOPER3	4121IAFF		754/01	51,951.38	17.79
1077102 FIRE LIEUTENANT 1		1.0000	1.0000	0.0000	1.0000	1077 FLT1	4121IAFF		LIE1/01	76,337.30	26.14
1077103 FIRE LIEUTENANT 1		1.0000	1.0000	0.0000	1.0000	1077 FLT1	4121IAFF		/00	0.00	0.00
1078101 FIRE LIEUTENANT 2		1.0000	1.0000	0.0000	1.0000	1078 FLT2	4121IAFF		/00	0.00	0.00
1078114 FIRE LIEUTENANT 2		1.0000	1.0000	0.0000	1.0000	1078 FLT2	4121IAFF		/00	0.00	0.00
1079102 FIRE LIEUTENANT 3		1.0000	1.0000	0.0000	1.0000	1079 FLT3	4121IAFF		/00	0.00	0.00
1079105 FIRE LIEUTENANT 3		1.0000	1.0000	0.0000	1.0000	1079 FLT3	4121IAFF		/00	0.00	0.00
1081102 DEPUTY FIRE CHIEF		1.0000	1.0000	0.0000	1.0000	1081 DEPFCHIEF	4013ADFD		/00	0.00	0.00
1082101 FIRE CHIEF		1.0000	1.0000	0.0000	1.0000	1082 FCHIEF	4121EXEC		90/01	111,306.33	53.51
1098104 KENNEL WORKER		1.0000	1.0000	0.0000	1.0000	1098 KENWKR	4161ADM		1/01	19,111.56	9.19
1098105 KENNEL WORKER		1.0000	1.0000	0.0000	1.0000	1098 KENWKR	4161ADM		27B/01	32,448.00	15.60
1117104 GUEST SERVICES ASSOCIATE		1.0000	1.0000	0.0000	1.0000	1117 GSTRSVASSC	4221AFLC		928/01	32,600.36	15.67
1117105 GUEST SERVICES ASSOCIATE		1.0000	1.0000	0.0000	1.0000	1117 GSTRSVASSC	4221AFLC		928/01	32,600.36	15.67
1120101 PREPARATOR MUSEUM		1.0000	1.0000	0.0000	1.0000	1120 MUSPREP	4221ADM		/00	0.00	0.00
1126101 ADMIN. ASSISTANT SR. PARK		1.0000	1.0000	0.0000	1.0000	1126 ADMINASSTS	4231ADM		42/01	43,035.72	20.69
1127107 LABORER PARKS		1.0000	1.0000	0.0000	1.0000	1127 LBR	4231AFLC		915/01	25,196.60	12.11
1127113 LABORER PARKS		1.0000	1.0000	0.0000	1.0000	1127 LBR	4231AFLC		915/01	25,196.60	12.11
1134104 ZOO KEEPER		1.0000	1.0000	0.0000	1.0000	1134 ZOOKPR	4232AFLC		926/01	31,351.32	15.07
1139104 GROUNDS MAINT. WORKER GOL		1.0000	1.0000	0.0000	1.0000	1139 GMRKR	4233AFLC		927B/01	32,448.00	15.60
1159102 CONSTRUCTION INSPECTOR SR		1.0000	1.0000	0.0000	1.0000	1159 CONINSPSR	4135ADM		47/01	47,500.96	22.84
1160101 ENGINEERING TECHNICIAN		1.0000	1.0000	0.0000	1.0000	1160 ENGRTECH	4135ADM		/00	0.00	0.00
1167110 MAINTENANCE WORKER STREET		1.0000	1.0000	0.0000	1.0000	1167 MAINTWKR	4323AFLC		/00	0.00	0.00
1173101 SUPERINTENDENT STREETS		1.0000	1.0000	0.0000	1.0000	1173 SUPT	4323ADM		63/01	65,209.57	31.35
1175101 ADMIN. ASSISTANT SR. RIAC		1.0000	1.0000	0.0000	1.0000	1175 ADMINASSTS	4331ADM		42/01	43,035.72	20.69
1177101 AIR CENTER DEPUTY DIRECTO		1.0000	1.0000	0.0000	1.0000	1177 AIRDEPDIR	4331ADM		/00	0.00	0.00
1180103 MAINTENANCE WORKER RIAC		2.0000	1.0000	1.0000	1.0000	1180 MAINTWKR	4332AFLC		927B/01	32,448.00	15.60
1185101 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185 AUTOPER	4341AFLC		/00	0.00	0.00
1185107 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185 AUTOPER	4341AFLC		/00	0.00	0.00
1185114 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185 AUTOPER	4341AFLC		/00	0.00	0.00
1191102 SANITATION WORKER		1.0000	1.0000	0.0000	1.0000	1191 SANWKR	4342AFLC		927B/01	32,448.00	15.60
1191103 SANITATION WORKER		1.0000	1.0000	0.0000	1.0000	1191 SANWKR	4342AFLC		915/01	25,196.60	12.11
1193101 CUSTOMER SERVICE CLERK		1.0000	1.0000	0.0000	1.0000	1193 CUSTSRVCLK	4352ADM		1/01	19,111.56	9.19
1193103 CUSTOMER SERVICE CLERK		1.0000	1.0000	0.0000	1.0000	1193 CUSTSRVCLK	4352ADM		/00	0.00	0.00
1193109 CUSTOMER SERVICE CLERK		1.0000	1.0000	0.0000	1.0000	1193 CUSTSRVCLK	4352ADM		1/01	19,111.56	9.19
1199101 SUPERINTENDENT CENTRAL CO		1.0000	1.0000	0.0000	1.0000	1199 SUPT	4353ADM		/00	0.00	0.00
1205101 MAINTENANCE WORKER SR. WA		1.0000	1.0000	0.0000	1.0000	1205 MAINTWKRKS	4354AFLC		/00	0.00	0.00
1205102 MAINTENANCE WORKER SR. WA		1.0000	1.0000	0.0000	1.0000	1205 MAINTWKRKS	4354AFLC		/00	0.00	0.00
1205103 MAINTENANCE WORKER SR. WA		1.0000	1.0000	0.0000	1.0000	1205 MAINTWKRKS	4354AFLC		933/01	36,001.68	17.31
1206101 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206 EQUIPOPER	4354AFLC		931C/01	38,937.60	18.72
1206102 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206 EQUIPOPER	4354AFLC		931/01	34,613.28	16.64
1206104 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206 EQUIPOPER	4354AFLC		/00	0.00	0.00
1206105 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206 EQUIPOPER	4354AFLC		931/01	34,613.28	16.64
1206106 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206 EQUIPOPER	4354AFLC		931/01	34,613.28	16.64
1206107 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206 EQUIPOPER	4354AFLC		/00	0.00	0.00
1206109 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206 EQUIPOPER	4354AFLC		931/01	34,613.28	16.64
1215102 SUPERVISOR WTP		2.0000	1.0000	0.0000	2.0000	1215 SUPVR	4355ADM		56/01	56,779.32	27.30
1219103 EQUIPMENT OPERATOR WWT		1.0000	1.0000	0.0000	1.0000	1219 EQUIPOPER	4356AFLC		/00	0.00	0.00
1220101 MAINTENANCE WORKER SR. WW		1.0000	1.0000	0.0000	1.0000	1220 MAINTWKRKS	4356AFLC		/00	0.00	0.00
1220102 MAINTENANCE WORKER SR. WW		1.0000	1.0000	0.0000	1.0000	1220 MAINTWKRKS	4356AFLC		933/01	36,001.68	17.31
1224104 GROUNDS MAINT. WORKER CEM		1.0000	1.0000	0.0000	1.0000	1224 GMRKR	4411AFLC		927B/01	32,448.00	15.60
1225104 GROUNDS MAINT. WORKER SR.		1.0000	1.0000	0.0000	1.0000	1225 GMRKR	4411AFLC		927B/01	32,448.00	15.60
1231111 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231 VEHOPEP	4511AFLC		/00	0.00	0.00

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1231112	VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931C/01	38,937.60	18.72
1231113	VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	/00	0.00	0.00
1231118	VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931C/01	34,613.28	16.64
1231119	VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	931C/01	38,937.60	18.72
1233102	INFORMATION TECHNOLOGY TE	1.0000	1.0000	0.0000	1.0000	1233	ITTECH	4631ADM	/00	0.00	0.00
1236103	EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1236104	EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	35/01	37,459.50	18.01
1236107	EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1236108	EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1236109	EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	/00	0.00	0.00
1236110	EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1236114	EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	38,963.34	18.73
1237104	EMERGENCY COMM. SUPERVIS	1.0000	1.0000	0.0000	1.0000	1237	EMSUPVR	4656ADM	/00	0.00	0.00
1263101	EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1263	EMCOQUASCO	4656ADM	54/01	54,565.26	26.23
1267101	INTER LIBRARY L&R LIBRARI	1.0000	1.0000	0.0000	1.0000	1267	INL&RLTB	4211ADM	41/01	42,179.54	20.28
1271103	DEPUTY FIRE MARSHALL	1.0000	1.0000	0.0000	1.0000	1271	DEFIMARS	4121ADF	/00	0.00	0.00
1273101	ACCOUNTING SUPERVISOR	1.0000	1.0000	0.0000	1.0000	1273	ACCSUPV	4041ADM	65/01	67,844.77	32.62
1275101	PAYROLL ASSISTANT	1.0000	1.0000	0.0000	1.0000	1275	PAYASST	4041ADM	1/01	19,111.56	9.19
1284101	EQUIPMENT OPERATOR SANITA	1.0000	1.0000	0.0000	1.0000	1284	SANEQPOPER	4342AFLC	915/01	25,196.60	12.11
1286102	W & S MAINTENANCE WORKER 1	1.0000	1.0000	0.0000	1.0000	1286	MAINTWRKR1	4354AFLC	915/01	25,196.60	12.11
1290101	EMERGENCY MANAGEMENT SPEC	1.0000	1.0000	0.0000	1.0000	1290	EMEMGSPECL	4121ADM	/00	0.00	0.00
1311103	MAINTENANCE WORKER WWTP	1.0000	1.0000	0.0000	1.0000	1311	MAINTWRK	4355AFLC	915/01	25,196.60	12.11
1314102	PLANNER II	1.0000	1.0000	0.0000	1.0000	1314	PLANNERII	4131ADM	1/01	19,111.56	9.19
1319101	ADMIN. ASSISTANT FACILITI	1.0000	1.0000	0.0000	1.0000	1319	ADMINASST	4071ADM	1/01	19,111.56	9.19
1330102	ENVIRONMENTAL COMPLIANCE	1.0000	1.0000	0.0000	1.0000	1330	ENVCPLSPEC	4342ADM	56/01	56,779.32	27.30
1344102	CUSTOMER SERVICE SPECIALI	1.0000	1.0000	0.0000	1.0000	1344	CUSVSPEC	4131ADM	1/01	19,111.56	9.19
1348103	METER READER	1.0000	1.0000	0.0000	1.0000	1348	METERREAD	4352AFLC	915/01	25,196.60	12.11
1353104	GOLF SHOP SENIOR ATTENDAN	1.0000	1.0000	0.0000	1.0000	1353	GOLFSRATTD	4233ADM	1/01	19,111.56	9.19
1365101	BEVERAGE CART ATTENDANT	1.0000	1.0000	0.0000	1.0000	1365	BEVATTND	4233ADM	27B/01	32,448.00	15.60
1370101	ENGINEERING CONSTRUCTION	1.0000	1.0000	0.0000	1.0000	1370	ENGCONSP2	4135ADM	1/01	19,111.56	9.19
1380101	RECREATION AIDE II PT	1.0000	1.0000	0.0000	1.0000	1380	RECAIDE2PT	4241ADM	1/01	19,111.56	9.19
1383102	LIFE GUARD I PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383103	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383104	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383109	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383115	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383120	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383121	LIFE GUARD 1 PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1387105	LIBRARY PAGE SENIOR PT	1.0000	1.0000	0.0000	1.0000	1387	LIBPGESRPT	4211ADM	1/01	19,111.56	9.19
1402101	EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1402	EMRCALLTKR	4656ADM	35/01	37,459.50	18.01
1403101	OPERATIONS AND HOSPITALIT	1.0000	1.0000	0.0000	1.0000	1403	OP&HOSPSPE	4252ADM	1/01	19,111.56	9.19
1412104	RECREATION AIDE I PART TI	1.0000	1.0000	0.0000	1.0000	1412	RECAIDE2PT	4241ADM	1/01	19,111.56	9.19
1419101	PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PKRTMP	4231ADM	27B/01	32,448.00	15.60
1419102	PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PKRTMP	4231ADM	27B/01	32,448.00	15.60
1419103	PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PKRTMP	4231ADM	27B/01	32,448.00	15.60
1419105	PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PKRTMP	4231ADM	27B/01	32,448.00	15.60
1419106	PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PKRTMP	4231ADM	/00	0.00	0.00
1419107	PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PKRTMP	4231ADM	27B/01	32,448.00	15.60
1419108	PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PKRTMP	4231ADM	27B/01	32,448.00	15.60
1419109	PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PKRTMP	4231ADM	27B/01	32,448.00	15.60
1426102	HEAD LIFE GUARD PT	1.0000	1.0000	0.0000	1.0000	1426	HDLIFGRDPT	4242ADM	1/01	19,111.56	9.19
1428101	DIRECTOR RIAC	1.0000	1.0000	0.0000	1.0000	1428	DIRRIAC	4331ADM	90/01	111,306.33	53.51
1432103	OPERATIONS AND HOSPITALIT	1.0000	1.0000	0.0000	1.0000	1432	OPHOSPSPEC	4252ADM	1/01	19,111.56	9.19
1436101	BASKETBALL OFFICIAL TEMP	1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241ADM	1/01	19,111.56	9.19
1436105	BASKETBALL OFFICIAL TEMP	1.0000	1.0000	0.0000	1.0000	1436	BSKTBLLTMP	4241ADM	1/01	19,111.56	9.19

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGN	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
1436108	BASKETBALL OFFICIAL TEMP	1.0000	1.0000	0.0000	1.0000	1436	BSKTBLTTP	4241ADM	10/01	22,836.58			10.98
1437101	EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1437	EMRADMASST	4656ADM	30/01	33,919.08			16.31
1438101	LIFEGUARD STUDENT PT	1.0000	1.0000	0.0000	1.0000	1438	LIFEGRDSTN	4242ADM	278/01	32,448.00			15.60
1438102	LIFEGUARD STUDENT PT	1.0000	1.0000	0.0000	1.0000	1438	LIFEGRDSTN	4242ADM	278/01	32,448.00			15.60
1440101	FACILITIES MAINTENANCE LAB	1.0000	1.0000	0.0000	1.0000	1440	FMAINTLBR	4071AFLC	927B/01	32,448.00			15.60
1444101	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444102	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444103	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444104	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444105	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444106	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444107	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444108	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444109	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444110	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444111	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444112	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444113	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444115	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1444116	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	32,448.00			15.60
1452101	FIRE APPARATUS OPERATOR L	0.0000	1.0000	0.0000	1.0000	1452	FAPOPERLAT	4121IAFF	FA01/01	61,466.34			21.05
1458101	SCALE HOUSE ATTENDANT	1.0000	1.0000	0.0000	1.0000	1458	SCAHSEATT	4342AFLC	915/01	25,196.60			12.11
1459101	GROUND MAINTENANCE WORKE	1.0000	1.0000	0.0000	1.0000	1459	GMMRKTEMP	4233ADM	1/01	19,111.56			9.19
1459102	GROUND MAINTENANCE WORKE	1.0000	1.0000	0.0000	1.0000	1459	GMMRKTEMP	4233ADM	1/01	19,111.56			9.19
1461101	TRAFFIC SIGNAL JOURNEYMAN	1.0000	1.0000	0.0000	1.0000	1461	TRSIGJORN	4325ADM	1/01	19,111.56			9.19
1462101	GROUND MAINTENANCE ZOO L	1.0000	1.0000	0.0000	1.0000	1462	GMZOOLEAD	4232ADM	1/01	19,111.56			9.19
1467101	ADMINISTRATIVE CHIEF OF S	1.0000	1.0000	0.0000	1.0000	1467	ADMASSTSR	4013ADM	70/01	74,906.12			36.01
1469101	EQUIPMENT OPERATOR SR LAN	1.0000	1.0000	0.0000	1.0000	1469	EQUPOPSR	4342AFLC	944/01	44,770.96			21.52
TOTAL										4,255,247.06			1,999.07

** END OF REPORT - Generated by Naomi Borunda **

Employee Turnover

Period Start Date: 2/1/2025
Period End Date: 2/28/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS		11	11	0	0.00%
1001	MAYOR	1	1	0	0.00%
1002	MAYOR PRO TEM	1	1	0	0.00%
1003	CITY COUNCILOR WARD 1	2	2	0	0.00%
1004	CITY COUNCILOR WARD 2	1	1	0	0.00%
1005	CITY COUNCILOR WARD 3	2	2	0	0.00%
1006	CITY COUNCILOR WARD 4	2	2	0	0.00%
1007	CITY COUNCILOR WARD 5	2	2	0	0.00%
Location: 4013 ADMINISTRATION		3	3	0	0.00%
1008	CITY MANAGER	1	1	0	0.00%
1012	DEPUTY CITY MANAGER	1	1	0	0.00%
1435	PROJECT MANAGER	1	1	0	0.00%
1467	ADMINISTRATIVE CHIEF OF STAFF	0	0	0	NaN
Location: 4015 CITY CLERK		4	4	0	0.00%
1019	CITY CLERK	1	1	0	0.00%
1020	DEPUTY CITY CLERK	1	1	0	0.00%
1285	CITY CLERK OFFICE ASSISTANT	2	2	0	0.00%
Location: 4021 MUNICIPAL COURT		8	8	0	0.00%
1022	DEPUTY COURT CLERK	4	4	0	0.00%
1023	MUNICIPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	1	1	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4041 FINANCIAL ADMINISTRATION		12	12	0	0.00%
1028	ACCOUNTING TECHNICIAN II	2	2	0	0.00%
1030	ACCOUNTANT	2	2	0	0.00%
1033	PAYROLL ADMINISTRATOR	1	1	0	0.00%
1034	DEPARTMENT DIRECTOR FINANCE	1	1	0	0.00%
1036	PURCHASING AGENT	1	1	0	0.00%
1037	PURCHASING TECHNICIAN	1	1	0	0.00%
1296	GRANT/PROJECT COORDINATOR	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1409	ACCOUNTS RECEIVABLE	1	1	0	0.00%
1424	FINANCE LIASON	1	1	0	0.00%
Location: 4051 LEGAL		4	4	0	0.00%
1013	DEPUTY CITY ATTORNEY	1	1	0	0.00%
1339	PARALEGAL	1	1	0	0.00%
1405	CITY ATTORNEY APPOINTED	1	1	0	0.00%
1455	CONTRACTS & CLAIMS ADMIN	1	1	0	0.00%

