



LEGAL COMMITTEE MEETING AGENDA

Tuesday, NOVEMBER 18, 2025 AT 2:00 P.M.

AMENDED

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. Legal Department Communications Report October/ November (pg. 4)
2. November Department Report -- City Clerk (pg. 6)
3. Community Development (pg. 8)
4. HR Monthly Report (pg. 11)
5. Safety Department Report October 2025 (pg. 30)

REGULAR ITEMS

6. Ordinance 25-XX: consider recommendation to authorize to advertise for a public hearing to consider adopting proposed Ordinance 25-XX An Ordinance Amending the City of Roswell's Purchasing Procedures. (Hess Yntema) (pg. 34)
7. Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of two (2) dilapidated structures. (Toby Franco) (pg. 38)
8. Resolution 25-XX: Consider recommending adopting of Resolution 25-XX Adopting new rates and fees for the Roswell Air Center. (Bobbi Thompson) (pg. 44)
9. Resolution 25-XX: consider recommending adoption of Amendment to Resolution 18-44 a Resolution Amending the Roswell Airport Advisory Commission. (Councilor Corn) (pg. 48)
10. Consider recommending approval of Aevex Aerospace, LLC to enter into a 5-year lease beginning October 1, 2025, and ending September 30, 2030, for Bunker 1136 and Bunker 1142 at the Roswell Air Center. (Michelle Sanchez) (pg. 51)
11. Consider recommending approval of City of Roswell Police Department to enter into a 5-year lease beginning December 1, 2025, ending November 30, 2030, for Building No. 500 at the Roswell Air Center. (Michelle Sanchez) (pg. 74)
12. Consider recommending approval of City of Roswell Museum Lease to enter into a 5-year lease beginning December 1, 2025, and ending November 30, 2030, for Building No. 1081 at the Roswell Air Center. (Michelle Sanchez) (pg. 99)
13. Approval of the Scope of Work for RFP: Prefabricated Modular Hold Room Facility at the Roswell Air Center. (Bobbi Thompson) (pg. 118)
14. Consider approval of the award for ITB-26-004: Diagnostic, Service, and Replacement of Heating, Air Conditioning, and Dehumidification Systems at the Aquatic Facility to Advanced Airflow Technology. (Jim Burress) (pg. 121)

15. Consider recommending approval of J& H Services, Inc., contracted under Cooperative Educational Services (CES) Contract No. 23-08-c3115-All, for the provision and installation of concrete wall barriers and fencing services at the Roswell Air Center. (Omar Gonzalez) (pg. 123)
16. Consider recommending approval of RFP-26-002 Professional Legal Services for Special PFAS Litigation Counsel to NM Local Government Law, LLC. (Hess Yntema) (pg. 125)
17. Consider recommending approval of the Drought Contingency Plan 2025. (Chantel Longway) (pg. 127)

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: 11/14/2025

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

Please join my meeting from your computer, tablet or smartphone.
<https://global.gotomeeting.com/join/994272373>

You can also dial in using your phone.

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

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 1.

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Legal Department Communications Report October/ November

Attachments

Legal Department Communications Oct/Nov

COMMUNICATION

November 18, 2025

From Hess Yntema, City Attorney

To: Regular Meeting City of Roswell Council

RE: Administratively Executed Lease(s)- October/November

Mayor Pro Tem and members of the Council,

I. Lease(s)

Below please find a description of all the leases entered into administratively pursuant to §2-205 of the Roswell City Code. All leases are for a period of one year or less and at a value less than \$20,000.00 per year.

This lease is consistent with Local and State law, ROW rate structures, an FAA's self-sustaining principle and other applicable FAA rules and regulations. All leases are available for inspect at ROW, the City attorney's office, or electronically. As with all but two airport buildings, these buildings have not been appraised in the past 10 years.

1. New Mexico Historical Air Museum- Term: effective on February 1, 2025 with the option to extend for successive periods of three (3) years on the same terms and conditions upon the expiration of the then current term (lease period); Rent- \$0.10 per square foot of leased premise annually for a total sum of \$16,603.70 for the first year. Thereafter, the rent will be adjusted annually by the lesser of CPI or 3%

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 2.

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

November Department Report -- City Clerk

Attachments

Monthly Report - Clerk (October)

October 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> (October 15, 2025 – November 6, 2025)	<u>New</u>
City Clerk	42
Municipal Court	0
PVRCC (Chaves County Sheriff’s Office)	2
Roswell PD	216

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly October 2025

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: October 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	589	495	3,191	2,820
Voluntary Compliance	333	264	1,712	1,424
No. of Cases Filed in Municipal Court	20	14	88	68
No. Cases Dismissed by Officer	15	7	38	14
Resolution	32	23	185	55
Weeds	475	281	2,528	1,560
Inoperable Vehicles	10	38	66	253
Litter	28	47	126	260
Unsanitary Premises	39	28	170	263
Signs	7	44	81	98
Zoning	5	1	17	1
Obstructions	13	9	50	59
Public Nuisances	12	47	153	326
Garage Sales No permit	0	0	0	0

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	154	203	511	639
Renewed Licenses	116	169	330	489
New Licenses	32	30	107	109
Temporary Permits Issued	6	4	74	41
Receipts	\$6,312.00	\$7,912	\$24,263.00	\$27,597

*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	3	4	10	18
Residential - Other	36	29	149	124
Commercial-New	0	0	2	6
Commercial - Other	5	16	52	40
Total Permits Issued	44	49	213	188
Total Fees Collected	\$17,249.45	\$23,661.15	\$154,560.75	\$116,108.12

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	31	53	185	172
Plumbing & Mechanical Permits—Commercial	17	11	62	46
Total Permits Issued	48	64	247	218
Total Fees Collected	\$3,773.75	\$2,959.25	\$13,788.50	\$11,168.75

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	32	23	120	109
Electric Permits—Commercial	10	16	46	47
Total Permits Issued	42	39	166	156
Total Fees Collected	\$4,075.00	\$3,210.00	\$17,757.50	\$16,611.80

*Figures calculated to reflect FYTD

**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 4.

Legal Committee

Meeting Date: 11/18/2025

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

NOVEMBER 2025 HUMAN RESOURCES MONTHLY REPORT

For October, the City hired 19 new employees, 17 promotions and 14 exits including 1 retirement.

Our turnover rate for the month of October is 2.20% and for the year so far is 25.98%.

Our Vacancy Rate is 23.4%.

Payroll count for October 17, 2025 – October 30, 2025 was:

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

Total paid employees -631

Total employees - 635

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

FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM					
NEW HIRE					
	Date	Name	Position	Department	Status
1.	10/3/25	ROSARIO ALVARADO	RECREATION INSTRUCTOR	RECREATION	PT
2.	10/3/25	CHEYENNE HELLMERS	DISPATCH ADMIN ASSISTANT	CONSOLIDATED DISPATCH	FT
3.	10/3/25	HEATHER GENSLE	DISPATCH ADMIN ASSISTANT	CONSOLIDATED DISPATCH	FT
4.	10/10/25	AARON GONZALES	POLICE RECRUIT	POLICE	FT
5.	10/10/25	JOAQUIN MARTINEZ	POLICE EVIDENCE CUSTODIAN	POLICE	FT
6.	10/20/25	ANDREA MANZANARES	RECREATION AIDE II	RECREATION	FT
7.	10/20/25	REBECCA MELENDEZ	LIBRARY PAGE SENIOR PT	LIBRARY	PT
8.	10/20/25	IVAN CARDENAS	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
9.	10/24/25	MICHAEL PAYNE	POLICE SERVICE AIDE	POLICE	FT
10.	10/24/25	GABRIEL CARRILLO	POLICE SERVICE AIDE	POLICE	FT
11.	10/24/25	GREG DE LOS SANTOS	POLICE SERVICE AIDE	POLICE	FT
12.	10/27/25	STANLEY MONTOYA	KENNEL WORKER	ANIMAL CONTROL	FT
13.	10/27/25	KATELYN HELGESON	VEHICLE OPERATOR	TRANSIT	FT
14.	10/31/25	JOEL TARIN	BASKETBALL OFFICIAL-TEMP	RECREATION	TP
15.	10/31/25	MEGAN HARRIS	BASKETBALL OFFICIAL-TEMP	RECREATION	TP
16.	10/31/25	ABIGAIL MORALES	BASKETBALL OFFICIAL-TEMP	RECREATION	TP
17.	10/31/25	CHRISTOPHER VARGAS	BASKETBALL OFFICIAL-TEMP	RECREATION	TP
18.	10/31/25	RYAN ROMERO	BASKETBALL OFFICIAL-TEMP	RECREATION	TP
19.	10/31/25	JAVIREY WASHINGTON	BASKETBALL OFFICIAL-TEMP	RECREATION	TP
TRANSFERS					
	Date	Name	Position	Department	Status
1.	10/17/25	ENEAS HERNANDEZ	MAINTENANCE WORKER	RIAC	FT
2.	10/31/25	PAUL SANCHEZ	EQUIPMENT OPERATOR	WWTP	FT
3.	10/31/25	JAMES GURROLA	EQUIPMENT OPERATOR	WWTP	FT
LATERAL					
	Date	Name	Position	Department	Status
1.					
PROMOTION					
	Date	Name	Position	Department	Status
1.	10/3/25	CAOIMHE GILCHRIST	ADMIN ASSISTANT	SANITATION	FT
2.	10/3/25	ANDREW QUINTERO	EQUIPMENT OPERATOR	STREETS	FT
3.	10/3/25	VICTOR MACIAS	AUTOMATED COLLECTION OPERATOR	SANITATION	FT
4.	10/3/25	JERID HUGGINS	LIEUTENANT 2	FIRE	FT
5.	10/17/25	DANNY GUEVARA	EQUIPMENT OPERATOR SR.	WWTP	FT
6.	10/17/25	MIGUEL MOLINA	MAINTENANCE WORKER	RIAC	FT
7.	10/17/25	JAIME FIERRO	WORKFLOW COORD/INSPECTOR	PUBLIC WORKS	FT
8.	10/17/25	LILLIAN LEWIS	ACCOUNTING TECH II-ACCT. RECEIVABLE	FINANCE	FT
9.	10/17/25	DOMINIC VILLALOBOS	POLICE RECRUIT	POLICE	FT
10.	10/17/25	VICTOR OAXACA	GROUNDS MAINTENANCE WORKER	PARKS	FT
11.	10/31/25	ALISON HERRING	DEPARTMENT MANAGER DISPATCH	DISPATCH	FT
12.	10/31/25	GABRIELA CONTRERAS	POLICE OFFICER 1	POLICE	FT
13.	10/31/25	MELICIO FLORES JR.	POLICE OFFICER 1	POLICE	FT
14.	10/31/25	STARRETT HUNSTMAN	POLICE OFFICER 1	POLICE	FT
15.	10/31/25	ALEXANDER VARGAS	POLICE OFFICER 1	POLICE	FT
16.	10/31/25	GREGGORY BRADY	POLICE OFFICER 1	POLICE	FT
17.	10/31/25	DANIEL SEDILLO	PARKS LABORER	PARKS	FT
DEMOTIONS					

	Date	Name	Position	Department	Status
1.	10/3/25	FRANCISCO BAUTISTA	LABORER PARKS	PARKS	FT
2.	10/17/25	DAVID MARQUEZ	EQUIPMENT OPERATOR	LANDFILL	FT
3.	10/31/25	KATHRYN LITT	ACCOUNTANT TECH II- ACCT. PAYABLE	FINANCE	FT
EXITS					
	Date	Name	Position	Department	Status
1.	10/1/25	KYLE WRIGHT	LIEUTENANT III	FIRE	FT
2.	10/2/25	CHRISTOPHER COCKRUM	GROUND MAINT ZOO LEAD	ZOO	FT
3.	10/3/25	ASHLEY KEITH	ACCOUNTING SUPERVISOR	FINANCE	FT
4.	10/5/25	ERIK CASTILLO	DETECTIVE	POLICE	FT
5.	10/7/25	ANTJUAN MCGHEE	EQUIPMENT OPERATOR	WWTP	FT
6.	10/10/25	JARRETH ORTIZ	SANITATION WORKER	LANDFILL	FT
8.	10/13/25	PEDRO VILLARREAL	VEHICLE OPERATOR	TRANSIT	FT
7.	10/17/25	GUADALUPE NEVAREZ	ENGINEERING TECHNICIAN	ENGINEERING	FT
9.	10/17/25	THERESA BEST	DEPARTMENT MANAGER DISPATCH	CONSOLIDATED DISPATCH	FT
10.	10/21/25	LUPE CASILLAS	VEHICLE OPERATOR	TRANSIT	FT
11.	10/23/25	ZACHARY CANNON	METER READER	WATER CUSTOMER SERVICE	FT
12.	10/24/25	ANAYEE CARLOS	PRETREATMENT COORDINATOR	WWTP	FT
13.	10/27/25	STACEY HAYES	CITY CLERK OFFICE ASSISTANT	CITY CLERK	FT
RETIREMENT					
	Date	Name	Position	Department	Status
1.	10/31/25	JAMES DALE HIGGINS	FIRE APPARATUS OPERATOR II	FIRE	FT

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1022104 DEPUTY COURT CLERK	1.0000	1.0000	0.0000	1.0000	1022	DCTCLK	4021ADM		30/01	34,936.72	16.80
1030104 ACCOUNTANT	1.0000	1.0000	0.0000	1.0000	1030	ACCT	4041ADM		60/01	63,296.22	30.43
1485101 STAFF ACCOUNTANT	1.0000	1.0000	0.0000	1.0000	1485	STAFF ACCT	4041ADM		60/01	63,296.22	30.43
1486101 GRANT COORDINATOR	1.0000	1.0000	0.0000	1.0000	1486	GRANTCOORD	4041ADM		1/01	19,111.56	9.19
1445101 FACILITIES MAINTENANCE LO	1.0000	1.0000	0.0000	1.0000	1445	FMINTLCK	4071AFLC		944/01	44,770.96	21.52
1057114 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA		660/01	0.00	0.00
1061112 DETECTIVE	1.0000	1.0000	0.0000	1.0000	1061	PDET	4111RPOA		660/01	61,452.82	29.54
1056120 POLICE OFFICER 2	1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA		634/01	54,557.88	26.23
1056122 POLICE OFFICER 2	1.0000	1.0000	0.0000	1.0000	1056	POFFR2	4111RPOA		654/01	54,557.88	26.23
1054117 POLICE RECRUIT	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	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	22,159.28	10.65
1055126 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	22,159.28	10.65
1049101 OFFICE ASSISTANT POLICE	1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA		619/01	25,970.10	12.49
1049103 OFFICE ASSISTANT POLICE	1.0000	1.0000	0.0000	1.0000	1049	OFFASST	4111RPOA		628/01	32,600.36	15.67
1054104 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM		44/01	46,114.12	22.17
1054106 POLICE RECRUIT	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	0.0000	1.0000	1054	PRECR	4111ADM		1/01	19,111.56	9.19
1054111 POLICE RECRUIT	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	0.0000	1.0000	1054	PRECR	4111ADM		44/01	46,114.12	22.17
1054113 POLICE RECRUIT	1.0000	1.0000	0.0000	1.0000	1054	PRECR	4111ADM		44/01	46,114.12	22.17
1055112 POLICE OFFICER 1	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	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	22,159.28	10.65
1055114 POLICE OFFICER 1	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	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	0.00	0.00
1055116 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	0.00	0.00
1055117 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	0.00	0.00
1055118 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	0.00	0.00
1055119 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	0.00	0.00
1055124 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	0.00	0.00
1055125 POLICE OFFICER 1	1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		611/01	0.00	0.00
1057108 POLICE OFFICER 3	1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA		619/01	25,970.10	12.49
1058114 POLICE SERGEANT	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	0.0000	1.0000	1059	PLT	4111ADM		619/01	25,970.10	12.49
1061103 DETECTIVE	1.0000	1.0000	0.0000	1.0000	1061	PDET	4111ADM		1/00	0.00	0.00
1067106 ADMIN. ASSISTANT POLICE	1.0000	1.0000	0.0000	1.0000	1067	ADMINASST	4111ADM		1/00	0.00	0.00
1483101 EMS CAPTAIN	1.0000	1.0000	0.0000	1.0000	1483	EMSCAPT	4121ADM		76/01	86,886.41	41.77
1070102 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM		37/01	40,132.30	19.29
1070104 FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECR	4121ADM		37/01	40,132.30	19.29
1070107 FIREFIGHTER RECRUIT	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	0.0000	1.0000	1070	FFRECR	4121ADM		37/01	40,132.30	19.29
1070111 FIREFIGHTER RECRUIT	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	0.0000	1.0000	1070	FFRECR	4121ADM		37/01	40,132.30	19.29
1070115 FIREFIGHTER RECRUIT	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	0.0000	1.0000	1070	FFRECR	4121ADM		37/01	40,132.30	19.29
1070117 FIREFIGHTER RECRUIT	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	0.0000	1.0000	1070	FFRECR	4121ADM		37/01	40,132.30	19.29
1071108 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		619/01	0.00	0.00
1071109 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		619/01	0.00	0.00
1071110 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		619/01	0.00	0.00
1071111 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		619/01	0.00	0.00
1071112 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		619/01	0.00	0.00
1071117 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		619/01	0.00	0.00
1071118 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		619/01	0.00	0.00
1071119 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		619/01	0.00	0.00
1071121 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FEL	4121IAFF		619/01	0.00	0.00

