AMENDED AGENDA

The following will be considered at the Regular Meeting of the Doña Ana County Board of County Commissioners to be held on Tuesday, June 10, 2025, at 9:00 AM in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico:

- **Invocation** : Mary Beth Hulsey, Unitarians Member
- **Pledge of Allegiance**
- **Roll Call of Commission Members Present and Determination of Quorum**

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

- **CHANGES TO THE AGENDA:** Scott Andrews, County Manager.
- **CONSENT AGENDA:** The Board will be asked to approve by one motion the following items of recurring or routine business:

1.	Doña Ana County Treasurer's Financial Report for the month of March 2025.	Marisol Richardson, County Treasurer
2.	The Board is asked to award RFP #25-0048 Special Audit Services to Jaramillo Accounting Group, LLC in the amount of $323,200 plus applicable GRT for professional services for 1 year and renewable up to two (2) additional years. The County issued RFP #25-0048 on May 11, 2025 and received one response of the firm was selected for award. The Commission is also asked to delegate signatory authority to the County Manager for all related documents include contract, amendments, renewals, change orders, task orders, and other documents as required.	Ernest Budden, Internal Auditor
3.	Award Project Contract to Metal-Tech Inc in the amount of $196,973.43 through CES for 10 new rooftop heating & cooling units at the Third Judicial District Court House.	Robert Herrera, Facilities & Services, Director
4.	Approve an increase of $300,000.00 to use Omina Partners Cooperative Agreement (R-TC-17006) with Amazon to purchases goods for various Doña Ana County Departments in an amount not to exceed $400,000.	Michael Perez, Purchasing Manager
5.	Resolution accepting grants in the amount of $180,000 from the FAA and $700,000 from the NMDOT Aviation Division to update the Airport Master Plan. County match is $29,137. The total project cost $909,137.	William Provance, Jetport Manager

6.	Resolution authorizing application and acceptance of a grant in the amount of $1,000,000 from the NMDOT Aviation Division to design and construct an airport equipment building. County match is $100,000. The total project cost $1,100,000.	William Provance, Jetport Manager
7.	Resolution authorizing Doña Ana County to execute six land leases with RPSEP, LLC to construct aircraft hangars on Lots T-14A, T-14B1, T-14B2, T-14C1, T-14C2 and T-14D.	William Provance, Jetport Manager
8.	Approval of a utility easement to support additional hangar development to Lots F-07, F-08 and F-09 at the Doña Ana County International Jetport located in Santa Teresa and authorize County Manager signature approval on all related documents.	William Provance, Jetport Manager
9.	Resolution to publish notification of intent to change solid waste collection punch card fees from $4 per punch to $5 per punch starting August 1, 2025; increasing by $1 per punch every 2 years thereafter until 2031.	Stephen Lopez, Assistant County Manager
10.	Approve resolution reauthorizing the State of New Mexico Department of Transportation, State Appropriation C1212993, Carver Road, C1233316, Westmoreland Avenue, and C1243278, Westmoreland Avenue in the total amount of $994,664.00, from their original purpose.	Stephen Lopez, Assistant County Manager
11.	Approve submission of U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Competitive Grant for up to $17,500,000 (up to $3,500,000 cost share) to Implement Recommendations of Doña Ana County Comprehensive Roadway Safety Action Plan.	Stephen Lopez, Assistant County Manager Dan Sambrano, Roads Superintendent
12.	Resolution to approve restructure of the Utilities and Engineering/Road Departments into a Department of Public Works.	Stephen Lopez, Assistant County Manager

• **EMPLOYEE RECOGNITION:** The Commission will recognize Doña Ana County employees for their years of service to Doña Ana County — Read by Deborah Weir, Assistant County Manager.

Name	Department	Years of Service
Officer Lori Diaz	Detention Center	10
Luis Garcia	Sheriff's	10
Angelica Rodriguez	Sheriff's	15
Daniel Jacquez	Facilities & Services	15
Sergeant Thomas Burns	Detention Center	25

• **PROCLAMATIONS**

13.	Proclaim June 19th as Juneteenth in Doña Ana County	Scott Andrews, County Manager

• **PUBLIC INPUT**

• **COMMISSION INPUT**

• **COUNTY ELECTED OFFICIALS' INPUT**

• **STAFF INPUT**

• **COMMISSION-APPOINTED BOARD REPORT BACKS**

• **PRESENTATIONS**

14.	Presentation on No Throw Reporter Hub	Rebecca Martin, GIS Administrator

• **MINUTES**

15.	Regular Meeting Minutes for May 27, 2025	Brandi Delgado, Administrative Assistant

• **APPROVALS**

16.	Authorizing allocation of up to $1,350,000 from the Hospital Lease funds to DAC Fire Rescue for emergency medical services vehicles and equipment, plus $1,200,000 to the City of Las Cruces, the Town of Mesilla, and the City of Sunland Park in the form of grants to support Fire-based emergency medical services capacity building.	Stephen Lopez, Assistant County Manager
17.	Approve resolution for G.O. Bond question to be placed on the November 2025 election ballot	Chris P. Muirhead Asma Dawood, Finance Director Lucio Luttrell, Budget and Research Officer Cari Neill, Deputy County Attorney

• **HEARINGS and ORDINANCES**

18.	Approve Ordinance Repealing LEDA Ordinance Number 304-2019, The Boutique Unlimited Doña Ana.	Denisse Carter, Economic Development Administrator
19.	Resolution to Declare Severe Drought Conditions within Doña Ana County	Andrew Bowen, Interim Fire Chief

• **COMMISSION INPUT (FOLLOW-UP)**

• **CORRESPONDENCE**

20. Correspondence received by Doña Ana County.

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding the purchase, acquisition or disposal of real property and water rights, as authorized by the Open Meetings Act, Section 10-15-1(H)(8) (NMSA 1978).

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

THIS AGENDA IS SUBJECT TO CHANGE

NOTE: Doña Ana County will ensure effective communication with individuals with disabilities and will, upon request, provide auxiliary communication aids and services to afford those individuals equal opportunity for participation in Doña Ana County sponsored meetings, events, or activities. Any request should be made to the Americans with Disabilities Act Coordinator, in writing, or by phone, **at least two business days** prior to the event at which accommodation is needed. If you have any questions regarding examples of reasonable accommodations, please contact the ADA Coordinator, at 525-5878 (voice) or 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Spanish language interpretation services are now available upon request for participation in Doña Ana County sponsored meetings, events, or activities. Please contact the Community & Constituent Services Office at 525-6163, at least 48 hours prior to the event. **Por favor en contacto la Oficina de Servicio a la Comunidad y Constituyentes 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

AGENDA ENMENDADA

Lo siguiente se considerará en la Reunión Ordinaria de la Junta de Comisionados del Condado de Doña Ana que se celebrará el martes 10 de junio de 2025 a las 9:00 AM en las Cámaras de la Comisión del Condado de Doña Ana, 1er Piso, Centro de Gobierno del Condado de Doña Ana, 845 North Motel Boulevard, Las Cruces, Nuevo México:

- **Invocación**: Mary Beth Hulsey, Unitarians Member
- **Juramento de Lealtad**
- **Pase de Lista de los miembros de la Comisión presentes y determinación del quórum**

LA COMISIÓN SE REÚNE COMO LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO EN SESIÓN ABIERTA

- **CAMBIOS A LA AGENDA:** Scott Andrews, Administrador del Condado
- **AGENDA DE CONSENTIMIENTO:** Se solicitará a la Junta Directiva que apruebe mediante una sola moción los siguientes puntos del orden del día recurrentes o de rutina:

1.	Informe financiero del Tesorero del Condado de Doña Ana para el mes de marzo de 2025.	Marisol Richardson, Tesorera del Condado
2.	Se solicita a la Junta que adjudique la RFP n.° 25-0048 para Servicios Especiales de Auditoría a Jaramillo Accounting Group, LLC por un monto de 323,200 dólares más los impuestos sobre ingresos brutos aplicables para servicios profesionales por un año, renovable hasta por dos (2) años adicionales. El Condado emitió la RFP n.° 25-0048 el 11 de mayo de 2025 y recibió una respuesta de que la firma fue seleccionada para la adjudicación. También se solicita a la Comisión que delegue la autoridad de firma en el Administrador del Condado para todos los documentos relacionados, incluyendo contratos, enmiendas, renovaciones, órdenes de cambio, órdenes de trabajo y otros documentos según sea necesario.	Ernest Budden, Auditor Interno
3.	Adjudicar contrato de proyecto a Metal-Tech Inc. por un monto de 196,973.43 dólares a través de CES para 10 nuevas unidades de calefacción y refrigeración en azotea en el Palacio de Justicia del Tercer Distrito Judicial.	Robert Herrera, Director de Instalaciones y Servicios
4.	Aprobar un aumento de 300,000.00 dólares para utilizar el Acuerdo de Cooperación de Omina Partners (R-TC-17006) con Amazon para la	Michael Perez, Gerente de Compras

	compra de bienes para diversos departamentos del condado de Doña Ana por un monto que no exceda los 400,000 dólares.	
5.	Resolución que acepta subvenciones por 180,000 dólares de la FAA y 700,000 dólares de la División de Aviación del NMDOT para actualizar el Plan Maestro del Aeropuerto. El condado aporta 29,137 dólares. El costo total del proyecto es de 909,137 dólares.	William Provance, Gerente del Jetport
6.	Resolución que autoriza la solicitud y aceptación de una subvención de 1,000,000 de dólares de la División de Aviación del NMDOT para el diseño y la construcción de un edificio de equipamiento aeroportuario. La contribución del condado es de 100,000 dólares. El costo total del proyecto es de 1,100,000 dólares.	William Provance, Gerente del Jetport
7.	Resolución que autoriza al condado de Doña Ana a ejecutar seis contratos de arrendamiento de terrenos con RPSEP, LLC para construir hangares para aeronaves en los lotes T-14A, T-14B1, T-14B2, T-14C1, T-14C2 y T-14D.	William Provance, Gerente del Jetport
8.	Aprobación de una autorización de servicios públicos para apoyar el desarrollo de hangares adicionales en los lotes F-07, F-08 y F-09 en el aeropuerto internacional del condado de Doña Ana ubicado en Santa Teresa y autorizar la aprobación de la firma del administrador del condado en todos los documentos relacionados.	William Provance, Gerente del Jetport
9.	Resolución para cambiar las tarifas de las tarjetas perforadas para la recolección de residuos sólidos de 4 dólares a 5 dólares por perforación; autorizando la publicación antes de la Audiencia.	Stephen Lopez, Administrador Asistente del condado
10.	Aprobar la resolución que reautoriza la asignación estatal C1212993, Carver Road, C1233316, Westmoreland Avenue y C1243278, Westmoreland Avenue del Departamento de Transporte del Estado de Nuevo México por un monto total de 994,664.00 dólares, de su propósito original.	Stephen Lopez, Administrador Asistente del condado
11.	Aprobar la presentación de la solicitud para la subvención competitiva "Safe Streets and Roads for All" (SS4A) del Departamento de Transporte de los Estados Unidos por un monto de hasta $17,500,000 (incluyendo una aportación local de hasta $3,500,000) para la implementación de las recomendaciones del Plan Integral de Acción para la Seguridad Vial del Condado de Doña Ana.	Stephen Lopez, Administrador Asistente del condado
12.	Resolución para aprobar la reestructuración de los Departamentos de Servicios Públicos e Ingeniería/Vías en un Departamento de Obras Públicas.	Stephen Lopez, Administrador Asistente del condado

• RECONOCIMIENTO A LOS EMPLEADOS: La Comisión reconocerá a los empleados del condado de Doña Ana por sus años de servicio al condado de Doña Ana. — Leído por Deborah Weir, Administradora Asistente del condado.

Nombre	Departamento	Años de Servicio
Oficial Lori Diaz	Centro de Detención	10
Luis Garcia	Alguacil	10
Angelica Rodriguez	Alguacil	15
Daniel Jacquez	Instalaciones y Servicios	15
Sargento Thomas Burns	Centro de Detención	25

• PROCLAMACIONES

13. Proclamar el 19 de junio como Juneteenth en el condado de Doña Ana — Scott Andrews, Administrador del Condado

• COMENTARIOS DEL PÚBLICO

• COMENTARIOS DE LA COMISIÓN

• COMENTARIOS DE LOS OFICIALES ELECTOS DEL CONDADO

• COMENTARIOS DE LOS EMPLEADOS

•REPORTES DE LOS MIEMBROS DESIGNADOS POR LA COMISIÓN A JUNTAS

• PRESENTACIONES

14. Presentación de No Throw Reporter Hub — Rebecca Martin, Administrator GIS

• MINUTAS

15. Acta de la reunión ordinaria del 27 de mayo de 2025 — Brandi Delgado, Asistente Administrativa

• APPROVALS

16. Autorizar la asignación de hasta $1,350,000 de los fondos de arrendamiento del hospital a la ciudad de Las Cruces, la ciudad de Mesilla y la ciudad de Sunland Park en forma de subvenciones para apoyar el desarrollo de la capacidad de los servicios médicos de emergencia basados en bomberos. — Stephen Lopez, Assistant County Manager

17.	Resolución que aprueba la inclusión de la pregunta relativa al Bono de Obligación General (G.O. Bond) en la boleta electoral de Noviembre de 2025	Chris P. Muirhead Asma Dawood, Directora de Finanzas Lucio Luttrell, Oficial de Presupuesto e Investigación Cari Neill, Abogado Adjunto del Condado

• **AUDIENCIAS y ORDENANZAS**

18.	Aprobar Ordenanza que Deroga la Ordenanza LEDA Número 304-2019, The Boutique Unlimited Doña Ana.	Denisse Carter, Administradora de Desarrollo Económico
19.	Resolución para declarar condiciones de sequía severa en el condado de Doña Ana	Andrew Bowen, Jefe Interino de Bomberos

• **APORTES DE LA COMISIÓN (SEGUIMIENTO)**

• **CORRESPONDENCIA**

20. Correspondencia recibida por el Condado de Doña Ana.

LA COMISIÓN PUEDE REUNIRSE EN SESIÓN CERRADA. La Junta de Comisionados del Condado se reunirá en una sesión cerrada para discutir un asunto de personal relacionado con un empleado individual y para discutir la compra, adquisición o disposición de bienes inmuebles o derechos de agua según lo autorizado por la Ley de Reuniones Abiertas, §§Sección 10-15-1(H)(2) y (H)(8) (NMSA 1978).

LA COMISIÓN PODRÁ REUNIRSE EN SESIÓN ABIERTA para tomar medidas, si las hubiere, sobre los temas de la sesión cerrada.

LA COMISIÓN CIERRA LA SESIÓN MIENTRAS LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO CELEBRAN SESIÓN ABIERTA

ESTA AGENDA ESTÁ SUJETA A CAMBIOS

NOTA: El condado de Doña Ana garantizará una comunicación efectiva con las personas con discapacidades y, previa solicitud, proporcionará ayudas y servicios auxiliares de comunicación para brindarles a esas personas la misma oportunidad de participación en reuniones, eventos o actividades patrocinados por el condado de Doña Ana. Cualquier solicitud debe hacerse al Coordinador de la Ley de Estadounidenses con Discapacidades, por escrito o por teléfono, al menos dos días hábiles antes del evento en el que se necesita la adaptación. Si tiene alguna pregunta sobre ejemplos de adaptaciones razonables, comuníquese con el coordinador de ADA al 525-5884 (voz) o al 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Los servicios de interpretación en español ahora están disponibles a pedido para participar en reuniones, eventos o actividades patrocinados por el condado de Doña Ana. Comuníquese con la Oficina de Servicios Comunitarios y Constituyentes al (575) 525-6163, al menos 48 horas antes del evento. Por favor ponerse en contacto con la Oficina de Servicio a la Comunidad y Constituyentes (575) 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Treasurer's Office **Initiating Department**	June 10, 2025 **Meeting Date**
Marisol Richardson, County Treasurer **Contact Person**	1 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

DOÑA ANA COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF MARCH 2025.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Request for consent approval of the Monthly Financial Report. Approval confirms its review by the commission and its availability to the public

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Financial Reports include the following pages:
Summary of Cash
Investment Detail
Fund Report
Bond Schedule
Schedule of Debt

SUMMARY OF FINANCIAL IMPACT

The Treasurer's report provides an overview of the financial health of the Doña Ana County governmental body and its subsidiaries.

ADMINISTRATIVE REVIEW AND APPROVAL

Mireya Hernandez, Accounting Manager	Created/Initiated - 5/21/2025
Eric Rodriguez, Chief Deputy County Treasurer	Approved - 5/21/2025
Marisol Richardson, County Treasurer	Approved - 5/26/2025
Asma Dawood, Finance Director	Approved - 5/27/2025
Scott Andrews, County Manager	Final Approval - 5/28/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** Yes	**Deadline for Return:**

FROM THE OFFICE OF THE

Doña Ana County Treasurer

DOÑA ANA COUNTY

Treasurer's Financial Report

March 2025

Distributed on June 10, 2025

Distributed to:

Doña Ana County Board of Commissioners

County Manager-Scott Andrews

County Clerk-Amanda Lopez Askin, Ph. D.

Controller-Nasreen Nelson, CPA

845 N. Motel Blvd Las Cruces, NM 88007 | Phone: (575) 647-7433 | www.donaanacounty.org

Treasurer's Monthly Financial Reports
As of March 31, 2025

Table of Contents

DOÑA ANA COUNTY
Cash and Investment Reconciliation
As of
March 31, 2025

		Bank Statement	Outstanding Deposits	Outstanding Remittance	Adjustments		General Ledger
Cash on Hand:							
11100	Cash Treasurer's Department	3,000.00					3,000.00
11200	Petty Cash - Other Departments	6,912.05					6,912.05
	Total	9,912.05					9,912.05
Cash in Banks:							
11103	Wells Fargo Depository Account	1,088,436.20	714,192.01	(6,295,433.21)	0.00		(4,492,805.00)
11139	Wells Fargo-CRRUA	792,931.00	33,500.90	(176,761.25)	0.00		649,670.65
11143	Wells Fargo-Self Funded Health Insurance	730,944.55			0.00		730,944.55
11145	Inmate Trust Fund-Keefe	260,040.11	25,085.29	(71,906.94)	(92,520.95)	A	120,697.51
11146	Wells Fargo-Property Tax	125,458.71	166,064.27	(41,979.92)	0.00		249,543.06
11460	Earned Premium/Discount	0.00			0.00		0.00
12050	Returned Checks	3,710.40			0.00		3,710.40
	Sub-total	3,001,520.97					(2,738,238.83)
Investments:							
11112	Investments--Detail on page 6	214,808,655.87			181,500.00	B	214,990,155.87
11465	Fair Value Adjustment	(1,611,832.09)			0.02		(1,611,832.07)
	Investments at Fair Market Value	213,196,823.78					213,378,323.80
11319	Investments--CRRUA	4,518,688.36			0.00		4,518,688.36
	Unrecorded Cash				14,514.77	C	14,514.77
	Total All Interfund Accounts	220,726,945.16	938,842.47	(6,586,081.32)	103,493.84		215,183,200.15

A Misc Adjustment- Outstanding Payables ($55,062.04) + Reconciling Items ($37,458.91)

B Pending unrealized loss posting $181,500.00

C Unrecorded cash transactions due to new ERP system set-up $14,514.77

Camino Real Regional Utility Authority Unclaimed Property	(213.04)
Doña Ana County Unclaimed Property	(273.26)
Doña Ana County Due to Suspense	17,866.08
Doña Ana County Deferred Revenue	(2,865.01)
	14,514.77

FY 25
MARISOL RICHARDSON, Treasurer
As of 3/31/2025

Doña Ana County ~ INVESTMENTS

#	TYPE	INVEST DATE	MATURITY DATE	TERMS DAYS/PYMT	RATE	HOLDING AGENCY BANK	ID NUMBER	COST AMOUNT	FAIR MARKET VALUE
					LOCAL BANKS				
1	CD	04/12/23	04/12/25	Mon	3.5000	Citizens Bank	115283134	1,000,000.00	1,000,000.00
2	CD	08/03/23	08/03/25	Mon	4.9000	First American	325517432	500,000.00	500,000.00
3	CD	02/07/24	08/07/25	Mon	4.4090	Sunflower - First Nat'l	1086300489	1,000,000.00	1,000,000.00
4	CD	11/07/24	08/07/25	Qtrly	4.4500	First New Mexico	52294131	552,278.84	552,278.84
5	CD	10/07/23	10/07/25	Mon	5.5000	Century Bank	510100043	250,000.00	250,000.00
6	CD	03/25/25	12/25/25	Mon	4.1000	First American	325517435	500,000.00	500,000.00
7	CD	01/03/23	01/03/26	Qtrly	3.2500	First Savings Bank	13408419	3,217,734.78	3,217,734.78
8	CD	02/28/24	02/28/26	Mon	4.7930	Firstlight FCU	9775244-0203	2,197,251.80	2,197,251.80
9	CD	03/06/23	03/06/26	Mon	4.3500	Century Bank	518000435	2,000,000.00	2,000,000.00
10	CD	03/07/24	03/07/26	Mon	4.6100	First American	325517433	1,000,000.00	1,000,000.00
11	CD	04/11/24	04/11/26	Mon	3.5000	Citizens Bank	115283135	1,000,000.00	1,000,000.00
12	CD	04/05/24	05/05/26	Mon	4.4100	WestStar Bank	7768597	1,041,102.88	1,041,102.88
13	CD	02/13/24	02/13/27	Mon	4.1000	Western Heritage - NUSENDA CU	100575	250,000.00	250,000.00
14	Svgs	03/01/25	03/31/25	Mon	0.2000	Firstlight FCU	9775244-0001	27.38	27.38
15	Chkng	03/01/25	03/31/25	Mon	0.0000	Wells Fargo Bank	4431921998	6,355.48	6,355.48
						LOCAL BANKS	***SUB-TOTAL***	***14,514,751.16***	***14,514,751.16***
16	DAC	12/17/08	12/15/33	6 Mon	2.0000	Doña Ana County	Series 2008	**3,405,000.00**	**3,405,000.00**
						DAC REVENUE BOND	***SUB-TOTAL***	**3,405,000.00**	**3,405,000.00**
17	MM-PT	03/01/25	03/31/25	Daily	4.2700	WFB AGI Gov MMF Sel 3802	1BC20521	4,116,407.63	4,116,407.63
								4,116,407.63	**4,116,407.63**
18	MM - MAIN	03/01/25	03/31/25	Daily	4.2700	WFB AGI Gov MMF Sel 3802	1BB65574	833,730.01	833,730.01
								49,967,619.44	**49,967,619.44**
19	MM-ARPA	03/01/25	03/31/25	Daily	4.2500	WFS RBC US Govt MMF MM	1BC72524	12,429,998.32	12,429,998.32
								12,429,998.32	**12,429,998.32**
20	MM-HLTHCARE	03/01/25	03/31/25	Daily	4.2500	WFS Invesco Prem US Govt 1949 MMF	1BD01328	6,980,333.13	6,980,333.13
								6,980,333.13	**6,980,333.13**
						OPERATING MONEY MARKETS	***SUB-TOTAL***	***73,494,358.52***	***73,494,358.52***
21	Agency	08/09/22	08/27/25	6 Mon	0.6000	Federal Home Loan Bank	3130AJZ36	92,000.00	98,503.00
22	Agency	12/15/20	12/15/25	6 Mon	0.6000	Federal Home Loan Bank	3130AKJW7	1,000,000.00	975,240.00
23	Agency	11/19/24	08/26/27	Mon	4.4431	Federal Home Loan Bank	3130ALAX2	113,576.25	116,267.50
24	Agency	03/09/21	09/09/26	6 Mon	0.4000	Federal Home Loan Bank	3130ALB78	1,995,000.00	1,909,060.00
25	Agency	02/26/21	02/26/26	6 Mon	0.8722	Federal Home Loan Bank	3130ALEK6	995,500.00	971,470.00
26	Agency	02/25/21	08/25/27	Mon	1.0000	Federal Home Loan Bank	3130ALE26	200,000.00	186,366.00
27	Agency	03/29/21	03/29/29	6 Mon	1.0000	Federal Home Loan Bank	3130ALLW2	1,000,000.00	925,660.00
28	Agency	03/30/21	03/30/26	6 Mon	1.0000	Federal Home Loan Bank	3130ALMM3	1,000,000.00	969,160.00
29	Agency	05/27/21	11/27/26	6 Mon	1.0000	Federal Home Loan Bank	3130AMHE5	999,750.00	951,360.00
30	Agency	06/30/21	06/30/26	6 Mon	1.0000	Federal Home Loan Bank	3130AMWU2	1,000,000.00	962,230.00
31	Agency	07/28/21	07/28/28	6 Mon	0.5000	Federal Home Loan Bank	3130ANCS7	2,000,000.00	1,896,180.00
32	Agency	07/15/21	07/15/26	6 Mon	0.7500	Federal Home Loan Bank	3130AN5F3	200,000.00	193,664.00
33	Agency	07/22/21	04/22/25	6 Mon	0.7500	Federal Home Loan Bank	3130AN5J5	200,000.00	199,586.00
34	Agency	07/21/21	04/21/25	6 Mon	0.6250	Federal Home Loan Bank	3130AN7M6	200,000.00	199,584.00
35	Agency	10/21/21	10/28/26	6 Mon	1.0500	Federal Home Loan Bank	3130APFU4	996,500.00	954,810.00
36	Agency	01/26/22	01/26/26	6 Mon	1.1250	Federal Home Loan Bank	3130AQJJ3	1,994,000.00	1,962,840.00
37	Agency	02/08/22	02/27/26	6 Mon	1.8000	Federal Home Loan Bank	3130AQWH2	1,000,000.00	980,200.00
38	Agency	02/24/22	02/24/27	6 Mon	2.0500	Federal Home Loan Bank	3130AQWJ8	1,000,000.00	963,400.00
39	Agency	02/24/22	02/24/27	6 Mon	2.0200	Federal Home Loan Bank	3130AQW33	4,000,000.00	3,851,440.00
40	Agency	02/04/22	08/28/25	6 Mon	1.7500	Federal Home Loan Bank	3130AQX73	1,000,000.00	989,640.00
41	Agency	02/28/22	02/24/27	6 Mon	2.2500	Federal Home Loan Bank	3130AQYA5	2,000,000.00	1,933,900.00
42	Agency	06/03/24	12/22/26	6 Mon	1.7500	Federal Home Loan Bank	3130AQ2B8	94,205.00	97,692.00
43	Agency	03/30/22	03/25/27	6 Mon	2.7500	Federal Home Loan Bank	3130ARAB7	100,000.00	97,563.00
44	Agency	05/17/22	11/17/25	6 Mon	3.0500	Federal Home Loan Bank	3130ART84	500,000.00	496,150.00
45	Agency	05/17/22	05/17/27	6 Mon	3.3750	Federal Home Loan Bank	3130ARU74	1,000,000.00	985,480.00
46	Agency	03/21/25	06/11/27	6 Mon	4.1250	Federal Home Loan Bank	3130AWBZ2	2,012,960.00	2,008,240.00
47	Agency	02/12/24	02/12/29	6 Mon	4.4000	Federal Home Loan Bank	3130AYWG7	1,000,000.00	1,001,510.00
48	Agency	02/22/24	02/15/29	6 Mon	5.0000	Federal Home Loan Bank	3130AYYJ9	1,925,000.00	1,925,192.50
49	Agency	03/07/24	03/06/28	6 Mon	4.7500	Federal Home Loan Bank	3130B0EA3	1,000,000.00	1,000,890.00
50	Agency	03/06/24	03/08/29	6 Mon	4.6500	Federal Home Loan Bank	3130B0EF2	1,000,000.00	1,005,060.00
51	Agency	10/24/24	10/02/29	6 Mon	3.9500	Federal Home Loan Bank	3130B32F9	197,500.00	197,624.00
52	Agency	03/12/25	03/12/30	6 Mon	4.5000	Federal Home Loan Bank	3130B5EX2	1,000,000.00	999,020.00
53	Agency	03/31/25	01/01/30	Mon	4.0000	Freddie Mac	3132XFVJ4	4,937,500.00	4,905,205.00

#	TYPE	INVEST DATE	MATURITY DATE	TERMS DAYS/PYMT	RATE	HOLDING AGENCY BANK	ID NUMBER	COST AMOUNT	FAIR MARKET VALUE
54	Agency	02/10/23	06/22/27	6 Mon	0.8750	Federal Farm Credit Bank	3133ELN34	143,302.50	153,991.20
55	Agency	09/16/20	09/16/25	6 Mon	0.5500	Federal Farm Credit Bank	3133EL7K4	1,000,000.00	983,190.00
56	Agency	07/13/23	10/19/28	6 Mon	1.0000	Federal Farm Credit Bank	3133EMDH2	138,600.00	148,488.45
57	Agency	04/09/21	11/24/26	6 Mon	0.7400	Federal Farm Credit Bank	3133EMHC9	983,000.00	948,360.00
58	Agency	12/16/20	12/16/26	6 Mon	0.7500	Federal Farm Credit Bank	3133EMKK7	1,090,747.00	1,039,566.00
59	Agency	12/21/20	06/21/27	6 Mon	0.7900	Federal Farm Credit Bank	3133EMKZ4	300,000.00	279,474.00
60	Agency	12/23/20	12/23/25	6 Mon	0.5000	Federal Farm Credit Bank	3133EMLR1	300,000.00	292,179.00
61	Agency	08/09/22	01/05/27	6 Mon	0.6400	Federal Farm Credit Bank	3133EMMB5	44,875.00	47,157.00
62	Agency	06/30/21	06/30/26	6 Mon	0.9100	Federal Farm Credit Bank	3133EMP22	1,000,000.00	961,370.00
63	Agency	02/26/21	02/26/29	6 Mon	1.2000	Federal Farm Credit Bank	3133EMRF1	994,250.00	895,550.00
64	Agency	03/17/21	03/15/29	6 Mon	1.5500	Federal Farm Credit Bank	3133EMSX1	1,000,000.00	905,970.00
65	Agency	02/08/24	03/23/27	6 Mon	1.3000	Federal Farm Credit Bank	3133EMUC4	68,368.50	71,136.00
66	Agency	03/30/21	03/30/27	6 Mon	1.3000	Federal Farm Credit Bank	3133EMUQ3	1,000,000.00	948,070.00
67	Agency	04/20/21	03/30/26	6 Mon	0.8100	Federal Farm Credit Bank	3133EMUZ3	999,300.00	968,460.00
68	Agency	04/23/21	04/21/25	6 Mon	0.7100	Federal Farm Credit Bank	3133EMWH1	2,000,000.00	1,995,900.00
69	Agency	04/28/21	04/28/26	6 Mon	0.9400	Federal Farm Credit Bank	3133EMXQ0	2,000,000.00	1,934,420.00
70	Agency	04/28/21	04/28/25	6 Mon	0.6100	Federal Farm Credit Bank	3133EMXR8	2,000,000.00	1,994,320.00
71	Agency	02/17/22	01/18/28	6 Mon	1.8300	Federal Farm Credit Bank	3133ENLE8	98,050.00	94,273.00
72	Agency	03/10/22	03/10/26	6 Mon	2.2200	Federal Farm Credit Bank	3133ENRG7	1,000,000.00	982,020.00
73	Agency	03/30/22	03/30/26	6 Mon	2.7700	Federal Farm Credit Bank	3133ENST8	1,746,500.00	1,725,605.00
74	Agency	04/21/22	10/20/25	6 Mon	3.0900	Federal Farm Credit Bank	3133ENUZ1	1,000,000.00	993,240.00
75	Agency	05/26/22	05/26/26	6 Mon	3.3750	Federal Farm Credit Bank	3133ENXS4	1,000,000.00	991,060.00
76	Agency	07/11/22	06/20/25	6 Mon	3.3750	Federal Farm Credit Bank	3133ENZG8	2,012,000.00	1,995,740.00
77	Agency	05/09/23	05/09/25	6 Mon	4.0000	Federal Farm Credit Bank	3133EPJF3	1,000,000.00	999,590.00
78	Agency	06/08/23	12/08/25	6 Mon	4.1250	Federal Farm Credit Bank	3133EPMB8	1,000,000.00	999,470.00
79	Agency	09/25/23	09/25/26	6 Mon	5.2000	Federal Farm Credit Bank	3133EPWS0	1,000,000.00	1,001,550.00
80	Agency	03/31/25	03/18/30	6 Mon	4.3300	Federal Farm Credit Bank	3133ER7E5	2,000,000.00	1,998,560.00
81	Agency	12/15/23	06/30/27	6 Mon	1.0000	Freddie Mac	3134GVW87	22,342.50	23,386.25
82	Agency	03/22/23	10/28/26	6 Mon	0.8000	Freddie Mac	3134GW6C5	132,622.50	142,654.50
83	Agency	08/26/22	08/28/25	6 Mon	4.1500	Freddie Mac	3134GXR97	2,000,000.00	1,997,260.00
84	Agency	11/22/24	11/20/29	6 Mon	4.3750	Freddie Mac	3134HAA94	1,520,425.00	1,516,124.50
85	Agency	08/14/24	08/14/29	6 Mon	4.0000	Freddie Mac	3134HADL4	1,977,000.00	1,967,900.00
86	Agency	08/24/24	08/20/27	6 Mon	4.0000	Freddie Mac	3134HAFS7	992,000.00	993,280.00
87	Agency	03/27/25	03/27/30	6 Mon	4.2500	Freddie Mac	3134HBDM0	1,999,000.00	1,995,720.00
88	Agency	03/27/25	03/27/29	6 Mon	4.0000	Freddie Mac	3134HBDT5	1,998,000.00	1,985,160.00
89	Agency	04/11/24	04/09/29	6 Mon	5.4000	Freddie Mac	3134H1C43	1,000,000.00	1,000,260.00
90	Agency	06/27/24	06/27/29	6 Mon	4.6250	Freddie Mac	3134H14E0	1,990,000.00	1,997,160.00
91	Agency	06/28/24	06/26/29	6 Mon	5.0500	Fannie Mae	3135GATY7	1,000,000.00	1,003,210.00
92	Agency	03/23/21	04/22/25	6 Mon	0.6250	Fannie Mae	3135G03U5	1,000,000.00	997,820.00
93	Agency	12/30/20	12/30/25	6 Mon	0.6400	Fannie Mae	3135G06Q1	300,480.00	292,290.00
94	Agency	10/20/20	10/20/25	6 Mon	0.5000	Fannie Mae	3136G44U4	1,000,000.00	979,410.00
95	Agency	08/12/22	05/01/27	Mon	3.0900	Fannie Mae	3138LJDD9	102,372.75	101,501.87
96	Agency	09/25/24	09/18/29	6 Mon	3.9700	Farmer Mac	31424WNX6	99,900.00	98,374.00
97	Agency	03/12/25	03/12/30	6 Mon	4.5000	Farmer Mac	31424WWH1	2,000,000.00	2,001,080.00
								83,806,627.00	**82,351,487.77**
98	Agency	03/16/23	04/01/28	Mon	2.5000	Freddie Mac	3132ADCM8	24,865.36	27,430.76
99	Agency	01/23/23	07/01/26	Mon	3.5000	Freddie Mac	3132A7A27	24,080.21	26,323.80
100	Agency	02/06/24	05/25/26	Mon	2.4880	Fannie Mae	3136ASVZ6	62,720.81	64,804.02
101	Agency	05/28/24	10/25/26	Mon	2.4170	Fannie Mae	3136AUG21	130,668.29	134,856.37
102	Agency	09/30/22	11/25/27	Mon	2.9620	Fannie Mae	3136AY2H5	99,487.53	105,655.09
103	Agency	10/31/24	09/25/30	Mon	5.6078	Freddie Mac	3137F62A4	103,901.55	103,764.38
104	Agency	01/09/24	02/01/27	Mon	3.2500	Fannie Mae	3138LGZ58	64,408.98	65,892.19
105	Agency	09/22/23	12/01/27	Mon	2.1000	Fannie Mae	3138L12D0	87,650.38	95,125.16
106	Agency	01/18/24	01/01/26	Mon	3.8100	Fannie Mae	3138L5TK6	42,551.63	43,561.02
107	Agency	12/18/23	02/01/28	Mon	2.5000	Fannie Mae	3138NXF51	67,820.47	71,187.76
108	Agency	09/29/23	12/01/28	Mon	3.5000	Fannie Mae	3138WANW3	88,477.07	93,759.32
109	Agency	08/28/23	04/01/29	Mon	3.0000	Fannie Mae	3138XQBG5	25,964.64	27,677.26
110	Agency	06/26/24	11/01/31	Mon	2.5000	Fannie Mae	3140F5BK8	70,296.66	72,263.03
111	Agency	01/10/24	07/01/27	Mon	2.8100	Fannie Mae	3140HVCS1	34,732.65	35,847.74
112	Agency	02/01/24	07/01/29	Mon	3.5000	Fannie Mae	3140XNYR9	57,027.43	58,602.33
113	Agency	04/26/23	01/01/26	Mon	4.0000	Fannie Mae	31416XLY4	2,378.23	2,956.01
114	Agency	08/11/22	05/01/27	Mon	3.0000	Fannie Mae	31418CKY9	21,395.35	21,686.56
								1,008,427.24	**1,051,392.81**
115	Muni-Strip	02/21/20	09/15/27	6 Mon	Variable	Tenn Valley Auth	88059E4Z4	238,658.75	248,800.75
								238,658.75	**248,800.75**
116	UST	06/22/09	11/15/27	6 Mon	Variable	US Treasury Bond (Strips)	912803BM4	202,185.06	418,313.28
117	UST	03/22/21	10/31/27	6 Mon	0.5000	US Treasury Note	91282CAU5	476,015.00	458,690.00
118	UST	10/02/23	03/31/27	6 Mon	2.5000	US Treasury N/B	91282CEF4	92,703.13	97,344.00
119	UST	07/13/23	04/30/27	6 Mon	2.7500	US Treasury N/B	91282CEN7	94,839.84	97,715.00
120	UST	09/29/23	10/15/25	6 Mon	4.2500	US Treasury N/B	91282CFP1	98,339.84	100,022.00
121	UST	04/19/24	10/31/27	6 Mon	4.1250	US Treasury Note	91282CFU0	980,720.00	1,005,660.00
122	UST	09/25/24	12/31/27	6 Mon	3.8750	US Treasury N/B	91282CGC9	151,916.02	149,965.50
123	UST	03/12/25	02/28/30	6 Mon	4.0000	US Treasury N/B	91282CGQ8	1,992,720.00	2,004,540.00

#	TYPE	INVEST DATE	MATURITY DATE	TERMS DAYS/PYMT	RATE	HOLDING AGENCY BANK	ID NUMBER	COST AMOUNT	FAIR MARKET VALUE
124	UST	09/25/24	03/31/28	6 Mon	3.6250	US Treasury N/B	91282CGT2	348,607.43	347,455.50
125	UST	11/07/23	04/15/26	6 Mon	3.7500	US Treasury N/B	91282CGV7	146,326.17	149,532.00
126	UST	03/21/25	05/15/26	6 Mon	3.6250	US Treasury N/B	91282CHB0	1,994,380.00	1,991,180.00
127	UST	09/29/23	09/15/26	6 Mon	4.6250	US Treasury N/B	91282CHY0	99,335.94	100,938.00
128	UST	11/07/23	10/15/26	6 Mon	4.6250	US Treasury N/B	91282CJC6	104,675.98	106,041.60
129	UST	04/19/24	04/15/27	6 Mon	4.5000	US Treasury Note	91282CKJ9	992,850.00	1,011,520.00
130	UST	06/03/24	05/31/26	6 Mon	4.8750	US Treasury N/B	91282CKS9	149,964.84	151,411.50
131	UST	06/03/24	05/31/29	6 Mon	4.5000	US Treasury N/B	91282CKT7	99,925.78	102,168.00
132	UST	07/05/24	06/15/27	6 Mon	4.6250	US Treasury N/B	91282CKV2	175,635.74	177,686.25
133	UST	07/05/24	06/30/29	6 Mon	4.2500	US Treasury N/B	91282CKX8	174,391.60	177,133.25
134	UST	07/05/24	06/30/26	6 Mon	4.6250	US Treasury N/B	91282CKY6	179,732.81	181,335.60
135	UST	08/28/24	08/15/27	6 Mon	3.7500	US Treasury N/B	91282CLG4	250,048.83	249,170.00
136	UST	02/15/18	05/15/27	6 Mon	2.3750	US Treasury N/B	912828X88	105,334.03	106,584.50
137	UST	03/22/21	04/30/27	6 Mon	0.5000	US Treasury Note	912828ZN3	481,235.00	466,290.00
138	UST	08/25/23	08/15/27	6 Mon	2.2500	US Treasury N/B	9128282R0	22,952.15	24,077.25
								9,414,835.19	**9,674,773.23**
139	CD	02/19/21	02/18/26	3 Mon	0.5500	BMO Harris Bk	05600XBY5	250,000.00	242,292.50
140	CD	08/26/20	08/26/25	Mon	0.4000	Bank Kremlin Oklahoma	063046AN6	250,000.00	246,142.50
141	CD	09/23/20	09/23/25	Mon	0.3500	Bank Mingo Williamson	063626AC9	250,000.00	245,420.00
142	CD	08/27/21	02/27/26	Mon	0.5500	Bank OZK	06417NA45	250,000.00	242,067.50
143	CD	04/07/21	10/07/27	Mon	1.1000	Bankers Bk Madison WIS	06610RBF5	250,000.00	232,065.00
144	CD	03/19/21	03/19/26	Mon	0.8000	BankUnited A Svgs Bk Miami	066519QR3	250,000.00	242,182.50
145	CD	06/25/24	06/25/29	Mon	5.3500	Bom Bank Natchitoches	09776DAG9	250,000.00	250,540.00
146	CD	10/07/20	10/07/25	Mon	0.4000	Bridgewater Bk Bloomington	108622KZ3	250,000.00	245,127.50
147	CD	03/30/21	03/30/26	6 Mon	0.7000	CFG Cmnty Bk Baltimore MD	12527CDW9	250,000.00	241,712.50
148	CD	11/08/21	11/17/26	6 Mon	1.1000	Capital One Natl Assn	14042RQB0	250,000.00	238,352.50
149	CD	09/29/20	09/29/25	Mon	0.3500	Carver St Bk	147021AM1	250,000.00	245,270.00
150	CD	09/01/21	03/22/27	6 Mon	0.7500	Chambers Bk Danville	157767AK0	250,000.00	234,255.00
151	CD	03/22/21	03/22/27	Mon	0.9500	Connectone Bk Englewood	20786ADH5	250,000.00	235,150.00
152	CD	08/30/21	02/27/26	Mon	0.5500	Continental BK Salt Lake	211163MJ6	250,000.00	242,017.50
153	CD	03/26/21	03/26/30	Mon	1.6000	Country Club Bk Kansas City MO	222327AF5	250,000.00	221,622.50
154	CD	04/26/24	04/26/28	6 Mon	4.3500	Cross Riv Bk Teaneck NJ	227563GH0	250,000.00	251,577.50
155	CD	05/14/20	05/14/25	6 Mon	0.8500	Enterprise Bank	29367RLM6	250,000.00	248,952.50
156	CD	09/18/20	09/18/25	Mon	0.3500	Financial Fed Bk Memphis	31749TBK2	250,000.00	245,542.50
157	CD	10/15/20	04/28/25	Mon	0.3000	First Carolina Bk	31944MBC8	250,000.00	249,222.50
158	CD	09/30/20	09/30/25	Mon	0.3500	First Choice Bk Cerritos	319461DA4	250,000.00	245,245.00
159	CD	09/30/20	09/30/25	Mon	0.3500	First Gen Bk Rowland	320337DK1	250,000.00	245,245.00
160	CD	04/23/24	04/21/28	Mon	4.5000	First National Bk Damariscotta	32117BGT9	250,000.00	252,720.00
161	CD	04/22/24	04/21/28	Mon	4.2500	First National Bk & Tr CO Chiccd	321207AY8	250,000.00	250,927.50
162	CD	12/16/22	12/16/27	Mon	4.2500	First St Bk Gothenburg Neb	336462CW4	250,000.00	249,985.00
163	CD	04/01/21	04/03/28	Mon	1.1500	Freedom Finl Bk West Des	35637RDL8	250,000.00	229,025.00
164	CD	09/01/21	08/20/25	Mon	0.5500	Grant County Bk	38762PDT6	250,000.00	246,435.00
165	CD	10/28/20	11/13/25	Mon	0.4000	Hiawatha Natl Bk	428548AU5	250,000.00	244,215.00
166	CD	03/19/21	03/19/27	6 Mon	0.8000	Home Svgs Bk Chanute KS	43733WAH6	250,000.00	234,547.50
167	CD	07/15/21	07/15/27	Mon	1.0500	Live Oak Bkg Co Wilmington	538036QT4	250,000.00	233,397.50
168	CD	12/09/22	12/09/26	6 Mon	4.8000	Morgan Stanley Bk	61773TNK5	250,000.00	250,267.50
169	CD	09/29/20	09/29/25	6 Mon	0.4000	New Haven Bk Conn	64500LAC8	250,000.00	245,285.00
170	CD	08/20/20	08/20/25	Mon	0.4500	Northeast Cmnty Bk	664122AF5	250,000.00	246,337.50
171	CD	05/22/20	05/22/25	Mon	0.9000	Park St Bk	70086VAB7	250,000.00	248,772.50
172	CD	05/22/20	05/22/25	Mon	0.8000	Peoples BK	710673AD6	250,000.00	248,737.50
173	CD	05/22/20	05/22/25	Mon	0.9000	Ponce Bank	732329AP2	250,000.00	248,772.50
174	CD	07/14/21	07/14/26	6 Mon	1.0000	Sallie Mae Bk Murray Utah	7954507A7	250,000.00	240,397.50
175	CD	06/02/20	06/13/25	Mon	1.0000	Texas Exchange BK	88241THJ2	250,000.00	248,325.00
176	CD	06/29/20	06/30/25	6 Mon	0.9000	Toyota Finl Svgs Bk	89235MJV4	250,000.00	247,870.00
177	CD	03/26/21	03/24/28	Mon	1.1000	Washington Cnty Bk Neb	93754PAT4	250,000.00	228,830.00
								9,750,000.00	**9,484,850.00**
178	MUNI	01/05/24	07/01/29	6 Mon	1.8850	Albuquerque NM GRT	01354MHT1	43,316.50	45,103.00
179	MUNI	02/06/23	07/01/25	6 Mon	1.3700	Albuquerque NM GRT	01354MJE2	79,363.65	84,409.25
180	MUNI	12/20/21	08/01/26	6 Mon	1.0970	Albuquerque NM Schl	013595XA6	34,331.50	33,552.40
181	MUNI	03/26/25	11/15/30	6 Mon	3.9230	Houston TX Util Sys	44244CTP2	983,720.00	975,760.00
182	MUNI	10/12/21	08/01/29	6 Mon	1.4000	Las Cruces NM School Dist 2	517534YT4	145,000.00	128,084.30
183	MUNI	10/14/20	06/15/27	6 Mon	1.1020	NM Finance Authority	64711PGC8	100,100.00	93,631.00
184	MUNI	10/01/20	06/15/28	6 Mon	1.3710	NM Finance Authority	64711PGD6	1,605,439.47	1,432,867.05
185	MUNI	01/10/20	04/01/28	6 Mon	3.4000	New Mexico St Univ	647429Z93	195,511.70	180,103.05
186	MUNI	04/12/21	06/01/25	6 Mon	0.8600	Rio Rancho NM GRT	767169EM3	104,720.70	104,397.30
187	MUNI	09/23/21	08/01/25	6 Mon	0.6500	Rio Rancho N Mex PSDist	767171RT0	500,000.00	494,135.00
188	MUNI	03/26/25	02/15/29	6 Mon	2.2700	University Houston TX	914302HF4	931,430.00	933,530.00
189	MUNI	09/24/20	06/01/29	6 Mon	2.7190	University of NM	9146924B1	109,039.00	94,067.00
190	MUNI	09/24/21	06/01/31	6 Mon	2.9190	University of NM	9146924D7	65,004.60	55,009.20
191	MUNI	11/04/22	06/01/26	6 Mon	0.9790	University of NM	9146924L9	321,744.80	356,598.60
192	MUNI	03/11/21	06/01/27	6 Mon	1.2380	University of NM	9146924M7	356,196.45	351,975.00
193	MUNI	04/17/23	06/01/29	6 Mon	1.6320	University of NM	9146924P0	168,314.25	175,422.00
								5,743,232.62	**5,538,644.15**

#	TYPE	INVEST DATE	MATURITY DATE	TERMS DAYS/PYMT	RATE	HOLDING AGENCY BANK	ID NUMBER	COST AMOUNT	FAIR MARKET VALUE
194	MM	03/01/25	03/31/25	Mon	0.0000	First American US Treas MM	31846V450	3,342,778.68	3,342,778.68
								3,342,778.68	**3,342,778.68**
195	SAV	03/01/25	03/31/25	Mon	0.0000	FICA Fed Ins Cash	492317546	10,089,986.71	10,089,986.71
								10,089,986.71	**10,089,986.71**
						MAIN PORTFOLIO	***SUB-TOTAL***	***123,394,546.19***	***121,782,714.10***
					MARCH, 2025		***TOTAL $***	**214,808,655.87**	**213,196,823.78**

DOÑA ANA COUNTY

Bank Interfund Account Control

March 31, 2025

FUND	ACCOUNT	ENDING BALANCE
Conversion	Conversion	1,341.64
F-001	General Fund	40,342,559.81
F-002	DASO General Fund	10,872,001.21
F-003	Fire Chief - General Fund	3,888,207.26
F-004	Gross Receipts	6,413,603.79
F-005	Manager's Strategic Contingency Fd.	1,243,600.02
F-006	Environmental Expense Fund	1,070,954.46
F-007	Hospital Revenue	3,971,393.26
F-008	Payment in Lieu of Taxes	1,248,103.55
F-009	Road	2,528,119.30
F-010	Emergency Fund	402,835.80
F-011	Hospital Lease	14,278,932.24
F-012	Province Health Care Gt	1,042,338.91
F-013	Utility Department	297,281.55
F-014	Griggs/Walnut Superfund Project	695,280.75
F-015	Detention Center Fund	8,283,020.88
F-016	DAC Acquisition Fund	123,575.43
F-017	Community Services	17,817.15
F-018	County Clerk Equipment Recording	332,114.38
F-019	Cost to State/Treasurer	-
F-020	County Treasurer's Fees	33,165.47
F-021	Environmental GRT Income	145,369.40
F-022	LATCH Local Assistance and Tribal	4,928,226.24
F-023	Affordable Housing Loan Fund	375,000.00
F-024	CARES Act	1,009.79
F-025	State Appropriations	5,010,614.96
F-026	Law Enforcement Fund	(2,101.64)
F-027	Civil Preparedness - State	(113,292.73)
F-028	Inmate Trust Fund	120,697.51
F-029	Corrections Fees	593,866.06
F-030	Farm & Range	57,306.12
F-031	Fire Protection Excise Tax	(310,490.95)
F-032	Fire Protection Expense Fund	7,785,383.41
F-033	Flood Control	10,428,148.15
F-034	Health Services Fund	11,422,393.09
F-035	Crisis Triage Center	2,713,239.17
F-036	Health Care Assistance Fund	4,352,709.52
F-037	Reappraisal Administrative Fees	894,600.44
F-038	LG Abatement Opioid Fund	5,388,936.36
F-039	Cannabis Regulation Act	588,908.46
F-040	Spaceport Gross Receipts Tax	23,682,173.34
F-041	Water & Sanitation GRT	-
F-042	Confiscated Assets	10.85
F-043	Law Enforcement Protection	280,157.63
F-044	Anthony EMS	(8,222.68)

DOÑA ANA COUNTY

Bank Interfund Account Control

March 31, 2025

FUND	ACCOUNT	ENDING BALANCE
F-045	Chamberino EMS	566.30
F-046	Chaparral EMS	3,149.76
F-047	Dona Ana EMS	(9,387.59)
F-048	Fairacres EMS	(3,921.65)
F-049	Garfield EMS	(2,738.94)
F-050	Las Alturas EMS	84.09
F-051	La Mesa EMS	(2,771.75)
F-052	La Union EMS	(783.98)
F-053	Mesquite EMS	(2,062.21)
F-054	Organ EMS	(4,721.55)
F-055	Radium Springs EMS	3,677.37
F-056	Rincon EMS	(1,323.39)
F-057	Santa Teresa EMS	116.31
F-058	University EMS	(2,037.74)
F-059	EMS - Emergicare/Anthony	69,149.82
F-060	EMS - Emergicare/Las Cruces	102,704.71
F-061	EMS - Emergicare/Sunland Park	36,284.69
F-062	EMS - NASA	6,496.24
F-063	EMS - SW Ambulance-Chaparral	47,432.04
F-064	EMS - Southwest MediVac - Las Cruce	12.83
F-065	EMS - Americare/Hatch	2.99
F-066	DAC Fire Protection Admin	758,129.73
F-067	University Park Fire District	34,462.32
F-068	DACFES North District	118,931.51
F-069	DACFES South District	805.95
F-070	Santa Teresa Fire District	737.38
F-071	Debt Service South Central 28-52/02	7.48
F-072	Debt Service La Union 30-61/02	10,490.22
F-073	Debt Service Salem 29-53/02	6,006.76
F-074	Debt Service - GO Bond Series 2013	273,226.19
F-075	2014 Sub Lien GRT Ref Rev Bond	45,430.16
F-076	1974-DW Drinking Water Loan	65,081.84
F-077	DS-2020 Energy Savings LN#PPRF-5057	-
F-078	DAC/Santa Teresa Airport	728,707.85
F-079	Salem/Ogas-Wastewater	140,333.28
F-080	South Central WWTP	108,333.87
F-081	Reserves - Utilities	255,524.39
F-082	La Union	733.90
F-083	Dona Ana Wastewater System	-
F-084	Las Palmeras/Montana Vista WW Servi	-
F-085	Rincon Wastewater	340,436.90
F-086	Chaparral WW System	1,211,417.53
F-087	Fleet	798,845.51
F-088	Children's Trust Fund	1,620.00
F-089	Property Tax Fund	3,430,789.01

DOÑA ANA COUNTY

Bank Interfund Account Control

March 31, 2025

FUND	ACCOUNT	ENDING BALANCE
F-090	CRRUA-Water	3,312,785.37
F-091	CRRUA-Wastewater	1,817,149.25
F-092	Sunland Park- Solid Waste	1,337.13
F-093	SCSWA-SOLID WASTE	290,004.85
F-094	CRRUA-SZPPA	-
F-095	NMED CWSRLF-Cnty Wide Utilities	-
F-101	Airport FAA Projects	(156,902.89)
F-102	HH Capital Improvement Projects	706,450.72
F-103	County Administrative Bldg- Project	3,234.28
F-104	OEM Facility Cap. Proj.	2,798,358.39
F-105	Road's Initiative	9,163,227.81
F-106	Detention Energy Infrastructure	13,648.98
F-107	BOE Warehouse	1,042,712.35
F-108	General Fixed Assets	-
F-151	Reserve- NMED CWSRL #1438047	289,884.12
F-152	Reserve - Flood Loan	-
F-153	Debt Service-2012 GRT Ref Rev Bond	379,830.93
F-201	Federal Grants	12,459,812.97
F-202	DWI Grant Fund	383,598.27
F-203	State Grants	(2,367,107.52)
F-204	Sheriffs Grants-State	54,346.69
F-205	Health Services Grant Fund	(601,303.12)
F-206	South Valley EMS	1,481.31
F-207	Long-Term Debt	-
F-208	Airport Rd-Special Assessment-2001A	-
F-209	Dona Ana Fire District	(2,745.00)
F-210	South Central Solid Waste Auth	-
F-211	Firefighter/EMT Recruitment Fund	800,064.67
F-212	Non-governmental Grant Funds	100,000.00
F-213	EMS Fund Act	702,461.10
	TOTAL PARTICIPATING FUNDS	215,183,200.15
F-000	Claim on Cash	215,183,200.15

Doña Ana County
DEBT SCHEDULE
March 31, 2025

(A) BOND	(B) FUND	(C) ISSUE DATE	(D) INTEREST RATE	(E) ORIGINAL AMOUNT OF DEBT ISSUE	(F) OUTSTANDING P & I BEG. MONTH	(G) PRINCIPAL PAID THIS MONTH	(H) INTEREST PAID THIS MONTH	(I) PRINCIPAL & INTEREST PAID YTD	(J) OUTSTANDING P & I END MONTH
GENERAL OBLIGATION BONDS									
G O Bond Series 2013	F-074	10/22/2013	2.00%	6,800,000	4,448,513	0	0	478,725	4,448,513
GO BOND TOTAL				**$6,800,000**	**$4,448,513**	**$0**	**$0**	**$478,725**	**$4,448,513**
REVENUE BONDS									
GRT Refunding Bonds Series 2012	F-153	11/13/2012	2.00%	4,870,000	1,606,700	0	0	29,700	1,606,700
2014 Sub Lien GRT Ref Revenue Bond	F-075	12/1/2014	3.00%	8,870,000	3,072,625	0	0	710,125	3,072,625
USDA RD - DAC WW System Improvement Revenue Bonds	F-086	9/19/2013	2.125%	343,000	369,370	0	0	12,971	369,370
REVENUE BOND TOTAL				**$14,083,000**	**$5,048,695**	**$0**	**$0**	**$752,796**	**$5,048,695**
OTHER LONG TERM DEBT (Loans, i.e NMFA, RUS, BOF)									
NM Finance Authority/2020 Energy Savings Project	F-077	2/21/2020	2.74%	4,592,145	5,414,216	0	0	57,276	5,414,216
NM Finance Authority/1974-DW DAC Water Project	F-076	9/11/2012	2.00%	1,478,798	735,215	0	0	5,938	735,215
NM Environmental Dept/Clean Water State Revolve Fnd	F-071/72/73	6/30/2003	2.00%	4,740,014	1,147,395	0	0	283,932	1,147,395
NMFA 2985-CIF Loan	F-080	4/18/2014	0.00%	140,000	70,000	0	0	0	70,000
NMFA 2988-CIF Loan	F-080	4/18/2014	0.00%	35,000	17,500	0	0	0	17,500
NMFA 3348-CIF Loan	F-086	3/18/2016	0.00%	90,000	51,554	0	0	0	51,554
NMFA 4642-CIF Loan	F-086	11/16/2018	0.00%	96,546	57,440	0	0	0	57,440
NMFA 5166-CIF Loan	F-080	6/25/2020	0.00%	254,550	241,823	0	0	12,728	241,823
NMFA 4909-CIF Loan	F-080	10/4/2019	0.00%	67,500	58,007	0	0	3,059	58,007
NMFA 5518-CIF	F-033	8/13/2021	0.00%	4,698	0	0	0	4,698	0
NMFA 5519-CIF	F-033	8/13/2021	0.00%	5,138	0	0	0	5,138	0
OTHER LONG TERM DEBT TOTAL				**$11,504,389**	**$7,793,149**	**$0**	**$0**	**$372,769**	**$7,793,149**

TOTAL					
ORIGINAL AMOUNT OF DEBT ISSUE	OUTSTANDING P & I BEG. MONTH	PRINCIPAL PAID THIS MONTH	INTEREST PAID THIS MONTH	PRINCIPAL & INTEREST PAID YTD	OUTSTANDING P & I END MONTH
$32,387,389	**$17,290,357**	**$0**	**$0**	**$1,604,290**	**$17,290,357**

Doña Ana County - PROPERTY TAX DISTRIBUTION

MARISOL RICHARDSON, **Doña Ana County Treasurer**, Las Cruces NM 88007

'Internal Control'

COLLECTION MONTH: **MARCH, 2025**
DISTRIBUTED: April 20, 2025

		FLOOD &	ADMIN		DEBITS
2024	Current Year Taxes - Undistributed	57,768.03	70.40	70040-00000-11900	2,813,994.04
2023	Prior Year Taxes - Undistributed	7,620.37	3.82	70040-00000-11900	289,917.17
2022	Prior Year Taxes - Undistributed	4,058.00	-	70040-00000-11900	185,527.45
2021	Prior Year Taxes - Undistributed	418.96	-	70040-00000-11900	13,459.45
2020 & BK	Prior Year Taxes - Undistributed	377.83	-	70040-00000-11900	21,208.32
		70,243.19	**74.22**	**Totals**	**3,324,106.43**
TRANSFERS				**To Flood & Admin**	**70,317.41**
TOTAL ALL FUNDS					**3,394,423.84**

