



LEGAL COMMITTEE MEETING AGENDA
Thursday, SEPTEMBER 25, 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

NON-ACTION ITEMS

1. Community Development (pg. 4)
2. Safety Department Monthly Report August 2025 (pg. 7)
3. HR Monthly Report (pg. 11)
4. September 2025 Monthly Report -- City Clerk's Office (pg. 30)

REGULAR ITEMS

5. Ordinance 25-XX: Consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX An Ordinance Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection. (James MacCornack) (pg. 32)
6. Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of one (1) dilapidated structure. (Toby Franco) (pg. 50)
7. ITB: Consider recommending approval of ITB-25-012 Golf Merchandise as a multi-source award to Acushnet Company and BSN Sports, LLC. (James Burress) (pg. 57)
8. Consider recommending approval to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell. (Cole/Gomez) (pg. 60)
9. Consider recommending approval for Cavu, Aerospace, Inc. to enter into a 10-year lease beginning October 1, 2025, and ending September 30, 2035, for Hangar No. 84 at the Roswell Air Center. (Michelle Sanchez) (pg. 69)
10. Consider recommending approval of Bravo-3 Holdings, LLC to enter into a 5-year lease beginning August 1, 2025, and ending July 31, 2030, for Bunker No. 1143 at the Roswell Air Center. (Michelle Sanchez) (pg. 89)
11. Consider recommending approval for New Mexico Historical Air Museum to enter into a 3-year lease beginning October 1, 2025, and ending September 30, 2028, for AOA Land Parcel at the Roswell Air Center. (Michelle Sanchez) (pg. 111)
12. Consider recommending approval for a lease amendment for FEMA to enter into a 1-year lease beginning August 10, 2025 and ending July 31, 2026, at the Roswell Air Center. (Michelle Sanchez) (pg. 128)

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 25-28.

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: 09/22/25

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**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 1.

Legal Committee

Meeting Date: 09/25/2025

COMMITTEE: Legal

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly August 2025

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: August 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	937	935	1,770	1,706
Voluntary Compliance	481	477	854	886
No. of Cases Filed in Municipal Court	27	14	42	31
No. Cases Dismissed by Officer	10	4	13	6
Resolution	53	11	108	23
Weeds	758	583	1430	921
Inoperable Vehicles	10	90	24	167
Litter	36	71	52	160
Unsanitary Premises	36	96	80	185
Signs	49	15	54	42
Zoning	1	0	7	0
Obstructions	20	15	28	39
Public Nuisances	27	65	95	192
Garage Sales No permit	0	0	0	0

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	130	180	166	307
Renewed Licenses	66	130	98	230
New Licenses	44	44	36	62
Temporary Permits Issued	16	6	32	15
Receipts	\$6,611.00	\$7,386.00	\$7,977.00	\$13,430.00

*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	0	46	3	48
Residential - Other	33	285	77	323
Commercial-New	1	10	2	14
Commercial - Other	21	72	32	83
Total Permits Issued	55	413	114	468
Total Fees Collected	\$70,802.00	\$149,347.01	\$115,550.00	\$187,460.03

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	46	375	109	413
Plumbing & Mechanical Permits—Commercial	11	97	28	113
Total Permits Issued	57	472	137	526
Total Fees Collected	\$2,906.50	\$15,696.05	\$6,421.00	\$19,085.80

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	31	223	61	250
Electric Permits—Commercial	11	89	23	97
Total Permits Issued	42	312	84	347
Total Fees Collected	\$4,365.00	\$23,158.04	\$9,280.00	\$27,254.84

*Figures calculated to reflect FYTD

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 2.

Legal Committee

Meeting Date: 09/25/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Safety Department Monthly Report August 2025

Attachments

Safety Dept Report August 2025

AUGUST 2025 Safety Report

Safety

ACCIDENT / INCIDENT BY DEPARTMENTS YTD														
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	3rd Party
AIR CENTER	0	0	0	0	2	1	1	0	0	0	0	0	4	3
ANIMAL SERVICES	0	0	1	2	0	0	0	4	0	0	0	0	7	4
AQUATIC CENTER	0	0	0	1	0	0	0	0	0	0	0	0	1	1
CEMETERY	1	0	0	0	1	0	0	0	0	0	0	0	2	0
CENTRAL CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY CLERK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMMUNITY DEVELOPMENT	1	1	0	0	1	0	0	2	0	0	0	0	5	3
CONVENTION CENTER	0	0	0	0	0	1	0	0	0	0	0	0	1	0
DISPATCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FACILITIES MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE DEPARTMENT	1	2	0	0	1	4	1	3	0	0	0	0	12	3
GOLF	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HR/SAFETY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IT	0	0	1	0	0	0	0	0	0	0	0	0	1	0
LEGAL	0	0	0	2	0	0	0	0	0	0	0	0	2	2
LIBRARY	0	1	0	0	0	0	0	0	0	0	0	0	1	1
MUSEUM	0	1	0	1	0	0	0	0	0	0	0	0	2	1
PARKS	3	0	0	0	4	3	4	1	0	0	0	0	15	0
POLICE DEPARTMENT	9	3	8	3	4	8	4	6	0	0	0	0	45	25
PUBLIC AFFAIRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL ELECTRONICS	0	0	1	0	0	0	0	1	0	0	0	0	2	2
SOLID WASTE	3	2	1	2	4	2	3	6	0	0	0	0	23	6
STREETS	3	1	1	3	1	2	1	2	0	0	0	0	14	7
TRANSIT/FLEET	1	0	0	1	1	0	0	2	0	0	0	0	5	3
WATER	1	0	4	2	2	2	3	3	0	0	0	0	17	9
WWTP	1	2	0	0	0	0	1	0	0	0	0	0	4	0
ZOO	0	0	0	1	0	0	0	0	0	0	0	0	1	1
TOTALS	24	13	17	18	21	23	18	30	0	0	0	0	164	71

AUGUST 2025 Safety Report

ACCIDENT OR INCIDENT / 3RD PARTY			INCIDENT COMPARISONS			
DEPARTMENT	1-May	3rd PARTY	MONTH	2025	2024	2023
AIR CENTER	0	0	JANUARY	24	32	30
ANIMAL SERVICES	4	1	FEBRUARY	13	28	38
AQUATIC CENTER	0	0	MARCH	17	20	36
CEMETERY	0	0	APRIL	18	20	30
CENTRAL CONTROL	0	0	MAY	21	20	23
CITY CLERK	0	0	JUNE	23	22	21
CODE ENFORCEMENT	2	1	JULY	18	15	27
CONVENTION CENTER	0	0	AUGUST	30	18	41
DISPATCH	0	0	SEPTEMBER	0	10	44
ENGINEERING	0	0	OCTOBER	0	17	31
FACILITIES	0	0	NOVEMBER	0	14	21
FIRE DEPARTMENT	3	1	DECEMBER	0	15	15
GOLF	0	0	TOTAL	164	231	357
HR/Safety	0	0				
IT	0	0	DEPARTMENT	PROPERTY	3rd PARTY	
LEGAL	0	0	Animal Services	1	0	
LIBRARY	0	0	Code Enforcement	1	1	
MUSEUM	0	0	Police	4	3	
PARKS	1	0	Solid Waste	4	2	
POLICE DEPARTMENT	6	5	Special Electronics	1	1	
PUBLIC AFFAIRS	0	0	Streets	1	1	
REC CENTER	0	0	TOTAL	12	8	
SPECIAL ELECTRONICS	1	1				
SOLID WASTE	6	2	DEPARTMENT	MVA	3rd PARTY	
STREETS	2	1	Animal Services	1	0	
TRANSIT/FLEET	2	1	Code Enforcement	1	0	
WATER	3	3	Police	2	1	
WWTP	0	0	Solid Waste	2	0	
ZOO	0	0	Transit	1	1	
TOTAL	30	16	TOTAL	7	2	

AUGUST 2025 Safety Report

DEPARTMENT	INJ./ILL	First Aid	OSHA Recordable
Animal Services	2	2	0
Fire	5	3	1
Police	2	1	1
Streets	1	0	1
Transit	1	0	1
Water	2	1	1
TOTAL	13	7	5

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Hand abrasions	Dog Bite	
Lungs	Inhalation of toxin	YES
Eye	Debris	
Neck	Gun shot	YES
Hands	Lacerations	YES
Back	Ergonomics	
Knee and Shoulder	Trip and Fall	
R. Thigh	Bite or Sting	

JANUARY 2025 - DECEMBER 2025			JANUARY 2025 - DECEMBER 2025	
MONTH/YEAR	Total Training HOURS	EMPLOYEE #S	MONTH/YEAR	TOTAL AMOUNT
JANUARY	907	268	Jan-2025	\$14,946.25
FEBRUARY	1482.5	378	Feb-2025	\$771,892.15
MARCH	1484	157	Mar-2025	\$1,485.54
APRIL	1160	165	Apr-2025	\$6,368.75
MAY	1485	280	May-2025	\$0.00
JUNE	872	64	Jun-2025	\$1,619.00
JULY	220	111	Jul-2025	\$34,925.69
AUGUST	402	203	Aug-2025	\$10,033.86
SEPTEMBER	0	0	Sep-2025	\$0.00
OCTOBER	0	0	Oct-2025	\$0.00
NOVEMBER	0	0	Nov-2025	\$0.00
DECEMBER	0	0	Dec-2025	\$0.00
YTD TOTALS	8,013	1,626	YTD TOTAL	\$841,271.24

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 3.

Legal Committee

Meeting Date: 09/25/2025

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

SEPTEMBER 2025 HUMAN RESOURCES MONTHLY REPORT

For August, the City hired 17 new employees, 10 promotions and 14 exits.

Our turnover rate for the month of August is 2.2% and for the year so far is 21.54%.

Our Vacancy Rate is 23.8%.

Payroll count for August 22, 2025 – September 4, 2025 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 4

Total paid employees -632

Total employees - 636

City of Roswell, NM
Personnel Changes for the Month of
AUGUST 2025

	<i>FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM</i>				
	NEW HIRE				
	Date	Name	Position	Department	Status
1	8/1/2025	QUIANNALEI OLIVAS	LIBRARY PAGE SENIOR PT	LIBRARY	PT
2	8/4/2025	GABRIEL GONZALES	METER READER	WATER CUSTOMER SERVICE	FT
3	8/4/2025	ERIC VARGAS VALVERDE	WATER PRODUCTION OPERATOR	CENTRAL CONTROL	FT
4	8/8/2025	ANTONIO MORALES	POLICE SERVICE AIDE	POLICE	FT
5	8/11/2025	LUPITIA RENTERIA	CUSTOMER SERVICE CLERK	WATER CUSTOMER SERVICE	FT
6	8/11/2025	THOMAS SALAS	KENNEL WORKER	ANIMAL CONTROL	FT
7	8/11/2025	TAMMI SMITH	ASSISTANT FINANCE DIRECTOR	FINANCE	FT
8	8/11/25	JAZIEL AGUAYO	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
9	8/15/25	KEIDY MARTELL VILLA	POLICE RECRUIT	POLICE	FT
10	8/18/25	KRYSTAL GONZALEZ	UTILITIES BILLING MANAGER	WATER CUSTOMER SERVICE	FT
11	8/18/25	ROSALBA HERNANDEZ	UTILITIES BILLING SUPERVISOR	WATER CUSTOMER SERVICE	FT
12	8/18/25	ZOE THOMPSON	FIRE PREVENTION ADMIN. ASSIST.	FIRE	FT
13	8/25/25	ROCIO FEUERSTEIN	SANITATION WORKER	LANDFILL	FT
14	8/25/25	EDUARDO ZAVALA GONZALEZ	W&S MAINTENANCE WORKER II	PUBLIC WORKS	FT
15	8/25/25	MONIQUE COPELAND	VEHICLE OPERATOR	TRANSIT	FT
16	8/25/25	SABASTIAN PERALES	METER READER	WATER CUSTOMER SERVICE	FT
17	8/25/25	PHILLIP ANAYA	KENNEL WORKER	ANIMAL CONTROL	FT
	TRANSFERS				
	Date	Name	Position	Department	Status
1	8/22/25	DELOS PITTMAN-MCALISTER	OPERTOR WWTP	WWTP	FT
2	8/22/25	JAEDEN MASCARENAS	WATER CUSTOMER SERVICE	WATER BILLING	FT
	PROMOTIONS				
	Date	Name	Position	Department	Status
1	8/8/25	SANTANA PRUDENCIO WILLIAMS	RECREATION AIDE II-PT	RECREATION	PT
2	8/8/25	K-DIN COX	FIRE APPARATUS OPERATOR 2	FIRE	FT
3	8/8/25	KAYLEB WRIGHT	FIRE APPARATUS OPERATOR 2	FIRE	FT
4	8/8/25	ERICK VILLAFANA	FIRE APPARATUS OPERATOR 2	FIRE	FT
5	8/8/25	GEORGE PETERSON	SUPERINTENDENT	CENTRAL CONTROL	SR
6	8/8/25	GARRETT FLOYD	FIRE APPARATUS OPERATOR 3	FIRE	FT
7	8/22/25	DANNY DE LA CERDA	SUPERINTENDENT WATER	PUBLIC WORKS	SR
8	8/22/25	DEBBIE REYER	SOLID WASTE ADMIN. ANALYST	SANITATION	SR
9	8/22/25	LOUIS ROMERO II	ENGINEER SR.	ENGINEERING	SR
10	8/22/25	MARY SPARNON	TRANSIT OPERATIONS SUPV I	TRANSIT	SR
	DEMOTIONS				
	Date	Name	Position	Department	Status
1	8/8/25	CRISTINA DELACERDA	ACCOUNTING TECHNICIAN II	FINANCE	FT
	LATERALS				
	Date	Name	Position	Department	Status
1	8/22/25	CHLOE GARNAND	LIFEGUARD 1 PT	RECREATION AQUATIC POOL	PT
2	8/22/25	BRODY PURCELL	LIFEGUARD 1 PT	RECREATION AQUATIC POOL	PT
3	8/22/25	BLAED ANDREAS	LIFEGUARD 1 PT	RECREATION AQUATIC POOL	PT
	EXITS				
	Date	Name	Position	Department	Status
1	8/1/25	BETHANY MCCREARY	LIFEGUARD 1 PT	RECREATION AQUATIC POOL	PT
2	8/1/25	GRACE HOHLE	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
3	8/4/25	NATHANEL DUTCHOVER	MAINTENANCE WORKER RIAC TEMP	RIAC	TP
4	8/8/25	BRIAN GONZALES	AUTOMATED COLLECTION OPERATOR	SANITATION	FT

