



LEGAL COMMITTEE MEETING AGENDA
Thursday, MARCH 26, 2026 AT 2:00 P.M.
City Hall Large Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Will Cavin, Ward 2
Vice Chair: Cristina Arnold, Ward 1
Members: Juan Oropesa, Ward 1
Ed Heldenbrand, Ward 3
Angela Moore, Ward 5
Staff Liaison: Hessel E. Yntema IV.

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

NON-ACTION ITEMS

1. Safety Monthly Report (Pg. 3)
2. Community Development (Pg. 7)
3. HR Monthly Report (Pg. 10)
4. Legal Department Monthly Report (Pg. 25)
5. February Clerks Monthly Report (Pg. 26)

REGULAR ITEMS

6. Consider recommending approval to the Finance Committee regarding the FY27 budget (Yntema) (Pg. 29)
7. Consider recommending approval to advertise RFP 26-XX for construction services and repairs to City-owned facilities and infrastructure (Rogers). (Pg. 30)
8. Consider recommending approval of a five-year water rights lease agreement with Leprino Foods Co. for 1,200 acre-feet of City of Roswell water rights, including an option for one (1) five-year renewal term. (Nairn-Mahan). (Pg. 35)
9. Consider recommending approval of the Professional Service Agreement with Sparktek Service, LLC (Nairn-Mahan). (Pg. 41)
10. Consider recommending approval of a ten (10) year lease of Building 611 at the Roswell Air Center to Carlsbad Lifehouse Inc. for \$131,488.00 per annum (Nairn-Mahan). (Pg. 47)
11. Consider recommending approval of the purchase of one (1) John Deere Broce RJT350 Sweeper from 4 Rivers Equipment for airport runway and taxiway maintenance, in the amount of \$77,706.98, utilizing the CES Cooperative Contract 2022-10-C102-ALL (Gonzalez) (Pg. 70)
12. Consider recommending approval of services from J & H Services, Inc., in coordination with Cooperative Educational Services, to provide concrete barriers and fencing for the air race event in the amount of \$320,794.00.(Gonzalez) (Pg. 84)
13. Consider recommending approval of the request to perform the following work for BLM Taxiway L. A change order has been set in place in the amount of \$135,144.69. (Gonzalez) (Pg. 87)
14. Consider recommending approval for airfield painting and striping services with Desert West Enterprises, LLC, at

the Roswell Air Center, in the amount of \$377,891.20, through CES Cooperative Contract 2026-06-R1239-ALL. (Gonzalez) (Pg. 95)

15. Consider recommending approval of the City of Roswell's IT Department to enter into a month-to-month lease beginning March 1, 2026, for Building 92 at the Roswell Air Center (Sanchez). (Pg. 107)
16. Consider recommending approval of the adoption of Resolution 26-XX shall require the removal or demolition of four (4) dilapidated structures. (Franco) (Pg. 130)
17. Consider recommending approval of the review of the updated Fire Code references within Chapter 13 of the City Ordinance (Olive). (Pg. 138)

TABLED ITEMS

18. Consider recommending approval of the Amendment to Resolution 18-44, Resolution Amending the Roswell Airport Advisory Commission. (Corn) (Pg. 140)

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

CLOSED SESSION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 26-12.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700. **Printed and posted: Monday, March 23, 2026**

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

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

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

You can also dial in using your phone.

United States: +1 (872) 240-3412

Access Code: 994-272-373

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 1.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

Safety Monthly Report

Attachments

3-2026 Tally Report

FEBRUARY 2026 Safety Report

ACCIDENT OR INCIDENT / 3RD PARTY		
DEPARTMENT	1-Feb	3rd PARTY
ADULT CENTER	0	0
AIR CENTER	0	0
ANIMAL SERVICES	1	1
AQUATIC CENTER	0	0
CEMETERY	0	0
CENTRAL CONTROL	0	0
CITY CLERK	0	0
CODE ENFORCEMENT	0	0
CONVENTION CENTER	0	0
DISPATCH	0	0
ENGINEERING	0	0
FACILITIES MAINTENANCE	0	0
FIRE DEPARTMENT	2	2
GOLF	0	0
HR/Safety	0	0
IT	0	0
LEGAL	0	0
LIBRARY	0	0
MUSEUM	0	0
PARKS	0	0
POLICE DEPARTMENT	6	3
PUBLIC AFFAIRS	0	0
REC CENTER	0	0
SPECIAL ELECTRONICS	2	2
SOLID WASTE	2	2
STREETS	1	1
TRANSIT	2	0
VISITORS CENTER	0	0
WATER	0	0
WWTP	0	0
ZOO	0	0
TOTAL	16	11

INCIDENT COMPARISONS				
MONTH	2026	2025	2024	2023
JANUARY	11	24	32	30
FEBRUARY	16	13	28	38
MARCH	0	17	20	36
APRIL	0	18	20	30
MAY	0	21	20	23
JUNE	0	23	22	21
JULY	0	18	15	27
AUGUST	0	30	18	41
SEPTEMBER	0	9	10	44
OCTOBER	0	19	17	31
NOVEMBER	0	15	14	21
DECEMBER	0	19	15	15
TOTAL	11	211	231	357

DEPARTMENT	PROPERTY	3rd Party
Fire	2	2
Solid Waste	1	1
Special Electronics	2	2
Streets	1	1
TOTAL	6	6

DEPARTMENT	MVA	3rd Party
Police	6	3
Solid Waste	1	1
TOTAL	7	4

FEBRUARY 2026 Safety Report

ACCIDENT / INCIDENT BY DEPARTMENTS YTD														
DEPARTMENT / MONTH	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD TOTALS	3rd Party
ADULT CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AIR CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ANIMAL SERVICES	1	1	0	0	0	0	0	0	0	0	0	0	2	2
AQUATIC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CEMETERY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CENTRAL CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CITY CLERK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
COMMUNITY DEVELOPMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONVENTION CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DISPATCH	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FACILITIES MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE DEPARTMENT	3	2	0	0	0	0	0	0	0	0	0	0	5	3
GOLF	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HR/SAFETY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LEGAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LIBRARY	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MUSEUM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PARKS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
POLICE DEPARTMENT	3	6	0	0	0	0	0	0	0	0	0	0	9	6
PUBLIC AFFAIRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
REC CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL ELECTRONICS	0	2	0	0	0	0	0	0	0	0	0	0	2	2
SOLID WASTE	1	2	0	0	0	0	0	0	0	0	0	0	3	2
STREETS	0	1	0	0	0	0	0	0	0	0	0	0	1	1
TRANSIT/FLEET	2	2	0	0	0	0	0	0	0	0	0	0	4	1
VISITORS CENTER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WATER	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WWTP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ZOO	1	0	0	0	0	0	0	0	0	0	0	0	1	0
TOTALS	11	16	0	0	0	0	0	0	0	0	0	0	27	17

FEBRUARY 2026 Safety Report

DEPARTMENT	INJ./ILL	First Aid Only	OSHA Recordable
Animal Services	1	1	0
Finance	1	1	0
Transit	1	0	1
Transit	1	1	0
TOTAL	4	3	1

INJURY/DAMAGE	DESCRIPTION	3RD PARTY
Hands	Abrasion/punctures	Yes
knees	Abrasion	No
lungs	Inhalation hzd	No
L hand	Puncture	No

JANUARY 2026 - DECEMBER 2026 TRAINING		
MONTH/YEAR	Total Training HOURS	EMPLOYEE #S
JANUARY	1199	74
FEBRUARY	1592	183
MARCH	0	0
APRIL	0	0
MAY	0	0
JUNE	0	0
JULY	0	0
AUGUST	0	0
SEPTEMBER	0	0
OCTOBER	0	0
NOVEMBER	0	0
DECEMBER	0	0
YTD TOTALS	2,791	257

JANUARY 2026 - DECEMBER 2026 TRAINING	
MONTH/YEAR	TOTAL AMOUNT
Jan-2026	\$0.00
Feb-2026	\$0.00
Mar-2026	\$0.00
Apr-2026	\$0.00
May-2026	\$0.00
Jun-2026	\$0.00
Jul-2026	\$0.00
Aug-2026	\$0.00
Sep-2026	\$0.00
Oct-2026	\$0.00
Nov-2026	\$0.00
Dec-2026	\$0.00
YTD TOTAL	\$0.00

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 2.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly February 2026

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: February 2026

CODE ENFORCEMENT	This Month	This Month 2025	YTD*	2025 YTD*
Notices Mailed	509	423	5,094	4,244
Voluntary Compliance	159	172	2546	2,049
No. of Cases Filed in Municipal Court	6	6	100	79
No. Cases Dismissed by Officer	0	1	53	17
Resolution	18	7	244	78
Weeds	202	155	3389	2,142
Inoperable Vehicles	63	42	190	402
Litter	69	93	305	467
Unsanitary Premises	90	60	353	449
Signs	5	8	131	142
Zoning	3	2	28	3
Obstructions	6	9	80	77
Public Nuisances	71	54	618	554
Garage Sales No permit	0	0	0	8