Employee Turnover

Period Start Date: 2/1/2025
Period End Date: 2/28/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4061 HUMAN RESOURCES		9	9	0	0.00%
1038	HR ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
1042	DEPARTMENT DIRECTOR H.R.	1	1	0	0.00%
1287	SAFETY COORDINATOR	1	1	0	0.00%
1427	HUMAN RESOURCES SUPERVISOR	1	1	0	0.00%
1443	TRAINING SPECIALIST CDL	1	1	0	0.00%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0	0.00%
1451	HUMAN RESOURCES SPECIALIST	2	2	0	0.00%
1465	HR/SAFETY GENERALIST	1	1	0	0.00%
Location: 4071 FACILITIES MAINTENANCE		10	12	0	0.00%
1043	CUSTODIAN	1	1	0	0.00%
1045	FACILITIES MAINT. SPECIALIST	3	4	0	0.00%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1259	PROJECT AND FACILITY MANAGER	1	1	0	0.00%
1319	ADMIN. ASST. SENIOR FACILITIES	1	1	0	0.00%
1379	FAC. MAINTENANCE HVAC SPEC SR.	1	1	0	0.00%
1440	FACILITIES MAINT. LABORER	1	2	0	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%
Location: 4074 FLEET MAINTENANCE		1	1	0	0.00%
1340	VEHICLE MAINTENANCE SUPERVISOR	1	1	0	0.00%
Location: 4111 POLICE DEPARTMENT		112	114	0	0.00%
1043	CUSTODIAN	1	1	0	0.00%
1049	OFFICE ASSISTANT POLICE	6	7	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0	0.00%
1053	POLICE SERV AIDE CAREER PATH	3	3	0	0.00%
1054	POLICE RECRUIT	5	6	0	0.00%
1055	POLICE OFFICER 1	21	21	0	0.00%
1056	POLICE OFFICER 2	18	18	0	0.00%
1057	POLICE OFFICER 3	8	8	0	0.00%
1058	POLICE SERGEANT	12	12	0	0.00%
1059	POLICE LIEUTENANT	4	4	0	0.00%
1060	POLICE CAPTAIN	2	2	0	0.00%
1061	DETECTIVE	13	13	0	0.00%
1062	DEPUTY POLICE CHIEF	2	2	0	0.00%
1063	POLICE CHIEF	1	1	0	0.00%
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%
1065	EVIDENCE PROPERTY CUSTODIAN	3	3	0	0.00%
1066	TSU CRIME SCENE TECHNICIAN	5	5	0	0.00%
1067	ADMIN. ASSISTANT POLICE	5	5	0	0.00%

Employee Turnover

Period Start Date: 2/1/2025
Period End Date: 2/28/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4121 FIRE DEPARTMENT		79	82	0	0.00%
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1071	FIREFIGHTER 1	17	17	0	0.00%
1072	FIREFIGHTER 2	4	4	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	14	14	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	6	8	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	1	1	0	0.00%
1077	FIRE LIEUTENANT 1	5	5	0	0.00%
1078	FIRE LIEUTENANT 2	10	10	0	0.00%
1079	FIRE LIEUTENANT 3	8	8	0	0.00%
1080	BATTALION CHIEF	3	3	0	0.00%
1081	DEPUTY FIRE CHIEF	2	2	0	0.00%
1082	FIRE CHIEF	1	1	0	0.00%
1083	DIVISION CHIEF	1	1	0	0.00%
1271	DEPUTY FIRE MARSHAL	2	2	0	0.00%
1281	FIREMARSHAL	1	1	0	0.00%
1308	DIVISION CHIEF - EMS	0	1	0	0.00%
1320	ARFF COORDINATOR	1	1	0	0.00%
1430	FIRE PREVENTION ADMIN. ASSIST	1	1	0	0.00%
Location: 4131 PLANNING & ZONING		4	4	0	0.00%
1017	COMMUNITY DEVELOPMENT DIRECTOR	1	1	0	0.00%
1018	PLANNER SENIOR	1	1	0	0.00%
1260	COMMUNITY DEVELOPMENT PRP TECH	1	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%
Location: 4135 ENGINEERING		8	8	1	12.50%
1158	CONSTRUCTION INSPECTOR	1	1	0	0.00%
1159	CONSTRUCTION INSPECTOR SR.	2	2	1	50.00%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
2823	HEFNER, CARLTON	1159102	CONSTRUCTION INSPECTOR SR.	8/24/1998	2/28/2025
1160	ENGINEERING TECHNICIAN	1	1	0	0.00%
1162	DIRECTOR OF ENGR. & INFRA.	1	1	0	0.00%
1192	ADMIN. ASST. SR. PUBLIC WORKS	1	1	0	0.00%
1306	ENGINEER SR	1	1	0	0.00%
1307	GEOGRAPHIC INFORMATION SYSTEM	1	1	0	0.00%
Location: 4151 CODE ENFORCEMENT		12	12	0	0.00%
1086	OFFICE ASST. CODE ENFORCEMENT	1	1	0	0.00%
1087	ADMIN ASST SR. CODE ENFORCEMEN	1	1	0	0.00%
1089	BUILDING INSPECTOR	1	1	0	0.00%
1090	ELECTRICAL INSPECTOR	1	1	0	0.00%

Employee Turnover

Period Start Date: 2/1/2025
Period End Date: 2/28/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1091	PLUMBING INSPECTOR	1	1	0	0.00%
1092	CODE ENFORCEMENT OFFICER	4	4	0	0.00%
1093	SUPERVISOR CODE ENFORCEMENT	1	1	0	0.00%
1376	BUILDING OFFICIAL	1	1	0	0.00%
1464	BUSINESS LICENSE CLERK	1	1	0	0.00%
Location: 4161 ANIMAL CONTROL		12	13	0	0.00%
1094	OFFICE ASST. ANIMAL CONTROL	1	1	0	0.00%
1095	ANIMAL CONTROL OFFICER	5	5	0	0.00%
1097	KENNEL COORDINATOR	1	1	0	0.00%
1098	KENNEL WORKER	4	5	0	0.00%
1448	ANIMAL SERVICES MANAGER	1	1	0	0.00%
Location: 4181 C.E.P.		1	1	0	0.00%
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%
Location: 4192 COMMUNITY ENHANCEMENT		1	1	0	0.00%
1100	COMMUNITY IMPROVEMENT TECH.	1	1	0	0.00%
Location: 4211 LIBRARY		19	20	0	0.00%
1101	ADMIN. ASSISTANT LIBRARY	1	1	0	0.00%
1103	LIBRARY PAGE SENIOR	3	3	0	0.00%
1104	TECHNICAL SERVICE ASSISTANT	1	1	0	0.00%
1105	LIBRARY ASSISTANT- CIRCULATION	2	2	0	0.00%
1107	REFERENCE ASSISTANT	1	1	0	0.00%
1108	CIRCULATION SUPERVISOR	1	1	0	0.00%
1109	LIBRARY CATALOGER	0	1	0	0.00%
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
1277	CHILDREN AND YOUTH LIBRARIAN	1	1	0	0.00%
1354	YOUTH LIBRARIAN ASSISTANT	1	1	0	0.00%
1387	LIBRARY PAGE SENIOR PT	6	6	0	0.00%
1441	STEM INSTRUCTOR	1	1	0	0.00%
Location: 4221 MUSEUM		12	12	0	0.00%
1116	MUSEUM STORE SUPERVISOR	1	1	0	0.00%
1117	GUEST SERVICES ASSOCIATE	3	3	0	0.00%
1119	PLANETARIUM COORDINATOR	1	1	0	0.00%
1122	REGISTRAR MUSEUM	1	1	0	0.00%
1123	CURATOR OF COLLECTIONS AND EXH	1	1	0	0.00%
1124	DEPARTMENT DIRECTOR MUSEUM	1	1	0	0.00%
1303	MUSEUM EDUCATOR	1	1	0	0.00%
1304	PLANETARIUM ASSISTANT	1	1	0	0.00%
1345	MUSEUM OPERATIONS MANAGER	1	1	0	0.00%
1392	MUSEUM STORE CLERK PT	1	1	0	0.00%

Employee Turnover

Period Start Date: 2/1/2025
Period End Date: 2/28/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4231 PARKS		33	32	1	3.08%
1043	CUSTODIAN	1	1	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	13	12	1	8.00%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
4598	GOMEZ, JAYIR	1419103	PARKS LABORER TEMP	9/9/2024	2/7/2025
1128	GROUNDS MAINT WORKER PARKS	9	9	0	0.00%
1129	GROUNDS MAINT WORKER SR PARKS	5	5	0	0.00%
1130	SUPERINTENDENT PARKS	1	1	0	0.00%
1151	DEPARTMENT DIRECTOR RECREATION	1	1	0	0.00%
1329	PARKS SUPERVISOR	1	1	0	0.00%
1419	PARKS LABORER TEMP	1	1	0	0.00%
Location: 4232 ZOO		7	8	0	0.00%
1133	LABORER ZOO	1	1	0	0.00%
1134	ZOO KEEPER	2	3	0	0.00%
1135	GROUNDS MAINTENANCE WORKER ZOO	1	1	0	0.00%
1439	LEAD ZOO KEEPER	1	1	0	0.00%
1456	ZOO SUPERVISOR	1	1	0	0.00%
1468	GROUNDS MAINT ZOO LEAD	1	1	0	0.00%
Location: 4233 GOLF		16	16	0	0.00%
1139	GROUNDS MAINT. WORKER GOLF	4	4	0	0.00%
1141	SUPERVISOR GOLF	1	1	0	0.00%
1142	SUPERINTENDENT GOLF	1	1	0	0.00%
1331	GOLF COURSE MANAGER	1	1	0	0.00%
1351	GOLF SHOP SUPERVISOR	1	1	0	0.00%
1352	OUTSIDE SRVS ATTENDANT GOLF	3	3	0	0.00%
1353	GOLF SHOP SR ATTENDANT	3	3	0	0.00%
1365	BEVERAGE CART ATTENDANT	1	1	0	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0	0.00%
Location: 4241 RECREATION		20	19	2	10.26%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%
1145	RECREATION AIDE 2	2	2	0	0.00%
1146	RECREATION LEADER	1	1	0	0.00%
1148	SUPERVISOR RECREATION	1	1	0	0.00%
1150	RECREATION MANAGER	1	1	0	0.00%
1253	RECREATION CENTER SUPERVISOR	1	1	0	0.00%
1412	RECREATION AIDE 1 PT	5	5	0	0.00%
1436	BASKETBALL OFFICIAL TEMP	6	5	2	36.36%

Employee Turnover



Period Start Date: 2/1/2025
Period End Date: 2/28/2025

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4628	ORTIZ, ANDREW	1436101	BASKETBALL OFFICIAL TEMP	11/1/2024	2/7/2025
4634	ANAYA, FRANKIE	1436108	BASKETBALL OFFICIAL TEMP	11/12/2024	2/6/2025
1444	REC AID/LIFEGUARD TEMP	1	1	0	0.00%
Location: 4242 RECREATION AQUATIC POOL		11	11	1	9.09%
1383	LIFE GUARD 1 PT	7	8	0	0.00%
1426	HEAD LIFEGUARD PT	3	2	1	40.00%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
4190	VENZOR, MANUEL	1426102	HEAD LIFEGUARD PT	12/9/2022	2/13/2025
1442	AQUATICS SPECIALIST	1	1	0	0.00%
Location: 4243 ADULT CENTER		1	1	0	0.00%
1146	RECREATION LEADER	1	1	0	0.00%
Location: 4252 CONVENTION CENTER		5	5	0	0.00%
1322	GENERAL FACILITIES & OPER. MGR	1	1	0	0.00%
1347	ACCOUNTING MANAGER	1	1	0	0.00%
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%
1432	OPERATION AND HOSP. SPEC- PT	2	2	0	0.00%
Location: 4261 PUBLIC RELATIONS		7	7	0	0.00%
1155	PUBLIC INFORMATION OFFICER	1	1	0	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0.00%
1278	GUEST SERVICES ASSOCIATE VC	2	2	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%
Location: 4323 STREETS		23	23	1	4.35%
1167	MAINTENANCE WORKER STREETS	9	9	0	0.00%
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	5	5	0	0.00%
1171	EQUIPMENT OPERATOR SR. STREETS	2	2	0	0.00%
1172	SUPERVISOR STREETS	1	1	0	0.00%
1173	SUPERINTENDENT STREETS	1	1	1	100.00%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
206	MILLER, QUINTON	1173101	SUPERINTENDENT STREETS	12/22/2000	2/28/2025
1378	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0.00%
Location: 4325 SPECIAL ELECTRONICS		2	2	0	0.00%
1165	TRAFFIC SIGNAL TECHNICIAN	1	1	0	0.00%
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%
Location: 4331 AIRPORT - ADMINISTRATION		7	6	1	15.38%
1175	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%
1177	AIR CENTER DEPUTY DIRECTOR	2	1	1	66.67%

Employee Turnover



Period Start Date: 2/1/2025
Period End Date: 2/28/2025

Employee #	Name	Position Code	Description	Hire Date	Termination Date
<u>3902 LANFOR, JENNA</u>		1279101	AIRPORT PROPERTY AND CONTRACTS COORDINATOR	9/20/2021	2/14/2025
1270	AIRPORT SECURITY COORDINATOR	1	1	0	0.00%
1279	AIRPORT PROPERTY/CONTRACTS COR	1	1	0	0.00%
1417	ASST. AIRPORT SECURITY COORD.	1	1	0	0.00%
1428	DIRECTOR RIAC	0	0	0	NaN
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%
Location: 4332 AIRPORT - OPERATIONS		4	5	0	0.00%
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	2	3	0	0.00%
Location: 4341 SANITATION		27	29	0	0.00%
1182	ADMINISTRATIVE ASSISTANT SR	1	1	0	0.00%
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1184	SANITATION WORKER SR.	3	3	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	14	15	0	0.00%
1186	SOLID WASTE/FACILITY MANAGER	1	1	0	0.00%
1373	HEAVY-DUTY TECHNICIAN	4	4	0	0.00%
1374	LUBE TECHNICIAN	1	1	0	0.00%
1375	PARTS TECHNICIAN	1	1	0	0.00%
1420	ADMIN ASSISTANT TEMP	0	1	0	0.00%
Location: 4342 LANDFILL		11	9	2	20.00%
1187	ACCOUNTING TECHNICIAN II	1	1	0	0.00%
1189	EQUIPMENT OPERATOR	5	5	0	0.00%
1191	SANITATION WORKER	1	1	0	0.00%
1284	EQUIPMENT OPERATOR	2	1	1	66.67%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
<u>4647 GENSLE, WALTER</u>		1284101	EQUIPMENT OPERATOR SANITATION	1/13/2025	2/7/2025
1330	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458	SCALE HOUSE ATTENDANT	1	0	1	200.00%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
<u>4591 CRUZ, ALYSSA</u>		1458101	SCALE HOUSE ATTENDANT	9/3/2024	2/11/2025
Location: 4352 WATER - CUSTOMER SERVICE		13	12	2	16.00%
1193	CUSTOMER SERVICE CLERK	7	6	1	15.38%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
<u>4644 HUNTER, STEPHANIE</u>		1193101	CUSTOMER SERVICE CLERK	12/16/2024	2/26/2025
1348	METER READER	4	4	1	25.00%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
<u>3800 VALADEZ, ANDREW</u>		1348103	METER READER	1/21/2025	2/26/2025
1357	UTILITIES BILLING CS LEAD	1	1	0	0.00%
1460	UTILITIES BILLING MANAGER	1	1	0	0.00%

Employee Turnover

Period Start Date: 2/1/2025
Period End Date: 2/28/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4353 CENTRAL CONTROL		7	7	0	0.00%
1196	WATER PRODUCTION OPERATOR	5	5	0	0.00%
1197	ADMIN. ASST. SR. CENT. CONTR.	1	1	0	0.00%
1292	WATER PRODUCTION OPERATOR SR	1	1	0	0.00%
Location: 4354 PUBLIC WORKS		29	29	0	0.00%
1201	ADMIN. ASSISTANT SR. WATER	1	1	0	0.00%
1202	WAREHOUSE WORKER	1	1	0	0.00%
1203	WAREHOUSE WORKER SR.	1	1	0	0.00%
1204	W & S MAINTENANCE WORKER II	0	0	0	NaN
1205	MAINTENANCE WORKER SR. WATER	2	2	0	0.00%
1206	EQUIPMENT OPERATOR WATER	5	5	0	0.00%
1208	SUPERINTENDENT WATER	1	1	0	0.00%
1209	SUPERVISOR WATER	1	1	0	0.00%
1266	UTILITY DIRECTOR	1	1	0	0.00%
1276	UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%
1286	W & S MAINTENANCE WORKER I	7	7	0	0.00%
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1327	WORKFLOW COORD/INSPECTOR	1	1	0	0.00%
1372	UTILITY CONSTR COORDINATOR	1	1	0	0.00%
1377	METER MAINTENANCE TECHNICIAN	3	3	0	0.00%
1407	WATER CONSERVATION SPECIALIST	1	1	0	0.00%
Location: 4355 WWTP		12	12	0	0.00%
1211	ADMIN. ASSISTANT SR. WWTP	1	1	0	0.00%
1212	PRETREATMENT COORDINATOR WWTP	1	1	0	0.00%
1213	OPERATOR WWTP	5	5	0	0.00%
1214	OPERATOR SR. WWTP	1	1	0	0.00%
1216	SUPERINTENDENT WWTP	1	1	0	0.00%
1283	WWTP ELECTRICIAN	1	1	0	0.00%
1311	MAINTENANCE WORKER WWTP	2	2	0	0.00%
Location: 4356 WWTP - SEWER MAINTENANCE		5	6	0	0.00%
1219	EQUIPMENT OPERATOR WWTP	3	4	0	0.00%
1454	EQUIPMENT OPERATOR SR. WWTP	2	2	0	0.00%
Location: 4358 WWTP - CITY LAB		3	3	0	0.00%
1221	LAB TECHNICIAN ASSISTANT WWTP	2	2	0	0.00%
1222	LABORATORY TECHNICIAN WWTP	1	1	0	0.00%
Location: 4411 CEMETERY		9	9	0	0.00%
1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%
1224	GROUNDS MAINT. WORKER CEMETERY	3	3	0	0.00%
1225	GROUNDS MAINT. WORKER SR. CEM.	3	3	0	0.00%
1226	SUPERINTENDENT CEMETERY	1	1	0	0.00%

Employee Turnover



Period Start Date: 2/1/2025
Period End Date: 2/28/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT		17	19	0	0.00%
1043	CUSTODIAN	1	1	0	0.00%
1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	12	14	0	0.00%
1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%
1295	ADMINISTRATIVE ASSISTANT SR.	1	1	0	0.00%
Location: 4631 INFORMATION TECHNOLOGY		6	6	0	0.00%
1233	INFORMATION TECHNOLOGY TECH.	1	1	0	0.00%
1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%
1235	IT TECHNICIAN SR.	2	2	0	0.00%
1364	NETWORK ADMINISTRATOR ENGINEER	1	1	0	0.00%
1446	SYSTEMS & DATA INTEGRATION SPE	1	1	0	0.00%
Location: 4656 CONSOLIDATED DISPATCH		15	13	2	14.29%
1236	EMERGENCY COMM. DISPATCHER	8	6	2	28.57%
Employee #	Name	Position Code	Description	Hire Date	Termination Date
4183	GONZALES, BRAYLENE	1193101	CUSTOMER SERVICE CLERK	1/6/2025	2/5/2025
4574	LOPEZ, ALEXIS	1236108	EMERGENCY COMM. DISPATCHER	8/5/2024	2/7/2025
1237	EMERGENCY COMM. SUPERVISOR	4	4	0	0.00%
1238	DEPARTMENT MANAGER DISPATCH	1	1	0	0.00%
1257	OPERATIONS COORDINATOR	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 5.