5	8/12/25	HANNAH ROE	BEVERAGE CART ATTENDANT	GOLF	TP
6	8/13/25	LUPITIA RENTERIA	CUSTOMER SERVICE CLERK	WATER CUSTOMER SERVICE	FT
7	8/14/25	SIDNEY BILLS	REC AIDE/LIFEGUARD TEMP	RECREATION	TP
8	8/14/25	KATELYN TURNER	STEM INSTRUCTOR	LIBRARY	FT
9	8/14/25	JONATHAN CAHENZLI	KENNEL WORKER	ANIMAL CONTROL	FT
10	8/15/25	KADEN DUNLAP	RECREATION CENTER SUPERVISOR	RECREATION	FT
11	8/15/25	DANIEL AVALOS	MAINTENANCE WORKER RIAC TEMP	RIAC	TP
12	8/16/25	CRISTABEL CARRERA MENDEZ	OFFICE ASSISTANT POLICE	POLICE	FT
13	8/18/25	DOMINIC MOORE	FIREFIGHTER 2	FIRE	FT
RETIREMENT					
	Date	Name	Position	Department	Status
1	8/8/25	JAMES BLANCHARD	FIRE APPARATUS OPERATOR	FIRE	FT

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1424101 FINANCE LIASON	1.0000	1.0000	1.0000	0.0000	1.0000	1424	FINLIA	4041ADM	10/01	22,836.58	10.98
1030104 ACCOUNTANT	1.0000	1.0000	1.0000	0.0000	1.0000	1030	ACCT	4041ADM	60/01	63,296.22	30.43
1056120 POLICE OFFICER 2	1.0000	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	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA	654/01	54,557.88	26.23
1054117 POLICE RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111RPOA	644/01	44,770.96	21.52
1055134 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	611/01	22,159.28	10.65
1061112 DETECTIVE	1.0000	1.0000	1.0000	0.0000	1.0000	1061	PDET	4111RPOA	660/01	61,452.82	29.54
1055126 POLICE OFFICER 1	0.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	611/01	22,159.28	10.65
1049101 OFFICE ASSISTANT	1.0000	1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA	619/01	25,970.10	12.49
1049103 OFFICE ASSISTANT	1.0000	1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA	628/01	32,600.36	15.67
1054105 POLICE RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	1/01	19,111.56	9.19
1054107 POLICE RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	1/01	19,111.56	9.19
1054108 POLICE RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	1/01	19,111.56	9.19
1054111 POLICE RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	44/01	46,114.12	22.17
1054112 POLICE RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	44/01	46,114.12	22.17
1054113 POLICE RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM	44/01	46,114.12	22.17
1055108 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055112 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	611/01	22,159.28	10.65
1055113 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055114 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	652/01	52,452.40	25.22
1055115 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055116 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055117 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055118 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055119 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055124 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1055125 POLICE OFFICER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA	/00	0.00	0.00
1058114 POLICE SERGEANT	1.0000	1.0000	1.0000	0.0000	1.0000	1058	PSGT	4111RPOA	619/01	25,970.10	12.49
1059101 POLICE LIEUTENANT	1.0000	1.0000	1.0000	0.0000	1.0000	1059	PLT	4111ADM	/00	0.00	0.00
1061102 DETECTIVE	1.0000	1.0000	1.0000	0.0000	1.0000	1061	PDET	4111RPOA	619/01	25,970.10	12.49
1065102 EVIDENCE PROPERTY CUSTODI	1.0000	1.0000	1.0000	0.0000	1.0000	1065	EVIDPROPCU	4111ADM	1/01	19,111.56	9.19
1070102 FIREFIGHTER RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	37/01	40,132.30	19.29
1070108 FIREFIGHTER RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	37/01	40,132.30	19.29
1070114 FIREFIGHTER RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	37/01	40,132.30	19.29
1070115 FIREFIGHTER RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	37/01	40,132.30	19.29
1070116 FIREFIGHTER RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	37/01	40,132.30	19.29
1070117 FIREFIGHTER RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	37/01	40,132.30	19.29
1070118 FIREFIGHTER RECRUIT	1.0000	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	37/01	40,132.30	19.29
1071108 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071109 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071110 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071111 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071112 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071117 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071118 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071119 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071121 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1071127 FIREFIGHTER 1	1.0000	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1072102 FIREFIGHTER 2	1.0000	1.0000	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	/00	0.00	0.00
1072104 FIREFIGHTER 2	1.0000	1.0000	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	/00	0.00	0.00
1073102 FIREFIGHTER 3	1.0000	1.0000	1.0000	0.0000	1.0000	1073	FF3	4121IAFF	/00	0.00	0.00
1074101 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	744/01	42,612.44	14.59
1074105 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074107 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074110 FIRE APPARATUS OPERATOR 1	1.0000	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
1074111	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074112	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074113	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	21.47
1074117	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1074122	FIRE APPARATUS OPERATOR	1	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00
1077103	FIRE LIEUTENANT 1	1	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00
1077106	FIRE LIEUTENANT 1	1	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00
1078109	FIRE LIEUTENANT 2	1	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	/00	0.00	0.00
1079105	FIRE LIEUTENANT 3	1	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	/00	0.00	0.00
1271103	DEPUTY FIRE MARSHALL	1	1.0000	0.0000	1.0000	1271	DEFIMARS	4121ADFD	/00	0.00	0.00
1452101	FIRE APPARATUS OPERATOR	L	0.0000	0.0000	1.0000	1452	FAPOPERLAT	4121IAFF	FA01/01	62,695.62	21.47
1071106	FIREFIGHTER 1	1	0.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00
1072106	FIREFIGHTER 2	1	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	FF2/01	55,756.74	19.09
1078114	FIRE LIEUTENANT 2	1	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	/00	0.00	0.00
1070119	FIREFIGHTER RECRUIT	1	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM	37/01	40,132.30	19.29
1366101	ENGINEERING CONSTRUCTION	1	1.0000	0.0000	1.0000	1366	ENGCONSUP	4135ADM	1/01	19,111.56	9.19
1370101	ENGINEERING CONSTRUCTION	1	1.0000	0.0000	1.0000	1370	ENGCONSUP2	4135ADM	1/01	19,111.56	9.19
1098104	KENNEL WORKER	1	1.0000	0.0000	1.0000	1098	KENWKR	4161ADM	1/01	19,111.56	9.19
1441101	STEM INSTRUCTOR	1	1.0000	0.0000	1.0000	1441	STEMINSTR	4211ADM	44/01	46,114.12	22.17
1105101	LIBRARY ASSISTANT-CIRCULA	1	1.0000	0.0000	1.0000	1105	LIBASST	4211ADM	278/01	33,421.44	16.07
1120101	PREPARATOR MUSEUM	1	1.0000	0.0000	1.0000	1120	MUSPREP	4221ADM	/00	0.00	0.00
1117104	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117105	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1117106	GUEST SERVICES ASSOCIATE	1	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	15.67
1127114	LABORER PARKS	1	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01	25,196.60	12.11
1128110	LABORER PARKS	1	1.0000	0.0000	1.0000	1128	GMWRKR	4231AFLC	927/01	31,976.10	15.37
1134103	ZOO KEEPER	1	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	915/01	25,196.60	12.11
1134104	ZOO KEEPER	1	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	926/01	31,351.32	15.07
1475102	GOLF LABORER TEMP	1	1.0000	0.0000	1.0000	1475	GOLFTMP	4233ADM	26/01	32,291.74	15.52
1365101	BEVERAGE CART ATTENDANT	1	1.0000	0.0000	1.0000	1365	BEVATTND	4233ADM	278/01	33,421.44	16.07
1444101	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444102	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444103	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1412103	RECREATION AIDE I PART TI	1	1.0000	0.0000	1.0000	1412	RECAIDE2PT	4241ADM	1/01	19,111.56	9.19
1444104	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444105	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444106	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444107	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444108	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444109	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444110	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444111	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444112	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444113	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444114	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444115	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1444116	REC AIDE/LIFE GUARD TEMP	1	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	16.07
1478101	RECREATION INSTRUCTOR- PA	1	1.0000	0.0000	1.0000	1478	RECINSTR	4241ADM	1/01	19,111.56	9.19
1478102	RECREATION INSTRUCTOR- PA	1	1.0000	0.0000	1.0000	1478	RECINSTR	4241ADM	1/01	19,111.56	9.19
1482101	RECREATION LEADER SR	1	1.0000	0.0000	1.0000	1482	RCLEADSR	4241ADM	42/01	44,326.62	21.31
1438101	LIFE GUARD STUDENT PT	1	1.0000	0.0000	1.0000	1438	LIFEGRDSTN	4242ADM	278/01	33,421.44	16.07
1383104	LIFE GUARD 1 PT	1	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383106	LIFE GUARD 1 PT	1	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383109	LIFE GUARD 1 PT	1	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19
1383120	LIFE GUARD 1 PT	1	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	9.19

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1146102 RECREATION LEADER ADULT C	1.0000	1.0000	0.0000	1.0000	1146	RECLEAD	4243ADM		35/01	38,583.48	18.55
1432101 OPERATIONS AND HOSPITALIT	1.0000	1.0000	0.0000	1.0000	1432	OPHOSPSPEC	4252ADM		1/01	19,111.56	9.19
1167110 MAINTENANCE WORKER STREET	1.0000	1.0000	0.0000	1.0000	1167	MAINTWRKR	4323AFLC		937/01	38,963.34	18.73
1170103 EQUIPMENT OPERATOR STREET	1.0000	1.0000	0.0000	1.0000	1170	EQUIPOP	4323AFLC		/00	0.00	0.00
1170104 EQUIPMENT OPERATOR STREET	1.0000	1.0000	0.0000	1.0000	1170	EQUIPOP	4323AFLC		938/01	39,749.84	19.11
1165101 TRAFFIC SIGNAL TECHNICIAN	1.0000	1.0000	0.0000	1.0000	1165	TRSIGTECH	4325AFLC		962/01	63,928.54	30.73
1461101 TRAFFIC SIGNAL JOURNEYMAN	1.0000	1.0000	0.0000	1.0000	1461	TRSIGJORN	4325ADM		1/01	19,111.56	9.19
1479101 ASSISTANT AIRPORT CREDIT	1.0000	1.0000	0.0000	1.0000	1479	ASAIRCRDSP	4331ADM		1/01	19,111.56	9.19
1471101 MAINTENANCE WORKER RIAC T	1.0000	1.0000	0.0000	1.0000	1471	MAINTWRKR	4332ADM		26/01	32,291.74	15.52
1471102 MAINTENANCE WORKER RIAC T	1.0000	1.0000	0.0000	1.0000	1471	MAINTWRKR	4332ADM		26/01	32,291.74	15.52
1180101 MAINTENANCE WORKER RIAC	1.0000	1.0000	0.0000	1.0000	1180	MAINTWRKR	4332AFLC		927/01	31,976.10	15.37
1180103 MAINTENANCE WORKER RIAC	2.0000	1.0000	0.0000	1.0000	1180	MAINTWRKR	4332AFLC		927/01	31,976.10	15.37
1180105 MAINTENANCE WORKER RIAC	1.0000	1.0000	0.0000	1.0000	1180	MAINTWRKR	4332AFLC		927/01	31,976.10	15.37
1182101 ADMIN. ASSISTANT SR	1.0000	1.0000	0.0000	1.0000	1182	ADMASSTSR	4341ADM		42/01	44,326.62	21.31
1184101 SANITATION WORKER SR.	1.0000	1.0000	0.0000	1.0000	1184	SANWRKRSR	4341AFLC		/00	0.00	0.00
1185104 AUTOMATED COLLECTION OPER	1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFLC		915/01	25,196.60	12.11
1185107 AUTOMATED COLLECTION OPER	1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFLC		937/01	38,963.34	18.73
1185114 AUTOMATED COLLECTION OPER	1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFLC		931C/01	38,937.60	18.72
1185115 AUTOMATED COLLECTION OPER	1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFLC		931C/01	38,937.60	18.72
1480101 ADMINISTRATIVE ASSISTANT	1.0000	1.0000	0.0000	1.0000	1480	ADMINASST	4341ADM		30/01	34,936.72	16.80
1472101 LABORER TEMP LANDFILL	1.0000	1.0000	0.0000	1.0000	1472	LABORTEMP	4342ADM		26/01	32,291.74	15.52
1191103 SANITATION WORKER	1.0000	1.0000	0.0000	1.0000	1191	SANWRKR	4342AFLC		915/01	25,196.60	12.11
1284101 EQUIPMENT OPERATOR SANITA	1.0000	1.0000	0.0000	1.0000	1284	SANEQPOPER	4342AFLC		915/01	25,196.60	12.11
1284102 EQUIPMENT OPERATOR SANITA	1.0000	1.0000	0.0000	1.0000	1284	SANEQPOPER	4342AFLC		915/01	25,196.60	12.11
1189101 EQUIPMENT OPERATOR LANDFI	1.0000	1.0000	0.0000	1.0000	1189	EQUIPOP	4342AFLC		/00	0.00	0.00
1193103 CUSTOMER SERVICE CLERK	2.0000	1.0000	1.0000	1.0000	1193	CUSTSRVCLK	4352ADM		27B/01	33,421.44	16.07
1193104 CUSTOMER SERVICE CLERK	1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352ADM		27B/01	33,421.44	16.07
1193108 CUSTOMER SERVICE CLERK	1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352ADM		27B/01	33,421.44	16.07
1193109 CUSTOMER SERVICE CLERK	1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352ADM		1/01	19,111.56	9.19
1348105 METER READER	1.0000	1.0000	0.0000	1.0000	1348	METERREAD	4352AFLC		915/01	25,196.60	12.11
1481101 METER READER SUPERVISOR	1.0000	1.0000	0.0000	1.0000	1481	METREADSUP	4352AFLC		56/01	58,482.58	28.12
1327101 WORKFLOW COORDINATOR/INSP	1.0000	1.0000	0.0000	1.0000	1327	WRKFLOCOOR	4354AFLC		944/01	44,770.96	21.52
1286106 W & S MAINTENANCE WORKER	1.0000	1.0000	0.0000	1.0000	1286	MAINTWRKR1	4354AFLC		915/01	25,196.60	12.11
1204102 W & S MAINTENANCE WORKER	1.0000	1.0000	0.0000	1.0000	1204	MAINTWRKR2	4354AFLC		937/01	38,963.34	18.73
1206103 EQUIPMENT OPERATOR WATER	1.0000	1.0000	0.0000	1.0000	1206	EQUIPOP	4354AFLC		931/01	34,613.28	16.64
1206104 EQUIPMENT OPERATOR WATER	1.0000	1.0000	0.0000	1.0000	1206	EQUIPOP	4354AFLC		/00	0.00	0.00
1219103 EQUIPMENT OPERATOR WWTP	1.0000	1.0000	0.0000	1.0000	1219	EQUIPOP	4356AFLC		/00	0.00	0.00
1221101 LAB TECHNICIAN ASSISTANT	1.0000	1.0000	0.0000	1.0000	1221	LABTECASST	4358ADM		30/01	34,936.72	16.80
1224102 GROUNDS MAINT. WORKER CEM	1.0000	1.0000	0.0000	1.0000	1224	GMWRKR	4411AFLC		927B/01	32,448.00	15.60
1224104 GROUNDS MAINT. WORKER CEM	1.0000	1.0000	0.0000	1.0000	1224	GMWRKR	4411AFLC		923/01	29,523.00	14.19
1231104 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC		/00	0.00	0.00
1231110 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC		931/01	34,613.28	16.64
1231111 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC		/00	0.00	0.00
1231112 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC		931/01	34,613.28	16.64
1231113 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC		931/01	34,613.28	16.64
1231114 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC		915/01	25,196.60	12.11
1231119 VEHICLE OPERATOR TRANSIT	1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC		931C/01	38,937.60	18.72
1437101 EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1437	EMRADMASST	4656ADM		30/01	34,936.72	16.80
1437102 EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1437	EMRADMASST	4656ADM		30/01	34,936.72	16.80
1236102 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM		/00	0.00	0.00
1236103 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM		37/01	40,132.30	19.29
1236105 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM		37/01	40,132.30	19.29
1236108 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM		37/01	40,132.30	19.29
1236110 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM		37/01	40,132.30	19.29
1236111 EMERGENCY COMM. DISPATCH	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM		37/01	40,132.30	19.29