BUSINESS LICENSES	This Month	This Month 2025	YTD*	2025 YTD*
Total Licenses Issued	120	155	988	1,241
Renewed Licenses	82	110	688	948
New Licenses	25	30	188	201
Temporary Permits Issued	13	15	112	92
Receipts	\$6,302.00	\$7,584.00	\$45,844.00	\$53,885.00

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2025 & Fees Collected	Permits Applied YTD*	Permits Applied 2025 YTD*
Residential-New	8	5	40	37
Residential - Other	23	48	231	306
Commercial-New	0	0	3	7
Commercial - Other	4	17	74	88
Total Permits Issued	35	70	338	438
Total Fees Collected	\$13,831.00	\$35,087.15	\$230,605.35	\$208,189.87

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Plumbing & Mechanical Permits—Residential	58	39	378	383
Plumbing & Mechanical Permits—Commercial	6	15	92	106
Total Permits Issued	64	54	470	489
Total Fees Collected	\$2,536.25	\$2,601.00	\$25,590.50	\$23,627.50

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2025	Permits Applied YTD*	Permits Applied 2025 YTD*
Electric Permits—Residential	0	23	158	222
Electric Permits—Commercial	0	8	87	84
Total Permits Issued	0	31	245	306
Total Fees Collected	\$0	\$2,800.00	\$26,312.50	\$30,676.01

*Figures calculated to reflect FYTD

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

HR Monthly Report

Attachments

HR Monthly Report

Personnel Monthly Changes

Employee Turnover Report

MARCH 2026 HUMAN RESOURCES MONTHLY REPORT

For the month of February, the City hired 16 new employees, 10 promotions and 19 exits.

Our turnover rate for the month of February is 2.96% and for the year so far is 6.09%.

Our Vacancy Rate is 9.34%.

Payroll count for 02/06/2026 - 02/19/2026 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 3

Total paid employees -637

Total employees - 640

City of Roswell, NM
Personnel Changes for the Month of
FEBRUARY 2026

	FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM				
	NEW HIRE				
	Date	Name	Position	Department	Status
1	2/1/2026	HESSEL YNTEMA	CITY MANAGER	ADMINISTRATION	SR
2	2/1/2026	TONI GOMEZ	CITY TREASURER	FINANCE	SR
3	2/2/2026	STEPHANIE CARRILLO	ACCOUNTS RECEIVABLE SPECIALIST	FINANCE	FT
4	2/3/2026	ALEXIS VASQUEZ	GUEST SERVICES ASSOCIATE	VISITORS CENTER	PT
5	2/6/2026	LUIS TALAMANTES RAMIREZ	POLICE RECRUIT	POLICE DEPARTMENT	FT
6	2/6/2026	TYLER ANGELL	POLICE RECRUIT	POLICE DEPARTMENT	FT
7	2/13/2026	CHRISTOPHER NAIRN MAHAN	ACTING CITY ATTORNEY	LEGAL	SR
8	2/13/2026	EMILY WINCKLER	RECREATION AIDE 1	RECREATION	PT
9	2/17/2026	BENITO SANCHEZ	GROUND MAINT. WORKER	GOLF	FT
10	2/17/2026	AMBER AUDIS	ZOO KEEPER	ZOO	FT
11	2/17/26	SARA ACREY	ZOO KEEPER	ZOO	FT
12	2/17/26	TRISTEN HELLMERS	ENGINEERING TECHNICIAN	ENGINEERING	FT
13	2/17/26	EDDIE EDWARDS	GROUND MAINT. WORKER	GOLF	FT
14	2/17/26	JOSE MARTINEZ	LEAD & COPPER TECHNICIAN	CENTRAL CONTROL	TP
15	2/23/26	NATHAN MORGAN	PARKS LABORER	PARKS	FT
16	2/23/26	ANDREZ AGUILAR	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
	TRANSFERS				
	Date	Name	Position	Department	Status
1	2/20/26	CORY FREDERICK	GUEST SERVICES ASSOCIATE	VISITORS CENTER	FT
	LATERALS				
1	2/20/26	RYAN ROMERO	RECREATION AIDE 1	RECREATION	PT
	PROMOTIONS				
	Date	Name	Position	Department	Status
1	2/6/26	RAMON ZAPATA	CONSTRUCTION INSPECTOR SR.	ENGINEERING	FT
2	2/6/26	RITESH BHAKTA	GOLF SHOP LEAD SR. ATTENDANT	GOLF	FT
3	2/6/26	RAYMOND RETA	FIRE LIEUTENANT 2	FIRE	FT
4	2/6/26	KAYLA LEWIS	FIREFIGHTER 2	FIRE	FT
5	2/10/26	NAOMI MADRIL	HUMAN RESOURCES MANAGER	HUMAN RESCOURCES	FT
6	2/20/26	DONALD KUEHN	OPERATOR	WWTP	FT
7	2/20/26	STEVEN WILLIS	DETECTIVE	POLICE	FT
8	2/20/26	LEO MOTA	GOLF SHOP SR. ATTENDANT	GOLF	FT
9	2/20/26	MARTIN SALAS TORRES	EQUIPMENT OPERATOR SR.	LANDFILL	FT
10	2/27/26	GREG DE LOS SANTOS	POLICE RECRUIT	POLICE	FT
	DEMOTIONS				
	Date	Name	Position	Department	Status
1	2/6/26	JESSE SILVA	EQUIPMENT OPERATOR WATER	PUBLIC WORKS	FT
	EXITS				
	Date	Name	Position	Department	Status
1	2/2/2026	LEONARDO SOTO	VEHICLE OPERATOR	TRANSIT	FT
2	2/3/2026	DIANA RUIZ	LIBRARY PAGE SENIOR PT	LIBRARY	PT

3	2/6/2026	MANUEL CARRILLO SUAREZ	CEMETERY LABORER	CEMETERY	TP
4	2/9/2026	ERIC LOPEZ	LAB TECHNICIAN ASSISTANT	WWTP-CITY LAB	FT
5	2/10/2026	JAMIE SERRANO	EMERGENCY COMMUNICATIONS DISPATCHER	DISPATCH	FT
6	2/11/2026	KATELYN HELGESON	VEHICLE OPERATOR	TRANSIT	FT
7	2/11/2026	ALEXIS VASQUEZ	GUEST SERVICES ASSOCIATE	VISITORS CENTER	PT
8	2/12/2026	CHRISTOPHER NAIRN MAHAN	DEPUTY CITY ATTORNEY	LEGAL	SR
9	2/13/2026	JERALD FISHER	KENNEL WORKER	ANIMAL CONTROL	FT
10	2/13/2026	ISAAC MOLINAR	EQUIPMENT OPERATOR WWTP	WWTP - SEWER MAINTENANCE	FT
11	2/18/2026	ROBERTA LOPEZ	EMERGENCY COMMUNICATIONS DISPATCHER	DISPATCH	FT
12	2/19/2026	JEREMY HOWE	PLANETARIUM COORDINATOR	MUSEUM	FT
13	2/20/2026	CHEYENNE HENSON	CUSTODIAN	FACILITIES MAINTENANCE	FT
14	2/25/2026	ZOE THOMPSON	FIRE PREVENTION ADMIN. ASSISTANT	FIRE	FT
15	2/27/2026	PATRICIA HERNES	VEHICLE OPERATOR	TRANSIT	FT
16	2/28/2026	PRISCILLA AMAYA	LIBRARY PAGE SENIOR PT	LIBRARY	PT
17	2/28/2026	AISLYN MONK	EMERGENCY COMMUNICATIONS DISPATCHER	DISPATCH	FT
18	2/28/2026	ALBERTO ALDANA-LOPEZ	DEPUTY POLICE CHIEF	POLICE	FT
19	2/28/2026	ESTEVAN MATA	POLICE OFFICER 2	POLICE	FT
RETIREMENT					
	Date	Name	Position	Department	Status
1					

Employee Turnover



Period Start Date: 2/6/2026
Period End Date: 2/19/2026

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS		11	11	0	0.00%
1001	MAYOR	1	1	0	0.00%
1002	MAYOR PRO TEM	1	1	0	0.00%
1003	CITY COUNCILOR WARD 1	2	2	0	0.00%
1004	CITY COUNCILOR WARD 2	2	2	0	0.00%
1005	CITY COUNCILOR WARD 3	2	2	0	0.00%
1006	CITY COUNCILOR WARD 4	1	1	0	0.00%
1007	CITY COUNCILOR WARD 5	2	2	0	0.00%
Location: 4013 ADMINISTRATION		3	3	0	0.00%
1008	CITY MANAGER	1	1	0	0.00%
1012	DEPUTY CITY MANAGER	1	1	0	0.00%
1435	PROJECT MANAGER	1	1	0	0.00%
Location: 4015 CITY CLERK		4	4	0	0.00%
1019	CITY CLERK	1	1	0	0.00%
1020	DEPUTY CITY CLERK	1	1	0	0.00%
1285	CITY CLERK OFFICE ASSISTANT	2	2	0	0.00%
Location: 4021 MUNICIPAL COURT		7	7	0	0.00%
1022	DEPUTY COURT CLERK	3	3	0	0.00%
1023	MUNICIPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	1	1	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4041 FINANCIAL ADMINISTRATION		14	14	0	0.00%
1037	PURCHASING TECHNICIAN	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%
1414	CITY TREASURER	1	1	0	0.00%
1449	PAYROLL SPECIALIST	1	1	0	0.00%
1476	ASSISTANT FINANCE DIRECTOR	1	1	0	0.00%
1485	STAFF ACCOUNTANT	1	1	0	0.00%
1486	GRANT COORDINATOR	1	1	0	0.00%
1496	ACCOUNTS RECEIVABLE SPECIALIST	2	2	0	0.00%