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

City Clerk Department Report

Attachments

City Clerk Department Report March 2025

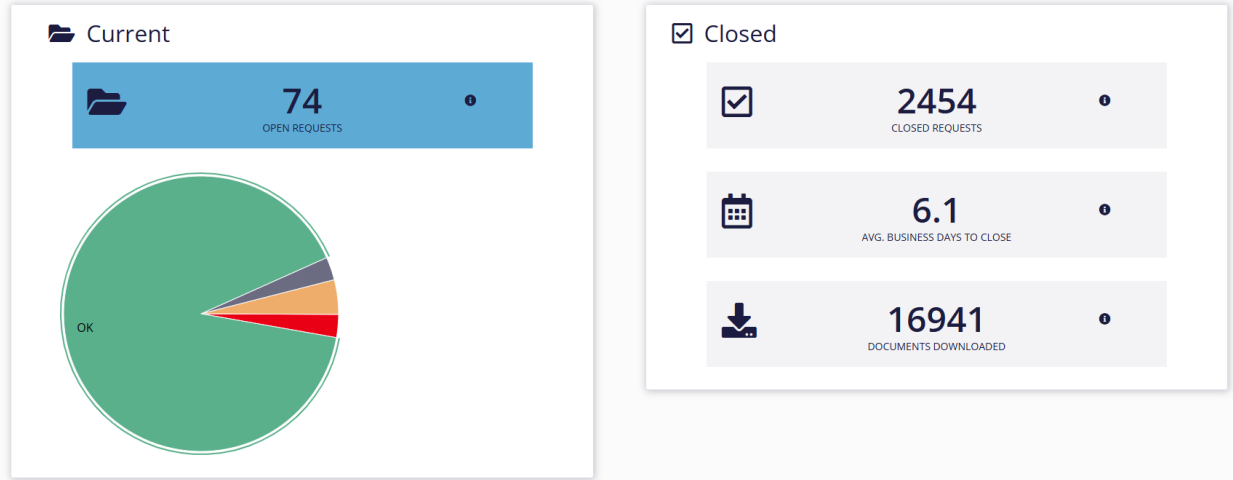
March 2025 Monthly Report – City Clerk’s Office

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

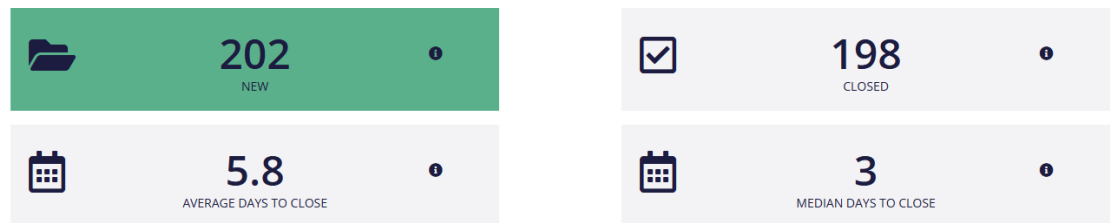
- Process incoming and outgoing mail for the city
- Schedule conference rooms in City Hall
- Request to activate/deactivate alarm codes for exit or new employees
- Field and answer all calls/questions staff
- Attend City Council meetings and various standing committee meetings
- Review and post all committee meeting agendas. Publish approved meeting minutes. Draft minutes and various cancellations for the following committees:
 - Airport Advisory Board
 - Cemetery Commission on Aging
 - Commission of Aging
 - Drought Contingency Task Force
 - Keep Roswell Beautiful
 - Occupancy Tax Board
 - Parks and Recreation
 - Pecos Valley Regional Communication Center
 - Planning & Zoning
 - Roswell Museum BOT
 - Roswell Public Library

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

ADMIN DASHBOARD



Feb 20, 2025 - Mar 19, 2025



Department

City Clerk	<u>New</u>
Municipal Court	42
PVRCC (Chaves County Sheriff's Office)	3
Roswell PD	9
	155

Cost Recovery: Payments received from requesters via NextRequest

	<u>Requests</u>	<u>Amount</u>
Total Invoices	94	\$989.00
YTD	256	\$2,632.00

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 6.

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Legal Department Communications Report February/ March 2025

Attachments

Legal Communication Report Feb/March 2025

Settled Claims Feb/Mar 2025



City Attorney

COMMUNICATION

March 27, 2025

From Hess Yntema, City Attorney

To: Regular Meeting City of Roswell Council

RE: Administratively Executed Settlements- February/ March 2025

Mayor Pro Tem and members of the Council,

1. Settlements

Below please find the administrative settlement that were made under the authority granted in Roswell Code Chapter 2, Art. 4 §2-85 (f).

[illegible]

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Discussion of current Nuisance Ordinance, Chapter 16 Roswell, NM Code of Ordinances.

BACKGROUND:

Initiated by: Jessica Vickers

FINANCIAL CONSIDERATION:

See Fiscal Impact below.

LEGAL REVIEW:

None at this time.

BOARD AND COMMITTEE ACTION:

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

STAFF RECOMMENDATION:

Discussion of current Nuisance Ordinance, Chapter 16 Roswell, NM Code of Ordinances.

Attachments

Nuisance Ordinance

Chapter 16 - NUISANCES

Footnotes:

--- (1) ---

Editor's note— Ord. No. 21-05, § 1, adopted June 10, 2021, repealed the former ch. 16, §§ 16-1—16-12, 16-16—16-33, 16-36—16-45, 16-61—16-67, and enacted a new ch. 16 as set out herein. The former ch. 16 pertained to similar subject matter and derived from Code 1984 §§ 15-1—15-18, 16-21, 16-25, 16-29, 19-1—19-7, 27-100—27-109; Ord. No. 1239, adopted April, 1993; Ord. No. 1298, adopted Feb., 1998; Ord. No. 1320, adopted April, 1999; Ord. No. 00-3, § 6, adopted June, 2000; Ord. No. 3-10, adopted Aug., 2003; Ord. No. 04-06, adopted March, 2004; Ord. No. 04-09, adopted Aug., 2004; Ord. No. 15-11, § 1, adopted Aug. 6, 2015; Ord. No. 18-11, §§ 1, 4, adopted June 13, 2019.

ARTICLE I. - IN GENERAL

Sec. 16-1. - Prohibited generally; abatement.

It shall be unlawful for any person within the city to permit, suffer or maintain the existence of any nuisance in fact upon any property under his control. The chief of police and the code enforcement officer are hereby authorized to abate any such nuisance existing within the city.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-2. - Public nuisances, generally.

It shall be unlawful for any person to commit public nuisance, consisting of knowingly creating, performing or maintaining anything affecting any number of citizens without lawful authority which is either:

- (1) Injurious to public health, safety, morals or welfare; or
- (2) Interferes with the exercise and enjoyment of both public and private property rights.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-3. - Storage of junk.

All dealers in secondhand goods or junk shall keep the goods or junk in an enclosed building, so as to protect it from the weather, to prevent the accumulation of water, or other trash and substances such as will make the same a nuisance.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-4. - Overgrown property.

- (a) Overgrown property is property which constitutes plants, weeds, trees and grass protruding over public pathways, or property which by the constitution of its vegetation, may be deemed to be a fire hazard, or one which has become an eyesore or likely to cause the breeding of vermin and other pests, due to lack of maintenance.
- (b) No owner, lessee or occupant or the agent, representative or employee of such owner, lessee or occupant, having control of any lot, tract or parcel of land or any part thereof within the city shall allow, permit or maintain, any overgrown property.

This subsection shall not be construed to apply to alfalfa or other agricultural crops, farm or garden produce or other cultivated products.

- (c) Whenever any nuisance prohibited in this section shall be found to exist upon private property within the city, the code enforcement officer shall order, in writing, the owner, lessee or occupant or the person who permits such nuisance to exist to cut and remove the same within ten days after the service of such notice upon them.
- (d) In the event any such property owner or the person who permits such nuisance to exist shall fail to comply with such order, any person interested shall file a complaint for violation of this section, and the city may elect to cause the nuisance to be abated by removal of the weeds and shall have a lien against the property for the costs of such removal.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-5. - Offensive matter.

- (a) No person shall permit any ground, building, ditch or other premises within the city, owned or occupied by them, or of which they shall be the agent having charge of the same, to become or be offensive, nauseous, hurtful or dangerous to the neighborhood or travelers, by reason of stagnant water, dead animals or from any cause.
- (b) No person shall allow to flow from any house, shop, factory, stable, slaughterhouse or any place any foul or nauseous liquid or substance of any kind whatsoever into or upon any adjacent ground or lot or into any street, alley or ditch within the city, so as to be offensive, nauseous, hurtful or dangerous. No person shall deposit in any such place any filth, litter or refuse or any carcass or thing so as to be offensive, nauseous, hurtful or dangerous to any portion of the inhabitants of the city.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-6. - Unsanitary or hazardous premises; certain solid wastes.

- (a) It shall be unlawful for any person to permit or cause to remain in or about his premises any solid waste, automobiles not in operating condition, waste water or any conglomeration or residue thereof, which emits odors or serves as a feeding or breeding place for flies, insects or rodents, obstructs pedestrian traffic, or which is otherwise unsanitary, hazardous, or injurious to public health.
- (b) The accumulation of building materials, pipes, lumber or boxes may be maintained on such premises if such accumulation is evenly piled and stacked for a period not to exceed 90 days as determined by the code enforcement officer.
- (c) It shall be unlawful for any person to permit in the area surrounding mechanically transported dumpsters and racks any, accumulation of weeds, tall grass, brush, briars, tree sprouts and solid waste scattered by reason of overturned dumpsters; and all persons shall keep the lids on the dumpsters closed at all times to prevent the scattering of solid waste.
- (d) Every premises intended for or actually used for human habitation or occupation is required to maintain access to a source of potable water and sewage system, and shall be connected to city water and sewage utility system, as described in chapter 26, unless the owner demonstrates access to private water and sewage systems meeting all applicable municipal, state and federal requirements.
- (e) All outside storage of materials shall comply with article 52, section 9 of the Roswell Zoning Ordinance.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-7. - Abandonment of dangerous containers.

It shall be unlawful for any person to commit abandonment of dangerous containers, consisting of abandoning, discarding or keeping in any place accessible to children, any refrigerator, icebox, freezer, airtight container, cabinet or similar container, of a capacity of one and one-half cubic feet or more, which is no longer in use, without having the attached doors, hinges, lids or latches removed or without sealing the doors or other entrances so as to make it impossible for anyone to be imprisoned therein.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-8. - Inspections.

- (a) City code enforcement officers are authorized to conduct inspectorial searches, as that term is defined in NMSA 1978, § 24-1-16, in order to investigate the existence on or in any real property within the city of a public nuisance or other violation of this chapter.
- (b) Such officers may enter, at all reasonable times, if the officer has the occupant's or custodian's consent, any real property within the city to ascertain the existence of any public nuisance.

- (c) In the event that consent to an inspectorial search has been refused or is otherwise unobtainable within a reasonable period of time, the officer may apply to the presiding judge of the city municipal court for an inspection order. The application shall state by oath or affirmation of the code enforcement officer the facts alleged showing probable cause of the existence of a public nuisance or other violation of this chapter in or upon the real property and the basis of such alleged facts. The judge shall, upon a finding of probable cause, issue an inspection order detailing the real property to be inspected and the alleged public nuisance to be abated.
- (d) Notwithstanding the foregoing, whenever it reasonably appears to any code enforcement officer that there may be a public nuisance or other violation of this chapter imminently dangerous to health and safety, the detection or correction of which requires immediate access, without prior notice, to premises for purposes of inspectorial search, and if consent to such search is refused or cannot be promptly obtained, the code enforcement officer may make an emergency inspectorial search of the premises without an inspection order.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-9. - Roswell Smoke Free Air Act of 2004.

- (a) *Findings and intent.* The city council finds that secondhand tobacco smoke is a significant health hazard and declares that the purpose of this ordinance is to protect the public health and welfare by prohibiting smoking in public places and places of employment.
- (b) *Definitions.*

Act means the provisions of the section entitled as the "Roswell Smoke Free Air Act of 2004," together with any amendments thereto, codified as section 16-9 of the Roswell City Code.

Designated outdoor smoking area means an area where smoking may be permitted in an outdoor patio area of a private club that is not covered by a roof which is part of a building or extension of such building, and which has been designated by an employer or manager as such, provided that the following conditions are maintained:

- (1) Smoking shall not be permitted near any building entrance, including a door, window or ventilation system of any facility where smoking is permitted, so as to prevent secondhand smoke from entering the indoor portion of the place of employment or the indoor portion of a public place; and
- (2) Employees or members of the general public are not required to walk through the designated smoking area to gain entrance to the indoor portion of a place of employment or the indoor portion of a public place;
- (3) Signs shall be conspicuously posted indicating that the patio area is a designated smoking area under this Act; and
- (4)

Complies in all respects with the provisions of the Dee Johnson Clean Indoor Act (NMSA 1978, § 24-16-1 et seq.) as pertains to designated smoking areas.

To the extent permitted by the provisions of the Dee Johnson Clean Indoor Air Act, a designated outdoor smoking area may have privacy or decorative screening on the perimeters of such patio area, provided that it is not covered by a roof, canopy, awning or fabric.

Employee means a person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and a person who volunteers his or her services for a non-profit entity.

Employer means a person, business, partnership, association, corporation, including a municipal corporation, trust or non-profit entity that employs the services of one or more individual persons.

Enclosed area means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows (exclusive of doorways) that extend from the floor to the ceiling, and include patio areas at restaurants or private clubs that are not designated outdoor smoking areas.

Place of employment means an area under the control of a public or private employer at which more than one person is present during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, and hallways. A private residence is not a "place of employment" unless it is used as a child care, adult day care, or health care facility.

Public place means an enclosed area to which the public is invited or permitted or to which members of a club, country club, lodge, or fraternal organization are invited or permitted, including but not limited to, banks, bars, bingo facilities, bowling alleys, educational facilities, government buildings, health care facilities, health clubs, laundromats, lounges, professional offices, public transportation vehicles and facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports arenas, theaters, and waiting rooms. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

Restaurant means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include an attached bar and any outdoor patio area.

Retail tobacco store means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.

Section means the numbered sections that comprise the provisions of this ordinance.

Smoking means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe or other tobacco product in any manner or in any form.

- (c) *Prohibition of smoking in public places; exceptions.* Smoking shall be prohibited in all enclosed public places within the city, except for patio areas of private clubs that are designated outdoor smoking areas, but only during such times and dates for those events previously authorized by a special permit issued by the city clerk, which shall be limited to four events per month. The times and dates of said events shall be conspicuously posted at the private club and on the club's website. No event shall last longer than six hours. During such events, service of food or drink by employees of the private club shall not take place in the outdoor designated smoking area.
- (d) *Prohibition of smoking in places of employment: exceptions.*
- (1) Smoking shall be prohibited in all enclosed facilities within places of employment, except as provided in subsections (3) and (4) of this subsection. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, and all other enclosed facilities.
 - (2) This prohibition on smoking shall be communicated to all existing employees no later than the effective date of this Act and to all prospective employees upon their application for employment.
 - (2) Smoking is permitted in an enclosed office or room within a place of employment or in a vehicle used in employment, provided that:
 - a. The smokers are the only persons present in the room or office; and
 - b. The smoke does not enter areas where other persons are present or permitted; and
 - c. The smoke is filtered or otherwise dissipates before other persons enter the room or office.

This exception does not apply to places declared to be entirely nonsmoking pursuant to subsection (h).
 - (4) Smoking is permitted in a designated outdoor smoking area of a private club within a place of employment, but only when authorized by a special permit issued by the city clerk as provided in subsection (c) above.
- (e) *Reasonable distance.* Smoking is prohibited within 15 feet of any public entrance outside an enclosed area where smoking is prohibited, so as to insure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means.
- (f) *Where smoking not regulated.* Notwithstanding any other provision of this Act to the contrary, the following areas shall be exempt from the provisions of subsections (c) and (d):
- (1) Private residences, except when used as a child care, adult day care, or health care facility.
 - (2) Hotel and motel rooms that are rented to guests and are designated as smoking rooms.
 - (3)

Retail tobacco stores; provide that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this Act.