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
1236112	EMERGENCY COMM. DISPATCHER	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	40,132.30	19.29	19.29
1236114	EMERGENCY COMM. DISPATCHER	1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	40,132.30	19.29	19.29
1263101	EMERGENCY COMMUNICATIONS	1.0000	1.0000	0.0000	1.0000	1263	EMCOQUASCO	4656ADM	54/01	56,202.22	56,202.22	27.02	27.02
			TOTAL	2.0000	168.0000					4,385,719.10	4,385,719.10	2,051.46	2,051.46

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

Employee Turnover



Period Start Date: 8/22/2025
Period End Date: 9/4/2025

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS					
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					
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%
Location: 4015 CITY CLERK					
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					
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					
1028	ACCOUNTING TECHNICIAN II	2	2	0	0.00%
1030	ACCOUNTANT	1	1	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%
1273	ACCOUNTING SUPERVISOR	1	1	0	0.00%
1275	PAYROLL ASSISTANT	1	1	0	0.00%

Employee Turnover



Period Start Date: 8/22/2025
Period End Date: 9/4/2025

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%
1476	ASSISTANT FINANCE DIRECTOR	1	1	0	0.00%
Location: 4051 LEGAL					
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%
Location: 4061 HUMAN RESOURCES					
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					
1043	CUSTODIAN	1	1	0	0.00%
1045	FACILITIES MAINT. SPECIALIST	4	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	2	2	0	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%
Location: 4074 FLEET MAINTENANCE					
1340	VEHICLE MAINTENANCE SUPERVISOR	1	1	0	0.00%
Location: 4111 POLICE DEPARTMENT					
1043	CUSTODIAN	1	111	0	0.00%
1049	OFFICE ASSISTANT POLICE	6	6	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0	0.00%

removed 1

Employee Turnover



Period Start Date: 8/22/2025
Period End Date: 9/4/2025

1053	POLICE SERV AIDE CAREER PATH	4	4	0	0.00%
1054	POLICE RECRUIT	6	6	0	0.00%
1055	POLICE OFFICER 1	18	18	0	0.00%
1056	POLICE OFFICER 2	19	19	0	0.00%
1057	POLICE OFFICER 3	8	7	0	0.00%
1058	POLICE SERGEANT	13	13	0	0.00%
1059	POLICE LIEUTENANT	4	4	0	0.00%
1060	POLICE CAPTAIN	2	2	0	0.00%
1061	DETECTIVE	11	11	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	2	2	0	0.00%
1066	TSU CRIME SCENE TECHNICIAN	5	5	0	0.00%
1067	ADMIN. ASSISTANT POLICE	5	5	0	0.00%
1473	REALTIME CRIME CENTER OPERATOR	2	2	0	0.00%
Location: 4121 FIRE DEPARTMENT					
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1070	FIREFIGHTER RECRUIT	11	11	0	0.00%
1071	FIREFIGHTER 1	17	17	0	0.00%
1072	FIREFIGHTER 2	2	2	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	10	10	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	13	13	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	2	2	0	0.00%
1077	FIRE LIEUTENANT 1	5	5	0	0.00%
1078	FIRE LIEUTENANT 2	9	9	0	0.00%
1079	FIRE LIEUTENANT 3	9	9	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%

J.Juarez exit

Employee Turnover



Period Start Date: 8/22/2025

Period End Date: 9/4/2025

1281	FIREMARSHAL	1	1	0	0.00%
1308	DIVISION CHIEF - EMS	1	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

1017	COMMUNITY DEVELOPMENT DIRECTOR	5	5	0	0.00%
1018	PLANNER SENIOR	1	1	0	0.00%
1260	COMMUNITY DEVELOPMENT PRP TECH	1	1	0	0.00%
1314	PLANNER II	1	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%

Location: 4135 ENGINEERING

1158	CONSTRUCTION INSPECTOR	9	9	0	0.00%
1159	CONSTRUCTION INSPECTOR SR.	1	1	0	0.00%
1160	ENGINEERING TECHNICIAN	2	2	0	0.00%
1162	DIRECTOR OF ENGR. & INFRA.	2	2	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

1086	OFFICE ASST. CODE ENFORCEMENT	12	12	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%
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

1094	OFFICE ASST. ANIMAL CONTROL	12	13	0	0.00%
1095	ANIMAL CONTROL OFFICER	1	1	0	0.00%
1097	KENNEL COORDINATOR	5	5	0	0.00%
1098	KENNEL WORKER	1	1	0	0.00%
		4	5	0	0.00%

Employee Turnover



Period Start Date: 8/22/2025
Period End Date: 9/4/2025

1448	ANIMAL SERVICES MANAGER	1	1	0	0.00%
Location: 4181 C.E.P.					
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%
Location: 4192 COMMUNITY ENHANCEMENT					
1100	COMMUNITY IMPROVEMENT TECH.	1	1	0	0.00%
Location: 4211 LIBRARY					
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	1	1	0	0.00%
1107	REFERENCE ASSISTANT	1	1	0	0.00%
1109	LIBRARY CATALOGER	1	1	0	0.00%
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
1267	INTER LIBRARY L & R LIBRARIAN	1	1	0	0.00%
1277	CHILDREN AND YOUTH LIBRARIAN	1	1	0	0.00%
1354	YOUTH LIBRARIAN ASSISTANT	1	1	0	0.00%
1387	LIBRARY PAGE SENIOR PT	7	7	0	0.00%
1441	STEM INSTRUCTOR	0	0	0	#DIV/0!
1474	HEAD OF CIRCULATION	1	1	0	0.00%
Location: 4221 MUSEUM					
1116	MUSEUM STORE SUPERVISOR	1	1	0	0.00%
1117	GUEST SERVICES ASSOCIATE	2	2	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%
Location: 4231 PARKS					
1043	CUSTODIAN	1	1	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%

Employee Turnover



Period Start Date: 8/22/2025

Period End Date: 9/4/2025

1127	LABORER PARKS	11	11	0	0.00%
1128	GROUND MAINT WORKER PARKS	9	9	0	0.00%
1129	GROUND 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	4	4	0	0.00%
Location: 4232 ZOO		7	7	0	0.00%
1133	LABORER ZOO	1	1	0	0.00%
1134	ZOO KEEPER	2	2	0	0.00%
1135	GROUND 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	GROUND MAINT ZOO LEAD	1	1	0	0.00%
Location: 4233 GOLF		17	17	0	0.00%
1139	GROUND 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%
1475	GOLF LABORER TEMP	1	1	0	0.00%
Location: 4241 RECREATION		17	16	1	6.06%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%
1145	RECREATION AIDE 2	2	2	0	0.00%
1146	RECREATION LEADER	1	1	0	0.00%
1148	SUPERVISOR RECREATION	1	1	0	0.00%
1150	RECREATION MANAGER	1	1	0	0.00%
1380	RECREATION AIDE 2 PT	1	1	0	0.00%

Employee Turnover



Period Start Date: 8/22/2025

Period End Date: 9/4/2025

1412	RECREATION AIDE 1 PT	7	7	0	0.00%
1444	REC AID/LIFEGUARD TEMP	1	0	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4723 BURROLA, EZEKIEL					
1482	RECREATION LEADER SR	1444111	REC AID/LIFEGUARD TEMP	6/4/2025	9/1/2025
Location: 4242 RECREATION AQUATIC POOL					
1383	LIFE GUARD 1 PT	9	6	0	0.00%
1426	HEAD LIFEGUARD PT	2	2	0	0.00%
1442	AQUATICS SPECIALIST	1	1	0	0.00%
Location: 4252 CONVENTION CENTER					
1322	GENERAL FACILITIES & OPER. MGR	4	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	1	1	0	0.00%
Location: 4253 VISITOR CENTER					
1278	GUEST SERVICES ASSOCIATE VC	4	2	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%
Location: 4261 PUBLIC RELATIONS					
1155	PUBLIC INFORMATION OFFICER	3	1	0	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%
Location: 4323 STREETS					
1167	MAINTENANCE WORKER STREETS	22	9	1	4.55%
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	3	3	1	33.33%
4767 BANNISTER, JOHNATHON					
1171	EQUIPMENT OPERATOR SR. STREETS	1170104	EQUIPMENT OPERATOR STREETS	9/2/2025	9/2/2025
1172	SUPERVISOR STREETS	3	1	0	0.00%
1173	SUPERINTENDENT STREETS	1	1	0	0.00%
1378	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0.00%
Location: 4325 SPECIAL ELECTRONICS					
		2	2	0	0.00%

Employee Turnover



Period Start Date: 8/22/2025 Period End Date: 9/4/2025						
1165	TRAFFIC SIGNAL TECHNICIAN	1	1	0	0.00%	
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%	
Location: 4331 AIRPORT - ADMINISTRATION						
1175	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%	
1177	AIR CENTER DEPUTY DIRECTOR	1	1	0	0.00%	
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	1	1	0	0.00%	
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%	
Location: 4332 AIRPORT - OPERATIONS						
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%	
1179	SUPERVISOR RIAC	1	1	0	0.00%	
1180	MAINTENANCE WORKER RIAC	3	3	0	0.00%	
Location: 4341 SANITATION						
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%	
1184	SANITATION WORKER SR.	3	3	0	0.00%	
1185	AUTOMATED COLLECTION OPERATOR	15	14	0	0.00%	
1186	SOLID WASTE/FACILITY MANAGER	1	1	0	0.00%	
1373	HEAVY-DUTY TECHNICIAN	4	4	0	0.00%	
1374	LUBE TECHNICIAN	1	1	0	0.00%	
1375	PARTS TECHNICIAN	1	1	0	0.00%	
1477	SOLID WASTE ADMIN ANALYST	1	1	0	0.00%	
Location: 4342 LANDFILL						
1187	ACCOUNTING TECHNICIAN II	1	1	0	0.00%	
1189	EQUIPMENT OPERATOR	5	6	0	0.00%	
1191	SANITATION WORKER	1	2	0	0.00%	
1330	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%	
1458	SCALE HOUSE ATTENDANT	1	1	0	0.00%	
1469	EQUIPMENT OPERATOR SR	1	1	0	0.00%	
Location: 4352 WATER - CUSTOMER SERVICE						
1193	CUSTOMER SERVICE CLERK	7	7	1	15.38%	
Employee #	Name	Position Code	Description	Hire Date	Termination Date	

Employee Turnover

Period Start Date: 8/22/2025
Period End Date: 9/4/2025

[4627 VEGA-BARRAZA, ANGELICA](#)

1193104 CUSTOMER SERVICE CLERK

8/27/2025

11/4/2024

1195	UTILITIES BILLING SUPERVISOR	1	1	0	0.00%
1348	METER READER	4	5	0	0.00%
1357	UTILITIES BILLING CS LEAD	1	1	0	0.00%
1460	UTILITIES BILLING MANAGER	1	1	0	0.00%

Location: 4353 CENTRAL CONTROL	8	8	0	0.00%
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1196	WATER PRODUCTION OPERATOR	5	5	0	0.00%
1197	ADMIN. ASST. SR. CENT. CONTR.	1	1	0	0.00%
1269	DEPUTY SUPERINTENDENT	1	1	0	0.00%
1292	WATER PRODUCTION OPERATOR SR	1	1	0	0.00%

Location: 4354 PUBLIC WORKS	32	33	0	0.00%
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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	1	0	0.00%
1205	MAINTENANCE WORKER SR. WATER	3	3	0	0.00%
1206	EQUIPMENT OPERATOR WATER	6	6	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	11	11	0	0.00%
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1372	UTILITY CONSTR COORDINATOR	1	1	0	0.00%
1377	METER MAINTENANCE TECHNICIAN	1	1	0	0.00%
1407	WATER CONSERVATION SPECIALIST	1	1	0	0.00%

Location: 4355 WWTP	13	13	0	0.00%
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1211	ADMIN. ASSISTANT SR. WWTP	1	1	0	0.00%
1212	PRETREATMENT COORDINATOR WWTP	1	1	0	0.00%
1213	OPERATOR WWTP	5	5	0	0.00%
1214	OPERATOR SR. WWTP	1	1	0	0.00%
1215	SUPERVISOR WWTP	1	1	0	0.00%
1216	SUPERINTENDENT WWTP	1	1	0	0.00%

Employee Turnover



a tyler erp solution

Period Start Date: 8/22/2025					
Period End Date: 9/4/2025					
1283	WWTP ELECTRICIAN	1	1	0	0.00%
1311	MAINTENANCE WORKER WWTP	2	2	0	0.00%
Location: 4356 WWTP - SEWER MAINTENANCE					
1219	EQUIPMENT OPERATOR WWTP	4	4	0	0.00%
1454	EQUIPMENT OPERATOR SR. WWTP	2	2	0	0.00%
Location: 4358 WWTP - CITY LAB					
1221	LAB TECHNICIAN ASSISTANT WWTP	1	1	0	0.00%
1222	LABORATORY TECHNICIAN WWTP	1	1	0	0.00%
Location: 4411 CEMETERY					
1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%
1224	GROUPS MAINT. WORKER CEMETERY	2	2	0	0.00%
1225	GROUPS MAINT. WORKER SR. CEM.	4	4	0	0.00%
1226	SUPERINTENDENT CEMETERY	1	1	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0.00%
1470	CEMETERY LABORER TEMP	1	1	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT					
1043	CUSTODIAN	1	1	0	0.00%
1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	12	13	0	0.00%
1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%
1315	TRANSIT OPERATIONS SUPV I	1	1	0	0.00%
Location: 4631 INFORMATION TECHNOLOGY					
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					
1236	EMERGENCY COMM. DISPATCHER	6	6	0	0.00%
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%

Employee Turnover



Period Start Date: 8/22/2025
Period End Date: 9/4/2025

1262	TRAINING COORDINATOR	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%

636

add 1 for T.Shultz
Adult Center Recreation Leader

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee

Meeting Date: 09/25/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

September 2025 Monthly Report -- City Clerk's Office

Attachments

September 2025 Monthly Report -- City Clerk's Office

September 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 highlight some of the key functions completed.