DISTRIBUTED FUNDS	WORKDAY	BANNER	CREDITS
Current Year Property Taxes	100-000-3000	70040-00000-21501	905,843.81
Prior Year Property Taxes	100-000-3010	70040-00000-21551	134,502.87
Non-Rendition Penalty - Current Year Taxes	916-000-3600	70040-00000-21520	12,922.57
Non-Rendition Penalty - Prior Year Taxes	916-000-3610	70040-00000-21570	1,499.58
Delinquent Penalty - l% per month or $5.00 minimum - Current Year Taxes	100-000-3200	70040-00000-21519	28,154.39
Delinquent Penalty - l% per month or $5.00 minimum - Prior Year Taxes	100-000-3210	70040-00000-21569	22,117.69
Interest on Delinquent Taxes - Current Year Taxes	100-000-3100	70040-00000-21518	25,639.98
Interest on Delinquent Taxes - Prior Year Taxes	100-000-3110	70040-00000-21568	81,322.96
DA Branch College - Operational - Current Year Taxes	300-000-3000	70040-00000-21507	113,373.83
DA Branch College - Operational - Prior Year Taxes	300-000-3010	70040-00000-21557	17,189.18
DA Branch College - Debt Service Levy - Current Year Taxes	302-000-3000	70040-00000-21508	69,357.95
DA Branch College - Debt Service Levy - Prior Year Taxes	302-000-3010	70040-00000-21558	10,358.25
County Debt Service - G O Bonds - Current Year	101-000-3000	70040-00000-21506	7,490.67
County Debt Service - G O Bonds - Prior Years	101-000-3010	70040-00000-21556	1,217.11
Municipality of Las Cruces - Current Year Taxes	200-000-3000	70040-00000-21502	388,020.96
Municipality of Las Cruces - Prior Year Taxes	200-000-3010	70040-00000-21552	39,497.69
Municipality of Hatch - Current Year Taxes	202-000-3000	70040-00000-21503	2,650.71
Municipality of Hatch - Prior Year Taxes	202-000-3010	70040-00000-21553	387.29
Municipality of Mesilla - Current Year Taxes	204-000-3000	70040-00000-21504	982.88
Municipality of Mesilla - Prior Year Taxes	204-000-3010	70040-00000-21554	43.95
Municipality of Sunland Park - Current Year Taxes	206-000-3000	70040-00000-21505	61,894.79
Municipality of Sunland Park - Prior Year Taxes	206-000-3010	70040-00000-21555	8,199.13
Municipality of Anthony - Current Year Taxes	208-000-3000	70040-00000-21549	11,987.29
Municipality of Anthony - Prior Year Taxes	208-000-3010	70040-00000-21550	4,705.41
State of NM - DFA Levy - Current Year Taxes	900-000-3000	70040-00000-21521	125,769.07
State of NM - DFA Levy - Prior Year Taxes	900-000-3010	70040-00000-21571	18,821.97
Cattle Indemnity - Current Year Taxes	903-000-3000	70040-00000-21522	11.20
Cattle Indemnity - Prior Year Taxes	903-000-3010	70040-00000-21572	217.34
Sheep Sanitary - Current Year Taxes	904-000-3000	70040-00000-21523	1.20
Sheep Sanitary - Prior Year Taxes	904-000-3010	70040-00000-21573	-
Equine Indemnity - Current Year Taxes	906-000-3000	70040-00000-21524	9.52
Equine Indemnity - Prior Year Taxes	906-000-3010	70040-00000-21574	39.70
Dairy Cattle - Current Year Taxes	908-000-3000	70040-00000-21525	-
Dairy Cattle - Prior Year Taxes	908-000-3010	70040-00000-21575	-
School Dist # 02 - Operational - Current Year Taxes	400-000-3000	70040-00000-21509	25,401.15
School Dist # 02 - Operational - Prior Year Taxes	400-000-3010	70040-00000-21559	3,225.12
School Dist # 11 - Operational - Current Year Taxes	410-000-3000	70040-00000-21512	639.27
School Dist # 11 - Operational - Prior Year Taxes	410-000-3010	70040-00000-21562	93.39
School Dist # 16 - Operational - Current Year Taxes	420-000-3000	70040-00000-21515	8,994.19
School Dist # 16 - Operational - Prior Year Taxes	420-000-3010	70040-00000-21565	1,794.57
School Dist # 02 - Debt Service Levy - Current Year Taxes	404-000-3000	70040-00000-21511	304,792.12
School Dist # 02 - Debt Service Levy - Prior Year Taxes	404-000-3010	70040-00000-21561	39,439.13
School Dist # 11 - Debt Service Levy - Current Year Taxes	414-000-3000	70040-00000-21514	16,203.26
School Dist # 11 - Debt Service Levy - Prior Year Taxes	414-000-3010	70040-00000-21564	2,426.33
School Dist # 16 - Debt Service Levy - Current Year Taxes	424-000-3000	70040-00000-21517	299,075.08
School Dist # 16 - Debt Service Levy - Prior Year Taxes	424-000-3010	70040-00000-21567	60,889.89
School Dist # 02 - Capital Improvements - Current Year Taxes	402-000-3000	70040-00000-21510	130,204.34
School Dist # 02 - Capital Improvements - Prior Year Taxes	402-000-3010	70040-00000-21560	17,091.87
School Dist # 11 - Capital Improvements - Current Year Taxes	412-000-3000	70040-00000-21513	3,113.78
School Dist # 11 - Capital Improvements - Prior Year Taxes	412-000-3010	70040-00000-21563	470.01
School Dist # 16 - Capital Improvements - Current Year Taxes	422-000-3000	70040-00000-21516	48,929.05
School Dist # 16 - Capital Improvements - Prior Year Taxes	422-000-3010	70040-00000-21566	10,097.48
School Dist # 16 - Ed. Tech. Debt Service - Current Year Taxes	426-000-3000	70040-00000-21526	55,471.60
School Dist # 16 - Ed. Tech. Debt Service - Prior Year Taxes	426-000-3010	70040-00000-21527	11,353.54
School Dist # 02 - HB 33 School Building - Current Year Taxes	406-000-3000	70040-00000-21528	162,979.38
School Dist # 02 - HB 33 School Building - Prior Year Taxes	406-000-3010	70040-00000-21529	23,110.94
Valencia Park PID - Current Year Collection	700-000-3000	70040-00000-21590	830.00
Valencia Park PID - Prior Year Collection	700-000-3010	70040-00000-21590	-
Valencia Park PID II - Current Year Collection	710-000-3000	70040-00000-2159X	-
Valencia Park PID II - Prior Year Collection	710-000-3010	70040-00000-2159X	-
Rancho Santa Teresa PID - Current Year Collection	720-000-3000	70040-00000-2159X	3,250.00
Rancho Santa Teresa PID - Prior Year Collection	720-000-3010	70040-00000-2159X	-
TOTAL ALL OTHER FUNDS			**3,324,106.43**

Treasurer's Monthly Financial Report
March 31, 2025
Property Tax Collected and Distributed
Prior Fiscal Years Comparison

Net Taxes Charged to Treasurer and Collected Comparison

	2022 Maintenance Tax Report				2023 Maintenance Tax Report		
	Net Taxes Charged to Treasurer	Taxes Collected To Date	% Collected		Net Taxes Charged to Treasurer	Taxes Collected To Date	% Collected
Total 2021	**161,687,114.95**	**160,022,352.29**	**98.97%**	**Total 2022**	**172,268,439.24**	**168,980,790.89**	**98.09%**

Total Taxes Collected and Distributed Prior and Current Years Comparison

	Fiscal Year 2023- 2024					Fiscal Year 2024- 2025			
Period	**Collected**	**County Portion**	**Distributed**	**Flood & Adm**	**Period**	**Collected**	**County Portion**	**Distributed**	**Flood & Adm**
July	750,094.91	306,999.25	1,301,070.14	16,437.57	July	835,144.46	338,515.46	1,072,510.25	20,126.43
August	1,131,046.98	393,608.70	426,658.09	32,150.01	August	743,938.25	315,629.37	476,502.57	13,726.53
September	497,172.14	234,337.46	705,288.27	10,711.73	September	499,823.71	228,935.74	414,582.35	9,194.30
October	1,911,980.14	704,233.86	252,122.95	37,437.46	October	4,328,090.40	1,534,228.52	261,693.67	85,241.62
November	33,901,443.84	11,450,410.89	1,170,308.82	762,586.69	November	33,904,091.76	11,300,955.62	2,708,620.26	671,410.04
December	69,318,917.23	22,699,675.97	21,688,446.26	1,360,877.17	December	72,285,928.19	23,678,531.21	21,931,726.10	1,281,662.81
January	3,960,465.19	1,414,834.35	45,258,364.09	90,594.82	January	5,323,208.18	1,826,423.16	47,325,734.17	97,595.86
February	2,370,696.84	879,859.92	2,455,036.02	59,219.47	February	2,177,244.67	781,470.55	3,399,189.16	55,563.49
March	2,772,387.61	1,002,550.04	1,431,617.45	61,841.50	March	3,394,423.84	1,220,711.63	1,340,210.63	70,317.41
April	10,922,651.21	3,752,175.43	1,707,996.07	203,709.99	April			2,103,394.80	
May	43,841,022.40	14,104,928.69	6,966,765.79	814,985.28	May				
June	1,846,520.76	735,387.72	28,921,108.43	38,622.79	June				
Total	173,224,399.25	57,679,002.28	112,284,782.38	3,489,174.48	Total	123,491,893.46	41,225,401.26	81,034,163.96	2,304,838.49

For Month March 2025
Prepared by: **Lydia Ponce**
COUNTY TREASURER

DONA ANA COUNTY
LAS CRUCES, NEW MEXICO

Tax Schedule Maintenance Report

Tax Year	Total Taxes Charged to Treasurer	Adjustments	Net Taxes Charged to Treasurer	Collected This Period	Collected to Date	Percent Collected	Outstanding
2015	121,251,517.89	54,481.39	121,305,999.28	761.13	121,121,712.23	99.85%	184,287.05
2016	123,621,949.52	335,752.26	123,957,701.78	1,028.98	123,736,365.90	99.82%	221,335.88
2017	125,874,841.96	271,876.24	126,146,718.20	1,587.32	125,674,269.51	99.63%	472,448.69
2018	136,478,500.30	40,985.24	136,519,485.54	1,646.90	136,097,546.68	99.69%	421,938.86
2019	141,749,580.40	479,014.86	142,228,595.26	3,318.32	141,844,849.59	99.73%	383,745.67
2020	147,039,942.02	100,905.57	147,140,847.59	4,182.72	146,681,955.56	99.69%	458,892.03
2021	151,113,304.74	64,398.66	151,177,703.40	9,387.87	150,336,553.30	99.44%	841,150.10
2022	161,253,494.26	433,620.69	161,687,114.95	149,301.02	160,022,352.29	98.97%	1,664,762.66
2023	171,984,713.18	283,726.06	172,268,439.24	246,433.06	168,980,790.89	98.09%	3,287,648.35
2024	181,320,591.62	167,372.18	181,487,963.80	2,805,045.13	117,554,087.80	64.77%	63,933,876.00
TOTAL	**1,461,688,435.89**	**2,232,133.15**	**1,463,920,569.04**	**3,222,692.45**	**1,392,050,483.75**	**95.09%**	**71,870,085.29**

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Audit Department	June 10, 2025
Initiating Department	**Meeting Date**
Ernest Budden, Internal Auditor	2
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

THE BOARD IS ASKED TO AWARD RFP #25-0048 SPECIAL AUDIT SERVICES TO JARAMILLO ACCOUNTING GROUP, LLC IN THE AMOUNT OF $323,200 PLUS APPLICABLE GRT FOR PROFESSIONAL SERVICES FOR 1 YEAR AND RENEWABLE UP TO TWO (2) ADDITIONAL YEARS. THE COUNTY ISSUED RFP #25-0048 ON MAY 11, 2025 AND RECEIVED ONE RESPONSE OF THE FIRM WAS SELECTED FOR AWARD. THE COMMISSION IS ALSO ASKED TO DELEGATE SIGNATORY AUTHORITY TO THE COUNTY MANAGER FOR ALL RELATED DOCUMENTS INCLUDE CONTRACT, AMENDMENTS, RENEWALS, CHANGE ORDERS, TASK ORDERS, AND OTHER DOCUMENTS AS REQUIRED.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Special Audit Contract
Score Sheet

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager	Created/Initiated - 5/29/2025
Asma Dawood, Finance Director	Approved - 5/29/2025
Michael Perez, Purchasing Manager	Approved - 6/2/2025
Ernest Budden, Internal Auditor	Final Approval - 6/2/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: 06/10/2025

Agenda Item Title: Award request for proposal #25-0048 to Jaramillo Accounting Group, LLC, for providing special audit services for Doña Ana County.

Overview:

Doña Ana County (DAC) Purchasing Department requested proposals from Independent Public Accountants (IPAs) licensed in New Mexico and approved by the Office of the State Auditor of New Mexico to provide special audit services. The awarded firm will provide the services requested for the contract duration of six (6) months and renewable up to two (2) additional years.

The Purchasing Department advertised from May 11 to May 28, 2025, contacting 47 IPAs. The notice of award was sent to Jaramillo Accounting Group, LLC, which offered Doña Ana County a reduced rate of $160.00 per hour for an estimated 2020 audit hours, with a total estimated cost of **$323,200.00** plus applicable GRT**.**

The County Administrative Office respectfully requests Board of County Commissioner authorization for the **County Manager, Scott Andrews,** to enter into a contract with **Jaramillo Accounting Group, LLC,** for the provision of **an Office of the State Auditor directed Special Audit**, in an estimated amount of **$323,200.00** plus applicable GRT**.**

This project will be included in the FY26 final budget but should be allocated to the General Fund – Cash Reserves. The vendor was selected through the request for proposal process and meets all contractual and performance criteria outlined by the County. The proposed vendor has successfully completed similar projects for other jurisdictions and is positioned to begin work promptly upon contract approval.

Offeror Name	Evaluation Criteria Scores (out of 1,000 points)								Overall Scores	
	Evaluator	Capability of Firm	Work Requirements & Audit Approach	Technical Experience	Other Strengths	Cost Proposal	NM Preference	Total Score	Overall Score	Rank
Jaramillo Accounting Group LLC	Cari Neill	260	185	350	-	100	80	975	3,891	1
	Ashley Suniga	233	165	313	20	100	80	911		
	Ernest Budden	280	205	345	20	100	80	1,030		
	Lucio L. Luttrell	275	175	325	20	100	80	975		
		300	225	350	25	100	80 - 100			

	Proposed Cost / Unit	Percentage = lowest proposal / proposal	Max Points	Cost Proposal Score
Jaramillo Accounting Group LLC	$323,200.00	1	100	100

Contract No. _____

STATE OF NEW MEXICO
CONTRACT FOR [*ADD ENGAGEMENT TYPE – AUP, Special Audit, Consulting Service, Forensic Audit, etc.*]

Commented [SB1]: Agency is to adapt form (highlighted areas) as needed throughout. Reference to an exhibit or appendix for scope of work or a listing of agreed upon procedures should be made and included with contract, unless fully described in this contract.

XXX the ("Agency") and YYY CPA, the ("Contractor") agree:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **SCOPE OF WORK**

The Contractor shall perform the [services or procedures] ***(depending on engagement type – check with IPA***) described in [(this) Section 1 of this Contract or the attached **Exhibit 1**] and perform this engagement in accordance with the standards of the [American Institute of Certified Public Accountants (AICPA)] ***(standards depend on engagement type; specify as appropriate)*** and in accordance with the Audit Rule, and more particularly Section 2.2.2.15 NMAC. This scope of work for this engagement relates to the period from ***[Date],*** 20***XX*** through ***[Date],*** 20XX.

Commented [SB2]: Standards to be followed by contract during the course of the engagement must be identified and included here. (i.e. AICPA Standards on Consulting Services or Forensic Services, GAGAS Standards for Attestation Engagements or Performance Audits, etc., Code of Professional Standards issued by the Association of Certified Fraud Examiners (ACFE), etc.).

2. **DELIVERY AND REPRODUCTION**

A. In order to meet the delivery terms of this Contract, the Contractor shall deliver an electronic report to the Agency no later than _[Date], 20XX and in accordance with Section 2.2.2.15(B) NMAC.

3. **COMPENSATION**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed at the rate of ***XXX*** per hour for a total of $ ***XXX*** such compensation not to exceed $ ***XXX*** plus New Mexico gross receipts tax. **The total amount payable to the Contractor under this Agreement, shall not exceed $ *XXX*. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

4. **TERM**

Unless terminated pursuant to Paragraphs 5 or 19, *infra*, this Contract shall terminate one (1) calendar year after the date on which it is signed by the State Auditor.

5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated, without cause, by either of the parties upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. This Contract may be terminated immediately by either of the parties upon written notice delivered to the other party if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2, supra, shall constitute a material breach of this Contract. The Agency may immediately terminate this Contract upon written notice to the Contractor pursuant to Paragraph 19, infra. Pursuant to Section 2.2.2.8, NMAC, the State Auditor also may immediately terminate this Contract upon written notice to the Contractor after determining that the engagement has been unduly delayed, or for any other reason. By termination pursuant to this Paragraph, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS CONTRACT*.

B. If the Agency terminates this Contract under this paragraph, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments

6. **STATUS OF CONTRACTOR**

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

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms pursuant to Section 2.2.2.8 NMAC, and that are not otherwise restricted by the Office from entering into such a contract pursuant to Section 2.2.2.8 NMAC.

9. **RECORDS AND AUDIT**

The Contractor shall maintain detailed time records that indicate the date, time and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of five (5) years from the date of final payment under this contract, unless otherwise required by applicable law or regulation. The records shall be subject to inspection by the Agency. The Agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the Agency, its officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

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

13. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Section 10-16-1, *et seq*., regarding contracting with a public officer, state employee or former state employee have been followed.

14. INDEPENDENCE

The Contractor affirms and represents its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision,* issued by the Comptroller General of the United States, and Section 2.2.2.8(L) NMAC. The Contractor shall immediately notify the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

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

16. MERGER

This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. **The engagement letter between the Contractor and Agency and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this contract. Conflicts between the engagement letter and this contract are governed by this contract, and shall be resolved accordingly.**

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

18. AGENCY BOOKS AND RECORDS

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

19. APPROPRIATIONS

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

20. PENALTIES FOR VIOLATION OF LAW

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

21. EQUAL OPPORTUNITY COMPLIANCE

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

22. <u>WORKING PAPERS</u>

The Contractor shall retain the working papers of the engagement conducted pursuant to this Contract for a period of five (5) years from the date shown on the report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity.

23. <u>DESIGNATED ON-SITE STAFF</u>

The Contractor's on-site individual auditor responsible for supervision of work and completion of the engagement is [ZZZ]. The Contractor shall notify the Agency or in writing of any changes in staff assigned to perform the engagement.

24. <u>INVALID TERM OR CONDITION</u>

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

SIGNATURE PAGE

This Contract is made effective as of the date of the signature of the State Auditor.

AGENCY	**CONTRACTOR**
NAME: ________________________	NAME: ________________________
BY: ___________________________	BY: ___________________________
TITLE: ________________________	TITLE: ________________________
DATE: ________________________	DATE: ________________________

AGENCY COUNSEL	**AGENCY CFO**
BY: ___________________________	BY: ___________________________
TITLE: GENERAL COUNSEL	TITLE: CHIEF FINANCIAL OFFICER
DATE: ________________________	DATE: ________________________

STATE AUDITOR	**GENERAL SERVICES DEPARTMENT CONTRACTS REVIEW BUREAU**
BY: ___________________________	BY: ___________________________
TITLE: ________________________	TITLE: ________________________
DATE: ________________________	DATE: ________________________

Commented [SB3]: State agencies only - others can remove

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and/or compensating taxes.

ID No.___________________________
By: _________________________________
Date: ____________________________

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks **Initiating Department**	June 10, 2025 **Meeting Date**
Robert Herrera, Facilities & Services, Director **Contact Person**	3 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AWARD PROJECT CONTRACT TO METAL-TECH INC IN THE AMOUNT OF $196,973.43 THROUGH CES FOR 10 NEW ROOFTOP HEATING & COOLING UNITS AT THE THIRD JUDICIAL DISTRICT COURT HOUSE.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Award Project Contract to Metal-Tech Inc for HVAC at the Third Judicial District Court House.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
CES Job Order Contract

SUMMARY OF FINANCIAL IMPACT

The financial impact will be in the amount of $196,973.43 from Facilities & Services Capital Outlay SC-032

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager	Created/Initiated - 6/2/2025
Asma Dawood, Finance Director	Approved - 6/2/2025
Michael Perez, Purchasing Manager	Approved - 6/3/2025
Deborah Weir, Assistant County Manager	Final Approval - 6/3/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date: June 10, 2025

Agenda Item Title: Award Project Contract to Metal-Tech Inc in the amount of $196,973.43 through CES for 10 new rooftop heating & cooling units at the Third Judicial District Court House.

Overview:

The project will consist of a removal & replacment of 10 rooftop heating & cooling units at the Third Judicial District Court House. The process will include removal & disposal of the existing units, making required provisions to gas and electrical connections and crane installation of new units. Project is to be funded from Facilities & Services Capital Outlay.

Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, and renewals associated with the project.

Job Order Package

This proposal was prepared exclusively for Cooperative Educational Services

Job Name:	Dona Ana County -Third Judicial District Court
Contract Name:	Cooperative Educational Services JOC for MEP - 2023-05-R129-8
Contractor Name:	Metal-Tech Inc
Created On:	05/22/2025
Generated By:	using Gordian Job Order Contracting Core for Cooperative Educational Services

Job Order Details - Dona Ana County -Third Judicial District Court

This proposal was prepared exclusively for Cooperative Educational Services

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Job Number: 006
Job Name: Dona Ana County -Third Judicial District Court

Detailed Scope Of Work - Dona Ana County -Third Judicial District Court

This proposal was prepared exclusively for Cooperative Educational Services

Job Number:	006
Job Name:	Dona Ana County -Third Judicial District Court
Date Created:	02/23/2025
Last Updated:	05/21/2025
	We will Disconnect all electrical, Gas and Drain line to (10) Roof top units. Remove and dispose (10) roof top units, Crane Service is included, Furnish and Install (10) Rooftop units, Gas Heat/ Electric cool Roof top Units, Complete with Standard efficiency, Convertible configuration, 460v/60/3. Low gas heat, Economizer dry bulb 0-100%, Hail Guard. Sizes are: (1) 2 ton (5) 3 ton, (2) 4 ton, (2) 5 ton, total of (10) Units. Furnish and install (10) new T-Stat controls. Furnish and install (10) New Insulated Custom Roof curbs with 18 ga metal. Reconnect Electrical with new nonmetallic liquid tight flexible whips, New Weatherproof junction box. Reconnect Gas line and supply new gas cocks, new gas flex and drip leg, install new PVC Condensation drains and Blocks. Start up and check for proper operations. Workdays / Hours: Monday Thru Friday: 7:30 am to 4:00 pm Note increase in units due to imposed government tariffs has been added to this proposal. Exclusions: Any DDC/EMS Systems, Fire alarm hook ups, No IT Room Units. ***This proposal is just for the Replacement of (10) roof top units. ***

Price Proposal - Cooperative Educational Services JOC for MEP - 2023-05-R129-8

This proposal was prepared exclusively for Cooperative Educational Services

Job Number:	006
Job Name:	Dona Ana County -Third Judicial District Court
Contractor:	Metal-Tech Inc
Date Created:	02/23/2025
Last Update:	05/21/2025
Proposal Value:	$196,973.43
Construction Procurement Catalog:	Year 2025 Quarter 1 - LAS CRUCES, NM

Summary By Division

Division	Line Total
01 General Requirements	$26,145.85
01 General Requirements	$20,009.24
10 Specialties	$16,560.00
22 Plumbing	$5,323.60
23 Heating, Ventilating, and Air Conditioning (HVAC)	$109,224.89
26 Electrical	$19,709.85

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
Bonding at 3% of total before taxes	01 General Requirements	1.000000	$5,308.92	1.0000	$5,308.92
Tax @ 8.065%	01 General Requirements	1.000000	$14,700.32	1.0000	$14,700.32
Custom Roof Curb Adapter, 16 ga, Welded corners, Insulate cabinets FOR a 4 and 5 ton Gas Package unit.	10 Specialties	10.000000	$1,200.00	1.3800	$16,560.00

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	Line Total
1	General Requirements	019309508325		Ea.	Moving equipment, bridge crane, 5-10 Ton, 40' length 5-10 ton	$24,844.10

QTY	Unit Price	Factor	Total

Price Proposal Report

				9.000000	$2,000.33	1.3800	$24,844.10	
2		015436501700	Ea.	Mobilization or demobilization, crane, truck-mounted, up to 75 ton, (driver only) Crane, truck-mounted, up to 75 ton (driver only)				$1,301.75
				QTY	**Unit Price**	**Factor**	**Total**	
				10.000000	$94.33	1.3800	$1,301.75	
3	General Requirements	Non-Prepriced	JOB	Bonding at 3% of total before taxes				$5,308.92
				QTY	**Unit Price**	**Factor**	**Total**	
				1.000000	$5,308.92	1.0000	$5,308.92	
4		Non-Prepriced	EA	Tax @ 8.065%				$14,700.32
				QTY	**Unit Price**	**Factor**	**Total**	
				1.000000	$14,700.32	1.0000	$14,700.32	
5	Specialties	Non-Prepriced	EA	Custom Roof Curb Adapter, 16 ga, Welded corners, Insulate cabinets FOR a 4 and 5 ton Gas Package unit.				$16,560.00
				QTY	**Unit Price**	**Factor**	**Total**	
				10.000000	$1,200.00	1.3800	$16,560.00	
6	Plumbing	221119100240	Ea.	Flexible connectors, corrugated, gas, seamless brass, steel fittings, 5/8" OD x 3/4" ID, 24" long 24" long				$1,546.98
				QTY	**Unit Price**	**Factor**	**Total**	
				20.000000	$56.05	1.3800	$1,546.98	
7		220523100550	Ea.	Valves, brass, gas cocks, threaded, 1" 1"				$1,078.19
				QTY	**Unit Price**	**Factor**	**Total**	
				10.000000	$78.13	1.3800	$1,078.19	
8		221316605240	Ea.	Traps, copper, P trap, standard pattern, 1-1/2" pipe size 1-1/2" pipe size				$1,255.94
				QTY	**Unit Price**	**Factor**	**Total**	
				10.000000	$91.01	1.3800	$1,255.94	
9		220529107326	Ea.	Pipe and mechanical roof support, pipe support, roller type, up to 10" off roof, up to 2-1/2" Dia Up to 10" off roof				$1,442.49
				QTY	**Unit Price**	**Factor**	**Total**	
				16.000000	$65.33	1.3800	$1,442.49	
10	Heating, Ventilating, and Air Conditioning (HVAC)	233113131277	L.F.	Metal ductwork, duct sealer Duct sealer				$5,143.54
				QTY	**Unit Price**	**Factor**	**Total**	
				240.000000	$15.53	1.3800	$5,143.54	

#	Category	Code	Unit	Description	QTY	Unit Price	Factor	Total	Line Total
11		233113130500	Lb.	Metal ductwork, fabricated rectangular, galvanized steel, under 200 lb., incl fittings, joints, supports & allow for a flexible connections field sketches, excludes as-built drawings and insulation Galvanized steel, under 200 lb.	460.000000	$10.49	1.3800	$6,659.05	$6,659.05
12		232323204420	Lb.	Refrigeration specialties, refrigerant, R-22, 30 lb. disposable cylinder R-22, 30 lb. disposable cylinder	102.100000	$27.55	1.3800	$3,881.74	$3,881.74
13		230505102850	Ea.	Heat pump, air source, single package, up thru 12 ton, selective demolition Single package, up thru 12 ton	10.000000	$730.13	1.3800	$10,075.79	$10,075.79
14		237433101112	Ea.	Rooftop air conditioner, single zone, electric cool, gas heat SEER 14, 3 ton cooling, 60 MBH heating, includes, standard controls, curb and economizer 3 ton cooling, 60 MBH heating SEER 14	6.000000	$3,476.45	1.3800	$28,785.01	$28,785.01
15		237433101142	Ea.	Rooftop air conditioner, single zone, electric cool, gas heat SEER 14, 5 ton cooling, 112 MBH heating, includes, standard controls, curb and economizer 5 ton cooling, 112 MBH heating SEER 14	2.000000	$5,973.55	1.3800	$16,487.00	$16,487.00
16		237433101130	Ea.	Rooftop air conditioner, single zone, electric cool, gas heat SEER 14, 4 ton cooling, 95 MBH heating, includes, standard controls, curb and economizer 4 ton cooling, 95 MBH heating SEER 14	2.000000	$6,527.90	1.3800	$18,017.00	$18,017.00
17		230505103600	Ton	HVAC, mechanical equipment, heavy items; unit is weight, not cooling, selective demolition Heavy items	17.000000	$665.23	1.3800	$15,606.30	$15,606.30
18		230953105050	Ea.	Control component, thermostats, electric, timed, 2 set back 2 set back, electric, timed	10.000000	$331.12	1.3800	$4,569.46	$4,569.46
19	Electrical	260583102060	Ea.	Motor connections, flexible conduit and fittings, 3 phase, sealtite, 460 volt, 200 HP motor 200 HP motor	10.000000	$708.25	1.3800	$9,773.85	$9,773.85

20	260505100100	L.F.	Conduit, rigid galvanized steel, 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers Rigid galvanized steel, 1/2" to 1" diameter	$9,936.00

QTY	Unit Price	Factor	Total
4000.000000	$1.80	1.3800	$9,936.00

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Financial Services Department	June 10, 2025
Initiating Department	**Meeting Date**
Michael Perez, Purchasing Manager	4
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE AN INCREASE OF $300,000.00 TO USE OMINA PARTNERS COOPERATIVE AGREEMENT (R-TC-17006) WITH AMAZON TO PURCHASES GOODS FOR VARIOUS DOÑA ANA COUNTY DEPARTMENTS IN AN AMOUNT NOT TO EXCEED $400,000.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Board is asked to approve various goods to be purchased through Amazon, using Omnia Partners cooperative agreement in the amount not to exceed $400,000. The Commission is asked to delegate signature authority to the County Manager for all related documents including purchase order, contracts, and other documents as required.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Contract_-_Amazon_R-TC-17006_final
Contract_Renewal_-_R-TC-17006-R2_-_On-line_Marketplace_for_Purchases_of_Products_and_Services_-_AMAZON

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 6/5/2025
Asma Dawood, Finance Director	Approved - 6/5/2025
Deborah Weir, Assistant County Manager	Final Approval - 6/5/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: June 10, 2025

Agenda Item Title: Approve an increase of $300,000.00 to use Omina Partners Cooperative Agreement (R-TC-17006) with Amazon to purchases goods for various Doña Ana County Departments in an amount not to exceed $400,000.

Overview:

The Board is requested to approve the procurement of various goods through Amazon using the Omnia Partners cooperative purchasing agreement, in an amount not to exceed $400,000. Additionally, the Board is asked to delegate signature authority to the County Manager for all related documents, including purchase orders, contracts, and any other required documentation.

Amazon Expenditures by Fiscal Year:

- **FY23** – $18,053.54
- **FY24** – $121,853.42
- **FY25 (to date)** – $150,404.12 *(First year utilizing the Omnia Partners agreement)*

The increase in FY24 spending is likely due to Amazon's acceptance of Purchase Orders, which streamlined procurement. The continued increase in FY25 is attributed to the County's ability to leverage the Omnia Partners cooperative agreement, allowing for broader access to Amazon's catalog under favorable contract terms.

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-TC-17006

This Contract entered into this 19th *day of* January 2017 *by,* **Amazon Services, LLC, Amazon Business, 325 9th Avenue N., Seattle, WA 98109,** *hereinafter referred to as the "Contractor" and* **Prince William County School Board, P.O. Box 389, Manassas, VA 20108**, *hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide an On-Line Marketplace for the Purchase of Products and Services in accordance with the Statement of Needs, General Terms and Conditions and Special Terms and Conditions stated herein.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated January 19, 2017.

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from the date of award, January 19, 2017 to January 18, 2022, with the option to renew for three (3) additional two (2)-one-year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

4. **CONTRACT ADMINISTRATOR/PROJECT MANAGER**: The following PWCS employees are identified to use all powers under the contract to enforce its faithful performance:

   4.1. CONTRACT ADMINISTRATOR: As the Contract Administrator, the following individual, or his/her designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

LEGAL

4.2. PROJECT MANAGER: The following individuals shall work directly with the Contractor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

5. **TIME OF PERFORMANCE**: In accordance with Contractor's proposal, Section 4.2.2. and 5.3.2.

6. **PRICING:** In accordance with Contractor's proposal, Section 4.2.1.

7. **PAYMENT TERMS**: In accordance with Contractor's proposal, Section 5.3.6.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR:	**PURCHASING AGENCY:**
Prentis D. Wilson Jr	Jim Totty
Authorized Signature	Authorized Signature
Prentis D. Wilson, Jr.	Jim Totty, CPPO, C.P.M.
Type Name	Type Name
Vice President	Supervisor of Purchasing
Title	Title
Jan 27, 2017	1-31-17
Date	Date

LEGAL

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-TC-17006
Dated: January 19, 2017

Prince William County Schools (hereinafter called PWCS) and Amazon Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-TC-17006 for On-Line Marketplace for the Purchases of Products and Services. The final Contract contains the following documents listed in the order of precedence:

a. Contractor's proposal dated October 14, 2016;
b. Contractor's response to Clarification Questions dated October 31, 2016, attached;
c. PWCS's Request for Proposal, R-TC-17006 and all Addendum #1;
d. Contractor's Business Accounts Terms and Conditions (currently available at https://www.amazon.com/gp/help/customer/display.html?nodeId=201613180), attached;
e. PWCS's General Terms and Conditions, Section 11 (RFP – Revised 12/16/16), attached;
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.

1. The contract term shall remain as originally issued in the RFP, as follows:

   9.1. The initial term of this contract shall be five years (5) from **the date of award to December 30, 2021**, with the option to renew for three-two (2) year periods, upon mutual written consent of the parties to the contract.

2. Amazon Whispercast is not being offered upon award but will remain in scope for future offerings by the Contractor. In addition, all new Amazon business opportunities may be modified to the Contract by mutual agreement between the Contractor and PWCS.

LEGAL

3. The following provision is added to PWCS Special Terms and Conditions:

10.7 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE: As permitted under the rule published at 80 FR 54407, Prince William County Schools is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits). This provision shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies.

4. Contractor's response to Clarification Questions dated October 31, 2016, Question #1: The State of Iowa is hereby removed as an excluded state and allowed use of the Master Agreement award.

ACCEPTED BY:

Contractor Authorized Signature

Jan 27, 2017
Date

Vice President
Title

Jim Totty, C.P.M., CPPO
Supervisor of Purchasing

1/31/17
Date

PWCS
PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
LAUNCHING THRIVING FUTURES

September 18, 2023

Amazon.com Services LLC
(Amazon Business)
Attn: Brett Tuson
Seattle, WA 98109-5210

Re: Contract Renewal
Contract #R-TC-17006 – On-line Marketplace for Purchases of Products and Services

Dear Mr. Tuson:

This is to advise you that Prince William County Public Schools (PWCS desires to renew the referenced contract for an additional two-year period in accordance with the Section 3. CONTRACT TERM AND RENEWAL clause in the Contract. We will be exercising the second of three renewals, each of the renewals to be an additional two (2) year period. The current contract expires January 18, 2024.

Please advise me if you desire to renew the contract and prices in accordance with the terms of the contract by signing and returning this **Contract Renewal** form no later than November 6, 2023. In addition to this renewal, you must also provide an updated copy of your **Certificate of Insurance (COI)** with Prince William County School Board listed as an additional insured. The Certificate Holder address can be added to the COI as follows: *P.O. Box 389, Manassa, VA 20108.*

If you have any questions on this matter, please contact me by phone at (703) 791-8888 or via email at sobersk@pwcs.edu.

Sincerely,

Karen L Sobers

Karen Sobers, CPPB
Senior Buyer

Acceptance Agreement

It is mutually agreed that the above-mentioned contract is renewed for the period of **January 19, 2024** to **January 18, 2026** and all terms and conditions in the original solicitation and contract shall remain the same.

Renew Contract: Yes: X No:

Prices and/or Discounts to Remain the Same: Yes: X No: If no, explain under separate cover.

DocuSigned by:

Vendor: Brett Tuson
Legally Authorized Signature

Purchasing: Colleen Keener
Legally Authorized Signature

Brett Tuson Authorized Signatory
Print Name & Title

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date: October 30, 2023

Date: 11/6/2023

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County International Jetport at Santa Teresa	June 10, 2025
Initiating Department	**Meeting Date**
William Provance, Jetport Manager	5
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION ACCEPTING GRANTS IN THE AMOUNT OF $180,000 FROM THE FAA AND $700,000 FROM THE NMDOT AVIATION DIVISION TO UPDATE THE AIRPORT MASTER PLAN. COUNTY MATCH IS $29,137. THE TOTAL PROJECT COST $909,137.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Requesting approval of a Resolution accepting FAA grant 3-33-055-33-2025 in the amount of $180,000 and New Mexico Aviation Division Grant DAC-25-01 in the amount of $700,000, for the Airport Master Plan Update and updating the Airport Layout Plan. The grant revenues are programed into the FY26 annual Budget (per budget no budget adjustment required at this time). Delegation of signature authority to the County Manager on all related documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution

SUMMARY OF FINANCIAL IMPACT

Grant Revenue of $180,000 from the FAA and $700.000 from NMDOT Aviation Division
County Jetport match is $29,137 paid from airport enterprise funds
Total cost of the project is $909,137. These will be included in the FY 26 budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Jody Young, Jetport Administrator	Created/Initiated - 5/28/2025
William Provance, Jetport Manager	Approved - 5/28/2025
Asma Dawood, Finance Director	Approved - 5/29/2025
Lucio Luttrell, Budget and Research Officer	Approved - 6/2/2025
Jonathan Macias, Assistant County Manager	Final Approval - 6/3/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

International Jetport

Executive Summary

Meeting Date: June 10, 2025

Agenda Item Title: Resolution accepting grants in the amount of $180,000 from the FAA and $700,000 from the NMDOT Aviation Division to update the Airport Master Plan. County match is $29,137. The total project cost $909,137.

Overview:

The Purpose of the Airport Master Plan is to improve decision-making over capital resource plans by examining future aviation demand and identifying long-term infrastructure needs.

The last Airport Master Plan update was started in 2015 and completed in 2018. That plan included an air cargo study that concluded that the area served by the Jetport supports manufacturing activities that have a need for air cargo transport. The Santa Tersa POE offer competitive advantages because of shorter crossing times for trucks. The Jetport's existing and planned facilities are appropriate for supporting air cargo activity.

The entire cost of the project is $909,137. The FAA portion (this grant application) is in the amount of $180,000, which are our entitlement funds that are due to expire at the end of this fiscal year if not used. The NM Aviation Division portion of the cost is $700,000 and is a separate grant from the Aviation Division. The county matching portion will be in the amount of $29,137, which will come out of the Jetport budget.

The cost of the Masterplan is higher than before because of a new FAA requirement for it to include an AGIS survey.

Staff recommend approval to accept this grant.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025 _______

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANTS FROM THE FEDERAL AVIATION ADMINISTRATION (FAA), AND NEW MEXICO DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION, OBLIGATION OF SPONSOR MATCHING FUNDS, AND THE EXECUTION OF CONTRACT DOCUMENTS FOR THE FOLLOWING PROJECT: AIRPORT MASTER PLAN UPDATE.

WHEREAS; the County of Doña Ana is accepting a grant in the amount of $180,000 from the Federal Aviation Administration for assistance toward the project through the Airport Improvement Program (AIP); and

WHEREASE; the County of Doña Ana is accepting a grant in the amount of $700,000 from the New Mexico Department of Transportation, Aviation Division (NMAD) for assistance toward the Airport Master Plan Update project; and

WHEREAS; the County of Doña Ana is the owner of the Doña Ana County International Jetport, the project is within the County jurisdiction, and is necessary for the public good and convenience and is to serve the users of the Doña Ana County International Jetport; and

WHEREAS; the County of Doña Ana is committed to appropriating funds to the remaining $29,137 of the project cost in accordance and consistent with the regulations and policies governing the FAA - AIP program and the NMAD grant conditions.

WHEREAS; the County of Doña Ana by this resolution and budget commitment, supports the listed project including assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the project; and

NOW THEREFORE LET IT BE RESOLVED; the Board of Commissioners of the County of Doña Ana hereby adopts and approves this resolution and authorizes the County Manager to execute grant Task Orders and Contract Modifications to all documents related to this project and directs staff to take actions necessary to implement and fund this resolution and project and authorizes the County Manager to sign all related documents.

Resolved in the Board session this 10th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

____
Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

____

Susana Chaparro, District 4, Vice Chair **For/Against**

Gloria Gameros, District 2 **For/Against**

Shannon Reynolds, District 3 **For/Against**

Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

Amanda López Askin, Ph.D
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County International Jetport at Santa Teresa	June 10, 2025
Initiating Department	**Meeting Date**
William Provance, Jetport Manager	6
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF A GRANT IN THE AMOUNT OF $1,000,000 FROM THE NMDOT AVIATION DIVISION TO DESIGN AND CONSTRUCT AN AIRPORT EQUIPMENT BUILDING. COUNTY MATCH IS $100,000. THE TOTAL PROJECT COST $1,100,000.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Requesting approval of the application for and acceptance of NMDOT Aviation Division Grant DNA-25-02 in the amount of $1,000,000 for the design and construction of an airport equipment building. The grant revenues are programmed into the FY26 annual Budget. Delegation of signature authority to the County Manager on all related grant and project documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution

SUMMARY OF FINANCIAL IMPACT

Grant Revenue of $1,000,000 from NMDOT Aviation Division.
County Jetport match is $100,000 planned to be paid from airport enterprise reserves.
Total cost of the project is $1,100,000 and will be included in the FY26 Final Budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Jody Young, Jetport Administrator	Created/Initiated - 5/28/2025
William Provance, Jetport Manager	Approved - 5/28/2025
Asma Dawood, Finance Director	Approved - 5/28/2025
Lucio Luttrell, Budget and Research Officer	Approved - 6/2/2025
Jonathan Macias, Assistant County Manager	Final Approval - 6/3/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

International Jetport

Executive Summary

Meeting Date: June 10, 2025

Agenda Item Title: Accept a grant in the amount of $1,000,000 from the NMDOT Aviation Division to design and construct an airport equipment building with associated Budget Revision and Resolution. The total project cost $1,100,000.

Overview:

The project is to fully design and construct an airport equipment building. The Jetport owns and operates eight pieces of heavy and utility equipment with associated attachments. These items currently are housed under a parking shade and in the garage portion of Jetport owned T-Hangars. These locations are also used to house spare airfield signage and lighting materials. There is an opportunity cost of more than $500 per month if these areas were rented for aviation purposes and the equipment housed free from the elements. The entire cost of the project is $1,100,000.

This approval, budget revision and resolution is to accept the NM Department of Transportation, Aviation Division grant in the amount of $1,000,000 for this project.

The county matching portion will be in the amount of $100,000.

Staff recommend approval to accept this grant.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

Doña Ana County Resolution No. 2025-__________

A RESOLUTION APPROVING LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND RPSEP, LLC

WHEREAS, the Doña Ana County Board of Commissioners is tasked to represent and address the needs of its residents; and

WHEREAS, the County finds that the construction of new aircraft hangars on Lots T-14A, T-14B1, T-14B2, T-14C1, T-14C2, T-14D, is in the best interest of the County for improvement in the operation of the Doña Ana County International Jetport; and

WHEREAS, the County finds that revisions to the contract may be necessary to secure approval by the New Mexico State Board of Finance and are in the best interests of the administration and operation of the County International Jetport.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that the Lease contract is approved, subject to the condition that it be approved by the New Mexico State Board of Finance; and

NOW THEREFORE, IT IS FURTHER RESOLVED, the County Manager is delegated the authority to execute the Lease Contract and to make, approve and execute such further changes to the language of the Lease Contract as may be required by the New Mexico State Board of Finance for approval.

Resolved in the Board session this 10th day of June, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County International Jetport at Santa Teresa	June 10, 2025
Initiating Department	**Meeting Date**
William Provance, Jetport Manager	7
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION AUTHORIZING DOÑA ANA COUNTY TO EXECUTE SIX LAND LEASES WITH RPSEP, LLC TO CONSTRUCT AIRCRAFT HANGARS ON LOTS T-14A, T-14B1, T-14B2, T-14C1, T-14C2 AND T-14D.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Resolution authorizing six land leases with RPSEP, LLC to construct aircraft hangars at the Jetport. Each lease is for 25-years with a single 10-year option and is subject to approval by the NM State Board of Finance. The Resolution by the BOCC is required before the leases can be included on the SBOF agenda. The Resolution also includes granting authority to make changes to the language of the lease agreement without the need for further BOCC approval, in the event that such changes are necessary for the New Mexico State Board of Finance Approval.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution
T-14A Lease
T-14B1 Lease
T-14B2 Lease
T-14C1 Lease
T-14C2 Lease
T-14D Lease

SUMMARY OF FINANCIAL IMPACT

Current fair market value lease rate is $0.22 per square foot
Total first year lease value is $5,600

ADMINISTRATIVE REVIEW AND APPROVAL

Jody Young, Jetport Administrator	Created/Initiated - 5/28/2025
William Provance, Jetport Manager	Approved - 5/28/2025
Asma Dawood, Finance Director	Approved - 5/29/2025
Michael Perez, Purchasing Manager	Approved - 6/2/2025
Jonathan Macias, Assistant County Manager	Final Approval - 6/3/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County

International Jetport

Executive Summary

Meeting Date: June 10, 2025

Agenda Item Title: Approve six land leases with RPSEP, LLC to construct aircraft hangars on Lots T-14A, T-14B1, T-14B2, T-14C1, T-14C2 and T-14D at the Jetport.

Overview:

RPSEP, LLC and County staff are requesting approval of a land lease contract for the lots designated as Lot T-14A, T-14B1, T-14B2, T-14C1, T-14C2 and T-14D at the Doña Ana County International Jetport on which RPSEP, LLC, as Lessor, intends to build new aircraft storage hangars. These lots are located in the East T-Hangar development constructed in 2023.

The terms of the Lease Contract will be twenty-five (25) years with a single ten (10) year extension option. The current fair market value for the leased premises $0.22 per square foot for the first year. The rate will be subject to an annual CPI-U increase at the anniversary of the assumption of the lease.

The first year revenue will be as follows:
T-14A, 4,920 square feet, $1,084
T-14B1, 3,900 square feet, $858
T-14B2, 3,900 square feet, $858
T-14C1, 3,900 square feet, $858
T-14C2, 3,900 square feet, $858
T-14D, 4,920 square feet, $1,084
Total $5,600

A Resolution approving the Lease Contract is also submitted for approval. The Resolution includes granting authority to make changes to the language of the lease agreement without the need for further Board approval, in the event that such changes are necessary for the New Mexico State Board of Finance Approval.

The lease contract will require New Mexico State Board of Finance approval following approval by the Board of County Commissioners.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

Doña Ana County Resolution No. 2025-__________

A RESOLUTION APPROVING LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND RPSEP, LLC

WHEREAS, the Doña Ana County Board of Commissioners is tasked to represent and address the needs of its residents; and

WHEREAS, the County finds that the construction of new aircraft hangars on Lots T-14A, T-14B1, T-14B2, T-14C1, T-14C2, T-14D, is in the best interest of the County for improvement in the operation of the Doña Ana County International Jetport; and

WHEREAS, the County finds that revisions to the contract may be necessary to secure approval by the New Mexico State Board of Finance and are in the best interests of the administration and operation of the County International Jetport.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that the Lease contract is approved, subject to the condition that it be approved by the New Mexico State Board of Finance; and

NOW THEREFORE, IT IS FURTHER RESOLVED, the County Manager is delegated the authority to execute the Lease Contract and to make, approve and execute such further changes to the language of the Lease Contract as may be required by the New Mexico State Board of Finance for approval.

Resolved in the Board session this 10th day of June, 2024.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

Susana Chaparro, District 4, Vice Chair **For/Against**

Gloria Gameros, District 2 **For/Against**

Shannon Reynolds, District 3 **For/Against**

Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

CONTRACT DAC 2025-____

LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND RPSEP, LLC FOR LEASE OF JETPORT SPACE AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT, SANTA TERESA, NEW MEXICO

This Lease, made and entered into by and between the Board of County Commissioners of Doña Ana County, New Mexico, hereinafter referred to as the "Lessor," and RPSEP, LLC their heirs or successors, hereinafter called the "Lessee." This Lease supersedes all prior agreements and negotiations between the parties.

W I T N E S S E T H:

WHEREAS, Lessee desires to erect a hangar and support buildings upon a site designated as Lot (T-14A) (Airport Layout Plan) at the Doña Ana International Jetport, (hereinafter called the "Jetport") which is owned by the Lessor, and

WHEREAS, Lessee shall submit to the Lessor those items set forth in the Doña Ana County Code, Chapter 125, Article III paragraph 125-27 B. Development Guidelines as applicable, for Lessor approval, and

WHEREAS, Lessee and the Lessor desire to enter into this Lease relating to the occupying of a facility to be constructed upon the hereinafter described Lot.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein contained and other good and valuable consideration, the mutual sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

1. LEASED PREMISES: The Lessor leases to Lessee, the area of land referred to herein as Lot T-14A, hereinafter referred to as "leased premises," at the Doña Ana County International Jetport, Santa Teresa, New Mexico, which is depicted and described upon Exhibit "A" attached hereto and made a part hereof. The area of land Lot T-14A (Airport Layout Plan) to be leased is described in Exhibit A attached and contains approximately four thousand nine hundred and twenty (4,920) square feet.

2. PERIOD OF CONTRACT: The premises is hereby leased for a period of twenty five (25) years commencing from the date of approval by the New Mexico State Board of Finance. The term of the Lease may be extended once for an additional ten (10) year term upon the same terms and conditions at the discretion of the Lessor, provided that:

(i) Lessee notifies Lessor of its intention to renew one (1) year prior to the end of the term of this Lease;

(ii) Lessee, in Lessor's reasonable judgment and discretion, has maintained the leased premises in good workable condition consistent with Lessor's standards, resolutions, rules and regulations, the Doña Ana County Code Chapter 125, Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, and the Doña Ana County International Jetport Development Guidelines as may be revised during the term of this Lease or any renewal terms;

(iii) Lessee asserts that it has continuously operated its facility and at the time of renewal notice is not in receivership or bankruptcy;

(iv) Lessee is not in violation of the Doña Ana County International Jetport Development Guidelines, the Doña Ana County Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, or any other Lessor standards, resolutions, rules or regulations then existing or adopted during the term of this Lease or any renewal terms;

(v) Lessee has not been more than 60 days late in making rent payments more than three times during the term of the lease or any renewal terms;

(vi) The Lessee is current in payment of land rentals, compensation and other fees and provided; and

(vii) Lessee is not then in breach of any material term, covenant or condition of this Lease as may be amended or revised, extended or renewed.

3. <u>RENTAL RATE, OTHER FEES AND PAYMENT</u>

A. Base Land Rent and Other Rent: Lessee shall pay the County rent for the leased premises on an annual basis, as follows and governed by Doña Ana County Codes, Chapter 125, Airport:

(i) Commencing on the first day of this Lease is approved by the New Mexico State Board of Finance, Lessee shall pay the Lessor twenty-two cents (22¢) per square foot per year as Base Land Rent based on a current fair market appraisal and the fact that the hangar will be used only for storage and not operated commercially and no gross receipts generated. The Base Land Rent shall be adjusted to the current fair market value at the time of each contract renewal.

(ii) Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below in Section 3E) received from the commercial business activities as governed by the Doña Ana County Codes, Chapter 125, Airport.

(iii) Provided however, that if commercial operations are initiated, the total rent to be paid by Lessee, including Base Land Rent and additional rent calculated pursuant to Section 3A(ii) combined, shall not be less than the Base Land Rent for non-commercial use as set forth in Section 3A(i) and calculated pursuant to Section 3B of the original lease. The amount due therefore shall be the greater of the Base Land Rent calculated as if there were no

commercial aeronautical operations on, at, or from Dona Ana County International Jetport as adjusted pursuant to Section 3B of the original lease, **or** rent calculated pursuant to Sections 3A(i) and (ii) if there are commercial aeronautical operations being conducted on, at, or from the Dona Ana County International Jetport by Lessee.

(iv) In addition to rent set forth in (i) and (ii) above, Lessee shall pay Lessor a fuel flowage fee of six cents (6¢) for each gallon of fuel privately delivered to Lessee at the Jetport, or as governed by Doña Ana County Codes, Chapter 125, Airport. Payment shall be made quarterly on January 1, April 1, July 1, and October 1, of each year during the term of this Lease.

B. Rental Escalation: The negotiated Base Land Rent rate specified in 3.A(i) above, shall be increased annually according to increases in the Consumer Price Index produced by the Bureau of Labor Statistics. On each lease anniversary date, the Lessor shall give written notice to the Lessee of the Base Land Rent to be charged during the ensuing year. The increase shall be based on the All Urban Consumer (CPI-U) for All Items Category, U.S. City Average (or, if said index is no longer published, an appropriate successor index), and shall be for the most recent period available: the percentage increase over the same index for the previous twelve months, but not to exceed 4% of the Base Rent payable for the immediately preceding twelve (12) month period.

C. Additional Sublease Compensation: It is understood and agreed that Lessee, in addition to, or in lieu of its own use of the leased premises, may sublease the leased premises to other persons or entities with prior written approval of the Lessor. With respect thereto, Lessee shall pay, as additional rent, two percent (2%) of the sub-lessee's rental payment to Lessor.

D. Delinquency: The payments set forth in paragraph A of this paragraph shall be kept current. Interest shall be charged on any payment overdue five (5) to thirty (30) days at the rate of one and one-half percent (1.5%) per month prorated for the number of days late. The rate for payments overdue more than thirty (30) days shall be two percent (2%) per month prorated for the number of days over thirty days. Lessor shall also be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

E. Gross Receipts:

(i) The purpose of the Gross Receipts Surcharge is to provide revenue for public purposes by leveraging a fee for the privilege of engaging in commercial business activities on, at or from the Doña Ana County International Jetport. Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below) received from the commercial business activities. Payments, with supporting gross receipts documents, are due to the Doña Ana County Finance Department and Jetport staff on a quarterly basis. Payments not received by the last business day of the month following the completion of each quarter (January, April, July, October) will incur a late fee of $25.00 per month.

(ii) For purpose of the gross receipts surcharge provision, gross receipts means the total amounts the organization received without subtracting any costs or expenses; the only exempted revenue is that from the sale of aviation fuel which is covered by the fuel flowage fee. In an exchange in which money or other consideration received does not represent the value of the property or services exchanged, "gross receipts" means the reasonable value of the property or services exchanged. This fee is authorized to be passed along to customers as a

separate stated fee or included in the stated price.

(iii) If the business owner is a lessee of county property located on the airport, the owner/lessee is eligible for a reduction of monies owed equivalent to a reduction in Base Land Rent of five cents (5¢) per square foot per year, or as governed by the Doña Ana County Codes, Chapter 125, Airport. The business owner will begin paying 2% of the gross receipts of anything earned over the square footage of leased property multiplied by five cents (5¢). For example, if you lease 100,000 square feet, you will begin paying 2% on anything that you earn over [(100,000 x 0.05)/0.02 = $250,000] $250,000. This is equivalent to you receiving a $5,000/year reduction in your base land rent.

(iv) When the sale of property or service is made under any type of charge, conditional or time-sales contract or the leasing of property is made under a leasing contract, the Lessee may elect to treat all receipts, excluding any type of time-price differential, under such contracts as gross receipts as and when the payments are actually received. If the Lessee transfers his interest in any such contract to a third person, then Lessee shall treat the receipts as gross receipts upon the full sale or leasing contract amount, excluding any type of time-price differential.

(v) "Gross Receipts", for the purpose of the business of buying, selling or promoting the purchase, sale or leasing, as an agent or broker, on a commission or fee basis, of any property, service, stock, bond or security, includes the total commissions or fees derived from the business.

(vi) "Gross Receipts", also includes the amounts paid by members of any cooperative association or similar organization for sales or leases of personal property or performance of services by such organization.

F. Place and Manner of Payments: Lessee shall pay by check made payable to "Doña Ana County", in legal tender of the United States, and delivered or mailed to:

Finance Department
ATTN: Accounts Receivable
Doña Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Checks shall be accepted by Lessor subject to collection. Lessee agrees to pay any bank charges for any costs incurred by Lessor on account of returned or dishonored checks. The County shall not accept cash payments. Electronic payments will also be accepted as services become available.

4. IMPROVEMENTS AND CONSTRUCTION OBLIGATIONS:

A. Required Construction: Lessee shall cause to have erected upon the leased premises those improvements as set forth in the plans and specification as shall be subsequently approved by the Lessor at the sole cost and expense of Lessee.

B. FAA Requirements: Before any construction is initiated, the Lessee will comply with all FAA, Environmental, and U.S. Department of Fish and Wildlife Service requirements.

C. Development Plans: Before any construction is initiated, a pre-construction conference shall be held with the Jetport Manager, County Building Services, County Engineer, County Planning Director, and anyone else designated by the Jetport Manager for the purpose of Lessor review and approval of all plans, specifications and a construction timetable. The Jetport Manager shall determine who and what entities need to be present to comply with this provision.

All construction plans, specifications and the timetable shall be reviewed and approved or disapproved by the Jetport Manager, and the Doña Ana County Planning, Building Inspection and Engineering Departments prior to construction.

D. Construction Standards: The improvements to be constructed on the leased premises shall conform to the Development Plan timetable required by the Lessor and shall be accomplished in a good and workmanlike manner, in accordance with the plans and specifications approved by the Lessor; in accordance with County and State Building Codes; pursuant to a Building Permit to be obtained from the Doña Ana County Building Services according to the customary terms and conditions thereof; in accordance with the terms, conditions and requirements of this Lease; and in a manner consistent with State and Federal requirements and subject to the requirements of the County.

E. Hold Harmless, Indemnify and Defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, against liability claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to real property or improvements to real property, caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessee, its agents or any legal entity for whose negligence, acts or omissions any of them may be liable. Incorporated herein, however, are the terms and conditions of Section 56-7-1, NMSA. This Hold Harmless provision is to be read and construed consistent with that statutory section. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

F. Other Construction Contract Requirements: Lessee shall also include in any construction contract, if any is required by subcontractors, such provisions as may be required by Lessor relating to the operations of the Contractor on the Jetport. It is further agreed and understood that all construction contracts and subcontracts for any improvements, replacements, repairs or renewals, constructed hereunder are subject to the standards, resolutions, rules and regulations of County and/or the State of New Mexico, any and all Federal Aviation Administration (FAA) rules and regulations, the Doña Ana County International Jetport Development Guidelines, and the Doña Ana County minimum standards for Commercial Aeronautical Activities at Jetport. Prior to the commencement of any construction, Lessee shall provide Lessor, a copy of all construction subcontracts let in connection with the leased premises.

G. Completion: When the improvements have been completed, Lessee shall deliver to Lessor a certificate of an architect or structural engineer licensed to practice in the State of New Mexico and familiar with the construction of said improvements, certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all Federal, State and County rules, regulations, standards, resolutions, guidelines, laws, ordinances, orders and building codes and certifying that in the engineer's or architect's opinion such improvements have an expected useful life of a duration which is customary for such improvements under similar conditions and circumstances. Lessee shall pay for all reasonable and necessary engineering testing as required by the County Engineer. If required testing indicates that construction is not meeting required specifications or engineering standards, then lessee shall reconstruct such construction. Copies of all testing results shall be provided immediately to the County Engineer.