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
1072102	FIREFIGHTER 2	1.0000	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	/00	0.00	0.00	0.00	0.00
1072104	FIREFIGHTER 2	1.0000	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	/00	0.00	0.00	0.00	0.00
1073102	FIREFIGHTER 3	1.0000	1.0000	0.0000	1.0000	1073	FF3	4121IAFF	/00	0.00	0.00	0.00	0.00
1074101	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	744/01	42,612.44	42,612.44	14.59	14.59
1074105	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00	0.00	0.00
1074107	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	62,695.62	21.47	21.47
1074110	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00	0.00	0.00
1074111	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	62,695.62	21.47	21.47
1074112	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01	62,695.62	62,695.62	21.47	21.47
1074113	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00	0.00	0.00
1074117	FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00	0.00	0.00	0.00	0.00
1075101	FIRE APPARATUS OPERATOR 2	1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121IAFF	/00	0.00	0.00	0.00	0.00
1077103	FIRE LIEUTENANT 1	1.0000	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00	0.00	0.00
1077106	FIRE LIEUTENANT 1	1.0000	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00	0.00	0.00	0.00	0.00
1079105	FIRE LIEUTENANT 3	1.0000	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	/00	0.00	0.00	0.00	0.00
1079107	FIRE LIEUTENANT 3	1.0000	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	LIE1/01	77,864.28	77,864.28	26.67	26.67
1078114	FIRE LIEUTENANT 2	1.0000	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	FF2/01	55,756.74	55,756.74	19.09	19.09
1070119	FIREFIGHTER RECRUIT	1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121IADM	37/01	40,132.30	40,132.30	19.29	19.29
1271106	FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00	0.00	0.00	0.00	0.00
1271103	DEPUTY FIRE MARSHALL	1.0000	1.0000	0.0000	1.0000	1271	DEIMARS	4121IADM	/00	0.00	0.00	0.00	0.00
1452101	FIRE APPARATUS OPERATOR L	1.0000	1.0000	0.0000	1.0000	1452	FAPOPERLAT	4121IAFF	FA01/01	62,695.62	62,695.62	21.47	21.47
1366101	ENGINEERING CONSTRUCTION	1.0000	1.0000	0.0000	1.0000	1366	ENGCONSUP	4135ADM	1/01	19,111.56	19,111.56	9.19	9.19
1160101	ENGINEERING TECHNICIAN	1.0000	1.0000	0.0000	1.0000	1160	ENGRTECH	4135ADM	/00	0.00	0.00	0.00	0.00
1117104	GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	32,600.36	15.67	15.67
1117105	GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	32,600.36	15.67	15.67
1117106	GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	32,600.36	15.67	15.67
1117101	GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01	32,600.36	32,600.36	15.67	15.67
1120101	PREPARATOR MUSEUM	1.0000	1.0000	0.0000	1.0000	1120	MUSPREP	4221IADM	/00	0.00	0.00	0.00	0.00
1127104	LABORER PARKS	1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01	25,196.60	25,196.60	12.11	12.11
1419103	PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231IADM	278/01	33,421.44	33,421.44	16.07	16.07
1127106	LABORER PARKS	1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01	25,196.60	25,196.60	12.11	12.11
1127114	LABORER PARKS	1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01	25,196.60	25,196.60	12.11	12.11
1468101	GROUND MAINTENANCE ZOO L	1.0000	1.0000	0.0000	1.0000	1468	GRWITZOOILD	4232ADM	1/01	19,111.56	19,111.56	9.19	9.19
1134104	ZOO KEEPER	1.0000	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	915/01	31,351.32	31,351.32	15.07	15.07
1365101	BEVERAGE CART ATTENDANT	1.0000	1.0000	0.0000	1.0000	1365	BEVATTND	4232AFLC	926/01	33,421.44	33,421.44	16.07	16.07
1475102	GOLF LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1475	GOLFTEMP	4233ADM	26/01	32,291.74	32,291.74	15.52	15.52
1475102	GOLF LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1475	GOLFTEMP	4233ADM	26/01	32,291.74	32,291.74	15.52	15.52
1478101	RECREATION INSTRUCTOR- PA	1.0000	0.5000	0.0000	1.0000	1478	RECINSTR	4241ADM	1/01	19,111.56	19,111.56	9.19	9.19
1436110	BASKETBALL OFFICIAL TEMP	1.0000	0.5000	0.0000	1.0000	1436	BSKTBLTTP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1436109	BASKETBALL OFFICIAL TEMP	1.0000	0.5000	0.0000	1.0000	1436	BSKTBLTTP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444104	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1436108	BASKETBALL OFFICIAL TEMP	1.0000	0.5000	0.0000	1.0000	1436	BSKTBLTTP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444105	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444106	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444107	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444108	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444109	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444110	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444111	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444112	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444113	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444114	REC AIDE/LIFEGUARD TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY	
1444115	REC AIDE/LIFEGUARD	TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA	LG	TEMP	4241ADM	278/01	33,421.44	16.07
1444116	REC AIDE/LIFEGUARD	TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA	LG	TEMP	4241ADM	278/01	33,421.44	16.07
1436106	BASKETBALL OFFICIAL	TEMP	1.0000	0.5000	0.0000	1.0000	1436	BSKTBL	TMP	4241ADM	278/01	33,421.44	16.07	
1444101	REC AIDE/LIFEGUARD	TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA	LG	TEMP	4241ADM	278/01	33,421.44	16.07
1444102	REC AIDE/LIFEGUARD	TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA	LG	TEMP	4241ADM	278/01	33,421.44	16.07
1444103	REC AIDE/LIFEGUARD	TEMP	1.0000	1.0000	0.0000	1.0000	1444	RA	LG	TEMP	4241ADM	278/01	33,421.44	16.07
1438101	LIFEGUARD STUDENT	PT	1.0000	1.0000	0.0000	1.0000	1438	LIFEGRD	STN	4242ADM	278/01	33,421.44	16.07	
1383104	LIFE GUARD 1	PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD	LPT	4242ADM	1/01	19,111.56	9.19	
1383106	LIFE GUARD 1	PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD	LPT	4242ADM	1/01	19,111.56	9.19	
1383109	LIFE GUARD 1	PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD	LPT	4242ADM	1/01	19,111.56	9.19	
1383120	LIFE GUARD 1	PT	1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD	LPT	4242ADM	1/01	19,111.56	9.19	
1432101	OPERATIONS AND HOSPITALITY		1.0000	1.0000	0.0000	1.0000	1432	OPHOSP	SPEC	4252ADM	1/01	19,111.56	9.19	
1415101	GUEST SERVICES ASSOCIATE		1.0000	1.0000	0.0000	1.0000	1415	GSVCPT		4253ADM	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	
1182101	ADMIN. ASSISTANT SR		1.0000	1.0000	0.0000	1.0000	1182	ADMASSTSR		4341ADM	42/01	44,326.62	21.31	
1185107	AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER		4341AFLC	937/01	38,963.34	18.73	
1185115	AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER		4341AFLC	931C/01	38,937.60	18.72	
1484101	EMERGENCY VEHICLE TECHNIC		1.0000	1.0000	0.0000	1.0000	1484	EMVEHTECH		4341ADM	78/01	90,396.97	43.46	
1189101	EQUIPMENT OPERATOR		1.0000	1.0000	0.0000	1.0000	1189	EQUIPOPER		4342AFLC	931/01	34,613.28	16.64	
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	
1472101	LABORER TEMP LANDFILL		1.0000	1.0000	0.0000	1.0000	1472	LABORTEMP		4342ADM	26/01	32,291.74	15.52	
1348105	METER READER		1.0000	1.0000	0.0000	1.0000	1348	METERREAD		4352AFLC	915/01	25,196.60	12.11	
1357101	UTILITIES CUSTOMER SERVICE		1.0000	1.0000	0.0000	1.0000	1357	UBCSLEAD		4352ADM	1/01	19,111.56	9.19	
1193108	CUSTOMER SERVICE CLERK		1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK		4352ADM	278/01	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	
1193104	CUSTOMER SERVICE CLERK		1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK		4352ADM	278/01	33,421.44	16.07	
1204101	W & S MAINTENANCE WORKER		1.0000	1.0000	0.0000	1.0000	1204	MAINTWRKR2		4354AFLC	937/01	38,963.34	18.73	
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	EQUIPOPER		4354AFLC	931/01	34,613.28	16.64	
1206104	EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER		4354AFLC	/00	0.00	0.00	
1372101	UTILITY CONSTRUCTION COOR		1.0000	1.0000	0.0000	1.0000	1372	UTCONSCOOR		4354AFLC	915/01	25,196.60	12.11	
1407101	WATER CONSERVATION SPECIA		1.0000	1.0000	0.0000	1.0000	1407	WTRCONSSPE		4354ADM	44/01	46,114.12	22.17	
1212101	PRETREATMENT COORDINATOR		1.0000	1.0000	0.0000	1.0000	1212	PRETRCOORD		4355ADM	41/01	43,444.96	20.89	
1219101	EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER		4356AFLC	937/01	38,963.34	18.73	
1219102	EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER		4356AFLC	931/01	34,613.28	16.64	
1219103	EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER		4356AFLC	/00	0.00	0.00	
1219104	EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER		4356AFLC	915/01	25,196.60	12.11	
1219105	EQUIPMENT OPERATOR WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER		4356AFLC	931/01	34,613.28	16.64	
1224104	GROUND 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	
1231112	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	
1231118	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	931/01	34,613.28	16.64	
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	
1236112	EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP		4656ADM	37/01	40,132.30	19.29	
1236114	EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP		4656ADM	37/01	40,132.30	19.29	
1263101	EMERGENCY COMMUNICATIONS		1.0000	1.0000	0.0000	1.0000	1263	EMCOQUASCO		4656ADM	54/01	56,202.22	27.02	

POSITION VACANCY REPORT



POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
TOTAL			0.0000	0.0000	165.0000					4,550,043.30		2,119.67	

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

Employee Turnover



Period Start Date: 10/17/2025
Period End Date: 10/30/2025

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	3	3	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	1	1	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%
1275	PAYROLL ASSISTANT	1	1	0	0.00%
1296	GRANT/PROJECT COORDINATOR	1	1	0	0.00%

Employee Turnover



Period Start Date: 10/17/2025
Period End Date: 10/30/2025

1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1409	ACCOUNTS RECEIVABLE	2	2	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	1	0	0.00%
1049	OFFICE ASSISTANT POLICE	6	6	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0	0.00%
1053	POLICE SERV AIDE CAREER PATH	3	6	0	0.00%

Employee Turnover



Period Start Date: 10/17/2025
Period End Date: 10/30/2025

1054	POLICE RECRUIT	7	7	0	0.00%
1055	POLICE OFFICER 1	19	19	0	0.00%
1056	POLICE OFFICER 2	19	19	0	0.00%
1057	POLICE OFFICER 3	6	6	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	3	3	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 **89** **89** **0** **0.00%**

1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1070	FIREFIGHTER RECRUIT	8	8	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	12	12	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	10	10	0	0.00%
1079	FIRE LIEUTENANT 3	8	8	0	0.00%
1080	BATTALION CHIEF	3	3	0	0.00%
1081	DEPUTY FIRE CHIEF	2	2	0	0.00%
1082	FIRE CHIEF	1	1	0	0.00%
1083	DIVISION CHIEF	1	1	0	0.00%
1271	DEPUTY FIRE MARSHAL	2	2	0	0.00%
1281	FIREMARSHAL	1	1	0	0.00%

Employee Turnover



Period Start Date: 10/17/2025
Period End Date: 10/30/2025

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	8	1	11.76%
1159	CONSTRUCTION INSPECTOR SR.	2	2	0	0.00%
1160	ENGINEERING TECHNICIAN	2	1	1	66.67%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4023	NEVAREZ, GUADALUPE	1160101	ENGINEERING TECHNICIAN	6/23/2025	10/17/2025

1162	DIRECTOR OF ENGR. & INFRA.	1	1	0	0.00%
1192	ADMIN. ASST. SR. PUBLIC WORKS	1	1	0	0.00%
1306	ENGINEER SR	1	1	0	0.00%
1307	GEOGRAPHIC INFORMATION SYSTEM	1	1	0	0.00%

Location: 4151 CODE ENFORCEMENT

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	13	14	0	0.00%
1095	ANIMAL CONTROL OFFICER	1	1	0	0.00%
1097	KENNEL COORDINATOR	5	5	0	0.00%
		1	1	0	0.00%

Employee Turnover



Period Start Date: 10/17/2025
Period End Date: 10/30/2025

1098	KENNEL WORKER	5	6	0	0.00%
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	2	2	0	0.00%
1107	REFERENCE ASSISTANT	1	1	0	0.00%
1109	LIBRARY CATALOGER	1	1	0	0.00%
1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
1267	INTER LIBRARY L & R LIBRARIAN	1	1	0	0.00%
1277	CHILDREN AND YOUTH LIBRARIAN	1	1	0	0.00%
1354	YOUTH LIBRARIAN ASSISTANT	1	1	0	0.00%
1387	LIBRARY PAGE SENIOR PT	6	7	0	0.00%
1441	STEM INSTRUCTOR	1	1	0	0.00%
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	1	1	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%

Employee Turnover



Period Start Date: 10/17/2025
Period End Date: 10/30/2025

1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	9	9	0	0.00%
1128	GROUPS MAINT WORKER PARKS	10	10	0	0.00%
1129	GROUPS 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	3	3	0	0.00%
Location: 4232 ZOO		6	6	0	0.00%
1133	LABORER ZOO	1	1	0	0.00%
1134	ZOO KEEPER	2	2	0	0.00%
1135	GROUPS MAINTENANCE WORKER ZOO	1	1	0	0.00%
1439	LEAD ZOO KEEPER	1	1	0	0.00%
1456	ZOO SUPERVISOR	1	1	0	0.00%
Location: 4233 GOLF		16	16	0	0.00%
1139	GROUPS 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	0	0	0	#DIV/0!
Location: 4241 RECREATION		17	18	0	0.00%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%
1145	RECREATION AIDE 2	1	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: 10/17/2025
Period End Date: 10/30/2025

1412	RECREATION AIDE 1 PT	8	8	0	0	0.00%
1436	BASKETBALL OFFICIAL TEMP	0	0	0	0	#DIV/0!
1478	REC INSTRUCTOR-PART TIME	1	1	0	0	0.00%
1482	RECREATION LEADER SR	1	1	0	0	0.00%
Location: 4242 RECREATION AQUATIC POOL						
1383	LIFE GUARD 1 PT	6	6	0	0	0.00%
1426	HEAD LIFE GUARD PT	2	2	0	0	0.00%
1442	AQUATICS SPECIALIST	1	1	0	0	0.00%
Location: 4243 ADULT CENTER						
1146	RECREATION LEADER	1	1	0	0	0.00%
Location: 4252 CONVENTION CENTER						
1322	GENERAL FACILITIES & OPER. MGR	1	1	0	0	0.00%
1347	ACCOUNTING MANAGER	1	1	0	0	0.00%
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0	0.00%
1432	OPERATION AND HOSP. SPEC- PT	1	1	0	0	0.00%
Location: 4253 VISITOR CENTER						
1278	GUEST SERVICES ASSOCIATE VC	1	1	0	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0	0.00%
Location: 4261 PUBLIC RELATIONS						
1155	PUBLIC INFORMATION OFFICER	1	1	0	0	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0	0.00%
Location: 4323 STREETS						
1167	MAINTENANCE WORKER STREETS	9	9	0	0	0.00%
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	4	4	0	0	0.00%
1171	EQUIPMENT OPERATOR SR. STREETS	3	3	0	0	0.00%
1172	SUPERVISOR STREETS	1	1	0	0	0.00%
1173	SUPERINTENDENT STREETS	1	1	0	0	0.00%
1378	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0	0.00%
Location: 4325 SPECIAL ELECTRONICS						
1165	TRAFFIC SIGNAL TECHNICIAN	2	2	0	0	0.00%

Employee Turnover



Period Start Date: 10/17/2025
Period End Date: 10/30/2025

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%
1479	ASST AIRPORT CRED SPECIALIST	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	5	5	0	0.00%
Location: 4341 SANITATION					
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	17	17	0	0.00%
1186	SOLID WASTE/FACILITY MANAGER	1	1	0	0.00%
1373	HEAVY-DUTY TECHNICIAN	4	4	0	0.00%
1374	LUBE TECHNICIAN	1	1	0	0.00%
1375	PARTS TECHNICIAN	1	1	0	0.00%
1477	SOLID WASTE ADMIN ANALYST	1	1	0	0.00%
1480	SOLID WASTE ADMIN ASSISTANT	1	1	0	0.00%
Location: 4342 LANDFILL					
1187	ACCOUNTING TECHNICIAN II	1	1	0	0.00%
1189	EQUIPMENT OPERATOR	5	5	0	0.00%
1191	SANITATION WORKER	2	2	0	0.00%
1330	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458	SCALE HOUSE ATTENDANT	1	1	0	0.00%
1469	EQUIPMENT OPERATOR SR	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE					
1193	CUSTOMER SERVICE CLERK	6	6	0	0.00%
1195	UTILITIES BILLING SUPERVISOR	1	1	0	0.00%

Employee Turnover



Period Start Date: 10/17/2025
Period End Date: 10/30/2025

1348	METER READER	5	5	0	0.00%
1460	UTILITIES BILLING MANAGER	1	1	0	0.00%
1481	METER READER SUPERVISOR	1	1	0	0.00%

Location: 4353 CENTRAL CONTROL

1196	WATER PRODUCTION OPERATOR	5	8	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

1201	ADMIN. ASSISTANT SR. WATER	1	32	0	0.00%
1202	WAREHOUSE WORKER	1	1	0	0.00%
1203	WAREHOUSE WORKER SR.	1	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	12	0	0.00%
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1327	WORKFLOW COORD/INSPECTOR	1	1	0	0.00%
1377	METER MAINTENANCE TECHNICIAN	1	1	0	0.00%

Location: 4355 WWTP

1211	ADMIN. ASSISTANT SR. WWTP	1	12	1	8.00%
1212	PRETREATMENT COORDINATOR WWTP	1	0	1	200.00%

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

4710	CARLOS, ANAYEE	1212101	PRETREATMENT COORDINATOR	5/5/2025	10/24/2025
1213	OPERATOR WWTP	5	5	0	0.00%
1214	OPERATOR SR. WWTP	1	1	0	0.00%
1215	SUPERVISOR WWTP	1	1	0	0.00%
1216	SUPERINTENDENT WWTP	1	1	0	0.00%
1283	WWTP ELECTRICIAN	1	1	0	0.00%
1311	MAINTENANCE WORKER WWTP	2	2	0	0.00%

Employee Turnover



Period Start Date: 10/17/2025
Period End Date: 10/30/2025

Location: 4356 WWTP - SEWER MAINTENANCE						
1219	EQUIPMENT OPERATOR WWTP	2	2	0	0	0.00%
1454	EQUIPMENT OPERATOR SR. WWTP	2	2	0	0	0.00%
Location: 4358 WWTP - CITY LAB						
1221	LAB TECHNICIAN ASSISTANT WWTP	2	2	0	0	0.00%
1222	LABORATORY TECHNICIAN WWTP	1	1	0	0	0.00%
Location: 4411 CEMETERY						
1223	ADMIN. ASSISTANT CEMETERY	11	11	0	0	0.00%
1224	ADMIN. ASSISTANT CEMETERY	1	1	0	0	0.00%
1224	WORKER CEMETERY	3	3	0	0	0.00%
1225	WORKER SR. CEM.	4	4	0	0	0.00%
1226	SUPERINTENDENT CEMETERY	1	1	0	0	0.00%
1324	CEMETERY SUPERVISOR	1	1	0	0	0.00%
1470	CEMETERY LABORER TEMP	1	1	0	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT						
1043	CUSTODIAN	18	19	0	0	0.00%
1229	TRANSIT OPERATIONS SUPV II	1	1	0	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	13	14	0	0	0.00%
1232	TRANSIT DIRECTOR	1	1	0	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0	0.00%
1315	TRANSIT OPERATIONS SUPV I	1	1	0	0	0.00%
Location: 4631 INFORMATION TECHNOLOGY						
1233	INFORMATION TECHNOLOGY TECH.	6	6	0	0	0.00%
1234	DEPARTMENT DIRECTOR IT	1	1	0	0	0.00%
1235	IT TECHNICIAN SR.	2	2	0	0	0.00%
1364	NETWORK ADMINISTRATOR ENGINEER	1	1	0	0	0.00%
1446	SYSTEMS & DATA INTEGRATION SPE	1	1	0	0	0.00%
Location: 4656 CONSOLIDATED DISPATCH						
1236	EMERGENCY COMM. DISPATCHER	16	16	0	0	0.00%
1237	EMERGENCY COMM. SUPERVISOR	6	6	0	0	0.00%
1238	DEPARTMENT MANAGER DISPATCH	4	4	0	0	0.00%
1257	OPERATIONS COORDINATOR	1	1	0	0	0.00%
1262	TRAINING COORDINATOR	1	1	0	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0	0.00%

Employee Turnover

Period Start Date: 10/17/2025
Period End Date: 10/30/2025

1437	EMERGENCY COMM. ADMIN ASST.	2	2	0	0.00%
			635		



**ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT**

Non-Action Items 5.

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

DEPARTMENT NAME:

Safety Department Report October 2025

Attachments

Safety Dept Report Oct 2025

OCTOBER 2025 Safety Report

Safety

ACCIDENT OR INCIDENT / 3RD PARTY			INCIDENT COMPARISONS			
DEPARTMENT	1-Oct	3rd PARTY	MONTH	2025	2024	2023
ADULT CENTER	0	0	JANUARY	24	32	30
AIR CENTER	0	0	FEBRUARY	13	28	38
ANIMAL SERVICES	0	0	MARCH	17	20	36
AQUATIC CENTER	0	0	APRIL	18	20	30
CEMETERY	1	0	MAY	21	20	23
CENTRAL CONTROL	0	0	JUNE	23	22	21
CITY CLERK	0	0	JULY	18	15	27
CODE ENFORCEMENT	0	0	AUGUST	30	18	41
CONVENTION CENTER	0	0	SEPTEMBER	9	10	44
DISPATCH	0	0	OCTOBER	19	17	31
ENGINEERING	0	0	NOVEMBER	0	14	21
FACILITIES MAINTENANCE	0	0	DECEMBER	0	15	15
FIRE DEPARTMENT	3	2	TOTAL	192	231	357
GOLF	1	1				
HR/Safety	0	0	DEPARTMENT	PROPERTY	3rd PARTY	
IT	0	0	Golf	1	1	
LEGAL	0	0	Police	2	1	
LIBRARY	0	0	Visitors Center	1	1	
MUSEUM	0	0	TOTAL	4	3	
PARKS	2	0				
POLICE DEPARTMENT	4	2	DEPARTMENT	MVA	3rd PARTY	
PUBLIC AFFAIRS	0	0	Cemetery	1	0	
REC CENTER	0	0	Fire	1	1	
SPECIAL ELECTRONICS	0	0	Parks	1	0	
SOLID WASTE	4	0	Police	2	1	
STREETS	1	0	Solid Waste	3	0	
TRANSIT/FLEET	0	0	Streets	1	0	
VISITORS CENTER	1	1	TOTAL	9	2	
WATER	2	2				
WWTP	0	0				
ZOO	0	0				
TOTAL	19	8				

OCTOBER 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
ADULT CENTER	0	0	0	0	0	0	0	0	1	0	0	0	1	1
AIR CENTER	0	0	0	0	2	1	1	0	1	0	0	0	5	4
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	1	0	0	3	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	1	0	0	0	1	0
FIRE DEPARTMENT	1	2	0	0	1	4	1	3	0	3	0	0	15	5
GOLF	0	0	0	0	0	0	0	0	0	1	0	0	1	1
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	2	0	0	17	0
POLICE DEPARTMENT	9	3	8	3	4	8	4	6	2	4	0	0	51	28
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	1	4	0	0	28	6
STREETS	3	1	1	3	1	2	1	2	1	1	0	0	16	7
TRANSIT/FLEET	1	0	0	1	1	0	0	2	0	0	0	0	5	3
VISITORS CENTER	0	0	0	0	0	0	0	0	0	1	0	0	1	1
WATER	1	0	4	2	2	2	3	3	2	2	0	0	21	12
WWTP	1	2	0	0	0	0	1	0	1	0	0	0	5	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	9	19	0	0	192	82

OCTOBER 2025 Safety Report

DEPARTMENT	INJ./ILL	First Aid	OSHA Recordable
FIRE	3	2	0
WATER	1	1	0
TOTAL	4	3	0

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Arm	Strain	No
Hands	Hazardous contact	Yes
Back	MVA	Yes

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	1104	126	Sep-2025	\$20,070.82
OCTOBER	1608	260	Oct-2025	\$6,650.00
NOVEMBER	0	0	Nov-2025	\$0.00
DECEMBER	0	0	Dec-2025	\$0.00
YTD TOTALS	10,725	2,012	YTD TOTAL	\$867,992.06

Legal Committee

Meeting Date: 11/18/2025

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 the City of Roswell's Purchasing Procedures. (Hess Yntema)

BACKGROUND:

Initiated by: Ed Heldenbrand

This Ordinance clarifies what procurements and contracts need to be presented to council, when, and how the City Manager may promulgate policies and procedures.