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

<u>Department</u> (August 19, 2025- September 19, 2025)	<u>New</u>
City Clerk	43
Municipal Court	0
PVRCC (Chaves County Sheriff’s Office)	5
Roswell PD	235

Legal Committee

Meeting Date: 09/25/2025

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 An Ordinance Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection. (James MacCornack)

BACKGROUND:

Initiated by: James MacCornack

City of Roswell had a Community Assistance Visit from FEMA personnel. During this visit, required updates were identified to the City Flood Damage Prevention Ordinance to enable the City to remain compliant with National Flood Insurance Program regulations. The proposed changes are directly from language in Code of Federal Regulations Title 44 and FEMA guidance documents. Proposed changes will not affect current process or procedures in flood plain administration.

FINANCIAL CONSIDERATION:

None.

LEGAL REVIEW:

The City attorney has reviewed this ordinance.

BOARD AND COMMITTEE ACTION:

Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:

Ordinance 25-XX: Consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX An Ordinance Amending Chapter 11 of the Roswell City Code Regarding Flood Damage Protection.

Attachments

Draft_Ordinance 25-XX Flood Ordinance Amendments

ORDINANCE 25-XX

AN ORDINANCE OF THE CITY OF ROSWELL PROVIDING FOR FLOOD DAMAGE PROTECTION; AMENDING CHAPTER 11 OF THE ROSWELL CITY CODE, 1999; ESTABLISHING STANDARDS FOR NEW CONSTRUCTION, DEFINING NECESSARY TERMS, AND PROVIDING FOR ADMINISTRATION OF THIS ORDINANCE; PROVIDING FOR REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND FIXING AN EFFECTIVE DATE.

WHEREAS, The City of Roswell has the authority under NMSA 1978, §3-18-1 to “protect generally the property of its municipality and its inhabitants,” *and*

WHEREAS, The City has the authority to regulate flood and mudslide hazard areas NMSA 1978, §3-18-7, *and*

WHEREAS, The City has the authority to regulate and conduct municipal flood control activities, NMSA 1978, § 3-41-1 *et seq.*

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

SECTION Chapter 11 of the Roswell Code is amended as follows

ARTICLE II. FLOOD DAMAGE PREVENTION

DIVISION 1. GENERALLY

Sec. 11-6. Statutory authorization.

The legislature of the State of New Mexico has, in NMSA 1978, § 3-18-7, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses.

Sec. 11-7. Findings of fact.

(a) The flood hazard areas of Roswell, New Mexico are subject to periodic inundation which results in the loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare.

(b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands, because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

Sec. 11-8. Statement of purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize the expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone and sewer lines, and streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood-blight areas; and
- (7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 11-9. Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

- (1) Restricts or prohibits uses that are dangerous to health, safety or property in times of flood or cause excessive increases in flood heights or velocities;
- (2) Requires that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels and natural protective barriers which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevents or regulates the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Secs. 11-10—11-15. Reserved.

DIVISION 2. DEFINITIONS

Sec. 11-16. Definitions generally.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give them the meaning they have in common usage and to give this article its most reasonable application:

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar land form which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on a alluvial fan or similar land form below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.

Area of shallow flooding means a designated AO, AH or VO zone on a community's flood insurance rate map (FIRM) with a one-percent chance or greater annual chance of flooding to an average depth of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBm). After detailed rate-making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AE, AH, AO, A1-99, VO, V 1-30, VE or V.

Base flood means the flood having a one-percent chance of being equaled or exceeded in any given year.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Critical feature means an integral and readily identifiable part of a flood protection system without which the flood protection provided by the entire system would be compromised.

Development means any manmade change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations.

Elevated building means for insurance purposes, a nonbasement building, which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings or columns.

Existing construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.)

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood hazard boundary map (FHBM) means an official map of a community on which the Federal Emergency Management Agency has delineated the boundaries of the flood and mudslide- (i.e., mudflow) related erosion areas having special hazards and which have been designated as Zone A, M and or E.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood insurance study is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the flood hazard boundary map.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of "flooding").

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify

flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway (regulatory floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historical structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of Section 60.3 of the National Flood Insurance Program Regulations.

Manufactured home means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes, the term "manufactured home" does not include park trailers, travel trailers and other similar vehicles.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1988 or other datum to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installations of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreation vehicle means a vehicle which is:

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- (1) Built on a single chassis;
 - (2) Four hundred square feet or less when measured at the largest horizontal projections;
 - (3) Designed to be self-propelled or permanently towable by a light duty truck; and
 - (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Public Law 97-348)) includes substantial improvement and means the date the building permit was issued; provided the actual start of construction, repair, reconstruction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a gas or liquid storage tank, that is principally aboveground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damage condition would equal or exceed 50 percent of the market value of the structure before damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or
- (2) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance is a grant of relief to a person from the requirements of this article when specific enforcement would result in unnecessary hardship. A variance, therefore, permits

construction or development in a manner otherwise prohibited by this article. (For full requirements, see Section 60.6 of the National Flood Insurance Program Regulations).

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certification or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Secs. 11-17—11-20. Reserved.

DIVISION 3. GENERAL PROVISIONS

Sec. 11-21. Lands to which this article applies.

This article shall apply to all areas of special flood hazard within the jurisdiction of Roswell, New Mexico.

Sec. 11-22. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard, identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for Chaves County, New Mexico, and Incorporated Areas, Volume 1 of 1," dated September 25, 2009, with accompanying Flood Insurance Rate Maps (, are hereby adopted and declared to be a part of this article.

Sec. 11-23. Development permit required.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

Sec. 11-24. Compliance.

No structure or land shall hereafter be located, altered or have its use changed without full compliance with the terms of this article and other applicable regulations.

Sec. 11-25. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 11-26. Interpretation.

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 11-27. Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

Secs. 11-28—11-30. Reserved.

DIVISION 4. ADMINISTRATION

Sec. 11-31. Designation of the floodplain administrator.

The city engineer is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

Sec. 11-32. Duties and responsibilities of the floodplain administrator.

The duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintaining and holding open for public inspection all records pertaining to the provisions of this article.
- (2) Reviewing permit applications to determine whether the proposed building site will be reasonably safe from flooding.

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- (3) Reviewing, approving or denying all applications for development permits required by the adoption of this article.
 - (4) Reviewing permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
 - (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation.
 - (6) Notifying, in riverine situations, adjacent communities and the state coordinating agency, which is the state engineer's office, prior to any alteration or relocation of a watercourse and submitting evidence of such notification to the New Mexico Department of Homeland Security and Emergency Management Preparedness Bureau .
 - (7) Assuring that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
 - (8) When base flood elevation data hasnot been provided in accordance with section 11-22, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source in order to administer the provisions of division 5.
 - (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM; unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
 - (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first completes all of the provisions required by §65.12.

Sec. 11-33. Permit procedures.

- (a) The application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate, drawn to scale, showing the location, dimensions and elevation of the proposed landscape alterations, the existing and proposed structures and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - (1) The elevation (in relation to mean sea level) of the lowest floor (including basement) of all new and substantially improved structures;
 - (2) The elevation (in relation to mean sea level) to which any nonresidential structure shall be floodproofed.
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- (3) A certificate from a registered professional engineer or architect that the nonresidential, floodproofed structure shall meet the floodproofing criteria of section 11-42;
 - (4) The description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of the proposed development;
 - (5) A record maintained of all such information in accordance with section 11-32(1).
- (b) The approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:
- (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage, and the effect of such damage on the individual owner;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities, such as sewer, gas, electrical and water systems;
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters, and the effects of wave action, if applicable, expected at the site;
 - (8) The necessity to the facility of a waterfront location, where applicable;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - (10) The relationship of the proposed use to the comprehensive plan for that area.

Sec. 11-34. Variance procedures.

- (a) The appeal board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this article.
- (b) The appeal board shall hear and render judgment on an appeal only when it is alleged that there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this article.
- (c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places,

without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the relevant factors in section 11-33(b) of this division have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

(g) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this article (division 1, section 11-8).

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(j) Prerequisites for granting variances:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon:

a. Showing a good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that:

(1) The criteria outlined in section 11-34(a) through (i) are met; and

(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Secs. 11-35—11-40. Reserved.

DIVISION 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

Sec. 11-41. General standards.

In all areas of special flood hazard the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate the infiltration of floodwaters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate the infiltration of floodwaters into the systems and discharge from the systems into floodwaters; and
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

Sec. 11-42. Specific standards.

In all areas of special flood hazard where base flood elevation data have been provided, as set forth in sections 11-31, 11-32(8) and 11-43(d), the following provisions are required:

- (1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to or above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in subsection 11-33(a)(1), is satisfied.
- (2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight

with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall develop and/or review the structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice, as outlined in this subsection. A record of such certification, which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.

(3) Enclosures. New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- b. The bottom of all openings shall be no higher than one foot above grade.
- c. Openings may be equipped with screens, louvers, valves or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

(4) Manufactured homes.

a. Require that all manufactured homes to be placed within zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist floatation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, the use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

b. Require that all manufactured homes that are placed or substantially improved within zones A1-30, AH, AR and AE on the community's FIRM on sites:

- 1. Outside of a manufactured home park or subdivision;
- 2. In a new manufactured home park or subdivision;
- 3. In an expansion to an existing manufactured home park or subdivision; or
- 4. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist

flotation, collapse, and lateral movement.

c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH, AE on the community's FIRM that are not subject to the provisions of subsection (4) of this section be elevated so either:

1. The lowest floor of the manufactured home is at or above the base flood elevation; or
2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(5) Recreational vehicles. Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either:

- a. Be on the site for fewer than 180 consecutive days;
- b. Be fully licensed and ready for highway use; or
- c. Meet the permit requirements of article IV, section 11-33(a), and the elevation and anchoring requirements for "manufactured homes" in subsection (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 11-43. Standards for subdivision proposals.

- (a) All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with sections 11-7 through 11-9 of this article.
- (b) All proposals for the development of subdivisions, including manufactured home parks and subdivisions, shall meet the floodplain development permit requirements of sections 11-23 and 11-37 and the provisions of this division.
- (c) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including manufactured home parks and subdivisions, which is greater than 50 lots or five acres, whichever is less, if not otherwise provided pursuant to section 11-22 or section 11-36(8) of this article.
- (d) All subdivision proposals, including manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivision proposals, including manufactured home parks and subdivisions, shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize or eliminate flood damage.

Sec. 11-44. Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard, established in section 11-22, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in the feet on the community's FIRM (at least two feet if no depth number is specified).
- (2) All new construction and substantial improvements of nonresidential structures;
 - a. Have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or
 - b. Together with attendant utility and sanitary facilities, be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or the effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 11-33(a)(2), are satisfied.
- (4) Require within zones AH or AO adequate drainage paths around structures on slopes to guide floodwaters around and away from the proposed structures.
(Code 1984 § 10-51; Ord. No. 1320, 4-1999)

Sec. 11-45. Floodways.

Located within areas of special flood hazard, established in section 11-22, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development, not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If section 11-23(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.

(3) Under the provision of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by §65.12.

Sec. 11-46. Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violation of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500.00 or imprisoned for not more than five days, or both for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Roswell from taking such other lawful action as is necessary to prevent or remedy any violation.

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: 09/25/2025

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 one (1) dilapidated structure. (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 September 25, 2025.

STAFF RECOMMENDATION:

Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of one (1) dilapidated structure.

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 9th day of October 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
1601 S WASHINGTON AVE SOUTH HIGHLANDS EXT C Block 5 Lot 15	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	CASTILLO, PAUL PO BOX 4637 ROSWELL, NM 88202

1601 S WASHINGTON AVE





Legal Committee

Meeting Date: 09/25/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

ITB: Consider recommending approval of ITB-25-012 Golf Merchandise as a multi-source award to Acushnet Company and BSN Sports, LLC. (James Burress)

BACKGROUND:

Initiated by: James Burress

The City issued ITB-25-012 for the supply of golf merchandise for resale at the Nancy Lopez Golf Course at Spring River Pro Shop. Bids were opened on August 12, 2025.

Two bids were received:

BSN Sports, LLC offered a flat 10% discount off MSRP for golf balls, clubs, bags, gloves, and other merchandise.

Acushnet Company submitted wholesale pricing sheets across all categories including golf balls, clubs, bags, gloves, apparel, footwear, and accessories (Titleist, FootJoy, and Scotty Cameron brands). Discounts ranged from approximately 25% to 50% below MSRP. Awarding to both vendors will allow the Golf Course Pro Shop to maintain flexibility in sourcing and ensure a continuous supply of merchandise for its customers, while providing a variety of brands and competitive pricing.

FINANCIAL CONSIDERATION:

Purchases will be made on an as-needed basis and funded through the Golf Course operational budget.

LEGAL REVIEW:

Contracts to be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

This item was approved 4-0 by the Infrastructure Committee at its meeting on Monday, September 15, 2025.

STAFF RECOMMENDATION:

ITB: Consider recommending approval of ITB-25-012 Golf Merchandise as a multi-source award to Acushnet Company and BSN Sports, LLC.

Attachments

ITB-25-012 Golf Merchandise Award Recommendation
ITB-25-012 Golf Merchandise - Bid Tabulation

Award Recommendation

Award Recommendation for: ITB-25-012 Golf Merchandise

The City of Roswell issued Invitation to Bid (ITB) 25-012 seeking sealed bids to establish a price agreement for golf clubs, balls, bags, gloves, footwear, apparel, accessories, and other pro shop merchandise for the Nancy Lopez Golf Course at Spring River. Vendors were asked to provide pricing in the form of a fixed percentage discount off MSRP, distributor, or catalog pricing to ensure competitive pricing and quality merchandise.

Bids were opened on August 12, 2025.

Two bids were received and reviewed:

BSN Sports, LLC

- Offered a flat 10% discount off MSRP for golf balls, clubs, bags, gloves, and other retail merchandise.

Acushnet Company

- Submitted wholesale price lists across all categories, including golf balls, bags, gloves, apparel, footwear, accessories, and clubs (Titleist, FootJoy, and Scotty Cameron brands).
- Discounts ranged from approximately 25% to 50% below MSRP.

Staff recommends a multi- award of ITB-25-012 Golf Merchandise to Acushnet Company and BSN Sports, LLC.

Awarding to both vendors will allow the Golf Course Pro Shop to maintain flexibility in ordering and ensure a continuous supply of merchandise for its customers. This multi-source approach also provides greater variety of products and brands, helping the Golf Course meet customer demand while supporting competitive pricing.

The agreement will be for one (1) year, with the option to renew for up to three (3) additional one-year terms, subject to mutual written agreement.