H. Performance: Lessee shall begin construction no later than three years after execution of this Lease by Lessor and shall complete such construction within 365 days after construction is initiated. Lessee shall conform to the deadlines and the timetable approved by Lessor for building improvements upon the leased premises subject, however, to reasonable delays caused by any act of Lessor or by weather conditions, strikes, lockouts, fire, unusual delays by common carriers, acts of God, or any cause beyond Lessee's control. Extension request shall be made in writing to the Jetport Manager.

I. Ownership and Removal of Improvements: Except as otherwise mutually agreed by the parties, all alterations and improvements made to or placed in the premises by Lessee are and shall remain Lessee's property if such alterations or improvements can be removed without undue damage to the premises and are, in fact, removed by the Lessee prior to the termination of this Agreement or within 60 days after termination. Except as otherwise mutually agreed by the parties, alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become the Lessor's property at the termination of the lease or any extensions thereto

J. Alteration of Construction Plans: The improvements to be constructed on the leased premises may not be structurally changed or altered by Lessee unless the plans and specifications for the structural change or alteration are first approved in writing by the Lessor which approval will not be unreasonably withheld.

5. INSURANCE:

A. General Conditions

Lessee shall obtain and keep in force insurance appropriate to the type of operations for which the hangar is used. If, at any time in the future, lessee or a sub-lessee, engages in Commercial Aeronautical Activity upon or from the leased premises, additional insurance types may be required.

Lessee shall furnish to the Jetport Manager prior to occupancy of the Premises and annually thereafter during the term of this Lease, Certificates of Insurance showing that the insurance requirements of this Lease have been met and that the County is named as an additional insured under the required Commercial General Liability policy (evidence of this should be through an extra signature page with the endorsement).

The County shall have the right from time-to-time to require Lessee to obtain increases in insurance coverage if the County determines that increases are necessary to provide adequate protection to Lessee or the County, but only to the extent that the increased coverage are in amounts that are commonly required by other airports for operations similar to those performed by Lessee.

New Certificates of Insurance shall be submitted to the County whenever changes or revisions occur. Each policy of insurance shall contain the following clause: It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Jetport Manager has received written notice of the cancellation or reduction.

B. Certificate of Insurance

The certificate of insurance shall reflect that:

1. All required insurance is in effect.
2. The Lessor shall be an additional insured on the Lessee's airport owners and operator's liability policy with respect to activities under this Lease.
3. The airport owners and operator's liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The airport owners and operator's liability insurance of the Lessee shall be primary insurance and any insurance or self-insurance of the Lessor shall be excess and not contributory insurance.
5. If for any reason, any material change occurs in the coverage during the course of the Lease, such change will not become effective until 30 days after the Lessor has received written notice of such change.

C. Types of Insurance Required

Lessee shall obtain insurance of the types described below from an insurer with an A. M. Bests rating of not less than A-VII:

1. Airport Owners and Operator Insurance shall cover liability arising from:
   (a) Products and completed operations, which includes refueling activities
   (b) Premises operations
   (c) Contractual liability
   (d) Unlicensed service vehicles
2. Automobile Liability Insurance covering all owned, non-owned, hired and leased service vehicles used at the Jetport, if not covered by the Jetport Owners and Operator's Insurance.
3. Property Insurance or Course of Construction Insurance written on an all risk basis for the full replacement cost, protecting the interests of the Lessee or any sub-lessee and including coverage for debris removal.
4. Environmental Impairment Liability Insurance for any fuel storage for private use including coverage for piping or dispensing of fuel.

D. Limits Required

Lessee shall maintain the following insurance limits:

1. Airport Owners and Operator Insurance shall be written with limits no less than $2,000,000 each occurrence, a $2,000,000 general aggregate and a $2,000,000 products- completed operations aggregate limit.
2. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.
3. Property Insurance or Course of Construction Insurance for the full insurable value or completed value of the Lessee occupied premises and

provided on a replacement cost basis.

6. USE RESTRICTIONS:

A. Permitted Uses: The leased premises are located within that portion of the Jetport designated and reserved for general aviation. Only uses consistent with that designation and reservation and with the Jetport Master Plan and Jetport Layout Plan, and FAA Policy Statement on Non-Aeronautical Use of Airport Hangars, shall be permitted on the leased premises. The leased premises and/or improvements thereon shall be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA office of Airports:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, *e.g.,* towbars, glider tow equipment, workbenches and tools and materials use in the servicing, maintenance, repair or outfitting of aircraft.

B. Prohibited Uses: All uses, except those uses specifically listed in Paragraph 6.A. above, are prohibited without the written approval of the Jetport Manager. Prior to commencing any Commercial Aeronautical Activity, Lessee shall obtain County approval in accordance with Doña Ana County Codes, Chapter 125, Airport.

C. No Implied Uses: Lessee shall acquire no right to utilize the leased premises or the improvements thereon other than as specifically allowed under this Lease, as may be amended.

7. MAINTENANCE OBLIGATIONS:

A. Lessee, at its own expense, shall keep the leased premises and improvements, including water, septic tanks, sewer and waste water drain lines, barrier fences, auto/pedestrian access ways, trench drains and utilities, upon and within the leased premises in good repair and maintenance, and in a safe, sanitary, orderly and sightly condition. Such leased premises and improvements shall be at all times maintained in compliance with all Federal, State and County rules, regulations, orders, building codes, ordinances and laws, as may be adopted, amended or modified from time to time. Lessee shall maintain the security of the leased premises and/or improvements. Lessee is required to maintain all asphalt installed during the project utilizing crack filling and asphalt seal coat at no less than the 10-year anniversary and prior to any extension authorizations. Additional investment will be necessary for lease extensions. Investments may include asphalt refurbishment, painting, energy efficient appliances, etc. Investments must be approved by the Jetport Manager.

B. Lessee shall be responsible for removal of all wastes from the leased premises at Lessee's expense. Lessee shall not permit rubbish, debris, waste materials or anything obnoxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased premises and/or improvements or to be disposed of improperly. The Lessee shall not permit any wastes, liquids, or other material to become a part of the effluent to any sewage plant or septic tank system which would cause

malfunction of any septic tank, plant equipment or other septic tank system or impede the normal chemical and biological workings of any plant or septic tank process system. Lessee shall also be responsible for control of animals and rodent, insect and bird elimination upon the leased premises.

8. SIGNS: Lessee shall not erect, paint or maintain any sign(s) and/or advertising display(s) whatsoever, upon the leased premises without first securing the written consent of the Jetport Manager. Signs must be in compliance with the Lessor's sign ordinance.

9. TAXES, LICENSES AND LIENS:

A. Lessee covenants and agrees to promptly pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against leased premises including personal property taxes on improvements to the leased premises and any and all utility and/or infrastructure improvement assessments applicable either to the leased premises or a pro rata share (based on Lessee's percentage share of the total rentable land within the Jetport) of such Jetport assessments. Such improvements must benefit all tenants at the Jetport and must be approved by the County, after notice to Lessee and other tenants, pursuant to applicable rules, regulations and statutes. Lessee further covenants and agrees to take out and keep current all licenses (County, State and Federal) required for the conduct of its business at and upon the Jetport, and further agrees not to permit any of said taxes, excises or license fees to become delinquent.

B. Liens: Lessee also covenants and agrees not to permit any mechanic's or materialman's lien(s) or other lien(s) to be foreclosed upon the leased premises and/or Lessee's improvements thereon, and/or any part of the Jetport thereof, by reason of any work or labor performed, or materials furnished by any mechanic, materialman or the like, if there is any authority allowed by state law to foreclose such liens against Lessor property including, but not limited to, the leased premises and/or the Jetport. Lessee further covenants and agrees to pay promptly when due, all bills, debts, and obligations incurred by it in connection with its operations on the leased premises, and not to permit the same to become delinquent and to protect the Lessor from, and to suffer no lien, mortgage, judgment or execution to be filed against the leased premises and/or Lessee's improvements thereon and/or any part of the Jetport thereof, if there is any authority allowed by state law to file such against Lessor property including, but not limited to, the leased premises and/or the Jetport. The Lessor does not grant consent for and/or does not waive sovereign immunity from any and all such lien(s), mortgage(s), judgment(s), foreclosure(s), suit(s), and/or execution(s) against the Lessor and/or Lessor property, including but not limited to, the leased premises and/or the Jetport.

10. INDEPENDENT CONTRACTOR: Nothing in this Lease Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish Lessee as an agent, representative or employee of the County for any purpose or any manner whatsoever. Lessee and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. The Lessee, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

11. SOVEREIGN IMMUNITY: By entering into this Lease Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

12. PUBLIC EMPLOYEES: As used in this Lease, "public employees" as defined in the New Mexico Tort Claims Act, means any officer(s), employee(s), servant(s) of the Lessor, including elected or appointed officials, law enforcement officers and persons acting on behalf or in service of the Lessor in any official capacity, whether with or without compensation and also including the appointed officials of the Doña Ana County International Jetport Advisory Board or County Commission but the term does not include an independent contractor(s).

13. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Lease or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

14. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

15. INCONVENIENCE DURING CONSTRUCTION AND RELOCATION:

A. Jetport Expansion and Construction: Lessee recognizes that from time to time during the term of this Lease it will be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Jetport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee in its operation at the Jetport. The Lessor reserves the right to further develop or improve the Jetport as it sees fit, and without unreasonable interference or hindrance from Lessee.

B. Relocation: If the physical development of the Jetport requires the relocation, removal or alteration of Lessee's facilities, the Lessor agrees to provide on a timely basis a comparable location without any unreasonable interruption to the Lessee's activities. The Lessor agrees to timely relocate all facilities, improvements and buildings from within the leased premises to the comparable premises at no cost to the Lessee. If such relocation of facilities is impractical, Lessor shall construct comparable facilities on such new location. In the alternative, Lessor shall have the option to terminate the lease if the cost to construct comparable facilities is deemed excessive by the Lessor. Lessee agrees that Lessor shall not be liable for claims or damages by reason of such inconvenience or interruption.

16. PROHIBITION AGAINST LEASEHOLD PLEDGE AND ASSIGNMENT:

A. General Assignments Prohibited: Lessee shall not assign nor delegate Lessee rights and obligations, any interest in this contract, or transfer any interest or assign any claims for money due or to become due under this lease without the written consent of the Lessor.

B. Mortgages and Construction Financing: Unless the Lessor previously consents in writing, which consent will not be unreasonably withheld or delayed, Lessee shall not pledge, mortgage, alienate, hypothecate, or otherwise encumber the Lease or any interest therein or grant or give any other security interest in the leased premises, voluntarily or by operation of law, except if the Lessor agrees to the construction of improvements on the leasehold by Lessee, the Lessor, upon request by the Lessee, shall permit Lessee to encumber the leasehold interest granted by the Lease for the purpose of financing such improvements, in a manner acceptable to the Lessor, but only on the leased premises on which said improvements are to be constructed; in which case, the Lessor agrees that this Lease shall be subordinate to the construction and permanent financing of such improvements. Provided, however, that in the event of a foreclosure of any mortgage or other security document granted by Lessee concerning all or any part of the leased premises created by this Lease, the foreclosing party following such foreclosure shall have no greater rights with respect to the leased premises than are granted to Lessee under this Lease and all other operations, if any, conducted by the secured foreclosing party shall be consistent with the terms, conditions, covenants and agreements of this Lease. Any mortgage or security document given by Lessee shall provide that all notices of default required to be given to Lessee by the holder hereof shall also be given to the Lessor. Should Lessor later agree to amend this Lease to permit an assignment of this Lease, as a condition to the Lessor's consent to the Lessee to assign this Lease, Lessor shall have the right to increase the Base Land Rents, compensation and other fees.

17. SUBLEASES: If Lessee desires to sublease any portion of its hangar space to another entity, Lessee shall:

A. Obtain written approval, which approval shall not be unreasonably withheld by Lessor, from the Lessor for the intended sublease activity and the form of the sublease agreement shall also be approved by the Lessor prior to the execution of such sublease.

B. Ensure that Subleases contain all the terms and conditions of this Lease as a minimum, but shall prohibit further subleases. Subleases shall be subordinate to and subject to this Lease.

C. Not be relieved of and from its duties, liabilities and obligations under this Lease for the entire premises including the sublease part.

18. CANCELLATION AND TERMINATION: The Lessor may cancel and terminate this Lease, and may repossess the leased premises, with or without process of law and without liability for including, but not limited to, any of the following circumstances:

A. In the event any installment of land rental, compensation, fees and/or other payment provided for herein is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Lessee at the address of lessee provided below, of its intention to so terminate, at the end of which time all the rights of Lessee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall

have been paid within such ten (10) days; provided, however, Lessee will be allowed only two (2) such notices within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Lessee without any right on the part of Lessee to cure such default after receiving such notice.

B. In the event of any other default of Lessee as to the term(s), condition(s), agreement(s) and/or covenant(s) of this Lease, upon giving thirty (30) days written notice to Lessee to cure the default or suffer termination, at the end of which time all rights of Lessee hereunder shall be terminated unless the default specified in such notice shall have been cured within said thirty (30) days, or unless Lessee shall take diligent steps, as determined by the Lessor, to cure such default during said period.

C. In the event Lessee shall engage in any activity or practice which hinders or interferes with the proper use and operation of the Jetport, then the Lessor may order Lessee to forthwith cease and desist from such activity or practice and should Lessee fail or refuse to comply with any such order, the Lessor may, at its option, cancel and terminate this Lease.

D. Upon occurrence of any of the following events, Lessor may terminate the Lease by giving thirty (30) days written notice to Lessee of its intention to terminate the Contract.

(1) If the Lessee shall apply for or consent to, in writing on behalf of Lessee by any of its agents or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of Lessee or of all or a substantial part of its assets;

(2) If the Lessee shall file a voluntary petition in bankruptcy, or admit in writing its inability to pay debts as they come due;

(3) If the Lessee shall make a general assignment for the benefit of creditors;

(4) If the Lessee shall file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law;

(5) If the Lessee shall file an answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, or insolvency proceedings; or if during the term of this Lease, an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Lessee bankrupt or approving a petition seeking reorganization of Lessee or appointing a receiver, trustee, or liquidator to marshal all or a substantial part of its assets, and such order, judgment or decree shall continue without stay and in effect for any period of ninety (90) consecutive days;

(6) If the Lessee shall have its estate herein divested by other operation of law;

(7) If the Lessee shall abandon its use of the premises or operations or conduct of business on the leased premises for sixty (60) days;

(8) If after the occurrence of damage or destruction, partial or total, to the improvements on the leased premises by fire, the elements or other casualty to such an extent that the Lessee is incapable of repairing and/or replacing such improvements within eight (8) months.

19. OBLIGATIONS AND RIGHTS FOLLOWING CANCELLATION AND TERMINATION OR EXPIRATION:

A. Except as otherwise provided herein, in the event of cancellation and/or termination of this Lease by the Lessor, other than for the normal or usual expiration of the term

or any renewal, or any other termination, the Lessor shall have no further obligations hereunder. Lessee shall remain liable to Lessor for all damages, rentals, compensation and other fees accrued to the date of termination and for all damages, rentals, compensation and other fees accrued during any period of holding over if the lease is terminated for any of the above reasons by Lessor.

B. Continuing Hold Harmless and Indemnity Obligations: Any and all of the Lessee's agreements to hold harmless, indemnify and defend to the Lessor and/or its "public employees" as defined in the New Mexico Tort Claims Act, shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other termination of this Lease for any reason and shall survive the cancellation, expiration of the term or any renewal or any other termination of this Lease.

C. Right to Premises: Upon the expiration of the term or any renewal, cancellation or any other termination of this Lease, the Lessee's rights to the leased premises, facilities, other rights, licensed services and privileges granted in this Lease shall immediately cease.

20. RIGHTS AND REMEDIES CUMULATIVE: Lessor shall have all rights and remedies specified herein, as well as any and all rights and remedies available to Lessor either under the common law or the laws of the State of New Mexico. The rights and remedies of the Lessor under this Lease are cumulative and are not intended to be, and shall not be, exclusive of one another. The Lessor shall have all rights and remedies provided herein (including the right to exercise any landlord's or similar lien upon property of Lessee located on or used in connection with the leased premises), and all such rights and remedies may be exercised by the Lessor. Neither the delay nor the omission to exercise any right or power nor the exercise of any right or power accruing to the Lessor shall impair any such right or power, or shall be construed to be a waiver thereof, or relieve the Lessee of any of its responsibilities or obligations under this Lease or from any liability resulting therefrom, or in any way amend, modify, alter, limit or otherwise affect the rights of the parties hereunder.

21. SURRENDER OF LEASED PREMISES AND HOLDING OVER:

A. On expiration of the term or any renewal hereof, cancellation of this Lease as herein provided or on any other termination, the Lessee shall immediately peacefully surrender and vacate the leased premises. Subject to Paragraph 4.I, supra, Lessee shall remove all alterations and improvements and restore the leased premises to its original condition, minus usual and customary wear and tear, as the same appeared at the commencement of the Lease.

B. Notwithstanding the foregoing, the Lessor reserves the option to purchase any or all of such alterations and improvements, but not including alterations and improvements that may not be removed without material damage to the leased premises, for a sum equal to the fair market value of such improvements as determined by a qualified real estate appraiser jointly appointed by the Lessor and the Lessee. Should the Lessor and the Lessee be unable to agree on the selection of an appraiser, the Lessor's appraiser and the Lessee's appraiser will appoint a third party to determine the fair market value of the improvements. Any leasehold improvements that may not be removed without material damage to the leased premises shall not be removed by the

Lessee at any time, but shall become the property of the Lessor upon the expiration of the term or any renewal, cancellation or any other termination.

C. Lessor shall have the right on such expiration of the term or any renewal, cancellation or any other termination to enter upon and take possession of said leased premises, with or without process of law, without liability for including, but not limited to, trespass.

D. Lessor may permit, in writing prior to the expiration of the terms of the lease, Lessee to hold over the use of or continue to occupy said lease premises after the expiration of the term or any renewal for an agreed period not to exceed six (6) months. Should Lessee continue to occupy said leased premises after the expiration of the term or any renewal, of this Lease, such holding over shall be deemed merely a tenancy upon the same conditions as provided in this Lease but at a rental rate, compensation and other fees as determined by the Lessor. Any rent would be equal to or higher than the rent at the expiration of the term (i.e., base land rent plus any escalations over time). This provision is intended to limit any possible period of hold over to six (6) months and is not intended as an additional six-month term on the Lease or to otherwise modify either party's right under a tenancy, including the Lessor's right to fully terminate the Lease and Lessee's right of possession upon thirty (30) days written notice from Lessor to Lessee during any hold over period.

E. If Lessee fails to remove the leasehold improvements within sixty (60) days following the date of expiration of the term or any renewal, cancellation or any other termination, then title to the leasehold improvements shall vest in the Lessor.

F. No holding over by Lessee after expiration of the term or any renewal, cancellation or any other termination of this Lease, whether with or without the consent of the Lessor, shall operate to extend or renew this Lease.

G. Should the contract be terminated for cause or breach of the terms of the contract the Lessee forfeits the right to remove improvements and the improvements immediately become the property of the Lessor. Any expenses accrued by the Lessor in executing this provision or litigation expenses or similar fees shall be paid by the Lessee.

22. WAIVER: Any waiver by the County of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. LITIGATION EXPENSES: In any action brought by either party for the interpretation of this Lease or the enforcement of the obligation(s), duty(ies) and/or liability(ies) of the Lessee or Lessor, the Lessor shall be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

24. NOTICES: All notices and/or correspondence between the parties to this Contract shall be hand delivered or sent by certified mail with return receipt requested jointly to:

Doña Ana County Manager Doña Ana County Jetport Manager 845 N Motel Blvd. Las Cruces, NM 88007	Attn: (Lessee) xxxxx

The effective date of service of any such notice shall be the date such notice is hand delivered or mailed to Lessee or the Lessor. Either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. If Lessee changes address, Lessee shall give written notice to Lessor within thirty (30) days thereof.

25. JETPORT RULES AND REGULATIONS: In addition to all other provisions of this Lease, Lessee shall comply with the Doña Ana County Code, Chapter 125 Airport, if Lessee or any sub-lessee shall be engaged in any Commercial Activities on the leasehold, the County Code, and any rules, regulations, standards, advisory circulars and/or resolutions as may be adopted or issued by the County, State of New Mexico and/or the Federal Aviation Administration, and all amendments thereto which from time to time may be adopted hereafter. Such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions are incorporated by reference as if they were fully set forth in this Lease. Failure to fully comply with such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions shall constitute a material breach of this Lease and serve as adequate grounds for termination.

26. LESSEE'S RECORDS:

A. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall keep and maintain at the Jetport, or at such other place as may be approved in writing by the Lessor, true and accurate books and records of its operations under the terms of this Lease, in a form satisfactory to the Lessor. Such books and records as well as certified financial statements, reports of any external audits prepared for Lessee and its income tax return shall be made available to the County Jetport Manager, other County staff designated by the Jetport Manager, representatives or contractors of the State Auditor, at the Jetport, for inspection and copying at any time without advance notice to Lessee during normal business hours during the term of this Lease and for two years thereafter.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall, annually, during the term hereof, and any renewal term, submit to the Jetport Manager a statement, prepared in accordance with a system of accounting satisfactory to the Lessor showing the gross receipts of the Lessee and sub-lessee (s), if any, on, in and from the leased premises at the Jetport, for the preceding twelve (12) months, which statement shall be subscribed and sworn to as correct by Lessee or one of its officers. Such statement shall show such reasonable detail and breakdowns as may be required by the Lessor.

C. If Lessee or any sub-lessee engages in any commercial operations on the premises, Lessee shall provide a monthly audit report to the Lessor for all fuel purchases and deliveries made by and/or to the Lessee for sale or use at the Jetport.

27. FEDERAL MANDATED LEASE PROVISIONS:

A. In addition to the leased premises specifically designated for its exclusive use, this Lease grants Lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized in accordance with the aviation and air navigation rules and regulations promulgated by the laws of the United States of America and the State of New Mexico, and all pertinent Codes, directives, ordinances, rules and regulations of Doña Ana County.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, or national origin.

C. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve, on a fair and equal basis, all users thereof and it shall charge fair and reasonable prices to all users for each unit of service; provided, that Lessee may be allowed to make reasonable discounts, rebates or other similar type of price reductions to volume purchasers.

D. (1) If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious affiliation, sex, race, creed, color, or national origin; and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Lessee understands and acknowledges that the Lessor has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances and respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Lessor, for certain Jetport programs and activities. Lessor is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Lessor operates or has the right to operate any facility on the Jetport providing services to the public, the following covenant, to which Lessee agrees:

> "Lessee, in its operation at and use of the Doña Ana County International Jetport, covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21. In the event of such discrimination, Lessee agrees that Lessor has the right to take such action against Lessee as the Government may direct to enforce this covenant."

(2) The Lessee does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(3) The Lessee does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

E. It is clearly understood by the Lessee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Jetport from performing any services on its own aircraft with its own regular employees or hired contractors (including, but not limited to, maintenance and repair) that it may choose to perform, provided, however, that such services shall be subject to the rules and regulations established by the Lessor and shall be consistent with the terms of any lease or sublease of hangar space.

F. (1) Lessor reserves the right (but shall not be obligated to the Lessee) to maintain and keep in repair the landing area of the Jetport and all publicly-owned facilities of the Jetport together with the right to direct and control all activities of the Lessee in this regard. If the County fails to maintain and keep in repair the landing area and/or the publicly-owned facilities of the Jetport and diminishes lessee's use, rights and/or operations on the leased premises, Lessee shall have the right to terminate the Lease upon reasonable notice to the Lessor.

(2) Lessor reserves the right (but shall not be obligated to the Lessee) to establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Jetport as may be necessary for the safe and efficient operation of the Jetport and/or to prohibit or limit any given type, kind, or class of aeronautical use of the Jetport if such action is necessary for the safe operation of the Jetport or necessary to service the civil aviation needs of the public.

G. The Lessor reserves the right to take any action it considers appropriate to protect the aerial approaches of the Jetport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jetport which, in the opinion of the Lessor, would limit the usefulness of the Jetport or constitute a hazard to aircraft.

H. (1) This Lease shall be subordinate to and subject to the provisions of any agreement between the Lessor and the United States, relative to the operation or maintenance of the Jetport. This subordination includes, but is not limited to, the right of the Lessor, during time of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with Lessee shall be suspended. This Lease shall also be subordinate to and subject to the provisions of any agreement between the Lessor and the State of New Mexico relative to the operation or maintenance of the Jetport.

(2) This Lease shall also be subordinate to and subject to the covenants and conditions of the Patent No. 30-82-0048 from the United State of America to the Lessor for the land for the Jetport. If the United States exercises its right of entry and possession of title under Patent No. 30-82-0048 or if the property under Patent No. 30-82-0048 automatically reverts to the United States, then this Lease shall terminate immediately.

I. For any commercial operations conducted on the premises, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Sub-part E, to

ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Sub-part E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. LESSEE'S COMMERCIAL OPERATIONS:

A. As governed by Doña Ana County Codes, Chapter 125, Airport; Lessee shall maintain at its own expense all necessary permits and license required in the conduct of its business, if any, at Jetport.

B. Lessee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Lessee.

C. Lessee, its officers, employees, agents and servants shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of New Mexico, the Doña Ana County Board of County Commissioners which may be applicable to its operations at the Jetport, and shall make no unlawful or offensive use of the leased premises.

D. Lessee shall bear all costs of its operation at the Jetport and/or of its use and occupancy of the leased premises and improvements and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business and/or with the use and occupancy of the leased premises and improvements, including, but not limited to, insurance and taxes.

E. If a Commercial Activity is conducted on the premises, Lessee shall provide the Jetport Manager with a schedule of the hours of operation that Lessee will be open to the public and the names and telephone numbers of Lessee's officials who shall be available at all hours of Lessee's operations at the Jetport to perform required management functions.

F. Lessee shall conform to all applicable safety, health, and sanitary codes and agrees to cooperate with the Lessor in its fire prevention efforts.

G. The Lessor or the Jetport Manager may enter upon the leased premises and/or improvements to the lessee at any reasonable time, with reasonable notice, and for any purpose necessary, incidental to or connected with the performance of the Lessee's obligations under this Lease or in the exercise of their function as County and/or Manager.

29. PERFORMANCE SURETY: If any commercial use of the premises is instituted, Lessee shall furnish a payment guarantee in the form of a performance Bond, Cashier's Check, Certified Check, Money Order, or an irrevocable Letter of Credit from a bank in an amount equal to its anticipated obligations under this Lease for a six-month period as security for the full and faithful performance and observance by Lessee of the terms, covenants, agreements and conditions of this Lease. Such security shall be provided to the Jetport Manager within thirty (30) days of the effective date of this Lease.

30. EASEMENTS:

A. The Lessor may at any time locate, in whole or in part, any easement(s) for taxiway, auto/pedestrian access way, waste water drain-line, utility and/or barrier fence on the leased premises; provided however, that such location does not diminish or permanently

interrupt such rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the lease upon reasonable notice to Lessor. During alteration work, Lessor may suspend work on such easements and restore the leased premises to a condition similar to the condition which existed prior to alterations by the Lessor. After completion of alterations, Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor. Lessee agrees to take no action that will interfere with the designated purpose of the easement.

B. Lessor possesses a perpetual easement and right-of-way for the construction, maintenance, removal and replacement of taxiway, auto/pedestrian access way, waste water drain-lines, utility lines, manholes, barrier fence, and related facilities of such size and capacity as is necessary or required for the development of the Jetport, through, over, across and under the utility easement, waste water drain-line easement, and/or barrier fence easement.

C. Except as specified above, Lessee shall have full and complete use of the surface of the leased premises encumbered by easements.

D. The Lessor may at any time and from time to time relocate, in whole or in part, any easements provided that such relocation does not diminish or permanently interrupt the rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the Lease upon reasonable notice to Lessor. The Lessor may temporarily interrupt such rights and/or operations with respect to such easement(s) during the period of relocation of easement, and the Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor.

31. EMINENT DOMAIN:

A. In the event that all or substantially all of the leased premises or any material portion of the Jetport premises or facilities outside the leased premises which Lessee is entitled to use pursuant to this Lease shall be appropriated or taken under the power of eminent domain, or by purchase in lieu thereof, at any time during the lease term so as to substantially interfere with Lessee's operations as determined by Lessee in its sole discretion, this Lease may be terminated by Lessee as of the date that title to the property taken vests in such condemning authority. In the event of a condemnation of all or a portion of the leased premises, Lessee shall be entitled to the monetary award attributable to the condemnation or purchase of the Lease from the condemning authority.

B. In all instances of an appropriation or taking of a portion of the leased premises under the power of eminent domain, or purchase in lieu thereof, when Lessee elects not to terminate this Lease and Agreement, Lessee shall restore as promptly as practicable and to the extent permitted by application of the proceeds paid by the condemning authority pursuant to any exercise of such power of eminent domain the remaining portion of the leased premises to a condition which will permit Lessee to substantially carry on its operations. Any condemnation proceeds not required for the purposes of restoration shall belong to Lessee. In the event Lessee elects not to terminate this Lease, effective as of the date of such taking, the total square footage of the leased premises shall be reduced by the amount taken by eminent domain.

32. FUEL IN HANGARS PROHIBITED: Lessee, its officers, servants, representatives, employees, agents, sub-lessee, contractors, subcontractors, invitees, customers, patrons,

successors, assigns, and/or suppliers, as well as all other persons doing business with lessee, shall not fuel aircraft in any hangar.

33. FUEL STORAGE: If Lessee stores, sells or supplies fuel, Lessee shall install above ground storage tanks in accordance with all Federal, State and County laws, rules, regulations, ordinances and building codes regulating such fuel storage. Such tanks shall be constructed in a specified fuel farm area designated in the FAA approved Jetport Layout Plan and as governed by Doña Ana County Codes, Chapter 125, Airport, Article IV, Fuel Policy.

34. CHARGES: Nothing in this Lease shall be deemed to relieve the Lessee and/or any and all of its officers, employees, representatives, agents, servants, invitees, patrons, customers, contractors, sublessee, subcontractors, successors, assigns and/or suppliers, as well as all other persons doing business with the Lessee, from any and all Jetport use or activity charges as are or may be levied generally by the Lessor directly upon the operation of aircraft.

35. UTILITIES:

A. Lessee shall obtain and install underground at its own expense any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations, and/or building codes of the State of New Mexico and the Lessor. Lessee shall pay the expense of connecting to existing utility lines and maintaining all utility facilities within the leased premises, and pay all charges for consuming such services. In the event it shall become necessary to make utility changes upon the leased premises or within any improvement covered by this Lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at its expense as directed and required by the utility company, County or the New Mexico Construction Industries Division.

B. Hold Harmless, Indemnify and defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, from any and all costs, expenses and/or charges for utility services furnished to the Lessee, necessary or required in the operation and maintenance of the leased premises, caused by or resulting from the sole or concurrent negligence of the Lessee, its agent or Lessee′s employees or any independent contractor who is directly responsible to the Lessee or from any accident which occurs in operations carried on at the direction or under the supervision of the Lessee or representative of the Lessee. This provision shall not affect the validity of any insurance contract or any benefit conferred by the Workmen′s Compensation Act. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

36. RESERVATION OF RIGHT:

A. After the Lessor fulfills its assurances to the United States and the State of New Mexico under the respective grant agreements or if the Lessor is released from such assurances, the Lessor reserves the right to terminate all aviation activities at the Jetport and to close the Jetport because of insufficient funds, operation of law and/or any other reason whatsoever. The Lessor's right to do such shall be final. If such right is exercised by the Lessor, then this Lease shall terminate immediately. The Lessor's decision as to whether or not sufficient funds are available shall be accepted by Lessee and shall be final.

B. The assurances of the Lessor to the United States and the State of New Mexico under the respective grant agreements are not obligations of the Lessor to Lessee and shall not be construed as such.

37. GOVERNING LAW: This Lease Contract shall be construed in agreement with the Laws of the State of New Mexico. The Lessee shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the County.

38. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

39. REPRESENTATION: Lessee has inspected the leased premises and is aware of the condition of the leased premises and improvements thereon, if any, and no representations as to leased premises or its conditions have been made to Lessee by Lessor except for those contained herein, if any. Lessee assumes all the risks incident to the use of the leased premises. Lessee accepts the leased premises in its present condition. Lessor and its "public employees" as defined in the new Mexico Tort Claims Act, shall not be liable to and shall be held harmless by the Lessee for any and all death(s), injury(ies) to person(s), damage(s) to property(ies) and/or damage(s) and/or liability(ies) of any other nature whatsoever resulting from hidden, latent or other dangerous condition(s) on the leased premises and/or the Jetport, for which sovereign immunity has been waived or alleged to be waived under state law and/or for which an action(s) is allowable or alleged to be allowable under federal law.

40. MERGER OF PRIOR AGREEMENTS: This Lease Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

41. AMENDMENTS: This contract shall not be altered, changed or amended except by written instrument signed by both parties and where required, approved by the New Mexico State Board of Finance.

42. SEVERABILITY: If any clause or provision of the Lease Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is voidable and no damages shall accrue to either party.

43. PROCUREMENT CODE: Both parties are bound by the terms of the Procurement Code, Sections 13-1-25 through 13-1-199, NMSA 1978 as amended. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

44. SUFFICIENT APPROPRIATIONS: The terms of this Contract are contingent upon

sufficient appropriations and authorization being made therefor by the governing board of the Lessor for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement will terminate immediately upon written notice being given to the Lessee. The decision of the Lessor as to whether sufficient appropriations are available shall be accepted by the Lessee and shall be final.

45. CONFLICT OF INTEREST: The Lessee warrants that he presently has no interest, and shall not, during the term of this Contract, acquire any interest which has the potential to conflict with performance under this contract. In the event such a conflict arises, the County shall be notified and appropriate corrective action taken. The Lessee's failure to inform the County of such conflict constitutes default and shall be grounds for immediate termination of contract by the County.

46. BINDING EFFECT OF AGREEMENT: Lessor and Lessee agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon their heirs, executors, personal representatives, administrator, assigns, successors, and transferees of Lesssee, and the death of __________ shall not terminate the lease.

47. DUPLICATE ORIGINALS: This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

48. APPROVAL OF CONTRACT/EFFECTIVE DATE: This Lease is contingent upon approval by the New Mexico State Board of Finance and shall become effective upon the date of such approval.

Lessee: XXXXX

____

XXXX XXXX

Lessor: Doña Ana County, New Mexico

By: ________________________________
XXXXXXXX, County Manager

Approved on ______________________________, 2025
by New Mexico Department of Finance & Administration
State Board of Finance

By: ________________________________

____
(Print or Type Name)

____
(Title)

CONTRACT DAC 2025-____

LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND RPSEP, LLC FOR LEASE OF JETPORT SPACE AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT, SANTA TERESA, NEW MEXICO

This Lease, made and entered into by and between the Board of County Commissioners of Doña Ana County, New Mexico, hereinafter referred to as the "Lessor," and RPSEP, LLC their heirs or successors, hereinafter called the "Lessee." This Lease supersedes all prior agreements and negotiations between the parties.

W I T N E S S E T H:

WHEREAS, Lessee desires to erect a hangar and support buildings upon a site designated as Lot (T-14B1) (Airport Layout Plan) at the Doña Ana International Jetport, (hereinafter called the "Jetport") which is owned by the Lessor, and

WHEREAS, Lessee shall submit to the Lessor those items set forth in the Doña Ana County Code, Chapter 125, Article III paragraph 125-27 B. Development Guidelines as applicable, for Lessor approval, and

WHEREAS, Lessee and the Lessor desire to enter into this Lease relating to the occupying of a facility to be constructed upon the hereinafter described Lot.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein contained and other good and valuable consideration, the mutual sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

1. LEASED PREMISES: The Lessor leases to Lessee, the area of land referred to herein as Lot T-14B1, hereinafter referred to as "leased premises," at the Doña Ana County International Jetport, Santa Teresa, New Mexico, which is depicted and described upon Exhibit "A" attached hereto and made a part hereof. The area of land Lot T-14B1 (Airport Layout Plan) to be leased is described in Exhibit A attached and contains approximately three thousand nine hundred (3,900) square feet.

2. PERIOD OF CONTRACT: The premises is hereby leased for a period of twenty five (25) years commencing from the date of approval by the New Mexico State Board of Finance. The term of the Lease may be extended once for an additional ten (10) year term upon the same terms and conditions at the discretion of the Lessor, provided that:

(i) Lessee notifies Lessor of its intention to renew one (1) year prior to the end of the term of this Lease;

(ii) Lessee, in Lessor's reasonable judgment and discretion, has maintained the leased premises in good workable condition consistent with Lessor's standards, resolutions, rules and regulations, the Doña Ana County Code Chapter 125, Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, and the Doña Ana County International Jetport Development Guidelines as may be revised during the term of this Lease or any renewal terms;

(iii) Lessee asserts that it has continuously operated its facility and at the time of renewal notice is not in receivership or bankruptcy;

(iv) Lessee is not in violation of the Doña Ana County International Jetport Development Guidelines, the Doña Ana County Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, or any other Lessor standards, resolutions, rules or regulations then existing or adopted during the term of this Lease or any renewal terms;

(v) Lessee has not been more than 60 days late in making rent payments more than three times during the term of the lease or any renewal terms;

(vi) The Lessee is current in payment of land rentals, compensation and other fees and provided; and

(vii) Lessee is not then in breach of any material term, covenant or condition of this Lease as may be amended or revised, extended or renewed.

3. <u>RENTAL RATE, OTHER FEES AND PAYMENT</u>

A. Base Land Rent and Other Rent: Lessee shall pay the County rent for the leased premises on an annual basis, as follows and governed by Doña Ana County Codes, Chapter 125, Airport:

(i) Commencing on the first day of this Lease is approved by the New Mexico State Board of Finance, Lessee shall pay the Lessor twenty-two cents (22¢) per square foot per year as Base Land Rent based on a current fair market appraisal and the fact that the hangar will be used only for storage and not operated commercially and no gross receipts generated. The Base Land Rent shall be adjusted to the current fair market value at the time of each contract renewal.

(ii) Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below in Section 3E) received from the commercial business activities as governed by the Doña Ana County Codes, Chapter 125, Airport.

(iii) Provided however, that if commercial operations are initiated, the total rent to be paid by Lessee, including Base Land Rent and additional rent calculated pursuant to Section 3A(ii) combined, shall not be less than the Base Land Rent for non-commercial use as set forth in Section 3A(i) and calculated pursuant to Section 3B of the original lease. The amount due therefore shall be the greater of the Base Land Rent calculated as if there were no

commercial aeronautical operations on, at, or from Dona Ana County International Jetport as adjusted pursuant to Section 3B of the original lease, **or** rent calculated pursuant to Sections 3A(i) and (ii) if there are commercial aeronautical operations being conducted on, at, or from the Dona Ana County International Jetport by Lessee.

(iv) In addition to rent set forth in (i) and (ii) above, Lessee shall pay Lessor a fuel flowage fee of six cents (6¢) for each gallon of fuel privately delivered to Lessee at the Jetport, or as governed by Doña Ana County Codes, Chapter 125, Airport. Payment shall be made quarterly on January 1, April 1, July 1, and October 1, of each year during the term of this Lease.

B. Rental Escalation: The negotiated Base Land Rent rate specified in 3.A(i) above, shall be increased annually according to increases in the Consumer Price Index produced by the Bureau of Labor Statistics. On each lease anniversary date, the Lessor shall give written notice to the Lessee of the Base Land Rent to be charged during the ensuing year. The increase shall be based on the All Urban Consumer (CPI-U) for All Items Category, U.S. City Average (or, if said index is no longer published, an appropriate successor index), and shall be for the most recent period available: the percentage increase over the same index for the previous twelve months, but not to exceed 4% of the Base Rent payable for the immediately preceding twelve (12) month period.

C. Additional Sublease Compensation: It is understood and agreed that Lessee, in addition to, or in lieu of its own use of the leased premises, may sublease the leased premises to other persons or entities with prior written approval of the Lessor. With respect thereto, Lessee shall pay, as additional rent, two percent (2%) of the sub-lessee's rental payment to Lessor.

D. Delinquency: The payments set forth in paragraph A of this paragraph shall be kept current. Interest shall be charged on any payment overdue five (5) to thirty (30) days at the rate of one and one-half percent (1.5%) per month prorated for the number of days late. The rate for payments overdue more than thirty (30) days shall be two percent (2%) per month prorated for the number of days over thirty days. Lessor shall also be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

E. Gross Receipts:

(i) The purpose of the Gross Receipts Surcharge is to provide revenue for public purposes by leveraging a fee for the privilege of engaging in commercial business activities on, at or from the Doña Ana County International Jetport. Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below) received from the commercial business activities. Payments, with supporting gross receipts documents, are due to the Doña Ana County Finance Department and Jetport staff on a quarterly basis. Payments not received by the last business day of the month following the completion of each quarter (January, April, July, October) will incur a late fee of $25.00 per month.

(ii) For purpose of the gross receipts surcharge provision, gross receipts means the total amounts the organization received without subtracting any costs or expenses; the only exempted revenue is that from the sale of aviation fuel which is covered by the fuel flowage fee. In an exchange in which money or other consideration received does not represent the value of the property or services exchanged, "gross receipts" means the reasonable value of the property or services exchanged. This fee is authorized to be passed along to customers as a

separate stated fee or included in the stated price.

(iii) If the business owner is a lessee of county property located on the airport, the owner/lessee is eligible for a reduction of monies owed equivalent to a reduction in Base Land Rent of five cents (5¢) per square foot per year, or as governed by the Doña Ana County Codes, Chapter 125, Airport. The business owner will begin paying 2% of the gross receipts of anything earned over the square footage of leased property multiplied by five cents (5¢). For example, if you lease 100,000 square feet, you will begin paying 2% on anything that you earn over [(100,000 x 0.05)/0.02 = $250,000] $250,000. This is equivalent to you receiving a $5,000/year reduction in your base land rent.

(iv) When the sale of property or service is made under any type of charge, conditional or time-sales contract or the leasing of property is made under a leasing contract, the Lessee may elect to treat all receipts, excluding any type of time-price differential, under such contracts as gross receipts as and when the payments are actually received. If the Lessee transfers his interest in any such contract to a third person, then Lessee shall treat the receipts as gross receipts upon the full sale or leasing contract amount, excluding any type of time-price differential.

(v) "Gross Receipts", for the purpose of the business of buying, selling or promoting the purchase, sale or leasing, as an agent or broker, on a commission or fee basis, of any property, service, stock, bond or security, includes the total commissions or fees derived from the business.

(vi) "Gross Receipts", also includes the amounts paid by members of any cooperative association or similar organization for sales or leases of personal property or performance of services by such organization.

F. Place and Manner of Payments: Lessee shall pay by check made payable to "Doña Ana County", in legal tender of the United States, and delivered or mailed to:

Finance Department
ATTN: Accounts Receivable
Doña Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Checks shall be accepted by Lessor subject to collection. Lessee agrees to pay any bank charges for any costs incurred by Lessor on account of returned or dishonored checks. The County shall not accept cash payments. Electronic payments will also be accepted as services become available.

4. IMPROVEMENTS AND CONSTRUCTION OBLIGATIONS:

A. Required Construction: Lessee shall cause to have erected upon the leased premises those improvements as set forth in the plans and specification as shall be subsequently approved by the Lessor at the sole cost and expense of Lessee.

B. FAA Requirements: Before any construction is initiated, the Lessee will comply with all FAA, Environmental, and U.S. Department of Fish and Wildlife Service requirements.

C. Development Plans: Before any construction is initiated, a pre-construction conference shall be held with the Jetport Manager, County Building Services, County Engineer, County Planning Director, and anyone else designated by the Jetport Manager for the purpose of Lessor review and approval of all plans, specifications and a construction timetable. The Jetport Manager shall determine who and what entities need to be present to comply with this provision.

All construction plans, specifications and the timetable shall be reviewed and approved or disapproved by the Jetport Manager, and the Doña Ana County Planning, Building Inspection and Engineering Departments prior to construction.

D. Construction Standards: The improvements to be constructed on the leased premises shall conform to the Development Plan timetable required by the Lessor and shall be accomplished in a good and workmanlike manner, in accordance with the plans and specifications approved by the Lessor; in accordance with County and State Building Codes; pursuant to a Building Permit to be obtained from the Doña Ana County Building Services according to the customary terms and conditions thereof; in accordance with the terms, conditions and requirements of this Lease; and in a manner consistent with State and Federal requirements and subject to the requirements of the County.

E. Hold Harmless, Indemnify and Defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, against liability claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to real property or improvements to real property, caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessee, its agents or any legal entity for whose negligence, acts or omissions any of them may be liable. Incorporated herein, however, are the terms and conditions of Section 56-7-1, NMSA. This Hold Harmless provision is to be read and construed consistent with that statutory section. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

F. Other Construction Contract Requirements: Lessee shall also include in any construction contract, if any is required by subcontractors, such provisions as may be required by Lessor relating to the operations of the Contractor on the Jetport. It is further agreed and understood that all construction contracts and subcontracts for any improvements, replacements, repairs or renewals, constructed hereunder are subject to the standards, resolutions, rules and regulations of County and/or the State of New Mexico, any and all Federal Aviation Administration (FAA) rules and regulations, the Doña Ana County International Jetport Development Guidelines, and the Doña Ana County minimum standards for Commercial Aeronautical Activities at Jetport. Prior to the commencement of any construction, Lessee shall provide Lessor, a copy of all construction subcontracts let in connection with the leased premises.

G. Completion: When the improvements have been completed, Lessee shall deliver to Lessor a certificate of an architect or structural engineer licensed to practice in the State of New Mexico and familiar with the construction of said improvements, certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all Federal, State and County rules, regulations, standards, resolutions, guidelines, laws, ordinances, orders and building codes and certifying that in the engineer's or architect's opinion such improvements have an expected useful life of a duration which is customary for such improvements under similar conditions and circumstances. Lessee shall pay for all reasonable and necessary engineering testing as required by the County Engineer. If required testing indicates that construction is not meeting required specifications or engineering standards, then lessee shall reconstruct such construction. Copies of all testing results shall be provided immediately to the County Engineer.

H. Performance: Lessee shall begin construction no later than three years after execution of this Lease by Lessor and shall complete such construction within 365 days after construction is initiated. Lessee shall conform to the deadlines and the timetable approved by Lessor for building improvements upon the leased premises subject, however, to reasonable delays caused by any act of Lessor or by weather conditions, strikes, lockouts, fire, unusual delays by common carriers, acts of God, or any cause beyond Lessee's control. Extension request shall be made in writing to the Jetport Manager.

I. Ownership and Removal of Improvements: Except as otherwise mutually agreed by the parties, all alterations and improvements made to or placed in the premises by Lessee are and shall remain Lessee's property if such alterations or improvements can be removed without undue damage to the premises and are, in fact, removed by the Lessee prior to the termination of this Agreement or within 60 days after termination. Except as otherwise mutually agreed by the parties, alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become the Lessor's property at the termination of the lease or any extensions thereto

J. Alteration of Construction Plans: The improvements to be constructed on the leased premises may not be structurally changed or altered by Lessee unless the plans and specifications for the structural change or alteration are first approved in writing by the Lessor which approval will not be unreasonably withheld.

5. INSURANCE:

A. General Conditions

Lessee shall obtain and keep in force insurance appropriate to the type of operations for which the hangar is used. If, at any time in the future, lessee or a sub-lessee, engages in Commercial Aeronautical Activity upon or from the leased premises, additional insurance types may be required.

Lessee shall furnish to the Jetport Manager prior to occupancy of the Premises and annually thereafter during the term of this Lease, Certificates of Insurance showing that the insurance requirements of this Lease have been met and that the County is named as an additional insured under the required Commercial General Liability policy (evidence of this should be through an extra signature page with the endorsement).

The County shall have the right from time-to-time to require Lessee to obtain increases in insurance coverage if the County determines that increases are necessary to provide adequate protection to Lessee or the County, but only to the extent that the increased coverage are in amounts that are commonly required by other airports for operations similar to those performed by Lessee.

New Certificates of Insurance shall be submitted to the County whenever changes or revisions occur. Each policy of insurance shall contain the following clause: It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Jetport Manager has received written notice of the cancellation or reduction.

B. Certificate of Insurance

The certificate of insurance shall reflect that:

1. All required insurance is in effect.
2. The Lessor shall be an additional insured on the Lessee's airport owners and operator's liability policy with respect to activities under this Lease.
3. The airport owners and operator's liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The airport owners and operator's liability insurance of the Lessee shall be primary insurance and any insurance or self-insurance of the Lessor shall be excess and not contributory insurance.
5. If for any reason, any material change occurs in the coverage during the course of the Lease, such change will not become effective until 30 days after the Lessor has received written notice of such change.

C. Types of Insurance Required

Lessee shall obtain insurance of the types described below from an insurer with an A. M. Bests rating of not less than A-VII:

1. Airport Owners and Operator Insurance shall cover liability arising from:
   (a) Products and completed operations, which includes refueling activities
   (b) Premises operations
   (c) Contractual liability
   (d) Unlicensed service vehicles
2. Automobile Liability Insurance covering all owned, non-owned, hired and leased service vehicles used at the Jetport, if not covered by the Jetport Owners and Operator's Insurance.
3. Property Insurance or Course of Construction Insurance written on an all risk basis for the full replacement cost, protecting the interests of the Lessee or any sub-lessee and including coverage for debris removal.
4. Environmental Impairment Liability Insurance for any fuel storage for private use including coverage for piping or dispensing of fuel.

D. Limits Required

Lessee shall maintain the following insurance limits:

1. Airport Owners and Operator Insurance shall be written with limits no less than $2,000,000 each occurrence, a $2,000,000 general aggregate and a $2,000,000 products- completed operations aggregate limit.
2. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.
3. Property Insurance or Course of Construction Insurance for the full insurable value or completed value of the Lessee occupied premises and

provided on a replacement cost basis.

6. USE RESTRICTIONS:

A. Permitted Uses: The leased premises are located within that portion of the Jetport designated and reserved for general aviation. Only uses consistent with that designation and reservation and with the Jetport Master Plan and Jetport Layout Plan, and FAA Policy Statement on Non-Aeronautical Use of Airport Hangars, shall be permitted on the leased premises. The leased premises and/or improvements thereon shall be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA office of Airports:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, *e.g.,* towbars, glider tow equipment, workbenches and tools and materials use in the servicing, maintenance, repair or outfitting of aircraft.

B. Prohibited Uses: All uses, except those uses specifically listed in Paragraph 6.A. above, are prohibited without the written approval of the Jetport Manager. Prior to commencing any Commercial Aeronautical Activity, Lessee shall obtain County approval in accordance with Doña Ana County Codes, Chapter 125, Airport.

C. No Implied Uses: Lessee shall acquire no right to utilize the leased premises or the improvements thereon other than as specifically allowed under this Lease, as may be amended.

7. MAINTENANCE OBLIGATIONS:

A. Lessee, at its own expense, shall keep the leased premises and improvements, including water, septic tanks, sewer and waste water drain lines, barrier fences, auto/pedestrian access ways, trench drains and utilities, upon and within the leased premises in good repair and maintenance, and in a safe, sanitary, orderly and sightly condition. Such leased premises and improvements shall be at all times maintained in compliance with all Federal, State and County rules, regulations, orders, building codes, ordinances and laws, as may be adopted, amended or modified from time to time. Lessee shall maintain the security of the leased premises and/or improvements. Lessee is required to maintain all asphalt installed during the project utilizing crack filling and asphalt seal coat at no less than the 10-year anniversary and prior to any extension authorizations. Additional investment will be necessary for lease extensions. Investments may include asphalt refurbishment, painting, energy efficient appliances, etc. Investments must be approved by the Jetport Manager.

B. Lessee shall be responsible for removal of all wastes from the leased premises at Lessee's expense. Lessee shall not permit rubbish, debris, waste materials or anything obnoxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased premises and/or improvements or to be disposed of improperly. The Lessee shall not permit any wastes, liquids, or other material to become a part of the effluent to any sewage plant or septic tank system which would cause

malfunction of any septic tank, plant equipment or other septic tank system or impede the normal chemical and biological workings of any plant or septic tank process system. Lessee shall also be responsible for control of animals and rodent, insect and bird elimination upon the leased premises.

8. SIGNS: Lessee shall not erect, paint or maintain any sign(s) and/or advertising display(s) whatsoever, upon the leased premises without first securing the written consent of the Jetport Manager. Signs must be in compliance with the Lessor's sign ordinance.

9. TAXES, LICENSES AND LIENS:

A. Lessee covenants and agrees to promptly pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against leased premises including personal property taxes on improvements to the leased premises and any and all utility and/or infrastructure improvement assessments applicable either to the leased premises or a pro rata share (based on Lessee's percentage share of the total rentable land within the Jetport) of such Jetport assessments. Such improvements must benefit all tenants at the Jetport and must be approved by the County, after notice to Lessee and other tenants, pursuant to applicable rules, regulations and statutes. Lessee further covenants and agrees to take out and keep current all licenses (County, State and Federal) required for the conduct of its business at and upon the Jetport, and further agrees not to permit any of said taxes, excises or license fees to become delinquent.

B. Liens: Lessee also covenants and agrees not to permit any mechanic's or materialman's lien(s) or other lien(s) to be foreclosed upon the leased premises and/or Lessee's improvements thereon, and/or any part of the Jetport thereof, by reason of any work or labor performed, or materials furnished by any mechanic, materialman or the like, if there is any authority allowed by state law to foreclose such liens against Lessor property including, but not limited to, the leased premises and/or the Jetport. Lessee further covenants and agrees to pay promptly when due, all bills, debts, and obligations incurred by it in connection with its operations on the leased premises, and not to permit the same to become delinquent and to protect the Lessor from, and to suffer no lien, mortgage, judgment or execution to be filed against the leased premises and/or Lessee's improvements thereon and/or any part of the Jetport thereof, if there is any authority allowed by state law to file such against Lessor property including, but not limited to, the leased premises and/or the Jetport. The Lessor does not grant consent for and/or does not waive sovereign immunity from any and all such lien(s), mortgage(s), judgment(s), foreclosure(s), suit(s), and/or execution(s) against the Lessor and/or Lessor property, including but not limited to, the leased premises and/or the Jetport.

10. INDEPENDENT CONTRACTOR: Nothing in this Lease Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish Lessee as an agent, representative or employee of the County for any purpose or any manner whatsoever. Lessee and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. The Lessee, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

11. SOVEREIGN IMMUNITY: By entering into this Lease Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

12. PUBLIC EMPLOYEES: As used in this Lease, "public employees" as defined in the New Mexico Tort Claims Act, means any officer(s), employee(s), servant(s) of the Lessor, including elected or appointed officials, law enforcement officers and persons acting on behalf or in service of the Lessor in any official capacity, whether with or without compensation and also including the appointed officials of the Doña Ana County International Jetport Advisory Board or County Commission but the term does not include an independent contractor(s).

13. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Lease or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

14. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

15. INCONVENIENCE DURING CONSTRUCTION AND RELOCATION:

A. Jetport Expansion and Construction: Lessee recognizes that from time to time during the term of this Lease it will be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Jetport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee in its operation at the Jetport. The Lessor reserves the right to further develop or improve the Jetport as it sees fit, and without unreasonable interference or hindrance from Lessee.

B. Relocation: If the physical development of the Jetport requires the relocation, removal or alteration of Lessee's facilities, the Lessor agrees to provide on a timely basis a comparable location without any unreasonable interruption to the Lessee's activities. The Lessor agrees to timely relocate all facilities, improvements and buildings from within the leased premises to the comparable premises at no cost to the Lessee. If such relocation of facilities is impractical, Lessor shall construct comparable facilities on such new location. In the alternative, Lessor shall have the option to terminate the lease if the cost to construct comparable facilities is deemed excessive by the Lessor. Lessee agrees that Lessor shall not be liable for claims or damages by reason of such inconvenience or interruption.

16. PROHIBITION AGAINST LEASEHOLD PLEDGE AND ASSIGNMENT:

A. General Assignments Prohibited: Lessee shall not assign nor delegate Lessee rights and obligations, any interest in this contract, or transfer any interest or assign any claims for money due or to become due under this lease without the written consent of the Lessor.

B. Mortgages and Construction Financing: Unless the Lessor previously consents in writing, which consent will not be unreasonably withheld or delayed, Lessee shall not pledge, mortgage, alienate, hypothecate, or otherwise encumber the Lease or any interest therein or grant or give any other security interest in the leased premises, voluntarily or by operation of law, except if the Lessor agrees to the construction of improvements on the leasehold by Lessee, the Lessor, upon request by the Lessee, shall permit Lessee to encumber the leasehold interest granted by the Lease for the purpose of financing such improvements, in a manner acceptable to the Lessor, but only on the leased premises on which said improvements are to be constructed; in which case, the Lessor agrees that this Lease shall be subordinate to the construction and permanent financing of such improvements. Provided, however, that in the event of a foreclosure of any mortgage or other security document granted by Lessee concerning all or any part of the leased premises created by this Lease, the foreclosing party following such foreclosure shall have no greater rights with respect to the leased premises than are granted to Lessee under this Lease and all other operations, if any, conducted by the secured foreclosing party shall be consistent with the terms, conditions, covenants and agreements of this Lease. Any mortgage or security document given by Lessee shall provide that all notices of default required to be given to Lessee by the holder hereof shall also be given to the Lessor. Should Lessor later agree to amend this Lease to permit an assignment of this Lease, as a condition to the Lessor's consent to the Lessee to assign this Lease, Lessor shall have the right to increase the Base Land Rents, compensation and other fees.

17. SUBLEASES: If Lessee desires to sublease any portion of its hangar space to another entity, Lessee shall:

A. Obtain written approval, which approval shall not be unreasonably withheld by Lessor, from the Lessor for the intended sublease activity and the form of the sublease agreement shall also be approved by the Lessor prior to the execution of such sublease.

B. Ensure that Subleases contain all the terms and conditions of this Lease as a minimum, but shall prohibit further subleases. Subleases shall be subordinate to and subject to this Lease.

C. Not be relieved of and from its duties, liabilities and obligations under this Lease for the entire premises including the sublease part.

18. CANCELLATION AND TERMINATION: The Lessor may cancel and terminate this Lease, and may repossess the leased premises, with or without process of law and without liability for including, but not limited to, any of the following circumstances:

A. In the event any installment of land rental, compensation, fees and/or other payment provided for herein is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Lessee at the address of lessee provided below, of its intention to so terminate, at the end of which time all the rights of Lessee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall

have been paid within such ten (10) days; provided, however, Lessee will be allowed only two (2) such notices within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Lessee without any right on the part of Lessee to cure such default after receiving such notice.

B. In the event of any other default of Lessee as to the term(s), condition(s), agreement(s) and/or covenant(s) of this Lease, upon giving thirty (30) days written notice to Lessee to cure the default or suffer termination, at the end of which time all rights of Lessee hereunder shall be terminated unless the default specified in such notice shall have been cured within said thirty (30) days, or unless Lessee shall take diligent steps, as determined by the Lessor, to cure such default during said period.

C. In the event Lessee shall engage in any activity or practice which hinders or interferes with the proper use and operation of the Jetport, then the Lessor may order Lessee to forthwith cease and desist from such activity or practice and should Lessee fail or refuse to comply with any such order, the Lessor may, at its option, cancel and terminate this Lease.

D. Upon occurrence of any of the following events, Lessor may terminate the Lease by giving thirty (30) days written notice to Lessee of its intention to terminate the Contract.