FINANCIAL CONSIDERATION:

No financial impact at this time.

LEGAL REVIEW:

City attorney has drafted this item.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the 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 the City of Roswell's Purchasing Procedures.

Attachments

Ordinance 25-XX Procurement

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1

WHEREAS, The City of Roswell is a local public body subject to the Procurement Code NMSA 1978, § 13-1-67, and

WHEREAS, The Governing Body shall control the finances and property of the municipality, appropriate money for municipal purposes only, and provide for payment of debts and expenses of the municipality, NMSA 1978, § 3-37-2.

SECTION 1. Chapter 2 of the Roswell Code is amended as follows

Sec. 2-141. Application of procurement code.

Sec. 2-141. Application of procurement code.

- (d) Following a 30-day notice and comment period to the Governing Body, ~~T~~the city manager is authorized to adopt and amend policies and procedures for purchases of tangible personal property, services and construction on behalf of the city that are consistent with the provisions of the procurement code. The policies and procedures shall be updated to conform to changes made to the procurement code by the state legislature. The city manager may adopt additional requirements and controls for procurements which are more restrictive than the procurement code.

1 (e) The threshold amounts set forth under the definition of "small purchases" under
2 the procurement code (NMSA 1978, § 13-1-125), as may be amended, shall apply as part of the
3 city's policies and procedures for the purchases of tangible personal property, services and
4 construction on behalf of the city.

5
6 (f) All purchases of tangible personal property, services and construction on behalf of
7 the city shall be subject to the city's policies and procedures for purchasing unless otherwise
8 exempted by the provisions of the procurement code.
9

10
11
12 Sec. 2-146 – Approval of Contracts
13

14 (a) Before execution, any contract subject to the procurement code valued over \$60,00.00
15 per annum shall be approved by the governing body, excluding emergency
16 procurements, which shall be ratified as circumstances require.
17

18 1. Procurements under existing contracts are not subject to the above provision if
19 funds have been appropriated for the applicable fiscal year.
20

21 2. Monthly, all purchases made subject to existing contracts shall be presented to
22 the Finance Committee.
23

24 (b) Whenever a competitive sealed proposal is required under the procurement code, the
25 award of such a proposal shall be approved by the Governing Body.
26

27 (c) The City Manager shall cause to be presented to the appropriate Governing Body
28 committee, for prior approval, any competitive sealed proposal whose cost is not
29 appropriated for the applicable fiscal year. Such presentation shall include the best
30 estimate of anticipated costs for the proposal.
31

32 1. Any competitive sealed proposal whose cost is not budgeted for the fiscal year
33 may be placed immediately on the full governing body agenda by the Mayor
34 if it is in the financial interest or general welfare of the City.
35

36
37
38
39 Secs. 2-147 - 2-180. Reserved.
40

41 PASSED, ADOPTED, SIGNED and APPROVED _____, _____.
42

1 CITY SEAL

2
3
4
5
6 ATTEST

Timothy Z. Jennings, Mayor

7
8
9
10 _____
11 Amalia Martinez, City Clerk
12
13

Legal Committee

Meeting Date: 11/18/2025

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 two (2) dilapidated structures. (Toby Franco)

BACKGROUND:

Initiated by: Toby Franco

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

FINANCIAL CONSIDERATION:

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

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:

Resolution 25-XX: consider recommending adoption of Resolution 25-XX shall require the removal or demolition of two (2) dilapidated structures.

Attachments

ATT 1 Resolution 25-XX Condemnations

ATT 2 Resolution 25-XX Condemnations

CITY OF ROSWELL
RESOLUTION 25-XX

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

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

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

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

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

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

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

ADOPTED, SIGNED AND APPROVED 11th day of December 2025.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
1705 W SUMMIT ST S 6 T 11S R 24E SW4NW4SE4 E 90' W 209.7' N 130' S 160'	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	LUCERO, JUAN E; LUCERO, LIDIA 69 BOLEY PL ROSWELL, NM 88203
2804 S LARGO DR SOUTH PLAINS PARK Block 4 Lot 12	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	RINCON, TOMMY 402 DELICADO DR ROSWELL, NM 88201

1705 W SUMMIT ST



2804 S LARGO DR



Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Resolution 25-XX: Consider recommending adopting of Resolution 25-XX Adopting new rates and fees for the Roswell Air Center. (Bobbi Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

City of Roswell provides a fee structure for aircraft use of facilities and services furnished at the Roswell Air Center (ROW). Resolution of rates and fees has not been revised since 2020. New rates and fees will be initiated on January 1, 2026.

FINANCIAL CONSIDERATION:

No financial impact at this time.

LEGAL REVIEW:

The City Attorney has reviewed the proposed resolution.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

Draft Resolution 25-XX

RESOLUTION 25-XX

A RESOLUTION ADOPTING NEW RATES AND FEES FOR THE ROSWELL AIR CENTER

WHEREAS, the City of Roswell may provide a fee structure for aircraft use of facilities and services furnished at the Roswell Air Center (ROW).

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

1. There is a landing charge to be levied which is based on Maximum Certified Landing Weight (MLW) of any category, class or type of aircraft while actively engaged in use of runways, taxiways or any other facilities of the ROW airport. A charge per landing for Airport Rescue and Fire Fighting (ARFF) shall be levied for each aircraft operating under 14 CFR Part 139 or otherwise requiring ARFF services.
2. The landing charges apply only to commercial aircraft using the ROW airport facilities. Commercial aircraft as defined herein are those that derive revenue through the direct use of and aircraft to engage in, but not limited to, storage, flight testing, charters, firefighting, freight, passengers, and mail.
3. There is established parking charge to be levied which is based on Airplane Design Group (ADG) as established by the Federal Aviation Administration. Parking charges do not apply to aircraft parked in a hangar.
4. That the landing and parking charges for each commercial aircraft will be administered and collected by the office of the Air Center Director.
5. The Rates and Fees set forth in Exhibit A attached hereto are hereby adopted and shall become effective January 1, 2026, and all prior rates, fees and charges for the Roswell Air Center are hereby repealed as of that date.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____

CITY SEAL

ATTEST:

Timothy Z. Jennings, Mayor

Amalia Martinez, City Clerk

EXHIBIT A

ROSWELL AIR CENTER RATES AND FEES

LANDING CHARGES

Aircraft will be charged \$0.85 per 1000 lbs. MLW. Aircraft operating under 14 CFR Part 139 or otherwise requiring ARFF services will be charged an additional \$1.00 per 1000 lbs. MLW. Landing charges may be negotiated by the office of the Air Center Director. Negotiations may take into consideration the number of landings made by an aircraft, fuel purchases and the impact of the aircraft operation on other ROW revenues.

PARKING FEES

Parking Charges by Airplane Design Groups (ADG)

Group #	Wingspan (ft)	Rate/Day
I	<49	\$10.00
II	49 - <79	\$11.00
III	79 - <118	\$12.00
IV	118 - <171	\$17.00
V	171 - <214	\$18.00
VI	214 - <262	\$19.00

FUEL FEES

Signatory Jet A will be \$0.04 per gallon.

Non Signatory Jet A will be \$0.08 per gallon.

Avgas will be \$0.08 per gallon.

Fuel fees will be collected by the FBO and paid to the Air Center by the 15th calendar day of the month following the month in which the fees were collected.. The FBO shall provide a detailed record of fuel sales with payment.

FINANCE CHARGES

Parking and Landing Fees: These fees are due by the 25

Monthly Rent: Rent is due on the 1.

SECURITY

AOA/SIDA/Sterile Area Initial Issue \$75

AOA/SIDA/Sterile Area Renewal	\$50
Badge Change Fee	\$30
Missed Appointment	\$20
Vehicle permits	\$50
Contractors deposit	\$1000
Unreturned Badge Penalty doubled for all contractors	\$250– fine to employer/authorized signatory, fee is
Unreturned vehicle permit	
Lost badge Penalty	\$100 – First occurrence within 24-month period,
this includes City employees, fee is doubled for all contractors	\$200 – Second and additional occurrences within 24
	-month period with possible suspension or revocation of airport-issued access media for second and additional occurrences.
Roswell Air Center reserves the right to levy monetary fines up to five-hundred (\$500) in accordance with the City of Roswell Municipal Code Section 5-4 for each violation of the Airport Security Program and/or Airport Security Rules and Regulations.	

EQUIPMENT RENTALS

Utility trailer	\$50/day
Forklift, 22K	\$65/hr. or \$255/day
Forklift, 6K	\$45/hr. or \$205/day
Large Tractor	\$90/hr.
Broce Broom	\$55/hr.
Tymco Sweeper	\$105/hr.
Operator	\$55/hr.
Delivery Fee	\$30 to drop off and pick up

ROOM RENTALS

Large Conference Room	\$50/hr.
Small Conference Room	

MISCELLANEOUS FEES

Escort Fees	\$50/hr.
Airport Damage Fees	Actual current repair and/or replacement costs charged to the responsible party, plus a 15% administration fee

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Resolution 25-XX: consider recommending adoption of Amendment to Resolution 18-44 a Resolution Amending the Roswell Airport Advisory Commission. (Councilor Corn)

BACKGROUND:

Initiated by: Robert Corn

FINANCIAL CONSIDERATION:

No financial impact at this time.

LEGAL REVIEW:

N/A, drafted by Councilor Corn.

BOARD AND COMMITTEE ACTION:

Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

Resolution 25-XX Amendment to Resolution 18-44

RESOLUTION 25-XX

AMENDMENT TO RESOLUTION 18-44

A RESOLUTION AMENDING THE ROSWELL AIRPORT ADVISORY COMMISSION

WHEREAS, the City Council, as the local governing body of the City of Roswell (“City Council”) recognizes that the Roswell Air Center (“RAC”) is an important economic asset for the City of Roswell, and;

WHEREAS, the City Council believes the creation of an Airport Advisory Commission (“AAC”) to make recommendations regarding RAC resources that would be beneficial in creating and fostering continued economic activity and development, and;

WHEREAS, the City Council desires to amend the duties of the AAC.

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

1. The AAC for the City of Roswell is hereby created pursuant to the provisions of the Resolution.
2. Purpose and authority:
 - a. The AAC is established and authorized to make recommendations to the City Council. These recommendations concern the development and improvements of the RAC, operations, financial reports, facilities, assets, and leases.
 - b. The AAC shall also make recommendations concerning the capital improvement projects applicable to priorities that it believes will best serve economic and development needs.
 - c. The AAC must report to the City Council after each AAC meeting and must act on all matters before any action is taken by the City Council.
 - d. Shall communicate with the community and other government agencies as the need is required.
3. The AAC shall not have any supervisory or management authority over any City employee or any party who contracts with the City, nor shall the AAC represent or have authority to act on behalf of the City. The AAC shall abide by Roswell City Code 2-96 to 2-105 and the Open Meeting Act Resolution as adopted by the City Council annually.
4. AAC meetings shall be held at a date, time, and location designated by the AAC in coordination with Air Center staff. The City Manager and City Legal Counsel or designees shall attend and participate in all meetings as ex officio members. Staff shall expeditiously make public municipal records available for AAC members upon

request. The AAC may enter into Executive Sessions, as appropriate, to discuss sensitive items. The AAC shall keep minutes of the meeting and shall present those minutes for review ten (10) days prior to and approved by the AAC during its next regular meeting.

5. The approved minutes of preceding meetings shall be kept on file in the office of the City Clerk. The AAC meetings shall be held within the corporate limits of the City of Roswell, subject to customary State and City requirements for public access and notice. The AAC shall meet at least quarterly and at such other times as the AAC determines useful to the conduct of its business.
6. The AAC shall be made up of 5 members. Vacancies shall be filled by appointment and made by the Mayor and confirmed by the City Council. AAC members shall each serve four-year staggered terms.
7. While membership on the AAC may be appropriately extended to any qualified person with an interest, it is the express policy of the City Council not to appoint persons who have a significant business interest in the anticipated considerations of the AAC. Nominees for the AAC shall be experienced in the fields of aviation, business, economic development, finance, commercial real estate investment or accounting; or possess other qualifications that are necessary or appropriate for conducting the business of the AAC.
8. AAC members serve strictly as volunteers and serve at the will of the Governing Body with no compensation, reimbursement, or authority other than advisement to the Mayor and City Council.

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

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of Aevex Aerospace, LLC to enter into a 5-year lease beginning October 1, 2025, and ending September 30, 2030, for Bunker 1136 and Bunker 1142 at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by: Michelle Sanchez

Aevex Aerospace, LLC, requests to enter into a 5-year lease for Bunker 1136, consisting of 1,560 square feet, more or less, and Bunker 1142, consisting of 200 square feet, more or less, located at the Roswell Air Center, commencing on October 1, 2025, and ending September 30, 2030.

FINANCIAL CONSIDERATION:

Tenant agrees to pay the Landlord as rent the sum of Three Thousand Eight Hundred Thirty-Nine dollars and Fifty-One Cents (3,839.51) payable in 12 monthly installments of \$319.96, for bunker 1136.

Tenant agrees to pay the Landlord as rent the sum of Four Hundred Ninety-Two Dollars and Eighteen Cents (\$492.18), payable in 12 monthly installments of \$41.01 for bunker 1142.

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

Aevex Aerospace, LLC

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 AEVEX Aerospace, LLC a (an) Florida Limited Liability Company (“Lessee”). The City and Lessee are collectively referred to herein as “The Parties.”

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Bunker No.1136, consisting of 1,560 square feet, and bunker No.1142, consisting of 200 square feet of usable space, 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 122 Will Rogers Rd, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for storing ammunition, explosives, and paperwork. 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 October 1, 2025, for 5 years and shall terminate on September 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 Three Thousand Eight hundred thirty-nine dollars and fifty-one cents (\$3,839.51), payable in 12 monthly installments of \$319.96, and annual rent for Bunker No.#1142 the sum of four hundred ninety-two dollars and eighteen cents (\$492.18), payable in 12 monthly installments of \$41.01. Thereafter, the rent will be adjusted annually by CPI or 3 %, whichever is greater. Rent and other fees are due on the first day of each month. 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 two percent (2.0%) 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 will pay the amount of \$2,165.85 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 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.

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 ammunition, explosives, and paperwork. 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 improvements 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.

6.03 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 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 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

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.

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

termination, cancellation or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

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

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

A. General Liability Insurance

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

Such an insurance policy must specifically provide coverage for the City and its employees and agents in minimum amounts of \$2 million dollars (\$2,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 2 million dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury or death; and \$2 million dollars (\$2,000,000.00) with respect to any one occurrence. Higher coverage for the City may be reasonably required by the City from time to time, including but not limited to increases needed to provide complete coverage for City's maximum liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1 et seq. and New Mexico Civil

Rights Act, NMSA 1978 § 41-4A-1 et seq. City shall have no liability for premiums charged for such coverage, and inclusion of City as an insured party is not intended to, and shall not make City a partner or joint venturer with Lessee in its operations.

B. Property Coverage

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

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

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

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

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

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

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

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

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

a. No person may:

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

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

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

b. Security Badges

i. Airport ID Badge

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

" ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures 12 of AEVEX Aerospace, LLC

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 ammunition, explosives, and paperwork, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).

h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminate 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 one hundred eighty (180) 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 one hundred eighty days (180) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said one hundred eighty (180) day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions or covenants of this Lease, Lessee shall pay the costs incurred by City in litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

ARTICLE 20– DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the 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

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 the day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

AEVEX Aerospace, LLC
440 Stevens Ave. Ste. 150
Solana Beach, CA 92075

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.

15

AEVEX Aerospace, LLC

(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__.

For City

By: Timothy Z. Jennings, Mayor

Hessel Yntema, City Attorney

For Lessee:


[Jeremy Watrous \(Oct 21, 2025 10:03:44 PDT\)](#)

By: AEVEX Aerospace, LLC
Jeremy Watrous, COO

Attest

Amalia Martinez, City Clerk

EXHIBIT A: PREMISES



EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

a. AEVEX Aerospace, 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 AEVEX Aerospace, 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 AEVEX Aerospace, 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 AEVEX Aerospace, 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 AEVEX Aerospace, 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 AEVEX Aerospace, LLC.

2. ADDITIONAL INSURED STATUS

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of AEVEX Aerospace, 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, AEVEX Aerospace, 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 AEVEX Aerospace, 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

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS-MADE POLICIES

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

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

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Work.
- iii. If coverage is canceled or not renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Effective Date, AEVEX Aerospace, LLC
- iv. Must purchase “extended reporting” coverage for a minimum of five years after completion of the Work.

9. VERIFICATION OF COVERAGE

AEVEX Aerospace, 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 AEVEX Aerospace, 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.

Aevex Bunker 1136 1142 draft lease 10.13.25

Final Audit Report

2025-10-21

Created:	2025-10-20
By:	Aric Marriott (amarriott@aevox.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8MZ-cOGYY6pZjErI8MEJ3ZBjw4etW41K

"Aevex Bunker 1136 1142 draft lease 10.13.25" History

-  Document created by Aric Marriott (amarriott@aevox.com)
2025-10-20 - 3:56:20 PM GMT
-  Document emailed to Jeremy Watrous (jwatrous@aevox.com) for signature
2025-10-20 - 3:56:24 PM GMT
-  Email viewed by Jeremy Watrous (jwatrous@aevox.com)
2025-10-21 - 4:46:21 PM GMT
-  Document e-signed by Jeremy Watrous (jwatrous@aevox.com)
Signature Date: 2025-10-21 - 5:03:44 PM GMT - Time Source: server
-  Agreement completed.
2025-10-21 - 5:03:44 PM GMT

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of City of Roswell Police Department to enter into a 5-year lease beginning December 1, 2025, ending November 30, 2030, for Building No. 500 at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by: Michelle Sanchez

City of Roswell Police Department requests to enter into a 5-year lease for Building No. 500, consisting of 23,000 square feet and adjacent area of land consisting of 5 acres, more or less, located at the Roswell Air Center, commencing on December 1, 2025, and ending November 30, 2030.

FINANCIAL CONSIDERATION:

Tenant agrees to pay Landlord as rent the sum of Three Hundred Sixty-Eight thousand dollars and Zero cents (\$368,000.00), payable in 12 monthly installments of \$30,666.67.

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

City of Roswell Police Department 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 Roswell Police Department ("Lessee"). The City and Lessee are collectively referred to herein as "The Parties."

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Building No. 500, consisting of 23,000 square feet, more or less, and adjacent area of land consisting of 5 acres 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 47 Gail Harris Avenue, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for storing ammunition, explosives, and paperwork. 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 December 1, 2025, for 5 years and shall terminate on November 30, 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 Three Hundred Sixty-Eight thousand dollars and Zero cents (\$368,000.00), payable in 12 monthly installments of \$30,666.67. Thereafter, the rent will be adjusted annually by 3 % or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. city Average), whichever is greater. Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee has paid the amount of \$0.00 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". 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.

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 all related operations and activities required for the normal operations of the Roswell Police Department mission. No other uses shall be permitted.

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

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 improvements 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.

6.03 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 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 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 thirty (30) days prior to the date on which the Lessee requests the relinquishment to go into effect. City may condition

relinquishment on any terms it deems reasonable. Upon relinquishment Lessee shall not be entitled to the refund of any rent previously paid.

ARTICLE 12 – ASSIGNMENT

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

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

A. General Liability Insurance

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

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

B. Property Coverage

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

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

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

The above required Liability limits can be a combination of Primary Limits and Excess Liability/Umbrella limits. For example, certificates or policies stating that the insurer shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the

insurer are unacceptable to City. Failure to comply with the insurance specifications in this Lease is a material breach of the Lease. Different types of required insurance may be written in one or more policies.

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

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

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

ARTICLE 18- USE OF THE PREMISES. Security Responsibilities

Of Tenant, Tenant

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

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 withdrawal 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 all related operations and activities required for the normal operations of the Roswell Police Department mission, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be

amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).

- h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminate 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 thirty (30) days' notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of City's intention to cancel the Lease and no proof of receipt of such notice shall be necessary in order for City to enforce the lease cancellation thirty (30) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said thirty (30) day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions or covenants of this Lease, Lessee shall pay the costs incurred by City in litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the 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

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 Leases 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 the day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the Leased Premises for any purpose after the termination or cancellation of this Lease without the prior written consent of City.

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

City of Roswell Police Department
47 Gail Harris Avenue
Roswell, NM 88203

ARTICLE 29 – RULES OF CONSTRUCTION

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

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

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

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

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

For City

By: Timothy Z. Jennings, Mayor

By: Hessel Yntema, City Attorney

For Lessee:

By: Lance Bateman, Chief of Police

Attest:

Amalia Martinez, City Clerk

EXHIBIT A PREMISES



EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

a. City of Roswell Police Department, 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 City of Roswell Police Department, 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 City of Roswell Police Department 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 City of Roswell Police Department 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 City of Roswell Police Department 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 City of Roswell Police Department.