Sincerely,



Arely Peek,
Purchasing Agent

CITY OF ROSWELL
BID TABULATION
 Bid No. ITB-25-012 • Golf Merchandise
 Opening Date: August 12, 2025

Bidder	Golf Balls	Golf Clubs	Golf Bags	Golf Gloves	Apparel	Footwear	Accessories
BSN Sports, LLC	10% off MSRP	10% off MSRP	10% off MSRP	10% off MSRP	Not Offered	Not Offered	10% off MSRP (limited)
Acushnet Company	25% off MSRP	30-35% off MSRP	40% off MSRP	50% off MSRP	30-40% off MSRP	30% off MSRP	25-40% off MSRP


 Purchasing: _____ Date: 8-12-25

Legal Committee

Meeting Date: 09/25/2025

COMMITTEE: Finance

CONTACT: Toni Gomez

CHAIR: Robert B. Corn

ACTION REQUESTED:

Consider recommending approval to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell. (Cole/Gomez)

BACKGROUND:

Initiated by: Chad Cole / Toni Gomez

The City of Roswell is seeking to engage a qualified firm to perform internal auditing services to strengthen internal controls, enhance compliance, and support transparency in municipal operations.

FINANCIAL CONSIDERATION:

Funding for these services is available in the adopted FY26 budget under the Finance Department's professional services line item 11014041 654801. The proposed contract amount shall not exceed 58,500 plus applicable sales tax, and the agreement may be structured as a one-year term with an option to renew, subject to available funding and performance review.

LEGAL REVIEW:

The contract was reviewed by Legal.

BOARD AND COMMITTEE ACTION:

City Council referred item back to legal.

STAFF RECOMMENDATION:

Consider recommending approval to enter into a professional services contract with True Business Solutions to provide internal audit services for the City of Roswell.

Attachments

Draft_Edits_Auditor Contract

Agreement for Professional Services and Consulting Agreement for a City Internal Auditor

This agreement (“Agreement”) is made and entered into effective [____], 2025 by and between the City of Roswell, New Mexico (City), with a principal place of business at 425 North Richardson Street, Roswell, NM 88201 and True Business Solutions, LLC (Consultant), with a principal place of business at P.O. Box 1066, Roswell, NM 88202-1066.

Recitals

Wherefore, the Mayor and City Council (the “Governing Body”) concur that an internal Auditor is essential to the financial wellbeing and integrity of the City; and

Wherefore, Sec. 2-91 of the Roswell Code provides that there shall be an Internal Auditor and

Wherefore, this Auditor shall report to the governing body and the Mayor through the Treasurer; and

Wherefore, the Mayor has recommended the Consultant and the Governing Body has approved the Consultant to serve as the City’s Internal Auditor;

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Consultant shall perform the services described in Section 1 of this Agreement (this section) and perform this nonattest engagement in accordance with the standards of the American Institute of Certified Public Accountants (AICPA).

Services to be Performed

Consultant agrees to perform the following nonattest services during the period:

- Perform an initial risk assessment to identify and prioritize high-risk areas
- Develop a flexible internal audit plan that aligns with the City’s strategic objectives and emerging risks
- Develop internal audit methodologies addressing the areas of risk identified in the audit plan and perform appropriate testing as designed.
- Communicate with City Leadership, including the City Manager, the Mayor, the Finance and Audit Committee any identified deficiencies and weaknesses and make recommendations for improvements on a regular basis
- Deliver standardized internal audit reports for City Leadership including executive summaries, detailed findings, and actionable recommendations
- Conduct follow-up procedures to verify implementation of audit recommendations
- Perform regular monitoring procedures utilizing various testing procedures and techniques

Engagement Limitations and Responsibilities

This engagement and scope therein are considered as nonattest services. The Internal City Auditor will report to the governing body through the Audit Committee, comprised of the Treasurer and the chairs of the Finance, Legal, Public Safety, and Infrastructure Committees. The Treasurer shall chair the Audit Committee. Any action requested shall be referred to the appropriate standing governing body committee. All reports of the Internal City Auditor shall be available upon request to any governing body member. In the Absence of a Treasurer, the City also agrees to designate an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services during regular functions.

The Consultant will perform this engagement in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

The Consultant's engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity of noncompliance with laws and regulations. The Consultant has no responsibility to identify and communicate deficiencies in the City's internal control as part of this engagement. The City agrees that the Consultant shall not be responsible for any misstatements in the entity's financial statements that may not be identified as a result of misrepresentations made by the City

Special conditions between Consultant and City:

1. **IRREGULARITIES AND ILLEGAL ACTS:** In consultation with the City Attorney, The Consultant shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of to the City Manager, the Mayor and the Audit Committee, and the NM State Auditor's Office.
2. **ADDITIONAL SERVICES:** Should the Governing Body decide to request testing of additional systems, the Consultant will perform the assessment at an agreed upon rate and time schedule.

3. Compensation

The City shall pay to the Consultant in full payment for services satisfactorily performed on a monthly basis as described below, not to exceed \$58,500.00, annually, plus applicable taxes. This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this

Agreement shall equal the amount stated herein. The parties do not intend for the Consultant to continue to provide services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Expenses

Consultant will be responsible for all normal business expenses incurred while performing services under this Agreement, excepting travel, whereupon it will be authorized and approved in advance by City's authorized responsible party. Travel expenses are to be reimbursed at actual expense.

Taxes

City will not withhold FICA (Social Security and Medicare taxes) from Consultant's payments or make FICA payments on Consultant's behalf, make state or federal unemployment compensation contributions on Consultant's behalf, or withhold state or federal income tax from Consultant's payments. Consultant will pay all applicable income taxes incurred while performing services under this agreement and any applicable self-employment (Social Security and Medicare) taxes.

City is responsible for all State of New Mexico Gross Receipts Taxes applicable to the payments and location the work was performed.

Payments

In consideration for the services to be performed by Consultant, City agrees to pay Consultant a consulting fee not to exceed USD \$58,500.00 plus applicable sales taxes for the period as described in Section 1. Billing is as below:

- Twelve (12) Monthly payments based on services performed plus applicable sales taxes and reimbursable expenses due by the tenth (10) of the following month, or the following Monday if the 10th falls on a weekend. A detailed billing statement will be sent by Consultant via email by the last day of the billing month to applicable employee(s) at the City for prompt approval and payment.

Funds can be sent via check to Consultant (TBS, LLCs) address above or through electronic means acceptable to City. Consultant will submit invoices to City as described above, with each invoice covering appropriate periods. The invoices will include an invoice number, the dates covered by the invoice, and a summary of the work performed. City will promptly pay Consultant's fee within one (1) week after receiving the invoice.

Business Permits, Certificates, and Licenses

Consultant has complied with all federal, state, and local laws requiring business permits, certificates, and licenses to conduct the services to be performed under this Agreement.

Insurance

City will not provide insurance coverage of any kind for Consultant.

4. Term

This Agreement will become effective on July 1, 2025 or as soon as practicable and continue through June 30, 2026. This Agreement may thereafter be renewed for up to three additional periods of one (1) year each upon mutual written agreement of the Parties. Each renewal period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the Parties.

This Agreement may be terminated immediately by either of the parties upon written notice delivered to the other party by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination

City will promptly pay Consultant for services performed before the effective date of termination. City will not owe Consultant compensation for any services performed following such date.

6. Status of Consultant

The Consultant and its agents and employees are independent Consultants performing professional services for the City and are not employees of the City. The Consultant and its employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the City as a result of this Agreement.

Consultant is an independent Consultant, not City's employee. Consultant and City agree to the following rights and obligations consistent with an independent Consultant relationship:

- Consultant has the right to perform services for others during the term of this Agreement.
- Consultant has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Consultant has the right to perform the services required by this Agreement at any place, location, or time.
- Consultant will furnish all equipment and materials used to provide the services required by this Agreement.
- City will not require Consultant to devote full time to performing the services required by this Agreement.

7. Assignment

The Consultant shall not assign, delegate, subcontract any rights or obligations, or transfer any interest in this Agreement or assign any claims for money due or to become due under this agreement without City's prior written approval.

9. Records

The Consultant shall maintain detailed records that indicate the nature of services rendered during the term of this Agreement. The Consultant shall retain the records for a period of three (3) years from the date of final payment under this agreement, unless otherwise required by applicable law or regulation.

10. Release

The Consultant, upon receiving final payment of the amounts due under the Agreement, releases the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. This paragraph also releases the Consultant from any liabilities, claims or obligations whatsoever arising from or under this Agreement.

11. Confidentiality

All information provided to or developed by the Consultant from any source whatsoever in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City, unless otherwise required by applicable law or regulation.

Each party will treat in confidence any information marked as confidential and proprietary to the extent allowed by law or regulation.

12. Product of Services; Copyright and Report Use

Nothing developed or produced, in whole or in part, by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The City and the Consultant may post the report on their respective websites.

Material (language or visuals) newly created by the Consultant while performing work for this Agreement and for purposes of the City's use are the property of the City. All other material (language or visuals), whether created by the Consultant or sourced elsewhere, and shown to the City for any purpose, remain the property of their original creators.

13. Conflict of Interest

The Consultant warrants that it presently has no interest and shall not acquire any interest, direct or

indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Consultant certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Section 10-16-1, et seq., regarding contracting with a public officer, City employee or former City employee have been followed.

15. Amendment

This Agreement shall not be altered, changed, or amended without subsequent written agreement of both parties.

16. Merger

This Agreement incorporates all of the contracts, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Applicable Law

The laws of the State of New Mexico shall govern this Agreement. By execution of this Agreement, both parties acknowledge and agree to the jurisdiction of the courts of the State of New Mexico, county of Chaves over any and all lawsuits arising under or out of any term of this Agreement.

18. City Books and Records

The City is responsible for maintaining control of all books and records at all times and the Consultant shall not remove any original books and records from the City's possession for any reason.

19. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City's governing body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City's governing body, this Agreement shall terminate upon written notice being given by the City to the Consultant. This section of the Agreement does not supersede the City's requirement to have an annual audit pursuant to NMSA 1978, Section 12-6-3(A).

20. Penalties for Violation of Law

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. Equal Opportunity Compliance

The Consultant agrees to abide by all applicable Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Consultant assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Consultant is found not to be in compliance with these requirements during the life of this Agreement, the Consultant agrees to take appropriate steps to correct these deficiencies.

23. Designated On-Site Staff

The Consultant's may or may not perform infrequent on-site visits to accomplish work; the individual auditor responsible for supervision of work and completion of the nonattest engagement is Judy Scharmer, NM CPA License #3690. The Consultant shall notify the City or in writing of any changes in staff assigned to perform the engagement.

24. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

25. Signatures

City: The City of Roswell, New Mexico

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Consultant: True Business Solutions, LLC

Signature: Judy Scharmer

Printed Name: Judy Scharmer, CPA

Title: Managing Partner

Date: September 16, 2025

Legal Committee

Meeting Date: 09/25/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval for Cavu, Aerospace, Inc. to enter into a 10-year lease beginning October 1, 2025, and ending September 30, 2035, for Hangar No. 84 at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by: Michelle Sanchez

Cavu Aerospace, Inc. requests to enter into a 10-year lease for Hangar No. 84, consisting of 43,622 square feet, more or less, located at the Roswell Air Center, commencing on October 1, 2025, and ending September 30, 2035.

FINANCIAL CONSIDERATION:

Tenant agrees to pay the Landlord as rent the sum of one hundred five thousand, one hundred twenty-nine dollars and two cents (\$105,129.02), payable in 12 monthly installments of \$8,760.75.

LEGAL REVIEW:

City Attorney has reviewed the lease.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

Cavu - Hangar 84 Lease

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

THIS MUNICIPAL PROPERTY USE AND LEASE AGREEMENT (this "Lease"), is made and entered into as of the date of the last signature below to be effective as of October 1, 2025, by and between the City of Roswell, a New Mexico municipal corporation existing under the laws of the State of New Mexico ("City"), and Cavu Aerospace, Inc., an Arkansas corporation ("Lessee"). The City and Lessee are collectively referred to herein as the "Parties."

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Hangar No.84, consisting of 43,622 square feet, more or less, located at the Roswell International Air Center (ICAO: KROW), Chaves County of New Mexico, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A".

The address of the Leased Premises is commonly known as 605 E. Challenger St, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used as commercial aircraft and their component parts to the secondary market. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use, except as set forth in Exhibit "B" attached hereto and made a part hereof.

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

ARTICLE 2 – TERM

2.01 The term of this Lease shall commence on October 1, 2025, and continue thereafter for a ten-year period, expiring on September 30, 2035 (the "Lease Period"), unless terminated earlier as herein provided. City hereby approves, and shall not contest, the relinquishment and

termination of this Lease by Lessee in accordance with Article 11 below. If no uncured default by Lessee then exists under this Lease, Lessee shall have and is hereby granted one (1) option to extend the Lease Period for an additional five-year period, expiring on September 30, 2040, upon the same terms and conditions as herein provided. Lessee shall exercise such renewal and extension option by giving City written notice thereof not less than six (6) months prior to the originally scheduled expiration of the Lease Period.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent:

Year 1: the sum of one hundred five thousand, one hundred twenty-nine dollars and two cents (\$105,129.02), payable in 12 monthly installments of \$8,760.75.

Year 2: the sum of one hundred forty-eight thousand, seven hundred fifty-one dollars and two cents (\$148,751.02), payable in 12 monthly installments of \$12,395.91.

Year 3: the sum of one hundred ninety-two thousand, three hundred seventy-three dollars, and two cents (\$192,373.02), payable in 12 monthly installments of \$16,031.08.

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Thereafter, the rent will be adjusted annually by three percent (3%). Rent and other fees are due on the first day of each month. Beginning with the first month after the first lease anniversary, base rent is due and payable in advance on or before the 1st day of each month during the term of this lease. On the lease anniversary dates, the base rent amount will be escalated by three percent (3%) per year. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee has paid the amount of \$40,000.00 as a security deposit as security for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon

termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee has inspected the Leased Premises and accepts Leased Premises in its present condition "as is", except as set forth in Exhibit "B" attached hereto and made a part hereof. Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee's responsibility. Lessee agrees that the Leased Premises are in good repair and condition, except as set forth in Exhibit "B". Lessee agrees that, at the expiration of the term hereof, it shall yield up and deliver the Leased Premises to City in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of: providing commercial aircraft and their component parts to the secondary market, together with such other related uses as shall be reasonably incidental thereto. No other uses shall be permitted.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events at or about Airport outside the Leased Premises. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or good will, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events, provided that (a) such events do not materially limit Lessee's use of the Leased Premises hereunder and (b) City provides at least two (2) weeks prior written notice of the dates of such events.

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all structural and mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the foundation, roof, interior and exterior walls, any heating, ventilating and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring and any non-public utilities, except as set forth in Exhibit "B". Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

b. Further, the Lessee shall maintain throughout the term of this Lease in good condition and repair, all nonstructural components of any improvements placed on the Leased Premises,

including without limitation, the exterior, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.

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

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

6.04 HAZARDOUS MATERIALS.

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

b. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become hazardous materials, the existence of any hazardous materials in excess of the levels allowed by all applicable environmental laws or violations of applicable environmental laws on the Leased Premises, the subsurface or the migration of any hazardous material from the Leased Premises to other properties or into the surrounding environment, in each case caused by the Lessee or its operations and that were either: (a) made, commenced or incurred during the Lease Period; or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City or any other person for which Lessee is not responsible; or (b) any hazardous material (for which Lessee is not otherwise responsible) that existed prior the

Stewart Industries lease assigned to Lessee, or migrated onto the Leased Premises from some other location through no fault of Lessee or is listed in Exhibit "B" hereto.