(1) If the Lessee shall apply for or consent to, in writing on behalf of Lessee by any of its agents or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of Lessee or of all or a substantial part of its assets;

(2) If the Lessee shall file a voluntary petition in bankruptcy, or admit in writing its inability to pay debts as they come due;

(3) If the Lessee shall make a general assignment for the benefit of creditors;

(4) If the Lessee shall file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law;

(5) If the Lessee shall file an answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, or insolvency proceedings; or if during the term of this Lease, an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Lessee bankrupt or approving a petition seeking reorganization of Lessee or appointing a receiver, trustee, or liquidator to marshal all or a substantial part of its assets, and such order, judgment or decree shall continue without stay and in effect for any period of ninety (90) consecutive days;

(6) If the Lessee shall have its estate herein divested by other operation of law;

(7) If the Lessee shall abandon its use of the premises or operations or conduct of business on the leased premises for sixty (60) days;

(8) If after the occurrence of damage or destruction, partial or total, to the improvements on the leased premises by fire, the elements or other casualty to such an extent that the Lessee is incapable of repairing and/or replacing such improvements within eight (8) months.

19. OBLIGATIONS AND RIGHTS FOLLOWING CANCELLATION AND TERMINATION OR EXPIRATION:

A. Except as otherwise provided herein, in the event of cancellation and/or termination of this Lease by the Lessor, other than for the normal or usual expiration of the term

or any renewal, or any other termination, the Lessor shall have no further obligations hereunder. Lessee shall remain liable to Lessor for all damages, rentals, compensation and other fees accrued to the date of termination and for all damages, rentals, compensation and other fees accrued during any period of holding over if the lease is terminated for any of the above reasons by Lessor.

B. Continuing Hold Harmless and Indemnity Obligations: Any and all of the Lessee's agreements to hold harmless, indemnify and defend to the Lessor and/or its "public employees" as defined in the New Mexico Tort Claims Act, shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other termination of this Lease for any reason and shall survive the cancellation, expiration of the term or any renewal or any other termination of this Lease.

C. Right to Premises: Upon the expiration of the term or any renewal, cancellation or any other termination of this Lease, the Lessee's rights to the leased premises, facilities, other rights, licensed services and privileges granted in this Lease shall immediately cease.

20. RIGHTS AND REMEDIES CUMULATIVE: Lessor shall have all rights and remedies specified herein, as well as any and all rights and remedies available to Lessor either under the common law or the laws of the State of New Mexico. The rights and remedies of the Lessor under this Lease are cumulative and are not intended to be, and shall not be, exclusive of one another. The Lessor shall have all rights and remedies provided herein (including the right to exercise any landlord's or similar lien upon property of Lessee located on or used in connection with the leased premises), and all such rights and remedies may be exercised by the Lessor. Neither the delay nor the omission to exercise any right or power nor the exercise of any right or power accruing to the Lessor shall impair any such right or power, or shall be construed to be a waiver thereof, or relieve the Lessee of any of its responsibilities or obligations under this Lease or from any liability resulting therefrom, or in any way amend, modify, alter, limit or otherwise affect the rights of the parties hereunder.

21. SURRENDER OF LEASED PREMISES AND HOLDING OVER:

A. On expiration of the term or any renewal hereof, cancellation of this Lease as herein provided or on any other termination, the Lessee shall immediately peacefully surrender and vacate the leased premises. Subject to Paragraph 4.I, supra, Lessee shall remove all alterations and improvements and restore the leased premises to its original condition, minus usual and customary wear and tear, as the same appeared at the commencement of the Lease.

B. Notwithstanding the foregoing, the Lessor reserves the option to purchase any or all of such alterations and improvements, but not including alterations and improvements that may not be removed without material damage to the leased premises, for a sum equal to the fair market value of such improvements as determined by a qualified real estate appraiser jointly appointed by the Lessor and the Lessee. Should the Lessor and the Lessee be unable to agree on the selection of an appraiser, the Lessor's appraiser and the Lessee's appraiser will appoint a third party to determine the fair market value of the improvements. Any leasehold improvements that may not be removed without material damage to the leased premises shall not be removed by the

Lessee at any time, but shall become the property of the Lessor upon the expiration of the term or any renewal, cancellation or any other termination.

C. Lessor shall have the right on such expiration of the term or any renewal, cancellation or any other termination to enter upon and take possession of said leased premises, with or without process of law, without liability for including, but not limited to, trespass.

D. Lessor may permit, in writing prior to the expiration of the terms of the lease, Lessee to hold over the use of or continue to occupy said lease premises after the expiration of the term or any renewal for an agreed period not to exceed six (6) months. Should Lessee continue to occupy said leased premises after the expiration of the term or any renewal, of this Lease, such holding over shall be deemed merely a tenancy upon the same conditions as provided in this Lease but at a rental rate, compensation and other fees as determined by the Lessor. Any rent would be equal to or higher than the rent at the expiration of the term (i.e., base land rent plus any escalations over time). This provision is intended to limit any possible period of hold over to six (6) months and is not intended as an additional six-month term on the Lease or to otherwise modify either party's right under a tenancy, including the Lessor's right to fully terminate the Lease and Lessee's right of possession upon thirty (30) days written notice from Lessor to Lessee during any hold over period.

E. If Lessee fails to remove the leasehold improvements within sixty (60) days following the date of expiration of the term or any renewal, cancellation or any other termination, then title to the leasehold improvements shall vest in the Lessor.

F. No holding over by Lessee after expiration of the term or any renewal, cancellation or any other termination of this Lease, whether with or without the consent of the Lessor, shall operate to extend or renew this Lease.

G. Should the contract be terminated for cause or breach of the terms of the contract the Lessee forfeits the right to remove improvements and the improvements immediately become the property of the Lessor. Any expenses accrued by the Lessor in executing this provision or litigation expenses or similar fees shall be paid by the Lessee.

22. WAIVER: Any waiver by the County of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. LITIGATION EXPENSES: In any action brought by either party for the interpretation of this Lease or the enforcement of the obligation(s), duty(ies) and/or liability(ies) of the Lessee or Lessor, the Lessor shall be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

24. NOTICES: All notices and/or correspondence between the parties to this Contract shall be hand delivered or sent by certified mail with return receipt requested jointly to:

Doña Ana County Manager Doña Ana County Jetport Manager 845 N Motel Blvd. Las Cruces, NM 88007	Attn: (Lessee) xxxxx

The effective date of service of any such notice shall be the date such notice is hand delivered or mailed to Lessee or the Lessor. Either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. If Lessee changes address, Lessee shall give written notice to Lessor within thirty (30) days thereof.

25. JETPORT RULES AND REGULATIONS: In addition to all other provisions of this Lease, Lessee shall comply with the Doña Ana County Code, Chapter 125 Airport, if Lessee or any sub-lessee shall be engaged in any Commercial Activities on the leasehold, the County Code, and any rules, regulations, standards, advisory circulars and/or resolutions as may be adopted or issued by the County, State of New Mexico and/or the Federal Aviation Administration, and all amendments thereto which from time to time may be adopted hereafter. Such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions are incorporated by reference as if they were fully set forth in this Lease. Failure to fully comply with such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions shall constitute a material breach of this Lease and serve as adequate grounds for termination.

26. LESSEE'S RECORDS:

A. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall keep and maintain at the Jetport, or at such other place as may be approved in writing by the Lessor, true and accurate books and records of its operations under the terms of this Lease, in a form satisfactory to the Lessor. Such books and records as well as certified financial statements, reports of any external audits prepared for Lessee and its income tax return shall be made available to the County Jetport Manager, other County staff designated by the Jetport Manager, representatives or contractors of the State Auditor, at the Jetport, for inspection and copying at any time without advance notice to Lessee during normal business hours during the term of this Lease and for two years thereafter.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall, annually, during the term hereof, and any renewal term, submit to the Jetport Manager a statement, prepared in accordance with a system of accounting satisfactory to the Lessor showing the gross receipts of the Lessee and sub-lessee (s), if any, on, in and from the leased premises at the Jetport, for the preceding twelve (12) months, which statement shall be subscribed and sworn to as correct by Lessee or one of its officers. Such statement shall show such reasonable detail and breakdowns as may be required by the Lessor.

C. If Lessee or any sub-lessee engages in any commercial operations on the premises, Lessee shall provide a monthly audit report to the Lessor for all fuel purchases and deliveries made by and/or to the Lessee for sale or use at the Jetport.

27. FEDERAL MANDATED LEASE PROVISIONS:

A. In addition to the leased premises specifically designated for its exclusive use, this Lease grants Lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized in accordance with the aviation and air navigation rules and regulations promulgated by the laws of the United States of America and the State of New Mexico, and all pertinent Codes, directives, ordinances, rules and regulations of Doña Ana County.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, or national origin.

C. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve, on a fair and equal basis, all users thereof and it shall charge fair and reasonable prices to all users for each unit of service; provided, that Lessee may be allowed to make reasonable discounts, rebates or other similar type of price reductions to volume purchasers.

D. (1) If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious affiliation, sex, race, creed, color, or national origin; and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Lessee understands and acknowledges that the Lessor has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances and respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Lessor, for certain Jetport programs and activities. Lessor is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Lessor operates or has the right to operate any facility on the Jetport providing services to the public, the following covenant, to which Lessee agrees:

> "Lessee, in its operation at and use of the Doña Ana County International Jetport, covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21. In the event of such discrimination, Lessee agrees that Lessor has the right to take such action against Lessee as the Government may direct to enforce this covenant."

(2) The Lessee does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(3) The Lessee does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

E. It is clearly understood by the Lessee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Jetport from performing any services on its own aircraft with its own regular employees or hired contractors (including, but not limited to, maintenance and repair) that it may choose to perform, provided, however, that such services shall be subject to the rules and regulations established by the Lessor and shall be consistent with the terms of any lease or sublease of hangar space.

F. (1) Lessor reserves the right (but shall not be obligated to the Lessee) to maintain and keep in repair the landing area of the Jetport and all publicly-owned facilities of the Jetport together with the right to direct and control all activities of the Lessee in this regard. If the County fails to maintain and keep in repair the landing area and/or the publicly-owned facilities of the Jetport and diminishes lessee′s use, rights and/or operations on the leased premises, Lessee shall have the right to terminate the Lease upon reasonable notice to the Lessor.

(2) Lessor reserves the right (but shall not be obligated to the Lessee) to establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Jetport as may be necessary for the safe and efficient operation of the Jetport and/or to prohibit or limit any given type, kind, or class of aeronautical use of the Jetport if such action is necessary for the safe operation of the Jetport or necessary to service the civil aviation needs of the public.

G. The Lessor reserves the right to take any action it considers appropriate to protect the aerial approaches of the Jetport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jetport which, in the opinion of the Lessor, would limit the usefulness of the Jetport or constitute a hazard to aircraft.

H. (1) This Lease shall be subordinate to and subject to the provisions of any agreement between the Lessor and the United States, relative to the operation or maintenance of the Jetport. This subordination includes, but is not limited to, the right of the Lessor, during time of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with Lessee shall be suspended. This Lease shall also be subordinate to and subject to the provisions of any agreement between the Lessor and the State of New Mexico relative to the operation or maintenance of the Jetport.

(2) This Lease shall also be subordinate to and subject to the covenants and conditions of the Patent No. 30-82-0048 from the United State of America to the Lessor for the land for the Jetport. If the United States exercises its right of entry and possession of title under Patent No. 30-82-0048 or if the property under Patent No. 30-82-0048 automatically reverts to the United States, then this Lease shall terminate immediately.

I. For any commercial operations conducted on the premises, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Sub-part E, to

ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Sub-part E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. LESSEE'S COMMERCIAL OPERATIONS:

A. As governed by Doña Ana County Codes, Chapter 125, Airport; Lessee shall maintain at its own expense all necessary permits and license required in the conduct of its business, if any, at Jetport.

B. Lessee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Lessee.

C. Lessee, its officers, employees, agents and servants shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of New Mexico, the Doña Ana County Board of County Commissioners which may be applicable to its operations at the Jetport, and shall make no unlawful or offensive use of the leased premises.

D. Lessee shall bear all costs of its operation at the Jetport and/or of its use and occupancy of the leased premises and improvements and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business and/or with the use and occupancy of the leased premises and improvements, including, but not limited to, insurance and taxes.

E. If a Commercial Activity is conducted on the premises, Lessee shall provide the Jetport Manager with a schedule of the hours of operation that Lessee will be open to the public and the names and telephone numbers of Lessee's officials who shall be available at all hours of Lessee's operations at the Jetport to perform required management functions.

F. Lessee shall conform to all applicable safety, health, and sanitary codes and agrees to cooperate with the Lessor in its fire prevention efforts.

G. The Lessor or the Jetport Manager may enter upon the leased premises and/or improvements to the lessee at any reasonable time, with reasonable notice, and for any purpose necessary, incidental to or connected with the performance of the Lessee's obligations under this Lease or in the exercise of their function as County and/or Manager.

29. PERFORMANCE SURETY: If any commercial use of the premises is instituted, Lessee shall furnish a payment guarantee in the form of a performance Bond, Cashier's Check, Certified Check, Money Order, or an irrevocable Letter of Credit from a bank in an amount equal to its anticipated obligations under this Lease for a six-month period as security for the full and faithful performance and observance by Lessee of the terms, covenants, agreements and conditions of this Lease. Such security shall be provided to the Jetport Manager within thirty (30) days of the effective date of this Lease.

30. EASEMENTS:

A. The Lessor may at any time locate, in whole or in part, any easement(s) for taxiway, auto/pedestrian access way, waste water drain-line, utility and/or barrier fence on the leased premises; provided however, that such location does not diminish or permanently

interrupt such rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the lease upon reasonable notice to Lessor. During alteration work, Lessor may suspend work on such easements and restore the leased premises to a condition similar to the condition which existed prior to alterations by the Lessor. After completion of alterations, Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor. Lessee agrees to take no action that will interfere with the designated purpose of the easement.

B. Lessor possesses a perpetual easement and right-of-way for the construction, maintenance, removal and replacement of taxiway, auto/pedestrian access way, waste water drain-lines, utility lines, manholes, barrier fence, and related facilities of such size and capacity as is necessary or required for the development of the Jetport, through, over, across and under the utility easement, waste water drain-line easement, and/or barrier fence easement.

C. Except as specified above, Lessee shall have full and complete use of the surface of the leased premises encumbered by easements.

D. The Lessor may at any time and from time to time relocate, in whole or in part, any easements provided that such relocation does not diminish or permanently interrupt the rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the Lease upon reasonable notice to Lessor. The Lessor may temporarily interrupt such rights and/or operations with respect to such easement(s) during the period of relocation of easement, and the Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor.

31. EMINENT DOMAIN:

A. In the event that all or substantially all of the leased premises or any material portion of the Jetport premises or facilities outside the leased premises which Lessee is entitled to use pursuant to this Lease shall be appropriated or taken under the power of eminent domain, or by purchase in lieu thereof, at any time during the lease term so as to substantially interfere with Lessee's operations as determined by Lessee in its sole discretion, this Lease may be terminated by Lessee as of the date that title to the property taken vests in such condemning authority. In the event of a condemnation of all or a portion of the leased premises, Lessee shall be entitled to the monetary award attributable to the condemnation or purchase of the Lease from the condemning authority.

B. In all instances of an appropriation or taking of a portion of the leased premises under the power of eminent domain, or purchase in lieu thereof, when Lessee elects not to terminate this Lease and Agreement, Lessee shall restore as promptly as practicable and to the extent permitted by application of the proceeds paid by the condemning authority pursuant to any exercise of such power of eminent domain the remaining portion of the leased premises to a condition which will permit Lessee to substantially carry on its operations. Any condemnation proceeds not required for the purposes of restoration shall belong to Lessee. In the event Lessee elects not to terminate this Lease, effective as of the date of such taking, the total square footage of the leased premises shall be reduced by the amount taken by eminent domain.

32. FUEL IN HANGARS PROHIBITED: Lessee, its officers, servants, representatives, employees, agents, sub-lessee, contractors, subcontractors, invitees, customers, patrons,

successors, assigns, and/or suppliers, as well as all other persons doing business with lessee, shall not fuel aircraft in any hangar.

33. FUEL STORAGE: If Lessee stores, sells or supplies fuel, Lessee shall install above ground storage tanks in accordance with all Federal, State and County laws, rules, regulations, ordinances and building codes regulating such fuel storage. Such tanks shall be constructed in a specified fuel farm area designated in the FAA approved Jetport Layout Plan and as governed by Doña Ana County Codes, Chapter 125, Airport, Article IV, Fuel Policy.

34. CHARGES: Nothing in this Lease shall be deemed to relieve the Lessee and/or any and all of its officers, employees, representatives, agents, servants, invitees, patrons, customers, contractors, sublessee, subcontractors, successors, assigns and/or suppliers, as well as all other persons doing business with the Lessee, from any and all Jetport use or activity charges as are or may be levied generally by the Lessor directly upon the operation of aircraft.

35. UTILITIES:

A. Lessee shall obtain and install underground at its own expense any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations, and/or building codes of the State of New Mexico and the Lessor. Lessee shall pay the expense of connecting to existing utility lines and maintaining all utility facilities within the leased premises, and pay all charges for consuming such services. In the event it shall become necessary to make utility changes upon the leased premises or within any improvement covered by this Lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at its expense as directed and required by the utility company, County or the New Mexico Construction Industries Division.

B. Hold Harmless, Indemnify and defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, from any and all costs, expenses and/or charges for utility services furnished to the Lessee, necessary or required in the operation and maintenance of the leased premises, caused by or resulting from the sole or concurrent negligence of the Lessee, its agent or Lessee′s employees or any independent contractor who is directly responsible to the Lessee or from any accident which occurs in operations carried on at the direction or under the supervision of the Lessee or representative of the Lessee. This provision shall not affect the validity of any insurance contract or any benefit conferred by the Workmen′s Compensation Act. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

36. RESERVATION OF RIGHT:

A. After the Lessor fulfills its assurances to the United States and the State of New Mexico under the respective grant agreements or if the Lessor is released from such assurances, the Lessor reserves the right to terminate all aviation activities at the Jetport and to close the Jetport because of insufficient funds, operation of law and/or any other reason whatsoever. The Lessor's right to do such shall be final. If such right is exercised by the Lessor, then this Lease shall terminate immediately. The Lessor's decision as to whether or not sufficient funds are available shall be accepted by Lessee and shall be final.

B. The assurances of the Lessor to the United States and the State of New Mexico under the respective grant agreements are not obligations of the Lessor to Lessee and shall not be construed as such.

37. GOVERNING LAW: This Lease Contract shall be construed in agreement with the Laws of the State of New Mexico. The Lessee shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the County.

38. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

39. REPRESENTATION: Lessee has inspected the leased premises and is aware of the condition of the leased premises and improvements thereon, if any, and no representations as to leased premises or its conditions have been made to Lessee by Lessor except for those contained herein, if any. Lessee assumes all the risks incident to the use of the leased premises. Lessee accepts the leased premises in its present condition. Lessor and its "public employees" as defined in the new Mexico Tort Claims Act, shall not be liable to and shall be held harmless by the Lessee for any and all death(s), injury(ies) to person(s), damage(s) to property(ies) and/or damage(s) and/or liability(ies) of any other nature whatsoever resulting from hidden, latent or other dangerous condition(s) on the leased premises and/or the Jetport, for which sovereign immunity has been waived or alleged to be waived under state law and/or for which an action(s) is allowable or alleged to be allowable under federal law.

40. MERGER OF PRIOR AGREEMENTS: This Lease Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

41. AMENDMENTS: This contract shall not be altered, changed or amended except by written instrument signed by both parties and where required, approved by the New Mexico State Board of Finance.

42. SEVERABILITY: If any clause or provision of the Lease Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is voidable and no damages shall accrue to either party.

43. PROCUREMENT CODE: Both parties are bound by the terms of the Procurement Code, Sections 13-1-25 through 13-1-199, NMSA 1978 as amended. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

44. SUFFICIENT APPROPRIATIONS: The terms of this Contract are contingent upon

sufficient appropriations and authorization being made therefor by the governing board of the Lessor for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement will terminate immediately upon written notice being given to the Lessee. The decision of the Lessor as to whether sufficient appropriations are available shall be accepted by the Lessee and shall be final.

45. CONFLICT OF INTEREST: The Lessee warrants that he presently has no interest, and shall not, during the term of this Contract, acquire any interest which has the potential to conflict with performance under this contract. In the event such a conflict arises, the County shall be notified and appropriate corrective action taken. The Lessee's failure to inform the County of such conflict constitutes default and shall be grounds for immediate termination of contract by the County.

46. BINDING EFFECT OF AGREEMENT: Lessor and Lessee agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon their heirs, executors, personal representatives, administrator, assigns, successors, and transferees of Lesssee, and the death of __________ shall not terminate the lease.

47. DUPLICATE ORIGINALS: This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

48. APPROVAL OF CONTRACT/EFFECTIVE DATE: This Lease is contingent upon approval by the New Mexico State Board of Finance and shall become effective upon the date of such approval.

Lessee: XXXXX

____

XXXX XXXX

Lessor: Doña Ana County, New Mexico

By: ________________________________
XXXXXXXX, County Manager

Approved on ________________________________, 2025
by New Mexico Department of Finance & Administration
State Board of Finance

By: _________________________________

____
(Print or Type Name)

____
(Title)

CONTRACT DAC 2025-____

LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND RPSEP, LLC FOR LEASE OF JETPORT SPACE AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT, SANTA TERESA, NEW MEXICO

This Lease, made and entered into by and between the Board of County Commissioners of Doña Ana County, New Mexico, hereinafter referred to as the "Lessor," and RPSEP, LLC their heirs or successors, hereinafter called the "Lessee." This Lease supersedes all prior agreements and negotiations between the parties.

W I T N E S S E T H:

WHEREAS, Lessee desires to erect a hangar and support buildings upon a site designated as Lot (T-14B2) (Airport Layout Plan) at the Doña Ana International Jetport, (hereinafter called the "Jetport") which is owned by the Lessor, and

WHEREAS, Lessee shall submit to the Lessor those items set forth in the Doña Ana County Code, Chapter 125, Article III paragraph 125-27 B. Development Guidelines as applicable, for Lessor approval, and

WHEREAS, Lessee and the Lessor desire to enter into this Lease relating to the occupying of a facility to be constructed upon the hereinafter described Lot.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein contained and other good and valuable consideration, the mutual sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

1. LEASED PREMISES: The Lessor leases to Lessee, the area of land referred to herein as Lot T-14B2, hereinafter referred to as "leased premises," at the Doña Ana County International Jetport, Santa Teresa, New Mexico, which is depicted and described upon Exhibit "A" attached hereto and made a part hereof. The area of land Lot T-14B2 (Airport Layout Plan) to be leased is described in Exhibit A attached and contains approximately three thousand nine hundred (3,900) square feet.

2. PERIOD OF CONTRACT: The premises is hereby leased for a period of twenty five (25) years commencing from the date of approval by the New Mexico State Board of Finance. The term of the Lease may be extended once for an additional ten (10) year term upon the same terms and conditions at the discretion of the Lessor, provided that:

(i) Lessee notifies Lessor of its intention to renew one (1) year prior to the end of the term of this Lease;

(ii) Lessee, in Lessor's reasonable judgment and discretion, has maintained the leased premises in good workable condition consistent with Lessor's standards, resolutions, rules and regulations, the Doña Ana County Code Chapter 125, Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, and the Doña Ana County International Jetport Development Guidelines as may be revised during the term of this Lease or any renewal terms;

(iii) Lessee asserts that it has continuously operated its facility and at the time of renewal notice is not in receivership or bankruptcy;

(iv) Lessee is not in violation of the Doña Ana County International Jetport Development Guidelines, the Doña Ana County Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, or any other Lessor standards, resolutions, rules or regulations then existing or adopted during the term of this Lease or any renewal terms;

(v) Lessee has not been more than 60 days late in making rent payments more than three times during the term of the lease or any renewal terms;

(vi) The Lessee is current in payment of land rentals, compensation and other fees and provided; and

(vii) Lessee is not then in breach of any material term, covenant or condition of this Lease as may be amended or revised, extended or renewed.

3. <u>RENTAL RATE, OTHER FEES AND PAYMENT</u>

A. Base Land Rent and Other Rent: Lessee shall pay the County rent for the leased premises on an annual basis, as follows and governed by Doña Ana County Codes, Chapter 125, Airport:

(i) Commencing on the first day of this Lease is approved by the New Mexico State Board of Finance, Lessee shall pay the Lessor twenty-two cents (22¢) per square foot per year as Base Land Rent based on a current fair market appraisal and the fact that the hangar will be used only for storage and not operated commercially and no gross receipts generated. The Base Land Rent shall be adjusted to the current fair market value at the time of each contract renewal.

(ii) Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below in Section 3E) received from the commercial business activities as governed by the Doña Ana County Codes, Chapter 125, Airport.

(iii) Provided however, that if commercial operations are initiated, the total rent to be paid by Lessee, including Base Land Rent and additional rent calculated pursuant to Section 3A(ii) combined, shall not be less than the Base Land Rent for non-commercial use as set forth in Section 3A(i) and calculated pursuant to Section 3B of the original lease. The amount due therefore shall be the greater of the Base Land Rent calculated as if there were no

commercial aeronautical operations on, at, or from Dona Ana County International Jetport as adjusted pursuant to Section 3B of the original lease, **or** rent calculated pursuant to Sections 3A(i) and (ii) if there are commercial aeronautical operations being conducted on, at, or from the Dona Ana County International Jetport by Lessee.

(iv) In addition to rent set forth in (i) and (ii) above, Lessee shall pay Lessor a fuel flowage fee of six cents (6¢) for each gallon of fuel privately delivered to Lessee at the Jetport, or as governed by Doña Ana County Codes, Chapter 125, Airport. Payment shall be made quarterly on January 1, April 1, July 1, and October 1, of each year during the term of this Lease.

B. Rental Escalation: The negotiated Base Land Rent rate specified in 3.A(i) above, shall be increased annually according to increases in the Consumer Price Index produced by the Bureau of Labor Statistics. On each lease anniversary date, the Lessor shall give written notice to the Lessee of the Base Land Rent to be charged during the ensuing year. The increase shall be based on the All Urban Consumer (CPI-U) for All Items Category, U.S. City Average (or, if said index is no longer published, an appropriate successor index), and shall be for the most recent period available: the percentage increase over the same index for the previous twelve months, but not to exceed 4% of the Base Rent payable for the immediately preceding twelve (12) month period.

C. Additional Sublease Compensation: It is understood and agreed that Lessee, in addition to, or in lieu of its own use of the leased premises, may sublease the leased premises to other persons or entities with prior written approval of the Lessor. With respect thereto, Lessee shall pay, as additional rent, two percent (2%) of the sub-lessee's rental payment to Lessor.

D. Delinquency: The payments set forth in paragraph A of this paragraph shall be kept current. Interest shall be charged on any payment overdue five (5) to thirty (30) days at the rate of one and one-half percent (1.5%) per month prorated for the number of days late. The rate for payments overdue more than thirty (30) days shall be two percent (2%) per month prorated for the number of days over thirty days. Lessor shall also be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

E. Gross Receipts:

(i) The purpose of the Gross Receipts Surcharge is to provide revenue for public purposes by leveraging a fee for the privilege of engaging in commercial business activities on, at or from the Doña Ana County International Jetport. Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below) received from the commercial business activities. Payments, with supporting gross receipts documents, are due to the Doña Ana County Finance Department and Jetport staff on a quarterly basis. Payments not received by the last business day of the month following the completion of each quarter (January, April, July, October) will incur a late fee of $25.00 per month.

(ii) For purpose of the gross receipts surcharge provision, gross receipts means the total amounts the organization received without subtracting any costs or expenses; the only exempted revenue is that from the sale of aviation fuel which is covered by the fuel flowage fee. In an exchange in which money or other consideration received does not represent the value of the property or services exchanged, "gross receipts" means the reasonable value of the property or services exchanged. This fee is authorized to be passed along to customers as a

separate stated fee or included in the stated price.

(iii) If the business owner is a lessee of county property located on the airport, the owner/lessee is eligible for a reduction of monies owed equivalent to a reduction in Base Land Rent of five cents (5¢) per square foot per year, or as governed by the Doña Ana County Codes, Chapter 125, Airport. The business owner will begin paying 2% of the gross receipts of anything earned over the square footage of leased property multiplied by five cents (5¢). For example, if you lease 100,000 square feet, you will begin paying 2% on anything that you earn over [(100,000 x 0.05)/0.02 = $250,000] $250,000. This is equivalent to you receiving a $5,000/year reduction in your base land rent.

(iv) When the sale of property or service is made under any type of charge, conditional or time-sales contract or the leasing of property is made under a leasing contract, the Lessee may elect to treat all receipts, excluding any type of time-price differential, under such contracts as gross receipts as and when the payments are actually received. If the Lessee transfers his interest in any such contract to a third person, then Lessee shall treat the receipts as gross receipts upon the full sale or leasing contract amount, excluding any type of time-price differential.

(v) "Gross Receipts", for the purpose of the business of buying, selling or promoting the purchase, sale or leasing, as an agent or broker, on a commission or fee basis, of any property, service, stock, bond or security, includes the total commissions or fees derived from the business.

(vi) "Gross Receipts", also includes the amounts paid by members of any cooperative association or similar organization for sales or leases of personal property or performance of services by such organization.

F. Place and Manner of Payments: Lessee shall pay by check made payable to "Doña Ana County", in legal tender of the United States, and delivered or mailed to:

Finance Department
ATTN: Accounts Receivable
Doña Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Checks shall be accepted by Lessor subject to collection. Lessee agrees to pay any bank charges for any costs incurred by Lessor on account of returned or dishonored checks. The County shall not accept cash payments. Electronic payments will also be accepted as services become available.

4. IMPROVEMENTS AND CONSTRUCTION OBLIGATIONS:

A. Required Construction: Lessee shall cause to have erected upon the leased premises those improvements as set forth in the plans and specification as shall be subsequently approved by the Lessor at the sole cost and expense of Lessee.

B. FAA Requirements: Before any construction is initiated, the Lessee will comply with all FAA, Environmental, and U.S. Department of Fish and Wildlife Service requirements.

C. Development Plans: Before any construction is initiated, a pre-construction conference shall be held with the Jetport Manager, County Building Services, County Engineer, County Planning Director, and anyone else designated by the Jetport Manager for the purpose of Lessor review and approval of all plans, specifications and a construction timetable. The Jetport Manager shall determine who and what entities need to be present to comply with this provision.

All construction plans, specifications and the timetable shall be reviewed and approved or disapproved by the Jetport Manager, and the Doña Ana County Planning, Building Inspection and Engineering Departments prior to construction.

D. Construction Standards: The improvements to be constructed on the leased premises shall conform to the Development Plan timetable required by the Lessor and shall be accomplished in a good and workmanlike manner, in accordance with the plans and specifications approved by the Lessor; in accordance with County and State Building Codes; pursuant to a Building Permit to be obtained from the Doña Ana County Building Services according to the customary terms and conditions thereof; in accordance with the terms, conditions and requirements of this Lease; and in a manner consistent with State and Federal requirements and subject to the requirements of the County.

E. Hold Harmless, Indemnify and Defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, against liability claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to real property or improvements to real property, caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessee, its agents or any legal entity for whose negligence, acts or omissions any of them may be liable. Incorporated herein, however, are the terms and conditions of Section 56-7-1, NMSA. This Hold Harmless provision is to be read and construed consistent with that statutory section. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

F. Other Construction Contract Requirements: Lessee shall also include in any construction contract, if any is required by subcontractors, such provisions as may be required by Lessor relating to the operations of the Contractor on the Jetport. It is further agreed and understood that all construction contracts and subcontracts for any improvements, replacements, repairs or renewals, constructed hereunder are subject to the standards, resolutions, rules and regulations of County and/or the State of New Mexico, any and all Federal Aviation Administration (FAA) rules and regulations, the Doña Ana County International Jetport Development Guidelines, and the Doña Ana County minimum standards for Commercial Aeronautical Activities at Jetport. Prior to the commencement of any construction, Lessee shall provide Lessor, a copy of all construction subcontracts let in connection with the leased premises.

G. Completion: When the improvements have been completed, Lessee shall deliver to Lessor a certificate of an architect or structural engineer licensed to practice in the State of New Mexico and familiar with the construction of said improvements, certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all Federal, State and County rules, regulations, standards, resolutions, guidelines, laws, ordinances, orders and building codes and certifying that in the engineer's or architect's opinion such improvements have an expected useful life of a duration which is customary for such improvements under similar conditions and circumstances. Lessee shall pay for all reasonable and necessary engineering testing as required by the County Engineer. If required testing indicates that construction is not meeting required specifications or engineering standards, then lessee shall reconstruct such construction. Copies of all testing results shall be provided immediately to the County Engineer.

H. Performance: Lessee shall begin construction no later than three years after execution of this Lease by Lessor and shall complete such construction within 365 days after construction is initiated. Lessee shall conform to the deadlines and the timetable approved by Lessor for building improvements upon the leased premises subject, however, to reasonable delays caused by any act of Lessor or by weather conditions, strikes, lockouts, fire, unusual delays by common carriers, acts of God, or any cause beyond Lessee's control. Extension request shall be made in writing to the Jetport Manager.

I. Ownership and Removal of Improvements: Except as otherwise mutually agreed by the parties, all alterations and improvements made to or placed in the premises by Lessee are and shall remain Lessee's property if such alterations or improvements can be removed without undue damage to the premises and are, in fact, removed by the Lessee prior to the termination of this Agreement or within 60 days after termination. Except as otherwise mutually agreed by the parties, alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become the Lessor's property at the termination of the lease or any extensions thereto

J. Alteration of Construction Plans: The improvements to be constructed on the leased premises may not be structurally changed or altered by Lessee unless the plans and specifications for the structural change or alteration are first approved in writing by the Lessor which approval will not be unreasonably withheld.

5. INSURANCE:

A. General Conditions

Lessee shall obtain and keep in force insurance appropriate to the type of operations for which the hangar is used. If, at any time in the future, lessee or a sub-lessee, engages in Commercial Aeronautical Activity upon or from the leased premises, additional insurance types may be required.

Lessee shall furnish to the Jetport Manager prior to occupancy of the Premises and annually thereafter during the term of this Lease, Certificates of Insurance showing that the insurance requirements of this Lease have been met and that the County is named as an additional insured under the required Commercial General Liability policy (evidence of this should be through an extra signature page with the endorsement).

The County shall have the right from time-to-time to require Lessee to obtain increases in insurance coverage if the County determines that increases are necessary to provide adequate protection to Lessee or the County, but only to the extent that the increased coverage are in amounts that are commonly required by other airports for operations similar to those performed by Lessee.

New Certificates of Insurance shall be submitted to the County whenever changes or revisions occur. Each policy of insurance shall contain the following clause: It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Jetport Manager has received written notice of the cancellation or reduction.

B. Certificate of Insurance

The certificate of insurance shall reflect that:

1. All required insurance is in effect.
2. The Lessor shall be an additional insured on the Lessee's airport owners and operator's liability policy with respect to activities under this Lease.
3. The airport owners and operator's liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The airport owners and operator's liability insurance of the Lessee shall be primary insurance and any insurance or self-insurance of the Lessor shall be excess and not contributory insurance.
5. If for any reason, any material change occurs in the coverage during the course of the Lease, such change will not become effective until 30 days after the Lessor has received written notice of such change.

C. Types of Insurance Required

Lessee shall obtain insurance of the types described below from an insurer with an A. M. Bests rating of not less than A-VII:

1. Airport Owners and Operator Insurance shall cover liability arising from:
   (a) Products and completed operations, which includes refueling activities
   (b) Premises operations
   (c) Contractual liability
   (d) Unlicensed service vehicles
2. Automobile Liability Insurance covering all owned, non-owned, hired and leased service vehicles used at the Jetport, if not covered by the Jetport Owners and Operator's Insurance.
3. Property Insurance or Course of Construction Insurance written on an all risk basis for the full replacement cost, protecting the interests of the Lessee or any sub-lessee and including coverage for debris removal.
4. Environmental Impairment Liability Insurance for any fuel storage for private use including coverage for piping or dispensing of fuel.

D. Limits Required

Lessee shall maintain the following insurance limits:

1. Airport Owners and Operator Insurance shall be written with limits no less than $2,000,000 each occurrence, a $2,000,000 general aggregate and a $2,000,000 products- completed operations aggregate limit.
2. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.
3. Property Insurance or Course of Construction Insurance for the full insurable value or completed value of the Lessee occupied premises and

provided on a replacement cost basis.

6. USE RESTRICTIONS:

A. Permitted Uses: The leased premises are located within that portion of the Jetport designated and reserved for general aviation. Only uses consistent with that designation and reservation and with the Jetport Master Plan and Jetport Layout Plan, and FAA Policy Statement on Non-Aeronautical Use of Airport Hangars, shall be permitted on the leased premises. The leased premises and/or improvements thereon shall be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA office of Airports:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, *e.g.,* towbars, glider tow equipment, workbenches and tools and materials use in the servicing, maintenance, repair or outfitting of aircraft.

B. Prohibited Uses: All uses, except those uses specifically listed in Paragraph 6.A. above, are prohibited without the written approval of the Jetport Manager. Prior to commencing any Commercial Aeronautical Activity, Lessee shall obtain County approval in accordance with Doña Ana County Codes, Chapter 125, Airport.

C. No Implied Uses: Lessee shall acquire no right to utilize the leased premises or the improvements thereon other than as specifically allowed under this Lease, as may be amended.

7. MAINTENANCE OBLIGATIONS:

A. Lessee, at its own expense, shall keep the leased premises and improvements, including water, septic tanks, sewer and waste water drain lines, barrier fences, auto/pedestrian access ways, trench drains and utilities, upon and within the leased premises in good repair and maintenance, and in a safe, sanitary, orderly and sightly condition. Such leased premises and improvements shall be at all times maintained in compliance with all Federal, State and County rules, regulations, orders, building codes, ordinances and laws, as may be adopted, amended or modified from time to time. Lessee shall maintain the security of the leased premises and/or improvements. Lessee is required to maintain all asphalt installed during the project utilizing crack filling and asphalt seal coat at no less than the 10-year anniversary and prior to any extension authorizations. Additional investment will be necessary for lease extensions. Investments may include asphalt refurbishment, painting, energy efficient appliances, etc. Investments must be approved by the Jetport Manager.

B. Lessee shall be responsible for removal of all wastes from the leased premises at Lessee's expense. Lessee shall not permit rubbish, debris, waste materials or anything obnoxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased premises and/or improvements or to be disposed of improperly. The Lessee shall not permit any wastes, liquids, or other material to become a part of the effluent to any sewage plant or septic tank system which would cause

malfunction of any septic tank, plant equipment or other septic tank system or impede the normal chemical and biological workings of any plant or septic tank process system. Lessee shall also be responsible for control of animals and rodent, insect and bird elimination upon the leased premises.

8. SIGNS: Lessee shall not erect, paint or maintain any sign(s) and/or advertising display(s) whatsoever, upon the leased premises without first securing the written consent of the Jetport Manager. Signs must be in compliance with the Lessor's sign ordinance.

9. TAXES, LICENSES AND LIENS:

A. Lessee covenants and agrees to promptly pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against leased premises including personal property taxes on improvements to the leased premises and any and all utility and/or infrastructure improvement assessments applicable either to the leased premises or a pro rata share (based on Lessee's percentage share of the total rentable land within the Jetport) of such Jetport assessments. Such improvements must benefit all tenants at the Jetport and must be approved by the County, after notice to Lessee and other tenants, pursuant to applicable rules, regulations and statutes. Lessee further covenants and agrees to take out and keep current all licenses (County, State and Federal) required for the conduct of its business at and upon the Jetport, and further agrees not to permit any of said taxes, excises or license fees to become delinquent.

B. Liens: Lessee also covenants and agrees not to permit any mechanic's or materialman's lien(s) or other lien(s) to be foreclosed upon the leased premises and/or Lessee's improvements thereon, and/or any part of the Jetport thereof, by reason of any work or labor performed, or materials furnished by any mechanic, materialman or the like, if there is any authority allowed by state law to foreclose such liens against Lessor property including, but not limited to, the leased premises and/or the Jetport. Lessee further covenants and agrees to pay promptly when due, all bills, debts, and obligations incurred by it in connection with its operations on the leased premises, and not to permit the same to become delinquent and to protect the Lessor from, and to suffer no lien, mortgage, judgment or execution to be filed against the leased premises and/or Lessee's improvements thereon and/or any part of the Jetport thereof, if there is any authority allowed by state law to file such against Lessor property including, but not limited to, the leased premises and/or the Jetport. The Lessor does not grant consent for and/or does not waive sovereign immunity from any and all such lien(s), mortgage(s), judgment(s), foreclosure(s), suit(s), and/or execution(s) against the Lessor and/or Lessor property, including but not limited to, the leased premises and/or the Jetport.

10. INDEPENDENT CONTRACTOR: Nothing in this Lease Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish Lessee as an agent, representative or employee of the County for any purpose or any manner whatsoever. Lessee and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. The Lessee, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

11. SOVEREIGN IMMUNITY: By entering into this Lease Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

12. PUBLIC EMPLOYEES: As used in this Lease, "public employees" as defined in the New Mexico Tort Claims Act, means any officer(s), employee(s), servant(s) of the Lessor, including elected or appointed officials, law enforcement officers and persons acting on behalf or in service of the Lessor in any official capacity, whether with or without compensation and also including the appointed officials of the Doña Ana County International Jetport Advisory Board or County Commission but the term does not include an independent contractor(s).

13. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Lease or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

14. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

15. INCONVENIENCE DURING CONSTRUCTION AND RELOCATION:

A. Jetport Expansion and Construction: Lessee recognizes that from time to time during the term of this Lease it will be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Jetport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee in its operation at the Jetport. The Lessor reserves the right to further develop or improve the Jetport as it sees fit, and without unreasonable interference or hindrance from Lessee.

B. Relocation: If the physical development of the Jetport requires the relocation, removal or alteration of Lessee's facilities, the Lessor agrees to provide on a timely basis a comparable location without any unreasonable interruption to the Lessee's activities. The Lessor agrees to timely relocate all facilities, improvements and buildings from within the leased premises to the comparable premises at no cost to the Lessee. If such relocation of facilities is impractical, Lessor shall construct comparable facilities on such new location. In the alternative, Lessor shall have the option to terminate the lease if the cost to construct comparable facilities is deemed excessive by the Lessor. Lessee agrees that Lessor shall not be liable for claims or damages by reason of such inconvenience or interruption.

16. PROHIBITION AGAINST LEASEHOLD PLEDGE AND ASSIGNMENT:

A. General Assignments Prohibited: Lessee shall not assign nor delegate Lessee rights and obligations, any interest in this contract, or transfer any interest or assign any claims for money due or to become due under this lease without the written consent of the Lessor.

B. Mortgages and Construction Financing: Unless the Lessor previously consents in writing, which consent will not be unreasonably withheld or delayed, Lessee shall not pledge, mortgage, alienate, hypothecate, or otherwise encumber the Lease or any interest therein or grant or give any other security interest in the leased premises, voluntarily or by operation of law, except if the Lessor agrees to the construction of improvements on the leasehold by Lessee, the Lessor, upon request by the Lessee, shall permit Lessee to encumber the leasehold interest granted by the Lease for the purpose of financing such improvements, in a manner acceptable to the Lessor, but only on the leased premises on which said improvements are to be constructed; in which case, the Lessor agrees that this Lease shall be subordinate to the construction and permanent financing of such improvements. Provided, however, that in the event of a foreclosure of any mortgage or other security document granted by Lessee concerning all or any part of the leased premises created by this Lease, the foreclosing party following such foreclosure shall have no greater rights with respect to the leased premises than are granted to Lessee under this Lease and all other operations, if any, conducted by the secured foreclosing party shall be consistent with the terms, conditions, covenants and agreements of this Lease. Any mortgage or security document given by Lessee shall provide that all notices of default required to be given to Lessee by the holder hereof shall also be given to the Lessor. Should Lessor later agree to amend this Lease to permit an assignment of this Lease, as a condition to the Lessor's consent to the Lessee to assign this Lease, Lessor shall have the right to increase the Base Land Rents, compensation and other fees.

17. SUBLEASES: If Lessee desires to sublease any portion of its hangar space to another entity, Lessee shall:

A. Obtain written approval, which approval shall not be unreasonably withheld by Lessor, from the Lessor for the intended sublease activity and the form of the sublease agreement shall also be approved by the Lessor prior to the execution of such sublease.

B. Ensure that Subleases contain all the terms and conditions of this Lease as a minimum, but shall prohibit further subleases. Subleases shall be subordinate to and subject to this Lease.

C. Not be relieved of and from its duties, liabilities and obligations under this Lease for the entire premises including the sublease part.

18. CANCELLATION AND TERMINATION: The Lessor may cancel and terminate this Lease, and may repossess the leased premises, with or without process of law and without liability for including, but not limited to, any of the following circumstances:

A. In the event any installment of land rental, compensation, fees and/or other payment provided for herein is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Lessee at the address of lessee provided below, of its intention to so terminate, at the end of which time all the rights of Lessee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall

have been paid within such ten (10) days; provided, however, Lessee will be allowed only two (2) such notices within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Lessee without any right on the part of Lessee to cure such default after receiving such notice.

B. In the event of any other default of Lessee as to the term(s), condition(s), agreement(s) and/or covenant(s) of this Lease, upon giving thirty (30) days written notice to Lessee to cure the default or suffer termination, at the end of which time all rights of Lessee hereunder shall be terminated unless the default specified in such notice shall have been cured within said thirty (30) days, or unless Lessee shall take diligent steps, as determined by the Lessor, to cure such default during said period.

C. In the event Lessee shall engage in any activity or practice which hinders or interferes with the proper use and operation of the Jetport, then the Lessor may order Lessee to forthwith cease and desist from such activity or practice and should Lessee fail or refuse to comply with any such order, the Lessor may, at its option, cancel and terminate this Lease.

D. Upon occurrence of any of the following events, Lessor may terminate the Lease by giving thirty (30) days written notice to Lessee of its intention to terminate the Contract.

(1) If the Lessee shall apply for or consent to, in writing on behalf of Lessee by any of its agents or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of Lessee or of all or a substantial part of its assets;

(2) If the Lessee shall file a voluntary petition in bankruptcy, or admit in writing its inability to pay debts as they come due;

(3) If the Lessee shall make a general assignment for the benefit of creditors;

(4) If the Lessee shall file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law;

(5) If the Lessee shall file an answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, or insolvency proceedings; or if during the term of this Lease, an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Lessee bankrupt or approving a petition seeking reorganization of Lessee or appointing a receiver, trustee, or liquidator to marshal all or a substantial part of its assets, and such order, judgment or decree shall continue without stay and in effect for any period of ninety (90) consecutive days;

(6) If the Lessee shall have its estate herein divested by other operation of law;

(7) If the Lessee shall abandon its use of the premises or operations or conduct of business on the leased premises for sixty (60) days;

(8) If after the occurrence of damage or destruction, partial or total, to the improvements on the leased premises by fire, the elements or other casualty to such an extent that the Lessee is incapable of repairing and/or replacing such improvements within eight (8) months.

19. OBLIGATIONS AND RIGHTS FOLLOWING CANCELLATION AND TERMINATION OR EXPIRATION:

A. Except as otherwise provided herein, in the event of cancellation and/or termination of this Lease by the Lessor, other than for the normal or usual expiration of the term

or any renewal, or any other termination, the Lessor shall have no further obligations hereunder. Lessee shall remain liable to Lessor for all damages, rentals, compensation and other fees accrued to the date of termination and for all damages, rentals, compensation and other fees accrued during any period of holding over if the lease is terminated for any of the above reasons by Lessor.

B. Continuing Hold Harmless and Indemnity Obligations: Any and all of the Lessee's agreements to hold harmless, indemnify and defend to the Lessor and/or its "public employees" as defined in the New Mexico Tort Claims Act, shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other termination of this Lease for any reason and shall survive the cancellation, expiration of the term or any renewal or any other termination of this Lease.

C. Right to Premises: Upon the expiration of the term or any renewal, cancellation or any other termination of this Lease, the Lessee's rights to the leased premises, facilities, other rights, licensed services and privileges granted in this Lease shall immediately cease.

20. RIGHTS AND REMEDIES CUMULATIVE: Lessor shall have all rights and remedies specified herein, as well as any and all rights and remedies available to Lessor either under the common law or the laws of the State of New Mexico. The rights and remedies of the Lessor under this Lease are cumulative and are not intended to be, and shall not be, exclusive of one another. The Lessor shall have all rights and remedies provided herein (including the right to exercise any landlord's or similar lien upon property of Lessee located on or used in connection with the leased premises), and all such rights and remedies may be exercised by the Lessor. Neither the delay nor the omission to exercise any right or power nor the exercise of any right or power accruing to the Lessor shall impair any such right or power, or shall be construed to be a waiver thereof, or relieve the Lessee of any of its responsibilities or obligations under this Lease or from any liability resulting therefrom, or in any way amend, modify, alter, limit or otherwise affect the rights of the parties hereunder.

21. SURRENDER OF LEASED PREMISES AND HOLDING OVER:

A. On expiration of the term or any renewal hereof, cancellation of this Lease as herein provided or on any other termination, the Lessee shall immediately peacefully surrender and vacate the leased premises. Subject to Paragraph 4.I, supra, Lessee shall remove all alterations and improvements and restore the leased premises to its original condition, minus usual and customary wear and tear, as the same appeared at the commencement of the Lease.

B. Notwithstanding the foregoing, the Lessor reserves the option to purchase any or all of such alterations and improvements, but not including alterations and improvements that may not be removed without material damage to the leased premises, for a sum equal to the fair market value of such improvements as determined by a qualified real estate appraiser jointly appointed by the Lessor and the Lessee. Should the Lessor and the Lessee be unable to agree on the selection of an appraiser, the Lessor's appraiser and the Lessee's appraiser will appoint a third party to determine the fair market value of the improvements. Any leasehold improvements that may not be removed without material damage to the leased premises shall not be removed by the

Lessee at any time, but shall become the property of the Lessor upon the expiration of the term or any renewal, cancellation or any other termination.

C. Lessor shall have the right on such expiration of the term or any renewal, cancellation or any other termination to enter upon and take possession of said leased premises, with or without process of law, without liability for including, but not limited to, trespass.

D. Lessor may permit, in writing prior to the expiration of the terms of the lease, Lessee to hold over the use of or continue to occupy said lease premises after the expiration of the term or any renewal for an agreed period not to exceed six (6) months. Should Lessee continue to occupy said leased premises after the expiration of the term or any renewal, of this Lease, such holding over shall be deemed merely a tenancy upon the same conditions as provided in this Lease but at a rental rate, compensation and other fees as determined by the Lessor. Any rent would be equal to or higher than the rent at the expiration of the term (i.e., base land rent plus any escalations over time). This provision is intended to limit any possible period of hold over to six (6) months and is not intended as an additional six-month term on the Lease or to otherwise modify either party's right under a tenancy, including the Lessor's right to fully terminate the Lease and Lessee's right of possession upon thirty (30) days written notice from Lessor to Lessee during any hold over period.

E. If Lessee fails to remove the leasehold improvements within sixty (60) days following the date of expiration of the term or any renewal, cancellation or any other termination, then title to the leasehold improvements shall vest in the Lessor.

F. No holding over by Lessee after expiration of the term or any renewal, cancellation or any other termination of this Lease, whether with or without the consent of the Lessor, shall operate to extend or renew this Lease.

G. Should the contract be terminated for cause or breach of the terms of the contract the Lessee forfeits the right to remove improvements and the improvements immediately become the property of the Lessor. Any expenses accrued by the Lessor in executing this provision or litigation expenses or similar fees shall be paid by the Lessee.

22. WAIVER: Any waiver by the County of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. LITIGATION EXPENSES: In any action brought by either party for the interpretation of this Lease or the enforcement of the obligation(s), duty(ies) and/or liability(ies) of the Lessee or Lessor, the Lessor shall be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

24. NOTICES: All notices and/or correspondence between the parties to this Contract shall be hand delivered or sent by certified mail with return receipt requested jointly to:

Doña Ana County Manager Doña Ana County Jetport Manager 845 N Motel Blvd. Las Cruces, NM 88007	Attn: (Lessee) xxxxx

The effective date of service of any such notice shall be the date such notice is hand delivered or mailed to Lessee or the Lessor. Either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. If Lessee changes address, Lessee shall give written notice to Lessor within thirty (30) days thereof.

25. JETPORT RULES AND REGULATIONS: In addition to all other provisions of this Lease, Lessee shall comply with the Doña Ana County Code, Chapter 125 Airport, if Lessee or any sub-lessee shall be engaged in any Commercial Activities on the leasehold, the County Code, and any rules, regulations, standards, advisory circulars and/or resolutions as may be adopted or issued by the County, State of New Mexico and/or the Federal Aviation Administration, and all amendments thereto which from time to time may be adopted hereafter. Such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions are incorporated by reference as if they were fully set forth in this Lease. Failure to fully comply with such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions shall constitute a material breach of this Lease and serve as adequate grounds for termination.

26. LESSEE'S RECORDS:

A. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall keep and maintain at the Jetport, or at such other place as may be approved in writing by the Lessor, true and accurate books and records of its operations under the terms of this Lease, in a form satisfactory to the Lessor. Such books and records as well as certified financial statements, reports of any external audits prepared for Lessee and its income tax return shall be made available to the County Jetport Manager, other County staff designated by the Jetport Manager, representatives or contractors of the State Auditor, at the Jetport, for inspection and copying at any time without advance notice to Lessee during normal business hours during the term of this Lease and for two years thereafter.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall, annually, during the term hereof, and any renewal term, submit to the Jetport Manager a statement, prepared in accordance with a system of accounting satisfactory to the Lessor showing the gross receipts of the Lessee and sub-lessee (s), if any, on, in and from the leased premises at the Jetport, for the preceding twelve (12) months, which statement shall be subscribed and sworn to as correct by Lessee or one of its officers. Such statement shall show such reasonable detail and breakdowns as may be required by the Lessor.

C. If Lessee or any sub-lessee engages in any commercial operations on the premises, Lessee shall provide a monthly audit report to the Lessor for all fuel purchases and deliveries made by and/or to the Lessee for sale or use at the Jetport.

27. FEDERAL MANDATED LEASE PROVISIONS:

A. In addition to the leased premises specifically designated for its exclusive use, this Lease grants Lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized in accordance with the aviation and air navigation rules and regulations promulgated by the laws of the United States of America and the State of New Mexico, and all pertinent Codes, directives, ordinances, rules and regulations of Doña Ana County.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, or national origin.

C. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve, on a fair and equal basis, all users thereof and it shall charge fair and reasonable prices to all users for each unit of service; provided, that Lessee may be allowed to make reasonable discounts, rebates or other similar type of price reductions to volume purchasers.

D. (1) If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious affiliation, sex, race, creed, color, or national origin; and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Lessee understands and acknowledges that the Lessor has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances and respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Lessor, for certain Jetport programs and activities. Lessor is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Lessor operates or has the right to operate any facility on the Jetport providing services to the public, the following covenant, to which Lessee agrees:

> "Lessee, in its operation at and use of the Doña Ana County International Jetport, covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21. In the event of such discrimination, Lessee agrees that Lessor has the right to take such action against Lessee as the Government may direct to enforce this covenant."

(2) The Lessee does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(3) The Lessee does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

E. It is clearly understood by the Lessee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Jetport from performing any services on its own aircraft with its own regular employees or hired contractors (including, but not limited to, maintenance and repair) that it may choose to perform, provided, however, that such services shall be subject to the rules and regulations established by the Lessor and shall be consistent with the terms of any lease or sublease of hangar space.

F. (1) Lessor reserves the right (but shall not be obligated to the Lessee) to maintain and keep in repair the landing area of the Jetport and all publicly-owned facilities of the Jetport together with the right to direct and control all activities of the Lessee in this regard. If the County fails to maintain and keep in repair the landing area and/or the publicly-owned facilities of the Jetport and diminishes lessee's use, rights and/or operations on the leased premises, Lessee shall have the right to terminate the Lease upon reasonable notice to the Lessor.

(2) Lessor reserves the right (but shall not be obligated to the Lessee) to establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Jetport as may be necessary for the safe and efficient operation of the Jetport and/or to prohibit or limit any given type, kind, or class of aeronautical use of the Jetport if such action is necessary for the safe operation of the Jetport or necessary to service the civil aviation needs of the public.

G. The Lessor reserves the right to take any action it considers appropriate to protect the aerial approaches of the Jetport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jetport which, in the opinion of the Lessor, would limit the usefulness of the Jetport or constitute a hazard to aircraft.

H. (1) This Lease shall be subordinate to and subject to the provisions of any agreement between the Lessor and the United States, relative to the operation or maintenance of the Jetport. This subordination includes, but is not limited to, the right of the Lessor, during time of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with Lessee shall be suspended. This Lease shall also be subordinate to and subject to the provisions of any agreement between the Lessor and the State of New Mexico relative to the operation or maintenance of the Jetport.

(2) This Lease shall also be subordinate to and subject to the covenants and conditions of the Patent No. 30-82-0048 from the United State of America to the Lessor for the land for the Jetport. If the United States exercises its right of entry and possession of title under Patent No. 30-82-0048 or if the property under Patent No. 30-82-0048 automatically reverts to the United States, then this Lease shall terminate immediately.

I. For any commercial operations conducted on the premises, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Sub-part E, to

ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Sub-part E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. LESSEE'S COMMERCIAL OPERATIONS:

A. As governed by Doña Ana County Codes, Chapter 125, Airport; Lessee shall maintain at its own expense all necessary permits and license required in the conduct of its business, if any, at Jetport.

B. Lessee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Lessee.

C. Lessee, its officers, employees, agents and servants shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of New Mexico, the Doña Ana County Board of County Commissioners which may be applicable to its operations at the Jetport, and shall make no unlawful or offensive use of the leased premises.

D. Lessee shall bear all costs of its operation at the Jetport and/or of its use and occupancy of the leased premises and improvements and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business and/or with the use and occupancy of the leased premises and improvements, including, but not limited to, insurance and taxes.

E. If a Commercial Activity is conducted on the premises, Lessee shall provide the Jetport Manager with a schedule of the hours of operation that Lessee will be open to the public and the names and telephone numbers of Lessee's officials who shall be available at all hours of Lessee's operations at the Jetport to perform required management functions.

F. Lessee shall conform to all applicable safety, health, and sanitary codes and agrees to cooperate with the Lessor in its fire prevention efforts.

G. The Lessor or the Jetport Manager may enter upon the leased premises and/or improvements to the lessee at any reasonable time, with reasonable notice, and for any purpose necessary, incidental to or connected with the performance of the Lessee's obligations under this Lease or in the exercise of their function as County and/or Manager.

29. PERFORMANCE SURETY: If any commercial use of the premises is instituted, Lessee shall furnish a payment guarantee in the form of a performance Bond, Cashier's Check, Certified Check, Money Order, or an irrevocable Letter of Credit from a bank in an amount equal to its anticipated obligations under this Lease for a six-month period as security for the full and faithful performance and observance by Lessee of the terms, covenants, agreements and conditions of this Lease. Such security shall be provided to the Jetport Manager within thirty (30) days of the effective date of this Lease.

30. EASEMENTS:

A. The Lessor may at any time locate, in whole or in part, any easement(s) for taxiway, auto/pedestrian access way, waste water drain-line, utility and/or barrier fence on the leased premises; provided however, that such location does not diminish or permanently

interrupt such rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the lease upon reasonable notice to Lessor. During alteration work, Lessor may suspend work on such easements and restore the leased premises to a condition similar to the condition which existed prior to alterations by the Lessor. After completion of alterations, Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor. Lessee agrees to take no action that will interfere with the designated purpose of the easement.

B. Lessor possesses a perpetual easement and right-of-way for the construction, maintenance, removal and replacement of taxiway, auto/pedestrian access way, waste water drain-lines, utility lines, manholes, barrier fence, and related facilities of such size and capacity as is necessary or required for the development of the Jetport, through, over, across and under the utility easement, waste water drain-line easement, and/or barrier fence easement.

C. Except as specified above, Lessee shall have full and complete use of the surface of the leased premises encumbered by easements.

D. The Lessor may at any time and from time to time relocate, in whole or in part, any easements provided that such relocation does not diminish or permanently interrupt the rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the Lease upon reasonable notice to Lessor. The Lessor may temporarily interrupt such rights and/or operations with respect to such easement(s) during the period of relocation of easement, and the Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor.