Employee Turnover



Period Start Date: 2/6/2026

Period End Date: 2/19/2026

1497	PAYROLL MANAGER	1	1	0	0.00%
1498	FIXED ASSET ACCOUNTANT	1	1	0	0.00%
1499	PROCUREMENT OFFICER	1	1	0	0.00%
1500	ACCOUNTS PAYABLE SPECIALIST	2	2	0	0.00%

Location: 4051 LEGAL 2 2 0 0.00%

1339	PARALEGAL	0	0	#DIV/0!
1455	CONTRACTS & CLAIMS ADMIN	1	1	0.00%
1506	ACTING CITY ATTORNEY	1	1	0.00%

Location: 4061 HUMAN RESOURCES 9 9 0 0.00%

1038	HR ADMINISTRATIVE ASSISTANT SR	1	1	0.00%
1041	DEPT MANAGER HUMAN RESOURCES	1	1	0.00%
1042	DEPARTMENT DIRECTOR H.R.	1	1	0.00%
1287	SAFETY COORDINATOR	1	1	0.00%
1443	TRAINING SPECIALIST CDL	1	1	0.00%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0.00%
1451	HUMAN RESOURCES SPECIALIST	2	2	0.00%
1465	HR/SAFETY GENERALIST	1	1	0.00%

Location: 4071 FACILITIES MAINTENANCE 12 12 0 0.00%

1043	CUSTODIAN	1	1	0.00%
1045	FACILITIES MAINT. SPECIALIST	4	4	0.00%
1046	FACILITIES MAINT. SPEC SR.	1	1	0.00%
1259	PROJECT AND FACILITY MANAGER	1	1	0.00%
1319	ADMIN. ASST. SENIOR FACILITIES	1	1	0.00%
1379	FAC. MAINTENANCE HVAC SPEC SR.	1	1	0.00%
1440	FACILITIES MAINT. LABORER	2	2	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0.00%

Location: 4074 FLEET MAINTENANCE 1 1 0 0.00%

1340	VEHICLE MAINTENANCE SUPERVISOR	1	1	0.00%
------	--------------------------------	---	---	-------

Location: 4111 POLICE DEPARTMENT 116 115 0 0.00%

1043	CUSTODIAN	1	1	0.00%
1049	OFFICE ASSISTANT POLICE	6	6	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0.00%
1053	POLICE SERV AIDE CAREER PATH	4	4	0.00%

removed 1
S.Duran promoted
on 2/20/26

Employee Turnover



an hr & payroll solution

Period Start Date: 2/6/2026

Period End Date: 2/19/2026

1054	POLICE RECRUIT	10	10	0	0.00%
1055	POLICE OFFICER 1	20	20	0	0.00%
1056	POLICE OFFICER 2	22	22	0	0.00%
1057	POLICE OFFICER 3	1	1	0	0.00%
1058	POLICE SERGEANT	13	13	0	0.00%
1059	POLICE LIEUTENANT	4	4	0	0.00%
1060	POLICE CAPTAIN	2	2	0	0.00%
1061	DETECTIVE	12	11	0	0.00%
1062	DEPUTY POLICE CHIEF	2	2	0	0.00%
1063	POLICE CHIEF	1	1	0	0.00%
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%
1065	EVIDENCE PROPERTY CUSTODIAN	2	2	0	0.00%
1066	TSU CRIME SCENE TECHNICIAN	5	5	0	0.00%
1067	ADMIN. ASSISTANT POLICE	6	6	0	0.00%
1473	REALTIME CRIME CENTER OPERATOR	2	2	0	0.00%

Location: 4121 FIRE DEPARTMENT					
		83	83	0	0.00%
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1070	FIREFIGHTER RECRUIT	0	0	0	#DIV/0!
1071	FIREFIGHTER 1	17	17	0	0.00%
1072	FIREFIGHTER 2	3	3	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	11	11	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	13	13	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	1	1	0	0.00%
1077	FIRE LIEUTENANT 1	4	4	0	0.00%
1078	FIRE LIEUTENANT 2	10	10	0	0.00%
1079	FIRE LIEUTENANT 3	8	8	0	0.00%
1080	BATTALION CHIEF	3	3	0	0.00%
1081	DEPUTY FIRE CHIEF	2	2	0	0.00%
1082	FIRE CHIEF	1	1	0	0.00%
1083	DIVISION CHIEF	1	1	0	0.00%
1271	DEPUTY FIRE MARSHAL	3	3	0	0.00%
1281	FIREMARSHAL	1	1	0	0.00%

Employee Turnover



Period Start Date: 2/6/2026
Period End Date: 2/19/2026

1308	DIVISION CHIEF - EMS	1	1	0	0.00%
1320	ARFF COORDINATOR	1	1	0	0.00%
1430	FIRE PREVENTION ADMIN. ASSIST	1	1	0	0.00%
Location: 4125 PUBLIC SAFETY					
1483	EMS CAPTAIN	1	1	0	0.00%
1490	ADMIN. ASSISTANT SR. EMS	0	0	0	#DIV/0!
1491	EMS LIEUTENANT PT	0	0	0	#DIV/0!
Location: 4131 PLANNING & ZONING					
1017	COMMUNITY DEVELOPMENT DIRECTOR	1	1	0	0.00%
1018	PLANNER SENIOR	1	1	0	0.00%
1260	COMMUNITY DEVELOPMENT PRP TECH	1	0	0	0.00%
1314	PLANNER II	1	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%
Location: 4135 ENGINEERING					
1159	CONSTRUCTION INSPECTOR SR.	2	2	0	0.00%
1160	ENGINEERING TECHNICIAN	1	2	0	0.00%
1162	DIRECTOR OF ENGR. & INFRA.	1	1	0	0.00%
1192	ADMIN. ASST. SR. PUBLIC WORKS	1	1	0	0.00%
1306	ENGINEER SR	1	1	0	0.00%
1307	GEOGRAPHIC INFORMATION SYSTEM	1	1	0	0.00%
1370	ENGINEERING CONSTRUCTION SUPER	1	1	0	0.00%
Location: 4151 CODE ENFORCEMENT					
1086	OFFICE ASST. CODE ENFORCEMENT	1	1	0	0.00%
1087	ADMIN ASST SR. CODE ENFORCEMEN	1	1	0	0.00%
1090	ELECTRICAL INSPECTOR	0	0	0	#DIV/0!
1091	PLUMBING INSPECTOR	1	1	0	0.00%
1092	CODE ENFORCEMENT OFFICER	4	4	0	0.00%
1093	SUPERVISOR CODE ENFORCEMENT	1	1	0	0.00%
1376	BUILDING OFFICIAL	1	1	0	0.00%
1464	BUSINESS LICENSE CLERK	1	1	0	0.00%
Location: 4161 ANIMAL CONTROL					
1094	OFFICE ASST. ANIMAL CONTROL	1	1	0	0.00%
1095	ANIMAL CONTROL OFFICER	5	5	0	0.00%
			added back		
			J.Fisher		

Employee Turnover



Period Start Date: 2/6/2026

Period End Date: 2/19/2026

1097	KENNEL COORDINATOR	1	1	0	0.00%
1098	KENNEL WORKER	6	5	1	18.18%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4824	FISHER, JERALD	1098104	KENNEL WORKER	12/29/2025	2/13/2026