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

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

ARTICLE 7 – UTILITY AND OTHER CHARGES

In addition to all rent payable by the Lessee under Article 3, above, during the term hereof, Lessee shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Lessee upon the Leased Premises, and insurance, of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's business. Lessee will promptly pay all utilities and other charges used on the Leased Premises, including electric, gas, water, garbage, sewage, telephone, internet, all maintenance and operating costs and other services which may be incurred in connection with Lessee's use of the Leased Premises, and save harmless City therefrom. The City is not responsible for any payments that may be associated with any demolition or construction of any improvements or infrastructure by Lessee.

ARTICLE 8 – LIEN

To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by City in recovering said rent amount, City shall have a first and prior lien on any and all improvements, fixtures, and equipment placed on the Leased Premises and owned by Lessee. Notwithstanding any provision to the contrary in this Lease, (a) any lien, claim, or interest that the City may have in Lessee's improvements, fixtures, and equipment placed on the Leased Premises shall be subject and subordinate to any security interest or lien granted by Lessee to any third-party lender for the purpose of financing the purchase, construction or installation of such improvements, fixtures, or equipment; and (b) City shall have no lien on any aircraft placed on the Leased Premises.

ARTICLE 9 – PERSONAL PROPERTY

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

by fire or other casualty. Notwithstanding the foregoing, City acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the negligent or intentional actions or omissions of City's employees, officers or agents. The liability of City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

ARTICLE 10 – IMPROVEMENTS

10.01 CITY APPROVAL. No improvements shall be placed on or alterations made to the Leased Premises by Lessee without the prior written approval of the City's Airport Director, which approval will not be unreasonably withheld, conditioned or delayed. Lessee shall maintain and protect from waste and trespass all improvements placed on the Leased Premises.

10.02 OWNERSHIP OF IMPROVEMENTS, IMPROVEMENT REMOVAL AND RECLAMATION. Before relinquishment or termination of this Lease without re-lease to Lessee, or upon City's cancellation of this Lease as provided herein, City may either declare title to the improvements without payment or compensation to the Lessee or City may order the removal of such improvements made without the Airport Director's approval. City may declare title to certain improvements and may order the removal other improvements. City will inventory the improvements and provide notice to the Lessee of its intent to declare title to the improvements or its order to remove the improvements one (1) year before relinquishment or termination of the Lease. If City determines certain improvements must be removed, Lessee shall remove those improvements and shall restore the Leased Premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of Lease cancellation or termination, Lessee shall remove improvements and restore the Leased Premises as herein provided only at such time, in such manner and under such conditions as City may in writing demand. So long as improvements are maintained to the standards contained in paragraph 6.02 above, City shall not order the removal of those improvements. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the Leased Premises. Notwithstanding the foregoing, Lessee shall have no obligation to remove any improvements or alterations to the Leased Premises approved by the City's Airport Director. This paragraph shall survive termination of this Lease. The foregoing rights of City shall be cumulative to City's right to cancel this Lease as herein provided.

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

10.04 SIGNS AND ADVERTISING. Lessee shall not erect, maintain, or display any signs or other advertising at or on the Leased Premises without first obtaining the written approval of City, such approval not to be unreasonably withheld.

ARTICLE 11 –TERMINATION OPTION

If no uncured default by Lessee then exists under this Lease, Lessee may terminate and relinquish this Lease and be relieved of further obligations under the lease, provided, however, such termination and relinquishment shall not be valid or effective until one hundred eighty (180) days after the date on which Lessee gives notice of termination or such later date as is specified in such termination notice. In the event Lessee terminates this Lease in accordance with this section, Lessee shall not be entitled to the refund of any rent paid prior to the date of such termination.

ARTICLE 12 – ASSIGNMENT

Lessee shall not assign this Lease, in whole or in part, without the prior written consent of City's Airport Director, which shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for such consent to be conditioned upon an increase in the rent amount to the market rate then uniformly charged by City for lease of property at the Airport. Any lease assignment without such consent shall be null and void.

ARTICLE 13 – SUBLEASE

Lessee shall not sublease the rights granted hereunder, any part thereof, any portion of the Leased Premises or any improvements located on the Leased Premises without the prior written consent of City's Airport Director, which shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for such consent to be conditioned upon an increase in the rent amount for the subleased space to the market rate then uniformly charged by City for lease of property at the Airport. Any sublease without such consent shall be null and void.

ARTICLE 14 – [intentionally deleted]

ARTICLE 15 – WAIVER

No employee or agent of either of the Parties has the power, right, or authority to orally waive any of the terms, conditions, or covenants hereof and no waiver by either Party of any of the terms, conditions, or covenants hereof shall be effective unless in writing and executed by such Party. Either Party's waiver of the other Party's breach or default of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default. The failure of a Party to enforce at any time any of the terms, conditions or covenants hereof or to exercise any option herein provided, or to require at any time performance by the other Party of any of the terms, conditions, or covenants hereof shall not

constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this Lease or any part thereof, or such Party's right to thereafter enforce each and every such term, condition, and covenant.

ARTICLE 16 – [intentionally deleted]

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

17.01 LIABILITY. City shall not be liable to Lessee or to Lessee's employees, customers, visitors or any other person or entity for any death or injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the Leased Premises in connection with or arising out of Lessee's operations and use of the Leased Premises. Notwithstanding the foregoing, City acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the negligent or intentional actions or omissions of City's employees, officers or agents. The liability of City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

17.02 INDEMNIFICATION. Lessee shall hold harmless, indemnify and defend City, and City's employees, agents, and contractors, in both their official and individual capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or restoration costs arising out of, alleged to arise out of or indirectly connected with the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees. In the event that any action, suit or proceeding is brought against City for which Lessee herein agrees to hold harmless, indemnify and defend City, and City's employees, agents, and contractors, City shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify Lessee in writing of such claim. In the event City is required to incur any cost or expense to enforce the provisions of this Lease, including but not limited to consultants, engineers, soil, air or water sampling and attorneys' fees and costs, Lessee shall be liable for and reimburse City for said costs and expenses. Notwithstanding the foregoing, City acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the negligent or intentional actions or omissions of City's employees, officers or agents. The liability of City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq. This Paragraph shall survive the termination, cancellation or relinquishment of this Lease.

Lessee further agrees that its obligation to indemnify, defend and hold harmless City shall not be limited to the limits or terms of the liability insurance, required pursuant to this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

17.02 INSURANCE.

A. General Liability Insurance

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

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

B. Property Coverage

The City and Lessee have agreed whereby the Lessee shall carry and maintain the all risks property insurance on the Leased Premises as defined herein on an agreed value basis in the amount of \$4,660,000.00. Such amount of coverage will be the maximum indemnity amount of coverage whereby the City will be named as loss payee. Such coverage will contain a deductible amount of not more than \$5,000. The deductible will be the sole responsibility of the Lessee.

C. Certificates of Insurance

Within ten (10) days after the execution of this Lease by City and delivery to Lessee, Lessee shall deliver to City original or duplicate certificates of insurance evidencing all the insurance which is required to be maintained under this Lease by Lessee certifying that all requirements set forth

herein have been complied with, and within ten (10) days prior to the expiration of any such insurance, other original or duplicate certificates evidencing the renewal of such insurance. A certificate, policy, endorsement or rider which states that failure to give City notice imposes no liability or obligation on the insurer shall not be in compliance with this Lease. The following specific extensions of coverage must be indicated on the Certificate of Insurance:

- (1) Contractual liability
- (2) Bodily Injury and Property Damage liability
- (3) Premises operations
- (4) Personal injury
- (5) Advertising injury
- (6) Fire legal liability
- (7) Medical expense
- (8) Independent contractor/consultants/subcontractor/consultants
- (9) Products – completed operations
- (10) Pollution Liability
- (11) Additional insured endorsement (primary& non-contributing in favor of City)
- (12) Waiver of subrogation in favor of City

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

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

Air Center Manager
1 Jerry Smith Circle

Roswell, New Mexico 88203

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

ARTICLE 18- USE OF THE LEASED PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.

1. USE OF THE LEASED PREMISES. Security Responsibilities of Tenant, Tenant Employees, and Other Persons.

a. No person may:

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

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

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

b. Security Badges

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

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

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

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

d. 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 providing commercial aircraft and their component parts to 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. 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 Leased 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 Leased Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the Leased Premises or contaminated the Leased Premises. To the extent it is proven that hazardous materials have been released on the Leased Premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the Leased Premises, Tenant hereby

unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

- i. Environmental claims.
 - ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
- 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 Leased 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 Leased Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

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

ARTICLE 19– DEFAULT AND CANCELLATION

Upon Lessee's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee sixty (60) days' notice of the default by registered mail. The delivery of such notice as herein provided shall constitute notice of City's intention to cancel the Lease if Lessee has not cured the default within said sixty (60) day period. Lessee agrees that if a court of competent jurisdiction in a final, non-appealable judgment determines that Lessee has breached any of the terms, conditions or covenants of this Lease, Lessee shall pay the costs incurred by City in litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises are damaged by fire or other perils, City shall in its sole discretion have the option to either: (1) repair, reconstruct or restore the Leased 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 during the period of such repair, reconstruction or restoration, or (2) give notice to Lessee 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 Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as determined by City in its sole discretion, there shall be no reduction of rent.

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

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

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

ARTICLE 22 – SCOPE OF AGREEMENT

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

ARTICLE 23 – AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

14 of
Cavu Aerospace, Inc.

This Lease shall be governed by the laws of the State of New Mexico. Venue for any dispute arising out of this agreement shall be in the 5th Judicial District, in Roswell, NM.

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26 – BANKRUPTCY

If Lessee should be adjudged bankrupt, either voluntarily or involuntarily, City shall have the option to pursue with the Court having jurisdiction all remedies to which City may be entitled in law or equity.

ARTICLE 27 -- HOLDOVER

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease. Lease rates will be adjusted to fair market value beginning the first day of the holdover period. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

Cavu Aerospace, Inc
2000 Airport Rd.
Stuttgart, AR 72160

ARTICLE 29 – RULES OF CONSTRUCTION

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

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

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

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

IN WITNESS WHEREOF, this Lease is executed as of the dates of signature below to be effective as of October 1, 2025.

For City:

CITY OF ROSWELL, NEW MEXICO

CITY SEAL

By: _____
Timothy Z. Jennings, Mayor

Hessel Yntema, City Attorney

ATTEST:

Amalia Martinez, City Clerk

Date: _____

For Lessee:

CAVU AEROSPACE, INC.

By: Bryan Hancock
Its: Bryan Hancock, Managing Partner
Date: 8-18-2025

Exhibit "A"
LEASED PREMISES DESCRIPTION

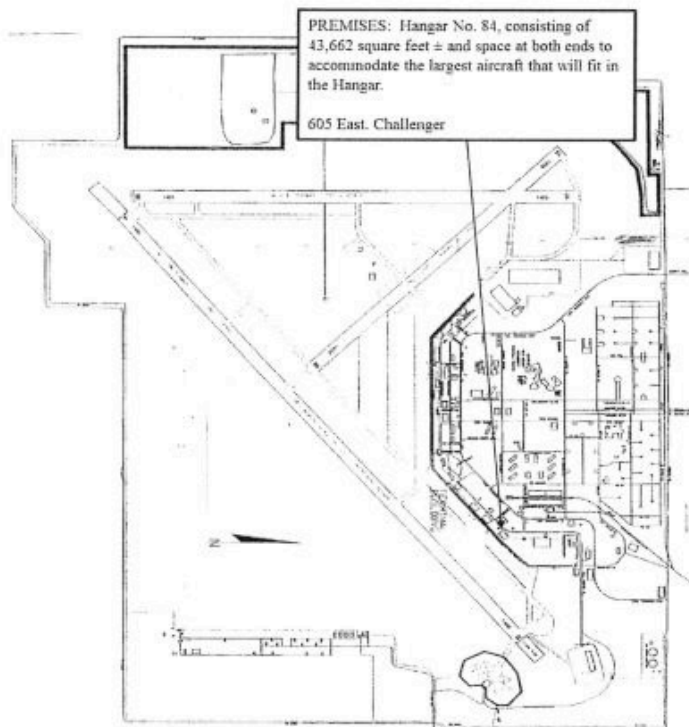


Exhibit "A"
Cavu Aerospace, Inc.

Exhibit "B"

EXCEPTIONS FROM "AS-IS" CONDITION OF THE LEASED PREMISES

1. Any structural or foundation failures or underground utility failures.
2. TSA controlled access point controllers and doors.
3. Damage caused by any windstorm or flood prior to the effective date of this Lease (including, without limitation, October 19, 2024 flooding).

Exhibit "B"

Cavu Aerospace, Inc.

Legal Committee

Meeting Date: 09/25/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of Bravo-3 Holdings, LLC to enter into a 5-year lease beginning August 1, 2025, and ending July 31, 2030, for Bunker No. 1143 at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by: Michelle Sanchez

Bravo-3 Holdings, LLC requests to enter into a 5-year lease for Bunker No. 1143, consisting of 2,147 square feet, more or less, located at the Roswell Air Center, commencing on August 1, 2025, and ending July 31, 2030.

FINANCIAL CONSIDERATION:

Tenant agrees to pay the LandLord as rent the sum of Four Thousand Nine Hundred, Seventy-Five Dollars and Fifty-Six cents (\$4,975.56), payable in 12 monthly installments of \$414.63.

LEGAL REVIEW:

City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Staff Recommends to proceed as presented.

Attachments

BRAVO-3 Holdings, LLC Lease

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

THIS PROPERTY USE AND LEASE AGREEMENT (the "Lease"), is made and entered into as of the date of the last signature below, by and between the City of Roswell, a New Mexico municipal corporation existing under the laws of the State of New Mexico (together with its successors and assigns) ("City"), and Bravo-3 Holdings, LLC a corporation organized and existing under and by virtue of the laws of the State of New Mexico ("Lessee"). The City and Lessee are collectively referred to herein as "The Parties."

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Bunker No. 1143, consisting of 2,147 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as 70 LeMay Drive, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used as storing components of small arms and construction/mining fuse, and blasting caps. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on August 1, 2025 for five years and shall terminate on July 31, 2030, collectively known as the "Lease Period,"

unless terminated or canceled earlier as herein provided. City hereby approves, and shall not contest, relinquishment of this Lease by Lessee at any time following the Termination Date provided that Lessee is not in default of the Lease at the time of said relinquishment, and also that Lessee surrenders the Leased Premises in compliance with this Lease.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of Four Thousand Nine Hundred, Seventy-Five Dollars and Fifty-Six cents (\$4,975.56), payable in 12 monthly installments of \$414.63. The first year of the Lease. Thereafter, rent will be adjusted annually by CPI or 3%, whichever is greater. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee will pay the amount of \$2,487.78 as a security deposit as security for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

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

Bravo 3 Holdings LLC



2 of

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of: storing components of small arms and construction/mining fuse and blasting caps. No other uses shall be permitted.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or good will, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events.