- (4) Private and semi-private rooms in nursing homes and long-term care facilities that are occupied by one or more persons, all of whom are smokers and have requested in writing to be placed in a room where smoking is permitted.
- (5) Outdoor areas of places of employment except those covered by the provisions of subsection (e), and except for patio areas of restaurants or private clubs that are not designated outdoor smoking areas.
- (6) Vehicles parked at a drive-in restaurant or driving in a drive-through area of a restaurant or other drive-through facility.
- (g) *Declaration of establishment as nonsmoking.* Notwithstanding any other provision of this Act, an owner, operator, manager, or other person in control of an establishment, facility or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of subsection (h) (1) is posted.
- (h) *Posting of signs.*
 - (1) "No Smoking" signs or the international "No Smoking" symbol (consisting of a representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this Act, by the owner, operator, manager or other person in control of that place. Office buildings and shopping malls with multiple tenants may display such signs at all public entrances to the building or shopping mall, rather than at the office or store of each tenant.
 - (2) All ashtrays shall be removed from any area where smoking is prohibited by this Act by the owner, operator, manager, or other person having control of the area.
- (i) *Non-retaliation.* No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment or customer because that employee, applicant or customer exercises any rights afforded by this Act or reports or attempts to prosecute a violation of this Act. No employee shall be required to work in a designated outdoor smoking area.
- (j) *Enforcement.*
 - (1) Enforcement of the provisions of this Act shall be by citation from the city police department, the city fire inspector(s), or the city code enforcement officers.
 - (2) Whenever necessary to make an inspection to enforce any of the provisions of this Act or whenever the officers defined in paragraph (1) of this subsection have reasonable cause to believe that there exists a violation of this section the officer may enter the building or

premises at all reasonable times and to inspect the same to perform any such duties imposed upon the officer by this section.

- (3) Notice of the provisions of this Act shall be given to all applicants for a business license in the city.
 - (4) Any citizen who desires to register a complaint under this article may initiate enforcement with the code enforcement department of the city.
 - (5) The fire department, code enforcement department or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this Act.
 - (6) An owner, manager, operator, or employee of an establishment regulated by this Act shall inform persons violating this article of the appropriate provisions thereof.
 - (7) Notwithstanding any other provision of this Act, an employee or private citizen may bring legal action to enforce this Act.
 - (8) In addition to the remedies provided by the provisions of this section, the city code enforcement department or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment, to comply with the provisions of this Act, may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.
- (k) *Violations and penalties.*
- (1) A person who smokes in an area where smoking is prohibited by the provisions of this Act shall be guilty of a petty misdemeanor, punishable by a fine not exceeding \$50.00.
 - (2) A person who owns, manages, operates or otherwise controls a public place or place of employment and who fails to comply with the provisions of subsection (h) of this Act shall be guilty of a petty misdemeanor, punishable by:
 - a. A warning for a first violation.
 - b. A fine not exceeding \$100.00 for a second violation within one year after the warning.
 - c. A fine not exceeding \$200.00 for each additional violation within one year after the warning.
- (l) *Other applicable laws.* This Act shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.
- (m) *Liberal construction.* This Act shall be liberally construed so as to further its purposes.
- (n) *Severability.* If any provision, clause, sentence or paragraph of this section or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this Act which can be given effect without the invalid provision or application, and to this end the provisions of this Act are declared to be severable.

(o) *Effective date.* This Act shall be effective August 1, 2004.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-10. - Noise generally.

- (a) It shall be unlawful for any person within the city to create any unreasonably loud, disturbing or unnecessary noise or noise of such character, intensity or duration as to be detrimental to the repose, life or health of others.
- (b) Without limiting the generality of subsection (a), the following acts within the city shall be unlawful:
 - (1) The continuous sounding of any horn or other signal device on any automobile, truck, bus or motorcycle, except in accordance with state law.
 - (2) The playing of any radio, stereo, CD player, cassette player, television, musical instrument, or other audio device in such a manner or with such volume as to interfere with conversation at 75 feet from the source of the noise.
 - (3) The use of any automobile, truck, bus, motorcycle or internal-combustion engine so out of repair or so loaded or in such a manner as to create loud and unnecessary grating, grinding, rattling or other noise.
 - (4) The use of any loudspeaker, public-address system, instrument or device to attract attention, perform a show, sell or display merchandise, or while on the streets, sidewalks or alleys between the hours of 10:00 p.m. and 6:00 a.m.
 - (5) The use upon the streets, alleys, sidewalks or any other public place any type of public address system or loudspeaker, without having first obtained permission from the chief of police.
 - (6) The sounding of any device or piece of equipment, including but not limited to a retarder, which helps slow a motor vehicle's rate of speed. When activated a retarder creates noise through the vehicles exhaust system. A retarder means any exhaust and/or engine device used to slow down a motor vehicle's rate of speed.
 - (7) Excessive use of a generator in residentially zoned areas and after daylight hours.
- (c) Exceptions to the noise ordinance in residential zoning districts are as follows:
 - (1) Sporting events, limited to no more than one event per month and no later than 11:00 pm.
 - (2) Licensed construction activities.
 - (3) Emergency vehicles and warning sirens.
 - (4) Block parties approved by the city police department.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-11. - Dwellings unfit for human habitation.

- (a) Dwellings which are unfit for human habitation include, but are not limited to, those which are unfit due to dilapidation, defects increasing risk of fire, accidents, or other calamities, lack of ventilation, light, sanitary facilities, uncleanness, dilapidation, or structural defects, or which are otherwise unsafe or unsanitary or dangerous or detrimental to the health, safety, or welfare of the occupants of the dwelling, occupants of neighboring dwellings or other residents of the municipality, or which have a blighting influence on neighboring properties, or which are in violation of any health, fire, building, or zoning regulations or any other laws or regulations relating to the use of land and the use and occupancy of buildings and improvements, shall be subject to this chapter.
- (b) By adopting this section, the city is authorized by statute to require or cause the repair, closing, demolition, or removal of a dwelling unfit for human habitation as provided for in this section.

Dwelling means any building or structure or part thereof intended to be used for human occupancy and includes any appurtenances usually enjoyed in the dwelling.

- (c) The city manager is appointed to exercise the powers prescribed by this chapter.
 - (1) The city manager is also authorized to exercise powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of the Urban Development Law, including the following powers, in addition to others granted in the Urban Development Law, NMSA 1978 § 3-46-43:
 - a. To have city code enforcement officers investigate the dwelling conditions in the municipality in order to determine which dwellings are unfit for human habitation;
 - b. To administer oaths and affirmations, examine witnesses, and receive evidence;
 - c. To have city code enforcement officers enter upon such premises for the purpose of making examinations, provided that the entries shall be made in a manner as to cause the least possible inconvenience to those involved and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted;
 - d. To appoint and fix the duties of any officers, agents, and employees as it deems necessary to carry out the purposes of the ordinance; and
 - e. To delegate any of his or her functions and powers under the ordinance to officers, agents, and employees as he may designate.
- (d) Whenever it appears to the city manager that a dwelling is unfit for human habitation, the city manager shall, if a preliminary investigation discloses a basis for the charges issue and cause to be served on the owner, every mortgagee of record, and all parties in interest in that dwelling, a complaint stating the charges and including the following:

(1)

Notice that a hearing will be held before the city council, at a place named in the complaint, not less than ten or more than 30 days after the serving of the complaint;

- (2) Notice that the owner, mortgagee, and parties in interest shall be given the right to file an answer to the complaint and to appear in person or otherwise and give testimony at the place and time fixed in the complaint; and
 - (3) Notice that the rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the city manager or his designee.
- (e) If, after notice and hearing, the city council determines that the dwelling under consideration is unfit for human habitation, it shall state in writing its findings of fact in support of that determination and shall cause to be served upon the owner an order, in writing, that advises the owner of his rights under this section, and that:
- (1) If the repair, alteration or improvement of the dwelling can be made at a reasonable cost in relation to the value of the dwelling, the city manager shall fix a certain percentage of cost as being reasonable for that purpose and require the owner, within the time fixed in the order, to repair, alter, or improve the dwelling to render it fit for human habitation, or to vacate and close the dwelling as a human habitation, the latter only after following statutory procedures regarding tenants' rights; or
 - (2) If the repair, alteration, or improvement of the dwelling cannot be made at a reasonable cost in relation to the value of the dwelling, the city manager shall fix a certain percentage of the cost as being reasonable for the purpose and require the owner, within the time specified in the order, to remove or demolish the dwelling;
 - (3) If the owner fails to comply with an order to repair, alter, improve, or vacate and close the dwellings, the city manager may cause the dwelling to be repaired, altered, or improved, or to be vacated and closed;
 - (4) If the owner fails to comply with an order to remove or demolish the dwelling, the city manager may cause the dwelling to be removed and demolished; and
 - (5) The amount of the cost of repairs, alterations, or improvements, or the vacating and closing, or the removal and demolition shall be assessed as a lien against the real property upon which the cost was incurred; and
 - a. If the dwelling is removed or demolished by order of the city manager, the city shall sell the materials of the dwelling, if any, and credit the proceeds of the sale against the cost of the removal or demolition; and
 - b. Any balance remaining shall be deposited in the district court by the city manager and shall be secured in the manner as may be directed by the court, and shall be disbursed by the court to the person(s) found to be entitled to the balance by final order or decree of the court.

- (f) Complaints or orders issued by the city manager shall be served upon persons either personally or by registered mail. If the whereabouts of the persons are unknown and cannot be ascertained by the city manager in the exercise of reasonable diligence, and the city attorney makes an affidavit to that effect, then the serving of the complaint or order upon the persons may be made by publishing the complaint or order once each week for two consecutive weeks in a newspaper printed and published in the municipality. A copy of the complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A copy of the complaint or order shall also be filed with the clerk of the county in which the dwelling is located. Filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.
- (g) Any person affected by an order issued by the city manager may file an appeal pursuant to the provisions of NMSA 1978, § 12-8A-1.
- (h) Nothing in this section shall be construed to abrogate or impair the powers of the courts or of a department of a municipality to enforce any provisions of its ordinances or regulations, or to prevent or punish violations thereof. The powers conferred by this section shall be in addition and supplemental to the powers conferred by any other law.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-12. - Dangerous buildings or debris; removal; notice; right of city to remove; lien.

- (a) Whenever any building or structure is ruined, damaged and dilapidated, or any premise is covered with ruins, rubbish, wreckage or debris, the city council may by resolution find that the ruined, damaged and dilapidated building, structure or premises is a menace to the public comfort, health, peace or safety and require the removal from the city of the building, structure, ruins, rubbish, wreckage or debris.
- (b) A copy of the resolution shall be served on the owner, occupant or agent in charge of the building, structure or premises. If the owner, as shown by the real estate records of the county clerk, occupant or agent in charge of the building, structure or premises cannot be served within the city, a copy of the resolution shall be posted on the building, structure or premises and a copy of the resolution shall be published one time.
- (c) Within ten days of the receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure or premise shall commence removing the building, structure, ruin, rubbish, wreckage or debris, or file a written objection with the municipal clerk asking for a hearing before the city council.
- (d) If a written objection is filed as required in this section, the city council shall:
 - (1) Fix a date for a hearing on its resolution and the objection;
 - (2) Consider all evidence for and against the removal resolution at the hearing; and

(3) Determine if its resolution should be enforced or rescinded.

(e) Any person aggrieved by the determination of city council may appeal to the district court by:

(1) Giving notice of appeal to the city clerk within five days after the determination made by the city council; and

(2) Filing a petition in the district court within 20 days after the determination made by the city council. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

(f) If the owner, occupant or agent in charge of the building, structure or premises fails to commence removing the building, structure, ruins, rubbish, wreckage or debris:

(1) Within ten days of being served a copy of the resolution or of the posting and publishing of the resolution; or

(2) Within five days of the determination by the city council that the resolution shall be enforced; or

(3) After the district court enters judgment sustaining the determination of the city council, the city may remove the building, structure, ruins, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided in NMSA 1978, §§ 3-36-1 through 3-36-6.

(g) The city may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

(h) Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

(Ord. No. 21-05, § 1, 6-10-2021)

Secs. 16-13—16-15. - Reserved.

ARTICLE II. - LITTER

Sec. 16-16. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Aircraft means any contrivance now known or hereafter invented, used or designated for navigation or for flight in the air. The word "aircraft" shall include helicopters and lighter-than-air dirigibles and balloons.

Authorized receptacle means a litter storage and collection receptacle as required and authorized by ordinance.

Commercial handbill means any printed or written matter, any sample pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature:

- (1) Which advertises for sale of any merchandise, product, commodity, or thing; or
- (2) Which directs attention to any business or mercantile or commercial establishment or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or
- (3) Which directs attention to or advertises any meeting, theatrical performance, exhibition, or event of any kind, for which an admission fee is charged for the purpose of private gain or profit;
- (4) Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement, and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.

Garbage means putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

Litter means garbage, refuse, and rubbish and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

Noncommercial handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a commercial handbill or newspaper.

Park means a park, reservation, playground, beach, recreation center, zoo, golf course, or any other public area in the city, owned or used by the city and devoted to active or passive recreation.

Private premises or land means any dwelling, house, building, or other structure, designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, land without buildings, walk, driveway, porch, steps, vestibule or mailbox belonging or appurtenant to such dwelling, house, building, or other structure.

Public place means any and all streets, sidewalks, boulevards, alleys or other public parks, sources, spaces, drainage channels, grounds and buildings.

Refuse means all putrescible and nonputrescible solid wastes (except body waste), including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and solid market and industrial wastes.

Rubbish means nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery and similar materials.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-17. - Litter in public places generally.

No person shall throw or deposit litter in or upon any street, sidewalk, or other public place within the city except in public receptacles or authorized private receptacles for collection, or in official city sanitary landfill.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-18. - Placement in receptacles so as to prevent scattering.

Persons placing litter in public receptacles or in authorized private receptacles shall do so in such manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public or private place.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-19. - Sweeping litter into gutters, etc.

No person shall sweep into or deposit in any gutter, street or other public or private place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk or driveways abutting their premises clean and free of litter. No person shall blow leaves or clippings into the gutter.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-20. - Merchant's duty to keep sidewalks free of litter.

No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public or private place within the city the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business within the city shall keep the sidewalk abutting their business premises clean and free of litter.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-21. - Litter thrown by persons in vehicles.

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any private property, any street or other public place within the city.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-22. - Truck loads causing litter.

No person shall drive or move any truck or other vehicle within the city unless such vehicle is so constructed or loaded as to prevent any load or contents of litter from being blown or deposited upon any street, alley or other private or public place.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-23. - Litter in parks.

No person shall throw or deposit in any part within the city except in public receptacles and in such manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other private or public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-24. - Litter in lakes or streams.

No person shall throw or deposit litter in any pond, lake, stream, flood control, storm drainage area, or any other body of water in a park or elsewhere in the city.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-25. - Littering from aircraft.

No person in an aircraft shall throw out, drop or deposit within the city any letter, handbill or any other object.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-26. - Depositing handbills on uninhabited or vacant premises.

No person shall throw or deposit any commercial or noncommercial handbill in or upon any private premises which are temporarily or continuously uninhabited or vacant.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-27. - Distribution of handbills on posted premises.

No person shall throw, deposit or distribute any commercial or noncommercial handbill upon or to any private premises, if required by any one thereon not to do so, or if there is placed on said premises in a conspicuous position near the entrance thereof a sign bearing the words "No Trespassing," "No Peddlers" or "Agents," "No Advertisement," or any similar notice, indicating in any manner that the occupants of said premises do not desire to be molested or have their right of privacy disturbed, or to have any such handbills left upon such premises.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-28. - Distribution of handbills at inhabited private premises.

No person shall throw, deposit or distribute any commercial or noncommercial handbill in or upon private premises which are inhabited, except by handing or transmitting any such handbill directly to the owner, occupant, or other person then present in or upon such private premises; provided, however, that in case of inhabited private premises which are not posted, as provided in this chapter. Such person, unless requested by anyone upon such premises not to do so, shall have the authority to place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or sidewalks, streets, or other public places, and except that mailboxes may not be so used when so prohibited by federal postal laws or regulations.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-29. - Posting notices.

No person shall post or affix any notice, poster or other paper or device, calculated to attract the attention of the public, to any lamp post, public utility pole or shade tree, or upon any public structure or building except as may be authorized or required by law.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-30. - Owner to maintain premises free of litter.

The owner or person in control of any private property shall at all times maintain the premises free of litter. This section shall not prohibit the storage of litter in authorized private receptacles for collection.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-31. - Litter of vacant lots.

No person shall throw or deposit litter on any open or vacant private property within the city whether owned by such person or not.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-32. - Littering private property declared nuisance.

Littering of private property, whether it be occupied, inhabited or vacant, by any means whatsoever and the distribution of handbills, unless done pursuant to an exception provided for in the ordinances of the city is hereby declared to be a nuisance. Such nuisance may be abated by imposing a penalty set forth in section 16-33 and by other such means as the governing body deems appropriate in the circumstances.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-33. - Penalties.

It is unlawful to litter as defined in this article.

(Ord. No. 21-05, § 1, 6-10-2021)

Secs. 16-34, 16-35. - Reserved.

ARTICLE III. - STORAGE OR ABANDONED, WRECKED, DISMANTLED OR INOPERATIVE MOTOR VEHICLES

Sec. 16-36. - Violation; nuisance; exceptions.

- (a) No person shall park, store, leave or permit parking, storing or leaving of any motor vehicle of any kind which is in an abandoned, wrecked, dismantled, inoperative or partially dismantled condition, whether attended or not, upon any private property or between a curb and sidewalk or between a curb or lateral line of a roadway, and the adjacent property line within the city for a period of time in excess of 72 hours. The presence of an abandoned, wrecked, dismantled, inoperative or partially dismantled vehicle or parts thereof (except such parts which have been

reconstructed or converted for practical use) on both private property and within the city right-of-way (ROW), is hereby declared a public nuisance which may be abated in accordance with the provisions of this chapter.

(b) The provisions of this section shall not apply to:

- (1) Any vehicle within an enclosed area and out of public view on private property or to any vehicle held in connection with a business enterprise lawfully licensed by the city and properly operated in the appropriate business zone pursuant to the zoning laws of the city;
- (2) Any person who has obtained a permit for the restoration of a motor vehicle pursuant to this chapter while the vehicle is being restored or after restoration is complete. Proof of operable condition after restoration is required.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-37. - Permit; fee; limit.

Any person, upon payment of a fee of \$15.00 may obtain a permit for the restoration of a motor vehicle from the code enforcement office. The permit shall specify the type of vehicle to be restored, the location of the vehicle and the time allowed for restoration; provided, however, in no event shall the time allowed for restoration exceed six months. No more than one permit per location per year may be issued.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-38. - Notice for removal of nuisances.