2. ADDITIONAL INSURED STATUS

The City, its council members, officials, officers, employees, agents, and volunteers are to be coverage as additional insured on the CGL policy with respect to liability arising out of the Work performed by or on behalf of City of Roswell Police Department, 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, City of Roswell Police Department 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 City of Roswell Police Department insurance and shall no contribute to it.

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

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

9. VERIFICATION OF COVERAGE

City of Roswell Police Department 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 City of Roswell Police Department obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this 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.

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of City of Roswell Museum Lease to enter into a 5-year lease beginning December 1, 2025, and ending November 30, 2030, for Building No. 1081 at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by: Michelle Sanchez

City of Roswell Museum requests to enter into a 5-year lease of Building No. 1081, consisting of 8,152 feet, more or less, located at the Roswell Air Center, commencing on December 1, 2025, and ending November 30, 2030.

FINANCIAL CONSIDERATION:

Tenant agrees to pay Sixty-One Thousand One Hundred Fourteen dollars and zero cents (\$61,114.00), payable in 12 monthly installments of \$5,095.00.

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

City of Roswell Museum 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 City of Roswell Museum (“Lessee”). The City and Lessee are collectively referred to herein as “The Parties.”

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Building No. 1081, consisting of 8,152 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 72 Earl Cummings Loop West, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for storing ammunition, explosives, and paperwork. 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 December 1, 2025, for 5 years and shall terminate on November 30, 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 Sixty-One Thousand One Hundred Fourteen dollars and zero cents (\$61,114.00), payable in 12 monthly installments of \$5,095.00. Thereafter, the rent will be adjusted annually by 3 % or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. City Average), whichever is greater. Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee has paid the amount of \$0.00 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". 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.

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 storage, office space, and paperwork. No other uses shall be permitted.

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

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 improvements 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.

6.03 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 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 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 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. City may condition

relinquishment on any terms it deems reasonable. Upon relinquishment, Lessee shall not be entitled to the refund of any rent previously paid.

ARTICLE 12 – ASSIGNMENT

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

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

A. General Liability Insurance

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

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

B. Property Coverage

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

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

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

The above required Liability limits can be a combination of Primary Limits and Excess Liability/Umbrella limits. For example, certificates or policies stating that the insurer shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the

insurer are unacceptable to City. Failure to comply with the insurance specifications in this Lease is a material breach of the Lease. Different types of required insurance may be written in one or more policies.

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

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

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

1. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.
 - a. No person may:
 - i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
 - ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
 - iii. Use, allow to be used, or cause to be used, any airport-issued or airport- approved access medium or identification medium that
 - 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

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 storage, office space, and paperwork, together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW).
 - h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations,

laws, and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

- i. Environmental claims.
 - 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

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 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

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

ARTICLE 23 – AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

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

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26 – BANKRUPTCY

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

ARTICLE 27 -- HOLDOVER

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

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

Roswell Museum
PO Box 1838
Roswell, NM 88202

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__.

For City

By: Timothy Z. Jennings, Mayor

By: Hessel Yntema, City Attorney

For Lessee:

By: Caroline Brooks, Museum Director

Attest:

Amalia Martinez, City Clerk

The following items will be taken care of by the Roswell Air Center.

1. HVAC
2. Plumbing
3. Fire system
4. Doors and locks
5. Pre-occupancy initial cleaning

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE:

CONTACT:

CHAIR:

ACTION REQUESTED:

Approval of the Scope of Work for RFP: Prefabricated Modular Hold Room Facility at the Roswell Air Center. (Bobbi Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

The City of Roswell seeks to solicit proposals from qualified vendors to design, deliver, and install a prefabricated modular hold room facility at the Roswell Air Center (ROW). The project is required to meet TSA specifications, ADA standards, and all FAA and airport security regulations, providing a turnkey, fully operational facility ready for immediate use.

The proposed facility will accommodate seating for 120 passengers and include two unisex restrooms with ADA-compliant stalls, carpeted flooring, and a podium-style counter for airline check-in or gate operations. The structure will also include an HVAC system, TSA-approved entry and emergency exit doors, and a CCTV security system integrated with the existing terminal's secure area.

The modular facility must be constructed to connect securely to the existing terminal and comply fully with TSA, FAA, and ADA design and security requirements. Upon completion, the project will expand passenger capacity and ensure continued compliance with federal standards for commercial airline service.

FINANCIAL CONSIDERATION:

Funding is anticipated through available federal and state aviation grant programs.

LEGAL REVIEW:

Contract will be reviewed by Legal upon award.

BOARD AND COMMITTEE ACTION:

The Legal Committee will be the first consideration of this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Scope of Work - Prefabricated Modular Hold Room Facility at the Roswell Air Center

DRAFT SCOPE OF WORK

CITY OF ROSWELL



REQUEST FOR PROPOSALS

RFP: Click or tap here to enter text.

Prefabricated Modular Hold Room Facility – Roswell Air Center (ROW)

RFP Issue Date:

PROPOSAL DUE:

**PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203**

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell is soliciting proposals from qualified vendors to design, deliver, and install a prefabricated modular building to serve as a passenger hold room at the Roswell Air Center. The facility must meet TSA specifications, ADA standards, and be delivered turnkey, fully operational, and ready for immediate use.

BACKGROUND

The Roswell Air Center (ROW) is a commercial service airport certified by the FAA under Part 139 to handle scheduled airline operations. TSA security screening and secure passenger holding areas are required for airline service at the Air Center. To support current and future passenger operations, the City of Roswell requires the addition of a prefabricated modular hold room facility located on the airside of the terminal. The facility must be designed and constructed in full compliance with TSA specifications, ADA standards, and airport security requirements, and delivered as a turnkey, fully operational structure.

SCOPE OF WORK

The proposer shall furnish all labor, materials, equipment, and services necessary to design, deliver, and install a prefabricated modular hold room facility at the Roswell Air Center. The completed facility must be provided as a turnkey project, fully operational and ready for use upon acceptance by the City.

The facility must be designed to accommodate seating for 120 passengers and include two unisex restrooms with two stalls each, constructed to meet all ADA accessibility requirements. Interior finishes shall include carpeted flooring and a podium-style counter for airline check-in or gate operations. A HVAC system to support the size must be included.

Security requirements include the installation of a TSA-approved entry door, an emergency exit, and integration with a secure connection with the existing terminal's secure hold areas. A CCTV system must be installed and fully integrated with the airport's security system. The structure must be connected to the existing terminal secure hold areas in a manner consistent with TSA and FAA specifications. All windows must be glass without the ability to open.

The proposer is responsible for providing all design services, fabrication, delivery, installation, utility connections, inspections, and testing to ensure the facility is fully compliant with TSA, FAA, ADA, and all applicable federal, state, and local building codes. The building must be of sufficient square footage to accommodate all required functions and fit in the designated space available. Proposals shall clearly specify the proposed size of the facility and include layout drawings to demonstrate compliance with these requirements.

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider approval of the award for ITB-26-004: Diagnostic, Service, and Replacement of Heating, Air Conditioning, and Dehumidification Systems at the Aquatic Facility to Advanced Airflow Technology.(Burress)

BACKGROUND:

Initiated by: James Burress

The City of Roswell issued ITB-26-004 to secure a qualified contractor for the diagnostic, maintenance, repair, and replacement of specialized HVAC and dehumidification systems at the Roswell Recreation and Aquatic Center. The facility is equipped with Seresco dehumidification units and Daikin VRV heating and air conditioning systems, which require manufacturer-certified technicians for proper servicing.

The solicitation was publicly advertised. One bid was received from Advanced Airflow Technology, a Roswell-based contractor. The firm met all qualification requirements and is recommended for award.

FINANCIAL CONSIDERATION:

This contract will be issued as an on-call service agreement. Actual expenditures will vary based on service requests and will be funded through the department's operating budget.

LEGAL REVIEW:

Contracts to be reviewed by the Legal Department upon award.

BOARD AND COMMITTEE ACTION:

Finance referred to Legal at their meeting November 6, 2025, voice vote 5-0.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

ITB-26-004 Bid Tabulation



BID TABULATION
ITB No. ITB-26-004
Diagnostic, Service, and Replacement of Aquatic Facility Heating, Air Conditioning, and Dehumidification Systems
SUBMISSION DEADLINE: October 7, 2025, at 2:00 pm

PRICING TABLE - SERVICES & LABOR

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Diagnostic service visit	1	Per Visit	\$170.00	\$170.00
2	Technician labor	1	Per Hour	\$170.00	\$170.00
3	Preventive maintenance service (cleaning, inspection, calibration)	1	Per Visit	\$170.00	\$170.00
4	Refrigerant recharge (R-410A or equivalent)	1	Per Pound	\$65.00	\$65.00
5	Leak detection / nitrogen pressure test	1	Per Test	\$5,000.00	\$5,000.00
6	Crane or special equipment (if required)	1	Per Use/Day	\$1,000.00	\$1,000.00

PRICING TABLE - REPLACEMENT PARTS

Line Item	Description	Unit of Measure	Percentage
1	Replacement parts	% Over Cost	45%

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of J& H Services, Inc., contracted under Cooperative Educational Services (CES) Contract No. 23-08-c3115-All, for the provision and installation of concrete wall barriers and fencing services at the Roswell Air Center. (Omar Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

The scope includes placement at the Air Race entrance, taxiways, grandstands, and Dean Baldwin area per TSA requirements.

FINANCIAL CONSIDERATION:

This will be covered using tourism state funds.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:

Consider recommending approval of J & H, Inc., contracted under Cooperative Educational Services (CES) Contract No. 2023-08-C3115-ALL, for the provision and installation of concrete wall barriers and fencing services at the Roswell Air Center.

Attachments

Est 2852 CES Roswell Airfield Fencing 11.07.25

J & H Services, Inc.
 6616 Gulton Ct NE, STE 90
 Albuquerque, NM 87109

Estimate	
Date	Estimate #
11/7/2025	2852

Name / Address
CES PO Box 81045 Albuquerque, NM 87198

Expires	Project
12/6/2025	Roswell Airfield Temp Barrier

Item	Description	Qty	Price	Total
	CES Contract Number: 2023-08-C3115-ALL			
1000 Construction...	20-ft temporary concrete wall barrier; 87 ea	87	1,600.00	139,200.00T
1000 Construction...	Used Temp Fencing with stands and weights; 3393 lf	3,393	18.00	61,074.00T
1000 Construction...	Set up and Take Down of Temp Fencing; 3393 lf	3,393	17.00	57,681.00T
1000 Construction...	Bond Fee; 1 ea	1	3,850.00	3,850.00T
	REVISED TAX RATE			

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Subtotal \$261,805.00

Sales Tax (8.2708%) \$21,653.37

Total \$283,458.37

Phone #	Fax #	E-mail
5058969428	505-896-9429	holly@jhservicesinc.com

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of RFP-26-002 Professional Legal Services for Special PFAS Litigation Counsel to NM Local Government Law, LLC. (Hess Yntema)

BACKGROUND:

Initiated by: Hess Yntema

The City of Roswell issued RFP-26-002 seeking proposals from qualified law firms to provide professional legal services as Special PFAS Litigation Counsel. The selected firm will assist the City in pursuing legal remedies and recovering costs associated with PFAS an AFFF contamination affecting the City's drinking water and wastewater systems.

Three proposals were received and evaluated by the City's Evaluation Committee in accordance with the RFP criteria.

Final scores were as follows:

* NM Local Government Law, LLC -- 87.12

* Nachawati Law Group -- 78.67

* Stag Liuzza, LLC -- 74.88

Based on qualifications, municipal experience, and understanding of PFAS litigation, the Evaluation Committee recommends award to NM Local Government Law, LLC as the most advantageous proposer for the City.

FINANCIAL CONSIDERATION:

There is no upfront financial cost to the City. Legal fees will be contingent upon successful recovery of funds through litigation or settlement. The firm will be compensated only if the City receives financial recovery.

LEGAL REVIEW:

Contracts will be reviewed by legal upon award.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

RFP-26-002 PFAS

Award Recommendation Report

Award Recommendation for RFP-26-002 Professional Legal Services for Special PFAS Litigation Counsel

The City of Roswell issued RFP-26-002 seeking proposals from qualified law firms to provide professional legal services as Special PFAS Litigation Counsel. The selected firm will assist the City in pursuing legal remedies and recovering costs associated with PFAS and AFFF contamination affecting the City's drinking water and wastewater systems. The scope of services includes legal analysis, claim development, litigation support, mediation or arbitration assistance, and coordination with City officials.

Summary of Proposals Received:

Three (3) proposals were received from:

- Nachawati Law Group / Henninghausen Olsen & McCrea
- NM Local Government Law, LLC
- Stag Liuzza, LLC

Evaluation Summary:

All proposals were reviewed and scored by the Evaluation Committee in accordance with the evaluation criteria established in the RFP. The final scores were as follows:

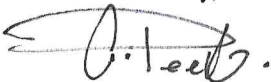
NM Local Government Law, LLC: 87.12

Nachawati Law Group: 78.67

Stag Liuzza, LLC: 74.88

After reviewing all proposals, the Evaluation Committee determined that **NM Local Government Law, LLC** submitted the most advantageous proposal. Their experience working with New Mexico municipalities, demonstrated understanding of PFAS litigation, and overall qualifications best align with the needs of the City.

Sincerely,



Arely Peek
Purchasing Agent

Legal Committee

Meeting Date: 11/18/2025

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Ed Heldenbrand

ACTION REQUESTED:

Consider recommending approval of the Drought Contingency Plan 2025. (Chantel Longway)

BACKGROUND:

Initiated by: Chantel Longway

The Roswell Drought Contingency Plan is to provide the City of Roswell with an updated approach to address drought as well as support and promote water conservation to protect the population, cultural and natural resources through:

- a) synthesizing previous drought plan efforts and streamlining the content;
- b) making strategic adjustments to the previous conservation efforts; and
- c) laying a foundation for future collaborative improvements.

FINANCIAL CONSIDERATION:

No financial impact.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

Legal Committee will be first to consider this item.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

Final Drought Plan

Drought Contingency Plan 2025

Prepared by the City of Roswell



TABLE OF CONTENTS

I. EXECUTIVE SUMMARY.....	3
II. HISTORY AND PURPOSE.....	6
Summaries of Executive Orders Related to Drought.....	7
Term of Governor Gary Johnson (1995-2002).....	8
Term of Governor Bill Richardson (2003-2010).....	9
Term of Governor Susana Martinez (2011-2019).....	9
Term of Governor Michelle Lujan (2019-Present).....	9
Drought in Roswell, NM.....	9
Purpose of the City of Roswell Drought Plan.....	10
Value of Drought Planning.....	11
III. DEFINITION OF DROUGHT.....	11
Definitions of Drought.....	12
IV. OPERATIONAL FRAMEWORK.....	12
City of Roswell’s City Counsel.....	13
Utility Director.....	13
Drought Task Force.....	13
Drought Related Funding.....	15
V. COORDINATED DROUGHT MONITORING.....	15
VI. IMPACT AND VULNERABILITY ASSESSMENT.....	17
VII. TRIGGERS AND RESPONSE.....	18
Triggers.....	19
Notification.....	21
Mitigation.....	22
VIII. ENFORCEMENT RESPONSE ACTIONS.....	23
IX. DROUGHT PLAN UPDATE PROCESS.....	23
X. FUTURE WORK.....	23

Water Conservation.....	23
Performance Measures.....	24
XI. REFERENCES.....	24
XII. APPENDICES.....	25

DRAFT

LIST OF ABBREVIATIONS

BOR	Bureau of Reclamation
DRAP	Drought Response Action Plan
DCTF	Drought Task Force
ERP	Emergency Response Plan
GPCD	Gallons Per Capita Per Day
M	Mitigation
NDMC	National Drought Mitigation Center
NOAA	National Oceanic and Atmospheric Administration
NM	New Mexico
OMP	Operation and Maintenance Plan
PMDI	Palmer Drought Severity Index
PWS	Public Water Systems
RCC	Roswell City Council
RDCP	Roswell Drought Contingency Plan
USDM	U.S. Drought Monitor
USDA	U.S. Department of Agriculture
WCS	Water Conservation Specialist

I. EXECUTIVE SUMMARY (Quoted text from *New Mexico Drought Plan: 2018* p 1)

“Drought is a common occurrence and has had acute impacts on New Mexico communities, industry, agriculture, and ecosystems.” Developing a “drought response system that is adaptive to changing needs and conditions and is capable of being continually upgraded and enhanced through the incorporation of new information” is essential to the sustainability of the community. “The plan specifies that subsequent updates should be made every five years or as warrant.”

The purpose of the Roswell Drought Contingency Plan is as follows:

- To conserve the available water supply
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions
- To maintain and protect fresh water sources

“The Operational Framework (Section IV) develops a decision support system and communication plan by defining the organizational structure, roles, and individuals responsible for implementing the Drought Contingency Plan. The Drought Contingency Task Force (DCTF) is reaffirmed as the sole official point of contact between the drought plan development and implementation process and the Roswell City Council (RCC).”

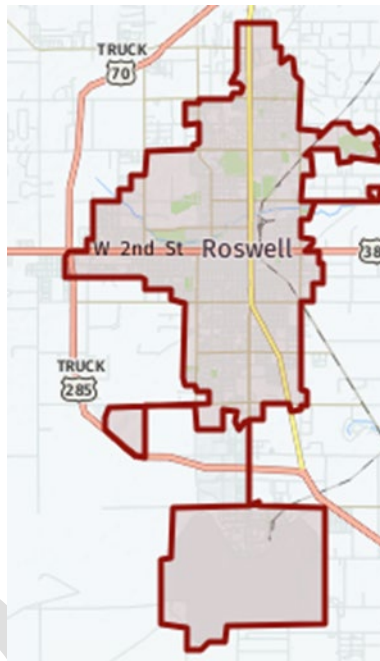
The Operational Framework (Section IV) develops a decision support system and communication plan by defining the organizational structure, roles, and individuals responsible for implementing the Drought Contingency Plan. The Drought Task Force (DCTF) is reaffirmed as the sole official point of contact between the drought plan development and implementation process and the RCC.

The plan coincides and is consistent with the framework and drought stages established in the New Mexico Drought Plan: 2018. “The three drought stages are: Drought Watch Stage, Emergency Drought Stage, and Exceptional Drought Stage. These triggers will be constantly evaluated based on the analysis of current drought conditions.

“Section VIII title describes recommended mitigation actions for drought impacts within the Roswell Municipal use of water. (Section XI) -Future Work, discusses steps and strategies that can be explored to further refine (the City of Roswell’s) drought response system. These include communication and collaboration with stakeholders, improvements to impact and vulnerability assessments, and evaluating/developing additional data for use as drought triggers.”

The City of Roswell, located in Chaves County, New Mexico, provides water and wastewater services to approximately 48,422 residents within Roswell and the surrounding county shown in **Figure 1**. The area is entirely reliant on groundwater and has experienced multi-year drought

conditions. At the time of adoption of this plan, Roswell has experienced exceptional drought conditions since 2018-2024. This has resulted in a slight increased in groundwater pumping. Roswell will use the Roswell Drought Contingency Plan (RDCP) to increase water reliability and improve water management through conservation, expanded technologies, and improved modeling capabilities. This planning effort will work in tandem with Roswell's 2021 Water Conservation Plan.



City Limits, Highway, Figure 1

II. HISTORY AND PURPOSE (Quoted text from *New Mexico Drought Plan: 2018* p 2)

"Drought is a common occurrence in New Mexico, having impacted the Land of Enchantment since prehistoric times. During the more recent historical period, drought has had particularly acute impacts during the years 1900-1910, 1932-1937, 1945-1956, 1974-1977, 2002-2004, and 2011-2013 shown in **Figure 2** (Palmer Drought Index). Since 1998, New Mexico governors have issued seven emergency drought declarations in the form of executive orders. Drawing on work done by various state agencies and other southwestern states, the first New Mexico Drought Plan was introduced and implemented in 2002. Since then, the state drought plan has been updated five times in conjunction with drought declarations. On July 11, 2018, Governor Susana Martinez signed Executive Order 2018-031, ordering another update of the existing (New Mexico Drought Plan). The New Mexico Drought Task Force met on September 24, 2018, and approved an expedited process to update the drought plan."