1448	ANIMAL SERVICES MANAGER	1	1	0	0.00%
------	-------------------------	---	---	---	-------

Location: 4181 C.E.P.					
1099	DEPT MGR EMERGENCY MGMT	1	1	0	0.00%

Location: 4192 COMMUNITY ENHANCEMENT					
1100	COMMUNITY IMPROVEMENT TECH.	1	2	0	0.00%

Location: 4211 LIBRARY					
1101	ADMIN. ASSISTANT LIBRARY	1	1	0	0.00%

1103	LIBRARY PAGE SENIOR	3	3	0	0.00%
------	---------------------	---	---	---	-------

1104	TECHNICAL SERVICE ASSISTANT	1	1	0	0.00%
------	-----------------------------	---	---	---	-------

1105	LIBRARY ASSISTANT- CIRCULATION	2	2	0	0.00%
------	--------------------------------	---	---	---	-------

1107	REFERENCE ASSISTANT	1	1	0	0.00%
------	---------------------	---	---	---	-------

1109	LIBRARY CATALOGER	1	1	0	0.00%
------	-------------------	---	---	---	-------

1112	DEPARTMENT DIRECTOR LIBRARY	1	1	0	0.00%
------	-----------------------------	---	---	---	-------

1267	INTER LIBRARY L & R LIBRARIAN	1	1	0	0.00%
------	-------------------------------	---	---	---	-------

1354	YOUTH LIBRARIAN ASSISTANT	1	1	0	0.00%
------	---------------------------	---	---	---	-------

1387	LIBRARY PAGE SENIOR PT	6	6	0	0.00%
------	------------------------	---	---	---	-------

1441	STEM INSTRUCTOR	1	1	0	0.00%
------	-----------------	---	---	---	-------

1474	HEAD OF CIRCULATION	1	1	0	0.00%
------	---------------------	---	---	---	-------

Location: 4221 MUSEUM					
1116	MUSEUM STORE SUPERVISOR	1	1	0	0.00%

1119	PLANETARIUM COORDINATOR	1	1	1	100.00%
------	-------------------------	---	---	---	---------

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3215	HOWE, JEREMY	1119101	PLANETARIUM COORDINATOR	2/16/2016	2/19/2026

1122	REGISTRAR MUSEUM	1	1	0	0.00%
------	------------------	---	---	---	-------

1123	CURATOR OF COLLECTIONS AND EXH	1	1	0	0.00%
------	--------------------------------	---	---	---	-------

1124	DEPARTMENT DIRECTOR MUSEUM	1	1	0	0.00%
------	----------------------------	---	---	---	-------

1303	MUSEUM EDUCATOR	1	1	0	0.00%
------	-----------------	---	---	---	-------

1304	PLANETARIUM ASSISTANT	1	1	0	0.00%
------	-----------------------	---	---	---	-------

1345	MUSEUM OPERATIONS MANAGER	1	1	0	0.00%
------	---------------------------	---	---	---	-------

added O.Mendoza
corrected org/obj

Employee Turnover



Period Start Date: 2/6/2026

Period End Date: 2/19/2026

1392	MUSEUM STORE CLERK PT	1	30	30	1	0	0.00%
Location: 4231 PARKS							
1043	CUSTODIAN	1	1	1	0	0.00%	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	1	0	0.00%	0.00%
1127	LABORER PARKS	10	10	10	0	0.00%	0.00%
1128	GROUNDS MAINT WORKER PARKS	10	10	10	0	0.00%	0.00%
1129	GROUNDS MAINT WORKER SR PARKS	5	5	5	0	0.00%	0.00%
1130	SUPERINTENDENT PARKS	1	1	1	0	0.00%	0.00%
1151	DEPARTMENT DIRECTOR RECREATION	1	1	1	0	0.00%	0.00%
1329	PARKS SUPERVISOR	1	1	1	0	0.00%	0.00%
1419	PARKS LABORER TEMP	0	0	0	0	#DIV/0!	0.00%
Location: 4232 ZOO							
1133	LABORER ZOO	1	1	1	0	0.00%	0.00%
1134	ZOO KEEPER	2	3	3	0	0.00%	0.00%
1135	GROUNDS MAINTENANCE WORKER ZOO	1	1	1	0	0.00%	0.00%
1439	LEAD ZOO KEEPER	1	1	1	0	0.00%	0.00%
1456	ZOO SUPERVISOR	1	1	1	0	0.00%	0.00%
Location: 4233 GOLF							
1139	GROUNDS MAINT. WORKER GOLF	1	3	3	0	0.00%	0.00%
1141	SUPERVISOR GOLF	1	1	1	0	0.00%	0.00%
1142	SUPERINTENDENT GOLF	1	1	1	0	0.00%	0.00%
1331	GOLF COURSE MANAGER	1	1	1	0	0.00%	0.00%
1351	GOLF SHOP SUPERVISOR	1	1	1	0	0.00%	0.00%
1352	OUTSIDE SRVS ATTENDANT GOLF	3	3	3	0	0.00%	0.00%
1353	GOLF SHOP SR ATTENDANT	3	3	3	0	0.00%	0.00%
1365	BEVERAGE CART ATTENDANT	1	1	1	0	0.00%	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	1	0	0.00%	0.00%
Location: 4241 RECREATION							
1046	FACILITIES MAINT. SPEC SR.	1	1	1	0	0.00%	0.00%
1143	OFFICE ASSISTANT RECREATION	1	1	1	0	0.00%	0.00%
1245	RECREATION AIDE 2	2	2	2	0	0.00%	0.00%
1246	RECREATION LEADER	1	1	1	0	0.00%	0.00%
1148	SUPERVISOR RECREATION	1	1	1	0	0.00%	0.00%

Employee Turnover



Period Start Date: 2/6/2026

Period End Date: 2/19/2026

1150	RECREATION MANAGER	1	1	0	0.00%
1380	RECREATION AIDE 2 PT	1	1	0	0.00%
1412	RECREATION AIDE 1 PT	5	6	0	0.00%
1436	BASKETBALL OFFICIAL TEMP	8	8	0	0.00%
1478	REC INSTRUCTOR-PART TIME	1	1	0	0.00%
1482	RECREATION LEADER SR	1	1	0	0.00%

Location: 4242 RECREATION AQUATIC POOL

1383	LIFE GUARD 1 PT	8	8	0	0.00%
1426	HEAD LIFEGUARD PT	2	2	0	0.00%
1442	AQUATICS SPECIALIST	1	1	0	0.00%

Location: 4243 ADULT CENTER

1146	RECREATION LEADER	1	1	0	0.00%
------	-------------------	---	---	---	-------

Location: 4252 CONVENTION CENTER

1322	GENERAL FACILITIES & OPER. MGR	1	1	0	0.00%
1347	ACCOUNTING MANAGER	1	1	0	0.00%
1403	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%

Location: 4253 VISITOR CENTER

1278	GUEST SERVICES ASSOCIATE VC	2	2	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%
1415	GUEST SERVICES ASSOCIATE VC PT	1	0	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4840 VASQUEZ, ALEXIS					
1415101 GUEST SERVICES ASSOCIATE VC PT				2/3/2026	2/11/2026

Location: 4261 PUBLIC RELATIONS

1155	PUBLIC INFORMATION OFFICER	1	1	0	0.00%
1247	GRAPHIC DESIGNER	1	1	0	0.00%
1457	SPECIAL EVENT SUPERVISOR	1	1	0	0.00%

Location: 4323 STREETS

1167	MAINTENANCE WORKER STREETS	9	9	0	0.00%
1168	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%
1170	EQUIPMENT OPERATOR STREETS	4	4	0	0.00%
1171	EQUIPMENT OPERATOR SR. STREETS	3	3	0	0.00%
1172	SUPERVISOR STREETS	1	1	0	0.00%

Employee Turnover



Period Start Date: 2/6/2026					
Period End Date: 2/19/2026					
1173	SUPERINTENDENT STREETS	1	1	0	0.00%
1378	ADMIN ASSISTANT SR SPEC STREET	1	1	0	0.00%
Location: 4325 SPECIAL ELECTRONICS					
1165	TRAFFIC SIGNAL TECHNICIAN	2	2	0	0.00%
1166	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%
Location: 4331 AIRPORT - ADMINISTRATION					
1175	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%
1177	AIR CENTER DEPUTY DIRECTOR	1	1	0	0.00%
1270	AIRPORT SECURITY COORDINATOR	1	1	0	0.00%
1279	AIRPORT PROPERTY/CONTRACTS COR	1	1	0	0.00%
1417	ASST. AIRPORT SECURITY COORD.	1	1	0	0.00%
1428	DIRECTOR RIAC	1	1	0	0.00%
1434	AIRPORT CREDENTIALING SPC	1	1	0	0.00%
1479	ASST AIRPORT CRED SPECIALIST	1	1	0	0.00%
1487	RESTAURANT/BAR MANAGER	1	1	0	0.00%
1488	ASST RESTAURANT/BAR MANAGER	1	1	0	0.00%
Location: 4332 AIRPORT - OPERATIONS					
1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1179	SUPERVISOR RIAC	1	1	0	0.00%
1180	MAINTENANCE WORKER RIAC	5	5	0	0.00%
Location: 4341 SANITATION					
1183	SUPERVISOR SOLID WASTE	2	2	0	0.00%
1185	AUTOMATED COLLECTION OPERATOR	15	15	0	0.00%
1186	SOLID WASTE/FACILITY MANAGER	1	1	0	0.00%
1373	HEAVY-DUTY TECHNICIAN	4	4	0	0.00%
1374	LUBE TECHNICIAN	1	1	0	0.00%
1375	PARTS TECHNICIAN	1	1	0	0.00%
1477	SOLID WASTE ADMIN ANALYST	1	1	0	0.00%
1480	SOLID WASTE ADMIN ASSISTANT	1	1	0	0.00%
1484	EMERGENCY VEHICLE TECHNICIAN	1	1	0	0.00%
Location: 4342 LANDFILL					
1487	ACCOUNTING TECHNICIAN II	1	1	0	0.00%
1189	EQUIPMENT OPERATOR	5	5	0	0.00%