Whenever it comes to the attention of the code enforcement officer that any nuisance, as defined herein, exists in the city, a notice in writing shall be served upon the occupant of the land where the nuisance exists or, in case there is no such occupant, then upon the owner of the property or his agent, notifying them of the existence of the nuisance and requesting its removal in the time specified in this chapter.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-39. - Owner of vehicle and owner/occupant of property responsible for removal; liable for cost of city removal.

Upon proper notice and an opportunity to be heard, the owner of the abandoned, wrecked, dismantled or inoperative vehicle and the owner or occupant of the private property on which the same is located, either or all of them, shall be responsible for its removal. In the event of removal and disposition by the city, the owner or occupant of the private property where same is located, shall be liable for the expense incurred.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-40. - Sufficient notice thirty days prior to compliance.

The code enforcement officer shall give notice of removal to the owner or occupant of the private property where the abandoned, wrecked, dismantled or inoperative vehicle is located at least 30 days before the time of compliance, which shall be set forth in the notice. It shall constitute sufficient notice when a copy of same is posted in a conspicuous place upon the private property on which the vehicle is located and duplicate copies are sent by certified mail to the owner or occupant of the private property at his last known address.

(Ord. No. 21-05, § 1, 6-10-2021)

Secs. 16-41—16-43. - Reserved.

Sec. 16-44. - Continued violation; removal by code enforcement officer; unlawful to interfere with removal.

If the violation described in the notice has not been remedied within the 30-day period of compliance, the code enforcement officer or his designee shall have the right to remove said motor vehicle from the premises. It shall be unlawful for any person to interfere with, hinder or refuse to allow such person or persons to enter upon the private property for the purpose of removing a vehicle under the provisions of this chapter.

(Ord. No. 21-05, § 1, 6-10-2021)

Secs. 16-45—16-60. - Reserved.

ARTICLE IV. - CHRONIC NUISANCES

Sec. 16-61. - Definitions.

The following terms shall be defined as follows in this article.

Nuisance event . Any of the following activities, behaviors, or conduct occurring on a premises:

- (1) Execution of a search warrant by local (city PD or sheriff's office), state, or federal law enforcement.
- (2) A finding of guilty by municipal or magistrate court of an individual cited or arrested at a location for the following municipal offenses or their state statute equivalence. The event date is the date of citation or arrest:
 - a. Battery, pursuant to section 10-3 of the City Code or its equivalent in New Mexico State Statute.

- b. Possession of drug paraphernalia, pursuant to section 10-7 of the City Code or its equivalent in New Mexico State Statute.
 - c. Disorderly house, pursuant to section 10-90 of the City Code or its equivalent in New Mexico State Statute.
 - d. Discharge of firearm, pursuant to section 10-103 of the City Code or its equivalent in New Mexico State Statute.
 - e. Negligent use of weapon, pursuant to section 10-104 of the City Code or its equivalent in New Mexico State Statute.
 - f. Owner to maintain premises free of litter, pursuant to section 16-30 of the City Code or its equivalent in New Mexico State Statute.
 - g. Storage of, etc. of inoperative motor vehicle, pursuant to section 16-36 of the City Code or its equivalent in New Mexico State Statute.
- (3) The following section 16 infractions shall be considered nuisance events if the governing body has passed a resolution requiring action for these violations listing the specific property. Furthermore, no more than one such action within a six-month period may be considered a triggering event. The date of the governing body action is the date of the event.
- a. Weeds, pursuant to section 16-4 of the City Code or any equivalent in New Mexico State Statute.
 - b. Dangerous building or debris, pursuant to section 16-11 of the City Code or its equivalent in New Mexico State Statute.
- (4) No more than one event within a 48-hour time period shall qualify as a triggering event.

Owner. The owner of the premises and his or her agents.

Premises. An individual dwelling unit, an apartment building (all units included as one premises), or an individual business premises and associated common areas.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-62. - Notice.

Whenever the city attorney determines that four or more nuisance events, as defined by this article, have occurred at a premises during a 12-month period, the city may notify the premises owner in writing. In calculating the requisite nuisance activities. The notice shall contain the street address or legal description sufficient to identify the premises, a description of the nuisance activities that have occurred at the premises, a public nuisances statement indicating that the cost of future enforcement may be assessed as a special charge against the premises, and a notice as to the processes of this article and the appeal rights of the owner. The notice shall be delivered through certified mail.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-63. - Abatement plan.

- (a) Any owner receiving notice pursuant to this section shall contact, whether in person or electronically, the city manager, or his/her designee, within ten days of receipt of such notice. The parties shall review the problems occurring at the property. Within ten days of this meeting, the owner shall submit to the city manager, or his/her designee, an abatement plan to end the nuisance activity on the property. The plan shall also specify a name, address, and telephone number of a person living within 60 miles of the property who can be contacted in the event of further police, fire, or inspection contact.
- (b) The city staff may provide assistance through its partnership agreements or provide access to resources, to the extent permitted by law, to contribute to the alleviation of the nuisance activities. The city, working with the individual shall make every effort to consider the context of the nuisance activity and make reasonable efforts to determine the extent of the property owner's liability in contributing to the activity and shall not seek administrative costs under section 16-80 where an owner is not liable for the nuisance activity.
- (c) To the extent possible, the city and the owner should seek to include any persons renting property from the owner in the meeting to include them in the abatement plan. Without a showing of liability on the part of renters, the abatement plan shall not consist solely of evicting renter of the property.
- (d) The failure of the property owner to respond to the certified mail shall not cause a delay in the enforcement process.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-64. - Additional nuisance activity.

Whenever the city determines that additional nuisance activity has occurred at a premises for which notice has been issued and that this nuisance activity has occurred not less than 15 days after notice has been issued, and that reasonable efforts have not been made to abate the nuisance activity, the city manager may calculate the cost of police response and enforcement for this and any subsequent nuisance activities and cause such charges and administrative costs to be assessed and collected as a special charge.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-65. - Concurrence of the governing body.

- (a) Prior to the issuance of any demand for payment under section 16-63, the governing body must approve a resolution of concurrence of the city manager's findings. Prior to approving a demand for payment against any property, evidence, which may be attached to any resolution, should be

provided to the governing body of the following:

- (1) An abatement plan, which had been agreed upon by the owner, and evidence of a subsequent nuisance event; or
 - (2) The final version of an abatement plan proposed by the city, in the event that the owner refused, and evidence of a subsequent nuisance event; or
 - (3) Reasonable attempts to locate a responsible owner and provide notice as required under this chapter and evidence of a subsequent nuisance event following reasonable attempts at notice.
- (b) "Refused" in this instances means either of the following after having received adequate notice as provided for in this article:
- (1) Failing to present an abatement plan or provide input into the construction of an abatement plan; or
 - (2) Failing to respond via any means.

(Ord. No. 21-05, § 1, 6-10-2021)

Sec. 16-66. - Appeal.

Appeal of the determination of the city manager pursuant to any enforcement action, may be submitted to the city clerk within 30 days of the assessment of the first special charge.

(Ord. No. 21-05, § 1, 6-10-2021)

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews

CHAIR: Juliana Halvorson

ACTION REQUESTED:

Resolution 25-13 - Adoption of Resolution 25-13: Creating a Community Response Team within the City of Roswell Fire Department. (Halvorson/Arnold)

BACKGROUND:

Initiated by: Councilor Cristina Arnold

Staff and community members have been exploring lead programs around the state and the nation, and looking at establishing similar programs and teams locally.

FINANCIAL CONSIDERATION:

To be discussed

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

The Public Safety Committee recommended approval 4-0 at their meeting on February 18, 2025.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resolution 25-13 Creating a Community Response Team within COR Fire Dept
Community Response Team

RESOLUTION 25-13

A RESOLUTION CREATING A COMMUNITY RESPONSE TEAM WITHIN THE CITY OF ROSWELL FIRE DEPARTMENT

WHEREAS, the City of Roswell has experienced a significant rise in incidents related to mental health crises and substance abuse, placing an increasing strain on emergency response resources; and

WHEREAS, the growing number of such incidents requires substantial time and personnel from the City's police, fire, and emergency medical services, often diverting resources from other critical public safety needs; and

WHEREAS, the standard emergency response to these incidents currently involves multiple units, including two law enforcement officers, a fire truck, and an ambulance, with an average round-trip time of approximately two hours and an estimated cost of [\$500] per response; and

WHEREAS, in 2024, Roswell's emergency dispatch received approximately 3,332 calls classified as mental health or substance abuse-related out of a total of approximately 12,000 calls, potentially amounting to an estimated [\$1,666,000] in response costs for those incidents alone; and

WHEREAS, national best practices and data from other municipalities indicate that an alternative response model incorporating specialized crisis intervention personnel can improve outcomes for individuals in crisis while reducing the burden on traditional emergency services; and

WHEREAS, the establishment of a Community Response Team within the Roswell Fire Department, consisting of no less than one law enforcement officer, one paramedic, one mental health clinician or social worker, and one peer-support specialist, would provide a more effective, compassionate, and cost-efficient response to crisis calls; and

WHEREAS, such a team would not only respond to mental health and substance abuse-related crises but also assist individuals in accessing appropriate care, provide de-escalation and crisis intervention services, and offer follow-up support to reduce repeated emergency calls and improve long-term outcomes;

PASSED AND ADOPTED this [INSERT DATE] by the Mayor and City Council of the City of Roswell, New Mexico.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THIS GOVERNING BODY,

That the City of Roswell hereby establishes a COMMUNITY RESPONSE TEAM, within the Roswell Fire Department, to enhance the City's response to mental health and substance abuse-related incidents, improve public safety, and ensure better resource allocation for emergency services. This TEAM Shall be administered consistent with the document included herein titled CREATING A COMMUNITY RESPONSE TEAM WITH THE CITY OF ROSWELL FIRE DEPARTMENT.

PASSED, ADOPTED, SIGNED, and APPROVED on the 13th day of March 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

DRAFT



City of Roswell Community Response Team

Public Safety Committee Meeting
February 18 2025

Introduction

- Purpose: Advocate for the formation of a Community Response Team(CRT) in Roswell.
- Key Benefits: Improved emergency response, reduced law enforcement burden, fiscal benefit and enhanced public safety.

Hybrid Model Program

- Combination of professional first responders and civilian crisis intervention specialists.
- Includes law enforcement, mental health professionals, EMTs, and Peer Support. Under management of Fire & Finance Department.
- Proven success in other municipalities (e.g., Colorado Springs, CO and CORE in San Antonio, TX).

Roswell's Current Need

- Rising mental health and substance abuse incidents.
- This team has the potential to handle 3,332 a year. (9 calls a day)
- Increased strain on police and emergency medical services.
- Growing homelessness and public safety concerns.
- Need for a non-police response to certain crises.

Program Protocol & Operations

- Response team handling non-violent crises, such as 988.
- Dispatch through 911 and non-emergency lines.
- Collaboration with RPD and RFD when necessary.
- Immediate support and follow-up services to prevent recurring incidents.

Program Funding

- **Opioid Settlement Funds:** Addressing substance abuse crises.
- **Public Safety Tax Revenue:** Supporting non-police emergency response.
- **State Legislative Funding & Grants:** Allocating resources for crisis intervention.
- **Cannabis Funds:** Reinvestment into public health and safety.

Program Setup- City Administration

- Placement within the Roswell Fire Department.
- Hiring and training of CRT personnel.
- Crisis Intervention Training of Dispatch and Public Safety staff.
- Development of operational protocols and oversight mechanisms.

Conclusion & Action

- CRT will enhance public safety and emergency response efficiency.
- Funding sources are available to sustain the program.
- Request for committee endorsement and resolution to move forward to the Finance Committee.

Resolution

Questions & Discussion

- CRT Committee members' input.
- Councilmember Input
- Questions or Concerns?
- Next steps for implementation

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of four (4) dilapidated structures. (Toby Franco)

BACKGROUND:

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

FINANCIAL CONSIDERATION:

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

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

This is to be reviewed by the Legal Committee at their meeting on March 27, 2025.

STAFF RECOMMENDATION:

Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of four (4) dilapidated structures.

Attachments

ATT 1 Resolution 25-XX Condemnations

ATT 2 Resolution 25-XX Condemnations

CITY OF ROSWELL
RESOLUTION 25-XX

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

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

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED 10th day of April 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
109 E SUMMIT ST 109 E SUMMIT ST #1/2 SOUTH ROSWELL Block 53 Lot E 50' W 220' S 140'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GEORGE VIGIL; IDA M VIGIL 305 THREE CROSS DR ROSWELL, NM 88201
1600 N UNION AVE YUCCA Block 1 Lot 10 Quarter SW S 29 T 10S R 24E (ALL STRUCTURES)	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CATHERINE L DUNWOODY 1600 N UNION AVE ROSWELL, NM 88201
2311 SHARTELLE AVE ROGERS Block 2 Lot 18 Quarter NW S 28 T 10S R 24E (ALL STRUCTURES)	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RAMON SANCHEZ GRADO 2311 SHARTELLE AVE ROSWELL, NM 88201
1703 N DELAWARE AVE CRESCENT HEIGHTS Block 3 Lot 11 Quarter SW S 29 T 10S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GARCIA, VIRGINIA C/O JACOB LARA 6577 WILLIAMSBURG PL STOCKTON, CA 95207

109 E SUMMIT ST
109 E SUMMIT ST #1/2



1600 N UNION AVE



2311 SHARTELLE AVE



1703 N DELAWARE AVE



Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Ordinance 25-XX: Consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX amending the Solid Waste Code. (Abraham Chaparro)

BACKGROUND:

Initiated by: Abraham Chaparro

Per Ordinance 24-07 Chapter 21 Solid Waste: Effective with the beginning of each Fiscal Year, the City Council shall review and adjust all rates for changes occurring since the beginning of the previous Fiscal Year or the last rate adjustment, whichever shall have last occurred. 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. In the March Finance Committee, the committee requested that the department go to legal with an amendment to Chapter 21 of the city code increase the rates by 3% and amend the code to read that increases shall be done by CPI-W every August 1st while striking out the yearly revisit.

FINANCIAL CONSIDERATION:

This has been reviewed by the Finance Director.

LEGAL REVIEW:

City Attorney has reviewed the Ordinance.

BOARD AND COMMITTEE ACTION:

Both the Infrastructure and Finance Committees have viewed this item as a non-action item. Finance requested that this go to Legal for an Ordinance before coming back to them.

STAFF RECOMMENDATION:

Ordinance 25-XX: Consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX amending the Solid Waste Code.

Attachments

Ordinance 25-XX amending Chapter 21 Redline

Ordinance 25-XX Amending Chapter 21 Clean

ORDINANCE 25-XX

AN ORDINANCE AMENDING CHAPTER 21 THE ROSWELL CITY CODE REGARDING USER RATES

WHEREAS, the City of Roswell (the "City") provides for and solid waste collection and disposal services under NMSA 1978, 3-48-1 through 3-48-7; and

WHEREAS, uniformity, predictability, and the avoidance of multiple rate increases in a single fiscal year is desirable for efficient administration of these services.

WHEREAS, The Governing Body wishes to hereby amend certain sections of Chapter 21 of the Roswell City Code as further reflected below;

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

SECTION 1. Chapter 21 of the Roswell City Code is hereby amended as follows:

Sec. 21-20. Fees.

- (a) Every person or entity owning real property within the city shall pay the solid waste collection and disposal fees established and provided for by this chapter, whether or not the solid waste collection and disposal service is used by the owner of such real property within the city.
- (b) The sanitation department shall not accept special or hazardous waste and may at any time refuse to collect, or refuse to accept for disposal, waste the department determines would be detrimental to operation of the collection system or landfill. Waste deemed unacceptable by the department shall not be presented for disposal or disposed of at the city's landfill unless such determination is amended prior to presentment or disposal.
- (c) For the purpose of convenience, the billing and collecting of the charges levied for service under subsections (b) of this section shall be done by the city water department, and all such charges shall be payable at the office of the city water department in the same manner as are other utility services billed and collected by the city water department.
- (d) The city may provide and maintain roll-off containers to the public at a rate per pull plus tonnage as weighed at the Roswell Landfill. Bins shall be place for service in a manner and location acceptable to the city. Length of time for use of a city owned roll-off container is 30 calendar days. Additional days will be charged at a rate per day up to 30 additional days. Continued usage of the containers over 60 days requires approval from the sanitation officer or agent. Businesses or individuals must give the solid waste department 24 hours' notice when the roll-off containers need to be pulled and the content of the roll-off shall not exceed 40,000 pounds. Damage to the container will be the responsibility of the business or individual using the container and will be billed accordingly.

- (e) Monthly services for solid waste collection and disposal from dwellings and residential premises, and from commercial property, shall be assessed against the owner of the premises, as shown by the real estate records of the county clerk, or a verified renter. Minimum charges for such service shall as shown below.