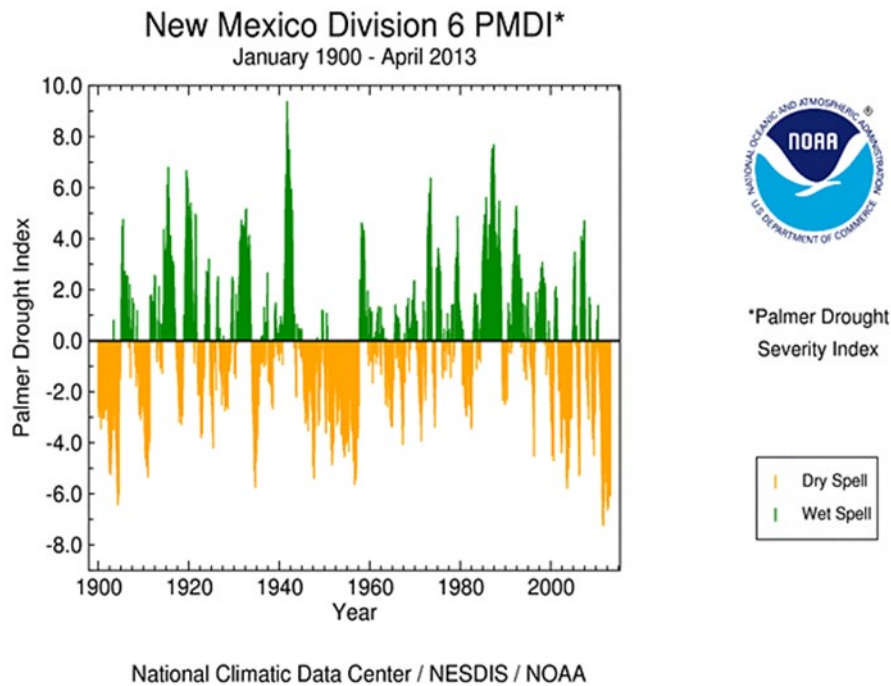


Figure 2

Summaries of Executive Orders Related to Drought (Excerpts in quotes from *New Mexico Drought Plan: 2018* pages 3-4)

“Term of Governor Gary Johnson (1995-2002)

Executive Order 1998-041

In October 1998, Governor Gary Johnson directed New Mexico to create a drought plan. The Governor described the behavior of drought in New Mexico as normal and periodic, triggering natural disturbances that negatively impact agricultural production and quality of the land, air, biomass, and water. These issues are difficult to respond to as drought evolves slowly, which presents challenges for efficient response.

This Order declared New Mexico to be in a state of drought whenever the continuation of rising temperatures and decreasing amounts of precipitation and snowpack prolong the dry conditions and harm surface water availability. The DTF was established to review and edit the drought plan that had been drafted by the New Mexico Office of the State Engineer (NMOSE). State agencies were directed to identify specific vulnerabilities within their jurisdictions to provide mitigation strategies to the DTF. Agencies were also asked to make recommendations to the Governor on how to respond efficiently to drought. Governor Johnson encouraged

individuals to identify drought vulnerabilities within their communities and take conservation actions when possible.

Executive Order 2002-019

In April 2002, an Executive Order was issued by Governor Johnson in response to a drought that intensified during the dry winter of 2001-2002. At that time, reservoirs were at their lowest points in two decades, and the snowmelt runoff forecast was one of the five lowest in the previous five decades. Drought conditions were expected to worsen, increasing fire danger and reducing stream runoff levels, potentially impacting compliance with the Endangered Species Act (ESA) and interstate compact deliveries.

Term of Governor Bill Richardson (2003-2010)

Executive Order 2003-019

In May 2003, Governor Bill Richardson declared an emergency drought condition for the state. Per Executive Order 2003-019, the extremely dry winters during the preceding seven years contributed to altered ecological regimes in which snowpack, runoff, streamflow, reservoir storage, and soil moisture were at their lowest levels since 1978.

The Order stated that the restoration of surface and subsurface flow to streams and reservoirs would take years of high precipitation. The Order outlined the purpose, tasks, and membership of the DTF. Additionally, the Order identified the need for funding assistance to alleviate the deterioration of natural resources and environmental conditions, and stated that the funds would be released by the Office of the Governor upon the recommendation of the DTF.

The Order directed the DTF to continuously examine and monitor statewide drought conditions and recommend appropriate response measures to be implemented to mitigate drought impacts. The DTF was chaired by the State Engineer and included cabinet secretaries from various state agencies.

Executive Order 2006-012

In March 2006, Governor Richardson once again declared a state of drought emergency in New Mexico, and directed state agencies to implement water-savings strategies and begin preparations to assist in drought relief efforts across the state. The Governor instructed the DTF to prepare recommendations on additional water conservation and drought mitigation strategies that could be implemented. He also ordered all executive branches of state government to apply for emergency funds to carry out the existing drought plan.

Executive Order 2009-025

In June 2009, Governor Richardson issued a disaster declaration for the state due to drought. The Order directed the New Mexico Department of Finance and Administration (NMDFA) to make emergency financial resources available, the New Mexico Department of Homeland

Security and Emergency Management (NMDHSEM) to coordinate all drought responses and requests for assistance, and the New Mexico National Guard to provide military support to civil authorities as needed.

Term of Governor Susana Martinez (2011-Present)

Executive Order 2012-006

In May 2012, Governor Martinez declared New Mexico to be in an emergency state of drought and called for additional resources for mitigation due to its severity. This drought was compared to those of 1955 and 2011, then the driest years on record. The DTF was directed to continue to convene quarterly for two years to assess the impacts of drought severity on the state's resources and economy, and make recommendations to the governor of intermediate actions and long-term mitigation strategies that could help stabilize environmental and economic conditions. The Governor also ordered a review of the existing drought plan, and revision as necessary.

Executive Order 2018-031

In July 2018, Governor Martinez ordered the DTF to review and revise the drought plan with a focus on drought planning, mitigation, and response. Executive Order 2018-031 stated that as of July 11, 2018, New Mexico had received less than half of the average precipitation for the water year, resulting in record low snowpack and spring runoff. Drought impacts are described as being beyond the response capability of local communities."

Term of Governor Michelle Grisham (2019-Present)

Executive order 2025-210

New Mexico Governor Michelle Lujan Grisham has issued Executive Order 2025-210, declaring a drought and severe fire conditions emergency, directing the Drought Task Force to coordinate state agencies for water conservation, recommend actions, and find funding to address critical water shortages, low reservoir levels, and wildfire risk, urging local governments to implement restrictions and fire bans as part of a larger effort outlined in the state's long-term water plan.

Drought in the City of Roswell, NM

The City of Roswell serves a community of approximately 48,422 people. The City of Roswell Utilities Department serves an area of approximately 29.9 square miles. The system serves at total of 20,347 accounts, of which 18,049 are residential connections and 2,298 are commercial connections. The COR system is supplied by 24 wells used for domestic demands and 11 wells available for providing irrigation water to the golf course and some park lands. The city also owns several farms that are leased for agricultural purposes. The municipal wells can provide between 800 and 2650 gpm according to current well statistics

Roswell's Drought Contingency Task Force (DCTF) was created on May 12, 2023 and held its first meeting on May 18, 2023.

Purpose of the Roswell Drought Contingency Plan (Based on the *New Mexico Drought Plan: 2018* p 1)

The purpose of this document, *Roswell Drought Contingency Plan: 2025* (RDCP), is to provide the City of Roswell with an updated approach to address drought as well as support and promote water conservation to protect the population, cultural and natural resources through: a) synthesizing previous drought plan efforts and streamlining the content; b) making strategic adjustments to the previous conservation efforts; and c) laying a foundation for future collaborative improvements. To accomplish these objectives the RDCP:

- defines an updated drought operational framework to be followed in addressing drought and drought-related activities (Section IV)
- explains monitoring activities to identify drought status and triggers for the different stages of drought (Section V)
- describes impact and vulnerability assessment (Section VI)
- outlines the responses to drought based on triggers and impact conditions, identifies long- and short-term mitigation activities that can be implemented to cope with drought and to minimize the impacts of future droughts (Section VII)
- identifies actions that can be taken during a drought including communication with the public (Section VIII)
- acts as a catalyst for the creation and implementation of local drought planning and response efforts, including the drought plan update process (Section IX)
- includes a future work section describing potential work that is outside of the scope of this plan (Section X)

In designing the content of the RDCP, every effort was made to use existing partnerships and the input of various stakeholders from local entities to provide feedback on the effectiveness of planned or implemented responses and mitigation measures.

The RDCP is intended to complement the ongoing water resource planning efforts of Strategic Water Supply Program. The Strategic Water Supply Program Guidelines and the New Mexico Water Plan clearly identify drought planning as an important item of discussion in any water planning effort. It is anticipated that the measures and actions outlined in the RDCP will be incorporated into existing and future water planning efforts.

Summaries and web links have been used to streamline the contents of the plan. To allow access to The RDCP by the largest possible audience without the need for high document publication costs, the entire online document has been uploaded to the City of Roswell's website. In addition to hosting the RDCP, the website includes links to current drought conditions and updates by the Drought Monitoring Work Group (DMWG).

The RDCP should be considered a living document to which continual review, evaluation, and revision must be made to enhance successes, failures, and changes.

Value of Drought Planning (Quoted text from *New Mexico Drought Plan: 2018* pages 5 & 6)

“Drought planning develops an integrated drought response system identifying vulnerabilities, impacts, and responses. Documenting initiatives and programs in a drought plan can improve the potential to obtain public financing and public participation.

In 1998, New Mexico initiated planning efforts to be more proactive and anticipate drought impacts. Those efforts resulted in a comprehensive drought plan that addresses drought response and potential vulnerabilities in advance of drought.

New Mexico drought impacts can be severe and recovery can be challenging. Historically impacts have included:

- early and severe wildfire seasons
- adverse effects on agriculture
- loss of tourism resulting from reduced snowpack, streamflow’s, and recreational opportunities
- low reservoir levels
- shortages in municipal water supplies
- reduce rangeland and forest health
- potential health problems for humans
- other meteorological, agricultural, hydrological, socioeconomic, and ecological consequences

This plan benefits drought assessment and response efforts in the city by developing an adaptive organizational infrastructure that improves systems monitoring as needs and impacts change, supporting collaboration among stakeholders, and integrating these efforts with policy experts and decision-makers. These components are further described in the subsequent sections.”

III. DEFINITION OF DROUGHT (Quoted text from *New Mexico Drought Plan: 2018* pages 6 & 7)

“Drought is a normal characteristic of the climate in New Mexico, and unlike most natural disasters, occurs slowly and persistently. Due to this phenomenon, government response to drought has typically been slow and fragmented, with little focus on preparedness and mitigation.

Drought is a complex time-dependent physical process that can adversely impact regions on both the macro and micro scales. Drought is difficult to define succinctly, and there is no universally accepted definition. Drought has the following characteristics:

- unlike floods and other natural disasters, it is not a discrete event
- it is often the result of many complex factors, and may not have a well-defined beginning or end, and
- its impacts vary by geographic location and/or economic sector, making the definition of drought specific to each affected group or location.

Definitions of Drought

The most commonly used drought definitions are based on meteorological, agricultural, hydrological, socioeconomic, and ecological impacts.

Meteorological

Meteorological drought is a period of substantially reduced precipitation. It is commonly defined as an interval of time, generally on the order of months or years, during which the actual moisture supply at a given place consistently falls below the climatic average moisture supply.

Agricultural

Agricultural drought occurs when there is inadequate soil moisture to meet the needs of a particular crop at a particular time. Agricultural drought commonly occurs after or during meteorological drought, but before hydrological drought. Agricultural drought can also adversely impact livestock and other dry-land agricultural operations.

Hydrological

Hydrological drought occurs when there are deficiencies in surface and subsurface water supplies. It is measured as reduced streamflow, snowpack, reservoir, and groundwater levels. A delay usually occurs between the lack of precipitation and later deficits observed in water measurements. Due to this, hydrological response tends to lag behind other drought indicators.

Socioeconomic

Socioeconomic drought occurs when physical water shortages affect the health, well-being, and quality of life of people, or when the water shortages adversely impact economic activity.

Ecological

Ecological drought occurs when there is a prolonged and widespread deficit in naturally available water supplies, creating stresses across ecosystems.”

IV. OPERATIONAL FRAMEWORK (Quoted text from *New Mexico Drought Plan: 2018* p 7)

“This section documents the operational framework of the RDCP. It designates the individuals tasked with implementing the plan and includes steps to communicate the drought response actions to the public.

The operational framework, based on National Drought Mitigation Center (NDMC) planning guidelines, outlines the organizational structures and membership necessary to carry out the various aspects of the drought plan including:

- conducting drought monitoring
- developing an adaptive drought response system
- initiating mitigation actions
- updating the drought plan”
- Encourage water conservation

City of Roswell’s City Council (Text based on *New Mexico Drought Plan: 2018 p 9*)

The City of Roswell’s City Council (RCC) calls upon the DCTF to provide drought updates and recommendations as needed. The RCC has the final authority in declaring drought emergencies. The DCFT shall, as needed, update Roswell City Council on drought conditions, status, and recommended actions.

Utility Director (Text based on *New Mexico Drought Plan: 2018 p 9*)

The Utility Director or their designee will be the centralized point of contact for drought planning, coordination, and response efforts in the City. The primary role of the Utility Director will be to facilitate information sharing to RCC and the general public. This position will have the following responsibilities:

- provide regular updates to the DCTF
- serve as a community liaison and information facilitator
- facilitate agency work groups and other community partnerships
- establish priorities and meeting schedules for the DCTF
- engage with agencies and community drought groups to compile impacts and actions as needed
- maintain RDCP continuity by serving as the point of contact for plan activity and updates

Drought Contingency Task Force (Quoted text from *New Mexico Drought Plan: 2018 p 9*)

“The DCTF oversees the implementation of drought-preparedness activities in the City of Roswell. Additionally, the DCTF plays major roles in intergovernmental drought preparedness, response coordination, agency collaboration, and media information releases. The DCTF is the singular official channel to the (RCC) for drought plan activities in the city. The DCTF has

submitted reports that review current and ongoing drought mitigation activities. This plan maintains the DCTF's roles, and schedules future meetings based on drought severity as needed within the city."

The Drought Task Force (DCTF) maintains, updates, and communicates the drought plan to support the planning process. The DCTF will work with the Utility Director to summarize impact assessments from various agencies, compile lists of drought impact specific to each agency, communicate drought plan activities to different audiences, and conduct other activities as directed. The DCTF meets as needed in response to elevated drought stages and to address specific issues that require targeted action

DCTF Members in 2023

Judy Stubbs	Residential Customer
Thomas E Jennings	Residential Customer
Rose Duran	Commercial Customer
Cameron Grimm	Commercial Customer
Aron Balok	Pecos Valley Artesian Conservancy District
Sean Benedict	Roswell Independent School District
Jonathan McGary	Supervising Ranger, Bottomless Lakes State Park (Ex Officio Member)
Cristina Arnold	City Councilor
Chantel Longway	Water Conservation Specialist (Staff Liaison)

DCTF Member in 2024 and Final

Judy Stubbs	Residential Customer
Thomas E Jennings	Residential Customer
Todd DeKay	Commercial Customer (Vacant as of August of 2025)
Nathan Cobb	Commercial Customer
Aron Balok	Pecos Valley Artesian Conservancy District
Sean Benedict	Roswell Independent School District
Jonathan McGary	Supervising Ranger, Bottomless Lakes State Park (Ex Officio Member)
Darrell Johnson	City Councilor
Chantel Longway	Meter Reader Supervisor (Staff Liaison)

Merideth Hildreth AICP Planning & Zoning Administrator (Staff in Advisory Capacity)

Drought Related Funding

A number of drought-related funding sources exist including, but not limited to:

- City of Roswell
- Bureau of Reclamation (BOR)

V. COORDINATED DROUGHT MONITORING (Quoted text from *New Mexico Drought Plan: 2018* p 12 - 14)

“Drought monitoring, assessing current conditions, and predicting future drought development are key to implementing and updating the (RDCP). The U.S. Drought Monitor (USDM) is used by the (DCTF) to monitor drought in the city. The USDM analyzes and maps current drought conditions using five drought intensity categories. It is produced weekly through the joint efforts of the National Drought Mitigation Center (NDMC), the National Oceanic and Atmospheric Administration (NOAA), and the U.S. Department of Agriculture (USDA).”

In the City of Roswell, the Utility Director and or their designees shall review current drought conditions on as needed basis (**Figure V.1 and V.2**). The Utility Director and or their designees shall also track rainfall and snow amounts using local weather stations, to predict such water accumulation in the aquifers.

U.S. Drought Monitor: New Mexico

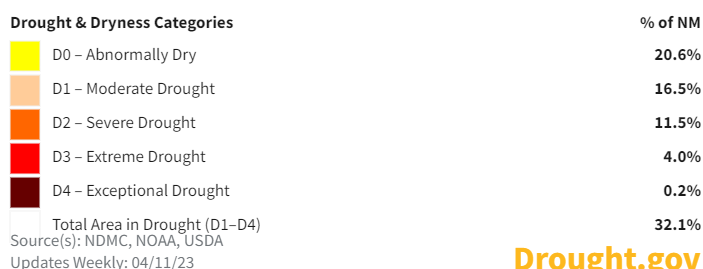
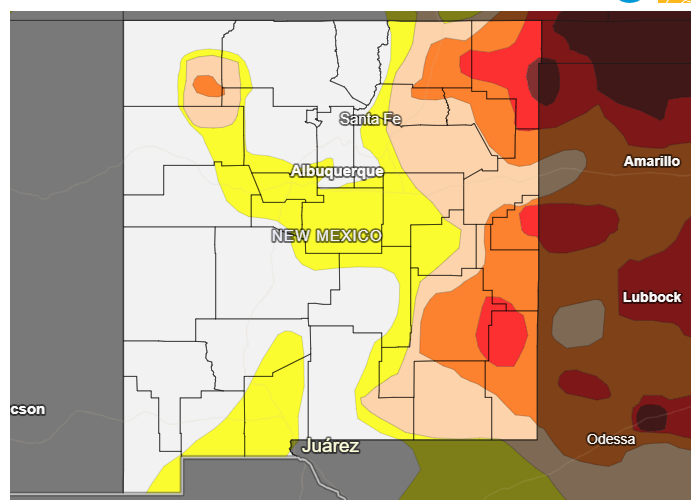


Figure V.1

(Source - New Mexico Drought Plan: 2018 p 13)

Week	Date	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	4/25/2023	0	100	87.87	58.05	8.58	0
Last Week	4/18/2023	0	100	87.87	58.05	8.58	0
3 Months Ago	1/24/2023	0	100	93.84	58.17	8.58	0
Start of Calendar Year	12/27/2022	0	100	84.8	58.17	8.58	0
Start of Water Year	9/27/2022	0	100	100	61.97	9.63	0
One Year Ago	4/26/2022	0	100	100	100	94.16	58.25

Figure V.2

“A network of data gathering sites, operated by various state and federal agencies, provide the most current climate, streamflow, and reservoir information for review by the Utility Director and or their designees. Data from water levels are reviewed as either raw data or more refined indicators of drought-related conditions. Any changes to the current city drought classifications are then recommended to the RCC. The USDM is an analysis of drought conditions and does not include any forecast information.”

The City of Roswell purchased and installed three well monitors throughout the city. Below is a graph showing the observed water level of Well 18 over time (Figure V.3).

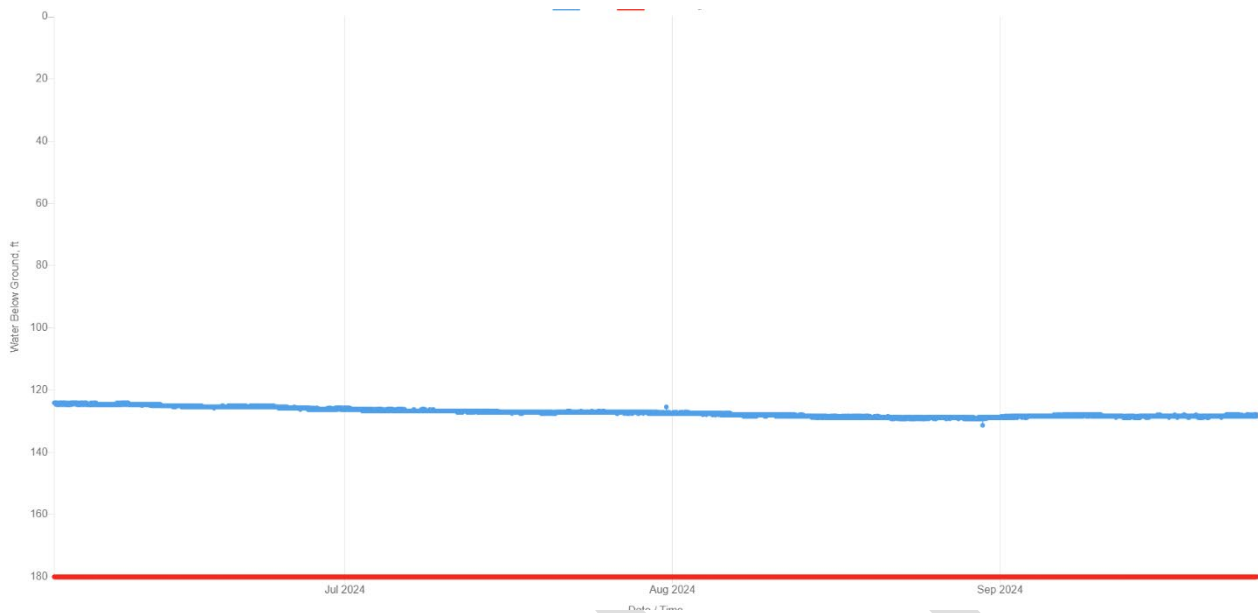


Figure V.3

To further understand the effect of drought on the city of Roswell Municipal well field, the DCTF through an RFP process, contracted Daniel B Stevens and Associates (DBS&A) of Albuquerque, NM to provide a hydrogeologic assessment. DBS&A produced a technical memorandum (memo) dated October 13, 2025 *Impacts of Drought on City of Roswell Groundwater Water Levels and Pumping* which is attached in appendix A.