Employee Turnover



Period Start Date: 2/6/2026

Period End Date: 2/19/2026

1191	SANITATION WORKER	3	3	0	0.00%
1330	ENVR COMPLIANCE SPECIALIST	1	1	0	0.00%
1458	SCALE HOUSE ATTENDANT	1	1	0	0.00%
1469	EQUIPMENT OPERATOR SR	1	1	0	0.00%
Location: 4352 WATER - CUSTOMER SERVICE					
1193	CUSTOMER SERVICE CLERK	7	15	0	0.00%
1195	UTILITIES BILLING SUPERVISOR	1	1	0	0.00%
1348	METER READER	5	5	0	0.00%
1460	UTILITIES BILLING MANAGER	1	1	0	0.00%
1481	METER READER SUPERVISOR	1	1	0	0.00%
Location: 4353 CENTRAL CONTROL					
1196	WATER PRODUCTION OPERATOR	5	5	0	0.00%
1269	DEPUTY SUPERINTENDENT	1	1	0	0.00%
1292	WATER PRODUCTION OPERATOR SR	1	1	0	0.00%
1489	ADMIN. WATER METER SPECIALIST	1	1	0	0.00%
1492	LEAD & COPPER TECHNICIAN TEMP	0	1	0	0.00%
Location: 4354 PUBLIC WORKS					
1201	ADMIN. ASSISTANT SR. WATER	1	31	0	0.00%
1202	WAREHOUSE WORKER	1	1	0	0.00%
1203	WAREHOUSE WORKER SR.	1	1	0	0.00%
1205	MAINTENANCE WORKER SR. WATER	3	3	0	0.00%
1206	EQUIPMENT OPERATOR WATER	7	7	0	0.00%
1208	SUPERINTENDENT WATER	1	1	0	0.00%
1209	SUPERVISOR WATER	1	1	0	0.00%
1266	UTILITY DIRECTOR	1	1	0	0.00%
1276	UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%
1286	W & S MAINTENANCE WORKER I	10	10	0	0.00%
1309	VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%
1327	WORKFLOW COORD/INSPECTOR	1	1	0	0.00%
1377	METER MAINTENANCE TECHNICIAN	1	1	0	0.00%
Location: 4355 WWTP					
1211	ADMIN. ASSISTANT SR. WWTP	1	1	0	0.00%
1212	PRETREATMENT COORDINATOR WWTP	1	1	0	0.00%

Employee Turnover



Period Start Date: 2/6/2026
Period End Date: 2/19/2026

1213	OPERATOR WWTP	5	5	0	0.00%
1214	OPERATOR SR. WWTP	1	1	0	0.00%
1215	SUPERVISOR WWTP	1	1	0	0.00%
1216	SUPERINTENDENT WWTP	1	1	0	0.00%
1283	WWTP ELECTRICIAN	1	1	0	0.00%
1311	MAINTENANCE WORKER WWTP	1	1	0	0.00%

Location: 4356 WWTP - SEWER MAINTENANCE 6 6 1 18.18%
1219 EQUIPMENT OPERATOR WWTP 4 4 1 28.57%
added back
I.Molinar

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4812	MOLINAR, ISAAC	1219104	EQUIPMENT OPERATOR WWTP	12/8/2025	2/13/2026

1454 EQUIPMENT OPERATOR SR. WWTP 2 2 0 0.00%
Location: 4358 WWTP - CITY LAB 3 2 1 40.00%
1221 LAB TECHNICIAN ASSISTANT WWTP 2 1 1 66.67%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4284	LOPEZ, ERIC	1221102	LAB TECHNICIAN ASSISTANT WWTP	5/5/2023	2/6/2026

1222 LABORATORY TECHNICIAN WWTP 1 1 0 0.00%
Location: 4411 CEMETERY 11 11 1 9.52%
1223 ADMIN. ASSISTANT CEMETERY 1 1 0 0.00%
1224 GROUNDS MAINT. WORKER CEMETERY 3 3 0 0.00%
1225 GROUNDS MAINT. WORKER SR. CEM. 4 4 0 0.00%
1226 SUPERINTENDENT CEMETERY 1 1 0 0.00%
1324 CEMETERY SUPERVISOR 1 1 0 0.00%
1470 CEMETERY LABORER TEMP 1 1 1 200.00%
added back
M.Carrillo

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4711	CARRILLO SUAREZ, MANUEL	1470101	CEMETERY LABORER TEMP	5/5/2025	2/6/2026

Location: 4511 PECOS TRAILS TRANSIT 21 21 1 4.88%
1043 CUSTODIAN 1 1 0 0.00%
1229 TRANSIT OPERATIONS SUPV II 1 1 0 0.00%
1231 VEHICLE OPERATOR TRANSIT 16 16 1 6.45%
added back
K.Helgeson

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4779	HELGESON, KATELYN	1231113	VEHICLE OPERATOR TRANSIT	10/27/2025	2/11/2026
1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%

Employee Turnover



Period Start Date: 2/6/2026
Period End Date: 2/19/2026

1315	TRANSIT OPERATIONS SUPV I	1	1	0	0.00%
Location: 4631 INFORMATION TECHNOLOGY					
		6	6	0	0.00%
1233	INFORMATION TECHNOLOGY TECH.	1	1	0	0.00%
1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%
1235	IT TECHNICIAN SR.	2	2	0	0.00%
1364	NETWORK ADMINISTRATOR ENGINEER	1	1	0	0.00%
1446	SYSTEMS & DATA INTEGRATION SPE	1	1	0	0.00%
Location: 4656 CONSOLIDATED DISPATCH					
		16	16	2	13.33%
1236	EMERGENCY COMM. DISPATCHER	7	7	2	33.33%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4712	LOPEZ, ROBERTA	1236101	EMERGENCY COMM. DISPATCHER	5/12/2025	2/18/2026
4820	SERRANO, JAMIE	1236112	EMERGENCY COMM. DISPATCHER	1/9/2026	2/10/2026
1237	EMERGENCY COMM. SUPERVISOR	4	4	0	0.00%
1238	DEPARTMENT MANAGER DISPATCH	1	1	0	0.00%
1262	TRAINING COORDINATOR	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%
1437	EMERGENCY COMM. ADMIN ASST.	2	2	0	0.00%
				640	

added back both employees

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

Legal Department Monthly Report

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 5.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

DEPARTMENT NAME:

February Clerks Monthly Report

Attachments

February Clerks Monthly Report

February 2026 Monthly Report – City Clerk’s Office

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

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

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

<u>Department</u> (February 17, 2026 – March 16, 2026)	<u>New</u>
City Clerk	34
Municipal Court	2
PVRCC (Chaves County Sheriff’s Office)	8
Roswell PD	203

Swearing-In Report

Chief Aldana being sworn in on February 28, 2026.



Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval to the Finance Committee regarding the FY27 budget (Yntema)

BACKGROUND:

Initiated by: Hess Yntema

Review of the FY27 Budget and make recommendations.

FINANCIAL CONSIDERATION:

Review of the FY27 proposed budget.

LEGAL REVIEW:

Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:

Not applicable, this is the first committee to hear this item.

STAFF RECOMMENDATION:

Review and make recommendations to the Finance Committee regarding the FY27 budget.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval to advertise RFP 26-XX for construction services and repairs to City-owned facilities and infrastructure (Rogers).

BACKGROUND:

This request is for approval to advertise RFP 26-xx for construction services and repairs to City-owned facilities and infrastructure. We're requesting competitive sealed proposals from qualified Offerors to establish Job Order Contracts (JOC) for renovation, repair, new construction, and remodeling services on an Indefinite Delivery, Indefinite Quantity (IDIQ) basis. The intent of this contract is to support the timely, efficient, and cost-effective maintenance, repair, and preservation of City-owned facilities and infrastructure.

FINANCIAL CONSIDERATION:

Costs for services are established following a qualifications-based selection and contract negotiation process.

LEGAL REVIEW:

None at this time.

BOARD AND COMMITTEE ACTION:

The March 26, 2026 Legal Committee will be the first consideration of this item.

STAFF RECOMMENDATION:

Proceed as presented

Attachments

RFP Scope of Work

DRAFT SCOPE OF WORK

CITY OF ROSWELL



REQUEST FOR PROPOSALS

RFP: 26-XXX

CONSTRUCTION SERVICES & REPAIRS

RFP Issue Date: 4/18/2026

PROPOSAL DUE: Friday May 15th 2026

**PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88201**

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals from qualified Offerors to establish Job Order Contracts (JOC) for renovation, repair, new construction, and remodeling services on an Indefinite Delivery, Indefinite Quantity (IDIQ) basis. The intent of this contract is to support the timely, efficient, and cost-effective maintenance, repair, and preservation of City-owned facilities and infrastructure.