Residential Level of Service		FY26
1	Individual 96-gallon solid waste container; one residence	\$25.09
2	Each additional 96-gallon solid waste container	\$25.09
3	Shared 300-gallon solid waste container; four residences	\$25.09
5	Bulk Trash ¼ a truck or less (5 cubic yards)	\$36.99
6	Bulk Trash ½ a truck (10 cubic yards)	\$78.27
7	Bulk Trash full truck load (20 cubic yards)	\$147.97
8	Call Back Flat Rate	\$50.18

Commercial Level of Service		FY26
1	Individual 96-gallon solid waste container; twice a week pickup	\$25.09
2	Individual 300-gallon solid waste container; Monday-Friday pickup	\$59.18
3	Individual 3-yard metal solid waste container with plastic lid; Monday-Saturday pickup	\$104.65
4	Bulk Trash ¼ a truck or less (5 cubic yards)	\$36.99
5	Bulk Trash ½ a truck (10 cubic yards)	\$78.27

6	Bulk Trash full truck load (20 cubic yards)	\$147.97
7	Call Back Fee	\$50.18
8	Call Back per 300- gallon containers	\$14.80
9	Call Back per 3-yard metal containers	\$26.16

Roswell Solid Waste Rates, Commercial FY26 Rates for 300 Gallon Plastic Container W/ Lid						
# of 300(s)	1x Week	2x Week	3x Week	4x Week	5x Week	
1	\$59.18	\$118.37	\$177.55	\$236.74	\$295.92	
2	\$118.37	\$236.74	\$355.10	\$473.47	\$591.84	
3	\$177.55	\$355.10	\$532.65	\$710.21	\$887.76	
4	\$236.74	\$473.47	\$710.21	\$946.94	\$1,183.68	
5	\$295.92	\$591.84	\$887.76	\$1,183.68	\$1,479.60	
6	\$355.10	\$710.21	\$1,065.31	\$1,420.41	\$1,775.51	
7	\$414.29	\$828.57	\$1,242.86	\$1,657.15	\$2,071.43	
8	\$473.47	\$946.94	\$1,420.41	\$1,893.88	\$2,367.35	
9	\$532.65	\$1,065.31	\$1,597.96	\$2,130.62	\$2,663.27	
10	\$591.84	\$1,183.68	\$1,775.51	\$2,367.35	\$2,959.19	
11	\$651.02	\$1,302.04	\$1,953.07	\$2,604.09	\$3,255.11	
12	\$710.21	\$1,420.41	\$2,130.62	\$2,840.82	\$3,551.03	
13	\$769.39	\$1,538.78	\$2,308.17	\$3,077.56	\$3,846.95	
14	\$828.57	\$1,657.15	\$2,485.72	\$3,314.29	\$4,142.87	
15	\$887.76	\$1,775.51	\$2,663.27	\$3,551.03	\$4,438.79	
16	\$946.94	\$1,893.88	\$2,840.82	\$3,787.76	\$4,734.70	
17	\$1,006.12	\$2,012.25	\$3,018.37	\$4,024.50	\$5,030.62	
18	\$1,065.31	\$2,130.62	\$3,195.93	\$4,261.23	\$5,326.54	
19	\$1,124.49	\$2,248.98	\$3,373.48	\$4,497.97	\$5,622.46	
20	\$1,183.68	\$2,367.35	\$3,551.03	\$4,734.70	\$5,918.38	
25	\$1,479.60	\$2,959.19	\$4,438.79	\$5,918.38	\$7,397.98	
# of 3 yrd(s)						6x Week
1	\$104.65	\$209.30	\$313.94	\$418.59	\$523.24	\$627.89
2	\$209.30	\$418.59	\$627.89	\$837.18	\$1,046.48	\$1,255.78
3	\$313.94	\$627.89	\$941.83	\$1,255.78	\$1,569.72	\$1,883.66
4	\$418.59	\$837.18	\$1,255.78	\$1,674.37	\$2,092.96	\$2,511.55
5	\$523.24	\$1,046.48	\$1,569.72	\$2,092.96	\$2,616.20	\$3,139.44
6	\$627.89	\$1,255.78	\$1,883.66	\$2,511.55	\$3,139.44	\$3,767.33

7	\$732.54	\$1,465.07	\$2,197.61	\$2,930.14	\$3,662.68	\$4,395.22
8	\$837.18	\$1,674.37	\$2,511.55	\$3,348.74	\$4,185.92	\$5,023.10
9	\$941.83	\$1,883.66	\$2,825.50	\$3,767.33	\$4,709.16	\$5,650.99
10	\$1,046.48	\$2,092.96	\$3,139.44	\$4,185.92	\$5,232.40	\$6,278.88

~~(f) Effective with the beginning of each Fiscal Year, the City Council shall review and adjust all rates for changes occurring since the beginning of the previous Fiscal Year or the last rate adjustment, which ever shall have last occurred. Solid Waste Rates shall be automatically adjusted each August 1, beginning August 1, 2026 according to the consumer price index for urban wage earners and clerical workers (CPI-W) information obtained from the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be based upon the most recent full year CPI-W data available on July 1 for a full year preceding the adjustment. In any fiscal year where rates have been increased by the city council independent of CPI adjustments, CPI automatic adjustments shall be waived for that year.~~

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

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

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

ORDINANCE 25-XX

AN ORDINANCE AMENDING CHAPTER 21 THE ROSWELL CITY CODE REGARDING USER RATES

WHEREAS, the City of Roswell (the "City") provides for and solid waste collection and disposal services under NMSA 1978, 3-48-1 through 3-48-7; and

WHEREAS, uniformity, predictability, and the avoidance of multiple rate increases in a single fiscal year is desirable for efficient administration of these services.

WHEREAS, The Governing Body wishes to hereby amend certain sections of Chapter 21 of the Roswell City Code as further reflected below;

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

SECTION 1. Chapter 21 of the Roswell City Code is hereby amended as follows:

Sec. 21-20. Fees.

- (a) Every person or entity owning real property within the city shall pay the solid waste collection and disposal fees established and provided for by this chapter, whether or not the solid waste collection and disposal service is used by the owner of such real property within the city.
- (b) The sanitation department shall not accept special or hazardous waste and may at any time refuse to collect, or refuse to accept for disposal, waste the department determines would be detrimental to operation of the collection system or landfill. Waste deemed unacceptable by the department shall not be presented for disposal or disposed of at the city's landfill unless such determination is amended prior to presentment or disposal.
- (c) For the purpose of convenience, the billing and collecting of the charges levied for service under subsections (b) of this section shall be done by the city water department, and all such charges shall be payable at the office of the city water department in the same manner as are other utility services billed and collected by the city water department.
- (d) The city may provide and maintain roll-off containers to the public at a rate per pull plus tonnage as weighed at the Roswell Landfill. Bins shall be place for service in a manner and location acceptable to the city. Length of time for use of a city owned roll-off container is 30 calendar days. Additional days will be charged at a rate per day up to 30 additional days. Continued usage of the containers over 60 days requires approval from the sanitation officer or agent. Businesses or individuals must give the solid waste department 24 hours' notice when the roll-off containers need to be pulled and the content of the roll-off shall not exceed 40,000 pounds. Damage to the container will be the responsibility of the business or individual using the container and will be billed accordingly.

- (e) Monthly services for solid waste collection and disposal from dwellings and residential premises, and from commercial property, shall be assessed against the owner of the premises, as shown by the real estate records of the county clerk, or a verified renter. Minimum charges for such service shall as shown below.

Residential Level of Service		FY26
1	Individual 96-gallon solid waste container; one residence	\$25.09
2	Each additional 96-gallon solid waste container	\$25.09
3	Shared 300-gallon solid waste container; four residences	\$25.09
5	Bulk Trash ¼ a truck or less (5 cubic yards)	\$36.99
6	Bulk Trash ½ a truck (10 cubic yards)	\$78.27
7	Bulk Trash full truck load (20 cubic yards)	\$147.97
8	Call Back Flat Rate	\$50.18

Commercial Level of Service		FY26
1	Individual 96-gallon solid waste container; twice a week pickup	\$25.09
2	Individual 300-gallon solid waste container; Monday-Friday pickup	\$59.18
3	Individual 3-yard metal solid waste container with plastic lid; Monday-Saturday pickup	\$104.65
4	Bulk Trash ¼ a truck or less (5 cubic yards)	\$36.99
5	Bulk Trash ½ a truck (10 cubic yards)	\$78.27

6	Bulk Trash full truck load (20 cubic yards)	\$147.97
7	Call Back Fee	\$50.18
8	Call Back per 300- gallon containers	\$14.80
9	Call Back per 3-yard metal containers	\$26.16

Roswell Solid Waste Rates, Commercial FY26 Rates for 300 Gallon Plastic Container W/ Lid						
# of 300(s)	1x Week	2x Week	3x Week	4x Week	5x Week	
1	\$59.18	\$118.37	\$177.55	\$236.74	\$295.92	
2	\$118.37	\$236.74	\$355.10	\$473.47	\$591.84	
3	\$177.55	\$355.10	\$532.65	\$710.21	\$887.76	
4	\$236.74	\$473.47	\$710.21	\$946.94	\$1,183.68	
5	\$295.92	\$591.84	\$887.76	\$1,183.68	\$1,479.60	
6	\$355.10	\$710.21	\$1,065.31	\$1,420.41	\$1,775.51	
7	\$414.29	\$828.57	\$1,242.86	\$1,657.15	\$2,071.43	
8	\$473.47	\$946.94	\$1,420.41	\$1,893.88	\$2,367.35	
9	\$532.65	\$1,065.31	\$1,597.96	\$2,130.62	\$2,663.27	
10	\$591.84	\$1,183.68	\$1,775.51	\$2,367.35	\$2,959.19	
11	\$651.02	\$1,302.04	\$1,953.07	\$2,604.09	\$3,255.11	
12	\$710.21	\$1,420.41	\$2,130.62	\$2,840.82	\$3,551.03	
13	\$769.39	\$1,538.78	\$2,308.17	\$3,077.56	\$3,846.95	
14	\$828.57	\$1,657.15	\$2,485.72	\$3,314.29	\$4,142.87	
15	\$887.76	\$1,775.51	\$2,663.27	\$3,551.03	\$4,438.79	
16	\$946.94	\$1,893.88	\$2,840.82	\$3,787.76	\$4,734.70	
17	\$1,006.12	\$2,012.25	\$3,018.37	\$4,024.50	\$5,030.62	
18	\$1,065.31	\$2,130.62	\$3,195.93	\$4,261.23	\$5,326.54	
19	\$1,124.49	\$2,248.98	\$3,373.48	\$4,497.97	\$5,622.46	
20	\$1,183.68	\$2,367.35	\$3,551.03	\$4,734.70	\$5,918.38	
25	\$1,479.60	\$2,959.19	\$4,438.79	\$5,918.38	\$7,397.98	
# of 3 yrd(s)						6x Week
1	\$104.65	\$209.30	\$313.94	\$418.59	\$523.24	\$627.89
2	\$209.30	\$418.59	\$627.89	\$837.18	\$1,046.48	\$1,255.78
3	\$313.94	\$627.89	\$941.83	\$1,255.78	\$1,569.72	\$1,883.66
4	\$418.59	\$837.18	\$1,255.78	\$1,674.37	\$2,092.96	\$2,511.55
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(f) Solid Waste Rates shall be automatically adjusted each August 1, beginning August 1, 2026 according to the consumer price index for urban wage earners and clerical workers (CPI-W) information obtained from the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment shall be based upon the most recent full year CPI-W data available on July 1 for a full year preceding the adjustment. In any fiscal year where rates have been increased by the city council independent of CPI adjustments, CPI automatic adjustments shall be waived for that year.

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

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

SECTION 4. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval to authorize National Champion Air Races for a one (1) year lease agreement beginning April 1, 2025, and ending March 31, 2026, for building 117 at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by Michelle Sanchez

NCAR requests to enter a one (1) year lease for bldg. 117 consisting of 5,520 square feet of useable space, more or less, located at the Roswell Air Center, commencing April 1, 2025, and ending March 31, 2026.

FINANCIAL CONSIDERATION:

Tenant agrees to pay to Landlord as annual rent for building 117, the sum of (\$24,840.00), payable in 12 monthly installments of \$2070.00.

LEGAL REVIEW:

Has been sent to City Attorney for review.

BOARD AND COMMITTEE ACTION:

Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:

Consider recommending approval to authorize National Champion Air Races for a one (1) year lease agreement beginning April 1, 2025, and ending March 31, 2026, for building 117 at the Roswell Air Center.

Attachments

NCAR Lease

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 1st day of April 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, National Championship Air Races, as individual, hereinafter “Tenant”.

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

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

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building 100, consisting of 5,520 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).

2. TERM. The Lease term is for one (1) year commencing on April 1, 2025 and ending March 31, 2026 unless sooner terminated by provision hereof.
3. RENT. Tenant agrees to pay to Landlord as rent the sum of twenty-four thousand eight hundred forty dollars and no cents (\$24,840.00) annum, payable in 12 monthly installments of \$2,070.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month’s rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant’s failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set offset any kind except as herein specifically provided.
4. SECURITY DEPOSIT. Tenant has paid \$2,070.00 in advance as security for Tenant’s full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
 - a. Payment for rent or penalties due Landlord
 - b. Reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises
 - c. The cost of removal of any hazardous material not properly disposed of by Tenant.

Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration

LEASE AGREEMENT

of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. GENERAL.

- a. Priority.
 - i. Safety and security are the Airport's first priorities. All personnel working and doing business on Airport property must comply with Airport Rules and Regulations at all times and model the significance of safety and security for co-workers, passengers, and members of the public.
- b. Definition of Restricted Area.
 - i. For the purpose of this Lease, any area on Airport property, whether within a building, in the terminal or on the ramp or airfield area, including but not limited to all Secured Areas, Sterile Areas, Restricted Areas, and the Air Operations Area (AOA), shall be referred to collectively as the "Restricted Area."
- c. Airport Security Program.
 - i. This lease includes the non-Sensitive Security Information (SSI) requirements set forth in the Airport Security Program (ASP) issued by the Director under 49 C.F.R. 1542.
- d. Enforcement.
 - i. Any person who violates or compromises Airport security, or creates or engages or participates in any unsafe, unsecure, or hazardous condition or activity at the Airport may have his/her access privileges immediately revoked on a temporary or permanent basis at the sole discretion of the Airport. Any person or entity responsible in whole or in part for any security violation shall also be responsible for any resulting cost, including but not limited to any fine imposed by a regulatory agency or remediation of property damage or personal injury.
- e. Federal, State, and/or Local Laws or Regulations –
Every Person using the Airport shall comply with all Federal, State, and/or Local Laws, Airport Rules and Regulations, Tenant Directives, and/or decisions, including those of executive, legislative or judicial agencies or bodies, now or hereafter in effect, and applicable to the Person's use of the Airport.
 - i. Every Roswell Air Center tenant, and/or lessee, or any other Person doing business with the Airport, shall comply with all federal, state, and/or local laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies, now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.
- f. Safety and Security Regulations – Adherence to Airport Security Directions.

LEASE AGREEMENT

- i. All Persons will obey lawful orders and directions of Airport Security Coordinator, Roswell Police Officers, or other Persons responsible for insuring compliance with these Rules and Regulations. All orders or directions will be consistent with the Airport Security Program, Rules and Regulations, and applicable state, federal and local laws.
- g. The Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification)
 - i. The Tenant will comply with all applicable requirements of the Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Airport, Tenant will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
 - ii. The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

6. **CONDITION OF PREMISES.** Tenant accepts the Premises as is, in its present condition. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

7. **MAINTENANCE.**

- a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.
- b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.
- c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed,

LEASE AGREEMENT

Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

8. **TAXES, LICENSES AND UTILITIES.** During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.
9. **PERSONAL PROPERTY AND FIXTURES OF TENANT.** All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.
10. **EQUIPMENT AND IMPROVEMENTS.**
 - a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. In addition, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.
 - b. Tenant shall obtain written consent from Landlord prior to making or permitting any major additions, alterations or improvements on the Premises (including but not limited to, modification to any security boundary wall or fence, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in). Landlord may withhold consent in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof. Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof does not offset against any amounts claimed by

LEASE AGREEMENT

Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein-including snow clearance.

11. INSURANCE.

- a. a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.
- b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

12. DAMAGE OR DESTRUCTION OF PREMISES.

- a. In the event the Premises suffers damage by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and during repairs. Proportionate rent reduction is based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.
- b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to:
 - i. Repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 12(a) during the period of such repair, reconstruction or restoration.

LEASE AGREEMENT

- ii. Give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified. With such notice, Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business, carried on by Tenant in the Premises, up to the date of such termination.
 - c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.
 - d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.
- 13. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss, which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.
- 14. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:
 - a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.
 - b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by

LEASE AGREEMENT

Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

- c. In the event of total or partial condemnation or taking of the leased Premises as previously mentioned, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord. Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate. The value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled because of such total or partial condemnation or taking.

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

- a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default.
- b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.
- c. Without further possibility of appeal or review:
 - i. Be adjudicated bankrupt or insolvent.
 - ii. Have a receiver or trustee appointed for all or substantially all of its business or assets.
 - iii. Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof.
- d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States

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or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property.

- e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.
- f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

- a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.
- b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
- c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.
- d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.
- e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by

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Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

17. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.
18. **USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.**
- a. No person may:
 - i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
 - ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
 - iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
 - b. Security Badges
 - i. Airport ID Badge
 - 1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."
 - ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
 - 1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other

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businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

- c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
- f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
- g. Tenant shall use the Leased Premises solely for the purpose of _____, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).
- h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend , indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
 - i. Environmental claims.

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- ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
 - i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.
 - j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.
19. **NONDISCRIMINATION PROVISIONS.** Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.
20. **DOMINANT PROVISIONS.** The parties acknowledge that the Leased Premises are a part of the Roswell Air Center and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.
21. **ACCESS TO INSPECTION OF PREMISES.** Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

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22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

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

26. NOTICES.

- a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

**Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203**

- b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

**National Championship Air Races
5301 Longley Ln, Bldg. D, Ste. 153
Reno, NV 89511**

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary

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consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement, default, or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

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LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease Agreement is executed this ____ day of April 2025.

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

Timothy Z Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

TENANT:
National Championship Air Races

Tony Logotelta, President

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EXHIBIT A Premises



LEASE AGREEMENT

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EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

a. **National Championship Air Races** shall procure and maintain for the duration of the contracts the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connections with the performance of the Work herein and the results of the Work by **National Championship Air Races** agents, representatives, employees or subcontractors (check all that apply):

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

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if **Company Name** 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 **National Championship Air Races** 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. **National Championship Air Races** 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 **National Championship Air Races**.

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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 **National Championship Air Races**, including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to **National Championship Air Races** 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, **National Championship Air Races** 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 **National Championship Air Races** insurance and shall not contribute to it.

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

National Championship Air Races hereby grants to the City a waiver of any rights to subrogation, which any of **National Championship Air Races** insurers may acquire against the City by virtue of the payment of any loss under such insurance. **National Championship Air Races** 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

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

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

9. VERIFICATION OF COVERAGE

National Championship Air Races 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 **National Championship Air Races** 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.

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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.

DRAFT

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

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

BACKGROUND:

Initiated by: Michelle Sanchez

BS International requests to enter a one (1) year lease for building 117 consisting of 5,000 square feet of useable space, more or less, located at the Roswell Air Center, commencing April 1, 2025 and ending March 31, 2026.

FINANCIAL CONSIDERATION:

Tenant agrees to pay to the Landlord as annual rent for building 117 the sum of (21,312.00), payable in 12 monthly installments of \$1,776.00.

LEGAL REVIEW:

The lease has been sent to City Attorney.

BOARD AND COMMITTEE ACTION:

This will be the first consideration of this item.

STAFF RECOMMENDATION:

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

Attachments

BS International lease

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THIS LEASE executed in Roswell, New Mexico on this 1st day of April 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, BS International LLC, as individual, hereinafter “Tenant”.

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

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

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building 117, consisting of 5,000 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).