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all structural and mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the foundation, roof, interior and exterior walls, any heating, ventilating and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring and any non-public utilities. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

b. Further, the Lessee shall maintain throughout the term of this Lease in good condition and repair, all nonstructural components of any improvements placed on the Leased Premises, including without limitation, the exterior, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.

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

d. Lessee shall not make any alterations to the Lease Premises or improvement placed thereon without prior written approval by City. City's approval to make alterations shall not be unreasonably withheld. City hereby pre-approves any alterations or

Bravo 3 Holdings LLC 

3 of

improvements necessary to ensure the safe occupancy of any structures placed on the Leased Premises.

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

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

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

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

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

Bravo 3 Holdings LLC 

4 of

willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising there from.

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

10.01 The Leased Premises include improvements including but not limited to existing infrastructure and building currently used as storage. Lessee may use the existing improvements or remove existing improvements subject to prior written approval by City. In addition, Lessee may, place the following improvements on the Leased Premises:

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

10.02 No other improvements shall be placed on or alterations made to the Leased Premises without the prior amendment of this Lease pursuant to Article 22 hereof to permit

Bravo 3 Holdings LLC 

5 of

such improvement placement. Lessee shall maintain and protect from waste and trespass all improvements placed on the Leased Premises.

10.03 Ownership Of Improvements, Improvement Removal And Reclamation. Before relinquishment or termination of this Lease without re-lease to Lessee, or upon City's cancellation of this Lease as provided herein, City may either declare title to the improvements without payment or compensation to the Lessee or City may order the removal of such improvements. City may declare title to certain improvements and may order the removal other improvements. City will inventory the improvements and provide notice to the Lessee of its intent to declare title to the improvements or its order to remove the improvements one (1) year before relinquishment or termination of the Lease. If City determines certain improvements must be removed, Lessee shall remove those improvements and shall restore the Leased Premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of Lease cancellation or termination, Lessee shall remove improvements and restore the Leased Premises as herein provided only at such time, in such manner and under such conditions as City may in writing demand. So long as improvements are maintained to the standards contained in paragraph 6.02 above, City shall not order the removal of those improvements. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the Leased Premises. This paragraph shall survive termination of this Lease. The foregoing rights of City shall be cumulative to City's right to cancel this Lease as herein provided.

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

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

ARTICLE 11 – RELINQUISHMENT

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

ARTICLE 12 – ASSIGNMENT

Bravo 3 Holdings LLC 

6 of

Lessee shall not assign this Lease, any part thereof, or assign any improvements located on the Leased Premises without the prior written amendment of this Lease pursuant to Paragraph 22 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void. City may condition such lease amendment upon an increase in the rent amount and the modification or addition of other Lease provisions.

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

Bravo 3 Holdings LLC 

7 of

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

17.03 **INSURANCE.** Lessee shall purchase, or cause to be purchased, and maintain in effect during the Term of this Lease with insurance carriers or risk retention groups authorized to do business in the State of New Mexico and approved by the City, any insurance required by this paragraph. The insurance and additional insured requirements

Bravo 3 Holdings LLC 

8 of

contained in this Lease are considered minimum coverage amounts and Lessee may elect greater coverage limits than what is specified in this Agreement or as may be required by law. All applicable coverage, unless specified otherwise, shall remain in full force and effect until the expiration, cancellation, or termination of the Agreement and for the subsequent three (3) years following the expiration, cancellation, or termination for loss covered by and occurring during the term of the Lease.

A. General Liability Insurance

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

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

B. Property Coverage

In addition, the Lessee must obtain at its own expense, insurance coverage adequate to protect its operations, property, employees and agents in amounts Lessee finds sufficient but in no case shall such property insurance coverage be for less than one hundred percent (100%) Replacement Cost of Improvements on an Agreed Value Basis. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee-owned property, including improvements, and City shall be named as an additional

Bravo 3 Holdings LLC 

9 of

insured on the policy. City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's costs for such insurance.

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

- (1) Contractual liability
- (2) Bodily Injury and Property Damage liability
- (3) Premises operations
- (4) Personal injury
- (5) Advertising injury
- (6) Fire legal liability
- (7) Medical expense
- (8) Independent contractor/consultants/subcontractor/consultants
- (9) Products – completed operations
- (10) Pollution Liability
- (11) Additional insured endorsement (primary & non-contributing in favor of City)
- (12) Waiver of subrogation in favor of City

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

In the event of any cancellation of any insurance coverage required by or on behalf of Lessee pursuant to this Lease, whether it be for non-payment of premium or for other than non-payment of premium, or in the event of any adverse, material change of any insurance required by this Lease effected by the insurance carrier providing

Bravo 3 Holdings LLC. 

10 of

such coverage, Lessee must email a copy of the cancellation notice or notice of adverse, material change to City's legal counsel and mail a copy to the address below no later than three (3) business days after the receipt of a cancellation notice or a notice of adverse material change.

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

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

ARTICLE 18- USE OF THE PREMISES. Security Responsibilities Of Tenant,
Tenant

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

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

Bravo 3 Holdings LLC 

11 of

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 storing components of small arms and construction/mining fuse and blasting caps,, 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

Bravo 3 Holdings LLC 

12 of

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.

ARTICLE 19 – DEFAULT AND CANCELLATION

Upon Lessee's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee sixty (60) days' notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of City's intention to cancel the Lease and no proof of receipt of such notice shall be necessary in order for City to enforce the lease cancellation sixty (60) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said sixty (60) day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions or covenants of this Lease, Lessee shall pay the costs incurred by City in

Bravo 3 Holdings LLC 

13 of

litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

ARTICLE 20- DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises are damaged by fire or other perils, City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. City shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Leased 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 during the period of such repair, reconstruction or restoration, or (2) to give notice to Lessee 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 Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as determined by City in its sole discretion, there shall be no reduction of rent.

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

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

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

ARTICLE 22 – SCOPE OF AGREEMENT

Bravo 3 Holdings LLC 

14 of

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

ARTICLE 23 – AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

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

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26– BANKRUPTCY

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

ARTICLE 27 -- HOLDOVER

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease, the rent due City for such entry or presence shall be prorated as provided in Article 3 plus 15% administrative for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

Bravo 3 Holdings LLC



15 of

For Notice to Lessee:

Bravo-3 Holdings LLC
20235 N. Cave Creek Rd
Phoenix, AZ 85024

ARTICLE 29 – RULES OF CONSTRUCTION

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

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

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

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

IN WITNESS WHEREOF, this Lease is executed the __ day of _____, 20__.

Bravo 3 Holdings LLC 

16 of

For City

By: Timothy Z. Jennings, Mayor

Hessel Yntema, City Attorney

For Lessee:



By: Andy Brown, President

City Seal

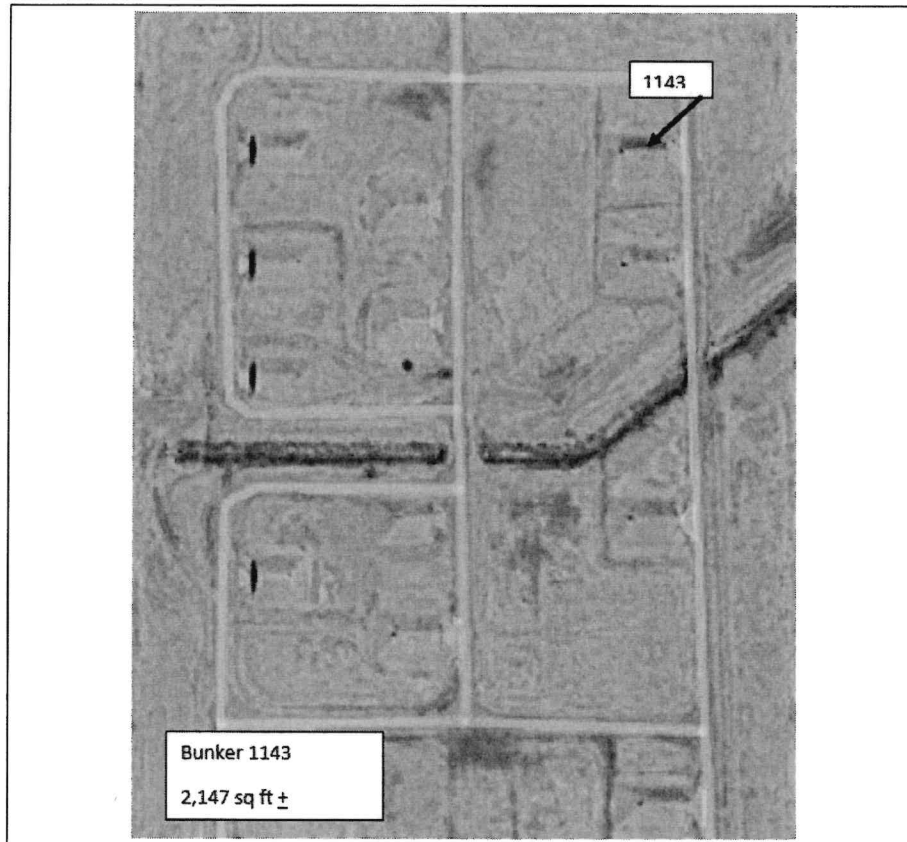
Attest:

Amalia Martinez, City Clerk

Bravo 3 Holdings LLC 

17 of

EXHIBIT A Premises



Bravo 3 Holdings LLC 

18 of

EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

a. **Bravo-3 Holdings LLC** shall procure and maintain for the duration of the contracts the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work herein and the results of the Work by **Bravo-3 Holdings, LLC** representatives, employees or subcontractors (check all that apply):

☒ I. **Commercial General Liability** ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$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 **Bravo-3 Holdings, 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 **Bravo-3 Holdings, LLC** profession, with limit no less than **\$1,000,000.00** per occurrence or claim, **\$2,000,000.00** aggregate.

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

b. If **Bravo-3 Holdings, 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 **Bravo-3 Holdings, LLC**.

2. ADDITIONAL INSURED STATUS

Bravo 3 Holdings LLC 

19 of

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 **Bravo-3 Holdings LLC**, including materials, parts or equipment furnished in connection with the Work. General Liability coverage can be provided in the form of an endorsement to insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10,0CG 20 26, CG 20 33, CG 20 38, CG 20 37 form is later revisions used)

3. **PRIMARY COVERAGE**

For any claims related to this Agreement, **Bravo-3 Holdings, 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 **Bravo-3 Holdings, 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**

Bravo-3 Holdings, LLC hereby grants to the City a waiver of any rights to subrogation which any of **Bravo-3 Holdings, LLC** insurers may acquire against the City by virtue of the payment of any loss under such insurance. **Bravo-3 Holdings, LLC** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement for the insurer.

6. **SELF INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. The City may require **Bravo-3 Holdings, 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**

Bravo 3 Holdings LLC 

20 of

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, **Bravo-3 Holdings, LLC**
- iv. Must purchase "extended reporting" coverage for a minimum of five years after completion of the Work.

9. **VERIFICATION OF COVERAGE**

Bravo-3 Holdings, LLC shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the required documents prior to commencement of the Work, however, shall not waive **Bravo-3 Holdings, 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 specification 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.

Bravo 3 Holdings LLC 

21 of

Legal Committee

Meeting Date: 09/25/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval for New Mexico Historical Air Museum to enter into a 3-year lease beginning October 1, 2025, and ending September 30, 2028, for AOA Land Parcel at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by: Michelle Sanchez/Hess Yntema

New Mexico Historical Air Museum requests to enter into a 3-year lease for AOA Land Parcel consisting of 166,037 square feet, more or less, located at the Roswell Air Center, commencing on October 1, 2025, and ending September 30, 2028.

FINANCIAL CONSIDERATION:

Tenant agrees to pay the Landlord as rent the sum of \$16,603.70 for the first year of the lease period.

LEGAL REVIEW:

City Attorney has drafted and reviewed this lease.

BOARD AND COMMITTEE ACTION:

Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:

Consider recommending approval for New Mexico Historical Air Museum to enter into a 3-year lease beginning October 1, 2025, and ending September 30, 2028, for AOA Land Parcel at the Roswell Air Center.

Attachments

NM Historical Air Museum

MUNICIPAL PROPERTY USE AND LAND LEASE AGREEMENT

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

WHEREAS, City and Lessee are party to that certain New Mexico Historical Air Museum Agreement, dated October 1, 2025, which includes as Exhibit A the "Agreement for Airport Access" (the "New Mexico Historical Air Museum Agreement"), pursuant to which Lessee may construct a roadway and gate at the Roswell Air Center (the "Airport") to transport aircraft at the Airport for museum purposes, and not for regular operation, to and from its property, located adjacent to the Airport, through an Airport-controlled access gate;

WHEREAS, City has agreed to lease to Lessee the real property described below, together with the improvements thereon, in the City of Roswell in Chaves County, New Mexico, for the purpose of constructing and operating a roadway as further described in the New Mexico Historical Air Museum Agreement and Lessee has agreed to lease said real property and improvements from City.

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

AOA Land Parcel consisting of 166,037 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).

As set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any

kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

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

ARTICLE 2 – TERM

2.01 Lessee shall lease the Leased Premises for three (3) years, which is known as the "Lease Period," unless terminated, relinquished or canceled earlier as herein provided. City hereby approves, and shall not contest, relinquishment of this Lease by Lessee at any time, provided that Lessee surrenders the Leased Premises in compliance with this Lease.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent \$0.10 per square foot of Leased Premise annually, for a total sum of \$16,603.70 for the first year of the Lease Period. Thereafter, the rent will be adjusted annually by the lesser of CPI or 3%. Time is of the essence with regard to the payment of rent.

3.02 If Lessee fails to pay all rent and other fees due within 30 days of receipt of an undisputed invoice, Lessee shall pay to City an additional 2% finance charge, as a penalty, until the full amount of that year's rent is paid. This penalty shall be immediately payable without limiting City in the exercise of any other right or remedy to which it may be entitled by reason of Lessee's failure to pay rent when due. All rent shall be paid to City without abatement, reduction or setoff of any kind except as herein specifically provided.

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee has paid the amount of \$8,301.85 as a security deposit as security for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination or relinquishment of this Lease toward (a.) payment for rent or penalties due City, (b.) reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises, and (c.) the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination, relinquishment or expiration of this Lease, the security deposit shall first be applied to necessary cleaning and removal, repairs, and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination, relinquishment or expiration of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee has inspected the Leased Premises and accepts Leased Premises in its present condition "as is". Lessee acknowledges that any requirements for accessibility and/or public accommodation(s) are Lessee's responsibility. Lessee agrees that the Leased Premises are in

good repair and condition except as noted herein. Lessee agrees that, at the expiration of the term hereof, it shall deliver the Leased Premises to City in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of constructing and maintaining a roadway and gate to transport aircraft at the Airport to and from its property through an Airport-controlled access gate as further described in the New Mexico Historical Air Museum Agreement. No other uses shall be permitted unless agreed in writing by the Parties.