The City is implementing Job Order Contracting (JOC) to complete projects more efficiently and to ensure clear and fair price competition for the construction industry while streamlining the project development process. This method provides transparent, consistent, and verifiable pricing while streamlining project delivery and reducing the need for separate solicitations for each project.

The City intends to award this RFP as a multiple-source award to responsive and responsible Offerors.

SUMMARY SCOPE OF WORK

The scope of work includes, but is not limited to, remodeling, restoration, repair, removal and replacement of building components, alterations, rehabilitation, renovation, and new construction projects. Work may also include installation and repair of stucco, masonry, concrete, framing, fencing, gypsum board and finishes, painting, casework, trim, flooring, windows, elevators, doors and hardware, metal and steel work, landscaping, demolition, paving, excavation, and other general construction services as required.

The Contractor shall be qualified to perform upgrades and repairs to existing facilities, as well as new construction, additions, and related improvements to City-owned buildings and infrastructure.

All work shall be performed on an on-call, as-needed basis through the issuance of individual Job Orders. For each project, the Contractor shall develop a detailed scope of work and a corresponding price proposal. The price proposal shall include all labor, materials, equipment, supervision, permits, overhead, profit, and all incidental costs necessary to complete the work.

All work shall comply with applicable federal, state, and local laws, codes, and regulations,

DRAFT SCOPE OF WORK

including current building codes and safety standards. All installations shall be performed in accordance with manufacturer specifications and accepted industry standards by properly trained and qualified personnel.

All materials shall be new, of high quality, and compatible with existing materials unless otherwise approved by the City. The Contractor shall maintain clean and safe work areas at all times, control construction debris, and properly dispose of all waste materials at approved disposal facilities in accordance with applicable regulations.

DUTIES AND RESPONSIBILITIES

The selected Offeror(s) shall:

1. Provide construction services on an on-call or as-needed basis as directed by the City through its authorized department representative.
2. Furnish all labor, supervision, materials, equipment, tools, transportation, permits, licenses, bonds (when required pursuant to NMSA 1978, §13-4-18), insurance, traffic control, safety measures, and all incidentals necessary to complete each assigned Job Order.
 - a. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of these specifications and for which the contractor has not received written approval, removal of all unauthorized materials and installation of those indicated or specified shall be provided at no extra cost to the City.
3. Maintain all licenses required by the State of New Mexico Construction Industries Division (CID) and ensure that all work is performed in accordance with applicable state and local building codes and regulations.
 - a. Work performed under this RFP requires a GB-98 license from the State of New Mexico Construction Industries Division.
4. Obtain all required permits and coordinate all inspections necessary for project completion.
 - a. All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of applicable City, State, County, and National codes and ordinances.
 - b. As required by CID, the contractor shall pay for permit drawings required to perform the work called for in the owner's scope. Drawings shall include all details necessary for proper installation.

DRAFT SCOPE OF WORK

5. Comply with the Public Works statutes (NMSA 1978, §§13-4-1 through 13-4-43, when applicable), and all other federal, state, and local laws, ordinances, and regulations.
 - a. Pursuant to NMSA 1978 §13-4-11, every Job Order or project in excess of sixty thousand dollars (\$60,000) shall comply with the statute.
 - b. Please refer to the NM Workforce Solutions website for prevailing wage rates.
 - c. Prevailing wage decisions will be issued per project when the project is identified and exceeds sixty thousand dollars (\$60,000).
 - d. Any Contractor, Prime Contractor or Subcontractor wishing to be considered for award of any portion of a public works project greater than sixty thousand dollars (\$60,000) must be registered with the Department of Workforce Solutions, pursuant to NMSA 1978 §13-4-13.1.
6. Provide performance and payment bonds for individual projects when required by law.
 - a. In accordance with NMSA 1978, §13-4-18, the successful Offeror, upon notification of award, shall deliver the required performance and materials/payment bonds in the amount of one hundred percent (100%) for any project which exceeds twenty-five thousand dollars (\$25,000.00), or provide satisfactory evidence that such bonds will be furnished within seven (7) days. Bond must be satisfactory to the City and executed by a surety company authorized to do business in the State of New Mexico.
 - b. Offerors shall be responsible for securing all applicable bonds, and the cost of all bonding shall be included in the Offeror's price proposal.
7. Maintain a safe work environment in compliance with OSHA and all applicable safety regulations.
 - a. The Contractor shall take all necessary precautions to protect the site occupants from hazardous conditions.
 - b. The Contractor shall be responsible for damage to persons or property that occurs as a result of the Contractor's fault or negligence, or that of the Contractor's employees and/or agents, in connection with this contract.
8. Maintain accurate project documentation, including invoices, certified payrolls (if applicable), change orders, and supporting records, and make such records available to the City upon request.
9. Maintain clean and orderly work areas and properly dispose of all construction debris at approved disposal facilities.
 - a. Contractor shall be responsible for any and all fees associated with disposal of construction debris.
10. Not commence any work until receipt of written authorization from the City in the form of a Purchase Order and Notice to Proceed.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of a five-year water rights lease agreement with Leprino Foods Co. for 1,200 acre-feet of City of Roswell water rights, including an option for one (1) five-year renewal term. (Nairn-Mahan)

BACKGROUND:

The City of Roswell (Lessor) owns certain Artesian water rights and water wells in Chaves County, New Mexico and proposes to lease a portion of said water rights to Leprino Foods Co. (Lessee) The total water rights Lessor desires to lease to Lessee is 1,200 acre-feet per year at the Lessee's location. The initial term of this proposed lease is from 11/1/2026 to 10/31/2031.

FINANCIAL CONSIDERATION:

During the initial term of this Lease, Lessee shall be entitled to use up to 1200 acre-feet of water per year at the move-to location, for which Lessee agrees to pay Lessor the sum of \$38.00 per acre-foot. After the initial year and each successive year of the lease term thereafter, the per acre foot cost of the water shall be increased by three percent (3%) annually per acre-foot.

LEGAL REVIEW:

The City Attorney has reviewed the proposed lease.

BOARD AND COMMITTEE ACTION:

This will be the first consideration of this item.

STAFF RECOMMENDATION:

Proceed as presented

Attachments

Leprino Model Water Lease

WATER LEASE AGREEMENT

This Water Lease Agreement, hereinafter "Agreement", is entered into on this _____ day of _____, 20____ by and between the City of Roswell, hereinafter "Lessor", and Leprino Foods Company, hereinafter "Lessee" upon the terms and conditions set forth herein:

RECITALS

WHEREAS, Lessee owns and operates a commercial cheese and related ingredients manufacturing and processing plant and has water wells located in Chaves County, New Mexico and desires to lease water which can be used by Lessee in connection with its commercial manufacturing and processing plant and associated farming operation (the "Facility"); and,

WHEREAS, Lessor has an interest in the continued success of the Facility through the City's participation in the Industrial Revenue bonds issued in relation to the Facility and through the Facility's substantial contribution to the local community in terms of direct and indirect jobs and overall community impact; and,

WHEREAS, Lessor owns certain Artesian water rights and water wells in Chaves County, New Mexico and Lessor has agreed to lease apportion of said water rights to Lessee. The total water rights Lessor desires to lease to Lessee is 1,200 acre-per feet per year at the lessee's location to be used from 11/1/2026 to 10/31/2031, hereinafter referred to as "Water Rights" and,

WHEREAS, in order to achieve 1200 acre-feet, per annum at the move to location, the Lessor will provide an estimated 1430 acre-feet, per annum, at the move from location; and

WHEREAS, a Water Year in the Roswell Artesian Basin starts on 11/1 and runs through 10/31 of the following year and;

WHEREAS, the parties will file a 10-year application for a Temporary Permit to Change an Existing Water Right with the New Mexico Office of the State Engineer for the purpose of permitting Lessee to use the lessor's Water Rights timeframe; and,

WHEREAS, Lessor and Lessee wish to enter into this Agreement for a lease of Lessor's Water Rights, with certain options provided herein, and agree that this Agreement is subject to the approval of the Application for Temporary Permit to Change an Existing Water Right by the New Mexico Office of the State Engineer, a copy of which is set forth in Exhibit A.