2. TERM. The Lease term is for one (1) year commencing on April 1, 2025 and ending March 31, 2026 unless sooner terminated by provision hereof.
3. RENT. Tenant agrees to pay to Landlord as rent the sum of twenty-one thousand three hundred twelve dollars and no cents (\$21,312.00) annum, payable in 12 monthly installments of \$1,776.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month’s rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant’s failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off any kind except as herein specifically provided.
4. SECURITY DEPOSIT. Tenant has paid \$1,776.00 in advance as security for Tenant’s full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
 - a. Payment for rent or penalties due Landlord
 - b. Reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises
 - c. The cost of removal of any hazardous material not properly disposed of by Tenant.

Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration

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of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. GENERAL.

- a. Priority.
 - i. Safety and security are the Airport's first priorities. All personnel working and doing business on Airport property must comply with Airport Rules and Regulations at all times and model the significance of safety and security for co-workers, passengers, and members of the public.
- b. Definition of Restricted Area.
 - i. For the purpose of this Lease, any area on Airport property, whether within a building, in the terminal or on the ramp or airfield area, including but not limited to all Secured Areas, Sterile Areas, Restricted Areas, and the Air Operations Area (AOA), shall be referred to collectively as the "Restricted Area."
- c. Airport Security Program.
 - i. This lease includes the non-Sensitive Security Information (SSI) requirements set forth in the Airport Security Program (ASP) issued by the Director under 49 C.F.R. 1542.
- d. Enforcement.
 - i. Any person who violates or compromises Airport security, or creates or engages or participates in any unsafe, unsecure, or hazardous condition or activity at the Airport may have his/her access privileges immediately revoked on a temporary or permanent basis at the sole discretion of the Airport. Any person or entity responsible in whole or in part for any security violation shall also be responsible for any resulting cost, including but not limited to any fine imposed by a regulatory agency or remediation of property damage or personal injury.
- e. Federal, State, and/or Local Laws or Regulations –
Every Person using the Airport shall comply with all Federal, State, and/or Local Laws, Airport Rules and Regulations, Tenant Directives, and/or decisions, including those of executive, legislative or judicial agencies or bodies, now or hereafter in effect, and applicable to the Person's use of the Airport.
 - i. Every Roswell Air Center tenant, and/or lessee, or any other Person doing business with the Airport, shall comply with all federal, state, and/or local laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies, now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.
- f. Safety and Security Regulations – Adherence to Airport Security Directions.

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- i. All Persons will obey lawful orders and directions of Airport Security Coordinator, Roswell Police Officers, or other Persons responsible for insuring compliance with these Rules and Regulations. All orders or directions will be consistent with the Airport Security Program, Rules and Regulations, and applicable state, federal and local laws.
- g. The Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification)
 - i. The Tenant will comply with all applicable requirements of the Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Airport, Tenant will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
 - ii. The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

- 6. **CONDITION OF PREMISES.** Tenant accepts the Premises as is, in its present condition. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.
- 7. **MAINTENANCE.**
 - a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.
 - b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.
 - c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed,

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Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

8. **TAXES, LICENSES AND UTILITIES.** During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.
9. **PERSONAL PROPERTY AND FIXTURES OF TENANT.** All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.
10. **EQUIPMENT AND IMPROVEMENTS.**
 - a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. In addition, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.
 - b. Tenant shall obtain written consent from Landlord prior to making or permitting any major additions, alterations or improvements on the Premises (including but not limited to, modification to any security boundary wall or fence, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in). Landlord may withhold consent in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof. Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof does not offset against any amounts claimed by

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Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein-including snow clearance.

11. INSURANCE.

- a. a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.
- b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

12. DAMAGE OR DESTRUCTION OF PREMISES.

- a. In the event the Premises suffers damage by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and during repairs. Proportionate rent reduction is based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.
- b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to:
 - i. Repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 12(a) during the period of such repair, reconstruction or restoration.

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- ii. Give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified. With such notice, Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business, carried on by Tenant in the Premises, up to the date of such termination.
 - c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.
 - d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.
- 13. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss, which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.
- 14. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:
 - a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.
 - b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by

LEASE AGREEMENT

Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

- c. In the event of total or partial condemnation or taking of the leased Premises as previously mentioned, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord. Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate. The value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled because of such total or partial condemnation or taking.

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

- a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default.
- b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.
- c. Without further possibility of appeal or review:
 - i. Be adjudicated bankrupt or insolvent.
 - ii. Have a receiver or trustee appointed for all or substantially all of its business or assets.
 - iii. Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof.
- d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States

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or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property.

- e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.
- f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

- a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.
- b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
- c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.
- d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.
- e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by

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Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

17. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.
18. **USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.**
- a. No person may:
 - i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
 - ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
 - iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
 - b. Security Badges
 - i. Airport ID Badge
 - 1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."
 - ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
 - 1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other

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businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.

- c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
- f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
- g. Tenant shall use the Leased Premises solely for the purpose of bottling water, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).
- h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend , indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
 - i. Environmental claims.

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- ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
 - i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.
 - j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.
19. **NONDISCRIMINATION PROVISIONS.** Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.
20. **DOMINANT PROVISIONS.** The parties acknowledge that the Leased Premises are a part of the Roswell Air Center and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.
21. **ACCESS TO INSPECTION OF PREMISES.** Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

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22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

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

26. NOTICES.

- a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

**Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203**

- b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

**BS International LLC
Street Address
Roswell, NM 88203**

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary

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consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement, default, or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This lease may be terminated by either party by giving thirty (30) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

Remainder of the Page Left Blank Intentionally

LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease Agreement is executed this ____ day of April 2025.

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

Timothy Z Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

TENANT:
BS International LLC

Luke Sanchez, Title

LEASE AGREEMENT

EXHIBIT A Premises



LEASE AGREEMENT

DRAFT

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EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

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

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

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if **BS International 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 **BS International’s 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.

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b. **BS International 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 **Company Name**.

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 **BS International 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 **BS International's LLC** insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 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, **BS International's 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 **BS International's LLC** insurance and shall not contribute to it.

4. **NOTICE OF CANCELLATION**

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

5. **WAIVER OF SUBROGATION**

BS International hereby grants to the City a waiver of any rights to subrogation, which any of **BS International's LLC** insurers may acquire against the City by virtue of the payment of any loss under such insurance. **BS International 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**

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

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

9. VERIFICATION OF COVERAGE

Company Name 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 **BS International's LLC** obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

10. SPECIAL RISKS OR CIRCUMSTANCES

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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.

DRAFT

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval to authorize AerSale for a ten (10) year lease agreement beginning April 1, 2025 and ending March 31, 2026 for Hangar 85 and building 240 at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by: Michelle Sanchez

AerSale requests to enter a ten (10) year lease for Hangar 85 consisting of 101,223 square feet and building 240 consisting of 16,286 square feet of useable space, more or less, located at the Roswell Air Center, commencing April 1, 2025, and ending March 31, 2026.

FINANCIAL CONSIDERATION:

Tenant agrees to pay to Landlord as annual rent for Hangar 85, the sum of (\$303,775.00), payable in 12 monthly installments of \$25,314.58, and an annual rent for building 240, the sum of (\$16,286.00), payable in 12 monthly installments of \$4,944.59.

LEGAL REVIEW:

Leases have been sent to City Attorney for review.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Consider recommending approval to authorize AerSale for a ten (10) year lease agreement beginning April 1, 2025 and ending March 31, 2026 for Hangar 85 and building 240 at the Roswell Air Center.

Attachments

Aersale leases

Aersale leases

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 1st day of April 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, AERSALE INC, as individual, hereinafter “Tenant”.

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

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

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Hangar No 85, consisting of 101,223 square-feet, more or less, the adjacent parking lot together with a parcel of land, consisting of 64,000 square-feet, more or less north of Hangar No. 85, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified as Exhibit “A” (premises).

2. TERM. The Lease term is for TEN (10) years, commencing on April 1, 2025 and ending March 31, 2035 unless sooner terminated by provision hereof.
3. RENT. Tenant agrees to pay to Landlord as rent the sum of three hundred three thousand seven hundred and seventy-five dollars and no cents (\$303,775.00) annum, payable in 12 monthly installments of \$25,314.58 for the first year of lease. Each year thereafter, rent will be increased by 3.0% or the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average) whichever is greater. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month’s rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant’s failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set offset any kind except as herein specifically provided.
4. SECURITY DEPOSIT. Tenant has paid in advance \$1,870.00 as security for Tenant’s full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
 - a. Payment for rent or penalties due Landlord
 - b. Reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises
 - c. The cost of removal of any hazardous material not properly disposed of by

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Tenant.

Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. GENERAL.

a. Priority.

- i. Safety and security are the Airport's first priorities. All personnel working and doing business on Airport property must comply with Airport Rules and Regulations at all times and model the significance of safety and security for co-workers, passengers, and members of the public.

b. Definition of Restricted Area.

- i. For the purpose of this Lease, any area on Airport property, whether within a building, in the terminal or on the ramp or airfield area, including but not limited to all Secured Areas, Sterile Areas, Restricted Areas, and the Air Operations Area (AOA), shall be referred to collectively as the "Restricted Area."

c. Airport Security Program.

- i. This lease includes the non-Sensitive Security Information (SSI) requirements set forth in the Airport Security Program (ASP) issued by the Director under 49 C.F.R. 1542.

d. Enforcement.

- i. Any person who violates or compromises Airport security, or creates or engages or participates in any unsafe, unsecure, or hazardous condition or activity at the Airport may have his/her access privileges immediately revoked on a temporary or permanent basis at the sole discretion of the Airport. Any person or entity responsible in whole or in part for any security violation shall also be responsible for any resulting cost, including but not limited to any fine imposed by a regulatory agency or remediation of property damage or personal injury.

e. Federal, State, and/or Local Laws or Regulations –

Every Person using the Airport shall comply with all Federal, State, and/or Local Laws, Airport Rules and Regulations, Tenant Directives, and/or decisions, including those of executive, legislative or judicial agencies or bodies, now or hereafter in effect, and applicable to the Person's use of the Airport.

- i. Every Roswell Air Center tenant, and/or lessee, or any other Person doing business with the Airport, shall comply with all federal, state, and/or local laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies,

LEASE AGREEMENT

now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.

- f. Safety and Security Regulations – Adherence to Airport Security Directions.
 - i. All Persons will obey lawful orders and directions of Airport Security Coordinator, Roswell Police Officers, or other Persons responsible for insuring compliance with these Rules and Regulations. All orders or directions will be consistent with the Airport Security Program, Rules and Regulations, and applicable state, federal and local laws.
- g. The Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification)
 - i. The Tenant will comply with all applicable requirements of the Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Airport, Tenant will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
 - ii. The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

- 6. **CONDITION OF PREMISES.** Tenant accepts the Premises as is, in its present condition. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

7. MAINTENANCE.

- a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.
- b. Further, Tenant shall maintain and replace, when necessary, the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises. Roof and exterior walls are the responsibility of landlord. Everything else is the tenants responsibility.
- c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by

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Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

8. **TAXES, LICENSES AND UTILITIES.** During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.
9. **PERSONAL PROPERTY AND FIXTURES OF TENANT.** All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.
10. **EQUIPMENT AND IMPROVEMENTS.**
 - a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. In addition, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.
 - b. Tenant shall obtain written consent from Landlord prior to making or permitting any major additions, alterations or improvements on the Premises (including but not limited to, modification to any security boundary wall or fence, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in). Landlord may withhold consent in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof. Tenant shall indemnify

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and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof does not offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein-including snow clearance.

11. INSURANCE.

- a. a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.
- b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

12. DAMAGE OR DESTRUCTION OF PREMISES.

- a. In the event the Premises suffers damage by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and during repairs. Proportionate rent reduction is based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.
- b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to:

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- i. Repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 12(a) during the period of such repair, reconstruction or restoration.
 - ii. Give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified. With such notice, Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business, carried on by Tenant in the Premises, up to the date of such termination.
 - c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.
 - d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.
13. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss, which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.
14. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:
- a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes

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for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

- b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.
- c. In the event of total or partial condemnation or taking of the leased Premises as previously mentioned, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord. Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate. The value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled because of such total or partial condemnation or taking.

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

- a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default.
- b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.
- c. Without further possibility of appeal or review:
 - i. Be adjudicated bankrupt or insolvent.
 - ii. Have a receiver or trustee appointed for all or substantially all of its business or assets.

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- iii. Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof.
- d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property.
- e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.
- f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

- a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.
- b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
- c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.
- d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

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- e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.
17. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.
18. **USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.**
- a. No person may:
 - i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
 - ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
 - iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
 - b. Security Badges
 - i. Airport ID Badge
 - 1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge.

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An individual holding an Airport ID badge may also be referred to as “badged personnel.”

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

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
- f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
- g. Tenant shall use the Leased Premises solely for the purpose of operating an MRO facility together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).
- h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant’s occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant’s occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not

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release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

- i. Environmental claims.
 - ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
- i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.
- j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. **NONDISCRIMINATION PROVISIONS.** Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. **DOMINANT PROVISIONS.** The parties acknowledge that the Leased Premises are a part of the Roswell Air Center and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding

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by the parties hereto.

21. **ACCESS TO INSPECTION OF PREMISES.** Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.
22. **ASSIGNMENT AND SUBLEASE.** Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.
23. **HOLDOVER.** In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.
24. **INTERPRETATION OF LEASE AGREEMENT.** Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.
25. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.

26. **NOTICES.**

- a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

**Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203**

- b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

**AerSale, Inc
9850 NW 41st Street Suite 400
Doral, FL 33178**

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27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.
28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement, default, or breach thereof shall be filed in the courts of Chaves County New Mexico.
30. TERMINATION. This lease may be terminated by the either party by giving 180 day written notice.
31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

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LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of April 2025.

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

Timothy Z Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

TENANT:
Aersale INC

Ron Wolf, Senior Vice President

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EXHIBIT A Premises



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EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

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

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

☒ II. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Aersale 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 Aersale 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. Aersale 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 Aersale.

2. ADDITIONAL INSURED STATUS

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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 Aersale, including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to Aersale 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, Aersale 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 Aersale 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

Aersale hereby grants to the City a waiver of any rights to subrogation, which any of Aersale insurers may acquire against the City by virtue of the payment of any loss under such insurance. Aersale 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 Aersale to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

7. ACCEPTABILITY OF INSURERS

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

9. VERIFICATION OF COVERAGE

Aersale 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 Aersale 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.

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 10th day of January, 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and AERSALE, INC. a Florida corporation, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

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

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 240 consisting of 16,286 square feet, more or less, and fenced area surrounding the building located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for ten (10) years, commencing on April 1, 2025 and ending March 31, 2035 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Fifty-Nine Thousand, Three hundred Thirty-Five Dollars and Five Cents (\$59,335.05), payable in 12 monthly installments of \$4,944.59 the first year of the lease. Thereafter rent will be adjusted annually by CPI or 3%, whichever is greater. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$3,054.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.

a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

b. Further, Tenant shall maintain and replace, when necessary, the plumbing, fire suppression and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises. Roof and exterior walls are responsibility of landlord. Everything else is Tenants.

c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.

9. EQUIPMENT AND IMPROVEMENTS.

a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. Also, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.

b. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such

improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE.

a. Landlord will provide fire and extended coverage to the improvements on the Premises during the term of the Lease; provided however, Tenant agrees to reimburse Landlord for the amount of premium based upon the pro-rata per square footage attributable to the Premises as determined and billed by Landlord.

b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

c. Landlord agrees to waive any rights of subrogation that it may have against Tenant in the event any insurance proceeds are paid to Landlord based upon any act or failure to act by Tenant. Tenant agrees to waive any rights of subrogation that it may have against Landlord in the event any insurance proceeds are paid to Tenant based upon any act or failure to act by Landlord.

11. DAMAGE OR DESTRUCTION OF PREMISES.

a. In the event the Premises are damaged by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.

b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to: (1.) to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above in 11a. during the period of such repair, reconstruction or restoration, or (2.) to give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified in such notice and Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Tenant in the Premises, up to the date of such termination.

c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's

control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.

d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

12. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

13. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

c. In the event of total or partial condemnation or taking of the leased Premises as aforesaid, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord and Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled by reason of such total or partial condemnation or taking.

14. **CONDITIONS OF DEFAULT.** If at any time during the term of this Lease, Tenant shall:

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

b. Default in the observance of any of the Tenants's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice

specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally, and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

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

e. Leave the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;

b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

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

18. USE OF THE PREMISES.

a. Tenant shall use the Leased Premises solely for the purpose of providing commercial aircraft component parts to the secondary market, 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. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center (AROW@).

b. 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. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law.

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

d. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord,

would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the ROW and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO/ INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.

23. HOLDOVER. In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

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

26. NOTICES.

a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

AerSale, Inc.

9850 NW 41 Street, Suite 400
Doral, FL 33178

27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. TERMINATION. This Lease may be terminated by either party by giving ninety (180) days written notice.

31. ENTIRE AGREEMENT AND AMENDMENT. This writing 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 Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this _____ day of April, 2025.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Timothy Z Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

TENANT:
AERSALE, INC.