31. EMINENT DOMAIN:

A. In the event that all or substantially all of the leased premises or any material portion of the Jetport premises or facilities outside the leased premises which Lessee is entitled to use pursuant to this Lease shall be appropriated or taken under the power of eminent domain, or by purchase in lieu thereof, at any time during the lease term so as to substantially interfere with Lessee's operations as determined by Lessee in its sole discretion, this Lease may be terminated by Lessee as of the date that title to the property taken vests in such condemning authority. In the event of a condemnation of all or a portion of the leased premises, Lessee shall be entitled to the monetary award attributable to the condemnation or purchase of the Lease from the condemning authority.

B. In all instances of an appropriation or taking of a portion of the leased premises under the power of eminent domain, or purchase in lieu thereof, when Lessee elects not to terminate this Lease and Agreement, Lessee shall restore as promptly as practicable and to the extent permitted by application of the proceeds paid by the condemning authority pursuant to any exercise of such power of eminent domain the remaining portion of the leased premises to a condition which will permit Lessee to substantially carry on its operations. Any condemnation proceeds not required for the purposes of restoration shall belong to Lessee. In the event Lessee elects not to terminate this Lease, effective as of the date of such taking, the total square footage of the leased premises shall be reduced by the amount taken by eminent domain.

32. FUEL IN HANGARS PROHIBITED: Lessee, its officers, servants, representatives, employees, agents, sub-lessee, contractors, subcontractors, invitees, customers, patrons,

successors, assigns, and/or suppliers, as well as all other persons doing business with lessee, shall not fuel aircraft in any hangar.

33. FUEL STORAGE: If Lessee stores, sells or supplies fuel, Lessee shall install above ground storage tanks in accordance with all Federal, State and County laws, rules, regulations, ordinances and building codes regulating such fuel storage. Such tanks shall be constructed in a specified fuel farm area designated in the FAA approved Jetport Layout Plan and as governed by Doña Ana County Codes, Chapter 125, Airport, Article IV, Fuel Policy.

34. CHARGES: Nothing in this Lease shall be deemed to relieve the Lessee and/or any and all of its officers, employees, representatives, agents, servants, invitees, patrons, customers, contractors, sublessee, subcontractors, successors, assigns and/or suppliers, as well as all other persons doing business with the Lessee, from any and all Jetport use or activity charges as are or may be levied generally by the Lessor directly upon the operation of aircraft.

35. UTILITIES:

A. Lessee shall obtain and install underground at its own expense any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations, and/or building codes of the State of New Mexico and the Lessor. Lessee shall pay the expense of connecting to existing utility lines and maintaining all utility facilities within the leased premises, and pay all charges for consuming such services. In the event it shall become necessary to make utility changes upon the leased premises or within any improvement covered by this Lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at its expense as directed and required by the utility company, County or the New Mexico Construction Industries Division.

B. Hold Harmless, Indemnify and defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, from any and all costs, expenses and/or charges for utility services furnished to the Lessee, necessary or required in the operation and maintenance of the leased premises, caused by or resulting from the sole or concurrent negligence of the Lessee, its agent or Lessee′s employees or any independent contractor who is directly responsible to the Lessee or from any accident which occurs in operations carried on at the direction or under the supervision of the Lessee or representative of the Lessee. This provision shall not affect the validity of any insurance contract or any benefit conferred by the Workmen′s Compensation Act. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

36. RESERVATION OF RIGHT:

A. After the Lessor fulfills its assurances to the United States and the State of New Mexico under the respective grant agreements or if the Lessor is released from such assurances, the Lessor reserves the right to terminate all aviation activities at the Jetport and to close the Jetport because of insufficient funds, operation of law and/or any other reason whatsoever. The Lessor's right to do such shall be final. If such right is exercised by the Lessor, then this Lease shall terminate immediately. The Lessor's decision as to whether or not sufficient funds are available shall be accepted by Lessee and shall be final.

B. The assurances of the Lessor to the United States and the State of New Mexico under the respective grant agreements are not obligations of the Lessor to Lessee and shall not be construed as such.

37. GOVERNING LAW: This Lease Contract shall be construed in agreement with the Laws of the State of New Mexico. The Lessee shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the County.

38. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

39. REPRESENTATION: Lessee has inspected the leased premises and is aware of the condition of the leased premises and improvements thereon, if any, and no representations as to leased premises or its conditions have been made to Lessee by Lessor except for those contained herein, if any. Lessee assumes all the risks incident to the use of the leased premises. Lessee accepts the leased premises in its present condition. Lessor and its "public employees" as defined in the new Mexico Tort Claims Act, shall not be liable to and shall be held harmless by the Lessee for any and all death(s), injury(ies) to person(s), damage(s) to property(ies) and/or damage(s) and/or liability(ies) of any other nature whatsoever resulting from hidden, latent or other dangerous condition(s) on the leased premises and/or the Jetport, for which sovereign immunity has been waived or alleged to be waived under state law and/or for which an action(s) is allowable or alleged to be allowable under federal law.

40. MERGER OF PRIOR AGREEMENTS: This Lease Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

41. AMENDMENTS: This contract shall not be altered, changed or amended except by written instrument signed by both parties and where required, approved by the New Mexico State Board of Finance.

42. SEVERABILITY: If any clause or provision of the Lease Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is voidable and no damages shall accrue to either party.

43. PROCUREMENT CODE: Both parties are bound by the terms of the Procurement Code, Sections 13-1-25 through 13-1-199, NMSA 1978 as amended. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

44. SUFFICIENT APPROPRIATIONS: The terms of this Contract are contingent upon

sufficient appropriations and authorization being made therefor by the governing board of the Lessor for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement will terminate immediately upon written notice being given to the Lessee. The decision of the Lessor as to whether sufficient appropriations are available shall be accepted by the Lessee and shall be final.

45. CONFLICT OF INTEREST: The Lessee warrants that he presently has no interest, and shall not, during the term of this Contract, acquire any interest which has the potential to conflict with performance under this contract. In the event such a conflict arises, the County shall be notified and appropriate corrective action taken. The Lessee's failure to inform the County of such conflict constitutes default and shall be grounds for immediate termination of contract by the County.

46. BINDING EFFECT OF AGREEMENT: Lessor and Lessee agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon their heirs, executors, personal representatives, administrator, assigns, successors, and transferees of Lesssee, and the death of __________ shall not terminate the lease.

47. DUPLICATE ORIGINALS: This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

48. APPROVAL OF CONTRACT/EFFECTIVE DATE: This Lease is contingent upon approval by the New Mexico State Board of Finance and shall become effective upon the date of such approval.

Lessee: XXXXX

____

XXXX XXXX

Lessor: Doña Ana County, New Mexico

By: ________________________________
XXXXXXXX, County Manager

Approved on ______________________________, 2025
by New Mexico Department of Finance & Administration
State Board of Finance

By: _______________________________

____
(Print or Type Name)

____
(Title)

CONTRACT DAC 2025-____

LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND RPSEP, LLC FOR LEASE OF JETPORT SPACE AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT, SANTA TERESA, NEW MEXICO

This Lease, made and entered into by and between the Board of County Commissioners of Doña Ana County, New Mexico, hereinafter referred to as the "Lessor," and RPSEP, LLC their heirs or successors, hereinafter called the "Lessee." This Lease supersedes all prior agreements and negotiations between the parties.

W I T N E S S E T H:

WHEREAS, Lessee desires to erect a hangar and support buildings upon a site designated as Lot (T-14C1) (Airport Layout Plan) at the Doña Ana International Jetport, (hereinafter called the "Jetport") which is owned by the Lessor, and

WHEREAS, Lessee shall submit to the Lessor those items set forth in the Doña Ana County Code, Chapter 125, Article III paragraph 125-27 B. Development Guidelines as applicable, for Lessor approval, and

WHEREAS, Lessee and the Lessor desire to enter into this Lease relating to the occupying of a facility to be constructed upon the hereinafter described Lot.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein contained and other good and valuable consideration, the mutual sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

1. LEASED PREMISES: The Lessor leases to Lessee, the area of land referred to herein as Lot T-14C1, hereinafter referred to as "leased premises," at the Doña Ana County International Jetport, Santa Teresa, New Mexico, which is depicted and described upon Exhibit "A" attached hereto and made a part hereof. The area of land Lot T-14C1 (Airport Layout Plan) to be leased is described in Exhibit A attached and contains approximately three thousand nine hundred (3,900) square feet.

2. **PERIOD OF CONTRACT:** The premises is hereby leased for a period of twenty five (25) years commencing from the date of approval by the New Mexico State Board of Finance. The term of the Lease may be extended once for an additional ten (10) year term upon the same terms and conditions at the discretion of the Lessor, provided that:

(i) Lessee notifies Lessor of its intention to renew one (1) year prior to the end of the term of this Lease;

(ii) Lessee, in Lessor's reasonable judgment and discretion, has maintained the leased premises in good workable condition consistent with Lessor's standards, resolutions, rules and regulations, the Doña Ana County Code Chapter 125, Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, and the Doña Ana County International Jetport Development Guidelines as may be revised during the term of this Lease or any renewal terms;

(iii) Lessee asserts that it has continuously operated its facility and at the time of renewal notice is not in receivership or bankruptcy;

(iv) Lessee is not in violation of the Doña Ana County International Jetport Development Guidelines, the Doña Ana County Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, or any other Lessor standards, resolutions, rules or regulations then existing or adopted during the term of this Lease or any renewal terms;

(v) Lessee has not been more than 60 days late in making rent payments more than three times during the term of the lease or any renewal terms;

(vi) The Lessee is current in payment of land rentals, compensation and other fees and provided; and

(vii) Lessee is not then in breach of any material term, covenant or condition of this Lease as may be amended or revised, extended or renewed.

3. <u>**RENTAL RATE, OTHER FEES AND PAYMENT**</u>

A. Base Land Rent and Other Rent: Lessee shall pay the County rent for the leased premises on an annual basis, as follows and governed by Doña Ana County Codes, Chapter 125, Airport:

(i) Commencing on the first day of this Lease is approved by the New Mexico State Board of Finance, Lessee shall pay the Lessor twenty-two cents (22¢) per square foot per year as Base Land Rent based on a current fair market appraisal and the fact that the hangar will be used only for storage and not operated commercially and no gross receipts generated. The Base Land Rent shall be adjusted to the current fair market value at the time of each contract renewal.

(ii) Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below in Section 3E) received from the commercial business activities as governed by the Doña Ana County Codes, Chapter 125, Airport.

(iii) Provided however, that if commercial operations are initiated, the total rent to be paid by Lessee, including Base Land Rent and additional rent calculated pursuant to Section 3A(ii) combined, shall not be less than the Base Land Rent for non-commercial use as set forth in Section 3A(i) and calculated pursuant to Section 3B of the original lease. The amount due therefore shall be the greater of the Base Land Rent calculated as if there were no

commercial aeronautical operations on, at, or from Dona Ana County International Jetport as adjusted pursuant to Section 3B of the original lease, **or** rent calculated pursuant to Sections 3A(i) and (ii) if there are commercial aeronautical operations being conducted on, at, or from the Dona Ana County International Jetport by Lessee.

(iv) In addition to rent set forth in (i) and (ii) above, Lessee shall pay Lessor a fuel flowage fee of six cents (6¢) for each gallon of fuel privately delivered to Lessee at the Jetport, or as governed by Doña Ana County Codes, Chapter 125, Airport. Payment shall be made quarterly on January 1, April 1, July 1, and October 1, of each year during the term of this Lease.

B. Rental Escalation: The negotiated Base Land Rent rate specified in 3.A(i) above, shall be increased annually according to increases in the Consumer Price Index produced by the Bureau of Labor Statistics. On each lease anniversary date, the Lessor shall give written notice to the Lessee of the Base Land Rent to be charged during the ensuing year. The increase shall be based on the All Urban Consumer (CPI-U) for All Items Category, U.S. City Average (or, if said index is no longer published, an appropriate successor index), and shall be for the most recent period available: the percentage increase over the same index for the previous twelve months, but not to exceed 4% of the Base Rent payable for the immediately preceding twelve (12) month period.

C. Additional Sublease Compensation: It is understood and agreed that Lessee, in addition to, or in lieu of its own use of the leased premises, may sublease the leased premises to other persons or entities with prior written approval of the Lessor. With respect thereto, Lessee shall pay, as additional rent, two percent (2%) of the sub-lessee's rental payment to Lessor.

D. Delinquency: The payments set forth in paragraph A of this paragraph shall be kept current. Interest shall be charged on any payment overdue five (5) to thirty (30) days at the rate of one and one-half percent (1.5%) per month prorated for the number of days late. The rate for payments overdue more than thirty (30) days shall be two percent (2%) per month prorated for the number of days over thirty days. Lessor shall also be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

E. Gross Receipts:

(i) The purpose of the Gross Receipts Surcharge is to provide revenue for public purposes by leveraging a fee for the privilege of engaging in commercial business activities on, at or from the Doña Ana County International Jetport. Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below) received from the commercial business activities. Payments, with supporting gross receipts documents, are due to the Doña Ana County Finance Department and Jetport staff on a quarterly basis. Payments not received by the last business day of the month following the completion of each quarter (January, April, July, October) will incur a late fee of $25.00 per month.

(ii) For purpose of the gross receipts surcharge provision, gross receipts means the total amounts the organization received without subtracting any costs or expenses; the only exempted revenue is that from the sale of aviation fuel which is covered by the fuel flowage fee. In an exchange in which money or other consideration received does not represent the value of the property or services exchanged, "gross receipts" means the reasonable value of the property or services exchanged. This fee is authorized to be passed along to customers as a

separate stated fee or included in the stated price.

(iii) If the business owner is a lessee of county property located on the airport, the owner/lessee is eligible for a reduction of monies owed equivalent to a reduction in Base Land Rent of five cents (5¢) per square foot per year, or as governed by the Doña Ana County Codes, Chapter 125, Airport. The business owner will begin paying 2% of the gross receipts of anything earned over the square footage of leased property multiplied by five cents (5¢). For example, if you lease 100,000 square feet, you will begin paying 2% on anything that you earn over [(100,000 x 0.05)/0.02 = $250,000] $250,000. This is equivalent to you receiving a $5,000/year reduction in your base land rent.

(iv) When the sale of property or service is made under any type of charge, conditional or time-sales contract or the leasing of property is made under a leasing contract, the Lessee may elect to treat all receipts, excluding any type of time-price differential, under such contracts as gross receipts as and when the payments are actually received. If the Lessee transfers his interest in any such contract to a third person, then Lessee shall treat the receipts as gross receipts upon the full sale or leasing contract amount, excluding any type of time-price differential.

(v) "Gross Receipts", for the purpose of the business of buying, selling or promoting the purchase, sale or leasing, as an agent or broker, on a commission or fee basis, of any property, service, stock, bond or security, includes the total commissions or fees derived from the business.

(vi) "Gross Receipts", also includes the amounts paid by members of any cooperative association or similar organization for sales or leases of personal property or performance of services by such organization.

F. Place and Manner of Payments: Lessee shall pay by check made payable to "Doña Ana County", in legal tender of the United States, and delivered or mailed to:

Finance Department
ATTN: Accounts Receivable
Doña Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Checks shall be accepted by Lessor subject to collection. Lessee agrees to pay any bank charges for any costs incurred by Lessor on account of returned or dishonored checks. The County shall not accept cash payments. Electronic payments will also be accepted as services become available.

4. IMPROVEMENTS AND CONSTRUCTION OBLIGATIONS:

A. Required Construction: Lessee shall cause to have erected upon the leased premises those improvements as set forth in the plans and specification as shall be subsequently approved by the Lessor at the sole cost and expense of Lessee.

B. FAA Requirements: Before any construction is initiated, the Lessee will comply with all FAA, Environmental, and U.S. Department of Fish and Wildlife Service requirements.

C. Development Plans: Before any construction is initiated, a pre-construction conference shall be held with the Jetport Manager, County Building Services, County Engineer, County Planning Director, and anyone else designated by the Jetport Manager for the purpose of Lessor review and approval of all plans, specifications and a construction timetable. The Jetport Manager shall determine who and what entities need to be present to comply with this provision.

All construction plans, specifications and the timetable shall be reviewed and approved or disapproved by the Jetport Manager, and the Doña Ana County Planning, Building Inspection and Engineering Departments prior to construction.

D. Construction Standards: The improvements to be constructed on the leased premises shall conform to the Development Plan timetable required by the Lessor and shall be accomplished in a good and workmanlike manner, in accordance with the plans and specifications approved by the Lessor; in accordance with County and State Building Codes; pursuant to a Building Permit to be obtained from the Doña Ana County Building Services according to the customary terms and conditions thereof; in accordance with the terms, conditions and requirements of this Lease; and in a manner consistent with State and Federal requirements and subject to the requirements of the County.

E. Hold Harmless, Indemnify and Defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, against liability claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to real property or improvements to real property, caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessee, its agents or any legal entity for whose negligence, acts or omissions any of them may be liable. Incorporated herein, however, are the terms and conditions of Section 56-7-1, NMSA. This Hold Harmless provision is to be read and construed consistent with that statutory section. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

F. Other Construction Contract Requirements: Lessee shall also include in any construction contract, if any is required by subcontractors, such provisions as may be required by Lessor relating to the operations of the Contractor on the Jetport. It is further agreed and understood that all construction contracts and subcontracts for any improvements, replacements, repairs or renewals, constructed hereunder are subject to the standards, resolutions, rules and regulations of County and/or the State of New Mexico, any and all Federal Aviation Administration (FAA) rules and regulations, the Doña Ana County International Jetport Development Guidelines, and the Doña Ana County minimum standards for Commercial Aeronautical Activities at Jetport. Prior to the commencement of any construction, Lessee shall provide Lessor, a copy of all construction subcontracts let in connection with the leased premises.

G. Completion: When the improvements have been completed, Lessee shall deliver to Lessor a certificate of an architect or structural engineer licensed to practice in the State of New Mexico and familiar with the construction of said improvements, certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all Federal, State and County rules, regulations, standards, resolutions, guidelines, laws, ordinances, orders and building codes and certifying that in the engineer's or architect's opinion such improvements have an expected useful life of a duration which is customary for such improvements under similar conditions and circumstances. Lessee shall pay for all reasonable and necessary engineering testing as required by the County Engineer. If required testing indicates that construction is not meeting required specifications or engineering standards, then lessee shall reconstruct such construction. Copies of all testing results shall be provided immediately to the County Engineer.

H. Performance: Lessee shall begin construction no later than three years after execution of this Lease by Lessor and shall complete such construction within 365 days after construction is initiated. Lessee shall conform to the deadlines and the timetable approved by Lessor for building improvements upon the leased premises subject, however, to reasonable delays caused by any act of Lessor or by weather conditions, strikes, lockouts, fire, unusual delays by common carriers, acts of God, or any cause beyond Lessee's control. Extension request shall be made in writing to the Jetport Manager.

I. Ownership and Removal of Improvements: Except as otherwise mutually agreed by the parties, all alterations and improvements made to or placed in the premises by Lessee are and shall remain Lessee's property if such alterations or improvements can be removed without undue damage to the premises and are, in fact, removed by the Lessee prior to the termination of this Agreement or within 60 days after termination. Except as otherwise mutually agreed by the parties, alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become the Lessor's property at the termination of the lease or any extensions thereto

J. Alteration of Construction Plans: The improvements to be constructed on the leased premises may not be structurally changed or altered by Lessee unless the plans and specifications for the structural change or alteration are first approved in writing by the Lessor which approval will not be unreasonably withheld.

5. INSURANCE:

A. General Conditions

Lessee shall obtain and keep in force insurance appropriate to the type of operations for which the hangar is used. If, at any time in the future, lessee or a sub-lessee, engages in Commercial Aeronautical Activity upon or from the leased premises, additional insurance types may be required.

Lessee shall furnish to the Jetport Manager prior to occupancy of the Premises and annually thereafter during the term of this Lease, Certificates of Insurance showing that the insurance requirements of this Lease have been met and that the County is named as an additional insured under the required Commercial General Liability policy (evidence of this should be through an extra signature page with the endorsement).

The County shall have the right from time-to-time to require Lessee to obtain increases in insurance coverage if the County determines that increases are necessary to provide adequate protection to Lessee or the County, but only to the extent that the increased coverage are in amounts that are commonly required by other airports for operations similar to those performed by Lessee.

New Certificates of Insurance shall be submitted to the County whenever changes or revisions occur. Each policy of insurance shall contain the following clause: It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Jetport Manager has received written notice of the cancellation or reduction.

B. Certificate of Insurance

The certificate of insurance shall reflect that:

1. All required insurance is in effect.
2. The Lessor shall be an additional insured on the Lessee's airport owners and operator's liability policy with respect to activities under this Lease.
3. The airport owners and operator's liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The airport owners and operator's liability insurance of the Lessee shall be primary insurance and any insurance or self-insurance of the Lessor shall be excess and not contributory insurance.
5. If for any reason, any material change occurs in the coverage during the course of the Lease, such change will not become effective until 30 days after the Lessor has received written notice of such change.

C. Types of Insurance Required

Lessee shall obtain insurance of the types described below from an insurer with an A. M. Bests rating of not less than A-VII:

1. Airport Owners and Operator Insurance shall cover liability arising from:
   (a) Products and completed operations, which includes refueling activities
   (b) Premises operations
   (c) Contractual liability
   (d) Unlicensed service vehicles
2. Automobile Liability Insurance covering all owned, non-owned, hired and leased service vehicles used at the Jetport, if not covered by the Jetport Owners and Operator's Insurance.
3. Property Insurance or Course of Construction Insurance written on an all risk basis for the full replacement cost, protecting the interests of the Lessee or any sub-lessee and including coverage for debris removal.
4. Environmental Impairment Liability Insurance for any fuel storage for private use including coverage for piping or dispensing of fuel.

D. Limits Required

Lessee shall maintain the following insurance limits:

1. Airport Owners and Operator Insurance shall be written with limits no less than $2,000,000 each occurrence, a $2,000,000 general aggregate and a $2,000,000 products- completed operations aggregate limit.
2. Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.
3. Property Insurance or Course of Construction Insurance for the full insurable value or completed value of the Lessee occupied premises and

provided on a replacement cost basis.

6. USE RESTRICTIONS:

A. Permitted Uses: The leased premises are located within that portion of the Jetport designated and reserved for general aviation. Only uses consistent with that designation and reservation and with the Jetport Master Plan and Jetport Layout Plan, and FAA Policy Statement on Non-Aeronautical Use of Airport Hangars, shall be permitted on the leased premises. The leased premises and/or improvements thereon shall be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA office of Airports:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, *e.g.,* towbars, glider tow equipment, workbenches and tools and materials use in the servicing, maintenance, repair or outfitting of aircraft.

B. Prohibited Uses: All uses, except those uses specifically listed in Paragraph 6.A. above, are prohibited without the written approval of the Jetport Manager. Prior to commencing any Commercial Aeronautical Activity, Lessee shall obtain County approval in accordance with Doña Ana County Codes, Chapter 125, Airport.

C. No Implied Uses: Lessee shall acquire no right to utilize the leased premises or the improvements thereon other than as specifically allowed under this Lease, as may be amended.

7. MAINTENANCE OBLIGATIONS:

A. Lessee, at its own expense, shall keep the leased premises and improvements, including water, septic tanks, sewer and waste water drain lines, barrier fences, auto/pedestrian access ways, trench drains and utilities, upon and within the leased premises in good repair and maintenance, and in a safe, sanitary, orderly and sightly condition. Such leased premises and improvements shall be at all times maintained in compliance with all Federal, State and County rules, regulations, orders, building codes, ordinances and laws, as may be adopted, amended or modified from time to time. Lessee shall maintain the security of the leased premises and/or improvements. Lessee is required to maintain all asphalt installed during the project utilizing crack filling and asphalt seal coat at no less than the 10-year anniversary and prior to any extension authorizations. Additional investment will be necessary for lease extensions. Investments may include asphalt refurbishment, painting, energy efficient appliances, etc. Investments must be approved by the Jetport Manager.

B. Lessee shall be responsible for removal of all wastes from the leased premises at Lessee's expense. Lessee shall not permit rubbish, debris, waste materials or anything obnoxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased premises and/or improvements or to be disposed of improperly. The Lessee shall not permit any wastes, liquids, or other material to become a part of the effluent to any sewage plant or septic tank system which would cause

malfunction of any septic tank, plant equipment or other septic tank system or impede the normal chemical and biological workings of any plant or septic tank process system. Lessee shall also be responsible for control of animals and rodent, insect and bird elimination upon the leased premises.

8. SIGNS: Lessee shall not erect, paint or maintain any sign(s) and/or advertising display(s) whatsoever, upon the leased premises without first securing the written consent of the Jetport Manager. Signs must be in compliance with the Lessor's sign ordinance.

9. TAXES, LICENSES AND LIENS:

A. Lessee covenants and agrees to promptly pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against leased premises including personal property taxes on improvements to the leased premises and any and all utility and/or infrastructure improvement assessments applicable either to the leased premises or a pro rata share (based on Lessee's percentage share of the total rentable land within the Jetport) of such Jetport assessments. Such improvements must benefit all tenants at the Jetport and must be approved by the County, after notice to Lessee and other tenants, pursuant to applicable rules, regulations and statutes. Lessee further covenants and agrees to take out and keep current all licenses (County, State and Federal) required for the conduct of its business at and upon the Jetport, and further agrees not to permit any of said taxes, excises or license fees to become delinquent.

B. Liens: Lessee also covenants and agrees not to permit any mechanic's or materialman's lien(s) or other lien(s) to be foreclosed upon the leased premises and/or Lessee's improvements thereon, and/or any part of the Jetport thereof, by reason of any work or labor performed, or materials furnished by any mechanic, materialman or the like, if there is any authority allowed by state law to foreclose such liens against Lessor property including, but not limited to, the leased premises and/or the Jetport. Lessee further covenants and agrees to pay promptly when due, all bills, debts, and obligations incurred by it in connection with its operations on the leased premises, and not to permit the same to become delinquent and to protect the Lessor from, and to suffer no lien, mortgage, judgment or execution to be filed against the leased premises and/or Lessee's improvements thereon and/or any part of the Jetport thereof, if there is any authority allowed by state law to file such against Lessor property including, but not limited to, the leased premises and/or the Jetport. The Lessor does not grant consent for and/or does not waive sovereign immunity from any and all such lien(s), mortgage(s), judgment(s), foreclosure(s), suit(s), and/or execution(s) against the Lessor and/or Lessor property, including but not limited to, the leased premises and/or the Jetport.

10. INDEPENDENT CONTRACTOR: Nothing in this Lease Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish Lessee as an agent, representative or employee of the County for any purpose or any manner whatsoever. Lessee and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. The Lessee, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

11. SOVEREIGN IMMUNITY: By entering into this Lease Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

12. PUBLIC EMPLOYEES: As used in this Lease, "public employees" as defined in the New Mexico Tort Claims Act, means any officer(s), employee(s), servant(s) of the Lessor, including elected or appointed officials, law enforcement officers and persons acting on behalf or in service of the Lessor in any official capacity, whether with or without compensation and also including the appointed officials of the Doña Ana County International Jetport Advisory Board or County Commission but the term does not include an independent contractor(s).

13. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Lease or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

14. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

15. INCONVENIENCE DURING CONSTRUCTION AND RELOCATION:

A. Jetport Expansion and Construction: Lessee recognizes that from time to time during the term of this Lease it will be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Jetport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee in its operation at the Jetport. The Lessor reserves the right to further develop or improve the Jetport as it sees fit, and without unreasonable interference or hindrance from Lessee.

B. Relocation: If the physical development of the Jetport requires the relocation, removal or alteration of Lessee's facilities, the Lessor agrees to provide on a timely basis a comparable location without any unreasonable interruption to the Lessee's activities. The Lessor agrees to timely relocate all facilities, improvements and buildings from within the leased premises to the comparable premises at no cost to the Lessee. If such relocation of facilities is impractical, Lessor shall construct comparable facilities on such new location. In the alternative, Lessor shall have the option to terminate the lease if the cost to construct comparable facilities is deemed excessive by the Lessor. Lessee agrees that Lessor shall not be liable for claims or damages by reason of such inconvenience or interruption.

16. PROHIBITION AGAINST LEASEHOLD PLEDGE AND ASSIGNMENT:

A. General Assignments Prohibited: Lessee shall not assign nor delegate Lessee rights and obligations, any interest in this contract, or transfer any interest or assign any claims for money due or to become due under this lease without the written consent of the Lessor.

B. Mortgages and Construction Financing: Unless the Lessor previously consents in writing, which consent will not be unreasonably withheld or delayed, Lessee shall not pledge, mortgage, alienate, hypothecate, or otherwise encumber the Lease or any interest therein or grant or give any other security interest in the leased premises, voluntarily or by operation of law, except if the Lessor agrees to the construction of improvements on the leasehold by Lessee, the Lessor, upon request by the Lessee, shall permit Lessee to encumber the leasehold interest granted by the Lease for the purpose of financing such improvements, in a manner acceptable to the Lessor, but only on the leased premises on which said improvements are to be constructed; in which case, the Lessor agrees that this Lease shall be subordinate to the construction and permanent financing of such improvements. Provided, however, that in the event of a foreclosure of any mortgage or other security document granted by Lessee concerning all or any part of the leased premises created by this Lease, the foreclosing party following such foreclosure shall have no greater rights with respect to the leased premises than are granted to Lessee under this Lease and all other operations, if any, conducted by the secured foreclosing party shall be consistent with the terms, conditions, covenants and agreements of this Lease. Any mortgage or security document given by Lessee shall provide that all notices of default required to be given to Lessee by the holder hereof shall also be given to the Lessor. Should Lessor later agree to amend this Lease to permit an assignment of this Lease, as a condition to the Lessor's consent to the Lessee to assign this Lease, Lessor shall have the right to increase the Base Land Rents, compensation and other fees.

17. SUBLEASES: If Lessee desires to sublease any portion of its hangar space to another entity, Lessee shall:

A. Obtain written approval, which approval shall not be unreasonably withheld by Lessor, from the Lessor for the intended sublease activity and the form of the sublease agreement shall also be approved by the Lessor prior to the execution of such sublease.

B. Ensure that Subleases contain all the terms and conditions of this Lease as a minimum, but shall prohibit further subleases. Subleases shall be subordinate to and subject to this Lease.

C. Not be relieved of and from its duties, liabilities and obligations under this Lease for the entire premises including the sublease part.

18. CANCELLATION AND TERMINATION: The Lessor may cancel and terminate this Lease, and may repossess the leased premises, with or without process of law and without liability for including, but not limited to, any of the following circumstances:

A. In the event any installment of land rental, compensation, fees and/or other payment provided for herein is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Lessee at the address of lessee provided below, of its intention to so terminate, at the end of which time all the rights of Lessee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall

have been paid within such ten (10) days; provided, however, Lessee will be allowed only two (2) such notices within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Lessee without any right on the part of Lessee to cure such default after receiving such notice.

B. In the event of any other default of Lessee as to the term(s), condition(s), agreement(s) and/or covenant(s) of this Lease, upon giving thirty (30) days written notice to Lessee to cure the default or suffer termination, at the end of which time all rights of Lessee hereunder shall be terminated unless the default specified in such notice shall have been cured within said thirty (30) days, or unless Lessee shall take diligent steps, as determined by the Lessor, to cure such default during said period.

C. In the event Lessee shall engage in any activity or practice which hinders or interferes with the proper use and operation of the Jetport, then the Lessor may order Lessee to forthwith cease and desist from such activity or practice and should Lessee fail or refuse to comply with any such order, the Lessor may, at its option, cancel and terminate this Lease.

D. Upon occurrence of any of the following events, Lessor may terminate the Lease by giving thirty (30) days written notice to Lessee of its intention to terminate the Contract.

(1) If the Lessee shall apply for or consent to, in writing on behalf of Lessee by any of its agents or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of Lessee or of all or a substantial part of its assets;

(2) If the Lessee shall file a voluntary petition in bankruptcy, or admit in writing its inability to pay debts as they come due;

(3) If the Lessee shall make a general assignment for the benefit of creditors;

(4) If the Lessee shall file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law;

(5) If the Lessee shall file an answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, or insolvency proceedings; or if during the term of this Lease, an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Lessee bankrupt or approving a petition seeking reorganization of Lessee or appointing a receiver, trustee, or liquidator to marshal all or a substantial part of its assets, and such order, judgment or decree shall continue without stay and in effect for any period of ninety (90) consecutive days;

(6) If the Lessee shall have its estate herein divested by other operation of law;

(7) If the Lessee shall abandon its use of the premises or operations or conduct of business on the leased premises for sixty (60) days;

(8) If after the occurrence of damage or destruction, partial or total, to the improvements on the leased premises by fire, the elements or other casualty to such an extent that the Lessee is incapable of repairing and/or replacing such improvements within eight (8) months.

19. OBLIGATIONS AND RIGHTS FOLLOWING CANCELLATION AND TERMINATION OR EXPIRATION:

A. Except as otherwise provided herein, in the event of cancellation and/or termination of this Lease by the Lessor, other than for the normal or usual expiration of the term

or any renewal, or any other termination, the Lessor shall have no further obligations hereunder. Lessee shall remain liable to Lessor for all damages, rentals, compensation and other fees accrued to the date of termination and for all damages, rentals, compensation and other fees accrued during any period of holding over if the lease is terminated for any of the above reasons by Lessor.

B. Continuing Hold Harmless and Indemnity Obligations: Any and all of the Lessee's agreements to hold harmless, indemnify and defend to the Lessor and/or its "public employees" as defined in the New Mexico Tort Claims Act, shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other termination of this Lease for any reason and shall survive the cancellation, expiration of the term or any renewal or any other termination of this Lease.

C. Right to Premises: Upon the expiration of the term or any renewal, cancellation or any other termination of this Lease, the Lessee's rights to the leased premises, facilities, other rights, licensed services and privileges granted in this Lease shall immediately cease.

20. RIGHTS AND REMEDIES CUMULATIVE: Lessor shall have all rights and remedies specified herein, as well as any and all rights and remedies available to Lessor either under the common law or the laws of the State of New Mexico. The rights and remedies of the Lessor under this Lease are cumulative and are not intended to be, and shall not be, exclusive of one another. The Lessor shall have all rights and remedies provided herein (including the right to exercise any landlord's or similar lien upon property of Lessee located on or used in connection with the leased premises), and all such rights and remedies may be exercised by the Lessor. Neither the delay nor the omission to exercise any right or power nor the exercise of any right or power accruing to the Lessor shall impair any such right or power, or shall be construed to be a waiver thereof, or relieve the Lessee of any of its responsibilities or obligations under this Lease or from any liability resulting therefrom, or in any way amend, modify, alter, limit or otherwise affect the rights of the parties hereunder.

21. SURRENDER OF LEASED PREMISES AND HOLDING OVER:

A. On expiration of the term or any renewal hereof, cancellation of this Lease as herein provided or on any other termination, the Lessee shall immediately peacefully surrender and vacate the leased premises. Subject to Paragraph 4.I, supra, Lessee shall remove all alterations and improvements and restore the leased premises to its original condition, minus usual and customary wear and tear, as the same appeared at the commencement of the Lease.

B. Notwithstanding the foregoing, the Lessor reserves the option to purchase any or all of such alterations and improvements, but not including alterations and improvements that may not be removed without material damage to the leased premises, for a sum equal to the fair market value of such improvements as determined by a qualified real estate appraiser jointly appointed by the Lessor and the Lessee. Should the Lessor and the Lessee be unable to agree on the selection of an appraiser, the Lessor's appraiser and the Lessee's appraiser will appoint a third party to determine the fair market value of the improvements. Any leasehold improvements that may not be removed without material damage to the leased premises shall not be removed by the

Lessee at any time, but shall become the property of the Lessor upon the expiration of the term or any renewal, cancellation or any other termination.

C. Lessor shall have the right on such expiration of the term or any renewal, cancellation or any other termination to enter upon and take possession of said leased premises, with or without process of law, without liability for including, but not limited to, trespass.

D. Lessor may permit, in writing prior to the expiration of the terms of the lease, Lessee to hold over the use of or continue to occupy said lease premises after the expiration of the term or any renewal for an agreed period not to exceed six (6) months. Should Lessee continue to occupy said leased premises after the expiration of the term or any renewal, of this Lease, such holding over shall be deemed merely a tenancy upon the same conditions as provided in this Lease but at a rental rate, compensation and other fees as determined by the Lessor. Any rent would be equal to or higher than the rent at the expiration of the term (i.e., base land rent plus any escalations over time). This provision is intended to limit any possible period of hold over to six (6) months and is not intended as an additional six-month term on the Lease or to otherwise modify either party's right under a tenancy, including the Lessor's right to fully terminate the Lease and Lessee's right of possession upon thirty (30) days written notice from Lessor to Lessee during any hold over period.

E. If Lessee fails to remove the leasehold improvements within sixty (60) days following the date of expiration of the term or any renewal, cancellation or any other termination, then title to the leasehold improvements shall vest in the Lessor.

F. No holding over by Lessee after expiration of the term or any renewal, cancellation or any other termination of this Lease, whether with or without the consent of the Lessor, shall operate to extend or renew this Lease.

G. Should the contract be terminated for cause or breach of the terms of the contract the Lessee forfeits the right to remove improvements and the improvements immediately become the property of the Lessor. Any expenses accrued by the Lessor in executing this provision or litigation expenses or similar fees shall be paid by the Lessee.

22. WAIVER: Any waiver by the County of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. LITIGATION EXPENSES: In any action brought by either party for the interpretation of this Lease or the enforcement of the obligation(s), duty(ies) and/or liability(ies) of the Lessee or Lessor, the Lessor shall be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

24. NOTICES: All notices and/or correspondence between the parties to this Contract shall be hand delivered or sent by certified mail with return receipt requested jointly to:

Doña Ana County Manager Doña Ana County Jetport Manager 845 N Motel Blvd. Las Cruces, NM 88007	Attn: (Lessee) xxxxx

The effective date of service of any such notice shall be the date such notice is hand delivered or mailed to Lessee or the Lessor. Either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. If Lessee changes address, Lessee shall give written notice to Lessor within thirty (30) days thereof.

25. JETPORT RULES AND REGULATIONS: In addition to all other provisions of this Lease, Lessee shall comply with the Doña Ana County Code, Chapter 125 Airport, if Lessee or any sub-lessee shall be engaged in any Commercial Activities on the leasehold, the County Code, and any rules, regulations, standards, advisory circulars and/or resolutions as may be adopted or issued by the County, State of New Mexico and/or the Federal Aviation Administration, and all amendments thereto which from time to time may be adopted hereafter. Such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions are incorporated by reference as if they were fully set forth in this Lease. Failure to fully comply with such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions shall constitute a material breach of this Lease and serve as adequate grounds for termination.

26. LESSEE'S RECORDS:

A. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall keep and maintain at the Jetport, or at such other place as may be approved in writing by the Lessor, true and accurate books and records of its operations under the terms of this Lease, in a form satisfactory to the Lessor. Such books and records as well as certified financial statements, reports of any external audits prepared for Lessee and its income tax return shall be made available to the County Jetport Manager, other County staff designated by the Jetport Manager, representatives or contractors of the State Auditor, at the Jetport, for inspection and copying at any time without advance notice to Lessee during normal business hours during the term of this Lease and for two years thereafter.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall, annually, during the term hereof, and any renewal term, submit to the Jetport Manager a statement, prepared in accordance with a system of accounting satisfactory to the Lessor showing the gross receipts of the Lessee and sub-lessee (s), if any, on, in and from the leased premises at the Jetport, for the preceding twelve (12) months, which statement shall be subscribed and sworn to as correct by Lessee or one of its officers. Such statement shall show such reasonable detail and breakdowns as may be required by the Lessor.

C. If Lessee or any sub-lessee engages in any commercial operations on the premises, Lessee shall provide a monthly audit report to the Lessor for all fuel purchases and deliveries made by and/or to the Lessee for sale or use at the Jetport.

27. FEDERAL MANDATED LEASE PROVISIONS:

A. In addition to the leased premises specifically designated for its exclusive use, this Lease grants Lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized in accordance with the aviation and air navigation rules and regulations promulgated by the laws of the United States of America and the State of New Mexico, and all pertinent Codes, directives, ordinances, rules and regulations of Doña Ana County.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, or national origin.

C. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve, on a fair and equal basis, all users thereof and it shall charge fair and reasonable prices to all users for each unit of service; provided, that Lessee may be allowed to make reasonable discounts, rebates or other similar type of price reductions to volume purchasers.

D. (1) If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious affiliation, sex, race, creed, color, or national origin; and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Lessee understands and acknowledges that the Lessor has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances and respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Lessor, for certain Jetport programs and activities. Lessor is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Lessor operates or has the right to operate any facility on the Jetport providing services to the public, the following covenant, to which Lessee agrees:

> "Lessee, in its operation at and use of the Doña Ana County International Jetport, covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21. In the event of such discrimination, Lessee agrees that Lessor has the right to take such action against Lessee as the Government may direct to enforce this covenant."

(2) The Lessee does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(3) The Lessee does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

E. It is clearly understood by the Lessee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Jetport from performing any services on its own aircraft with its own regular employees or hired contractors (including, but not limited to, maintenance and repair) that it may choose to perform, provided, however, that such services shall be subject to the rules and regulations established by the Lessor and shall be consistent with the terms of any lease or sublease of hangar space.

F. (1) Lessor reserves the right (but shall not be obligated to the Lessee) to maintain and keep in repair the landing area of the Jetport and all publicly-owned facilities of the Jetport together with the right to direct and control all activities of the Lessee in this regard. If the County fails to maintain and keep in repair the landing area and/or the publicly-owned facilities of the Jetport and diminishes lessee's use, rights and/or operations on the leased premises, Lessee shall have the right to terminate the Lease upon reasonable notice to the Lessor.

(2) Lessor reserves the right (but shall not be obligated to the Lessee) to establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Jetport as may be necessary for the safe and efficient operation of the Jetport and/or to prohibit or limit any given type, kind, or class of aeronautical use of the Jetport if such action is necessary for the safe operation of the Jetport or necessary to service the civil aviation needs of the public.

G. The Lessor reserves the right to take any action it considers appropriate to protect the aerial approaches of the Jetport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jetport which, in the opinion of the Lessor, would limit the usefulness of the Jetport or constitute a hazard to aircraft.

H. (1) This Lease shall be subordinate to and subject to the provisions of any agreement between the Lessor and the United States, relative to the operation or maintenance of the Jetport. This subordination includes, but is not limited to, the right of the Lessor, during time of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with Lessee shall be suspended. This Lease shall also be subordinate to and subject to the provisions of any agreement between the Lessor and the State of New Mexico relative to the operation or maintenance of the Jetport.

(2) This Lease shall also be subordinate to and subject to the covenants and conditions of the Patent No. 30-82-0048 from the United State of America to the Lessor for the land for the Jetport. If the United States exercises its right of entry and possession of title under Patent No. 30-82-0048 or if the property under Patent No. 30-82-0048 automatically reverts to the United States, then this Lease shall terminate immediately.

I. For any commercial operations conducted on the premises, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Sub-part E, to

ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Sub-part E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. LESSEE'S COMMERCIAL OPERATIONS:

A. As governed by Doña Ana County Codes, Chapter 125, Airport; Lessee shall maintain at its own expense all necessary permits and license required in the conduct of its business, if any, at Jetport.

B. Lessee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Lessee.

C. Lessee, its officers, employees, agents and servants shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of New Mexico, the Doña Ana County Board of County Commissioners which may be applicable to its operations at the Jetport, and shall make no unlawful or offensive use of the leased premises.

D. Lessee shall bear all costs of its operation at the Jetport and/or of its use and occupancy of the leased premises and improvements and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business and/or with the use and occupancy of the leased premises and improvements, including, but not limited to, insurance and taxes.

E. If a Commercial Activity is conducted on the premises, Lessee shall provide the Jetport Manager with a schedule of the hours of operation that Lessee will be open to the public and the names and telephone numbers of Lessee's officials who shall be available at all hours of Lessee's operations at the Jetport to perform required management functions.

F. Lessee shall conform to all applicable safety, health, and sanitary codes and agrees to cooperate with the Lessor in its fire prevention efforts.

G. The Lessor or the Jetport Manager may enter upon the leased premises and/or improvements to the lessee at any reasonable time, with reasonable notice, and for any purpose necessary, incidental to or connected with the performance of the Lessee's obligations under this Lease or in the exercise of their function as County and/or Manager.

29. PERFORMANCE SURETY: If any commercial use of the premises is instituted, Lessee shall furnish a payment guarantee in the form of a performance Bond, Cashier's Check, Certified Check, Money Order, or an irrevocable Letter of Credit from a bank in an amount equal to its anticipated obligations under this Lease for a six-month period as security for the full and faithful performance and observance by Lessee of the terms, covenants, agreements and conditions of this Lease. Such security shall be provided to the Jetport Manager within thirty (30) days of the effective date of this Lease.

30. EASEMENTS:

A. The Lessor may at any time locate, in whole or in part, any easement(s) for taxiway, auto/pedestrian access way, waste water drain-line, utility and/or barrier fence on the leased premises; provided however, that such location does not diminish or permanently

interrupt such rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the lease upon reasonable notice to Lessor. During alteration work, Lessor may suspend work on such easements and restore the leased premises to a condition similar to the condition which existed prior to alterations by the Lessor. After completion of alterations, Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor. Lessee agrees to take no action that will interfere with the designated purpose of the easement.

B. Lessor possesses a perpetual easement and right-of-way for the construction, maintenance, removal and replacement of taxiway, auto/pedestrian access way, waste water drain-lines, utility lines, manholes, barrier fence, and related facilities of such size and capacity as is necessary or required for the development of the Jetport, through, over, across and under the utility easement, waste water drain-line easement, and/or barrier fence easement.

C. Except as specified above, Lessee shall have full and complete use of the surface of the leased premises encumbered by easements.

D. The Lessor may at any time and from time to time relocate, in whole or in part, any easements provided that such relocation does not diminish or permanently interrupt the rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the Lease upon reasonable notice to Lessor. The Lessor may temporarily interrupt such rights and/or operations with respect to such easement(s) during the period of relocation of easement, and the Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor.

31. EMINENT DOMAIN:

A. In the event that all or substantially all of the leased premises or any material portion of the Jetport premises or facilities outside the leased premises which Lessee is entitled to use pursuant to this Lease shall be appropriated or taken under the power of eminent domain, or by purchase in lieu thereof, at any time during the lease term so as to substantially interfere with Lessee's operations as determined by Lessee in its sole discretion, this Lease may be terminated by Lessee as of the date that title to the property taken vests in such condemning authority. In the event of a condemnation of all or a portion of the leased premises, Lessee shall be entitled to the monetary award attributable to the condemnation or purchase of the Lease from the condemning authority.

B. In all instances of an appropriation or taking of a portion of the leased premises under the power of eminent domain, or purchase in lieu thereof, when Lessee elects not to terminate this Lease and Agreement, Lessee shall restore as promptly as practicable and to the extent permitted by application of the proceeds paid by the condemning authority pursuant to any exercise of such power of eminent domain the remaining portion of the leased premises to a condition which will permit Lessee to substantially carry on its operations. Any condemnation proceeds not required for the purposes of restoration shall belong to Lessee. In the event Lessee elects not to terminate this Lease, effective as of the date of such taking, the total square footage of the leased premises shall be reduced by the amount taken by eminent domain.

32. FUEL IN HANGARS PROHIBITED: Lessee, its officers, servants, representatives, employees, agents, sub-lessee, contractors, subcontractors, invitees, customers, patrons,

successors, assigns, and/or suppliers, as well as all other persons doing business with lessee, shall not fuel aircraft in any hangar.

33. FUEL STORAGE: If Lessee stores, sells or supplies fuel, Lessee shall install above ground storage tanks in accordance with all Federal, State and County laws, rules, regulations, ordinances and building codes regulating such fuel storage. Such tanks shall be constructed in a specified fuel farm area designated in the FAA approved Jetport Layout Plan and as governed by Doña Ana County Codes, Chapter 125, Airport, Article IV, Fuel Policy.

34. CHARGES: Nothing in this Lease shall be deemed to relieve the Lessee and/or any and all of its officers, employees, representatives, agents, servants, invitees, patrons, customers, contractors, sublessee, subcontractors, successors, assigns and/or suppliers, as well as all other persons doing business with the Lessee, from any and all Jetport use or activity charges as are or may be levied generally by the Lessor directly upon the operation of aircraft.

35. UTILITIES:

A. Lessee shall obtain and install underground at its own expense any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations, and/or building codes of the State of New Mexico and the Lessor. Lessee shall pay the expense of connecting to existing utility lines and maintaining all utility facilities within the leased premises, and pay all charges for consuming such services. In the event it shall become necessary to make utility changes upon the leased premises or within any improvement covered by this Lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at its expense as directed and required by the utility company, County or the New Mexico Construction Industries Division.

B. Hold Harmless, Indemnify and defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, from any and all costs, expenses and/or charges for utility services furnished to the Lessee, necessary or required in the operation and maintenance of the leased premises, caused by or resulting from the sole or concurrent negligence of the Lessee, its agent or Lessee′s employees or any independent contractor who is directly responsible to the Lessee or from any accident which occurs in operations carried on at the direction or under the supervision of the Lessee or representative of the Lessee. This provision shall not affect the validity of any insurance contract or any benefit conferred by the Workmen′s Compensation Act. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

36. RESERVATION OF RIGHT:

A. After the Lessor fulfills its assurances to the United States and the State of New Mexico under the respective grant agreements or if the Lessor is released from such assurances, the Lessor reserves the right to terminate all aviation activities at the Jetport and to close the Jetport because of insufficient funds, operation of law and/or any other reason whatsoever. The Lessor's right to do such shall be final. If such right is exercised by the Lessor, then this Lease shall terminate immediately. The Lessor's decision as to whether or not sufficient funds are available shall be accepted by Lessee and shall be final.

B. The assurances of the Lessor to the United States and the State of New Mexico under the respective grant agreements are not obligations of the Lessor to Lessee and shall not be construed as such.

37. GOVERNING LAW: This Lease Contract shall be construed in agreement with the Laws of the State of New Mexico. The Lessee shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the County.

38. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

39. REPRESENTATION: Lessee has inspected the leased premises and is aware of the condition of the leased premises and improvements thereon, if any, and no representations as to leased premises or its conditions have been made to Lessee by Lessor except for those contained herein, if any. Lessee assumes all the risks incident to the use of the leased premises. Lessee accepts the leased premises in its present condition. Lessor and its "public employees" as defined in the new Mexico Tort Claims Act, shall not be liable to and shall be held harmless by the Lessee for any and all death(s), injury(ies) to person(s), damage(s) to property(ies) and/or damage(s) and/or liability(ies) of any other nature whatsoever resulting from hidden, latent or other dangerous condition(s) on the leased premises and/or the Jetport, for which sovereign immunity has been waived or alleged to be waived under state law and/or for which an action(s) is allowable or alleged to be allowable under federal law.

40. MERGER OF PRIOR AGREEMENTS: This Lease Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

41. AMENDMENTS: This contract shall not be altered, changed or amended except by written instrument signed by both parties and where required, approved by the New Mexico State Board of Finance.

42. SEVERABILITY: If any clause or provision of the Lease Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is voidable and no damages shall accrue to either party.

43. PROCUREMENT CODE: Both parties are bound by the terms of the Procurement Code, Sections 13-1-25 through 13-1-199, NMSA 1978 as amended. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

44. SUFFICIENT APPROPRIATIONS: The terms of this Contract are contingent upon

sufficient appropriations and authorization being made therefor by the governing board of the Lessor for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement will terminate immediately upon written notice being given to the Lessee. The decision of the Lessor as to whether sufficient appropriations are available shall be accepted by the Lessee and shall be final.

45. CONFLICT OF INTEREST: The Lessee warrants that he presently has no interest, and shall not, during the term of this Contract, acquire any interest which has the potential to conflict with performance under this contract. In the event such a conflict arises, the County shall be notified and appropriate corrective action taken. The Lessee's failure to inform the County of such conflict constitutes default and shall be grounds for immediate termination of contract by the County.

46. BINDING EFFECT OF AGREEMENT: Lessor and Lessee agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon their heirs, executors, personal representatives, administrator, assigns, successors, and transferees of Lesssee, and the death of __________ shall not terminate the lease.

47. DUPLICATE ORIGINALS: This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

48. APPROVAL OF CONTRACT/EFFECTIVE DATE: This Lease is contingent upon approval by the New Mexico State Board of Finance and shall become effective upon the date of such approval.

Lessee: XXXXX

____

XXXX XXXX

Lessor: Doña Ana County, New Mexico

By: ______________________________
XXXXXXXX, County Manager

Approved on ______________________________, 2025
by New Mexico Department of Finance & Administration
State Board of Finance

By: _______________________________

____
(Print or Type Name)

____
(Title)

CONTRACT DAC 2025-____

LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND RPSEP, LLC FOR LEASE OF JETPORT SPACE AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT, SANTA TERESA, NEW MEXICO

This Lease, made and entered into by and between the Board of County Commissioners of Doña Ana County, New Mexico, hereinafter referred to as the "Lessor," and RPSEP, LLC their heirs or successors, hereinafter called the "Lessee." This Lease supersedes all prior agreements and negotiations between the parties.

W I T N E S S E T H:

WHEREAS, Lessee desires to erect a hangar and support buildings upon a site designated as Lot (T-14C2) (Airport Layout Plan) at the Doña Ana International Jetport, (hereinafter called the "Jetport") which is owned by the Lessor, and

WHEREAS, Lessee shall submit to the Lessor those items set forth in the Doña Ana County Code, Chapter 125, Article III paragraph 125-27 B. Development Guidelines as applicable, for Lessor approval, and

WHEREAS, Lessee and the Lessor desire to enter into this Lease relating to the occupying of a facility to be constructed upon the hereinafter described Lot.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein contained and other good and valuable consideration, the mutual sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

1. LEASED PREMISES: The Lessor leases to Lessee, the area of land referred to herein as Lot T-14C2, hereinafter referred to as "leased premises," at the Doña Ana County International Jetport, Santa Teresa, New Mexico, which is depicted and described upon Exhibit "A" attached hereto and made a part hereof. The area of land Lot T-14C2 (Airport Layout Plan) to be leased is described in Exhibit A attached and contains approximately three thousand nine hundred (3,900) square feet.

2. PERIOD OF CONTRACT: The premises is hereby leased for a period of twenty five (25) years commencing from the date of approval by the New Mexico State Board of Finance. The term of the Lease may be extended once for an additional ten (10) year term upon the same terms and conditions at the discretion of the Lessor, provided that:

(i) Lessee notifies Lessor of its intention to renew one (1) year prior to the end of the term of this Lease;

(ii) Lessee, in Lessor's reasonable judgment and discretion, has maintained the leased premises in good workable condition consistent with Lessor's standards, resolutions, rules and regulations, the Doña Ana County Code Chapter 125, Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, and the Doña Ana County International Jetport Development Guidelines as may be revised during the term of this Lease or any renewal terms;

(iii) Lessee asserts that it has continuously operated its facility and at the time of renewal notice is not in receivership or bankruptcy;

(iv) Lessee is not in violation of the Doña Ana County International Jetport Development Guidelines, the Doña Ana County Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, or any other Lessor standards, resolutions, rules or regulations then existing or adopted during the term of this Lease or any renewal terms;

(v) Lessee has not been more than 60 days late in making rent payments more than three times during the term of the lease or any renewal terms;

(vi) The Lessee is current in payment of land rentals, compensation and other fees and provided; and

(vii) Lessee is not then in breach of any material term, covenant or condition of this Lease as may be amended or revised, extended or renewed.

3. <u>RENTAL RATE, OTHER FEES AND PAYMENT</u>

A. Base Land Rent and Other Rent: Lessee shall pay the County rent for the leased premises on an annual basis, as follows and governed by Doña Ana County Codes, Chapter 125, Airport:

(i) Commencing on the first day of this Lease is approved by the New Mexico State Board of Finance, Lessee shall pay the Lessor twenty-two cents (22¢) per square foot per year as Base Land Rent based on a current fair market appraisal and the fact that the hangar will be used only for storage and not operated commercially and no gross receipts generated. The Base Land Rent shall be adjusted to the current fair market value at the time of each contract renewal.

(ii) Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below in Section 3E) received from the commercial business activities as governed by the Doña Ana County Codes, Chapter 125, Airport.

(iii) Provided however, that if commercial operations are initiated, the total rent to be paid by Lessee, including Base Land Rent and additional rent calculated pursuant to Section 3A(ii) combined, shall not be less than the Base Land Rent for non-commercial use as set forth in Section 3A(i) and calculated pursuant to Section 3B of the original lease. The amount due therefore shall be the greater of the Base Land Rent calculated as if there were no

commercial aeronautical operations on, at, or from Dona Ana County International Jetport as adjusted pursuant to Section 3B of the original lease, **or** rent calculated pursuant to Sections 3A(i) and (ii) if there are commercial aeronautical operations being conducted on, at, or from the Dona Ana County International Jetport by Lessee.

(iv) In addition to rent set forth in (i) and (ii) above, Lessee shall pay Lessor a fuel flowage fee of six cents (6¢) for each gallon of fuel privately delivered to Lessee at the Jetport, or as governed by Doña Ana County Codes, Chapter 125, Airport. Payment shall be made quarterly on January 1, April 1, July 1, and October 1, of each year during the term of this Lease.

B. Rental Escalation: The negotiated Base Land Rent rate specified in 3.A(i) above, shall be increased annually according to increases in the Consumer Price Index produced by the Bureau of Labor Statistics. On each lease anniversary date, the Lessor shall give written notice to the Lessee of the Base Land Rent to be charged during the ensuing year. The increase shall be based on the All Urban Consumer (CPI-U) for All Items Category, U.S. City Average (or, if said index is no longer published, an appropriate successor index), and shall be for the most recent period available: the percentage increase over the same index for the previous twelve months, but not to exceed 4% of the Base Rent payable for the immediately preceding twelve (12) month period.

C. Additional Sublease Compensation: It is understood and agreed that Lessee, in addition to, or in lieu of its own use of the leased premises, may sublease the leased premises to other persons or entities with prior written approval of the Lessor. With respect thereto, Lessee shall pay, as additional rent, two percent (2%) of the sub-lessee's rental payment to Lessor.

D. Delinquency: The payments set forth in paragraph A of this paragraph shall be kept current. Interest shall be charged on any payment overdue five (5) to thirty (30) days at the rate of one and one-half percent (1.5%) per month prorated for the number of days late. The rate for payments overdue more than thirty (30) days shall be two percent (2%) per month prorated for the number of days over thirty days. Lessor shall also be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

E. Gross Receipts:

(i) The purpose of the Gross Receipts Surcharge is to provide revenue for public purposes by leveraging a fee for the privilege of engaging in commercial business activities on, at or from the Doña Ana County International Jetport. Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below) received from the commercial business activities. Payments, with supporting gross receipts documents, are due to the Doña Ana County Finance Department and Jetport staff on a quarterly basis. Payments not received by the last business day of the month following the completion of each quarter (January, April, July, October) will incur a late fee of $25.00 per month.

(ii) For purpose of the gross receipts surcharge provision, gross receipts means the total amounts the organization received without subtracting any costs or expenses; the only exempted revenue is that from the sale of aviation fuel which is covered by the fuel flowage fee. In an exchange in which money or other consideration received does not represent the value of the property or services exchanged, "gross receipts" means the reasonable value of the property or services exchanged. This fee is authorized to be passed along to customers as a

separate stated fee or included in the stated price.

(iii) If the business owner is a lessee of county property located on the airport, the owner/lessee is eligible for a reduction of monies owed equivalent to a reduction in Base Land Rent of five cents (5¢) per square foot per year, or as governed by the Doña Ana County Codes, Chapter 125, Airport. The business owner will begin paying 2% of the gross receipts of anything earned over the square footage of leased property multiplied by five cents (5¢). For example, if you lease 100,000 square feet, you will begin paying 2% on anything that you earn over [(100,000 x 0.05)/0.02 = $250,000] $250,000. This is equivalent to you receiving a $5,000/year reduction in your base land rent.