6.02. SPECIAL EVENTS. City may, at its discretion, conduct or host special activities or events near or about the Premises or elsewhere at or about Airport. The City shall not be liable to Lessee or any Sublessee for any actual or alleged cost or loss, including, but not limited to, any actual or alleged loss of revenue or good will, caused by, resulting from, arising out of, relating to or in connection or conjunction with such special events, except to the extent caused by the gross negligence or willful misconduct of the City. Such liability for the City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 414-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

6.03 MAINTENANCE.

- a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all structural and mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the foundation, roof, interior and exterior walls, any heating, ventilating and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring and any nonpublic utilities. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a nonlesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.
- b. Further, the Lessee shall maintain throughout the term of this Lease in good condition and repair, all nonstructural components of any improvements placed on the Leased Premises, including without limitation, the exterior, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.
- c. City shall be a reasonable judge of the quality of maintenance and, upon written notice by City to Lessee, Lessee shall be required to perform whatever maintenance City deems

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

d. Except to the extent stated otherwise in this Lease, Lessee shall not make any alterations to the Leased Premises or improvements placed thereon without prior written approval by City. City's approval to make alterations shall not be unreasonably withheld. City hereby preapproves any alterations or improvements necessary to ensure the safe occupancy of any structures placed on the Leased Premises.

6.03 HAZARDOUS MATERIALS. Lessee shall conduct all of its activities in compliance with all applicable environmental laws, rules, and regulations and any other applicable laws and regulations applicable to the Lessee's use of the Leased Premises.

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

b. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable and documented attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation, manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become hazardous materials, the existence or discovery of any hazardous materials in excess of the levels allowed by all applicable environmental laws or violations of applicable environmental laws on the Leased Premises, the subsurface or the migration of any hazardous material from the Leased Premises to other properties or into the surrounding environment, in each case caused by the Lessee or its operations whether: (a) made, commenced or incurred during the Lease Period; or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City; or (b) any hazardous material (for which Lessee is not otherwise responsible) clearly

demonstrated to have existed prior to this Lease or be migrating onto the Leased Premises from some other location through no fault of Lessee.

The liability of the City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

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

d. The foregoing indemnity shall survive the expiration or earlier termination or relinquishment of this Lease and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible for any environmental cost associated with negligence or willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising therefrom.

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

All personal property and fixtures of Lessee in or on the Leased Premises shall be kept at the sole risk of Lessee, and City shall not be liable for any damage thereto or to Leased Premises or to Lessee for interruption of business or otherwise, provided that City shall be liable for its gross negligence and willful misconduct. Lessee hereby waives all causes or rights of recovery against City, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Leased Premises or to consequential loss arising therefrom caused by fire or other casualty. The liability of The City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq. **ARTICLE 10 – IMPROVEMENTS**

10.01 Lessee may place on the Leased Premises a paved or unpaved roadway and an access gate as described in the New Mexico Historical Air Museum Agreement.

10.02 No other improvements shall be placed on or alterations made to the Leased Premises without the prior amendment of this Lease pursuant to Article 22 hereof to permit such improvement placement. Lessee shall maintain and protect from waste and trespass all improvements placed on the Leased Premises.

10.03 Ownership Of Improvements, Improvement Removal And Reclamation Before relinquishment or termination of this Lease without re-lease to Lessee, or upon City's cancellation of this Lease as provided herein, City may either declare title to the improvements without payment or compensation to the Lessee or City may order the removal of such improvements. City may declare title to certain improvements and may order the removal other improvements. City will inventory the improvements and provide notice to the Lessee of its intent to declare title to the improvements or its order to remove the improvements sixty (60) days before relinquishment or termination of the Lease. If City determines certain improvements must be removed, Lessee shall remove those improvements and shall restore the Leased Premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of Lease cancellation or termination, Lessee shall remove improvements and restore the Leased Premises as herein provided only at such time, in such manner and under such conditions as City may in writing demand. Notwithstanding anything to the contrary herein, so long as improvements are maintained to the standards contained in paragraph 6.01 above, City shall not order the removal of those improvements and shall keep all improvements intact at least through the term of the New Mexico Historical Air Museum Agreement. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the Leased Premises. This paragraph shall survive termination of this Lease. The foregoing rights of City shall be cumulative to City's right to cancel this Lease as herein provided.

10.04 Equipment. Except as otherwise provided herein, Lessee shall have the right to install such equipment as may be necessary to conduct of its business on the Leased Premises; and at

the expiration or termination of the Lease, Lessee shall have the right to remove all of such equipment installed by Lessee that is removable without damage to the Leased Premises.

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

ARTICLE 11 – RELINQUISHMENT

Lessee, if not in default under this Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least ninety (90) days prior to the date on which the Lessee requests the relinquishment to go into effect. The City's approval of relinquishment shall not be unreasonably withheld. Upon relinquishment Lessee shall not be entitled to the refund of any rent previously paid but shall not be responsible to make any additional payments after providing notice of relinquishment. **ARTICLE 12 – ASSIGNMENT**

Lessee shall not assign this Lease, any part thereof, or assign any improvements located on the Leased Premises without the prior written amendment of this Lease pursuant to Paragraph 22 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void. City may condition such lease amendment upon an increase in the rent amount and the modification or addition of other Lease provisions. The City's approval of an assignment shall not be unreasonably withheld.

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

No employee or agent of City has the power, right, or authority to orally waive any of the terms, conditions, or covenants hereof and no waiver by City of any of the terms, conditions, or

covenants hereof shall be effective unless in writing and executed by City. City's waiver of Lessee's breach or default of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default by Lessee. The failure of City to enforce at any time any of the terms, conditions or covenants hereof or to exercise any option herein provided, or to require at any time performance by Lessee of any of the terms, conditions, or covenants hereof shall not constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this Lease or any part thereof, or City's right to thereafter enforce each and every such term, condition, and covenant.

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

The liability of The City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

17.02 INDEMNIFICATION. Lessee shall hold harmless, indemnify and defend City, and City's employees, agents, and contractors, in both their official and individual capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or

restoration costs arising out of, alleged to arise out of or indirectly connected with a) the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, b) the activities of third parties on the Leased Premises, *provided that* City is not at fault. In the event that any action, suit or proceeding is brought against Lessee in connection with this Lease, Lessee shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify the legal counsel of City. This Paragraph shall survive the termination, cancellation or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

The City acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the negligent or intentional actions or omissions of that party's employees, officers or agents. The liability of The City shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978. §§ 41-4-1 et seq., as amended and the New Mexico Civil Rights Act, NMSA 1978 §41-4A-1 et seq.

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

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

A. General Liability Insurance

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

City-leased property and City personnel, and caused by or resulting from work, acts operations or omissions of Lessee.

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

B. Property Coverage

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

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

- (1) Contractual liability
- (2) Bodily Injury and Property Damage liability
- (3) Premises operations
- (4) Personal injury
- (5) Advertising injury

- (6) Fire legal liability
- (7) Medical expense
- (8) Independent contractor/consultants/subcontractor/consultants
- (9) Products – completed operations
- (10) Pollution Liability
- (11) Additional insured endorsement (primary& non-contributing in favor of City)
- (12) Waiver of subrogation in favor of City

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

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

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

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

ARTICLE 18 – DEFAULT AND CANCELLATION

Upon either Party's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, the other Party may cancel this Lease after providing sixty (60) days' written notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of the intention to cancel the Lease and no proof of receipt of such notice shall be necessary in order to enforce the lease cancellation sixty (60) days after the mailing of the notice if the breaching Party has not cured the default to the

non-breaching Party's satisfaction within said sixty (60) day period. The Parties agree that if a court of competent jurisdiction determines that one Party has breached any of the terms, conditions or covenants of this Lease, the breaching Party shall pay the costs incurred by the non-breaching Party in litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease, the nonbreaching Party also shall have all remedies available at law or equity.

ARTICLE 19 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises are damaged by fire or other perils, City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. City shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Leased 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 during the period of such repair, reconstruction or restoration, or (2) to give notice to Lessee 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 Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as reasonably determined by City, there shall be no reduction of rent.

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

ARTICLE 20 – COMPLIANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL LAW OR REGULATION

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

ARTICLE 22 – AMENDMENT

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

ARTICLE 23 – APPLICABLE LAW

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

ARTICLE 24 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 25 – BANKRUPTCY

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

ARTICLE 26 -- HOLDOVER

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease, except to the extent contemplated otherwise in Section 10.03, the rent due City for such entry or presence shall be prorated for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 27 – NOTICES The

Addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

New Mexico Historical Air Museum, Inc.
Michael J. Hershman c/o Amy Vernazza
9 West 57th Street, 27th Floor

New York, New York 10019
Phone: (212) 715-0207
Email: mhershman@solovievgroup.com

ARTICLE 28 – RULES OF CONSTRUCTION

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

ARTICLE 29 – CALCULATION OF TIME

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

ARTICLE 30 – STATUS OF CITY

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

ARTICLE 31 – ENTIRE AGREEMENT AND AMENDMENT

This Lease and the New Mexico Historical Air Museum Agreement 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 in them. 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 and the New Mexico Historical Air Museum Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein and in the New Mexico Historical Air Museum Agreement.

IN WITNESS WHEREOF, this Lease is executed the __ day of _____, 20__.

For City

14
New Mexico Historical Air Museum, Inc

By: Chad Cole, City Manager

By: Hessel Yntema, City Attorney

For Lessee:

New Mexico Historical Air Museum, Inc.

By: Michael Hershman
Its: Vice President

ATTEST:

Amalia Martinez, City Clerk

A

The above described lease contains 3.96 Acres more or less.

ROSSELL INTERNATIONAL AIR CENTER (ROW)
1 JERRY SMITH CIRCLE
CITY OF ROSWELL, NEW MEXICO 88203



Legal Committee

Meeting Date: 09/25/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval for a lease amendment for FEMA to enter into a 1-year lease beginning August 10, 2025 and ending July 31, 2026, at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by Michelle Sanchez

FEMA is requesting a lease amendment for building 611, consisting of 18,784 sq ft more or less, for emergency response administration and logistical operations. The lease term is 12 months with a 3-month firm commitment.

FINANCIAL CONSIDERATION:

Tenant agrees to pay rent of one hundred seventy-nine thousand and eight hundred eighty-eight dollars. (179,880.00) annum, payable in 12 monthly installments of \$14,990.00.

LEGAL REVIEW:

City attorney has reviewed this amendment.

BOARD AND COMMITTEE ACTION:

This will be the first consideration of this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

FEMA amendment

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-07P-LNM02034
ADDRESS OF PREMISES Building 611 9 E Challenger Rd Roswell, NM 88201	PDN Number: N/A

THIS AMENDMENT is made and entered into between **City of Roswell, New Mexico**

whose address is: 425 N. Richardson
 Roswell, NM 88201

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon the full execution of this amendment as follows:

- 1) To revise the UEI number; and
- 2) To revise Paragraph 6.03 of Exhibit B; and
- 3) To delete and replace Exhibit E, and
- 4) All other terms and conditions of the Lease shall remain in force and effect.

This Lease Amendment contains 6 pages including Exhibit E (4 pages).

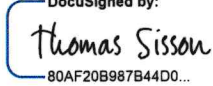
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

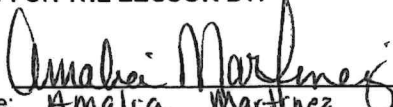
FOR THE LESSOR:

Signature: 
 Printed Name: Chad Korte
 Title: City Manager
 Entity Name: City of Roswell
 Date: 8/15/2025

FOR THE GOVERNMENT:

DocuSigned by:

 Signature: Thomas Sisson
 Printed Name: Thomas Sisson
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 8/22/2025

WITNESSED FOR THE LESSOR BY:

Signature: 
 Printed Name: Amalra Martinez
 Title: City Clerk
 Date: 8/15/25

1.) Part I, D(15b) of GSA Form 3626 is hereby deleted in its entirety and replaced with the following:

15b. Unique Entity Identifier (UEI)
NNUNHLMVF359

2.) Paragraph 6.03 of Exhibit B is hereby deleted in its entirety and replace with the following:

6.03 FEMA INVOICING INSTRUCTIONS (FEMA) (Oct 2023)

Payment of monthly rental shall be made in arrears. Lessors must submit an invoice at the end of each month to:

Regular Mail: FEMA FINANCE CENTER PO Box 9001 Winchester, Virginia 22604
Express Mail: FEMA FINANCE CENTER 430 Market Street, Winchester, Virginia 22603
Email Address: FEMA-FINANCE-VENDOR-PAYMENTS@FEMA.DHS.GOV

To ensure timely processing, invoices for disaster leases should include the following information:

- A. Request for payment on company letterhead
- B. Lease Number (GS-07P-02034)
- C. Disaster Number (DR-4886-NM)
- D. 146-0-2 Document Control Number (TN01957N2025T)
- E. An Invoice Number and Date
- F. The Period of Performance for Services Rendered

The funds are paid by Electronic Funds Transfer (EFT) based on the information provided in the Lease and on the invoice. The normal processing time for rental payment is 5 to 30 days from receipt at the National Finance Center. If the Lessor has not received payment, he or she should contact: FEMA Finance Main Line 540-504-1900.

Notwithstanding the language in GSAR 552.270-31, PROMPT PAYMENT, payment for rent due under the Lease shall follow the process set forth above.

3.) Exhibit E of the Lease is hereby deleted in its entirety and replaced with the attached "Exhibit E, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment."

4.) All other terms and conditions of the Lease shall remain in force and effect.

INITIALS:


LESSOR

&


GOV'T

EXHIBIT E

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

See instructions within the representation regarding whether or not completion of this form is required. If required, complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Lessor:  Govt: 

Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
REV (11/21)
Page 1

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

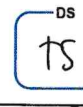
It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

Lessor:  Govt: 

Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
REV (11/21)
Page 2

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

Lessor:  Govt: 

Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
REV (11/21)
Page 3

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Signature	Date

DS
TS

Representation Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
REV (11/21)
Page 4

Certificate Of Completion

Envelope Id: E1ED86DE-58A6-45EF-A5CD-5B333EB4A768
 Subject: Complete with Docusign: LA#1 - fully executed - LNM02034.pdf
 Source Envelope:
 Document Pages: 6
 Certificate Pages: 1
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
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 1800 F St NW
 Washington DC, DC 20405
 thomas.sisson@gsa.gov
 IP Address: 136.226.12.204

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 Security Appliance Status: Connected
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/22/2025 8:43:49 AM
Certified Delivered	Security Checked	8/22/2025 8:43:56 AM
Signing Complete	Security Checked	8/22/2025 8:44:09 AM
Completed	Security Checked	8/22/2025 8:44:09 AM
Payment Events	Status	Timestamps