Ron Wolf, Vice President

EXHIBIT “A”

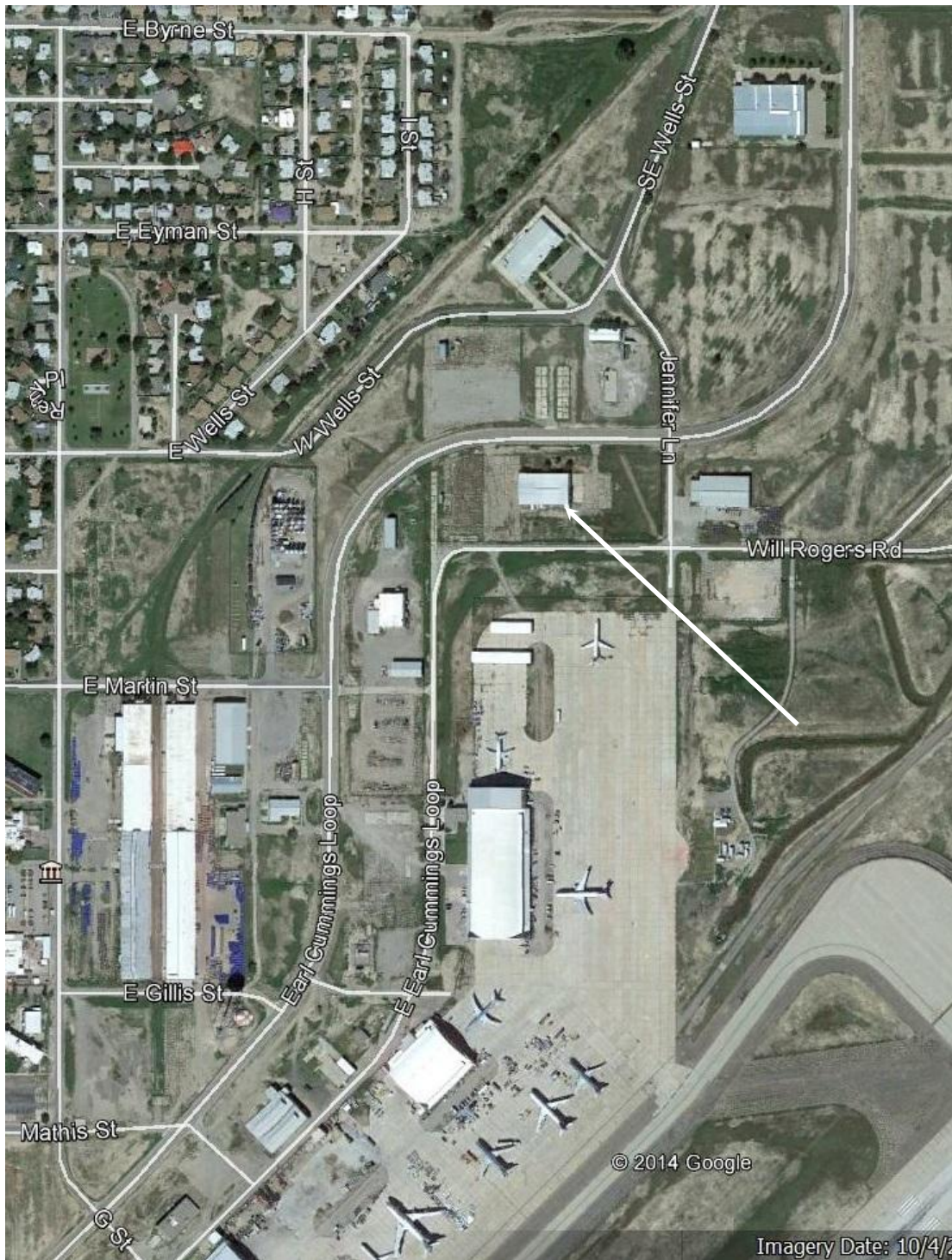


EXHIBIT “A”

Legal Committee

Meeting Date: 03/27/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval to authorize NM Youth Challenge to enter a 30-year lease agreement due to the significant valued activities to our community and airport therefore this is an in-kind lease which meets the criteria of the FAA. (Michelle Sanchez)

BACKGROUND:

Initiated by: Michelle Sanchez

NM Youth Challenge requests to enter a ten (10) year lease for building 607 consisting of 25,102 square feet and building 610, consisting of 11,667 square feet of useable space, more or less, located at the Roswell Air Center, commencing April 1, 2024, and ending March 31, 2025.

FINANCIAL CONSIDERATION:

Tenant agrees to pay to Landlord as annual rent for building 607 and 610 the sum of (\$4.00)

LEGAL REVIEW:

Leases have been sent to City Attorney for review.

BOARD AND COMMITTEE ACTION:

The Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:

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

Attachments

NM Youth Challenge

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 1st day of April 2025 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, New Mexico National Guard, as individual, hereinafter “Tenant”.

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

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

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 607 and 610 consisting of 25,102 and 11,667 square feet, more or less, respectively, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit “A” (Premises).

2. TERM. The Lease term is for thirty year (30) years, commencing on April 1, 2025 and ending March 31, 2055 unless sooner terminated by provision hereof.
3. RENT. Tenant agrees to pay to Landlord as rent the sum of Four Dollars (\$4.00), per year, Each year thereafter, rent will be increased by 3.0% or the latest 12-month percentage change in CPI-U, (Consumer Price Index-U, and U.S. City Average) whichever is greater. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month’s rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant’s failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set offset any kind except as herein specifically provided.
4. SECURITY DEPOSIT. Tenant has paid in advance 0.00 as security for Tenant’s full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward
 - a. Payment for rent or penalties due Landlord
 - b. Reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises
 - c. The cost of removal of any hazardous material not properly disposed of by Tenant.

LEASE AGREEMENT

Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. GENERAL.

a. Priority.

- i. Safety and security are the Airport's first priorities. All personnel working and doing business on Airport property must comply with Airport Rules and Regulations at all times and model the significance of safety and security for co-workers, passengers, and members of the public.

b. Definition of Restricted Area.

- i. For the purpose of this Lease, any area on Airport property, whether within a building, in the terminal or on the ramp or airfield area, including but not limited to all Secured Areas, Sterile Areas, Restricted Areas, and the Air Operations Area (AOA), shall be referred to collectively as the "Restricted Area."

c. Airport Security Program.

- i. This lease includes the non-Sensitive Security Information (SSI) requirements set forth in the Airport Security Program (ASP) issued by the Director under 49 C.F.R. 1542.

d. Enforcement.

- i. Any person who violates or compromises Airport security, or creates or engages or participates in any unsafe, unsecure, or hazardous condition or activity at the Airport may have his/her access privileges immediately revoked on a temporary or permanent basis at the sole discretion of the Airport. Any person or entity responsible in whole or in part for any security violation shall also be responsible for any resulting cost, including but not limited to any fine imposed by a regulatory agency or remediation of property damage or personal injury.

e. Federal, State, and/or Local Laws or Regulations –

Every Person using the Airport shall comply with all Federal, State, and/or Local Laws, Airport Rules and Regulations, Tenant Directives, and/or decisions, including those of executive, legislative or judicial agencies or bodies, now or hereafter in effect, and applicable to the Person's use of the Airport.

- i. Every Roswell Air Center tenant, and/or lessee, or any other Person doing business with the Airport, shall comply with all federal, state, and/or local laws, airport rules and regulations, tenant directives and/or decisions; including those of executive, legislative, or judicial agencies or bodies,

LEASE AGREEMENT

now or hereafter in effect, and applicable to that tenant's, lessee's, or other Person's operations at the Airport.

- f. Safety and Security Regulations – Adherence to Airport Security Directions.
 - i. All Persons will obey lawful orders and directions of Airport Security Coordinator, Roswell Police Officers, or other Persons responsible for insuring compliance with these Rules and Regulations. All orders or directions will be consistent with the Airport Security Program, Rules and Regulations, and applicable state, federal and local laws.
- g. The Airport is operated under 49 CFR Part 1542 (Airport Security) and 14 CFR Part 139 (Airport Certification)
 - i. The Tenant will comply with all applicable requirements of the Airport Security Program, Airport Certification Manual, and Airport Emergency Plan. Upon written notice from Airport, Tenant will, at its sole expense, promptly correct any violation or omission under the Airport Security Program or Airport Certification Manual within the time specified in the notice.
 - ii. The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

The Tenant will coordinate any Airport security matter with the Airport Security Coordinator or their designee.

- 6. **CONDITION OF PREMISES.** Tenant accepts the Premises as is, in its present condition. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant's responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

7. MAINTENANCE.

- a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.
- b. Further, Tenant shall maintain and replace, when necessary, the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.
- c. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance and, upon written notice by Landlord to Tenant, Tenant shall be required to perform whatever maintenance Landlord deems reasonably necessary, provided, however, such maintenance shall

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be consistent in quality with that required of other City Tenants in comparable facilities. If said maintenance is not undertaken by Tenant within ten (10) days after the date Landlord gives Tenant written notice of corrections needed, Landlord shall have the right to enter upon the Premises and perform the necessary maintenance, the cost of which shall be two times the cost for parts and labor and borne by Tenant.

8. **TAXES, LICENSES AND UTILITIES.** During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.
9. **PERSONAL PROPERTY AND FIXTURES OF TENANT.** All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.
10. **EQUIPMENT AND IMPROVEMENTS.**
 - a. Except as otherwise provided herein, Tenant shall have the right to install such equipment as may be necessary for the conduct of its business on the Premises; and at the expiration or termination of the Lease Tenant shall have the right to remove all of such equipment installed by Tenant that is removable without damage to the Premises. In addition, Tenant shall, upon written demand by Landlord, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant pursuant to this Paragraph 9.
 - b. Tenant shall obtain written consent from Landlord prior to making or permitting any major additions, alterations or improvements on the Premises (including but not limited to, modification to any security boundary wall or fence, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in). Landlord may withhold consent in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic's lien, materialman's lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof. Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of

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any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof does not offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein-including snow clearance.

11. INSURANCE.

- a. a. Landlord will provide fire and extended coverage to the Premises during the term of the Lease. Tenant agrees to reimburse Landlord for insurance premium based upon the pro-rata per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to Landlord.
- b. Tenant shall maintain in full force and effect a policy or policies of general public liability insurance (Exhibit B) in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

12. DAMAGE OR DESTRUCTION OF PREMISES.

- a. In the event the Premises suffers damage by fire or other perils or casualty covered by fire and extended coverage insurance, Landlord may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. This Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the rent from the date of damage and during repairs. Proportionate rent reduction is based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises as determined by Landlord. If the damage is due to the fault or neglect of Tenant or its employees, as determined by Landlord in its sole discretion, there shall be no reduction of rent. Landlord may authorize or direct construction of an alternative structure or may elect to retain any insurance proceeds received by it if Landlord deems reconstruction or construction of an alternative structure to be impractical or unreasonable in its sole discretion.
- b. In the event the Premises are damaged to any extent as a result of any cause other than the perils covered by fire and extended coverage insurance, Landlord shall in its sole discretion have the option to:
 - i. Repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full

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force and effect, but the rent shall be proportionately reduced as provided above in 12(a) during the period of such repair, reconstruction or restoration.

- ii. Give notice to Tenant at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving Tenant such notice of termination, this Lease shall terminate and all interests of Tenant in the Premises shall cease on the date so specified. With such notice, Tenant shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business, carried on by Tenant in the Premises, up to the date of such termination.
- c. With regard to Landlord's duty or option to repair, reconstruct or restore the Premises within a reasonable time of the event causing the damage as provided in 11a. and b. above, Landlord shall act promptly and with due diligence, but Landlord shall not be responsible for delays caused by factors beyond Landlord's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, Tenant agrees that Landlord shall not be responsible for damages, nor shall Landlord be deemed to be in default under this Lease.
- d. Landlord shall not be required to repair any damage by fire or other casualty, or to make any repair or replacements of any leasehold improvements, fixtures, or other personal property of Tenant.

13. **LIABILITY.** Landlord shall not be liable to Tenant or to Tenant's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Premises in connection with, or arising out of Tenant's operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss, which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord's Agents.

14. **CONDEMNATION OR GOVERNMENTAL TAKING.** In the event that the Premises or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the term hereof, the parties hereto agree to the following:

- a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

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- b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant's obligation under this Lease shall continue in full force and effect. However, the amount of rent payable by Tenant shall be reduced in the proportion of which the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.
- c. In the event of total or partial condemnation or taking of the leased Premises as previously mentioned, all compensation awarded or paid upon a total or partial taking of the Premises shall belong to Landlord. Tenant shall have no right or cause of action against Landlord; provided, however that Tenant shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease or diminution of its leasehold estate. The value of any fixtures condemned or taken if such fixtures were installed by Tenant and are located upon the Premises at the time of such condemnation or taking. Tenant reserves the right to proceed independently of Landlord with any claim for compensation for damages to which Tenant may become entitled because of such total or partial condemnation or taking.

15. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

- a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default.
- b. Default in the observance of any of the Tenant's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that he same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.
- c. Without further possibility of appeal or review:
 - i. Be adjudicated bankrupt or insolvent.
 - ii. Have a receiver or trustee appointed for all or substantially all of its business or assets.
 - iii. Suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant under the Federal Bankruptcy laws or

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any other applicable law or statute of the United States or any state thereof.

- d. Make an assignment for the benefit of its creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy law or other applicable law or statute of the United States or any state thereof, or shall file a petition to take advantage of any insolvency act or shall assent to the appointment of a receiver or trustee of all or a substantial part of its business and property.
- e. Leave the Premises vacant or deserted for a period of ten (10) consecutive days without prior Landlord written consent.
- f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, or fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

16. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

- a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent.
- b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.
- c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant's default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant's property shall be considered additional damages recoverable by Landlord.
- d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant's risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.
- e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The

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failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

17. **LEGAL FEES.** If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney's fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.
18. **USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.**
- a. No person may:
 - i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
 - ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
 - iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
 - b. Security Badges
 - i. Airport ID Badge
 - 1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID badge. An individual holding an Airport ID badge may also be referred to as "badged personnel."

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- ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures
 - 1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- d. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security these Rules and Regulations.
- e. Tenants and tenant employees are responsible for controlling access to doors, gates and other passageways between the AOA and the landside of the airport through their lease areas.
- f. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.
- g. Tenant shall use the Leased Premises solely for the purpose of military cadet training together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).
- h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released

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on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

- i. Environmental claims.
 - ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
- i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.
 - j. Landlord reserves the right to take any action it considers necessary to protect the aerial approaches to the ROW's airport against obstruction, and together with the right to prevent Tenant from erecting or permitting to be erected any building or other structure on the Premises which, in the opinion of Landlord, would limit the usefulness of the airport or constitute a hazard to aircraft or conflict with a current restriction or master plan.

19. **NONDISCRIMINATION PROVISIONS.** Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.

20. **DOMINANT PROVISIONS.** The parties acknowledge that the Leased Premises are a part of the Roswell Air Center and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above-described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

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21. **ACCESS TO INSPECTION OF PREMISES.** Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant's regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.
22. **ASSIGNMENT AND SUBLEASE.** Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises.
23. **HOLDOVER.** In the event Tenant remains in possession of Premises after the expiration or termination of this Lease, Tenant shall be deemed a tenant from month to month only, at the rental provided for in this Lease plus an additional 5% and Tenant's occupancy shall be governed in all other provisions hereof, except as to the duration of the term, by the provisions of this Lease.
24. **INTERPRETATION OF LEASE AGREEMENT.** Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord's authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.
25. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are for convenience and in reference and are not intended to define or limit the scope of any provision of this Lease.
26. **NOTICES.**

- a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

**Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203**

- b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

**NM National Guard
10 Bataan Blvd.
Santa Fe, NM 87508**

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27. EFFECT. The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.
28. WAIVERS. One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
29. GOVERNING LAW; VENUE. This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement, default, or breach thereof shall be filed in the courts of Chaves County New Mexico.
30. TERMINATION. This lease may be terminated by the City upon a majority vote of the City Council, which will become effective one hundred eighty (180) days following an affirmative vote.
31. ENTIRE AGREEMENT AND AMENDMENT. The parties intend this writing as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlord's Governing Body.

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IN WITNESS WHEREOF, this Lease Agreement is executed this __1st__ day of April 2025.

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

CITY SEAL

Timothy Z Jennings, Mayor

ATTEST:

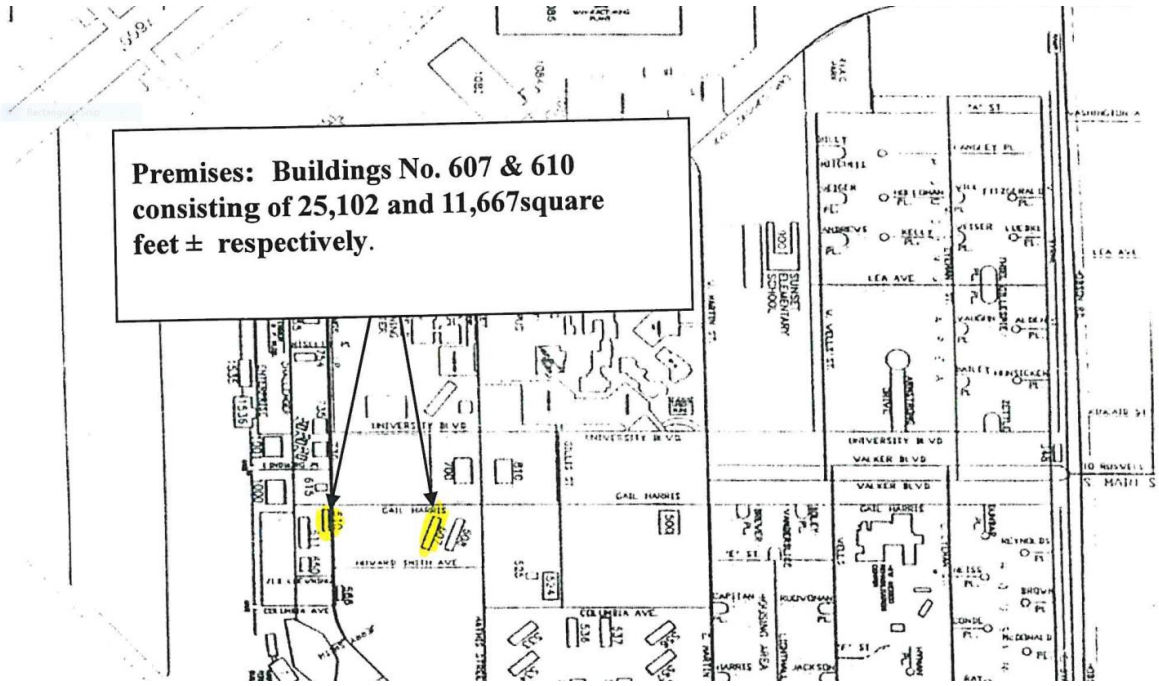
Amalia Martinez, City Clerk

TENANT:
NM National Guard

Miguel Aguilar, Adjutant General

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EXHIBIT A Premises



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EXHIBIT B Insurance

1. MINIMUM SCOPE OF INSURANCE

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

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

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if New Mexico National Guard 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 New Mexico National Guard 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.

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b. New Mexico National Guard 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 New Mexico National Guard

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 New Mexico National Guard , including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to New Mexico National Guard insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 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, New Mexico National Guard 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 New Mexico National Guard 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**

New Mexico National Guard hereby grants to the City a waiver of any rights to subrogation, which any of New Mexico National Guard insurers may acquire against the City by virtue of the payment of any loss under such insurance. New Mexico National Guard 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**

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Self-insured retentions must be declared to and approved by the city. The city may require New Mexico National Guard to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

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

9. VERIFICATION OF COVERAGE

New Mexico National Guard 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 New Mexico National Guard 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

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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.