VI. IMPACT AND VULNERABILITY ASSESSMENT (Quoted text from New Mexico Drought Plan: 2018 pages 14-15)

“Vulnerabilities are increased susceptibilities to drought impacts, and are understood by identifying and assessing impacts (UNCCD, 2016). Drought impacts are the consequences of physical drought, including but not limited to crop yield losses, reservoir depletions, and loss of vegetation in rangelands.

The first step in assessing vulnerability is an identification of the impact, which is a measure of the effects that have already occurred. The assessment of vulnerability determines the structure of underlying systems and identifies how the systems will be impacted by drought. Impact and vulnerability assessments provide the basis for drought response and mitigation planning.”

The DCTF identified the following potential vulnerabilities for the City of Roswell:

- Drought contributes to lower water table level that can impact the agricultural economy surrounding Roswell.
- Drought stress the urban forest causing distressed trees to die or become diseased throughout the municipal area. A distressed urban forest has an aesthetic and an economic impact. Mature trees store carbon and provide shade thereby reducing the

heat island affect in urban environments. Removal of mature tree canopy increases heat captured and released in the urban environment and therefore increases ambient temperature.

- Increased fire risk due to accumulation of dry grass, weeds, and vegetation, possibly enhanced by dead and/or dying trees, which presents a danger to residence.
- Increased risk of negative wildlife encounters in the city due to lack of forage.
- Excess stress on athletic facilities, parks, school grounds, and private facilities, resulting in economic loss and reduced opportunity for children and adults to exercise and compete.
- Disadvantageous to the local economy in competition for tourist dollars, new move-ins, and economic development.
- The overall rising temperatures in this area contribute to public and animal health and well-being concerns such as dehydration. With record-breaking high nighttime temperatures, houses and bodies are unable to cool off at night. Source: Duke University Nicholas Institute for Energy, Environment & Sustainability (Heat Policy Innovation Hub).
- Drought conditions contribute to habitat degradation and loss for fish and wildlife. Roswell is surrounded by state and federal public lands which harbor threatened and endangered species.
- Increased expenditures for energy and air conditioning across the board for public and private entities and potential impacts to the energy grid.
- Increased use of water to produce energy for cooling. In 2012, The Department of Energy has initiated policy and established a Water-Energy Tech Team that published *The Water-Energy Nexus: Challenges and Opportunities*. Source: 2014 U.S. Department of Energy The Water-Energy Nexus: Challenges and Opportunities Overview and Summary.

The DBS&A Memo identified the following conclusions for the City of Roswell:

- A one-unit decrease in Palmer Drought Severity Index (PDSI) corresponds to a decline of approximately 0.45 feet in groundwater elevation in the following month.
- The aquifer at Well #18 has an estimated saturated thickness of about 539 feet, and the predicted decline during a severe drought (PDSI -4) of 1.35 feet represents less than one percent of the aquifer saturated thickness.
- Statistical analysis indicates an increase of City pumping of about 576 acre-feet per year due to a 3-point drop in PDSI, which represents a change from normal drought to severe drought. This increase in pumping is about 4.5 percent of the recent average annual City pumping amount of 12,672 acre-feet per year.

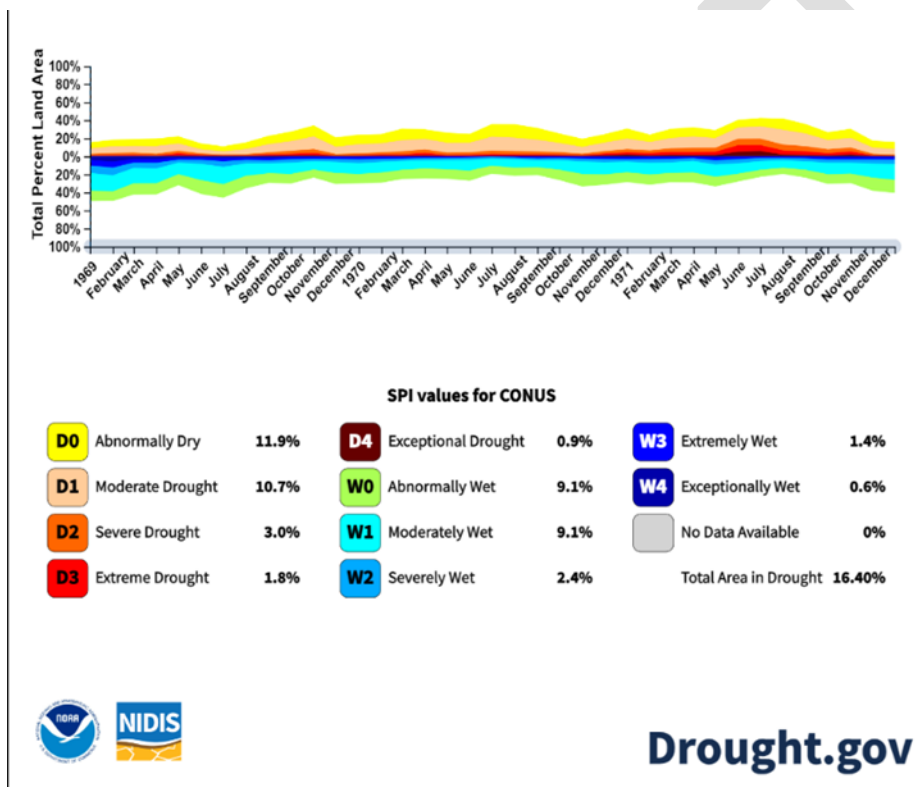
VII. TRIGGERS AND RESPONSE (Text based on *New Mexico Drought Plan: 2018* pages 16 & 17)

Triggers

The city of Roswell will use three drought phases: Drought Watch Stage, Emergency Drought Stage, and Exceptional Drought Stage. The city of Roswell will use a combination of Well Monitors via the Pecos Valley Artesian Conservancy District, Roswell Well Bubblers and the U.S Drought Monitor (PDSI).

Figure VII.1, the USDM graph shows the drought conditions in New Mexico from 1969 to 1971, which was part of the 1931-1979 major drought in New Mexico that occurred in intervals throughout the years.

Figure VII.1



The triggers and restrictions are shown in **Figure VII.2**.

Figure VII.2 Three Triggers for Drought Response

(Framework for Table information based on *New Mexico Drought Plan: 2018* p 17)

Pre-Drought	Initiation	Pre-Stage D0-D1 is the continued observation of drought and water conscious and promote water saving activities.
	Conditions	These are steps the city of Roswell's water supply is taking to help ensure the continued stability of our water resources.

	Termination	This stage is not entered into or out of; instead, it is a constant reminder to remain vigilant about water usage and conduct public education and water conservation activities.
	Restrictions	Enforce the rules and restrictions in current City of Roswell Municipal Code.

Drought Watch	Initiation	D2 drought severity via the U.S Drought Monitor
	Conditions	Ask all Roswell Water users to reduce consumption through voluntary measures described in this stage.
	Termination	When drought severity is below D2, the City of Roswell will return into the Pre-Drought Stage.
	Restrictions	Target: Minimize the increased drought stage pumping. Water Utility Measures: • Increase public education and outreach regarding water use reduction • Reduce water consumption at all city facilities. Voluntary Water Use Restrictions: • Encourage customers to reduce water consumption

Emergency Drought	Initiation	D3 drought severity via the U.S Drought Monitor
	Conditions	Ask all Roswell Water users to reduce consumption through voluntary measures described in this stage.
	Termination	When drought severity is below D3, the City of Roswell will return into the Drought Watch Stage.
	Restrictions	Target: Minimize the increased drought stage pumping. Water Utility Measures: • Increase public education and outreach regarding water use reduction • Decrease routine line flushing and testing • Decrease routine fire hydrant flushing and testing Voluntary Water Use Restrictions: • Request all Industrial, Commercial, and Institutional customers reduce consumption

Exceptional Drought	Initiation	D4 drought severity via the U.S Drought Monitor
	Conditions	Ask all Roswell Water users to reduce consumption through voluntary measures described in this stage.

	Termination	When drought severity is below D4, the City of Roswell will return into the Emergency Drought.
	Restrictions	Target: Minimize the increased drought stage pumping. Voluntary Water Use Restrictions: • Increase targeted outreach to high consumption customers to urge water use reduction • Encourage no outside watering between 10 am – 6 pm during the summer (April 1 to August 31st) for all customers. • Increase code enforcement of Waste of Water Municipal City Ordinance.

The City of Roswell may declare the drought stage, upon being notified of conditions from the Utility Director of their designee. After such declaration, the conditions will continue to be monitored weekly to ensure descending into the lowest drought stage in an efficient and quick manner. The Mayor may declare an emergency, implement a drought stage, or enhance any drought stage restrictions, after which the RCC shall met within five days to vote on the matter.

Legal Review

Notification

Notification of the Public:

The Public Affairs Office or designee shall notify the public with voluntary actions requested according to given drought stages by using any combination of the following:

- public service announcements
- social media announcements
- news media (online/print)
- digital public service messages on public and private digital billboards, digital signs, and electronic message centers
- Continuous bill inserts showing the current water restriction until the water system is at a Pre-Drought Stage condition.
- Customer notification via mail and/or email

This notification shall take place within forty-eight (48) hours. This will allow customers to be informed of the drought stage via a broad range of notification systems. The notifications will be made in English and Spanish to ensure to notification for the mass majority in Roswell, NM.

Additional Notification:

The Utilities Director or designee shall directly notify the following individuals and entities:

- City Manager
- Mayor

- City and/or County Emergency Management Coordinator(s)
- Wholesale Customers
- Critical water users, i.e. hospitals
- Parks/street superintendents & public facilities managers

This notification shall take place within twenty-four (24) hours. This will allow customers to be informed of the drought stage via a broad range of notification systems.

Mitigation (Quoted text from *New Mexico Drought Plan: 2018* pages 20)

“In addition to planning for triggering emergency responses, mitigation planning helps communities and agencies proactively prepare for the next drought. For example, a mitigation strategy for the City of Roswell would be enhancing supply through aquifer recharge. Other mitigation strategy examples include demand management through reducing losses, reducing use, and employing economic incentives. The goal of mitigation planning is often defined as supporting communities to become resilient in the face of drought by reducing vulnerabilities to impacts in the underlying social, economic, and environmental systems. (Wilhite et al., 2014).”

The overall mitigation actions for drought management in Roswell are as follows:

Turf Management Education

Water Step Cost Education and Evaluation of a Person Using More than Average

Reduce Water Use

Turf Removal Education

Abstract of Water Rights

Outreach education on water and energy conservation through a coordinated public information and public service announcement communication guide and policy

Hold local and regional water conservation summits

Replace failing infrastructure

Encourage water reuse and recycling with water harvesting

Hold Fix a Leak Weeks (EPA)

Hold my water pledge in April annually (Awareness)

Plan for, design, and fund water reclamation infrastructure such as “purple pipe” technologies to water public, institutional, and private vegetation, turf, golf courses, cemeteries, and recreational facilities

Draft and adopt Water wise vegetation and landscaping policies and ordinances

Use of Hydro Delta to detect water leaks in both public and private infrastructure through a satellite imagery system. Source: New Mexico Environment Department.

Use of tools and technologies such as NO-DES™ to filter water that would otherwise be wasted when flushing fire hydrants.

VIII. ENFORCEMENT ACTIONS

Enforcement actions are possible if ordinances exist to support them. Currently the City of Roswell has one ordinance regarding waste of water. Ordinance could be modified to increase water conservation measures. Attached in Appendix B are additional ordinances that could be added by the city council.

IX. DROUGHT PLAN UPDATE PROCESS (Quoted text from *New Mexico*

Drought Plan: 2018 p 29)

“There are not any previously established guidelines for drought contingency plan content and updates. Moving forward, the drought contingency plan should be updated every five years for the purpose of keeping the document current.” After drought emergencies, the Utility Director or their designee evaluate the current plan and make proposed modifications to the RCC.

X. FUTURE WORK

Water Conservation

The City of Roswell has adopted the following goals for the water conservation program:

- Reduce nonrevenue water to below 10%
- Track billed vs. produced water more closely
- Reduce outdoor water use
- Reduce water waste
- Reduce peak summer demands for more efficient system operation and reduced energy use
- Reduce pumping and treatment costs
- Educate the public about water conservation
- Increase the water audit data validity score from 67 to a minimum of 80

To see the full City of Roswell Water Conservation Plan, go to the provided link

<https://www.roswell-nm.gov/DocumentCenter/View/20084/Water-Conservation-Plan---Dec-2021?bidId=>.

The Water Conservation Plan is to be used with the Communication and Outreach Plan developed by the DCTF to educate the community stakeholders in conserving water and fixing unchecked leaks.

Performance Measures

To ensure the RDCP is effective, performance metrics should be used to track positive change. The following is a list of performance metrics:

- A survey can be submitted to customers to gauge their perception of current drought conditions
- Track monthly GPCD in relation to how many active connects are currently used. This will give the average GPCD for consumers. This can be broken down by commercial, city, and residential use.
- Quarterly track the number of leaks the city repairs, to ensure the line replacement plan is effective at reducing water loss.

XI. REFERENCES

Duke University Nicholas Institute for Energy, Environment & Sustainability (Heat Policy Innovation Hub). <https://nicholasinstitute.duke.edu/project/heat-policy-innovation-hub>

Fix a Leak Week. U.S. Environmental Protection Agency. <https://www.epa.gov/watersense/fix-leak-week>

Hydro Delta. New Mexico Environment Department. <https://www.env.nm.gov/hydro-delta/>

New Mexico Drought Plan: 2018. New Mexico Office of the State Engineer and New Mexico Water Resources Research Institute. https://api.realfile.rtsclients.com/PublicFiles/5f809ddfc9864dad89f9d03375144a14/e4330c9e-dc1b-4177-9f86-2d5135ec050f/NMDP_2018_01092019_Final.pdf

N0-DES™ System. <https://www.hydrologics.com/>

Roswell, New Mexico – Code of Ordinances, Chapter 26: Water, Sewers and Sewage Disposal https://library.municode.com/nm/roswell/codes/code_of_ordinances?nodeId=COOR_CH26WA_SESED

Roswell Water Conservation Plan (2021). Roswell Utilities Department - Roswell Water Maintenance <https://www.roswell-nm.gov/DocumentCenter/View/20084/Water-Conservation-Plan---Dec-2021?bidId=>

The Water-Energy Nexus: Challenges and Opportunities (2014). U.S. Department of Energy.
<https://www.energy.gov/sites/prod/files/2014/07/f17/Water%20Energy%20Nexus%20Full%20Report%20July%202014.pdf>

UNCCD. 2016. Drought: reducing impacts and building resilience. Knowledge Hub. Retrieved from <https://knowledge.unccd.int/topics/drought-reducing-impacts-and-building-resilience>

XII. APPENDICES

DRAFT

Memorandum

To: Roswell Drought Task Force

Date: October 13, 2025

From: Todd Umstot, Lily Rich, and Neil Blandford

Subject: Impacts of Drought on City of Roswell Groundwater Water Levels and Pumping

Daniel B. Stephens & Associates, Inc. (DBS&A) conducted an analysis to evaluate the effects of drought on the City of Roswell (City) supply wells in terms of groundwater levels, aquifer saturated thickness, and pumping required to meet the City's water demand. This evaluation was undertaken to quantify the relationship between regional drought conditions and the hydrologic response of the aquifer system that is the source of supply the City's wells.

The analysis integrates multiple data sources, including automated and manual groundwater-level measurements collected by the Pecos Valley Artesian Conservancy District (PVACD), groundwater levels collected using "bubblers" at City Well #18, Palmer Drought Severity Index (PDSI) records, and monthly City pumping amounts. These datasets were used to (1) assess the correlation between drought severity and water-level fluctuations in the Roswell Basin, (2) estimate the potential magnitude of water-level declines during drought conditions, and (3) evaluate whether drought influences the City's overall groundwater pumping requirements.

Water Level Data and Correlation Between Wells

Water level data from PVACD were obtained from New Mexico Water Data (<https://newmexicowaterdata.org/>) for 10 wells in the Roswell Basin (Figure 1). These data include automated depth-to-water measurements, which generally begin in December 2021 and extend through June 24, 2025, and manual measurements that span several decades and continue until September 2024. Automated measurements are recorded at 2-hour intervals, while manual measurements are typically collected every 10 days. Figure 2 shows time series plots of the groundwater elevations for PVACD wells Transwestern, Berrendo-Smith, and LFD. These three wells are the closest monitored PVACD wells to City Well #18.

The City installed a bubbler in Well #18 on June 3, 2024. Data from this bubbler were retrieved through September 29, 2025, with depth-to-water levels recorded at 15-minute intervals. Figure 3 shows a time series for the available water level data converted to elevation based on a land

surface elevation of 3,650 ft, msl. The average groundwater elevation from the data is about 3,526 ft msl.

Figure 4 shows a plot of the change in water levels at Well #18 and the three nearby PVACD wells starting in June 2024. Visual inspection of the the plot shows that the Well #18 water level mostly closely corresponds with the PVACD Berrendo-Smith well. This observation is supported by time-series analysis of the groundwater level data. Time-series analysis encompasses a variety of mathematical methods developed to statistically analyze sequential data points to identify patterns, trends, and correlations.

Time-series analysis was conducted to compare daily observed water levels in Well 18 with those from the three nearest PVACD monitor wells. Data were aggregated to daily means, and cross-correlations were evaluated across ± 30 -day lags (Figure 5). The strongest correlations were found for the Berrendo-Smith and Transwestern wells, both showing close agreement with Well 18 after accounting for slight time lags (Table 1). Although the Transwestern well produced marginally lower error metrics, the Berrendo-Smith well has a slope closer to one, indicating more similar water-level fluctuations to Well 18. Therefore, the long-term Berrendo-Smith record was selected for evaluating drought effects on City Well 18.

Table 1 Summary of cross-correlation and regression results for Well 18 and nearby PVACD monitor wells

Well Name	Lag (Days)	Peak Correlation at Lag (R)	Slope	Intercept (ft)	Squared Correlation of Regression (R^2)	Root Mean Squared Error (ft)	Samples (n)
Berrendo-Smith	+4	0.9810	0.887	73.93	0.9586	0.686	307
Transwestern	-5	0.9809	1.459	1.54	0.9621	0.669	331

Palmer Drought Severity Index and Correlation with Water Levels

The Palmer Drought Severity Index (PDSI) is widely used for assessing long-term drought and wetness conditions in the United States. Developed by Wayne Palmer in the 1960s, the index

was designed to measure cumulative departures in the surface water balance by incorporating both current and antecedent conditions of moisture supply (precipitation) and demand (potential evapotranspiration). The index is calculated using a hydrological accounting system that includes a two-layer soil moisture “bucket” model, with inputs such as weekly precipitation, average temperature, soil water-holding capacity, and the previous index values. The PDSI provides a standardized measure of moisture anomalies, ranging from about -10 (extreme drought) to +10 (extreme wetness), although values between -4 and +4 are most common. Values below -2 indicate moderate to severe drought, while values above +2 indicate unusually wet conditions (Table 2). To account for the duration of events, the index combines the current moisture anomaly with a portion of the previous index, which allows it to reflect not only the severity but also the persistence of droughts or wet spells.

Table 2 Palmer Drought Severity Index Categories

Category	PDSI Range
Extreme Drought	-4.0 or less
Severe Drought	-3.0 to -3.9
Moderate Drought	-2.0 to -2.9
Near Normal	-1.9 to +1.9
Unusual Moist Spell	+2.0 to +2.9
Very Moist Spell	+3.0 to +3.9
Extremely Moist	+4.0 or above

The PDSI is published by the National Oceanic and Atmospheric Administration for each climate division in the United States. The Roswell Basin lies within New Mexico Climate Division 7 (the Southeastern Plains), which generally follows the Pecos River watershed from upstream of Santa Rosa Reservoir to the Texas–New Mexico state line, and also extends east beyond the watershed to include areas such as Lovington and Hobbs. Monthly PDSI data are available for this division from 1895 to the present (NCEI, 2025).

Time-series analysis was performed on the groundwater level data from the Berrendo-Smith well and the PDSI to evaluate the effect of drought on water levels in the Roswell Basin. Figure 6 shows the manual water level measurements at the Berrendo-Smith well compared to the PDSI for January 1946 through June 2025. The Berrendo-Smith water levels have a long-term trend over the decades and an inter-annual variation due to irrigation pumping in the region. The time series analysis accounts for spikes, outliers, and seasonal effects. First, the water-level series was

“cleaned” by removing abrupt jumps greater than 10 feet and interpolating across the removed points. The 10-day daily series was then used to calculate monthly averages, and a rolling z-score filter was applied to flag and interpolate statistical outliers. Both the water-level and PDSI series were converted to average monthly values, aligned over their common time period, and passed through a Fast Fourier Transform (FFT) filter that removed the very long-term trends and seasonal cycles at annual and semiannual frequencies. The resulting de-seasonalized and detrended changes are standardized into z-scores, allowing direct comparison of variability between the two series (Figure 7).

Next, the lag correlations were computed between the standardized water-level changes and PDSI changes over a ± 24 -month window. A positive lag of 1 month was determined to have the highest correlation ($R = 0.589$; $R^2 = 35\%$) meaning that 35% of the variation in the water level changes (after removing seasonal pumping effects and long-term trends) can be explained by corresponding changes in the drought index with a 1-month lag.