(iv) When the sale of property or service is made under any type of charge, conditional or time-sales contract or the leasing of property is made under a leasing contract, the Lessee may elect to treat all receipts, excluding any type of time-price differential, under such contracts as gross receipts as and when the payments are actually received. If the Lessee transfers his interest in any such contract to a third person, then Lessee shall treat the receipts as gross receipts upon the full sale or leasing contract amount, excluding any type of time-price differential.

(v) "Gross Receipts", for the purpose of the business of buying, selling or promoting the purchase, sale or leasing, as an agent or broker, on a commission or fee basis, of any property, service, stock, bond or security, includes the total commissions or fees derived from the business.

(vi) "Gross Receipts", also includes the amounts paid by members of any cooperative association or similar organization for sales or leases of personal property or performance of services by such organization.

F. Place and Manner of Payments: Lessee shall pay by check made payable to "Doña Ana County", in legal tender of the United States, and delivered or mailed to:

Finance Department
ATTN: Accounts Receivable
Doña Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Checks shall be accepted by Lessor subject to collection. Lessee agrees to pay any bank charges for any costs incurred by Lessor on account of returned or dishonored checks. The County shall not accept cash payments. Electronic payments will also be accepted as services become available.

4. IMPROVEMENTS AND CONSTRUCTION OBLIGATIONS:

A. Required Construction: Lessee shall cause to have erected upon the leased premises those improvements as set forth in the plans and specification as shall be subsequently approved by the Lessor at the sole cost and expense of Lessee.

B. FAA Requirements: Before any construction is initiated, the Lessee will comply with all FAA, Environmental, and U.S. Department of Fish and Wildlife Service requirements.

C. Development Plans: Before any construction is initiated, a pre-construction conference shall be held with the Jetport Manager, County Building Services, County Engineer, County Planning Director, and anyone else designated by the Jetport Manager for the purpose of Lessor review and approval of all plans, specifications and a construction timetable. The Jetport Manager shall determine who and what entities need to be present to comply with this provision.

All construction plans, specifications and the timetable shall be reviewed and approved or disapproved by the Jetport Manager, and the Doña Ana County Planning, Building Inspection and Engineering Departments prior to construction.

D. Construction Standards: The improvements to be constructed on the leased premises shall conform to the Development Plan timetable required by the Lessor and shall be accomplished in a good and workmanlike manner, in accordance with the plans and specifications approved by the Lessor; in accordance with County and State Building Codes; pursuant to a Building Permit to be obtained from the Doña Ana County Building Services according to the customary terms and conditions thereof; in accordance with the terms, conditions and requirements of this Lease; and in a manner consistent with State and Federal requirements and subject to the requirements of the County.

E. Hold Harmless, Indemnify and Defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, against liability claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to real property or improvements to real property, caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessee, its agents or any legal entity for whose negligence, acts or omissions any of them may be liable. Incorporated herein, however, are the terms and conditions of Section 56-7-1, NMSA. This Hold Harmless provision is to be read and construed consistent with that statutory section. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

F. Other Construction Contract Requirements: Lessee shall also include in any construction contract, if any is required by subcontractors, such provisions as may be required by Lessor relating to the operations of the Contractor on the Jetport. It is further agreed and understood that all construction contracts and subcontracts for any improvements, replacements, repairs or renewals, constructed hereunder are subject to the standards, resolutions, rules and regulations of County and/or the State of New Mexico, any and all Federal Aviation Administration (FAA) rules and regulations, the Doña Ana County International Jetport Development Guidelines, and the Doña Ana County minimum standards for Commercial Aeronautical Activities at Jetport. Prior to the commencement of any construction, Lessee shall provide Lessor, a copy of all construction subcontracts let in connection with the leased premises.

G. Completion: When the improvements have been completed, Lessee shall deliver to Lessor a certificate of an architect or structural engineer licensed to practice in the State of New Mexico and familiar with the construction of said improvements, certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all Federal, State and County rules, regulations, standards, resolutions, guidelines, laws, ordinances, orders and building codes and certifying that in the engineer's or architect's opinion such improvements have an expected useful life of a duration which is customary for such improvements under similar conditions and circumstances. Lessee shall pay for all reasonable and necessary engineering testing as required by the County Engineer. If required testing indicates that construction is not meeting required specifications or engineering standards, then lessee shall reconstruct such construction. Copies of all testing results shall be provided immediately to the County Engineer.

H. Performance: Lessee shall begin construction no later than three years after execution of this Lease by Lessor and shall complete such construction within 365 days after construction is initiated. Lessee shall conform to the deadlines and the timetable approved by Lessor for building improvements upon the leased premises subject, however, to reasonable delays caused by any act of Lessor or by weather conditions, strikes, lockouts, fire, unusual delays by common carriers, acts of God, or any cause beyond Lessee's control. Extension request shall be made in writing to the Jetport Manager.

I. Ownership and Removal of Improvements: Except as otherwise mutually agreed by the parties, all alterations and improvements made to or placed in the premises by Lessee are and shall remain Lessee's property if such alterations or improvements can be removed without undue damage to the premises and are, in fact, removed by the Lessee prior to the termination of this Agreement or within 60 days after termination. Except as otherwise mutually agreed by the parties, alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become the Lessor's property at the termination of the lease or any extensions thereto

J. Alteration of Construction Plans: The improvements to be constructed on the leased premises may not be structurally changed or altered by Lessee unless the plans and specifications for the structural change or alteration are first approved in writing by the Lessor which approval will not be unreasonably withheld.

5. INSURANCE:

A. General Conditions

Lessee shall obtain and keep in force insurance appropriate to the type of operations for which the hangar is used. If, at any time in the future, lessee or a sub-lessee, engages in Commercial Aeronautical Activity upon or from the leased premises, additional insurance types may be required.

Lessee shall furnish to the Jetport Manager prior to occupancy of the Premises and annually thereafter during the term of this Lease, Certificates of Insurance showing that the insurance requirements of this Lease have been met and that the County is named as an additional insured under the required Commercial General Liability policy (evidence of this should be through an extra signature page with the endorsement).

The County shall have the right from time-to-time to require Lessee to obtain increases in insurance coverage if the County determines that increases are necessary to provide adequate protection to Lessee or the County, but only to the extent that the increased coverage are in amounts that are commonly required by other airports for operations similar to those performed by Lessee.

New Certificates of Insurance shall be submitted to the County whenever changes or revisions occur. Each policy of insurance shall contain the following clause: It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Jetport Manager has received written notice of the cancellation or reduction.

B. Certificate of Insurance

The certificate of insurance shall reflect that:

1. All required insurance is in effect.
2. The Lessor shall be an additional insured on the Lessee's airport owners and operator's liability policy with respect to activities under this Lease.
3. The airport owners and operator's liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The airport owners and operator's liability insurance of the Lessee shall be primary insurance and any insurance or self-insurance of the Lessor shall be excess and not contributory insurance.
5. If for any reason, any material change occurs in the coverage during the course of the Lease, such change will not become effective until 30 days after the Lessor has received written notice of such change.

C. Types of Insurance Required

Lessee shall obtain insurance of the types described below from an insurer with an A. M. Bests rating of not less than A-VII:

1. <u>Airport Owners and Operator Insurance</u> shall cover liability arising from:
   (a) Products and completed operations, which includes refueling activities
   (b) Premises operations
   (c) Contractual liability
   (d) Unlicensed service vehicles
2. <u>Automobile Liability Insurance</u> covering all owned, non-owned, hired and leased service vehicles used at the Jetport, if not covered by the Jetport Owners and Operator's Insurance.
3. <u>Property Insurance or Course of Construction Insurance</u> written on an all risk basis for the full replacement cost, protecting the interests of the Lessee or any sub-lessee and including coverage for debris removal.
4. <u>Environmental Impairment Liability Insurance</u> for any fuel storage for private use including coverage for piping or dispensing of fuel.

D. Limits Required

Lessee shall maintain the following insurance limits:

1. <u>Airport Owners and Operator Insurance</u> shall be written with limits no less than \$2,000,000 each occurrence, a \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.
2. <u>Automobile Liability Insurance</u> with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.
3. <u>Property Insurance or Course of Construction Insurance</u> for the full insurable value or completed value of the Lessee occupied premises and

provided on a replacement cost basis.

6. USE RESTRICTIONS:

A. Permitted Uses: The leased premises are located within that portion of the Jetport designated and reserved for general aviation. Only uses consistent with that designation and reservation and with the Jetport Master Plan and Jetport Layout Plan, and FAA Policy Statement on Non-Aeronautical Use of Airport Hangars, shall be permitted on the leased premises. The leased premises and/or improvements thereon shall be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA office of Airports:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, *e.g.,* towbars, glider tow equipment, workbenches and tools and materials use in the servicing, maintenance, repair or outfitting of aircraft.

B. Prohibited Uses: All uses, except those uses specifically listed in Paragraph 6.A. above, are prohibited without the written approval of the Jetport Manager. Prior to commencing any Commercial Aeronautical Activity, Lessee shall obtain County approval in accordance with Doña Ana County Codes, Chapter 125, Airport.

C. No Implied Uses: Lessee shall acquire no right to utilize the leased premises or the improvements thereon other than as specifically allowed under this Lease, as may be amended.

7. MAINTENANCE OBLIGATIONS:

A. Lessee, at its own expense, shall keep the leased premises and improvements, including water, septic tanks, sewer and waste water drain lines, barrier fences, auto/pedestrian access ways, trench drains and utilities, upon and within the leased premises in good repair and maintenance, and in a safe, sanitary, orderly and sightly condition. Such leased premises and improvements shall be at all times maintained in compliance with all Federal, State and County rules, regulations, orders, building codes, ordinances and laws, as may be adopted, amended or modified from time to time. Lessee shall maintain the security of the leased premises and/or improvements. Lessee is required to maintain all asphalt installed during the project utilizing crack filling and asphalt seal coat at no less than the 10-year anniversary and prior to any extension authorizations. Additional investment will be necessary for lease extensions. Investments may include asphalt refurbishment, painting, energy efficient appliances, etc. Investments must be approved by the Jetport Manager.

B. Lessee shall be responsible for removal of all wastes from the leased premises at Lessee's expense. Lessee shall not permit rubbish, debris, waste materials or anything obnoxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased premises and/or improvements or to be disposed of improperly. The Lessee shall not permit any wastes, liquids, or other material to become a part of the effluent to any sewage plant or septic tank system which would cause

malfunction of any septic tank, plant equipment or other septic tank system or impede the normal chemical and biological workings of any plant or septic tank process system. Lessee shall also be responsible for control of animals and rodent, insect and bird elimination upon the leased premises.

8. SIGNS: Lessee shall not erect, paint or maintain any sign(s) and/or advertising display(s) whatsoever, upon the leased premises without first securing the written consent of the Jetport Manager. Signs must be in compliance with the Lessor's sign ordinance.

9. TAXES, LICENSES AND LIENS:

A. Lessee covenants and agrees to promptly pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against leased premises including personal property taxes on improvements to the leased premises and any and all utility and/or infrastructure improvement assessments applicable either to the leased premises or a pro rata share (based on Lessee's percentage share of the total rentable land within the Jetport) of such Jetport assessments. Such improvements must benefit all tenants at the Jetport and must be approved by the County, after notice to Lessee and other tenants, pursuant to applicable rules, regulations and statutes. Lessee further covenants and agrees to take out and keep current all licenses (County, State and Federal) required for the conduct of its business at and upon the Jetport, and further agrees not to permit any of said taxes, excises or license fees to become delinquent.

B. Liens: Lessee also covenants and agrees not to permit any mechanic's or materialman's lien(s) or other lien(s) to be foreclosed upon the leased premises and/or Lessee's improvements thereon, and/or any part of the Jetport thereof, by reason of any work or labor performed, or materials furnished by any mechanic, materialman or the like, if there is any authority allowed by state law to foreclose such liens against Lessor property including, but not limited to, the leased premises and/or the Jetport. Lessee further covenants and agrees to pay promptly when due, all bills, debts, and obligations incurred by it in connection with its operations on the leased premises, and not to permit the same to become delinquent and to protect the Lessor from, and to suffer no lien, mortgage, judgment or execution to be filed against the leased premises and/or Lessee's improvements thereon and/or any part of the Jetport thereof, if there is any authority allowed by state law to file such against Lessor property including, but not limited to, the leased premises and/or the Jetport. The Lessor does not grant consent for and/or does not waive sovereign immunity from any and all such lien(s), mortgage(s), judgment(s), foreclosure(s), suit(s), and/or execution(s) against the Lessor and/or Lessor property, including but not limited to, the leased premises and/or the Jetport.

10. INDEPENDENT CONTRACTOR: Nothing in this Lease Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish Lessee as an agent, representative or employee of the County for any purpose or any manner whatsoever. Lessee and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. The Lessee, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

11. SOVEREIGN IMMUNITY: By entering into this Lease Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

12. PUBLIC EMPLOYEES: As used in this Lease, "public employees" as defined in the New Mexico Tort Claims Act, means any officer(s), employee(s), servant(s) of the Lessor, including elected or appointed officials, law enforcement officers and persons acting on behalf or in service of the Lessor in any official capacity, whether with or without compensation and also including the appointed officials of the Doña Ana County International Jetport Advisory Board or County Commission but the term does not include an independent contractor(s).

13. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Lease or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

14. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

15. INCONVENIENCE DURING CONSTRUCTION AND RELOCATION:

A. Jetport Expansion and Construction: Lessee recognizes that from time to time during the term of this Lease it will be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Jetport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee in its operation at the Jetport. The Lessor reserves the right to further develop or improve the Jetport as it sees fit, and without unreasonable interference or hindrance from Lessee.

B. Relocation: If the physical development of the Jetport requires the relocation, removal or alteration of Lessee's facilities, the Lessor agrees to provide on a timely basis a comparable location without any unreasonable interruption to the Lessee's activities. The Lessor agrees to timely relocate all facilities, improvements and buildings from within the leased premises to the comparable premises at no cost to the Lessee. If such relocation of facilities is impractical, Lessor shall construct comparable facilities on such new location. In the alternative, Lessor shall have the option to terminate the lease if the cost to construct comparable facilities is deemed excessive by the Lessor. Lessee agrees that Lessor shall not be liable for claims or damages by reason of such inconvenience or interruption.

16. PROHIBITION AGAINST LEASEHOLD PLEDGE AND ASSIGNMENT:

A. General Assignments Prohibited: Lessee shall not assign nor delegate Lessee rights and obligations, any interest in this contract, or transfer any interest or assign any claims for money due or to become due under this lease without the written consent of the Lessor.

B. Mortgages and Construction Financing: Unless the Lessor previously consents in writing, which consent will not be unreasonably withheld or delayed, Lessee shall not pledge, mortgage, alienate, hypothecate, or otherwise encumber the Lease or any interest therein or grant or give any other security interest in the leased premises, voluntarily or by operation of law, except if the Lessor agrees to the construction of improvements on the leasehold by Lessee, the Lessor, upon request by the Lessee, shall permit Lessee to encumber the leasehold interest granted by the Lease for the purpose of financing such improvements, in a manner acceptable to the Lessor, but only on the leased premises on which said improvements are to be constructed; in which case, the Lessor agrees that this Lease shall be subordinate to the construction and permanent financing of such improvements. Provided, however, that in the event of a foreclosure of any mortgage or other security document granted by Lessee concerning all or any part of the leased premises created by this Lease, the foreclosing party following such foreclosure shall have no greater rights with respect to the leased premises than are granted to Lessee under this Lease and all other operations, if any, conducted by the secured foreclosing party shall be consistent with the terms, conditions, covenants and agreements of this Lease. Any mortgage or security document given by Lessee shall provide that all notices of default required to be given to Lessee by the holder hereof shall also be given to the Lessor. Should Lessor later agree to amend this Lease to permit an assignment of this Lease, as a condition to the Lessor's consent to the Lessee to assign this Lease, Lessor shall have the right to increase the Base Land Rents, compensation and other fees.

17. SUBLEASES: If Lessee desires to sublease any portion of its hangar space to another entity, Lessee shall:

A. Obtain written approval, which approval shall not be unreasonably withheld by Lessor, from the Lessor for the intended sublease activity and the form of the sublease agreement shall also be approved by the Lessor prior to the execution of such sublease.

B. Ensure that Subleases contain all the terms and conditions of this Lease as a minimum, but shall prohibit further subleases. Subleases shall be subordinate to and subject to this Lease.

C. Not be relieved of and from its duties, liabilities and obligations under this Lease for the entire premises including the sublease part.

18. CANCELLATION AND TERMINATION: The Lessor may cancel and terminate this Lease, and may repossess the leased premises, with or without process of law and without liability for including, but not limited to, any of the following circumstances:

A. In the event any installment of land rental, compensation, fees and/or other payment provided for herein is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Lessee at the address of lessee provided below, of its intention to so terminate, at the end of which time all the rights of Lessee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall

have been paid within such ten (10) days; provided, however, Lessee will be allowed only two (2) such notices within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Lessee without any right on the part of Lessee to cure such default after receiving such notice.

B. In the event of any other default of Lessee as to the term(s), condition(s), agreement(s) and/or covenant(s) of this Lease, upon giving thirty (30) days written notice to Lessee to cure the default or suffer termination, at the end of which time all rights of Lessee hereunder shall be terminated unless the default specified in such notice shall have been cured within said thirty (30) days, or unless Lessee shall take diligent steps, as determined by the Lessor, to cure such default during said period.

C. In the event Lessee shall engage in any activity or practice which hinders or interferes with the proper use and operation of the Jetport, then the Lessor may order Lessee to forthwith cease and desist from such activity or practice and should Lessee fail or refuse to comply with any such order, the Lessor may, at its option, cancel and terminate this Lease.

D. Upon occurrence of any of the following events, Lessor may terminate the Lease by giving thirty (30) days written notice to Lessee of its intention to terminate the Contract.

(1) If the Lessee shall apply for or consent to, in writing on behalf of Lessee by any of its agents or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of Lessee or of all or a substantial part of its assets;

(2) If the Lessee shall file a voluntary petition in bankruptcy, or admit in writing its inability to pay debts as they come due;

(3) If the Lessee shall make a general assignment for the benefit of creditors;

(4) If the Lessee shall file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law;

(5) If the Lessee shall file an answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, or insolvency proceedings; or if during the term of this Lease, an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Lessee bankrupt or approving a petition seeking reorganization of Lessee or appointing a receiver, trustee, or liquidator to marshal all or a substantial part of its assets, and such order, judgment or decree shall continue without stay and in effect for any period of ninety (90) consecutive days;

(6) If the Lessee shall have its estate herein divested by other operation of law;

(7) If the Lessee shall abandon its use of the premises or operations or conduct of business on the leased premises for sixty (60) days;

(8) If after the occurrence of damage or destruction, partial or total, to the improvements on the leased premises by fire, the elements or other casualty to such an extent that the Lessee is incapable of repairing and/or replacing such improvements within eight (8) months.

19. OBLIGATIONS AND RIGHTS FOLLOWING CANCELLATION AND TERMINATION OR EXPIRATION:

A. Except as otherwise provided herein, in the event of cancellation and/or termination of this Lease by the Lessor, other than for the normal or usual expiration of the term

or any renewal, or any other termination, the Lessor shall have no further obligations hereunder. Lessee shall remain liable to Lessor for all damages, rentals, compensation and other fees accrued to the date of termination and for all damages, rentals, compensation and other fees accrued during any period of holding over if the lease is terminated for any of the above reasons by Lessor.

B. Continuing Hold Harmless and Indemnity Obligations: Any and all of the Lessee's agreements to hold harmless, indemnify and defend to the Lessor and/or its "public employees" as defined in the New Mexico Tort Claims Act, shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other termination of this Lease for any reason and shall survive the cancellation, expiration of the term or any renewal or any other termination of this Lease.

C. Right to Premises: Upon the expiration of the term or any renewal, cancellation or any other termination of this Lease, the Lessee's rights to the leased premises, facilities, other rights, licensed services and privileges granted in this Lease shall immediately cease.

20. RIGHTS AND REMEDIES CUMULATIVE: Lessor shall have all rights and remedies specified herein, as well as any and all rights and remedies available to Lessor either under the common law or the laws of the State of New Mexico. The rights and remedies of the Lessor under this Lease are cumulative and are not intended to be, and shall not be, exclusive of one another. The Lessor shall have all rights and remedies provided herein (including the right to exercise any landlord's or similar lien upon property of Lessee located on or used in connection with the leased premises), and all such rights and remedies may be exercised by the Lessor. Neither the delay nor the omission to exercise any right or power nor the exercise of any right or power accruing to the Lessor shall impair any such right or power, or shall be construed to be a waiver thereof, or relieve the Lessee of any of its responsibilities or obligations under this Lease or from any liability resulting therefrom, or in any way amend, modify, alter, limit or otherwise affect the rights of the parties hereunder.

21. SURRENDER OF LEASED PREMISES AND HOLDING OVER:

A. On expiration of the term or any renewal hereof, cancellation of this Lease as herein provided or on any other termination, the Lessee shall immediately peacefully surrender and vacate the leased premises. Subject to Paragraph 4.I, supra, Lessee shall remove all alterations and improvements and restore the leased premises to its original condition, minus usual and customary wear and tear, as the same appeared at the commencement of the Lease.

B. Notwithstanding the foregoing, the Lessor reserves the option to purchase any or all of such alterations and improvements, but not including alterations and improvements that may not be removed without material damage to the leased premises, for a sum equal to the fair market value of such improvements as determined by a qualified real estate appraiser jointly appointed by the Lessor and the Lessee. Should the Lessor and the Lessee be unable to agree on the selection of an appraiser, the Lessor's appraiser and the Lessee's appraiser will appoint a third party to determine the fair market value of the improvements. Any leasehold improvements that may not be removed without material damage to the leased premises shall not be removed by the

Lessee at any time, but shall become the property of the Lessor upon the expiration of the term or any renewal, cancellation or any other termination.

C. Lessor shall have the right on such expiration of the term or any renewal, cancellation or any other termination to enter upon and take possession of said leased premises, with or without process of law, without liability for including, but not limited to, trespass.

D. Lessor may permit, in writing prior to the expiration of the terms of the lease, Lessee to hold over the use of or continue to occupy said lease premises after the expiration of the term or any renewal for an agreed period not to exceed six (6) months. Should Lessee continue to occupy said leased premises after the expiration of the term or any renewal, of this Lease, such holding over shall be deemed merely a tenancy upon the same conditions as provided in this Lease but at a rental rate, compensation and other fees as determined by the Lessor. Any rent would be equal to or higher than the rent at the expiration of the term (i.e., base land rent plus any escalations over time). This provision is intended to limit any possible period of hold over to six (6) months and is not intended as an additional six-month term on the Lease or to otherwise modify either party's right under a tenancy, including the Lessor's right to fully terminate the Lease and Lessee's right of possession upon thirty (30) days written notice from Lessor to Lessee during any hold over period.

E. If Lessee fails to remove the leasehold improvements within sixty (60) days following the date of expiration of the term or any renewal, cancellation or any other termination, then title to the leasehold improvements shall vest in the Lessor.

F. No holding over by Lessee after expiration of the term or any renewal, cancellation or any other termination of this Lease, whether with or without the consent of the Lessor, shall operate to extend or renew this Lease.

G. Should the contract be terminated for cause or breach of the terms of the contract the Lessee forfeits the right to remove improvements and the improvements immediately become the property of the Lessor. Any expenses accrued by the Lessor in executing this provision or litigation expenses or similar fees shall be paid by the Lessee.

22. WAIVER: Any waiver by the County of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. LITIGATION EXPENSES: In any action brought by either party for the interpretation of this Lease or the enforcement of the obligation(s), duty(ies) and/or liability(ies) of the Lessee or Lessor, the Lessor shall be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

24. NOTICES: All notices and/or correspondence between the parties to this Contract shall be hand delivered or sent by certified mail with return receipt requested jointly to:

Doña Ana County Manager Doña Ana County Jetport Manager 845 N Motel Blvd. Las Cruces, NM 88007	Attn: (Lessee) xxxxx

The effective date of service of any such notice shall be the date such notice is hand delivered or mailed to Lessee or the Lessor. Either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. If Lessee changes address, Lessee shall give written notice to Lessor within thirty (30) days thereof.

25. JETPORT RULES AND REGULATIONS: In addition to all other provisions of this Lease, Lessee shall comply with the Doña Ana County Code, Chapter 125 Airport, if Lessee or any sub-lessee shall be engaged in any Commercial Activities on the leasehold, the County Code, and any rules, regulations, standards, advisory circulars and/or resolutions as may be adopted or issued by the County, State of New Mexico and/or the Federal Aviation Administration, and all amendments thereto which from time to time may be adopted hereafter. Such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions are incorporated by reference as if they were fully set forth in this Lease. Failure to fully comply with such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions shall constitute a material breach of this Lease and serve as adequate grounds for termination.

26. LESSEE'S RECORDS:

A. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall keep and maintain at the Jetport, or at such other place as may be approved in writing by the Lessor, true and accurate books and records of its operations under the terms of this Lease, in a form satisfactory to the Lessor. Such books and records as well as certified financial statements, reports of any external audits prepared for Lessee and its income tax return shall be made available to the County Jetport Manager, other County staff designated by the Jetport Manager, representatives or contractors of the State Auditor, at the Jetport, for inspection and copying at any time without advance notice to Lessee during normal business hours during the term of this Lease and for two years thereafter.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall, annually, during the term hereof, and any renewal term, submit to the Jetport Manager a statement, prepared in accordance with a system of accounting satisfactory to the Lessor showing the gross receipts of the Lessee and sub-lessee (s), if any, on, in and from the leased premises at the Jetport, for the preceding twelve (12) months, which statement shall be subscribed and sworn to as correct by Lessee or one of its officers.   Such statement shall show such reasonable detail and breakdowns as may be required by the Lessor.

C. If Lessee or any sub-lessee engages in any commercial operations on the premises, Lessee shall provide a monthly audit report to the Lessor for all fuel purchases and deliveries made by and/or to the Lessee for sale or use at the Jetport.

27. FEDERAL MANDATED LEASE PROVISIONS:

A. In addition to the leased premises specifically designated for its exclusive use, this Lease grants Lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized in accordance with the aviation and air navigation rules and regulations promulgated by the laws of the United States of America and the State of New Mexico, and all pertinent Codes, directives, ordinances, rules and regulations of Doña Ana County.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, or national origin.

C. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve, on a fair and equal basis, all users thereof and it shall charge fair and reasonable prices to all users for each unit of service; provided, that Lessee may be allowed to make reasonable discounts, rebates or other similar type of price reductions to volume purchasers.

D. (1) If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious affiliation, sex, race, creed, color, or national origin; and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Lessee understands and acknowledges that the Lessor has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances and respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Lessor, for certain Jetport programs and activities. Lessor is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Lessor operates or has the right to operate any facility on the Jetport providing services to the public, the following covenant, to which Lessee agrees:

> "Lessee, in its operation at and use of the Doña Ana County International Jetport, covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21. In the event of such discrimination, Lessee agrees that Lessor has the right to take such action against Lessee as the Government may direct to enforce this covenant."

(2) The Lessee does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(3) The Lessee does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

E. It is clearly understood by the Lessee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Jetport from performing any services on its own aircraft with its own regular employees or hired contractors (including, but not limited to, maintenance and repair) that it may choose to perform, provided, however, that such services shall be subject to the rules and regulations established by the Lessor and shall be consistent with the terms of any lease or sublease of hangar space.

F. (1) Lessor reserves the right (but shall not be obligated to the Lessee) to maintain and keep in repair the landing area of the Jetport and all publicly-owned facilities of the Jetport together with the right to direct and control all activities of the Lessee in this regard. If the County fails to maintain and keep in repair the landing area and/or the publicly-owned facilities of the Jetport and diminishes lessee's use, rights and/or operations on the leased premises, Lessee shall have the right to terminate the Lease upon reasonable notice to the Lessor.

(2) Lessor reserves the right (but shall not be obligated to the Lessee) to establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Jetport as may be necessary for the safe and efficient operation of the Jetport and/or to prohibit or limit any given type, kind, or class of aeronautical use of the Jetport if such action is necessary for the safe operation of the Jetport or necessary to service the civil aviation needs of the public.

G. The Lessor reserves the right to take any action it considers appropriate to protect the aerial approaches of the Jetport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jetport which, in the opinion of the Lessor, would limit the usefulness of the Jetport or constitute a hazard to aircraft.

H. (1) This Lease shall be subordinate to and subject to the provisions of any agreement between the Lessor and the United States, relative to the operation or maintenance of the Jetport. This subordination includes, but is not limited to, the right of the Lessor, during time of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with Lessee shall be suspended. This Lease shall also be subordinate to and subject to the provisions of any agreement between the Lessor and the State of New Mexico relative to the operation or maintenance of the Jetport.

(2) This Lease shall also be subordinate to and subject to the covenants and conditions of the Patent No. 30-82-0048 from the United State of America to the Lessor for the land for the Jetport. If the United States exercises its right of entry and possession of title under Patent No. 30-82-0048 or if the property under Patent No. 30-82-0048 automatically reverts to the United States, then this Lease shall terminate immediately.

I. For any commercial operations conducted on the premises, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Sub-part E, to

ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Sub-part E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. LESSEE'S COMMERCIAL OPERATIONS:

A. As governed by Doña Ana County Codes, Chapter 125, Airport; Lessee shall maintain at its own expense all necessary permits and license required in the conduct of its business, if any, at Jetport.

B. Lessee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Lessee.

C. Lessee, its officers, employees, agents and servants shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of New Mexico, the Doña Ana County Board of County Commissioners which may be applicable to its operations at the Jetport, and shall make no unlawful or offensive use of the leased premises.

D. Lessee shall bear all costs of its operation at the Jetport and/or of its use and occupancy of the leased premises and improvements and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business and/or with the use and occupancy of the leased premises and improvements, including, but not limited to, insurance and taxes.

E. If a Commercial Activity is conducted on the premises, Lessee shall provide the Jetport Manager with a schedule of the hours of operation that Lessee will be open to the public and the names and telephone numbers of Lessee's officials who shall be available at all hours of Lessee's operations at the Jetport to perform required management functions.

F. Lessee shall conform to all applicable safety, health, and sanitary codes and agrees to cooperate with the Lessor in its fire prevention efforts.

G. The Lessor or the Jetport Manager may enter upon the leased premises and/or improvements to the lessee at any reasonable time, with reasonable notice, and for any purpose necessary, incidental to or connected with the performance of the Lessee's obligations under this Lease or in the exercise of their function as County and/or Manager.

29. PERFORMANCE SURETY: If any commercial use of the premises is instituted, Lessee shall furnish a payment guarantee in the form of a performance Bond, Cashier's Check, Certified Check, Money Order, or an irrevocable Letter of Credit from a bank in an amount equal to its anticipated obligations under this Lease for a six-month period as security for the full and faithful performance and observance by Lessee of the terms, covenants, agreements and conditions of this Lease. Such security shall be provided to the Jetport Manager within thirty (30) days of the effective date of this Lease.

30. EASEMENTS:

A. The Lessor may at any time locate, in whole or in part, any easement(s) for taxiway, auto/pedestrian access way, waste water drain-line, utility and/or barrier fence on the leased premises; provided however, that such location does not diminish or permanently

interrupt such rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the lease upon reasonable notice to Lessor. During alteration work, Lessor may suspend work on such easements and restore the leased premises to a condition similar to the condition which existed prior to alterations by the Lessor. After completion of alterations, Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor. Lessee agrees to take no action that will interfere with the designated purpose of the easement.

B. Lessor possesses a perpetual easement and right-of-way for the construction, maintenance, removal and replacement of taxiway, auto/pedestrian access way, waste water drain-lines, utility lines, manholes, barrier fence, and related facilities of such size and capacity as is necessary or required for the development of the Jetport, through, over, across and under the utility easement, waste water drain-line easement, and/or barrier fence easement.

C. Except as specified above, Lessee shall have full and complete use of the surface of the leased premises encumbered by easements.

D. The Lessor may at any time and from time to time relocate, in whole or in part, any easements provided that such relocation does not diminish or permanently interrupt the rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the Lease upon reasonable notice to Lessor. The Lessor may temporarily interrupt such rights and/or operations with respect to such easement(s) during the period of relocation of easement, and the Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor.

31. EMINENT DOMAIN:

A. In the event that all or substantially all of the leased premises or any material portion of the Jetport premises or facilities outside the leased premises which Lessee is entitled to use pursuant to this Lease shall be appropriated or taken under the power of eminent domain, or by purchase in lieu thereof, at any time during the lease term so as to substantially interfere with Lessee's operations as determined by Lessee in its sole discretion, this Lease may be terminated by Lessee as of the date that title to the property taken vests in such condemning authority. In the event of a condemnation of all or a portion of the leased premises, Lessee shall be entitled to the monetary award attributable to the condemnation or purchase of the Lease from the condemning authority.

B. In all instances of an appropriation or taking of a portion of the leased premises under the power of eminent domain, or purchase in lieu thereof, when Lessee elects not to terminate this Lease and Agreement, Lessee shall restore as promptly as practicable and to the extent permitted by application of the proceeds paid by the condemning authority pursuant to any exercise of such power of eminent domain the remaining portion of the leased premises to a condition which will permit Lessee to substantially carry on its operations. Any condemnation proceeds not required for the purposes of restoration shall belong to Lessee. In the event Lessee elects not to terminate this Lease, effective as of the date of such taking, the total square footage of the leased premises shall be reduced by the amount taken by eminent domain.

32. FUEL IN HANGARS PROHIBITED: Lessee, its officers, servants, representatives, employees, agents, sub-lessee, contractors, subcontractors, invitees, customers, patrons,

successors, assigns, and/or suppliers, as well as all other persons doing business with lessee, shall not fuel aircraft in any hangar.

33. FUEL STORAGE: If Lessee stores, sells or supplies fuel, Lessee shall install above ground storage tanks in accordance with all Federal, State and County laws, rules, regulations, ordinances and building codes regulating such fuel storage. Such tanks shall be constructed in a specified fuel farm area designated in the FAA approved Jetport Layout Plan and as governed by Doña Ana County Codes, Chapter 125, Airport, Article IV, Fuel Policy.

34. CHARGES: Nothing in this Lease shall be deemed to relieve the Lessee and/or any and all of its officers, employees, representatives, agents, servants, invitees, patrons, customers, contractors, sublessee, subcontractors, successors, assigns and/or suppliers, as well as all other persons doing business with the Lessee, from any and all Jetport use or activity charges as are or may be levied generally by the Lessor directly upon the operation of aircraft.

35. UTILITIES:

A. Lessee shall obtain and install underground at its own expense any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations, and/or building codes of the State of New Mexico and the Lessor. Lessee shall pay the expense of connecting to existing utility lines and maintaining all utility facilities within the leased premises, and pay all charges for consuming such services. In the event it shall become necessary to make utility changes upon the leased premises or within any improvement covered by this Lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at its expense as directed and required by the utility company, County or the New Mexico Construction Industries Division.

B. Hold Harmless, Indemnify and defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, from any and all costs, expenses and/or charges for utility services furnished to the Lessee, necessary or required in the operation and maintenance of the leased premises, caused by or resulting from the sole or concurrent negligence of the Lessee, its agent or Lessee′s employees or any independent contractor who is directly responsible to the Lessee or from any accident which occurs in operations carried on at the direction or under the supervision of the Lessee or representative of the Lessee. This provision shall not affect the validity of any insurance contract or any benefit conferred by the Workmen′s Compensation Act. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

36. RESERVATION OF RIGHT:

A. After the Lessor fulfills its assurances to the United States and the State of New Mexico under the respective grant agreements or if the Lessor is released from such assurances, the Lessor reserves the right to terminate all aviation activities at the Jetport and to close the Jetport because of insufficient funds, operation of law and/or any other reason whatsoever. The Lessor's right to do such shall be final. If such right is exercised by the Lessor, then this Lease shall terminate immediately. The Lessor's decision as to whether or not sufficient funds are available shall be accepted by Lessee and shall be final.

B. The assurances of the Lessor to the United States and the State of New Mexico under the respective grant agreements are not obligations of the Lessor to Lessee and shall not be construed as such.

37. GOVERNING LAW: This Lease Contract shall be construed in agreement with the Laws of the State of New Mexico. The Lessee shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the County.

38. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

39. REPRESENTATION: Lessee has inspected the leased premises and is aware of the condition of the leased premises and improvements thereon, if any, and no representations as to leased premises or its conditions have been made to Lessee by Lessor except for those contained herein, if any. Lessee assumes all the risks incident to the use of the leased premises. Lessee accepts the leased premises in its present condition. Lessor and its "public employees" as defined in the new Mexico Tort Claims Act, shall not be liable to and shall be held harmless by the Lessee for any and all death(s), injury(ies) to person(s), damage(s) to property(ies) and/or damage(s) and/or liability(ies) of any other nature whatsoever resulting from hidden, latent or other dangerous condition(s) on the leased premises and/or the Jetport, for which sovereign immunity has been waived or alleged to be waived under state law and/or for which an action(s) is allowable or alleged to be allowable under federal law.

40. MERGER OF PRIOR AGREEMENTS: This Lease Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

41. AMENDMENTS: This contract shall not be altered, changed or amended except by written instrument signed by both parties and where required, approved by the New Mexico State Board of Finance.

42. SEVERABILITY: If any clause or provision of the Lease Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is voidable and no damages shall accrue to either party.

43. PROCUREMENT CODE: Both parties are bound by the terms of the Procurement Code, Sections 13-1-25 through 13-1-199, NMSA 1978 as amended. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

44. SUFFICIENT APPROPRIATIONS: The terms of this Contract are contingent upon

sufficient appropriations and authorization being made therefor by the governing board of the Lessor for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement will terminate immediately upon written notice being given to the Lessee. The decision of the Lessor as to whether sufficient appropriations are available shall be accepted by the Lessee and shall be final.

45. CONFLICT OF INTEREST: The Lessee warrants that he presently has no interest, and shall not, during the term of this Contract, acquire any interest which has the potential to conflict with performance under this contract. In the event such a conflict arises, the County shall be notified and appropriate corrective action taken. The Lessee's failure to inform the County of such conflict constitutes default and shall be grounds for immediate termination of contract by the County.

46. BINDING EFFECT OF AGREEMENT: Lessor and Lessee agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon their heirs, executors, personal representatives, administrator, assigns, successors, and transferees of Lesssee, and the death of __________ shall not terminate the lease.

47. DUPLICATE ORIGINALS: This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

48. APPROVAL OF CONTRACT/EFFECTIVE DATE: This Lease is contingent upon approval by the New Mexico State Board of Finance and shall become effective upon the date of such approval.

Lessee: XXXXX

____

XXXX XXXX

Lessor: Doña Ana County, New Mexico

By: _______________________________
XXXXXXXX, County Manager

Approved on ______________________________, 2025
by New Mexico Department of Finance & Administration
State Board of Finance

By: _______________________________

____
(Print or Type Name)

____
(Title)

CONTRACT DAC 2025-____

LEASE CONTRACT BETWEEN DOÑA ANA COUNTY AND RPSEP, LLC FOR LEASE OF JETPORT SPACE AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT, SANTA TERESA, NEW MEXICO

This Lease, made and entered into by and between the Board of County Commissioners of Doña Ana County, New Mexico, hereinafter referred to as the "Lessor," and RPSEP, LLC their heirs or successors, hereinafter called the "Lessee." This Lease supersedes all prior agreements and negotiations between the parties.

W I T N E S S E T H:

WHEREAS, Lessee desires to erect a hangar and support buildings upon a site designated as Lot (T-14D) (Airport Layout Plan) at the Doña Ana International Jetport, (hereinafter called the "Jetport") which is owned by the Lessor, and

WHEREAS, Lessee shall submit to the Lessor those items set forth in the Doña Ana County Code, Chapter 125, Article III paragraph 125-27 B. Development Guidelines as applicable, for Lessor approval, and

WHEREAS, Lessee and the Lessor desire to enter into this Lease relating to the occupying of a facility to be constructed upon the hereinafter described Lot.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements herein contained and other good and valuable consideration, the mutual sufficiency of which is hereby confessed and acknowledged, the parties agree as follows:

1. LEASED PREMISES: The Lessor leases to Lessee, the area of land referred to herein as Lot T-14D, hereinafter referred to as "leased premises," at the Doña Ana County International Jetport, Santa Teresa, New Mexico, which is depicted and described upon Exhibit "A" attached hereto and made a part hereof. The area of land Lot T-14D (Airport Layout Plan) to be leased is described in Exhibit A attached and contains approximately four thousand nine hundred and twenty (4,920) square feet.

2. PERIOD OF CONTRACT: The premises is hereby leased for a period of twenty five (25) years commencing from the date of approval by the New Mexico State Board of Finance. The term of the Lease may be extended once for an additional ten (10) year term upon the same terms and conditions at the discretion of the Lessor, provided that:

(i) Lessee notifies Lessor of its intention to renew one (1) year prior to the end of the term of this Lease;

(ii) Lessee, in Lessor's reasonable judgment and discretion, has maintained the leased premises in good workable condition consistent with Lessor's standards, resolutions, rules and regulations, the Doña Ana County Code Chapter 125, Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, and the Doña Ana County International Jetport Development Guidelines as may be revised during the term of this Lease or any renewal terms;

(iii) Lessee asserts that it has continuously operated its facility and at the time of renewal notice is not in receivership or bankruptcy;

(iv) Lessee is not in violation of the Doña Ana County International Jetport Development Guidelines, the Doña Ana County Minimum Standards for Commercial Aeronautical Activities at Doña Ana County International Jetport, or any other Lessor standards, resolutions, rules or regulations then existing or adopted during the term of this Lease or any renewal terms;

(v) Lessee has not been more than 60 days late in making rent payments more than three times during the term of the lease or any renewal terms;

(vi) The Lessee is current in payment of land rentals, compensation and other fees and provided; and

(vii) Lessee is not then in breach of any material term, covenant or condition of this Lease as may be amended or revised, extended or renewed.

3. <u>RENTAL RATE, OTHER FEES AND PAYMENT</u>

A. Base Land Rent and Other Rent: Lessee shall pay the County rent for the leased premises on an annual basis, as follows and governed by Doña Ana County Codes, Chapter 125, Airport:

(i) Commencing on the first day of this Lease is approved by the New Mexico State Board of Finance, Lessee shall pay the Lessor twenty-two cents (22¢) per square foot per year as Base Land Rent based on a current fair market appraisal and the fact that the hangar will be used only for storage and not operated commercially and no gross receipts generated. The Base Land Rent shall be adjusted to the current fair market value at the time of each contract renewal.

(ii) Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization’s gross receipts (as defined below in Section 3E) received from the commercial business activities as governed by the Doña Ana County Codes, Chapter 125, Airport.

(iii) Provided however, that if commercial operations are initiated, the total rent to be paid by Lessee, including Base Land Rent and additional rent calculated pursuant to Section 3A(ii) combined, shall not be less than the Base Land Rent for non-commercial use as set forth in Section 3A(i) and calculated pursuant to Section 3B of the original lease. The amount due therefore shall be the greater of the Base Land Rent calculated as if there were no

commercial aeronautical operations on, at, or from Dona Ana County International Jetport as adjusted pursuant to Section 3B of the original lease, **or** rent calculated pursuant to Sections 3A(i) and (ii) if there are commercial aeronautical operations being conducted on, at, or from the Dona Ana County International Jetport by Lessee.

(iv) In addition to rent set forth in (i) and (ii) above, Lessee shall pay Lessor a fuel flowage fee of six cents (6¢) for each gallon of fuel privately delivered to Lessee at the Jetport, or as governed by Doña Ana County Codes, Chapter 125, Airport. Payment shall be made quarterly on January 1, April 1, July 1, and October 1, of each year during the term of this Lease.

B. Rental Escalation: The negotiated Base Land Rent rate specified in 3.A(i) above, shall be increased annually according to increases in the Consumer Price Index produced by the Bureau of Labor Statistics. On each lease anniversary date, the Lessor shall give written notice to the Lessee of the Base Land Rent to be charged during the ensuing year. The increase shall be based on the All Urban Consumer (CPI-U) for All Items Category, U.S. City Average (or, if said index is no longer published, an appropriate successor index), and shall be for the most recent period available: the percentage increase over the same index for the previous twelve months, but not to exceed 4% of the Base Rent payable for the immediately preceding twelve (12) month period.

C. Additional Sublease Compensation: It is understood and agreed that Lessee, in addition to, or in lieu of its own use of the leased premises, may sublease the leased premises to other persons or entities with prior written approval of the Lessor. With respect thereto, Lessee shall pay, as additional rent, two percent (2%) of the sub-lessee's rental payment to Lessor.

D. Delinquency: The payments set forth in paragraph A of this paragraph shall be kept current. Interest shall be charged on any payment overdue five (5) to thirty (30) days at the rate of one and one-half percent (1.5%) per month prorated for the number of days late. The rate for payments overdue more than thirty (30) days shall be two percent (2%) per month prorated for the number of days over thirty days. Lessor shall also be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

E. Gross Receipts:

(i) The purpose of the Gross Receipts Surcharge is to provide revenue for public purposes by leveraging a fee for the privilege of engaging in commercial business activities on, at or from the Doña Ana County International Jetport. Commencing upon the start of conducting commercial business operations on, at or from the Jetport, the Business Owner shall pay to the airport owner, two percent (2%) of the organization's gross receipts (as defined below) received from the commercial business activities. Payments, with supporting gross receipts documents, are due to the Doña Ana County Finance Department and Jetport staff on a quarterly basis. Payments not received by the last business day of the month following the completion of each quarter (January, April, July, October) will incur a late fee of $25.00 per month.

(ii) For purpose of the gross receipts surcharge provision, gross receipts means the total amounts the organization received without subtracting any costs or expenses; the only exempted revenue is that from the sale of aviation fuel which is covered by the fuel flowage fee. In an exchange in which money or other consideration received does not represent the value of the property or services exchanged, "gross receipts" means the reasonable value of the property or services exchanged. This fee is authorized to be passed along to customers as a

separate stated fee or included in the stated price.

(iii) If the business owner is a lessee of county property located on the airport, the owner/lessee is eligible for a reduction of monies owed equivalent to a reduction in Base Land Rent of five cents (5¢) per square foot per year, or as governed by the Doña Ana County Codes, Chapter 125, Airport. The business owner will begin paying 2% of the gross receipts of anything earned over the square footage of leased property multiplied by five cents (5¢). For example, if you lease 100,000 square feet, you will begin paying 2% on anything that you earn over [(100,000 x 0.05)/0.02 = $250,000] $250,000. This is equivalent to you receiving a $5,000/year reduction in your base land rent.

(iv) When the sale of property or service is made under any type of charge, conditional or time-sales contract or the leasing of property is made under a leasing contract, the Lessee may elect to treat all receipts, excluding any type of time-price differential, under such contracts as gross receipts as and when the payments are actually received. If the Lessee transfers his interest in any such contract to a third person, then Lessee shall treat the receipts as gross receipts upon the full sale or leasing contract amount, excluding any type of time-price differential.

(v) "Gross Receipts", for the purpose of the business of buying, selling or promoting the purchase, sale or leasing, as an agent or broker, on a commission or fee basis, of any property, service, stock, bond or security, includes the total commissions or fees derived from the business.

(vi) "Gross Receipts", also includes the amounts paid by members of any cooperative association or similar organization for sales or leases of personal property or performance of services by such organization.

F. Place and Manner of Payments: Lessee shall pay by check made payable to "Doña Ana County", in legal tender of the United States, and delivered or mailed to:

Finance Department
ATTN: Accounts Receivable
Doña Ana County
845 N. Motel Blvd
Las Cruces, NM 88007

Checks shall be accepted by Lessor subject to collection. Lessee agrees to pay any bank charges for any costs incurred by Lessor on account of returned or dishonored checks. The County shall not accept cash payments. Electronic payments will also be accepted as services become available.

4. IMPROVEMENTS AND CONSTRUCTION OBLIGATIONS:

A. Required Construction: Lessee shall cause to have erected upon the leased premises those improvements as set forth in the plans and specification as shall be subsequently approved by the Lessor at the sole cost and expense of Lessee.

B. FAA Requirements: Before any construction is initiated, the Lessee will comply with all FAA, Environmental, and U.S. Department of Fish and Wildlife Service requirements.

C. Development Plans: Before any construction is initiated, a pre-construction conference shall be held with the Jetport Manager, County Building Services, County Engineer, County Planning Director, and anyone else designated by the Jetport Manager for the purpose of Lessor review and approval of all plans, specifications and a construction timetable. The Jetport Manager shall determine who and what entities need to be present to comply with this provision.

All construction plans, specifications and the timetable shall be reviewed and approved or disapproved by the Jetport Manager, and the Doña Ana County Planning, Building Inspection and Engineering Departments prior to construction.

D. Construction Standards: The improvements to be constructed on the leased premises shall conform to the Development Plan timetable required by the Lessor and shall be accomplished in a good and workmanlike manner, in accordance with the plans and specifications approved by the Lessor; in accordance with County and State Building Codes; pursuant to a Building Permit to be obtained from the Doña Ana County Building Services according to the customary terms and conditions thereof; in accordance with the terms, conditions and requirements of this Lease; and in a manner consistent with State and Federal requirements and subject to the requirements of the County.

E. Hold Harmless, Indemnify and Defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, against liability claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to real property or improvements to real property, caused by or resulting from, in whole or in part, the negligence, act or omission of the Lessee, its agents or any legal entity for whose negligence, acts or omissions any of them may be liable. Incorporated herein, however, are the terms and conditions of Section 56-7-1, NMSA. This Hold Harmless provision is to be read and construed consistent with that statutory section. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

F. Other Construction Contract Requirements: Lessee shall also include in any construction contract, if any is required by subcontractors, such provisions as may be required by Lessor relating to the operations of the Contractor on the Jetport. It is further agreed and understood that all construction contracts and subcontracts for any improvements, replacements, repairs or renewals, constructed hereunder are subject to the standards, resolutions, rules and regulations of County and/or the State of New Mexico, any and all Federal Aviation Administration (FAA) rules and regulations, the Doña Ana County International Jetport Development Guidelines, and the Doña Ana County minimum standards for Commercial Aeronautical Activities at Jetport. Prior to the commencement of any construction, Lessee shall provide Lessor, a copy of all construction subcontracts let in connection with the leased premises.

G. Completion: When the improvements have been completed, Lessee shall deliver to Lessor a certificate of an architect or structural engineer licensed to practice in the State of New Mexico and familiar with the construction of said improvements, certifying that the improvements have been constructed in accordance with the approved plans and specifications and in strict compliance with all Federal, State and County rules, regulations, standards, resolutions, guidelines, laws, ordinances, orders and building codes and certifying that in the engineer's or architect's opinion such improvements have an expected useful life of a duration which is customary for such improvements under similar conditions and circumstances. Lessee shall pay for all reasonable and necessary engineering testing as required by the County Engineer. If required testing indicates that construction is not meeting required specifications or engineering standards, then lessee shall reconstruct such construction. Copies of all testing results shall be provided immediately to the County Engineer.

H. Performance: Lessee shall begin construction no later than three years after execution of this Lease by Lessor and shall complete such construction within 365 days after construction is initiated. Lessee shall conform to the deadlines and the timetable approved by Lessor for building improvements upon the leased premises subject, however, to reasonable delays caused by any act of Lessor or by weather conditions, strikes, lockouts, fire, unusual delays by common carriers, acts of God, or any cause beyond Lessee's control. Extension request shall be made in writing to the Jetport Manager.

I. Ownership and Removal of Improvements: Except as otherwise mutually agreed by the parties, all alterations and improvements made to or placed in the premises by Lessee are and shall remain Lessee's property if such alterations or improvements can be removed without undue damage to the premises and are, in fact, removed by the Lessee prior to the termination of this Agreement or within 60 days after termination. Except as otherwise mutually agreed by the parties, alterations and improvements of a permanent nature which cannot be removed without undue damage to the premises shall become the Lessor's property at the termination of the lease or any extensions thereto

J. Alteration of Construction Plans: The improvements to be constructed on the leased premises may not be structurally changed or altered by Lessee unless the plans and specifications for the structural change or alteration are first approved in writing by the Lessor which approval will not be unreasonably withheld.

5. INSURANCE:

A. General Conditions

Lessee shall obtain and keep in force insurance appropriate to the type of operations for which the hangar is used. If, at any time in the future, lessee or a sub-lessee, engages in Commercial Aeronautical Activity upon or from the leased premises, additional insurance types may be required.

Lessee shall furnish to the Jetport Manager prior to occupancy of the Premises and annually thereafter during the term of this Lease, Certificates of Insurance showing that the insurance requirements of this Lease have been met and that the County is named as an additional insured under the required Commercial General Liability policy (evidence of this should be through an extra signature page with the endorsement).

The County shall have the right from time-to-time to require Lessee to obtain increases in insurance coverage if the County determines that increases are necessary to provide adequate protection to Lessee or the County, but only to the extent that the increased coverage are in amounts that are commonly required by other airports for operations similar to those performed by Lessee.

New Certificates of Insurance shall be submitted to the County whenever changes or revisions occur. Each policy of insurance shall contain the following clause: It is agreed that this policy shall not be cancelled nor the coverage reduced until thirty (30) days after the Jetport Manager has received written notice of the cancellation or reduction.

B. **Certificate of Insurance**

The certificate of insurance shall reflect that:

1. All required insurance is in effect.
2. The Lessor shall be an additional insured on the Lessee's airport owners and operator's liability policy with respect to activities under this Lease.
3. The airport owners and operator's liability insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
4. The airport owners and operator's liability insurance of the Lessee shall be primary insurance and any insurance or self-insurance of the Lessor shall be excess and not contributory insurance.
5. If for any reason, any material change occurs in the coverage during the course of the Lease, such change will not become effective until 30 days after the Lessor has received written notice of such change.

C. **Types of Insurance Required**

Lessee shall obtain insurance of the types described below from an insurer with an A. M. Bests rating of not less than A-VII:

1. <u>Airport Owners and Operator Insurance</u> shall cover liability arising from:
   (a) Products and completed operations, which includes refueling activities
   (b) Premises operations
   (c) Contractual liability
   (d) Unlicensed service vehicles
2. <u>Automobile Liability Insurance</u> covering all owned, non-owned, hired and leased service vehicles used at the Jetport, if not covered by the Jetport Owners and Operator's Insurance.
3. <u>Property Insurance or Course of Construction Insurance</u> written on an all risk basis for the full replacement cost, protecting the interests of the Lessee or any sub-lessee and including coverage for debris removal.
4. <u>Environmental Impairment Liability Insurance</u> for any fuel storage for private use including coverage for piping or dispensing of fuel.

D. **Limits Required**

Lessee shall maintain the following insurance limits:

1. <u>Airport Owners and Operator Insurance</u> shall be written with limits no less than $2,000,000 each occurrence, a $2,000,000 general aggregate and a $2,000,000 products- completed operations aggregate limit.
2. <u>Automobile Liability Insurance</u> with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.
3. <u>Property Insurance or Course of Construction Insurance</u> for the full insurable value or completed value of the Lessee occupied premises and

provided on a replacement cost basis.

6. USE RESTRICTIONS:

A. Permitted Uses: The leased premises are located within that portion of the Jetport designated and reserved for general aviation. Only uses consistent with that designation and reservation and with the Jetport Master Plan and Jetport Layout Plan, and FAA Policy Statement on Non-Aeronautical Use of Airport Hangars, shall be permitted on the leased premises. The leased premises and/or improvements thereon shall be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA office of Airports:

1. Storage of active aircraft.
2. Final assembly of aircraft under construction.
3. Non-commercial construction of amateur-built or kit-built aircraft.
4. Maintenance, repair or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
5. Storage of aircraft handling equipment, *e.g.,* towbars, glider tow equipment, workbenches and tools and materials use in the servicing, maintenance, repair or outfitting of aircraft.

B. Prohibited Uses: All uses, except those uses specifically listed in Paragraph 6.A. above, are prohibited without the written approval of the Jetport Manager. Prior to commencing any Commercial Aeronautical Activity, Lessee shall obtain County approval in accordance with Doña Ana County Codes, Chapter 125, Airport.

C. No Implied Uses: Lessee shall acquire no right to utilize the leased premises or the improvements thereon other than as specifically allowed under this Lease, as may be amended.

7. MAINTENANCE OBLIGATIONS:

A. Lessee, at its own expense, shall keep the leased premises and improvements, including water, septic tanks, sewer and waste water drain lines, barrier fences, auto/pedestrian access ways, trench drains and utilities, upon and within the leased premises in good repair and maintenance, and in a safe, sanitary, orderly and sightly condition. Such leased premises and improvements shall be at all times maintained in compliance with all Federal, State and County rules, regulations, orders, building codes, ordinances and laws, as may be adopted, amended or modified from time to time. Lessee shall maintain the security of the leased premises and/or improvements. Lessee is required to maintain all asphalt installed during the project utilizing crack filling and asphalt seal coat at no less than the 10-year anniversary and prior to any extension authorizations. Additional investment will be necessary for lease extensions. Investments may include asphalt refurbishment, painting, energy efficient appliances, etc. Investments must be approved by the Jetport Manager.

B. Lessee shall be responsible for removal of all wastes from the leased premises at Lessee's expense. Lessee shall not permit rubbish, debris, waste materials or anything obnoxious or detrimental to safety or health or likely to create objectionable odors, a fire hazard, or conducive to deterioration, to remain on any part of the leased premises and/or improvements or to be disposed of improperly. The Lessee shall not permit any wastes, liquids, or other material to become a part of the effluent to any sewage plant or septic tank system which would cause

malfunction of any septic tank, plant equipment or other septic tank system or impede the normal chemical and biological workings of any plant or septic tank process system. Lessee shall also be responsible for control of animals and rodent, insect and bird elimination upon the leased premises.

8. SIGNS: Lessee shall not erect, paint or maintain any sign(s) and/or advertising display(s) whatsoever, upon the leased premises without first securing the written consent of the Jetport Manager. Signs must be in compliance with the Lessor's sign ordinance.

9. TAXES, LICENSES AND LIENS:

A. Lessee covenants and agrees to promptly pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against leased premises including personal property taxes on improvements to the leased premises and any and all utility and/or infrastructure improvement assessments applicable either to the leased premises or a pro rata share (based on Lessee's percentage share of the total rentable land within the Jetport) of such Jetport assessments. Such improvements must benefit all tenants at the Jetport and must be approved by the County, after notice to Lessee and other tenants, pursuant to applicable rules, regulations and statutes. Lessee further covenants and agrees to take out and keep current all licenses (County, State and Federal) required for the conduct of its business at and upon the Jetport, and further agrees not to permit any of said taxes, excises or license fees to become delinquent.

B. Liens: Lessee also covenants and agrees not to permit any mechanic's or materialman's lien(s) or other lien(s) to be foreclosed upon the leased premises and/or Lessee's improvements thereon, and/or any part of the Jetport thereof, by reason of any work or labor performed, or materials furnished by any mechanic, materialman or the like, if there is any authority allowed by state law to foreclose such liens against Lessor property including, but not limited to, the leased premises and/or the Jetport. Lessee further covenants and agrees to pay promptly when due, all bills, debts, and obligations incurred by it in connection with its operations on the leased premises, and not to permit the same to become delinquent and to protect the Lessor from, and to suffer no lien, mortgage, judgment or execution to be filed against the leased premises and/or Lessee's improvements thereon and/or any part of the Jetport thereof, if there is any authority allowed by state law to file such against Lessor property including, but not limited to, the leased premises and/or the Jetport. The Lessor does not grant consent for and/or does not waive sovereign immunity from any and all such lien(s), mortgage(s), judgment(s), foreclosure(s), suit(s), and/or execution(s) against the Lessor and/or Lessor property, including but not limited to, the leased premises and/or the Jetport.