NOW THEREFORE, in consideration of the premises, and the mutual understandings by and between the parties, Lessor and Lessee agree to the following'

- I. **Reduction in Use:** During the term of this Agreement, Lessor, pursuant to NMSA 1978 § 72-6-1 et seq, shall reduce its use of the Water Rights to the extent necessary or required to provide water to Lessee in the amount provided for herein.
- II. **Amount:** During the initial term of this Lease, Lessee shall be entitled to use up to 1200 acre-feet of Water Rights per year at the move-to location, for which Lessee agrees to pay Lessor's the sum of \$38.00 per acre-feet of Water Rights which are successfully transferred to Lessee's property and used by Lessee as provided below. After the initial year and each successive year of the lease term thereafter, the per acre foot cost of the Water shall be increased by three percent (3%) annually per acre-foot to adjust for inflation. Lessee shall only be required to pay for the actual amount of water used by Lessee.
- III. **Cooperation:** Lessee and Lessor agree to cooperate in the filing of all necessary forms in the Office of the State Engineer and provide assistance in providing information necessary so as to carry out the terms, rights and obligations of this Agreement. Lessee shall be responsible for all cost associated with the submission of an Application for Temporary Permit to Change an Existing Water Right to the State Engineer, including cost of publication. Any additional costs related to obtaining approval of the transfer of the Water Rights shall be provided to Lessee in advance, and agreed to by Lessee in writing.
- IV. **Primary Term:** Option to Extend: The primary term of this Agreement shall be from 11/1/2026 to 10/31/2031. Lessee shall have an option to extend the term for a subsequent term for a period of five (5) years for the same amount of Water Rights per year as set forth in this Agreement. Lessee must give Lessor ninety (90) days written notice of its intent to either extend the term, or terminate this Agreement. In the event the Agreement is terminated, or otherwise not renewed, both parties shall provide written notice within thirty (30) days to the Office of the State Engineer of the parties intent to not extend the Agreement.
- V. **Payment:** During the term of this Agreement, Lessor will make available to Lessee a total of up to 1200 acre-feet per year. During such time, Lessor guarantees that there will be at least 1200 acre-feet of Water Rights per year available for use by Lessee through Lessee is not required to use all such Water Rights used by the Lessee during any given water year in the Roswell Artesian Basin.
- VI. **Representation:** The parties agree that payment based on consumption, as provided in paragraph 2, is an efficient way to lease the Water Rights for the committed amount set forth in this Agreement.
- VII. **Compliance with State Law:** Lessor and Lessee agree to abide by all laws, rules and regulations of the State of New Mexico and by any rules or regulations imposed by the State of New Mexico.
- VIII. **Notices:** All notices request or other communications required to be given by the parties, shall be by regular and certified mail and sent to the following:

CITY of Roswell
ATTN: City Manager
425 N. Richardson
Roswell, NM 88201

Leprino Foods Company
ATTN: Legal Department
1830 West 38th Avenue
Denver, CO 80211

- IX. **Waivers:** One or more waivers of any covenant, term or condition of this Agreement shall not be construed as a waiver of subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
- X. **Force Majeure:** If, because of Force Majeure, Lessor is unable to carry out its obligations under this Agreement despite the exercise of reasonable efforts to identify alternative measures to enable Lessor to continue to meet its' obligations, and Lessor promptly gives written notice to Lessee, Lessor's obligations shall be suspended during the Force Majeure event or a period of 90 days, whichever is longer
For the purposes of this Agreement, "Force Majeure" shall mean any cause beyond the reasonable control of the Lessor that is caused by acts of God, including sustained drought, civil disorder, war, labor disputes, changes in law or damage to the Lessor's water supply infrastructure that leads to a severe shortage of water within the City of Roswell, and that either (i) prevents the Lessor from satisfying its obligations under this Lease; or (ii) prevents the Lessor from meeting the essential, non-discretionary water demands of its citizens without using the Water Rights that are the subject of this Lease to meet such essential non-discretionary water demands of its citizens.
- XI. **Governing Law:** This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of New Mexico. Both parties agree that they will abide by all rules and regulations of the State of New Mexico and imposed by the Office of the State Engineer (OSE) with regard to the Water Rights.
- XII. **Entire Agreement and Amendment:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties having been incorporated herein. No course of prior dealings between the party's shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understanding, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement is the entire Agreement and may be amended only in writing signed by Lessor and as approved by the City Council for the City of Roswell.
- XIII. **Assignment:** The Water Rights, the rights and obligations of Lessee, under this Agreement, and/or the land from which the Water Rights were transferred to shall not be assigned, transferred or sold by Lessee without prior written approval of Lessor.
- XIV. **Binding Effect; Filing:** In the event of an assignment, sale or transfer of the ownership of the Water Rights and/or the land from which the Water Rights were transferred to any party, such transfer, sale or assignment shall be subject to the terms of this Agreement. In connection therewith the parties agree that a Memorandum of Lease shall be filed in the

County Clerk's records of Chaves County, New Mexico, to give evidence of this Agreement to third-parties.

- XV. **Integration:** This agreement supersedes and replaces all prior agreements and understanding between the parties with respect to leasing water.

{Signatures to Follow}

IN WITNESS WHEREOF, Leprino Foods Company and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this _____ day of _____, 202____.

“City”

CITY OF ROSWELL

“Leprino”

LEPRINO FOODS COMPANY

By: Timothy Z. Jennings, Mayor

By: First Last, Title

City Seal

Amalia Martinez, City Clerk

Approved as to Form

Hessel Yntema, City Attorney

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of the Professional Service Agreement with Sparktek Service, LLC (Nairn-Mahan).

BACKGROUND:

Initiated by: Christopher J. Nairn-Mahan

As part of its ongoing obligations pursuant to a settlement agreement and general duties related to airport operations, the City is responsible for ensuring that appropriate technical service, maintenance and operations support are in place to meet TSA security requirements. SparkTek Services LLC has the capacity to provide these specialized services to the City of Roswell as required by the TSA.

FINANCIAL CONSIDERATION:

The City shall compensate SparkTek Service, LLC at a rate of One Hundred Twenty-Five Dollars (\$125.00) per hour and shall not exceed Thirty Thousand Dollars (\$30,000.00) without prior written authorization and a formal amendment to this Agreement approved in accordance with applicable City policies.

LEGAL REVIEW:

The City Attorney has reviewed this item.

BOARD AND COMMITTEE ACTION:

This will be the first consideration of the item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

SparkTek Agreement

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is hereby entered into on this _____ day of _____, 2026 (the “Effective Date”), by and between the CITY OF ROSWELL, NEW MEXICO (“City”), a political subdivision of the State of New Mexico, located at 425 N. Richardson, Roswell, NM 88201, and SPARKTEK SERVICE, a(n) LLC, whose principal address is Address (“Contractor”), collectively referred to herein as the Parties.

RECITALS

WHEREAS, the City owns and operates a municipal airport that requires compliance with all applicable Federal Aviation Security (FAA) regulations including those administered by the Transportation Security Administration Security Administration (TSA); and

WHEREAS, the City is responsible for ensuring that appropriate technical service, maintenance and operations support are in place to meet TSA security requirements and to maintain the safe and efficient operation of Airport security system; and

WHEREAS, the Company represents that it is qualified, experienced, and properly equipped to provide such technical services and operational support in accordance with all applicable federal, state, and local laws, regulations and TSA guidelines; and

WHEREAS, The City has determined that it is necessary and, in the best, interest of the public health, safety, and welfare to engage a qualified contractor to provide technical support and operations services related to TSA-required systems and functions at the Airport; and

WHEREAS, the City desires to retain the Company, and the Company desires to be retained by the City, to provide such services under the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration for the mutual covenants contained herein, Contractor and the City agree as follows:

1. The term of this Agreement shall commence on the Effective Date and shall continue for a period of 1 year (the “Term”) and may be renewed annually for ONE (1) year for THREE (3) years. In no case will this contract, including all renewals thereof, exceed a total of FOUR (4) years
2. In consideration for the compensation specified below, hereby agrees to assist the Roswell Director with the ongoing technical support, monitoring, maintenance and operational oversight of specialized airport systems, including but not limited to security screening systems, access control

systems, surveillance systems, communications infrastructure, and other related technical components (collectively, the “Airport Technical Systems”)

3. **SPARKTEK** In consideration for the services provided under this Agreement, the City shall compensate the SparkTek at a rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for actual hours worked in the performance of the services described herein, provided that the total compensation payable under this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00) without prior written authorization and a formal amendment to this Agreement approved in accordance with applicable City policies. Company shall invoice the City for work done pursuant to this Agreement as set forth in the proposal, on a monthly basis for services rendered during the preceding month (the Billing Period). The City may reject an invoice for any Billing Period which is not received within 30 days of the end of the Billing Period, in which case the City shall not be liable to pay such invoice. In the event that City objects any invoice, or portion thereof, any reason other than timeliness, the City shall provide a notice there of and 30 days to cure, and shall pay any portions of such invoice to which it does not object. The City shall thereafter pay within 30 days of satisfactory evidence of cure by **SPARKTEK**. The City’s requirement under this Section shall be referred to herein as the “Compensation”.

4. The relationship of **SPARKTEK** to the City shall be that of an independent contractor. Contractor is not and shall not be considered an employee of the City. **SPARKTEK** shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City.