The correlation analysis can be used to calculate the effect of a change in the PDSI on the water level from the following equation:

$$\Delta WL = R * \sigma_{WL} * \frac{\Delta PDI}{\sigma_{PDI}}$$

where

ΔWL is the change in water level (feet)

R is the correlation coefficient (0.589)

σ_{WL} is the standard deviation of the water-level change (1.24 feet)

σ_{PDI} is the standard deviation of the PDSI change (1.63)

Δ_{PDI} is the change in the PDSI

So, for each 1-point change in the PDSI, there is a corresponding change of 0.45 feet in the water level at the Berrendo-Smith well. For example, if there was a change from normal conditions ($PDSI = 0$) to a severe drought ($PDSI = -3$), a month later, the water level in the Berrendo-Smith well would drop 1.35 feet.

Aquifer Saturated Thickness

The Roswell Basin contains two principal aquifer units. The shallow aquifer occurs in valley-fill alluvial deposits and the upper portions of the Artesia Group, and the underlying carbonate

aquifer, which consists primarily of the San Andres Formation. These aquifers are separated by a semiconfining unit on the east side of the basin, but this semiconfining unit is absent in the west side of the basin. Where the semiconfining unit is present, water in the underlying carbonate aquifer occurs under pressure, or “confined” conditions. Where the semiconfining unit is absent, water in the carbonate aquifer occurs under “unconfined” conditions and the top of the aquifer is equivalent to the water table. The carbonate aquifer is unconfined in the western part of the basin, where it receives recharge in what is known as the intake area.

Well #18 is located in the intake (unconfined) portion of the carbonate aquifer just west of the confined aquifer area. In this region the top of the aquifer is equivalent to the water table elevation, which is the same as the water level measured in Well #18. The top of the carbonate aquifer was mapped by Welder (1983), but the base of the aquifer remains uncertain. In the vicinity of Well #18, Welder (1983) mapped the carbonate aquifer as being approximately 260 feet thick, with the water table occurring above an elevation of 3,500 ft msl. This mapped elevation is similar to, but about 35 feet higher than, the elevation recorded in the Well #18 log, which shows the contact between the alluvium and limestone at approximately 3,465 ft msl.

According to the well log, the principal water-bearing zone screened at the well is 61 feet thick. The saturated thickness of aquifer above this zone averages about 478 feet, and the total saturated thickness (water column) in the well averages approximately 539 feet (Figure 8). The predicted water-level decline during a severe drought of 1.35 feet is less than one percent of the total water column in the well, indicating that the well’s yield would remain essentially unaffected by drought conditions.

Pumping Data

Monthly groundwater pumping records for the City from 2015 through July 2025 were compared to the monthly PDSI to evaluate the effect of drought on City pumping. For the period 2015 through 2024, City pumping averaged 12,672 acre-feet per year, with a range from 11,770 acre-feet in 2015 to 13,628 acre-feet in 2020.

As was done with the water level data, the monthly pumping data were de-seasonalized and then a cross-correlation was performed between the total pumping and the PDSI. This analysis indicated the highest correlation at a lag of zero, meaning that there is no delay between the occurrence of drought or wet conditions and the resulting change in City pumping amounts. A regression on the de-seasonalized pumping data and the PDSI was performed and a statistically significant but weak correspondence was found between drought and City pumping. The slope

of the regression was -16 acre-feet per month per PDSI unit, indicating that in the case of a decrease of 3 PDSI units from normal to severe drought conditions, the City pumps 48 acre-feet more per month or 576 acre-feet more per year. this increase in annual pumping due to drought equates to an increase of about 4.5 percent of the average annual City pumping.

Conclusions

Water levels, drought, and pumping data were analyzed to evaluate the relationship between drought severity and groundwater conditions in the vicinity of Roswell, with a particular focus on City Well #18. The analysis demonstrated that water levels in Well #18 are highly correlated with those at the nearby PVACD Berrendo-Smith well assuming a short 4-day lag between the two wells. Consequently, the Berrendo-Smith well provides a reliable analog for evaluating long-term drought effects on Well #18. Analysis of the Berrendo-Smith well water-level record for the period 1946 to 2025 shows a moderate but statistically significant relationship between groundwater level changes and drought severity as measured by the PDSI. A one-unit decrease in PDSI corresponds to a decline of approximately 0.45 feet in groundwater elevation in the following month.

The magnitude of drought-related changes in water levels is small compared to the available saturated thickness of the carbonate aquifer at Well #18. The aquifer at Well #18 has an estimated saturated thickness of about 539 feet, and the predicted decline during a severe drought of 1.35 feet represents less than one percent of the aquifer saturated thickness. Consequently, the yield and operational reliability of Well #18 are not expected to be materially affected by drought conditions.

Analysis of City pumping data from 2015 through 2024 also indicates a statistically significant but relatively weak relationship between the occurrence of drought and total City pumping. Statistical analysis indicates an increase of City pumping of about 576 acre-feet per year due to a 3-point drop in PDSI, which represents a change from normal drought to severe drought. This increase in pumping is about 4.5 percent of the recent average annual City pumping amount of 12,672 acre-feet per year.

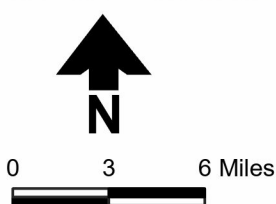
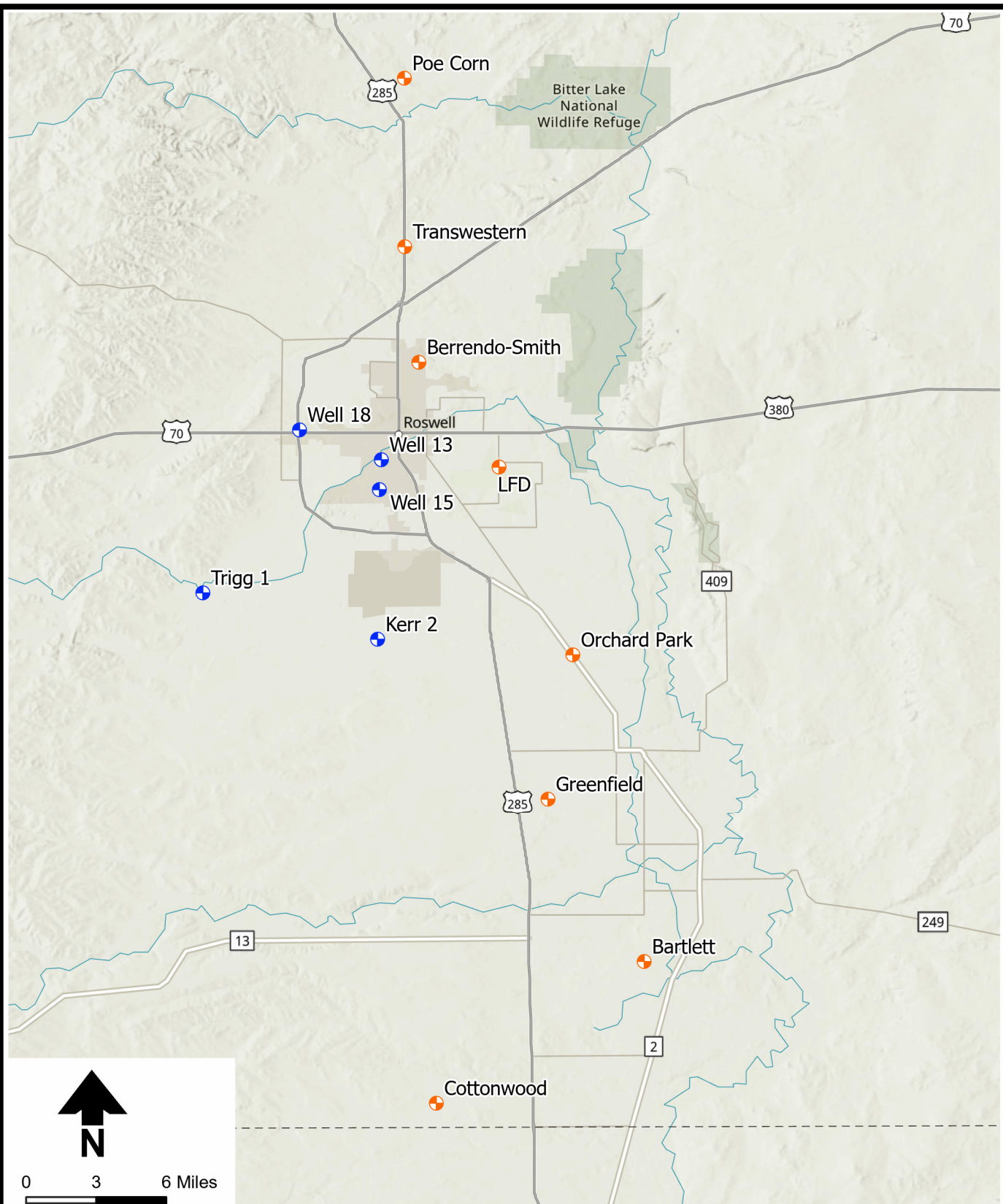
Overall, while groundwater levels and City pumping both respond to drought conditions, the magnitude of the responses is small relative to the aquifer's storage capacity and its ability to provide water to City wells. The carbonate aquifer has sufficient saturated thickness to comfortably buffer against short-term drought effects on the City's water supply.

References

National Centers for Environmental Information (NCEI), 2025. Climate divisions: Palmer Drought Severity Index (PDSI) [climdiv-pdsidv-v1.0.0-20250806]. National Oceanic and Atmospheric Administration (NOAA). Retrieved August 12, 2025, from <https://www1.ncdc.noaa.gov/pub/data/cirs/climdiv/>

Welder, G.E. 1983. *Geohydrologic framework of the Roswell Ground-Water Basin, Chaves and Eddy Counties, New Mexico*. New Mexico State Engineer's Office Technical Report 42.

S:\PROJECTS\DB25.1193. ROSWELL DTF\GIS\ARC\GIS. PROJ\ROSWELL.TU WORKING\APRX • FIG01 WELL LOCATIONS



Explanation

- City of Roswell well
- PVACD well

Basemap: ESRI et al.