10. INDEPENDENT CONTRACTOR: Nothing in this Lease Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish Lessee as an agent, representative or employee of the County for any purpose or any manner whatsoever. Lessee and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. The Lessee, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

11. SOVEREIGN IMMUNITY: By entering into this Lease Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, supra, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

12. PUBLIC EMPLOYEES: As used in this Lease, "public employees" as defined in the New Mexico Tort Claims Act, means any officer(s), employee(s), servant(s) of the Lessor, including elected or appointed officials, law enforcement officers and persons acting on behalf or in service of the Lessor in any official capacity, whether with or without compensation and also including the appointed officials of the Doña Ana County International Jetport Advisory Board or County Commission but the term does not include an independent contractor(s).

13. PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Lease or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

14. THIRD PARTY BENEFICIARY: It is agreed between the parties executing this Contract that it is not intended by any of the provisions of the Contract to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, personal injury, property damage or any other claim or cause of action whatsoever.

15. INCONVENIENCE DURING CONSTRUCTION AND RELOCATION:

A. Jetport Expansion and Construction: Lessee recognizes that from time to time during the term of this Lease it will be necessary for the Lessor to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair in order that the Jetport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation. Such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or temporarily interrupt Lessee in its operation at the Jetport. The Lessor reserves the right to further develop or improve the Jetport as it sees fit, and without unreasonable interference or hindrance from Lessee.

B. Relocation: If the physical development of the Jetport requires the relocation, removal or alteration of Lessee's facilities, the Lessor agrees to provide on a timely basis a comparable location without any unreasonable interruption to the Lessee's activities. The Lessor agrees to timely relocate all facilities, improvements and buildings from within the leased premises to the comparable premises at no cost to the Lessee. If such relocation of facilities is impractical, Lessor shall construct comparable facilities on such new location. In the alternative, Lessor shall have the option to terminate the lease if the cost to construct comparable facilities is deemed excessive by the Lessor. Lessee agrees that Lessor shall not be liable for claims or damages by reason of such inconvenience or interruption.

16. PROHIBITION AGAINST LEASEHOLD PLEDGE AND ASSIGNMENT:

A. General Assignments Prohibited: Lessee shall not assign nor delegate Lessee rights and obligations, any interest in this contract, or transfer any interest or assign any claims for money due or to become due under this lease without the written consent of the Lessor.

B. Mortgages and Construction Financing: Unless the Lessor previously consents in writing, which consent will not be unreasonably withheld or delayed, Lessee shall not pledge, mortgage, alienate, hypothecate, or otherwise encumber the Lease or any interest therein or grant or give any other security interest in the leased premises, voluntarily or by operation of law, except if the Lessor agrees to the construction of improvements on the leasehold by Lessee, the Lessor, upon request by the Lessee, shall permit Lessee to encumber the leasehold interest granted by the Lease for the purpose of financing such improvements, in a manner acceptable to the Lessor, but only on the leased premises on which said improvements are to be constructed; in which case, the Lessor agrees that this Lease shall be subordinate to the construction and permanent financing of such improvements. Provided, however, that in the event of a foreclosure of any mortgage or other security document granted by Lessee concerning all or any part of the leased premises created by this Lease, the foreclosing party following such foreclosure shall have no greater rights with respect to the leased premises than are granted to Lessee under this Lease and all other operations, if any, conducted by the secured foreclosing party shall be consistent with the terms, conditions, covenants and agreements of this Lease. Any mortgage or security document given by Lessee shall provide that all notices of default required to be given to Lessee by the holder hereof shall also be given to the Lessor. Should Lessor later agree to amend this Lease to permit an assignment of this Lease, as a condition to the Lessor's consent to the Lessee to assign this Lease, Lessor shall have the right to increase the Base Land Rents, compensation and other fees.

17. SUBLEASES: If Lessee desires to sublease any portion of its hangar space to another entity, Lessee shall:

A. Obtain written approval, which approval shall not be unreasonably withheld by Lessor, from the Lessor for the intended sublease activity and the form of the sublease agreement shall also be approved by the Lessor prior to the execution of such sublease.

B. Ensure that Subleases contain all the terms and conditions of this Lease as a minimum, but shall prohibit further subleases. Subleases shall be subordinate to and subject to this Lease.

C. Not be relieved of and from its duties, liabilities and obligations under this Lease for the entire premises including the sublease part.

18. CANCELLATION AND TERMINATION: The Lessor may cancel and terminate this Lease, and may repossess the leased premises, with or without process of law and without liability for including, but not limited to, any of the following circumstances:

A. In the event any installment of land rental, compensation, fees and/or other payment provided for herein is in arrears and remains unpaid for a period of thirty (30) days after the same is due, upon giving ten (10) days written notice to Lessee at the address of lessee provided below, of its intention to so terminate, at the end of which time all the rights of Lessee hereunder shall terminate unless such payment, which shall have been stated in such notice, shall

have been paid within such ten (10) days; provided, however, Lessee will be allowed only two (2) such notices within any twenty-four (24) month period to cure within the time specified in this paragraph. The third such notice in any twenty-four (24) month period shall be final and shall cancel and terminate all of the rights hereunder of Lessee without any right on the part of Lessee to cure such default after receiving such notice.

B. In the event of any other default of Lessee as to the term(s), condition(s), agreement(s) and/or covenant(s) of this Lease, upon giving thirty (30) days written notice to Lessee to cure the default or suffer termination, at the end of which time all rights of Lessee hereunder shall be terminated unless the default specified in such notice shall have been cured within said thirty (30) days, or unless Lessee shall take diligent steps, as determined by the Lessor, to cure such default during said period.

C. In the event Lessee shall engage in any activity or practice which hinders or interferes with the proper use and operation of the Jetport, then the Lessor may order Lessee to forthwith cease and desist from such activity or practice and should Lessee fail or refuse to comply with any such order, the Lessor may, at its option, cancel and terminate this Lease.

D. Upon occurrence of any of the following events, Lessor may terminate the Lease by giving thirty (30) days written notice to Lessee of its intention to terminate the Contract.

(1) If the Lessee shall apply for or consent to, in writing on behalf of Lessee by any of its agents or its duly authorized attorney, the appointment of a receiver, trustee or liquidator of Lessee or of all or a substantial part of its assets;

(2) If the Lessee shall file a voluntary petition in bankruptcy, or admit in writing its inability to pay debts as they come due;

(3) If the Lessee shall make a general assignment for the benefit of creditors;

(4) If the Lessee shall file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law;

(5) If the Lessee shall file an answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, or insolvency proceedings; or if during the term of this Lease, an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating Lessee bankrupt or approving a petition seeking reorganization of Lessee or appointing a receiver, trustee, or liquidator to marshal all or a substantial part of its assets, and such order, judgment or decree shall continue without stay and in effect for any period of ninety (90) consecutive days;

(6) If the Lessee shall have its estate herein divested by other operation of law;

(7) If the Lessee shall abandon its use of the premises or operations or conduct of business on the leased premises for sixty (60) days;

(8) If after the occurrence of damage or destruction, partial or total, to the improvements on the leased premises by fire, the elements or other casualty to such an extent that the Lessee is incapable of repairing and/or replacing such improvements within eight (8) months.

19. OBLIGATIONS AND RIGHTS FOLLOWING CANCELLATION AND TERMINATION OR EXPIRATION:

A. Except as otherwise provided herein, in the event of cancellation and/or termination of this Lease by the Lessor, other than for the normal or usual expiration of the term

or any renewal, or any other termination, the Lessor shall have no further obligations hereunder. Lessee shall remain liable to Lessor for all damages, rentals, compensation and other fees accrued to the date of termination and for all damages, rentals, compensation and other fees accrued during any period of holding over if the lease is terminated for any of the above reasons by Lessor.

B. Continuing Hold Harmless and Indemnity Obligations: Any and all of the Lessee's agreements to hold harmless, indemnify and defend to the Lessor and/or its "public employees" as defined in the New Mexico Tort Claims Act, shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other termination of this Lease for any reason and shall survive the cancellation, expiration of the term or any renewal or any other termination of this Lease.

C. Right to Premises: Upon the expiration of the term or any renewal, cancellation or any other termination of this Lease, the Lessee's rights to the leased premises, facilities, other rights, licensed services and privileges granted in this Lease shall immediately cease.

20. RIGHTS AND REMEDIES CUMULATIVE: Lessor shall have all rights and remedies specified herein, as well as any and all rights and remedies available to Lessor either under the common law or the laws of the State of New Mexico. The rights and remedies of the Lessor under this Lease are cumulative and are not intended to be, and shall not be, exclusive of one another. The Lessor shall have all rights and remedies provided herein (including the right to exercise any landlord's or similar lien upon property of Lessee located on or used in connection with the leased premises), and all such rights and remedies may be exercised by the Lessor. Neither the delay nor the omission to exercise any right or power nor the exercise of any right or power accruing to the Lessor shall impair any such right or power, or shall be construed to be a waiver thereof, or relieve the Lessee of any of its responsibilities or obligations under this Lease or from any liability resulting therefrom, or in any way amend, modify, alter, limit or otherwise affect the rights of the parties hereunder.

21. SURRENDER OF LEASED PREMISES AND HOLDING OVER:

A. On expiration of the term or any renewal hereof, cancellation of this Lease as herein provided or on any other termination, the Lessee shall immediately peacefully surrender and vacate the leased premises. Subject to Paragraph 4.I, supra, Lessee shall remove all alterations and improvements and restore the leased premises to its original condition, minus usual and customary wear and tear, as the same appeared at the commencement of the Lease.

B. Notwithstanding the foregoing, the Lessor reserves the option to purchase any or all of such alterations and improvements, but not including alterations and improvements that may not be removed without material damage to the leased premises, for a sum equal to the fair market value of such improvements as determined by a qualified real estate appraiser jointly appointed by the Lessor and the Lessee. Should the Lessor and the Lessee be unable to agree on the selection of an appraiser, the Lessor's appraiser and the Lessee's appraiser will appoint a third party to determine the fair market value of the improvements. Any leasehold improvements that may not be removed without material damage to the leased premises shall not be removed by the

Lessee at any time, but shall become the property of the Lessor upon the expiration of the term or any renewal, cancellation or any other termination.

C. Lessor shall have the right on such expiration of the term or any renewal, cancellation or any other termination to enter upon and take possession of said leased premises, with or without process of law, without liability for including, but not limited to, trespass.

D. Lessor may permit, in writing prior to the expiration of the terms of the lease, Lessee to hold over the use of or continue to occupy said lease premises after the expiration of the term or any renewal for an agreed period not to exceed six (6) months. Should Lessee continue to occupy said leased premises after the expiration of the term or any renewal, of this Lease, such holding over shall be deemed merely a tenancy upon the same conditions as provided in this Lease but at a rental rate, compensation and other fees as determined by the Lessor. Any rent would be equal to or higher than the rent at the expiration of the term (i.e., base land rent plus any escalations over time). This provision is intended to limit any possible period of hold over to six (6) months and is not intended as an additional six-month term on the Lease or to otherwise modify either party's right under a tenancy, including the Lessor's right to fully terminate the Lease and Lessee's right of possession upon thirty (30) days written notice from Lessor to Lessee during any hold over period.

E. If Lessee fails to remove the leasehold improvements within sixty (60) days following the date of expiration of the term or any renewal, cancellation or any other termination, then title to the leasehold improvements shall vest in the Lessor.

F. No holding over by Lessee after expiration of the term or any renewal, cancellation or any other termination of this Lease, whether with or without the consent of the Lessor, shall operate to extend or renew this Lease.

G. Should the contract be terminated for cause or breach of the terms of the contract the Lessee forfeits the right to remove improvements and the improvements immediately become the property of the Lessor. Any expenses accrued by the Lessor in executing this provision or litigation expenses or similar fees shall be paid by the Lessee.

22. WAIVER: Any waiver by the County of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by Lessee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. LITIGATION EXPENSES: In any action brought by either party for the interpretation of this Lease or the enforcement of the obligation(s), duty(ies) and/or liability(ies) of the Lessee or Lessor, the Lessor shall be entitled to recover all collection costs and expenses including reasonable attorneys' fees, regardless of whether a court action is required to pursue delinquent payments.

24. NOTICES: All notices and/or correspondence between the parties to this Contract shall be hand delivered or sent by certified mail with return receipt requested jointly to:

Doña Ana County Manager Doña Ana County Jetport Manager 845 N Motel Blvd. Las Cruces, NM 88007	Attn: (Lessee) xxxxx

The effective date of service of any such notice shall be the date such notice is hand delivered or mailed to Lessee or the Lessor. Either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. If Lessee changes address, Lessee shall give written notice to Lessor within thirty (30) days thereof.

25. JETPORT RULES AND REGULATIONS: In addition to all other provisions of this Lease, Lessee shall comply with the Doña Ana County Code, Chapter 125 Airport, if Lessee or any sub-lessee shall be engaged in any Commercial Activities on the leasehold, the County Code, and any rules, regulations, standards, advisory circulars and/or resolutions as may be adopted or issued by the County, State of New Mexico and/or the Federal Aviation Administration, and all amendments thereto which from time to time may be adopted hereafter. Such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions are incorporated by reference as if they were fully set forth in this Lease. Failure to fully comply with such Minimum Standards, Development Guidelines, rules, regulations, standards, advisory circulars and resolutions shall constitute a material breach of this Lease and serve as adequate grounds for termination.

26. LESSEE'S RECORDS:

A. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall keep and maintain at the Jetport, or at such other place as may be approved in writing by the Lessor, true and accurate books and records of its operations under the terms of this Lease, in a form satisfactory to the Lessor. Such books and records as well as certified financial statements, reports of any external audits prepared for Lessee and its income tax return shall be made available to the County Jetport Manager, other County staff designated by the Jetport Manager, representatives or contractors of the State Auditor, at the Jetport, for inspection and copying at any time without advance notice to Lessee during normal business hours during the term of this Lease and for two years thereafter.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall, annually, during the term hereof, and any renewal term, submit to the Jetport Manager a statement, prepared in accordance with a system of accounting satisfactory to the Lessor showing the gross receipts of the Lessee and sub-lessee (s), if any, on, in and from the leased premises at the Jetport, for the preceding twelve (12) months, which statement shall be subscribed and sworn to as correct by Lessee or one of its officers. Such statement shall show such reasonable detail and breakdowns as may be required by the Lessor.

C. If Lessee or any sub-lessee engages in any commercial operations on the premises, Lessee shall provide a monthly audit report to the Lessor for all fuel purchases and deliveries made by and/or to the Lessee for sale or use at the Jetport.

27. FEDERAL MANDATED LEASE PROVISIONS:

A. In addition to the leased premises specifically designated for its exclusive use, this Lease grants Lessee the non-exclusive right to use the airfield and associated operational areas in common with others so authorized in accordance with the aviation and air navigation rules and regulations promulgated by the laws of the United States of America and the State of New Mexico, and all pertinent Codes, directives, ordinances, rules and regulations of Doña Ana County.

B. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age, or national origin.

C. If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall accommodate and serve, on a fair and equal basis, all users thereof and it shall charge fair and reasonable prices to all users for each unit of service; provided, that Lessee may be allowed to make reasonable discounts, rebates or other similar type of price reductions to volume purchasers.

D. (1) If Lessee or any sub-lessee engages in any Commercial Aeronautical Activities on the premises, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious affiliation, sex, race, creed, color, or national origin; and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Lessee understands and acknowledges that the Lessor has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances and respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation, as a condition precedent to the Government making grants in aid to the Lessor, for certain Jetport programs and activities. Lessor is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the Lessor operates or has the right to operate any facility on the Jetport providing services to the public, the following covenant, to which Lessee agrees:

> "Lessee, in its operation at and use of the Doña Ana County International Jetport, covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21. In the event of such discrimination, Lessee agrees that Lessor has the right to take such action against Lessee as the Government may direct to enforce this covenant."

(2) The Lessee does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(3) The Lessee does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (c) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

E. It is clearly understood by the Lessee that no rights or privileges have been granted which would operate to prevent any person, firm or corporation operating aircraft on the Jetport from performing any services on its own aircraft with its own regular employees or hired contractors (including, but not limited to, maintenance and repair) that it may choose to perform, provided, however, that such services shall be subject to the rules and regulations established by the Lessor and shall be consistent with the terms of any lease or sublease of hangar space.

F. (1) Lessor reserves the right (but shall not be obligated to the Lessee) to maintain and keep in repair the landing area of the Jetport and all publicly-owned facilities of the Jetport together with the right to direct and control all activities of the Lessee in this regard. If the County fails to maintain and keep in repair the landing area and/or the publicly-owned facilities of the Jetport and diminishes lessee′s use, rights and/or operations on the leased premises, Lessee shall have the right to terminate the Lease upon reasonable notice to the Lessor.

(2) Lessor reserves the right (but shall not be obligated to the Lessee) to establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Jetport as may be necessary for the safe and efficient operation of the Jetport and/or to prohibit or limit any given type, kind, or class of aeronautical use of the Jetport if such action is necessary for the safe operation of the Jetport or necessary to service the civil aviation needs of the public.

G. The Lessor reserves the right to take any action it considers appropriate to protect the aerial approaches of the Jetport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on the Jetport which, in the opinion of the Lessor, would limit the usefulness of the Jetport or constitute a hazard to aircraft.

H. (1) This Lease shall be subordinate to and subject to the provisions of any agreement between the Lessor and the United States, relative to the operation or maintenance of the Jetport. This subordination includes, but is not limited to, the right of the Lessor, during time of war or national emergency, to lease the landing area, or any part thereof, to the United States for military or naval use, and if any such lease is made, the provisions of any contracts or leases with Lessee shall be suspended. This Lease shall also be subordinate to and subject to the provisions of any agreement between the Lessor and the State of New Mexico relative to the operation or maintenance of the Jetport.

(2) This Lease shall also be subordinate to and subject to the covenants and conditions of the Patent No. 30-82-0048 from the United State of America to the Lessor for the land for the Jetport. If the United States exercises its right of entry and possession of title under Patent No. 30-82-0048 or if the property under Patent No. 30-82-0048 automatically reverts to the United States, then this Lease shall terminate immediately.

I. For any commercial operations conducted on the premises, the Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Sub-part E, to

ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Sub-part E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

28. LESSEE'S COMMERCIAL OPERATIONS:

A. As governed by Doña Ana County Codes, Chapter 125, Airport; Lessee shall maintain at its own expense all necessary permits and license required in the conduct of its business, if any, at Jetport.

B. Lessee shall at all times retain qualified and competent personnel to conduct its authorized activities and said personnel shall be authorized to represent and act for Lessee.

C. Lessee, its officers, employees, agents and servants shall observe and obey all laws, ordinances, rules and regulations of the United States of America, the State of New Mexico, the Doña Ana County Board of County Commissioners which may be applicable to its operations at the Jetport, and shall make no unlawful or offensive use of the leased premises.

D. Lessee shall bear all costs of its operation at the Jetport and/or of its use and occupancy of the leased premises and improvements and shall pay, in addition to the concession fees and payments herein, all other costs connected with the operation of said business and/or with the use and occupancy of the leased premises and improvements, including, but not limited to, insurance and taxes.

E. If a Commercial Activity is conducted on the premises, Lessee shall provide the Jetport Manager with a schedule of the hours of operation that Lessee will be open to the public and the names and telephone numbers of Lessee's officials who shall be available at all hours of Lessee's operations at the Jetport to perform required management functions.

F. Lessee shall conform to all applicable safety, health, and sanitary codes and agrees to cooperate with the Lessor in its fire prevention efforts.

G. The Lessor or the Jetport Manager may enter upon the leased premises and/or improvements to the lessee at any reasonable time, with reasonable notice, and for any purpose necessary, incidental to or connected with the performance of the Lessee's obligations under this Lease or in the exercise of their function as County and/or Manager.

29. PERFORMANCE SURETY: If any commercial use of the premises is instituted, Lessee shall furnish a payment guarantee in the form of a performance Bond, Cashier's Check, Certified Check, Money Order, or an irrevocable Letter of Credit from a bank in an amount equal to its anticipated obligations under this Lease for a six-month period as security for the full and faithful performance and observance by Lessee of the terms, covenants, agreements and conditions of this Lease. Such security shall be provided to the Jetport Manager within thirty (30) days of the effective date of this Lease.

30. EASEMENTS:

A. The Lessor may at any time locate, in whole or in part, any easement(s) for taxiway, auto/pedestrian access way, waste water drain-line, utility and/or barrier fence on the leased premises; provided however, that such location does not diminish or permanently

interrupt such rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the lease upon reasonable notice to Lessor. During alteration work, Lessor may suspend work on such easements and restore the leased premises to a condition similar to the condition which existed prior to alterations by the Lessor. After completion of alterations, Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor. Lessee agrees to take no action that will interfere with the designated purpose of the easement.

B. Lessor possesses a perpetual easement and right-of-way for the construction, maintenance, removal and replacement of taxiway, auto/pedestrian access way, waste water drain-lines, utility lines, manholes, barrier fence, and related facilities of such size and capacity as is necessary or required for the development of the Jetport, through, over, across and under the utility easement, waste water drain-line easement, and/or barrier fence easement.

C. Except as specified above, Lessee shall have full and complete use of the surface of the leased premises encumbered by easements.

D. The Lessor may at any time and from time to time relocate, in whole or in part, any easements provided that such relocation does not diminish or permanently interrupt the rights and/or operations of the Lessee nor increase the costs to be incurred by Lessee. In the Event the Lessee's operation is so affected by such action, Lessee shall have the right to terminate the Lease upon reasonable notice to Lessor. The Lessor may temporarily interrupt such rights and/or operations with respect to such easement(s) during the period of relocation of easement, and the Lessor agrees to restore the leased premises to a condition substantially similar to the condition which existed prior to any alterations thereto by the Lessor.

31. EMINENT DOMAIN:

A. In the event that all or substantially all of the leased premises or any material portion of the Jetport premises or facilities outside the leased premises which Lessee is entitled to use pursuant to this Lease shall be appropriated or taken under the power of eminent domain, or by purchase in lieu thereof, at any time during the lease term so as to substantially interfere with Lessee's operations as determined by Lessee in its sole discretion, this Lease may be terminated by Lessee as of the date that title to the property taken vests in such condemning authority. In the event of a condemnation of all or a portion of the leased premises, Lessee shall be entitled to the monetary award attributable to the condemnation or purchase of the Lease from the condemning authority.

B. In all instances of an appropriation or taking of a portion of the leased premises under the power of eminent domain, or purchase in lieu thereof, when Lessee elects not to terminate this Lease and Agreement, Lessee shall restore as promptly as practicable and to the extent permitted by application of the proceeds paid by the condemning authority pursuant to any exercise of such power of eminent domain the remaining portion of the leased premises to a condition which will permit Lessee to substantially carry on its operations. Any condemnation proceeds not required for the purposes of restoration shall belong to Lessee. In the event Lessee elects not to terminate this Lease, effective as of the date of such taking, the total square footage of the leased premises shall be reduced by the amount taken by eminent domain.

32. FUEL IN HANGARS PROHIBITED: Lessee, its officers, servants, representatives, employees, agents, sub-lessee, contractors, subcontractors, invitees, customers, patrons,

successors, assigns, and/or suppliers, as well as all other persons doing business with lessee, shall not fuel aircraft in any hangar.

33. FUEL STORAGE: If Lessee stores, sells or supplies fuel, Lessee shall install above ground storage tanks in accordance with all Federal, State and County laws, rules, regulations, ordinances and building codes regulating such fuel storage. Such tanks shall be constructed in a specified fuel farm area designated in the FAA approved Jetport Layout Plan and as governed by Doña Ana County Codes, Chapter 125, Airport, Article IV, Fuel Policy.

34. CHARGES: Nothing in this Lease shall be deemed to relieve the Lessee and/or any and all of its officers, employees, representatives, agents, servants, invitees, patrons, customers, contractors, sublessee, subcontractors, successors, assigns and/or suppliers, as well as all other persons doing business with the Lessee, from any and all Jetport use or activity charges as are or may be levied generally by the Lessor directly upon the operation of aircraft.

35. UTILITIES:

A. Lessee shall obtain and install underground at its own expense any necessary electrical, gas, water, sewer and septic tank, and any other utility service, subject to the Development Guidelines, rules and regulations, and/or building codes of the State of New Mexico and the Lessor. Lessee shall pay the expense of connecting to existing utility lines and maintaining all utility facilities within the leased premises, and pay all charges for consuming such services. In the event it shall become necessary to make utility changes upon the leased premises or within any improvement covered by this Lease, or any wiring or similar installations, the Lessee will promptly make such changes and installations at its expense as directed and required by the utility company, County or the New Mexico Construction Industries Division.

B. Hold Harmless, Indemnify and defend: Lessee agrees to hold harmless, indemnify, and defend Lessor, its agent or public employees, from any and all costs, expenses and/or charges for utility services furnished to the Lessee, necessary or required in the operation and maintenance of the leased premises, caused by or resulting from the sole or concurrent negligence of the Lessee, its agent or Lessee′s employees or any independent contractor who is directly responsible to the Lessee or from any accident which occurs in operations carried on at the direction or under the supervision of the Lessee or representative of the Lessee. This provision shall not affect the validity of any insurance contract or any benefit conferred by the Workmen′s Compensation Act. The Lessee's agreement to hold harmless, indemnify and defend the Lessor shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract.

36. RESERVATION OF RIGHT:

A. After the Lessor fulfills its assurances to the United States and the State of New Mexico under the respective grant agreements or if the Lessor is released from such assurances, the Lessor reserves the right to terminate all aviation activities at the Jetport and to close the Jetport because of insufficient funds, operation of law and/or any other reason whatsoever. The Lessor's right to do such shall be final. If such right is exercised by the Lessor, then this Lease shall terminate immediately. The Lessor's decision as to whether or not sufficient funds are available shall be accepted by Lessee and shall be final.

B. The assurances of the Lessor to the United States and the State of New Mexico under the respective grant agreements are not obligations of the Lessor to Lessee and shall not be construed as such.

37. GOVERNING LAW: This Lease Contract shall be construed in agreement with the Laws of the State of New Mexico. The Lessee shall also comply with all applicable Federal and local laws, ordinances, and the rules and regulations of the County.

38. PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

39. REPRESENTATION: Lessee has inspected the leased premises and is aware of the condition of the leased premises and improvements thereon, if any, and no representations as to leased premises or its conditions have been made to Lessee by Lessor except for those contained herein, if any. Lessee assumes all the risks incident to the use of the leased premises. Lessee accepts the leased premises in its present condition. Lessor and its "public employees" as defined in the new Mexico Tort Claims Act, shall not be liable to and shall be held harmless by the Lessee for any and all death(s), injury(ies) to person(s), damage(s) to property(ies) and/or damage(s) and/or liability(ies) of any other nature whatsoever resulting from hidden, latent or other dangerous condition(s) on the leased premises and/or the Jetport, for which sovereign immunity has been waived or alleged to be waived under state law and/or for which an action(s) is allowable or alleged to be allowable under federal law.

40. MERGER OF PRIOR AGREEMENTS: This Lease Contract incorporates all the conditions, agreements and understandings of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

41. AMENDMENTS: This contract shall not be altered, changed or amended except by written instrument signed by both parties and where required, approved by the New Mexico State Board of Finance.

42. SEVERABILITY: If any clause or provision of the Lease Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is voidable and no damages shall accrue to either party.

43. PROCUREMENT CODE: Both parties are bound by the terms of the Procurement Code, Sections 13-1-25 through 13-1-199, NMSA 1978 as amended. The Procurement Code imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

44. SUFFICIENT APPROPRIATIONS: The terms of this Contract are contingent upon

sufficient appropriations and authorization being made therefor by the governing board of the Lessor for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement will terminate immediately upon written notice being given to the Lessee. The decision of the Lessor as to whether sufficient appropriations are available shall be accepted by the Lessee and shall be final.

45. CONFLICT OF INTEREST: The Lessee warrants that he presently has no interest, and shall not, during the term of this Contract, acquire any interest which has the potential to conflict with performance under this contract. In the event such a conflict arises, the County shall be notified and appropriate corrective action taken. The Lessee's failure to inform the County of such conflict constitutes default and shall be grounds for immediate termination of contract by the County.

46. BINDING EFFECT OF AGREEMENT: Lessor and Lessee agree that the terms of this Agreement and any extension or renewal thereof shall extend to and be binding upon their heirs, executors, personal representatives, administrator, assigns, successors, and transferees of Lesssee, and the death of __________ shall not terminate the lease.

47. DUPLICATE ORIGINALS: This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

48. APPROVAL OF CONTRACT/EFFECTIVE DATE: This Lease is contingent upon approval by the New Mexico State Board of Finance and shall become effective upon the date of such approval.

Lessee: XXXXX

____

XXXX XXXX

Lessor: Doña Ana County, New Mexico

By: _____________________________
XXXXXXXX, County Manager

Approved on ______________________________, 2025
by New Mexico Department of Finance & Administration
State Board of Finance

By: _______________________________

____
(Print or Type Name)

____
(Title)

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks **Initiating Department**	June 10, 2025 **Meeting Date**
William Provance, Jetport Manager **Contact Person**	8 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVAL OF A UTILITY EASEMENT TO SUPPORT ADDITIONAL HANGAR DEVELOPMENT TO LOTS F-07, F-08 AND F-09 AT THE DOÑA ANA COUNTY INTERNATIONAL JETPORT LOCATED IN SANTA TERESA AND AUTHORIZE COUNTY MANAGER SIGNATURE APPROVAL ON ALL RELATED DOCUMENTS.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Approve a utility easement as indicated on attached documents for the Dona Ana County International Jetport, located in Santa Teresa 8014 Airport. Rd. and authorize County Manager signature approval on all related documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Utility Easementy Exhibit A
Utility Plan

SUMMARY OF FINANCIAL IMPACT

Funding for project coming from various grant funds.

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager	Created/Initiated - 5/29/2025
Asma Dawood, Finance Director	Approved - 6/2/2025
William Provance, Jetport Manager	Approved - 6/2/2025
Jonathan Macias, Assistant County Manager	Final Approval - 6/5/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** Yes	**Deadline for Return:** 6/12/2025

Doña Ana County

International Jetport

Executive Summary

Meeting Date: June 10, 2025

Agenda Item Title: Approval of a utility easement to support additional hangar development to Lots F-07, F-08 and F-09 at the Doña Ana County International Jetport and authorize County Manager signature approval on all related documents.

Overview:

This utility easement will facilitate the transfer of power, gas, water, sewer and fiber optic utilities to the current and future Jetport build sites. This easement gives El Paso Electric Company, New Mexico Gas and all other utility providers the perpetual right, privilege, authority and easement to enter and erect, construct operate and maintain the underground utility systems to lots F-07, F-08 and F-09.

Staff recommend approving this utility easement and County Manager signature approval on all related documents.

UTILITY EASEMENT EXHIBIT A
SECTION 14, TOWNSHIP 28 SOUTH,
RANGE 2 EAST, N.M.P.M.
DONA ANA COUNTY, NEW MEXICO

GRID NORTH

0 100' 200'

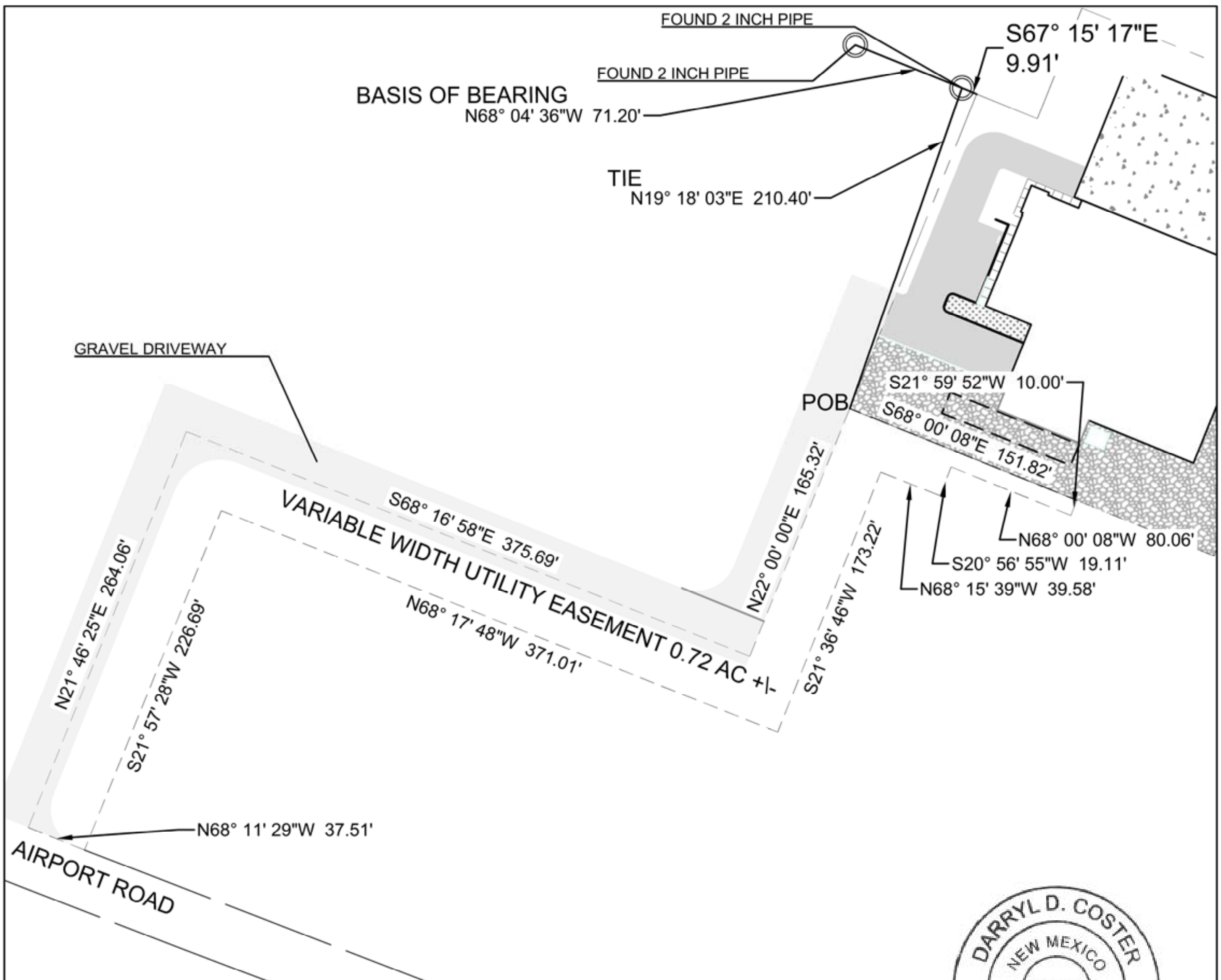
SCALE: 1" = 100'
US SURVEY FEET

VICINITY MAP
NOT TO SCALE

BASIS OF BEARING:
THE BASIS OF BEARING IS BETWEEN TWO FOUND 2 INCH PIPES AS SHOWN ON THE ATTACHED EXHIBIT. SAID BEARING BEING N68°04'36"W.

LEGEND

- PROPOSED UTILITY EASEMENT
- PROPERTY LEASE LINE
- PROPOSED IMPROVEMENTS
- EDGE OF AIRPORT ROAD
- FOUND MONUMENT AS NOTED



DARRYL D. COSTER
NEW MEXICO
21204
PROFESSIONAL SURVEYOR

SURVEYOR'S CERTIFICATION

I, DARRYL D. COSTER, NEW MEXICO PROFESSIONAL SURVEYOR NO.21204, DO HEREBY CERTIFY THAT THIS EASEMENT SURVEY AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

DARRYL D COSTER, N.M.P.S. 21204 — 4-7-2025 DATE

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HUNT HANGER — DONA ANA COUNTY

VARIABLE WIDTH
UTILITY EASEMENT
EXHIBIT A

Fieldwork	Drawn	Checked
EF	LCF	AE

Date: April 2025
Scale: Horiz: 1:100 Vert: vert
Project No: 2334135
Sheet: 1 OF 2

\\192.168.3.10\Projects\2-Hunt Hanger Construction (2334135)\Survey\01-DWG\Utility Easement.dwg, LCF, 4/7/2025 3:34 PM

VARIABLE WIDTH UTILITY EASEMENT DESCRIPTION

SECTION 14, TOWNSHIP 28 SOUTH, RANGE 2 EAST, N.M.P.M. DONA ANA COUNTY, NEW MEXICO

A VARIABLE WIDTH UTILITY EASEMENT LOCATED IN A LEASE TRACT IN SECTION 14, TOWNSHIP 28 SOUTH, RANGE 2 EAST, N.M.P.M., DONA ANA COUNTY, NEW MEXICO;

BEGINNING AT A POINT LOCATED ON A NORTH LINE OF THE UTILTY EASEMENT, ALSO BEING ON THE LEASE LINE, WHENCE A 2 INCH IRON PIPE BEARS N19°18'03"E, A DISTANCE OF 210.40 FEET;

THENCE, S68°00'08"E, ALONG THE LEASE LINE, FOR A DISTANCE OF 151.82 FEET;

THENCE, S21°59'52"W, A DISTANCE OF 10.00 FEET;

THENCE, N68°00'08"W, A DISTANCE OF 80.06;

THENCE, S20°56'55"W, A DISTANCE OF 19.11 FEET;

THENCE, N68°15'39"W, A DISTANCE OF 39.58 FEET;

THENCE, S21°36'46"W, A DISTANCE OF 173.22 FEET;

THENCE, N68°17'48"W, A DISTANCE OF 371.01 FEET;

THENCE, S21°57'28"W, A DISTANCE OF 226.69 FEET;

THENCE, N68°11'29"W, ALONG THE NORTH LINE OF AIRPORT ROAD, A DISTANCE OF 37.51 FEET;

THENCE, N21°46'25"E, A DISTANCE OF 264.06 FEET;

THENCE, S68°16'58"W, A DISTANCE OF 375.69 FEET;

THENCE, N22°00'00"E, A DISTANCE OF 165.32 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 0.72 ACRES +/-

SMA
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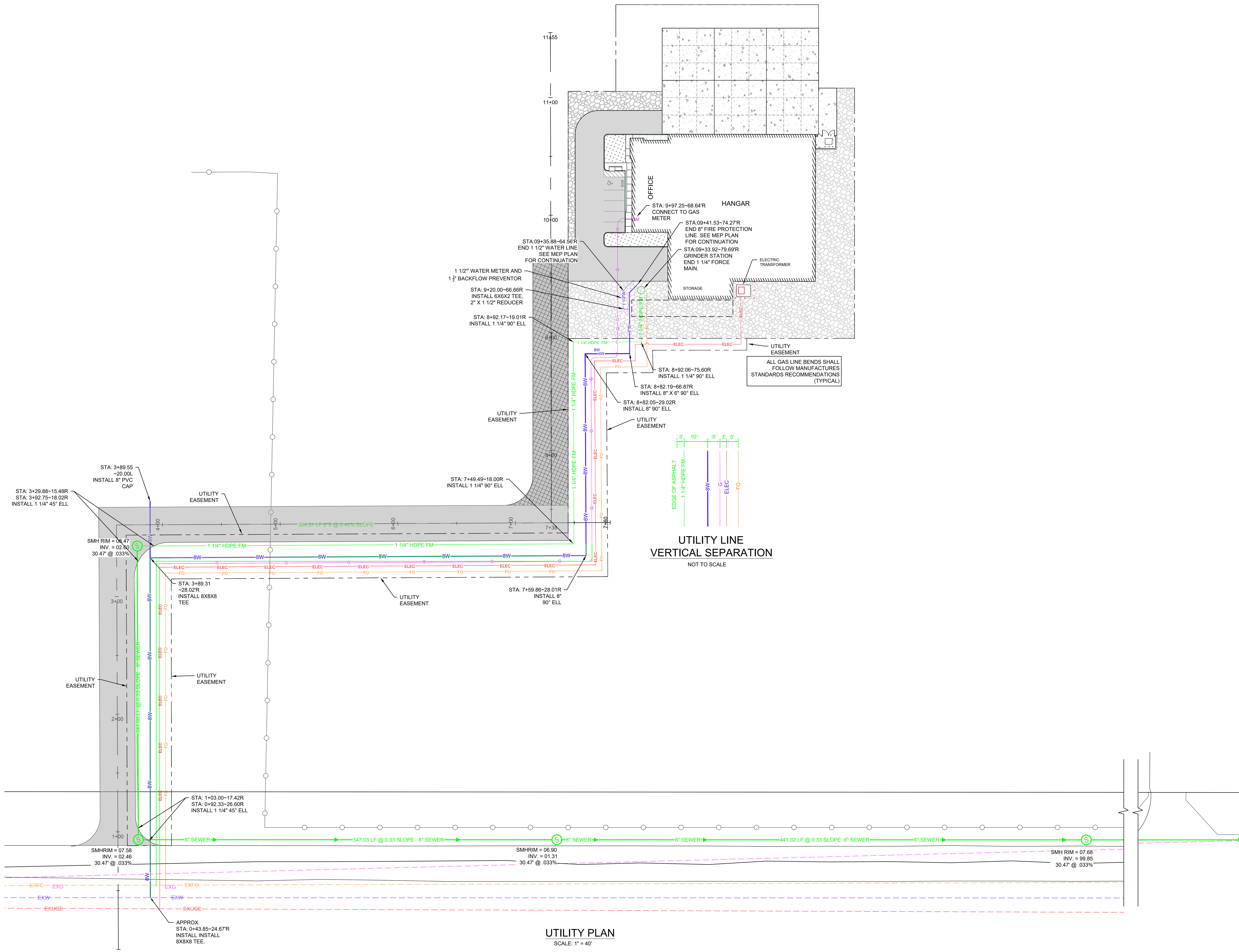
HUNT HANGER	DONA ANA COUNTY	Fieldwork EF	Drawn LCF
VARIABLE WIDTH UTILITY EASEMENT DESCRIPTION		Checked AE	Date: April 2025
		Scale: Horiz: 1:100 Vert: vert	Project No: 2334135
		Sheet: 2 OF 2	



UTILITY PLAN

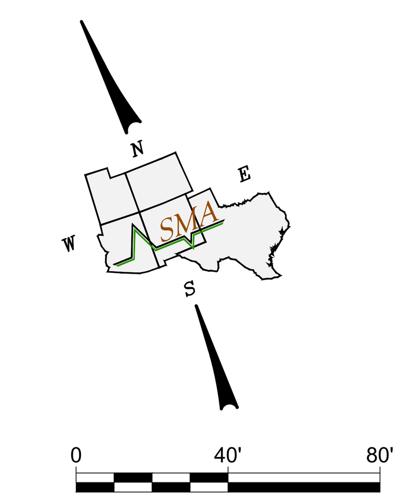
SCALE: 1" = 40'

NOTE: WATER LINE LINE TIE IN LOCATION SHOWN IS APPROXIMATE. THE CONTRACTOR TO EXCAVATE AND VERIFY EACH UTILITY LOCATION, SIZE AND DEPTH PRIOR TO NEW UTILITY CONSTRUCTION.

NOTE: THE CONNECTION OF THE 3/4" GAS MAIN, THE ELECTRIC SERVICE LINE AND THE FIBER OPTIC LINE ARE TO BE COORDINATED WITH EACH UTILITY COMPANY.

UTILITY LEGEND

EXS	EXISTING SEWER MAIN
EXG	EXISTING GAS MAIN
EXW	EXISTING WATER MAIN
EFO	EXISTING FIBER OPTIC LINE
EXUGE	EXISTING UNDERGROUND ELECTRIC
1 1/4" FM	1 1/4" HDPE FORCE SEWER MAIN
G	3/4" GAS SERVICE
8W	8" C-900 WATER LINE
1 1/2" W	1 ½" SCHD 40 PVC WATER SERVICE LINE
6" FP	" SCHD 40 PVC FIRE PROTECTION LINE
EFO	FIBER OPTIC LINE
ELEC	ELECTRIC SERVICE LINE
M	1 1/2" WATER METER
BF	1 1/2" DOMESTIC BACKFLOW PREVENTOR
S	4' SEWER MANHOLE



SCALE: 1" = 40'

To Request a Line Locate Dial 811

New Mexico state law requires everyone involved in any excavation to provide at least two working days' notice to owners of underground facilities when a dig is planned. All facility owners are then required to mark the locations of any underground lines or take other appropriate measures to protect them.

nm811 Professional Resources for Damage Prevention

NOTE: THESE DRAWINGS ARE TO BE USED TO ACQUIRE PERMITS FROM JURISDICTIONAL GOVERNMENTAL AGENCIES AND ARE NOT TO BE RELIED UPON FOR PROJECT BIDDING PURPOSES OR FOR CONSTRUCTION UNTIL APPLICABLE CONSTRUCTION PERMITS ARE ISSUED.

Rev #	Date	Description	By	Chk'd
1	11-15-24	ISSUSED FOR REVIEW #1	TB	PJP
2	03-05-25	REVISED UTILITY PLAN		

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HUNT COMPANIES — EL PASO, TEXAS

UTILITY PLAN, ENLARGED UTILITY PLAN, UTILITY LEGEND

HUNT BUILDING COMPANY, LTD HANGAR PROJECT SANTA TERESA, NEW MEXICO

PAUL J. POMPEO — NEW MEXICO — 11490 — REGISTERED PROFESSIONAL ENGINEER — PRELIMINARY NOT APPROVED

04-07-2025

THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED

Designed	Drawn	Checked

Date: April 2025
Scale: Horiz: Vert: AS SHOWN
Project No: 9333580
Sheet: C400

P:\9-Hunt Santa Teresa Hanger (9333580)\CAD\Civil\Construction Drawings\Utility Quanities 04-07-2025\9333580 Utility Plan 04-07-2025.dwg 4/7/2025 2:05 PM TWB

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office **Initiating Department**	June 10, 2025 **Meeting Date**
Stephen Lopez, Assistant County Manager **Contact Person**	9 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION TO PUBLISH NOTIFICATION OF INTENT TO CHANGE SOLID WASTE COLLECTION PUNCH CARD FEES FROM $4 PER PUNCH TO $5 PER PUNCH STARTING AUGUST 1, 2025; INCREASING BY $1 PER PUNCH EVERY 2 YEARS THEREAFTER UNTIL 2031.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Approving publication of Hearing notice regarding raising solid waste collection punch card fees from $4 per punch to $5 per punch.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Resolution changing Solid Waste Collection Fees
Executive Summary - Solid Waste Disposal Fees
NOTICE OF PUBLIC HEARING Solid Waste Fee

SUMMARY OF FINANCIAL IMPACT

The County's current annual revenue from punch cards is approximately $285,000. A $1 increase would bring an additional $71,250 in revenue if demand remains the same.

ADMINISTRATIVE REVIEW AND APPROVAL

Stephen Lopez, Assistant County Manager	Created/Initiated - 6/5/2025
Lucio Luttrell, Budget and Research Officer	Approved - 6/5/2025
Stephen Lopez, Assistant County Manager	Final Approval - 6/5/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: 06/10/2025

Agenda Item Title: Resolution to publish notification of intent to change solid waste collection punch card fees from $4 per punch to $5 per punch starting August 1, 2025; increasing by $1 per punch every 2 years thereafter until 2031.

Overview:

This is a Resolution for the Board of County Commissioners to approve the publication of proposed rate increases for solid waste disposal at transfer stations, pursuant to the requirements of County Ordinance Chapter 287 [Solid Waste], §8 Fees. The minimum tipping fee currently charged by South Central Solid Waste Authority is $7.80, and the current $4 punch has not been increased in over a decade. The recommended schedule for catching up and minimizing the loss of funds by the County, while simultaneously minimizing the impact to residents, is:

- Effective August 1, 2025, the cost for each punch of a card (or equivalent) shall be $5;
- Effective August 1, 2027, the cost for each punch of a card (or equivalent) shall be $6;
- Effective August 1, 2029, the cost of each punch of a card (or equivalent) shall be $7; and
- Effective August 1, 2031, the cost of each punch of a card (or equivalent) shall be $8.

After publication and a 30-day period, the County Manager is directed to bring the proposed fee increases back to the Board for consideration during a Hearing, along with any community feedback received.

NOTICE OF PUBLIC HEARING

On June 10, 2025 the Board of County Commissioners of Doña Ana County (BOCC) directed that a public hearing be conducted at their Regular Meeting **on July 22, 2025** at 9:00 a.m. on the question of whether to approve an increase in solid waste disposal punch card fees. The Public hearing will be held at the Doña Ana County Government Center located at 845 N. Motel Blvd., Las Cruces, New Mexico.

GENERAL SUMMARY: Pursuant to Ordinance Chapter 287 [Solid Waste], §8 Fees, the Board will consider a Resolution to raise fees as follows:

- Effective August 1, 2025, the cost for each punch of a card (or equivalent) shall be $5;
- Effective August 1, 2027, the cost for each punch of a card (or equivalent) shall be $6;
- Effective August 1, 2029, the cost of each punch of a card (or equivalent) shall be $7; and
- Effective August 1, 2031, the cost of each punch of a card (or equivalent) shall be $8.

Written comments regarding the proposed fees may be made in advance by submitting to: County Manager, 845 N. Motel Blvd., Las Cruces, NM 88007. In addition, there will be an opportunity for public comment during the hearing.

Should you require special accommodations as a result of a disability, please contact the County ADA Coordinator at 525-5884 (voice), 525-5951 (TTY), or 1-877-827-7200 (toll free), or write to ADA Coordinator, 845 N. Motel Blvd. , Las Cruces, new Mexico 88007. Spanish language interpretation services are available upon request. Please contact the Community & Constituent Services Office at 525-6163, at least 48 hours prior to the event. **Servicios de interpretación será disponible por petición. Por favor contacte la Oficina de Servicio a la Comunidad y Constituyentes al 525-6163 por lo menos 48 horas adelantado para pedir este servicio.**

Publish: Las Cruces Sun News no later than Sunday, June 15, 2025.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025-_______

WHEREAS, the Board of County Commissioners has established solid waste collection fees in Ordinance Chapter 287 [Solid Waste], §8 Fees; and

WHEREAS, the current fee of $4 per use of a disposal punch card (the cost of disposing of up to 200 lbs. of trash at a transfer station) has been in place for over a decade; and

WHEREAS, the minimum tipping fee being charged by South Central Solid Waste Authority is currently $7.80; and

WHEREAS, the County needs to reduce the amount of loss associated with undercharging for solid waste services in a manner that minimizes the financial challenges some residents might face; and

WHEREAS, the Ordinance requires publication of notice of intent to change fees, and then subsequent passing of the news fees pursuant to resolution,

NOW THEREFORE, be it resolved by the Board of County Commissioners that:

- The County Manager is directed to publish notice of intent to raise fees as follows:
    - Effective August 1, 2025, the cost for each punch of a card (or equivalent) shall be $5;
    - Effective August 1, 2027, the cost for each punch of a card (or equivalent) shall be $6;
    - Effective August 1, 2029, the cost of each punch of a card (or equivalent) shall be $7; and
    - Effective August 1, 2031, the cost of each punch of a card (or equivalent) shall be $8.
- The County Manager will, after 30 days, bring a resolution to the Board for action on the proposed fees, along with community feedback received.

ADOPTED this 10th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

____
Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

____
Susana Chaparro, District 4, Vice-Chair **For/Against**

____
Gloria Gameros, District 2 **For/Against**

____
Shannon Reynolds, District 3 **For/Against**

____
Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

____
Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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Engineering and Roads Department	June 10, 2025
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	10
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION REAUTHORIZING THE STATE OF NEW MEXICO DEPARTMENT OF TRANSPORTATION, STATE APPROPRIATION C1212993, CARVER ROAD, C1233316, WESTMORELAND AVENUE, AND C1243278, WESTMORELAND AVENUE IN THE TOTAL AMOUNT OF $994,664.00, FROM THEIR ORIGINAL PURPOSE.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Engineering-Road Department requests the Board of County Commission reauthorize State Appropriation C1212993, C1233316, and C1243278 from the State of New Mexico Department of Transportation (NMDOT). The funds shall not be expended on the original purpose. Additionally, the Engineering-Road Staff is requesting the Board of County Commission delegate signature authority to the County Manager for all related documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution Reauthorization

SUMMARY OF FINANCIAL IMPACT

The budget for these appropriations have been included in the FY2026 Budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Cindy Beakley, Administrative Assistant	Created/Initiated - 5/19/2025
Mo Moabed, County Engineer	Approved - 5/23/2025
Asma Dawood, Finance Director	Approved - 5/27/2025
Lucio Luttrell, Budget and Research Officer	Final Approval - 6/2/2025

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:** 6/13/2025

Doña Ana County

Engineering-Road Department

Executive Summary

Meeting Date: June 10, 2025

Agenda Item Title: 2025 New Mexico Department of Transportation Capital Outlay Reappropriation Projects

Overview:

During the Laws of 2025, the Legislature reauthorized/reappropriated the balance of approximately $994,664.00 in funding under Appropriation C1212993, C1233316, C1243278 and changed the purpose and extended the expenditure period and reversion date.

The initial purpose of **Appropriation C1212993, $500,000.00** (balance is $269,664.00) Carver Road, was to “plan, design, construct and improve Carver Road in Dona Ana County”. The purpose has been changed to “to plan, design, construct and improve Carver Road in Don Ana County, which may include drainage improvements and the acquisition of rights of way. The expenditure is extended through fiscal year 2027.

The initial purpose of **Appropriation C1233316**, **$275,000.00,** Westmoreland Avenue, was to “acquire rights of way and to plan, design and construct road, drainage and utility improvements along Westmorland Avenue in Dona Ana County”. The purpose has been changed to “to acquire rights of way, and to plan, design and construct road, drainage and utility improvements in the **area** of Westmoreland Avenue in Dona Ana County”. The expenditure is extended through fiscal year 2027.

The initial purpose of **Appropriation C1243278, $450,000.00**, Westmoreland Avenue, was to “to acquire rights of way for and to plan, design, construct and install road, drainage and utility improvements along Westmoreland Avenue in Dona Ana County”. The purpose has changed to “to acquire rights of way for and to plan, design, construct and install road, drainage and utility improvements in the **area** of Westmoreland Avenue”. The expenditure is extended through fiscal year 2028.

Action Requested: Doña Ana County Engineering-Road staff is requesting approval of the reauthorization by resolution and to delegate signature authority to the County Manager for all associated documents. Staff is prepared to begin work on the projects as soon as the grant agreements are fully executed.

RESOLUTION NO.___
DOÑA ANA COUNTY

RESOLUTION REAUTHORIZING FUNDING FROM THE STATE OF NEW MEXICO DEPARTMENT OF TRANSPORTATION. APPROVING DOÑA ANA COUNTY'S PARTICIPATION IN THE CAPITAL OUTLAY PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR ONE (1) 2021 CAPITAL APPROPRIATION, ONE (1) 2023 CAPITAL APPROPRIATION AND ONE (1) 2024 CAPITAL APPROPRIATION AGREEMENT

WHEREAS, the County of Doña Ana and the New Mexico Department of Transportation enter into a Capital Appropriation Agreement for one (1) project allocated in the Laws of 2021 Appropriation for 1**) Carver Road Improvements,** in the Laws of 2023 Appropriation for 1) **Westmoreland Avenue Improvements**, and in the Laws of 2024 for 1) **Westmoreland Avenue Improvements**; and

WHEREAS, the County of Doña Ana desires to accept this Agreements for Capital Outlay projects described in the Laws of 2025 as follows;

1) **Carver Road improvements-**DFA Appropriation ID J4112, NMDOT Control Number C1212993, unexpended balance of $500,000.00, APPROPRIATION REVERSION DATE: 6/30/2027.
   Laws of 2025, Chapter 158, SB425, Section 114, Subsection 34 of Section 33 of Chapter 138 of Laws 2021 to plan, design, and construct and improve Carver Road in Dona Ana County, may include drainage improvements and the acquisition of rights of way. The expenditure is extended through fiscal year 2027.
2) **Westmorland Avenue Area improvements-**DFA Appropriation ID J4117, NMDOT Control Number C1233316, $275,000.00, Appropriation Reversion Date: 6/30/2027.
   Laws of 2025, Chapter 158, SB425, Section 119, Subsection 50 of Section 33 of Chapter 199 of Laws 2023 to acquire rights of way and to plan, and construct road, drainage and utility improvements along Westmoreland Avenue in Dona Ana County shall not be expended for the original purpose but is changed to acquire rights of way and to plan, design and construct road, drainage and utility improvements in the area of Westmoreland Avenue in Dona Ana County.
3) **Westmoreland Avenue Area improvements-**DFA Appropriation ID J4118, NMDOT Control Number C1243278, $450,000.00, Appropriation Reversion Date: 6/30/2028.
   Laws of 2025, Chapter 158, SB425, Section 120, Subsection 48 of Section 33 of Chapter 66 of Laws 2024 to acquire rights of way for and to plan, design construct and install road, drainage and utility improvements along Westmoreland Avenue in Dona Ana County shall not be expended for the original purpose but is changed to acquire rights of way for and to plan, design, construct and install road, drainage and utility improvements in the area of Westmoreland Avenue in Doña Ana County.

WHEREAS; New Mexico Department of Transportation's share shall be 100% and Doña Ana County's proportional matching share shall be 0%. Doña Ana County shall pay all costs, which exceed the total amount of allocated funds; and

WHEREAS; the agreement C1212993 and C1233316 terminates on **June 30, 2027 (Laws of 2025),** agreement C1243278 terminates on **June 30, 2028 (Laws of 2025)** and the County of Doña Ana incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement; and

WHEREAS; the County of Doña Ana by this resolution and budget commitment, supports the listed projects including assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the project; and

NOW THEREFORE LET IT BE RESOLVED that the Board of Commissioners of the County of Doña Ana shall enter into Cooperative Agreement for Capital Outlay **(Laws of 2025)** with the New Mexico Department of Transportation for all projects located and are within control of the County of Doña Ana, New Mexico for projects further identified as; 1**) Carver Road improvements – Control No. C1212993-J4112,** 2) **Westmoreland Avenue Area improvements-Control No. C1233316-J4117**, 3) **Westmoreland Avenue Area improvements-Control No. C1243278-J4118** and authorizes the County Manager to sign all related documents.

Resolved in the Board session this 10th Day of June 2025

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Engineering and Roads Department	June 10, 2025
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager, Dan Sambrano, Roads Superintendent	11
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE SUBMISSION OF U.S. DEPARTMENT OF TRANSPORTATION SAFE STREETS AND ROADS FOR ALL (SS4A) COMPETITIVE GRANT FOR UP TO $17,500,000 (UP TO $3,500,000 COST SHARE) TO IMPLEMENT RECOMMENDATIONS OF DOÑA ANA COUNTY COMPREHENSIVE ROADWAY SAFETY ACTION PLAN.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Approve submission of U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Competitive Grant for up to $17,500,000 (up to $3,500,000 cost share) to Implement Recommendations of Doña Ana County Comprehensive Roadway Safety Action Plan. This is a follow up to the consent agenda item approved by the BOCC on April 22, 2025, wherein a resolution adopting the action plan passed.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SS4A Implementation Grant Summary

SUMMARY OF FINANCIAL IMPACT

Cost share of up to $3,500,000 would come out of County Reserves.

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 6/4/2025
Lucio Luttrell, Budget and Research Officer	Approved - 6/5/2025
Stephen Lopez, Assistant County Manager	Final Approval - 6/5/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County

County Manager

Executive Summary

Meeting Date:	June 10, 2025
Agenda Item Title:	Approve submission of U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Competitive Grant for up to $17,500,000 (up to $3,500,000 cost share) to Implement Recommendations of Doña Ana County Comprehensive Roadway Safety Action Plan.

Background:

Approve submission of U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Competitive Grant for up to $17,500,000 (up to $3,500,000 cost share) to Implement Recommendations of Doña Ana County Comprehensive Roadway Safety Action Plan over a term up to five years. This is a follow up to the consent agenda item approved by the BOCC on April 22, 2025, wherein a resolution adopting the action plan passed. Board approval requested given the amount of cost share.

A request for approval of acceptance of the award will come forward if competitively selected.

Federal Request:
Up to $14,000,000

Cost Share:
Up to $3,500,000 from county reserves to placed on hold by the budget office until notice of grant award or decline.

Total Project Cost:
Up to $17,500,000

Action Requested:
Approval by the Board of County Commissioners to submit and reserve required cost share until award outcome.

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office	June 10, 2025
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	12
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION TO APPROVE RESTRUCTURE OF THE UTILITIES AND ENGINEERING/ROAD DEPARTMENTS INTO A DEPARTMENT OF PUBLIC WORKS.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

This is a request for the Board of County Commissioners to approve the reconstitution of the Department of Public Works. This will be made up of Engineering, Roads, and Utilities.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution on Public Works Department

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Stephen Lopez, Assistant County Manager	Created/Initiated - 6/5/2025
Stephen Lopez, Assistant County Manager	Final Approval - 6/5/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: 06/10/2025

Agenda Item Title: Resolution to approve restructure of the Utilities and Engineering/Road Departments into a Department of Public Works.

Overview:

This is a request for the Board of County Commissioners to approve the reconstitution of the Department of Public Works. This will be made up of Engineering, Roads, and Utilities. There will be a Director of Public Works (reclassifying from an existing position), and each specialty area will have an Assistant Director in charge. The Resolution also identifies the Assistant Director of Roads as the Roads Superintendent pursuant to statute.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025-_______

WHEREAS, the Board of County Commissioners adopted a Strategic Plan that includes Reliable Transportation and Basic Needs for Health & Safety as two of the seven Vital Conditions; and

WHEREAS, the County currently maintains an Engineering/Road Department and an Utilities Department who are responsible for significant portions of the aforementioned Vital Conditions; and

WHEREAS, the work of these departments frequently overlaps, especially when it comes to underground infrastructure along road corridors; and

WHEREAS, the County benefits from having a coordinated effort between Engineering, Road, and Utility projects, especially as it relates to growth in the County; and

WHEREAS, the County previously combined all of these in a Department of Public Works;

NOW THEREFORE, be it resolved by the Board of County Commissioners that:

- The Board authorizes the re-constitution of the Engineering, Road, and Utility departments and functions into a Department of Public Works;
- The new Department will have a Director overseeing all areas, and will be supported by Assistant Directors in charge of each specialty area of Engineering, Roads, and Utilities;
- The Director of Public Works must have formal education and experience in at least one of the specialty areas;
- The Assistant Director of Roads will also be the County Road Superintendent, pursuant to §67-4-3 NMSA 1978, et seq., and shall have the powers and authorities established therein;
- The Assistant Director of Utilities must be a licensed water and wastewater operator; and
- The Assistant Director of Engineering must be a licensed Professional Engineer, and will serve as the County Engineer.

The County Manager is hereby authorized to establish necessary policies and procedures for carrying out this resolution, as well as to sign all documents and agreements necessary to accomplish this purpose.

ADOPTED this 10th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice-Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

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Media & Public Communications **Initiating Department**	June 10, 2025 **Meeting Date**
Scott Andrews, County Manager **Contact Person**	13 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

PROCLAIM JUNE 19TH AS JUNETEENTH IN DOÑA ANA COUNTY

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

A proclamation honoring Juneteenth in Doña Ana County. Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proclamation

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager	Created/Initiated - 5/29/2025
Stephen Lopez, Assistant County Manager	Final Approval - 6/4/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Proclamation

Doña Ana County
State of New Mexico

WHEREAS, Juneteenth is also known as Freedom Day or Emancipation Day and is a significant historical and cultural observance commemorating the emancipation of enslaved African Americans in the United States; and

WHEREAS, President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863. However, the enslaved population in Texas and New Mexico did not learn of their freedom until Union troops, led by General Gordon Granger, arrived in Galveston, Texas on June 19, 1865, to enforce it; and

WHEREAS, Juneteenth represents a pivotal moment in our nation's history, symbolizing the end of the enslavement and ownership of human beings as property, and the beginning of an ongoing struggle towards racial justice and equality; and

WHEREAS, Juneteenth also provides an opportunity to reflect on the challenges, achievements, and contributions of African Americans throughout history, recognizing their resilience, creativity, and enduring spirit in the face of adversity and oppression; and

WHEREAS, Juneteenth celebrations and activities aim to foster unity, promote cultural understanding, and encourage dialogue about the history and remnants of slavery in America; and

WHEREAS, we encourage residents to observe this day and participate in the events hosted by the City of Las Cruces, New Mexico State University, the NAACP and other organizations who gather to celebrate the progress we have made as a nation, while recognizing the work that still lies ahead.

NOW THEREFORE, I, Scott Andrews, County Manager of Doña Ana County, do hereby proclaim the 19th of June as

Juneteenth

Signed this 10th day of June, two thousand and twenty-five

Scott Andrews
County Manager

Update on Illegal Dumping Reporter

Rebecca Martin, GIS Admin

Doña Ana County

Overview

- Old application
- ArcGIS Solutions
- Illegal dumping hub

Doña Ana County

Old Application

- Very useful in its time
- Outdated
- Waiting on Data extraction
- Operating system dependent

Doña Ana County

ArcGIS solutions

- Industry specific configurations for ArcGIS
- Easily configurable
- Built on software that we already have

Citizen Problem reporter

- Solicit non-emergency requests (for example, blight, graffiti, trash, potholes, clogged drains, and flooding) from the general public.

Illegal dumping hub

- Review previous reports
- Make a report
- View latest news/upcoming events
- Get dumpsite information
- Includes contact information

https://no-throw-donaana.hub.arcgis.com/

Doña Ana County

Make a report

- Scan QR code
- Click on link on hubsite
- Call No-Thow number

Doña Ana County

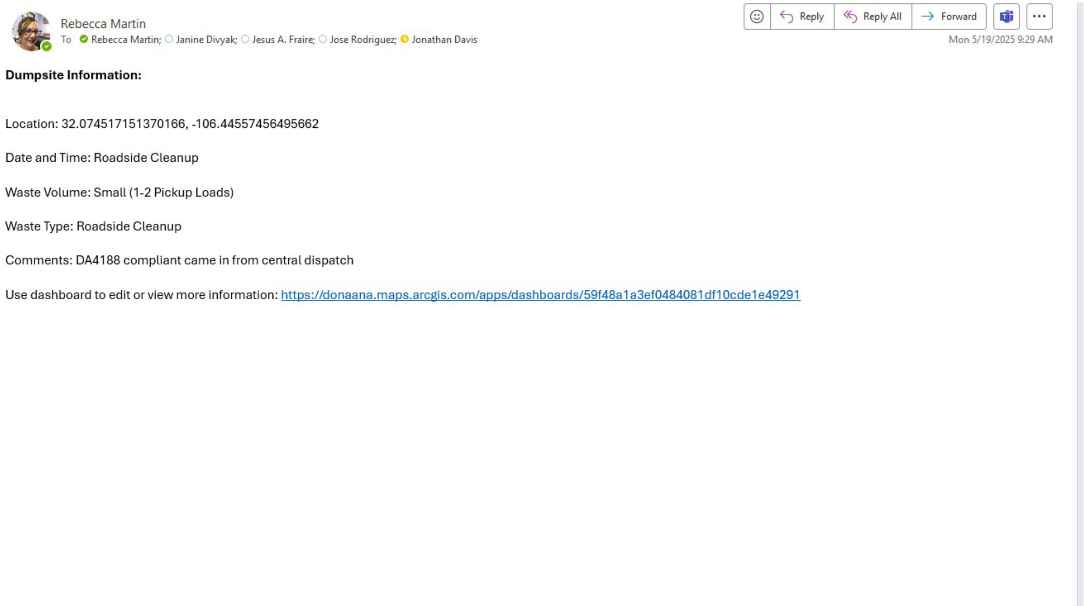
What does it look like?

[No Throw Reporter Link]

Doña Ana County

What happens when report is made?

- Email is triggered
- Dashboard is updated with the information


Rebecca Martin
To Rebecca Martin; Janine Divyak; Jesus A. Fraire; Jose Rodriguez; Jonathan Davis
Reply Reply All Forward
Mon 5/19/2025 9:29 AM

Dumpsite Information:

Location: 32.074517151370166, -106.44557456495662

Date and Time: Roadside Cleanup

Waste Volume: Small (1-2 Pickup Loads)

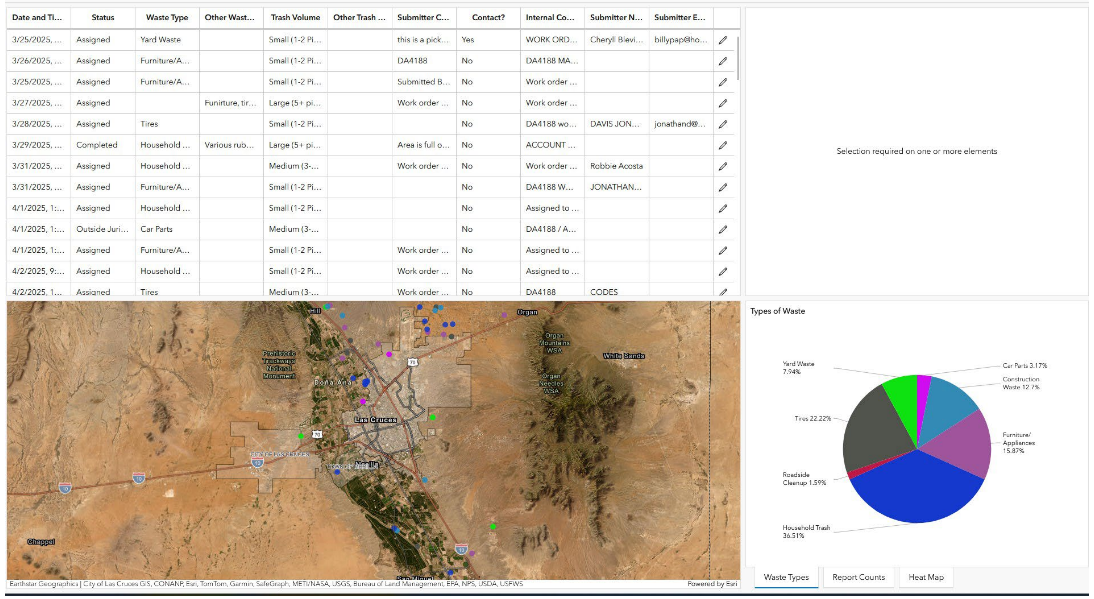
Waste Type: Roadside Cleanup

Comments: DA4188 compliant came in from central dispatch

Use dashboard to edit or view more information: https://donaana.maps.arcgis.com/apps/dashboards/59f48a1a3ef0484081df10cde1e49291

Doña Ana County

Dashboard



- Manage reports
- View metrics

[Link to Dashboard]

Doña Ana County

What's next

- Field maps app
- Automate monthly reports
- Work with Codes to change/add any necessary fields

Questions?

Doña Ana County

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
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Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Clerk's Office	June 10, 2025
Initiating Department	**Meeting Date**
Brandi Delgado, Administrative Assistant	15
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

REGULAR MEETING MINUTES FOR MAY 27, 2025

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Board of County Commissioners is asked to approved the draft minutes from the May 27, 2025, meeting.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Draft Minutes

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 5/29/2025

DOCUMENT CONTROL

For Signature: Yes	**For Recording:** Yes	**Deadline for Return:**

REGULAR MEETING MINUTES

Chair Christopher Schaljo-Hernandez called the **Regular Meeting** of the Doña Ana County Board of County Commissioners to order **at 9:00 a.m., on Tuesday May 27, 2025** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

Time: 9:00:25

Invocation

Time: 9:00:35

Led by Rabbi Bery Schmukler, Chabad Jewish Center

Pledge of Allegiance

Time: 9:02:40

Led by Chair Schaljo-Hernandez

Roll Call of Commission Members Present and Determination of Quorum

Time: 9:03:05

Led by Brandi B. Delgado, Administrative Assistant

District 2: Gloria Gameros, Commissioner- Present
District 3: Shannon Reynolds, Commissioner- Absent
District 5: Manuel Sanchez, Commissioner- Present
District 4: Susana Chaparro, Vice-Chair- Present at 9:05:20
District 1: Christopher Schaljo-Hernandez, Chair- Present

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

CHANGES TO THE AGENDA: Scott Andrews, County Manager

Time: 9:03:35

In order to listen to Changes to the Agenda go to:
https://youtu.be/Gnpc0p4YRB8?t=882

There were no changes made to the agenda

CONSENT AGENDA

Time: 9:03:50

In order to listen to Consent Agenda go to:
https://youtu.be/Gnpc0p4YRB8?t=894

1.	Doña Ana County Treasurer's Financial Report for the month of February 2025	Marisol Richardson, County Treasurer
2.	Extend the Term of an Internal Audit Advisory Committee Member	Ernest Budden, Internal Auditor

3.	**Resolution** amending Resolution No.2025-17 Designating Representatives for the New Mexico County Insurance Authority	Cari Neill, Deputy County Attorney
	RESOLUTION NO. 2025-57	
4.	Approve the use of New Mexico Statewide pricing agreement with Dell Marketing L.P. to purchase county computer replacements in the estimated amount of $400,000.00	Kent English, IT Director
5.	Accept New Mexico Department of Transportation First Amendment Agreement for $3,125,000 from State Appropriations for the Brahman Diversion Channel Flood Project	John Gwynne, Flood Director
	RESOLUTION NO. 2025-58	
6.	Approval to use State Contract with Code 3 Service to purchase communications and radio equipment, parts, accessories and approval to use Sourcewell Contract to purchase fire equipment	Andrew Bowen, Interim Fire Chief
7.	Approve a change order in the amount of $19,033.80 for DAC Contract # 24-152 Adult & Juvi HVAC Preventative Maintenance & Repair with TRANE U.S. Inc	Bryan Baker, Detention Center Director
8.	Award request for proposal #25-0027 to Souder, Miller, & Associates, Inc., Horrocks LLC, WSP USA Inc. and Smith Engineering Company for providing engineering services on County projects	Stephen Lopez, Assistant County Manager
9.	Approval to apply for an FAA grant to update the Airport Master Plan for a total project cost of $909,137	William Provance, Jetport Manager
10.	Accept a grant agreement in the amount of $714,972.66 for the acquisition and development of affordable housing units benefiting low- and moderate-income households along with associated Budget Revision and **Resolution**	Robert Herrera, Facilities & Services, Director
	RESOLUTION NO. 2025-59	
11.	Award project contract to Grass Masters LLC through CES in the amount not to exceed $300,000.00 to perform renovations on the Softball Fields at Colquitt Park in Chaparral, NM	Robert Herrera, Facilities & Services, Director
12.	Approval to increase procurement threshold of contract #22-024 for on-call Plumbing services awarded to A-Z Plumbing $150,000 to $300,000	Robert Herrera, Facilities & Services, Director
13.	Award project contract to Global Maven Enterprises, LLC through CES in the amount not to exceed $625,583.96 to perform interior renovations to Fire Station #55 located at the Dona And County Jetport	Robert Herrera, Facilities & Services, Director

Motion to approve consent agenda items 1-13 by Commissioner Sanchez

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Absent
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve consent agenda passed with a vote of 3-0

PUBLIC INPUT

Time: 9:05:10

In order to listen to Public Input go to:
https://youtu.be/Gnpc0p4YRB8?t=974

COMMISSION INPUT

Time: 9:30:50

In order to listen to Commission Input go to:
https://youtu.be/Gnpc0p4YRB8?t=2515

COUNTY ELECTED OFFICIALS' INPUT

Time: 9:44:25

In order to listen to County Elected Officials Input go to:
https://youtu.be/Gnpc0p4YRB8?t=3330

STAFF INPUT

Time: 9:49:00

In order to listen to Staff Input go to:
https://youtu.be/Gnpc0p4YRB8?t=3607

COMMISSION-APPOINTED BOARD REPORT BACKS

Time: 10:31:00

In order to listed to Commission Appointed Board Report Backs go to:
https://youtu.be/Gnpc0p4YRB8?t=6125

Note: At 10:29:30 Commissioner Sanchez stepped away

MINUTES

14. Regular Meeting Minutes for May 13, 2025 — Brandi Delgado, Administrative Assistant

Time: 10:32:30

In order to listen to Minutes go to:
https://youtu.be/Gnpc0p4YRB8?t=6215

Motion to approve Regular Meeting Minutes for May 13, 2025 by Commissioner Gameros

Second by Chair Schaljo-Hernandez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Absent
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve minutes passed with a vote of 3-0

APPROVALS

15. **Resolution** approving the Fiscal Year 2026 Preliminary Budget — Lucio Luttrell, Budget and Research Officer

Time: 10:33:10

In order to listen to Resolution go to:
https://youtu.be/Gnpc0p4YRB8?t=6256

Motion to approve a Resolution approving the Fiscal Year 2026 Preliminary Budget by Chair Schaljo-Hernandez

Second by Commissioner Chaparro

Note: At 10:55:45 Vice Chair Chaparro left the meeting

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Absent
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve resolution passed with a vote of 3-0

RESOLUTION NO. 2025-60

16. Request to increase Security Transport Services Inc. contract # 25-129 by $75,000 for a total of $150,000.00 for FY25 — Kim Stewart, Sheriff

Time: 10:56:15

In order to listen to request to increase go to:
https://youtu.be/Gnpc0p4YRB8?t=7640

Motion to request to increase Security Transport Services Inc. contract # 25-129 by $75,000 for a total of $150,000.00 for FY25 by Commissioner Sanchez

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Absent
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve increase passed with a vote of 3-0

17. Award project contract to ESA Construction in the amount not to exceed $3,136,351.38 to perform renovations and additions to Fire Station #12 in Fairacres — Robert Herrera, Facilities & Services, Director

Time: 10:58:45

In order to listen to Contract go to:
https://youtu.be/Gnpc0p4YRB8?t=7790

Motion to award a project contract to ESA Construction in the amount not to exceed $3,136,351.38 to perform renovations and additions to Fire Station #12 in Fairacres by Chair Schaljo-Hernandez

Second by Commissioner Sanchez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Absent
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve contract passed with a vote of 3-0

<u>HEARINGS and ORDINANCES</u>

18. Preliminary Plat approval for a Type III Subdivision to be known as Nevarez Estates Subdivision — Christina Ainsworth, Community Development Director

Time: 11:02:30

In order to listen to preliminary plat approval go to:
https://youtu.be/Gnpc0p4YRB8?t=8016

Motion to approve a preliminary Plat approval for a Type III Subdivision to be known as Nevarez Estates Subdivision by Commissioner Sanchez

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Absent
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve preliminary plat passed with a vote of 3-0

COMMISSION INPUT (FOLLOW-UP)

Time: 11:06:20

In order to listen to Commission Input Follow-Up go to:
https://youtu.be/Gnpc0p4YRB8?t=8246

CORRESPONDENCE

19. Correspondence received by Doña Ana County — Brandi Delgado, Administrative Assistant

Time: 11:08:00

In order to listen to Correspondence go to:
https://youtu.be/Gnpc0p4YRB8?t=8346

1. Estate of Paul Barela vs DAC

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding the purchase, acquisition or disposal of real property and water rights, as authorized by the Open Meetings Act, Section 10-15-1(H)(8) (NMSA 1978)

Time: 11:08:15

In order to listen to the motion to go into Closed Session go to:
https://youtu.be/Gnpc0p4YRB8?t=8361

Motion to go into closed session regarding the purchase, acquisition or disposal of real property and water rights, as authorized by the Open Meetings Act, Section 10-15-1(H)(8) (NMSA 1978) by Commissioner Sanchez

Second by Chair Schaljo-Hernandez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Absent
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to go into closed session passed with a vote of 3-0

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

Time: 12:35:25

In order to listen to the comment to return from Closed Session go to:
https://youtu.be/Gnpc0p4YRB8?t=13594

Note: Let the record reflect that nothing was discussed in closed session other than the items identified in the motion to go into closed session

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

Time: 12:35:40

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, Chair, District 1	For/Against
Susana Chaparro , Vice Chair, District 4	For/Against
Gloria Gameros, Commissioner, District 2	For/Against
Shannon Reynolds, Commissioner, District 3	For/Against
Manuel A. Sanchez, Commissioner, District 5	For/Against

ATTEST:

Amanda López Askin, Ph.D. County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office	June 10, 2025
Initiating Department	**Meeting Date**
Stephen Lopez, Assistant County Manager	16
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

AUTHORIZING ALLOCATION OF UP TO $1,350,000 FROM THE HOSPITAL LEASE FUNDS TO DAC FIRE RESCUE FOR EMERGENCY MEDICAL SERVICES VEHICLES AND EQUIPMENT, PLUS $1,200,000 TO THE CITY OF LAS CRUCES, THE TOWN OF MESILLA, AND THE CITY OF SUNLAND PARK IN THE FORM OF GRANTS TO SUPPORT FIRE-BASED EMERGENCY MEDICAL SERVICES CAPACITY BUILDING.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Authorizes allocation of $1,350,000 to DAC Fire Rescue from the Hospital Lease fund to purchase rescue vehicles, cardiac monitors, and autopulse equipment to build capacity for Fire-based emergency medical services. Authorizes the County Manager to establish a grant program to help the City of Las Cruces, the Town of Mesilla, and the City of Sunland Park with first-year costs associated with moving to a Fire-based emergency medical services model; authorizes allocating up to $1,200,000 from the Hospital Lease fund for this purpose.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

SUMMARY OF FINANCIAL IMPACT

The $1.2m will come out of the Hospital Lease Fund Reserves and will be included in the FY26 Final Budget Approval. There is currently $14.3m in the Hospital Lease fund and $4.0m in the Hospital Revenue fund for a total of $18.3m.

ADMINISTRATIVE REVIEW AND APPROVAL

Stephen Lopez, Assistant County Manager	Created/Initiated - 6/2/2025
Lucio Luttrell, Budget and Research Officer	Approved - 6/3/2025
Stephen Lopez, Assistant County Manager	Final Approval - 6/3/2025

DOCUMENT CONTROL

For Signature: No **For Recording:** No **Deadline for Return:**

Doña Ana County
Executive Summary

Meeting Date: 06/10/2025

Agenda Item Title: Authorizing allocation of up to $1,350,000 from the Hospital Lease funds to DAC Fire Rescue for emergency medical services vehicles and equipment, plus up to $1,200,000 to the City of Las Cruces, the Town of Mesilla, and the City of Sunland Park in the form of grants to support Fire-based emergency medical services capacity building.

Overview:

This is a Resolution for the Board of County Commissioners to approve the allocation of $1,350,000 to DAC Fire Rescue for the purchase of rescue vehicles ($958,210) and cardiac monitors and autopulse equipment ($391,790) to support the transition to Fire-based emergency medical services (EMS). Further authorizes the establishment of a grant program to the the City of Las Cruces for help in obtaining two additional rescue transport vehicles, the Town of Mesilla with hiring two emergency medical technicians, and the City of Sunland Park with covering final costs for a rescue transport vehicle along with hiring of two emergency medical technicians. Providing this grant program is consistent with the County's Strategic Plan, Vital Condition of Basic Needs for Health & Safety, and would only apply to first-year costs associated with transitioning to a Fire-based emergency medical services system.

American Medical Response has tendered a request for $5,230,000 in subsidies for the next year of operation, or else they are giving their 120-day notice of termination of the current contract. The City of Las Cruces, who holds the contract, has notified AMR that they accept the 120-day notice. As such, all emergency medical transport will be the responsibilities of the fire departments/personnel throughout Doña Ana County. This action is being brought forward now to allow the jurisdictions to begin procurement and hiring within the 120-day notice period in order to best position all response partners for the transition to Fire-based EMS.

STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

RESOLUTION NO. 2025-_______

WHEREAS, the Board of County Commissioners has established a Strategic Plan to guide efforts and expenditures; and

WHEREAS, the County's Strategic Plan includes the vital condition of Basic Needs for Health & Safety, with pre-hospital emergency medical services (EMS) being a main component; and

WHEREAS, American Medical Response (AMR) is currently contracted by the City of Las Cruces (City) to provide EMS throughout the County; and

WHEREAS, the Board of County Commissioners and the Las Cruces City Council held a joint work session on March 10, 2025 to discuss ambulance service performance; and

WHEREAS, data was provided during that meeting showing that the local fire departments are already having to carry an increasing volume of calls due to inability of AMR to meet the demand; and

WHEREAS, liquidated damages exceeding $3 million have been assessed by the City against AMR for failure to meet requirements stipulated in the contract; and

WHEREAS, AMR has provided notice to the City of Las Cruces on May 23, 2025 that is requesting a subsidy of $5,230,000 for the second year of the contract; and

WHEREAS, the County has been the entity paying for the subsidies in the current and past years; and

WHEREAS, the County Fire Rescue Department's Certificate of Public Convenience and Necessity is leased to AMR in order to allow them to operate, and such lease prevents County Fire Rescue from being able to charge for the services it provides on calls; and

WHEREAS, an investment of far less than $5 million in a single year will allow the fire departments across the County to have more transport-capable rescue vehicles/ambulances available than AMR has fielded; and

WHEREAS, it is the recommendation of the County Manager and staff that the best path forward to ensure the Board's goal is met for pre-hospital EMS is to transition to a Fire-based model; and

WHEREAS, the first year of such operation will require strong commitment and mutual support among the professional fire services, to include the County Fire Rescue Department, the Las Cruces Fire Department, the Town of Mesilla Fire Department, and the Sunland Park Fire Department;

NOW THEREFORE, be it resolved by the Board of County Commissioners that:

- Up to $1,350,000 is to be transferred from the Hospital Lease Fund to DAC Fire Rescue for the purpose of purchasing three (3) Type 1 Rescue Vehicles/ambulances ($958,210 total), plus seven (7) cardiac monitors and autopulse devices ($391,790 total).
- The County Manager is directed to establish a grant program to assist the Las Cruces Fire Department, Town of Mesilla Fire Department, and Sunland Park Fire Department in obtaining equipment and/or staff to help cover costs associated with getting underway with the first year of Fire-based EMS. The Board authorizes allocation of up to $1,200,000 from the Hospital Lease Fund for this purpose.
- The Board authorizes the County Manager or designee to support private ambulance services providing inter-facility transfers to avoid reducing availability on emergency transport services. Memorandums of Understanding (MOUs, or equivalent) established with private ambulance services may include provisions for them to participate in responses to mass casualty incidents upon the request of County Fire Rescue.
- The County Fire Rescue Department is authorized to establish MOUs with municipal fire departments to allow them to operate under the County's Certificate of Public Convenience and Necessity and to use County-contracted billing services for cost recovery.

The County Manager is hereby authorized to establish necessary policies and procedures for carrying out this resolution, as well as to sign all documents and agreements necessary to accomplish this purpose.

ADOPTED this 10th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

Susana Chaparro, District 4, Vice-Chair **For/Against**

Gloria Gameros, District 2 **For/Against**

Shannon Reynolds, District 3 **For/Against**

Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office	June 10, 2025
Initiating Department	**Meeting Date**
Chris P. Muirhead, Asma Dawood, Finance Director, Lucio Luttrell, Budget and Research Officer, Cari Neill, Deputy County Attorney	17
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE RESOLUTION FOR G.O. BOND QUESTION TO BE PLACED ON THE NOVEMBER 2025 ELECTION BALLOT

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

BOCC is asked to approve the resolution to place the G.O. Bond Election question on the November 2025 ballot.
Voter approved G. O. Bonds, not to exceed $140 million, to be used for economic development, strategic planning, quality of life, fairgrounds, recreational facilities, county buildings and management shall engage with the public for community feedback and desired projects.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive summary
Presentation
Resolution

SUMMARY OF FINANCIAL IMPACT

Voter approved G. O. Bonds, not to exceed $140 million. G. O. Bonds may be issued and sold at various times, as the need arises.

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager	Created/Initiated - 6/5/2025
Asma Dawood, Finance Director	Approved - 6/5/2025
Lucio Luttrell, Budget and Research Officer	Approved - 6/5/2025
Deborah Weir, Assistant County Manager	Final Approval - 6/6/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date: **June 10, 2025**

Agenda Item Title: **G.O. Bond Election Resolution**

Overview:

G.O. Bond Election Resolution to get the G.O. Bond question on the November 2025 ballot.

Voter approved G. O. Bonds, not to exceed $140 million, to prioritize economic development, strategic planning, quality of life, to design, construct, equip and improve fairgrounds, recreational facilities, county buildings. County management shall engage with the public for community feedback and desired projects.

G. O. Bonds may be issued and sold at various times, as the need arises. In New Mexico, the voter approved bonds can be issued in multiple series over a maximum of four years.

The Board is asked to approve the G.O. Bond Election Resolution and delegate signature authority to the County Manager for all related documents.

DONA ANA COUNTY, NM

POSSIBLE GENERAL OBLIGATION BOND ELECTION AND ISSUANCE

JUNE 2025

HilltopSecurities
Investment Banking Solutions

G.O. BOND ISSUANCE ASSUMPTIONS

Bond Election…………………………………………………………………………………November 2025

Bond Issuance……………………………………………………………………….February – March 2026

First Interest Payment…………………………………………………………………………….March 1, 2027

First Principal Maturity………………………………………………………………......September 1, 2027

Final Principal Maturity…………………………………………………………………..September 1, 2045

EXISTING GENERAL OBLIGATION DEBT SERVICE – SERIES 2013

Fiscal Year Ended	General Obligation		
6/30	Principal	Interest	Total
2025	$ 340,000	$138,725	$ 478,725
2026	355,000	128,300	483,300
2027	370,000	117,425	487,425
2028	385,000	106,100	491,100
2029	400,000	94,325	494,325
2030	415,000	81,063	496,063
2031	435,000	65,100	500,100
2032	450,000	47,400	497,400
2033	470,000	29,000	499,000
2034	490,000	9,800	499,800
	$4,110,000	$817,238	$4,927,238

IMPACT OF NEW DEBT ISSUANCE

G.O. Bond Impact
based on Assessed Value of $6 Billion

Total Levy for Debt Service	Additional Levy Rate (per $1,000) (1)	Annual Debt Service on New Issuance (2)	New Issue Size
$1.3827	$1.3017	$8.13 million	$100,000,000
$1.7183	$1.6373	$10.10 million	$125,000,000
$1.9196	$1.8386	$11.28 million	$140,000,000
$2.0538	$1.9728	$12.07 million	$150,000,000
$2.3223	$2.2413	$13.65 million	$170,000,000

(1) Increase above $0.081 for Tax Year 2024

(2) Based on 20 year debt service and 4.60% interest rate

IMPACT OF NEW DEBT ISSUANCE ON INDIVIDUAL PROPERTY

		Home Market Value - $285,000 Taxable Value (1/3 of Market Value) - $94,050	
New Issue Size	Increase in Levy Rate (1)	Annual Increase	Monthly Increase
$100,000,000	$1.3017	$122.42	$10.20
$125,000,000	$1.6373	$153.99	$12.83
$140,000,000	$1.8386	$172.92	$14.41
$150,000,000	$1.9728	$185.54	$15.46
$170,000,000	$2.2413	$210.80	$17.57

(1) Increase above $0.081 for Tax Year 2024

Schedule 1

Dona Ana County, NM

$100 million Issuance

Preliminary / Subject to Change

FYE 6/30	Existing Debt	Series 2026 3/1/2026 - 4.60% Principal	Interest	Total	AGGREGATE Debt Service	Mill Rate [1]	FYE 6/30
2026	$ 483,300	$ -	$ -	$ -	$ 483,300	0.0822	2026
2027	487,425	-	4,600,000	4,600,000	5,087,425	0.8652	2027
2028	491,100	3,110,000	4,528,470	7,638,470	8,129,570	1.3826	2028
2029	494,325	3,250,000	4,382,190	7,632,190	8,126,515	1.3821	2029
2030	496,063	3,400,000	4,229,240	7,629,240	8,125,303	1.3819	2030
2031	500,100	3,560,000	4,069,160	7,629,160	8,129,260	1.3825	2031
2032	497,400	3,730,000	3,901,490	7,631,490	8,128,890	1.3825	2032
2033	499,000	3,905,000	3,725,885	7,630,885	8,129,885	1.3826	2033
2034	499,800	4,085,000	3,542,115	7,627,115	8,126,915	1.3821	2034
2035		4,790,000	3,337,990	8,127,990	8,127,990	1.3823	2035
2036		5,015,000	3,112,475	8,127,475	8,127,475	1.3822	2036
2037		5,250,000	2,876,380	8,126,380	8,126,380	1.3820	2037
2038		5,500,000	2,629,130	8,129,130	8,129,130	1.3825	2038
2039		5,755,000	2,370,265	8,125,265	8,125,265	1.3818	2039
2040		6,030,000	2,099,210	8,129,210	8,129,210	1.3825	2040
2041		6,310,000	1,815,390	8,125,390	8,125,390	1.3819	2041
2042		6,610,000	1,518,230	8,128,230	8,128,230	1.3824	2042
2043		6,920,000	1,207,040	8,127,040	8,127,040	1.3821	2043
2044		7,245,000	881,245	8,126,245	8,126,245	1.3820	2044
2045		7,590,000	540,040	8,130,040	8,130,040	1.3827	2045
2046		7,945,000	182,735	8,127,735	8,127,735	1.3823	2046
	$ 4,448,513	$ 100,000,000	$ 55,548,680	$ 155,548,680	$ 159,997,193		

Max Mill Rate Beginning in FY 2027:	1.3827
Change in Mill Rate from $0.081 Tax Year 2024:	1.3017

[1] Assumes tax collection rate of 98%, taxable assessed value of $6 billion

Schedule 2

Dona Ana County, NM

$125 million Issuance

Preliminary / Subject to Change

FYE 6/30	Existing Debt	Series 2026 3/1/2026 - 4.60% Principal	Interest	Total	AGGREGATE Debt Service	Mill Rate [1]	FYE 6/30
2026	$ 483,300	$ -	$ -	$ -	$ 483,300	0.0822	2026
2027	487,425	-	5,750,000	5,750,000	6,237,425	1.0608	2027
2028	491,100	3,950,000	5,659,150	9,609,150	10,100,250	1.7177	2028
2029	494,325	4,135,000	5,473,195	9,608,195	10,102,520	1.7181	2029
2030	496,063	4,325,000	5,278,615	9,603,615	10,099,678	1.7176	2030
2031	500,100	4,525,000	5,075,065	9,600,065	10,100,165	1.7177	2031
2032	497,400	4,740,000	4,861,970	9,601,970	10,099,370	1.7176	2032
2033	499,000	4,965,000	4,638,755	9,603,755	10,102,755	1.7182	2033
2034	499,800	5,195,000	4,405,075	9,600,075	10,099,875	1.7177	2034
2035		5,955,000	4,148,625	10,103,625	10,103,625	1.7183	2035
2036		6,235,000	3,868,255	10,103,255	10,103,255	1.7182	2036
2037		6,525,000	3,574,775	10,099,775	10,099,775	1.7176	2037
2038		6,835,000	3,267,495	10,102,495	10,102,495	1.7181	2038
2039		7,155,000	2,945,725	10,100,725	10,100,725	1.7178	2039
2040		7,490,000	2,608,890	10,098,890	10,098,890	1.7175	2040
2041		7,845,000	2,256,185	10,101,185	10,101,185	1.7179	2041
2042		8,215,000	1,886,805	10,101,805	10,101,805	1.7180	2042
2043		8,600,000	1,500,060	10,100,060	10,100,060	1.7177	2043
2044		9,005,000	1,095,145	10,100,145	10,100,145	1.7177	2044
2045		9,430,000	671,140	10,101,140	10,101,140	1.7179	2045
2046		9,875,000	227,125	10,102,125	10,102,125	1.7180	2046
	$ 4,448,513	$ 125,000,000	$ 69,192,050	$ 194,192,050	$ 198,640,563		

Max Mill Rate Beginning in FY 2027: 1.7183

Change in Mill Rate from $0.081 Tax Year 2024: 1.6373

[1] Assumes tax collection rate of 98%, taxable assessed value of $6 billion

Schedule 3

Dona Ana County, NM

$140 million Issuance

Preliminary / Subject to Change

FYE 6/30	Existing Debt	Series 2026 3/1/2026 - 4.60% Principal	Interest	Total	AGGREGATE Debt Service	Mill Rate [1]	FYE 6/30
2026	$ 483,300	$ -	$ -	$ -	$ 483,300	0.0822	2026
2027	487,425	-	6,440,000	6,440,000	6,927,425	1.1781	2027
2028	491,100	4,455,000	6,337,535	10,792,535	11,283,635	1.9190	2028
2029	494,325	4,665,000	6,127,775	10,792,775	11,287,100	1.9196	2029
2030	496,063	4,880,000	5,908,240	10,788,240	11,284,303	1.9191	2030
2031	500,100	5,105,000	5,678,585	10,783,585	11,283,685	1.9190	2031
2032	497,400	5,350,000	5,438,120	10,788,120	11,285,520	1.9193	2032
2033	499,000	5,600,000	5,186,270	10,786,270	11,285,270	1.9193	2033
2034	499,800	5,865,000	4,922,575	10,787,575	11,287,375	1.9196	2034
2035		6,650,000	4,634,730	11,284,730	11,284,730	1.9192	2035
2036		6,965,000	4,321,585	11,286,585	11,286,585	1.9195	2036
2037		7,290,000	3,993,720	11,283,720	11,283,720	1.9190	2037
2038		7,635,000	3,650,445	11,285,445	11,285,445	1.9193	2038
2039		7,995,000	3,290,955	11,285,955	11,285,955	1.9194	2039
2040		8,370,000	2,914,560	11,284,560	11,284,560	1.9191	2040
2041		8,765,000	2,520,455	11,285,455	11,285,455	1.9193	2041
2042		9,175,000	2,107,835	11,282,835	11,282,835	1.9188	2042
2043		9,610,000	1,675,780	11,285,780	11,285,780	1.9194	2043
2044		10,060,000	1,223,370	11,283,370	11,283,370	1.9189	2044
2045		10,535,000	749,685	11,284,685	11,284,685	1.9192	2045
2046		11,030,000	253,690	11,283,690	11,283,690	1.9190	2046
	$ 4,448,513	$ 140,000,000	$ 77,375,910	$ 217,375,910	$ 221,824,423		

Max Mill Rate Beginning in FY 2027: 1.9196

Change in Mill Rate from $0.081 Tax Year 2024: 1.8386

[1] Assumes tax collection rate of 98%, taxable assessed value of $6 billion

Schedule 4

Dona Ana County, NM

$150 million Issuance

Preliminary / Subject to Change

FYE 6/30	Existing Debt	Series 2026 3/1/2026 - 4.60% Principal	Interest	Total	AGGREGATE Debt Service	Mill Rate [1]	FYE 6/30
2026	$ 483,300	$ -	$ -	$ -	$ 483,300	0.0822	2026
2027	487,425	-	6,900,000	6,900,000	7,387,425	1.2564	2027
2028	491,100	4,795,000	6,789,715	11,584,715	12,075,815	2.0537	2028
2029	494,325	5,015,000	6,564,085	11,579,085	12,073,410	2.0533	2029
2030	496,063	5,250,000	6,327,990	11,577,990	12,074,053	2.0534	2030
2031	500,100	5,495,000	6,080,855	11,575,855	12,075,955	2.0537	2031
2032	497,400	5,755,000	5,822,105	11,577,105	12,074,505	2.0535	2032
2033	499,000	6,025,000	5,551,165	11,576,165	12,075,165	2.0536	2033
2034	499,800	6,305,000	5,267,575	11,572,575	12,072,375	2.0531	2034
2035		7,115,000	4,958,915	12,073,915	12,073,915	2.0534	2035
2036		7,450,000	4,623,920	12,073,920	12,073,920	2.0534	2036
2037		7,800,000	4,273,170	12,073,170	12,073,170	2.0533	2037
2038		8,170,000	3,905,860	12,075,860	12,075,860	2.0537	2038
2039		8,555,000	3,521,185	12,076,185	12,076,185	2.0538	2039
2040		8,955,000	3,118,455	12,073,455	12,073,455	2.0533	2040
2041		9,375,000	2,696,865	12,071,865	12,071,865	2.0530	2041
2042		9,820,000	2,255,380	12,075,380	12,075,380	2.0536	2042
2043		10,280,000	1,793,080	12,073,080	12,073,080	2.0532	2043
2044		10,765,000	1,309,045	12,074,045	12,074,045	2.0534	2044
2045		11,270,000	802,240	12,072,240	12,072,240	2.0531	2045
2046		11,805,000	271,515	12,076,515	12,076,515	2.0538	2046
	$ 4,448,513	$ 150,000,000	$ 82,833,120	$ 232,833,120	$ 237,281,633		

Max Mill Rate Beginning in FY 2027: 2.0538

Change in Mill Rate from $0.081 Tax Year 2024: 1.9728

[1] Assumes tax collection rate of 98%, taxable assessed value of $6 billion

Schedule 5

Dona Ana County, NM

$170 million Issuance

Preliminary / Subject to Change

FYE 6/30	Existing Debt	Series 2026 3/1/2026 - 4.60% Principal	Interest	Total	AGGREGATE Debt Service	Mill Rate [1]	FYE 6/30
2026	$ 483,300	$ -	$ -	$ -	$ 483,300	0.0822	2026
2027	487,425	-	7,820,000	7,820,000	8,307,425	1.4128	2027
2028	491,100	5,470,000	7,694,190	13,164,190	13,655,290	2.3223	2028
2029	494,325	5,720,000	7,436,820	13,156,820	13,651,145	2.3216	2029
2030	496,063	5,990,000	7,167,490	13,157,490	13,653,553	2.3220	2030
2031	500,100	6,265,000	6,885,625	13,150,625	13,650,725	2.3216	2031
2032	497,400	6,565,000	6,590,535	13,155,535	13,652,935	2.3219	2032
2033	499,000	6,875,000	6,281,415	13,156,415	13,655,415	2.3223	2033
2034	499,800	7,195,000	5,957,805	13,152,805	13,652,605	2.3219	2034
2035		8,045,000	5,607,285	13,652,285	13,652,285	2.3218	2035
2036		8,425,000	5,228,475	13,653,475	13,653,475	2.3220	2036
2037		8,820,000	4,831,840	13,651,840	13,651,840	2.3217	2037
2038		9,235,000	4,416,575	13,651,575	13,651,575	2.3217	2038
2039		9,670,000	3,981,760	13,651,760	13,651,760	2.3217	2039
2040		10,125,000	3,526,475	13,651,475	13,651,475	2.3217	2040
2041		10,605,000	3,049,685	13,654,685	13,654,685	2.3222	2041
2042		11,105,000	2,550,355	13,655,355	13,655,355	2.3223	2042
2043		11,625,000	2,027,565	13,652,565	13,652,565	2.3219	2043
2044		12,175,000	1,480,165	13,655,165	13,655,165	2.3223	2044
2045		12,745,000	907,005	13,652,005	13,652,005	2.3218	2045
2046		13,345,000	306,935	13,651,935	13,651,935	2.3218	2046
	$ 4,448,513	$ 170,000,000	$ 93,748,000	$ 263,748,000	$ 268,196,513		

Max Mill Rate Beginning in FY 2027: 2.3223

Change in Mill Rate from $0.081 Tax Year 2024: 2.2413

[1] Assumes tax collection rate of 98%, taxable assessed value of $6 billion

RESOLUTION NO. 2025-____

DOÑA ANA COUNTY, NEW MEXICO
GENERAL OBLIGATION BOND ELECTION RESOLUTION

WHEREAS, the Board of County Commissioners (the "Board") of Doña Ana County, New Mexico (the "County"), has determined upon its own initiative to submit to an election the question of the issuance of its general obligation bonds in the maximum amounts and for the purposes hereinafter specified without the prior filing of a petition by qualified electors; and

WHEREAS, it is the opinion of the Board that it is necessary and in the best interests of the residents of the County that there be submitted to a vote of the registered qualified electors of the County, the question of whether the County should issue its general obligation bonds for the purposes hereinafter specified; and

WHEREAS, it is the opinion of the Board that it is necessary and in the best interests of the County residents for the County to prioritize economic development, strategic planning, quality of life, to design, construct, equip and improve fairgrounds, recreational facilities, county buildings.

WHEREAS, a regular local election is scheduled to be held in the County on Tuesday, the 4th day of November, 2025, and shall include the bond election question as provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY, NEW MEXICO AS FOLLOWS:

Section 1. The Board does hereby propose that the following question be included on the ballot and submitted to the registered qualified electors of Doña Ana County, New Mexico, at the regular local election on Tuesday, November 4, 2025:

> Shall Doña Ana County issue up to $140,000,000 in general obligation bonds payable from general (ad valorem) taxes to study, plan, design, develop, construct, rehabilitate, renovate, expand, furnish, equip, enhance and otherwise improve, and to acquire property and equipment for, fairgrounds, recreational facilities and county buildings within the County

Section 2. Pursuant to Section 1-16-3(B) NMSA 1978, this Resolution shall be filed with the County Clerk, who is hereby requested to certify the foregoing ballot questions to the Secretary of State not less than sixty-seven (67) days prior to November 4, 2025 (i.e. no later than August 29, 2025).

Section 3. Prioritize economic development, strategic planning, quality of life and county management shall engage with the public for community feedback and desired projects.

PASSED, ADOPTED, SIGNED AND APPROVED this 10th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS,
DOÑA ANA COUNTY, NEW MEXICO

____
Christopher Schaljo-Hernandez,
Chair, District 1

____
Gloria Gameros, District 2

____
Shannon Reynolds, District 3

____
Susana Chaparro, Vice Chair, District 4

____
Manuel Sanchez, District 5

(SEAL)

ATTEST:

By: ___________________________________
Amanda López Askin, Ph.D., County Clerk

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Community Development	June 10, 2025
Initiating Department	**Meeting Date**
Denisse Carter, Economic Development Administrator	18
Contact Person	**Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE ORDINANCE REPEALING LEDA ORDINANCE NUMBER 304-2019, THE BOUTIQUE UNLIMITED DOÑA ANA.

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

On July 23, 2019, the Doña Ana County Board of Commissioners adopted Ordinance No. 304-2019 as part of the requirements for the LEDA application submitted by "The Boutique Unlimited" assigned to Rich Global Doña Ana, LLC ("Rich Global") on May 14, 2020. The LEDA funding was to go toward the company's repair, refurbishment, renovation, expansion, improvement, and/or construction as part of purchasing a greenhouse and distribution facility located at 4884 South Main Street in Doña Ana County, New Mexico. Rich Global has achieved the expected performance milestones for this project.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Ordinance
Letter from NM EDD
Public Notice

SUMMARY OF FINANCIAL IMPACT

No fiscal impact. Funding provided in advance for the project will be returned to the State.

ADMINISTRATIVE REVIEW AND APPROVAL

Denisse Carter, Economic Development Administrator	Created/Initiated - 5/23/2025
Christina Ainsworth, Community Development Director	Approved - 5/29/2025
Asma Dawood, Finance Director	Approved - 5/29/2025
Jonathan Macias, Assistant County Manager	Final Approval - 6/3/2025
Scott Andrews, County Manager	

DOCUMENT CONTROL

For Signature: Yes **For Recording:** Yes **Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date: June 10, 2025.

Agenda Item Title: Approve Ordinance Repealing LEDA Ordinance Number 304-2019 The Boutique Unlimited Doña Ana.

Overview: On July 23, 2019, the County approved an application from *The Boutique Unlimited Doña Ana*, which proposed that the County serve as local government conduit for an appropriation up to $1,250,000 from the Legislature of the State of New Mexico (the "LEDA Funds") to *The Boutique Unlimited Doña Ana*, for the company's repair, refurbishment, renovation, expansion, improvement, and/or construction, as part of purchasing a greenhouse and distribution facility located at 4884 South Main St. in Doña Ana County, NM. The company has achieved the expected performance milestones for this project.

On May 14, 2020, the LEDA agreement was assigned to *Rich Global Doña Ana*.

Section 6, (Termination) of Ordinance No. 304-2019, provides "termination of the project that is the subject of the Ordinance shall be by a subsequent Ordinance"

The New Mexico Economic Development Department (NMEDD) and Rich Global Doña Ana concur with the repeal of Ordinance No. 304-2019.

DOÑA ANA COUNTY
ORDINANCE NO. _____-2025

AN ORDINANCE REPEALING ORDINANCE NO. 304-2019, TITLED "THE BOUTIQUE UNLIMITED DOÑA ANA PROPOSAL FOR AN ECONOMIC DEVELOPMENT PROJECT"

WHEREAS, the County of Doña Ana (the "County"), acting through its Board of County Commissioners, is a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State"); and

WHEREAS, Article 9, Section 14 of the State Constitution permits counties to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources; and

WHEREAS, pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 (the "Act"), no public support for economic development may be provided until the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan; and

WHEREAS, On September 22, 2009, pursuant to Doña Ana County Ordinance No. 246-2009 (the "Economic Development Plan Ordinance"), the County established the Doña Ana County Economic Development Plan (the "Plan") as the County's economic development plan as required by Section 5-10-6, NMSA 1978; now codified as Chapter 166 of the Code of Doña Ana County; and

WHEREAS, as provided in the Economic Development Plan Ordinance, the County considered an application from The Boutique Unlimited Doña Ana, which proposed that the County serve as local government conduit for an appropriation up to $1,250,000 from the Legislature of the State of New Mexico (the "LEDA Funds") to Boutique Unlimited Doña Ana, for the purpose of repairing, refurbishing, renovating, expanding, improving and/or constructing, as part of purchasing a greenhouse and distribution facility in Doña Ana County, New Mexico.; and

WHEREAS, Boutique Unlimited Doña Ana has achieved the expected performance milestones for the project; and

WHEREAS, Section 6 (Termination) of Ordinance No. 304-2019 provides that termination of the Project that is the subject of the Ordinance shall be by a subsequent Ordinance; and

WHEREAS, the New Mexico Economic Development Department and Boutique Unlimited Doña Ana concur with the repeal of Ordinance No. 304-2019.

NOW, THEREFORE, BE IT ORDERED, the Doña Ana County Board of Commissioners hereby repeals Ordinance No. 304-2019; and

BE IT FURTHER ORDERED, the Doña Ana County Board of Commissioners hereby terminates its Intergovernmental Agreement pertaining to the Project by and between the New Mexico Economic Development Department (NMEDD) and the County and the Project Participation Agreement by and between the County and Boutique Unlimited Doña Ana, both of which were approved on July 23, 2019, as part of Ordinance No. 304-2019.

ADOPTED this 10th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

____
Christopher Schaljo-Hernandez, District 1, Chair **For/Against**

____
Susana Chaparro, District 4, Vice Chair **For/Against**

____
Gloria Gameros, District 2 **For/Against**

____
Shannon Reynolds, District 3 **For/Against**

____
Manuel A. Sanchez, District 5 **For/Against**

ATTEST:

____

Amanda López Askin, Ph.D.
County Clerk

Michelle Lujan Grisham • Governor
Rob Black • Cabinet Secretary
Isaac Romero • Deputy Cabinet Secretary

MEMORANDUM

April 7, 2025

TO: Denisse Carter,
Economic Development Administrator
Doña Ana County

SUBJECT: Close-out Rich Global LEDA Project

NM EDD has received a request from Rich Global to close out their LEDA project awarded in 2020 and subsequently amended in 2021 and 2022.

NM EDD has performed an Economic Impact Analysis based on the data of actual activity over the last five plus years of the project. This data indicates that the state of New Mexico has seen a direct economic impact of over one million dollars ($1,000,000) and the total public direct impact is more than one point five million dollars ($1,500,000). These direct impacts exceed the seven hundred and fifty thousand dollars ($750,000) that Rich Global has received in public monies.

Considering all the relevant factors, NM EDD ask that Doña Ana County, acting as the fiscal agent on this LEDA Agreement approved and codified by Ordinance number 304-2019, with Rich Global take the necessary steps to repeal the ordinance and terminate the Project Participation Agreement (PPA). This should include the release of all security associated with this agreement.

With this termination the balance of five hundred thousand dollars ($500,000) held by Doña Ana County for this project shall revert to the state of New Mexico, New Mexico Economic Development Department NM EDD.

Accordingly, we are requesting that you cause this matter to be placed on the BOCC agenda at the earliest possible time, to acknowledge successful completion of the project and revocation of the enabling LEDA ordinance.

Please provide NM EDD with your need processes to submit an invoice for the reversion of the $500,000 in funds.

Thank you for your thorough and diligent oversight and monitoring of this project.

Respectfully,

Mark Roper

Mark Roper
Division Director
Economic Development Division
New Mexico Economic Development Department

Las Cruces Sun News.

Govt Public Notices

Originally published at lcsun-news.com on 05/18/2025

NOTICE OF PUBLIC HEARING

On May 13, 2025, the Board of County Commissioners of Doña Ana County (BOCC) directed that a public hearing be conducted at a regularly scheduled Commission meeting at 9:00 a.m. on June 10, 2025. At the public hearing the Board will determine whether to repeal Ordinance #304-2019, adopted on July 23, 2019, approving LEDA funding to repair, refurbish, renovate, expand, improve and/or construct, as part of purchasing a greenhouse and distribution facility in Doña Ana County, NM. The public hearing will be held at the Doña Ana County Government Center located at 845 N. Motel Blvd., Las Cruces, New Mexico.

Should you require special accommodations as a result of a disability, please contact County ADA Coordinator at 575-647-7210 (voice), 575-525-5951 (TTY), or 1-877-827-7200 (toll free), or write to ADA Coordinator, 845 N. Motel Blvd., Las Cruces, New Mexico 88007. Spanish language interpretation services are available upon request. Please contact the Community & Constituent Services Office at 575-525- 6163, at least 48 hours prior to the event. Los Servicios de interpretación están disponibles por petición. Favor de contactar a la Oficina de Servicios Comunitarios y Constituyentes al 575-525-6163 mínimo 48 horas antes de la junta.

The official title of the proposed ordinance: ORDINANCE REPEALING ORDINANCE No. 304-2019, TITLED “THE BOUTIQUE UNLIMITED DOÑA ANA PROPOSAL FOR AN ECONOMIC DEVELOPMENT PROJECT”

GENERAL SUMMARY: The purpose of the LEDA project funding was to repair, refurbish, renovate, expand, improve and/or construct, as part of purchasing a greenhouse and distribution facility in Doña Ana County, NM. The New Mexico Economic Development Department (NMEDD) and Doña Ana County have determined that the project has achieved the expected performance milestones; therefore, County staff recommends repeal of Ordinance 304-2019, including the Project Participation Agreement, and the Intergovernmental Agreement.

A copy of the proposed ordinance is available for inspection at the Office of the County Clerk, Doña Ana County Government Center, 845 N. Motel Blvd., Las Cruces, New Mexico during regular business hours. The public may attend the Doña Ana County Board of County Commissioners meeting via livestream on https://www.donaanacounty.org.
#11322295, Sun-News, May 18, 2025

DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department **Initiating Department**	June 10, 2025 **Meeting Date**
Andrew Bowen, Interim Fire Chief **Contact Person**	19 **Agenda Item Number**

TITLE OF AGENDA ITEM TO BE CONSIDERED

RESOLUTION TO DECLARE SEVERE DROUGHT CONDITIONS WITHIN DOÑA ANA COUNTY

SUMMARY OF ITEM TO BE CONSIDERED
INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Resolution to declare severe drought conditions within Doña Ana County unincorporated boundaries and to restrict the use of fireworks for thirty (30) days from adoption

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Resolution

SUMMARY OF FINANCIAL IMPACT

none

ADMINISTRATIVE REVIEW AND APPROVAL

Alma Pacheco, Administrative Assistant	Created/Initiated - 5/28/2025
Andrew Bowen, Interim Fire Chief	Approved - 5/29/2025
Asma Dawood, Finance Director	Approved - 5/29/2025
Stephen Lopez, Assistant County Manager	Final Approval - 5/29/2025

DOCUMENT CONTROL

For Signature: No	**For Recording:** No	**Deadline for Return:**

Doña Ana County

Executive Summary

Meeting Date: 6/10/2025

Agenda Item Title: Fireworks Restrictions for July 4th Holiday 2025

Overview:

New Mexico Statute 60-2C-8.1 states "The governing body of a municipality may hold a hearing to determine if fireworks restrictions should be imposed within the boundaries of the incorporated municipality affected by extreme or severe drought conditions. The findings of the governing body shall be based on current drought indices published by the national weather service and any other relevant information supplied by the United States forest service."

According to the United States Drought Monitor, all of Dona Ana County is currently rated as suffering from severe to exceptional drought. Further, the New Mexico State Forester Laura McCarthy released a notice of fire restrictions on May 20th across several New Mexico counties, including Dona Ana County, that prohibits “smoking, fireworks, campfires, open burning, and open fires in all non-municipal, non-federal, and non-Tribal lands of those counties.”

Dona Ana County Code Chapter 200 “Fireworks” allows the sale, possession and use of the following devices: Cone fountains, crackling devices, cylindrical fountains, flitter sparklers, ground spinners, illuminating torches and wheels. The following types of fireworks are non-permissible fireworks, and their sale and use is prohibited within the unincorporated areas of Dona Ana County: All fireworks prohibited under the New Mexico Fireworks Safety Act; and all aerial devices; and all ground audible devices. Permissible fireworks may be sold at retail in the unincorporated areas of Dona Ana County, New Mexico, between June 20 and July 6 of each year,

RESOLUTION NO. 2020-______

A RESOLUTION TO DECLARE SEVERE DROUGHT CONDITIONS WITHIN DONA ANA COUNTY UNINCORPORATED BOUNDARIES AND TO RESTRICT THE USE OF FIREWORKS FOR 30 DAYS FROM ADOPTION.

WHEREAS, the Board of Commissioners of Dona Ana County is the governing body of the unincorporated areas within Dona Ana County boundaries; and

WHEREAS, New Mexico Statute 60-2C-8.1 "Extreme or severe drought conditions; restricted sale and use" Subsection E states that "The governing body of a county may hold a hearing to determine if fireworks restrictions should be imposed within the unincorporated portions of the county affected by extreme or severe drought conditions. The findings of the governing body shall be based on current drought indices published by the national weather service and any other relevant information supplied by the United States forest service."; and

WHEREAS, the same statute states under Subsection F that Pursuant to any hearing under Subsection E of this section, the governing body of a county shall issue a proclamation declaring extreme or severe drought conditions within the unincorporated portions of the county if the governing body determines such conditions exist."; and

WHEREAS, the Board of Commissioners of Dona Ana County has obtained information and forecasts from the United States Drought Monitor and the New Mexico State Forester; and

WHEREAS, the Board of Commissioners of Dona Ana County held a public hearing on June 10th , 2025 to determine whether Dona Ana County is affected by extreme or severe drought conditions and whether fireworks restrictions should be imposed within the unincorporated boundaries of Dona Ana County; and

WHEREAS, the New Mexico State Forester released a notice of fire restrictions on May 20th, 2025 across several New Mexico counties, including Dona Ana County, that prohibits "smoking, fireworks, campfires, open burning, and open fires in all non-municipal, non-federal, and non-Tribal lands of those counties."; and

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Doña Ana County approve a resolution

THAT extreme or severe drought conditions exist within the unincorporated boundaries of the Dona Ana County.

THAT in addition to any ordinance enacted pursuant to NMSA 1978 §60-2C-7.C, the sale and use within the unincorporated boundaries of Dona Ana County of missile-type rockets, helicopters, aerial spinners, and stick-type rockets, are prohibited by this Proclamation.

THAT in addition to any ordinance enacted pursuant to NMSA 1978 §60-2C-7.C, the sale and use within the unincorporated boundaries of Dona Ana County of ground audible devices such as chasers and firecrackers, are prohibited by this Proclamation.

THAT the Governing Body is authorized to limit the use of otherwise permissible fireworks, including cone fountains, crackling devices, cylindrical fountains, flitter sparklers, ground spinner, illuminating torches, toy smoking devices and wheels, to areas within the unincorporated boundaries that are paved, barren, or areas that have a readily accessible source of water.

THAT the Governing Body is authorized to and has prohibited or restricted the sale or use of display fireworks.

THAT this Proclamation is effective for a period of thirty days from this date unless a subsequent Proclamation is issued by the Governing Body.

THAT Dona Ana County staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

RESOLVED this 10th day of June, 2025.

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, District 1, Chair	**For/Against**
Susana Chaparro, District 4, Vice Chair	**For/Against**
Gloria Gameros, District 2	**For/Against**
Shannon Reynolds, District 3	**For/Against**
Manuel A. Sanchez, District 5	**For/Against**

ATTEST:

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Amanda López Askin, Ph.D.
County Clerk