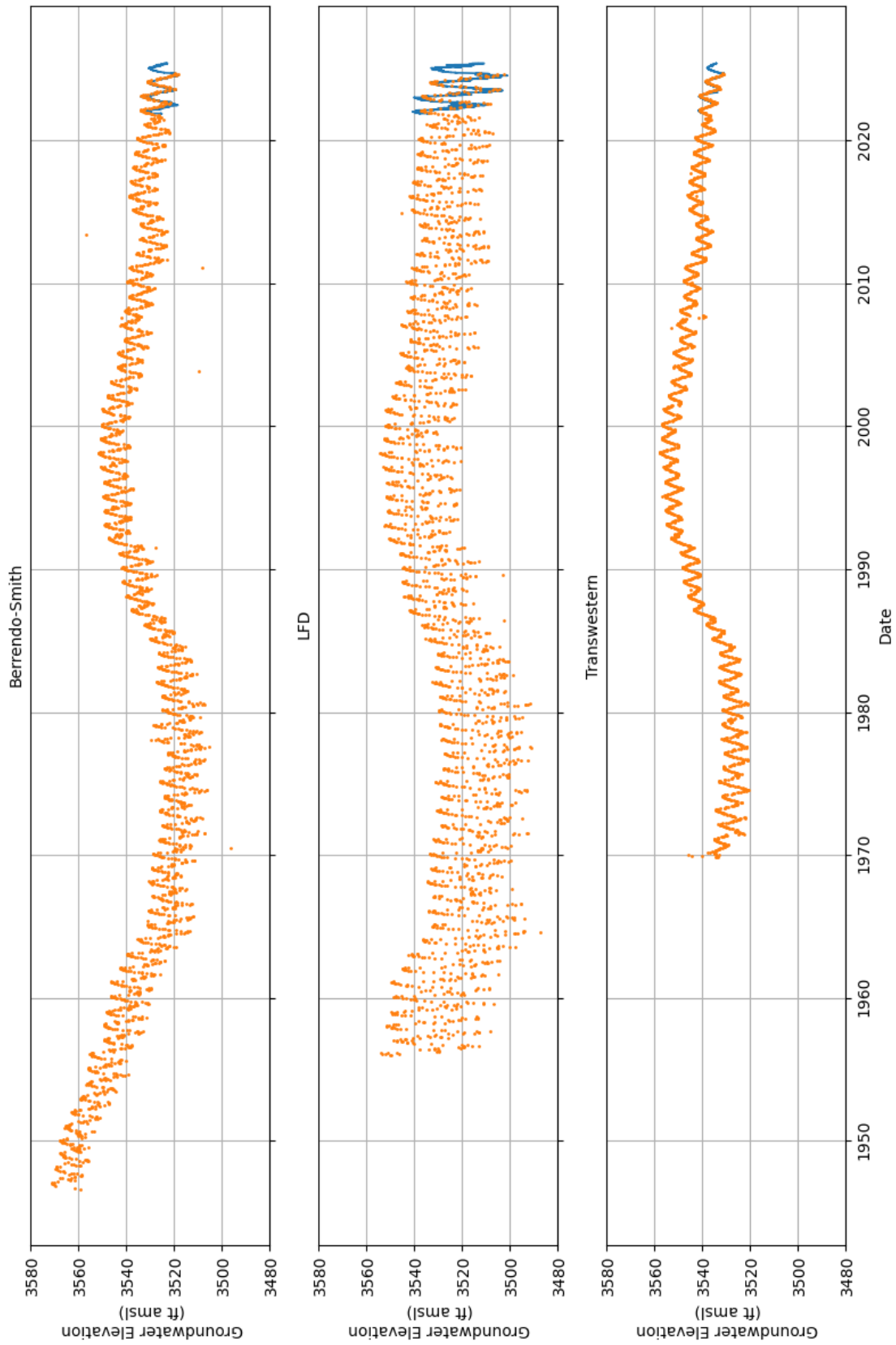
10/13/2025

a Geo-Logic Company
DB25.1193

ROSWELL DROUGHT TASK FORCE Well Locations

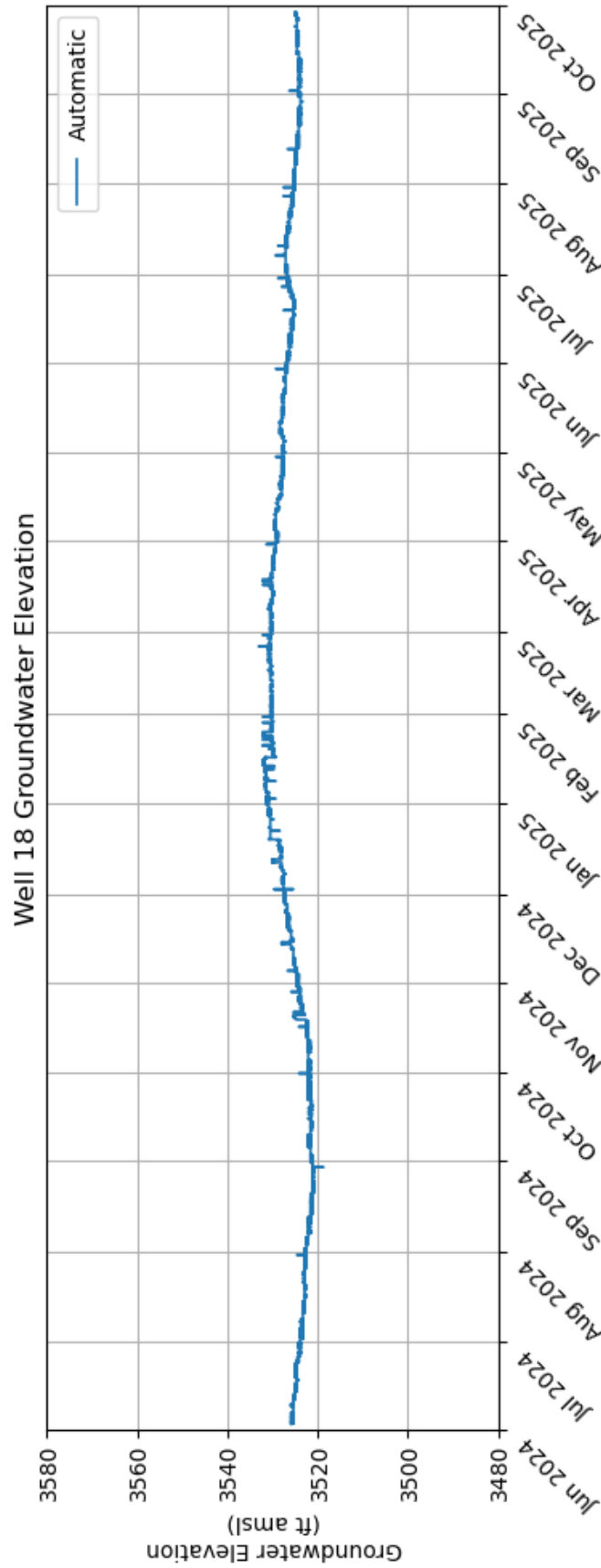
Figure 1

Groundwater Elevation Time Series for PVACD Wells Near City of Roswell Well #18



ROSWELL DROUGHT TASK FORCE PVACD Well Groundwater Elevations

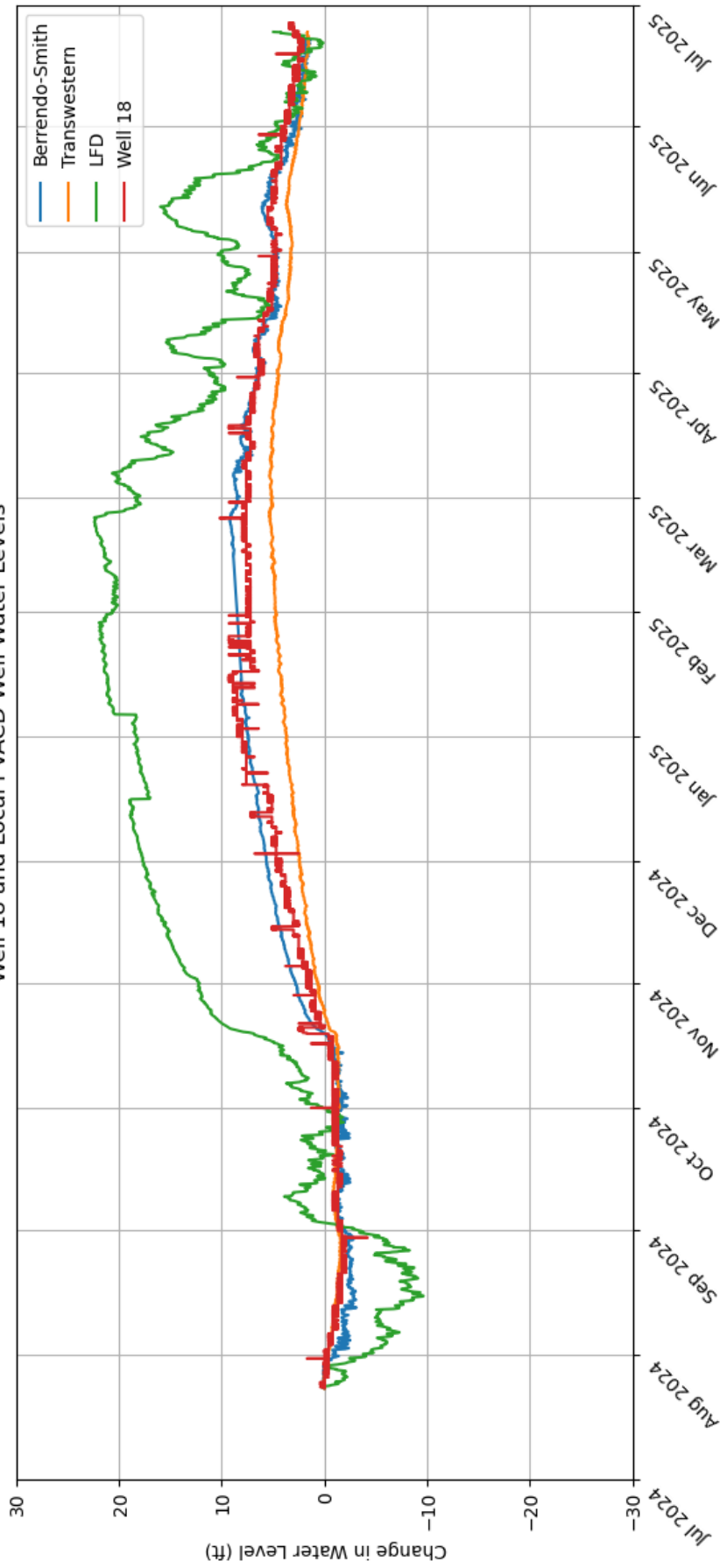
Figure 2



ROS WELL DROUGHT TASK FORCE

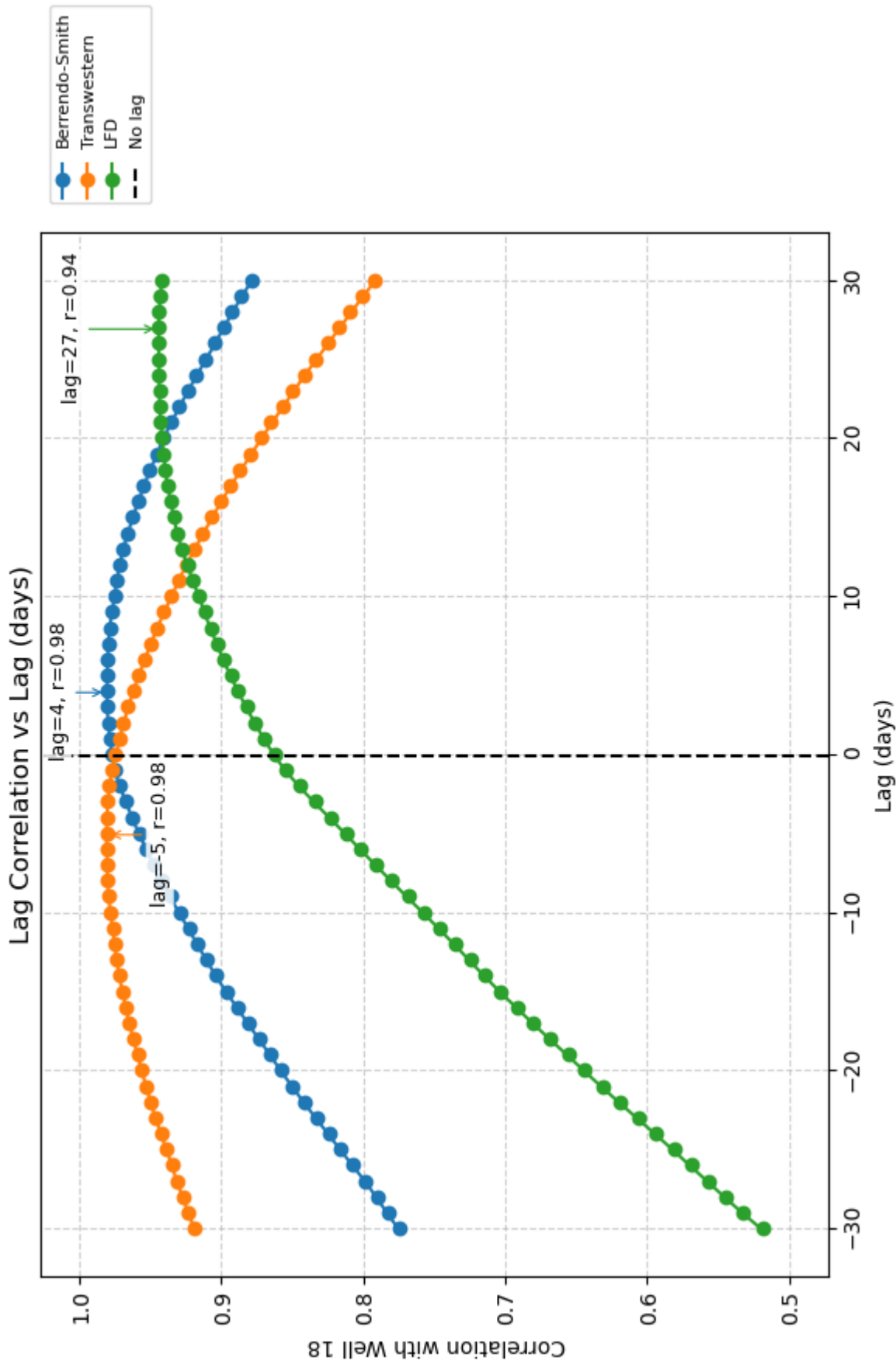
City of Roswell Well #18 Groundwater Elevations

Change in Water Level from 7/24/24
Well 18 and Local PVACD Well Water Levels



ROSWELL DROUGHT TASK FORCE

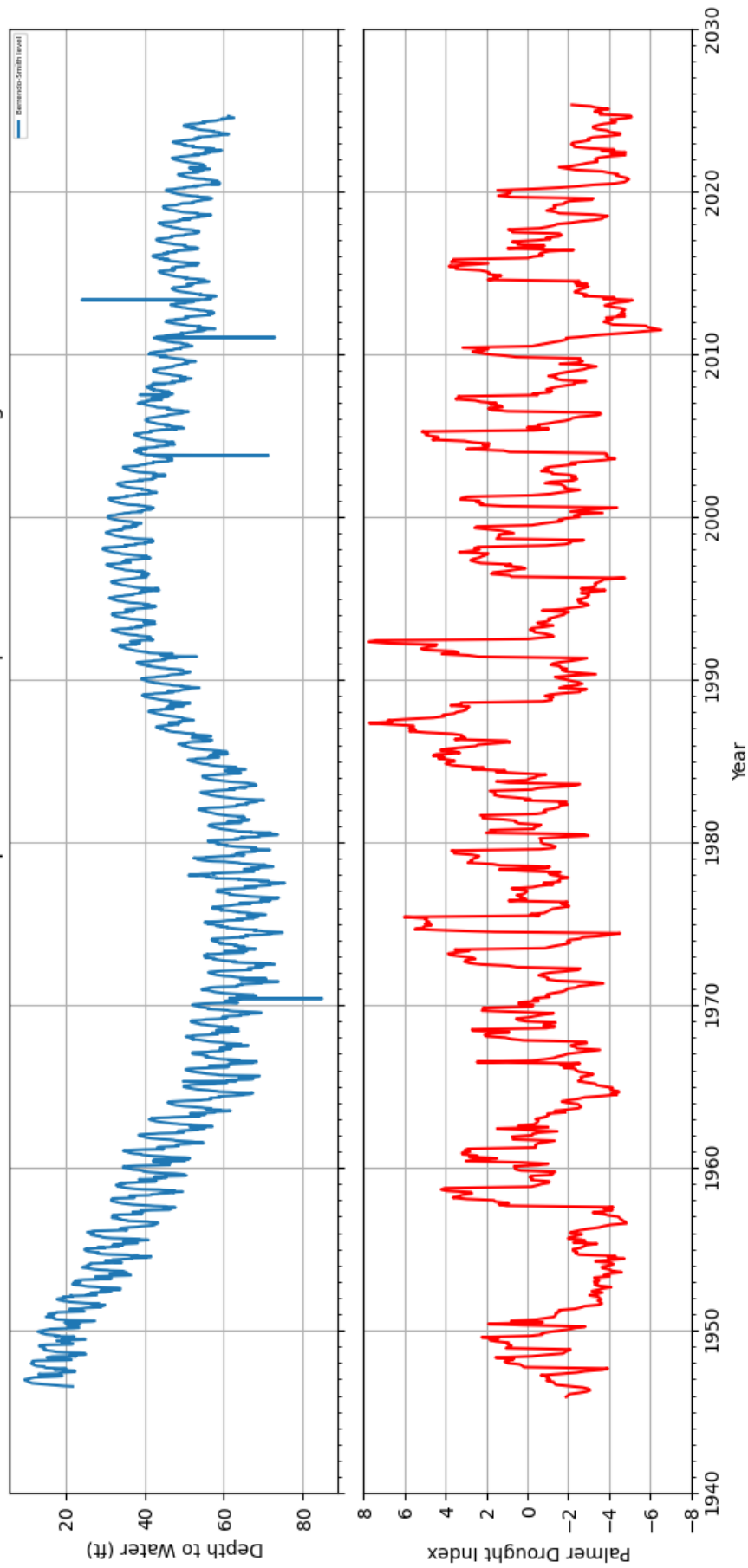
Change in Water Level at Well #18 and Nearby PVACD Wells from July 2024



ROSWELL DROUGHT TASK FORCE

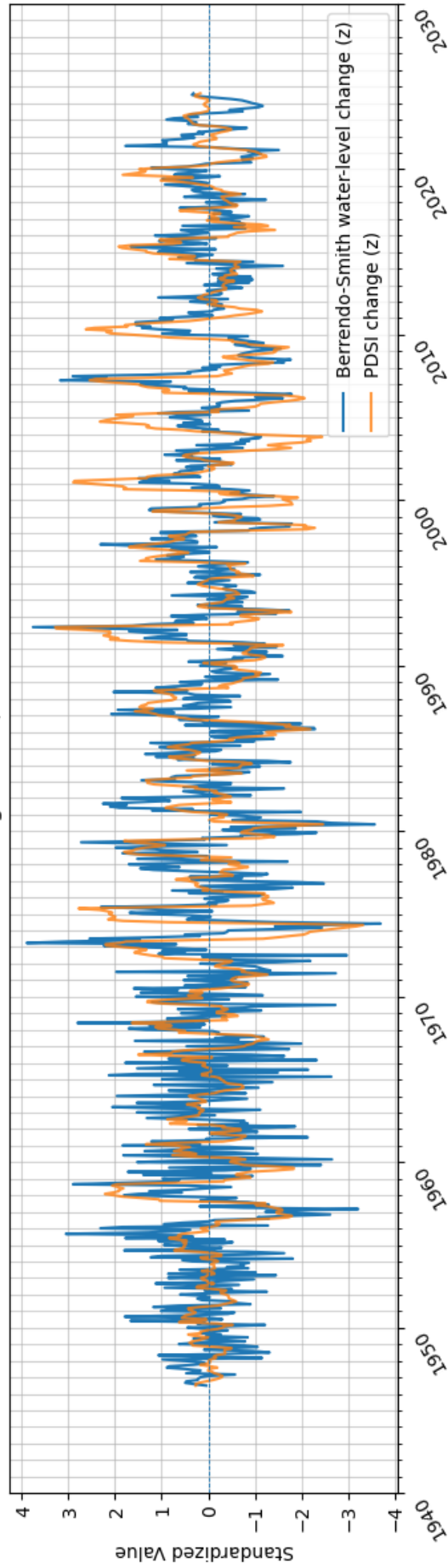
**Cross-Correlation of Water Levels for Well #18
and Closest PVACD Wells**

PVACD Berrendo-Smith Well Depth to Water Compared to Palmer Drought Index



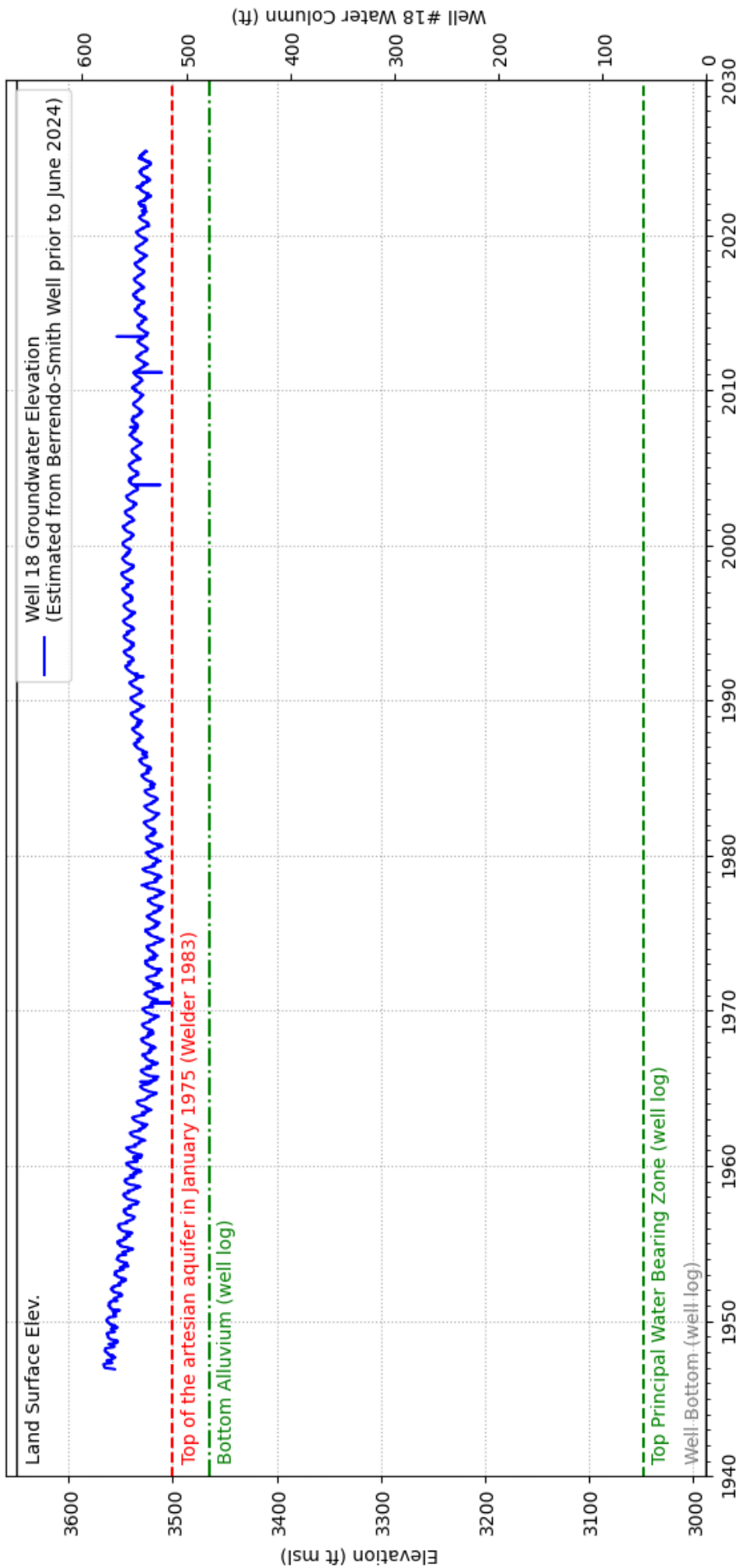
ROS WELL DROUGHT TASK FORCE
Berrendo-Smith Water Levels Compared to Palmer Drought Index

Deseasonalized and Detrended Changes
Best lag = 1 mo, $r = 0.589$



ROSWELL DROUGHT TASK FORCE
Standardized Berrendo-Smith Water Level
and Palmer Drought Severity Index Changes

Well #18 Water Column



ROSWELL DROUGHT TASK FORCE Well #18 Water Column

Appendix B

Division IV – Service: Water Conservation

Sec. 26-230 - Definitions.

All definitions contained in Section 26, Definitions, of Chapter 26 "Roswell Utility Ordinance" are incorporated into this chapter by reference.

Sec. 26-231 Purpose and Scope of Ordinances

This ordinance is intended to set forth the rules under which the City of Roswell provides services to the City's property owners and ratepayers with conservation efforts in mind.

- A. The governing body finds and determines that encouraging and requiring the adoption of water conservation strategies is an effective and low cost means to provide water conscious behavior. The governing body further recognizes that as a consequence of implementing water conservation regulations, reduction in water use provides the following benefits to the city and its citizens:
 - Potential for reduction of individual residential and commercial customers' water and sewer bills.
 - Serves as a critical interim source of supply while additional supply sources are being brought on line.
 - Reduces peak summer demands thereby reducing short and long-term system costs.
 - Enhances the local environment by minimizing transport of fertilizer, pesticide, and other contaminants from runoff to deep percolation to ground waters. Enhances the global environment by reducing energy consumption associated with water production, treatment, and distribution.
- B. It is hereby declared, because of the overall benefits of water conservation, that the city promotes and require water use efficiency strategies for the public health, safety, and general welfare of its citizens.

Sec 26-232 - Water conservation compliance.

No person who uses water from the city water supply system, shall make, cause, use or permit the use of water received from Roswell Utilities for residential, commercial, industrial, agricultural, governmental or any other purposes in a manner contrary to any provisions of this chapter. Provided further, that no person shall make, cause, use or permit the use of water in a manner contrary to Chapter 26 of the city code.

Sec. 26-233 - Mandatory compliance—Lawn and landscape watering.

The following mandatory restrictions shall apply to all customers of, or persons who use or receive water from Roswell Utilities:

A. Outdoor irrigation of grass, trees, plants or other vegetation on City of Roswell parks (with such meter/account under the control and management of the City of Roswell Parks and Recreation Department) must submit an annual Conservation Plan. The City of Roswell Parks and Recreation Department will submit the annual conservation plan to the City Manager by end-of-January each year. The plan will consist of:

- Conservation goals and targets; total annual water consumption, volume per developed acre, and any other agreed upon metric;
- Conservation improvements implemented in prior year; improvements planned for year ahead,
- Policy statement that any new city parks have been designed to irrigate efficiently; and
- Special variances needed for the year (watering days, new parks, turf renovation, seeding, etc.).

The plan will be considered and approved on an annual basis with previous year compliance taken into account as part of the approval process. All outdoor irrigation shall be subject to the water master plan and conservation plan adopted by City of Roswell.

Sec. 26-234 - Nonessential water use restrictions.

The following restrictions shall apply to all customers of or persons who use or receive water from the City of Roswell:

A. The washing of vehicles

1. Automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment shall be done only with a hand-held bucket or a hand-held hose equipped with a shut-off nozzle that completely shuts off the flow of water, even if left unattended. This restriction does not apply to the washing of the above-listed vehicles or mobile equipment when conducted on the premises of a commercial car wash or a commercial service station. When used in this chapter, "bucket" means a bucket or other container.

B. The following uses of water are defined as "wasting water" and are absolutely prohibited:

1. Irrigating any turf grass, tree, plant, or other vegetation, or otherwise utilizing the city water supply system to permit or cause water to pond, or to flow, spray or otherwise move or be discharged from the premises of any person responsible for any property within the corporate limits of the city, or which receives water from Roswell Utilities to or upon any street, alley, gutter or ditch, or other public right-of-way, or into a storm water drainage system or facility;
2. Failing to repair a leak to be used in conjunction with **Sec. 26-162 Notification**.

C. When referred to in this subsection, "swimming pool" shall mean any portable or permanent structure containing a body of water twenty-four (24) inches or more in depth and containing one thousand one hundred twenty-two (1,122) gallons or more of water and intended for recreational purposes, including a wading pool. All swimming pools, which are constructed after the effective date of the ordinance codified in this chapter.

1. It is unlawful to drain swimming pools into the street, alley, gutter or other public right-of-way, ditch, or storm water drainage system or facility. Swimming pools may be drained into the sanitary sewer system only in coordination with the Roswell Water Utilities' Wastewater System Division.

Sec. 26-235 - Declaring of nuisance of exist.

The flow of produced water from property into streets, alleys, gutters, and other public rights-of-way, ditches, or into a stormwater drainage system or facility is contrary to the public health, safety and welfare of the citizens of Roswell and is therefore declared to be a nuisance. This authorization to seek relief, or other legal action to abate such a nuisance shall not preclude prosecution for a violation of this chapter.

Sec. 26-236 - Penalty.

Any person who violates any of the provisions of this chapter shall be deemed guilty and a fine imposed of the following:

- \$0, warning first offence in 30 days
- \$75, second offence in 30 days
- \$150, third offence in 30 days
- \$250, fourth offence in 30 days
- Termination of water service, fifth offence in 30 days

The customer will receive a copy. The enforcement will be tracked by the Water Conservation Specialist, who keep a copy and submit the original to Water billing. Water billing will retain the original infraction and make a note in the billing system.

Sec. 26-237- Appeal

A. Any person who is issued a water conservation citation under section 26-236 who applies for a permit or variance under Section 26-237, may appeal the decision. Any person(s) filing an intention to appeal in writing with the City Manager within five working days of the review board's decision. If a proper appeal is timely filed, the public service board will hear the appeal within thirty days of the time the appeal is filed with the City Manager. The public service board may take any action it deems necessary with regard to the appeal. The decision of the review board shall be final and binding if there is no timely filing of an appeal in accordance with this section.

B. Any person, whose appeal to the public service board is denied, may appeal the decision of the public service board by filing an intention to appeal in writing with the city clerk within five working days of the public service board's decision. If a proper appeal is timely filed, the city council will hear the appeal within thirty days of the time the appeal is filed with the city clerk. The city council may take any action it deems necessary with regard to the appeal. The decision of the city council shall be final and binding. The decision of the public service board shall be final and binding if there is no timely filing of an appeal in accordance with this section.

Sec. 26-238 - Exceptions to enforcement.

The following shall constitute exceptions from compliance with the provisions of this chapter:

- A. The water is a result of natural events such as rain or snow;
- B. The flow is a result of temporary failures or malfunctions of the water supply system;
- C. The flow is a result of water used for firefighting purposes including the inspection and pressure testing of fire hydrants or the use of water for firefighting training activities;
- D. The use of water is required for the control of dust or the compaction of soil;
- E. The water is used to wash down areas where flammable or otherwise hazardous material has been spilled and creates a dangerous condition;
- F. The water is used to prevent or abate public health, safety or accident hazards when alternate methods are not available;
- G. The water is used for routine inspection or maintenance of the water supply system;
- H. The water is used to facilitate construction within public right-of-way in accordance with the requirements of the city and good construction practices;
- I. The water that is used for street sweeping, sewer maintenance or other established utility and public works practices;

Sec. 26-238

The above ordinance shall not be enforced without the attempt to educate the customers of the city utilities. Education on water conscious behavior shall be in the forefront of all activities. Enforceable action is only deemed appropriate when the issue becomes a public nuisance or has a damaging effect to public property ie damaging the public roads or surrounding neighbor's property. As per sec. 26-236, a warning shall always come before any monetary fine.