5. This Agreement shall further not constitute the formation of a partnership or joint venture. **SPARKTEK** is without authority to act as the agent or representative of the City and shall not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

6. Either Party may terminate this Agreement at any time during the Term by giving 60 days written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

7. **SPARKTEK** agrees to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless the City, its council members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, including costs of litigation and reasonable attorneys’ fees, that are asserted by any person or entity, to the extent arising out of any

and all acts or omissions of **SPARKTEK**, in the performance of this Agreement, excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts.

8. **SPARKTEK** agrees to be responsible for all loss or damage from any cause whatsoever to any of his property or equipment. **SPARKTEK** is responsible for providing his own liability and loss insurance coverage for any of his property or equipment and **SPARKTEK** expressly acknowledges that no part of said property or equipment shall be covered under the City's insurance policies.

9. This Agreement shall be governed by the laws of the State of New Mexico, exclusive of choice of law provisions, and venue for any judicial proceeding resulting here from shall lie in the Fifth Judicial District, Chaves County, New Mexico.

10. Notices and other communications under this Agreement must be in writing by regular mail to the following addresses:

CITY OF ROSWELL

Attn: Hessel Yntema

City Manager

P.O. 1838, Roswell, NM 88202-1838

SPARKTEK

Attn: UNKNOWN

Owner

Unknown, Roswell, NM 88201

11. This Agreement constitutes the entire agreement of the Parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may only be modified or amended in writing, signed by the Parties hereto, and any such duly-executed written modification or amendment shall be automatically incorporated into this Agreement as if set forth fully herein.

12. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **SPARKTEK** shall not assign, sublet or subcontract any obligation, duty, right or covenant hereunder without the express written consent of the City, which the City may withhold in its total discretion.

14. **SPARKTEK** expressly acknowledges that in entering into this Agreement, he does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

15. **SPARKTEK** expressly acknowledges that he has been advised to seek his own separate legal counsel for advice with respect to this Agreement, and has had sufficient opportunity to do so. The Parties further agree that interpretation of this Agreement shall be made without regard to authorship or negotiation.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, SPARKTEK and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this ____ day of _____, 2023, the Effective Date hereof.

“City”

“SparkTek”

CITY OF ROSWELL

SPARKTEK SERVICE, LLC

By: Hessel Yntema
City Manager

By:

CITY SEAL

Amalia Martinez, City Clerk

Approved as to form:

Christopher J. Nairn-Mahan, City Attorney

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of a ten (10) year lease of Building 611 at the Roswell Air Center to Carlsbad Lifehouse Inc. for \$131,488.00 per annum (Nairn-Mahan).

BACKGROUND:

Initiated by: Christopher J. Nairn-Mahan

This lease is contemplated in the Carlsbad LifeHouse Opioid Abatement/Treatment Service Agreement approved at the March 12, 2026, City Council meeting. The proposed ten (10) year lease of Building 611 at the Roswell Air Center will provide the space needed for Carlsbad LifeHouse to stand up a treatment facility here in Roswell.

FINANCIAL CONSIDERATION:

First year rent of one hundred thirty-one thousand four hundred eighty-eight dollars and zero cents (\$131,488.00), payable in 12 monthly installments of \$10,957.33. This lease has a 3% CPI-U annual increase which is presently capped at 6% per year.

LEGAL REVIEW:

The City Attorney has reviewed the lease agreement.

BOARD AND COMMITTEE ACTION:

This will be the first consideration of a lease for Building 611 at the Roswell Air Center to house a treatment facility as contemplated by the Opioid Abatement/Treatment Service Agreement approved by City Council on March 12, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Carlsbad Life House

My ✓

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

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

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Building No. 611, consisting of 18,784 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as 9 East Challenger, Roswell, NM 88203. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on April 1, 2026, for 10 years and shall terminate on March 31, 2036, collectively known as the "Lease Period," unless terminated or canceled earlier as herein provided. City hereby approves, and shall not contest, relinquishment of this Lease by Lessee with a six month notification in writing to the City the Termination Date, provided that Lessee is not in default of the Lease at the time of said

relinquishment, and also that Lessee surrenders the Leased Premises in compliance with this Lease.

2.02 As part of the consideration paid by Lessee to City, City grants to Lessee during the term of this lease a contingent option to purchase the Leased Premises, as identified in more detail in Exhibit A, exclusive of the land on the terms set forth herein. Should Lessee desire to exercise the option to purchase it shall do so no later than 180 days prior to the end of the term of this Lease. Upon Lessee notifying City of its intent to exercise this option, the Parties shall meet to hire a qualified appraiser to do an appraisal of the property. If the Parties cannot agree on one appraiser with cost to be equally shared, then each may hire their own appraiser at each of their own cost. The purchase price shall be the value set by the appraiser (if the Parties agree on one appraiser) or by the average value of the two appraisals (if the Parties each select their own appraiser). The Parties agree to cooperate with one another to encourage the two appraisers to work together so their appraisal each address any difference in the valuations. Any agreed upon valuation between the parties is subject to approval by the Federal Aviation Administration (FAA) whose consent and agreement to the sale is mandatory before any sale can occur. If a purchase price is determined and approved by the FAA, the City, the Parties agree to promptly move to close the purchase and sale, with City to deliver to Lessee a Title Policy Commitment evidencing City's title to the Lease Premises and setting forth any title defects. City shall have a reasonable period of time to address any title defects that Lessee reasonably demands to be cured prior to closing. Within 30 days of the Lessee accepting the condition of title, the City, pursuant to §3-54-1(D) NMSA, shall by Ordinance present the proposed sale to the Governing Body for public comment and subsequent vote by the Governing Body. Upon a majority vote of the Governing Body affirming the proposed sale, the Parties will close the purchase and sale. Monthly rent for the leased premises shall continue during any time it take for City to duly pass the statutorily mandated ordinance, even if it is beyond the end of the term of the Lease as the Lease shall continue on a month-to-month basis until closing. Rent will not be prorated for the month in which closing occurs.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of One hundred thirty-one thousand Four hundred eighty-eight dollars and zero cents (\$131,488.00), payable in 12 monthly installments of \$10,957.33. Thereafter, the rent will be adjusted annually by 3.0% or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. City Average), whichever is greater, but in no event by greater than 6%. Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

paid to City without abatement, reduction or setoff of any kind except as herein specifically provided.

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 **SECURITY DEPOSIT (NON-AERONAUTIC USE).** Lessee will pay the amount of \$32,871.99 as a security deposit (equivalent to three months' rent) for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward: a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises, and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease, the security deposit shall first be applied to necessary cleaning and removal, repairs, and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

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

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 **PERMITTED USE.** Lessee shall use the Leased Premises for the sole and exclusive purpose of a treatment facility. No other uses shall be permitted.

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

6.03 **MAINTENANCE.**

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair, all structural and mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the foundation, roof, interior and exterior walls, any heating, ventilating

and air conditioning systems, heating systems, any plumbing, electrical, and mechanical systems, ceilings, floors, wiring and any non-public utilities. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

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

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

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

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

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

b. In addition to all other indemnities provided in this Lease, Lessee agrees to defend, indemnify, and hold the City free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including reasonable attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from the generation,

manufacture, processing, use, release or other spills or leaks of chemicals and products that are or may become hazardous materials, the existence or discovery of any hazardous materials in excess of the levels allowed by all applicable environmental laws or violations of applicable environmental laws on the Leased Premises, the subsurface or the migration of any hazardous material from the Leased Premises to other properties or into the surrounding environment, in each case caused by the Lessee or its operations whether: (a) made, commenced or incurred during the Lease Period; or (b) made, commenced or incurred after the expiration or termination of this Lease if arising out of events occurring during the Lease Period; provided, however, Lessee's obligation to indemnify the City pursuant to this paragraph shall not apply with respect to either: (a) any hazardous material released by the City; or (b) any hazardous material (for which Lessee is not otherwise responsible) clearly demonstrated to have existed prior to this Lease or be migrating onto the Leased Premises from some other location through no fault of Lessee.

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

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

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

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

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

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

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

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

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

ARTICLE 11 – RELINQUISHMENT

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

ARTICLE 12 – ASSIGNMENT

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

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, b) the activities of third parties on the Leased Premises, whether with or without Lessee's knowledge or consent. In the event that any action, suit, or proceeding is brought against Lessee, Lessee shall, as soon as practicable but no later than three (3) days after it receives notice thereof, notify the legal counsel of City. This Paragraph shall survive the termination, cancellation, or relinquishment of this Lease, and any cause of action of City to enforce this provision shall not be deemed to accrue until City's actual discovery of said liability, claim, loss, damage, or expense.

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

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

A. General Liability Insurance

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

Such an insurance policy must specifically provide coverage for the City and its employees and agents in minimum amounts of \$2 million dollars (\$2,000,000.00) for damage to or destruction of each legally described real property arising out of a single occurrence; 2 million dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury or death; and \$2 million dollars (\$2,000,000.00) with respect to any one occurrence. Higher coverage for the City may be reasonably required by the City from time to time, including but not limited to increases needed

to provide complete coverage for City's maximum liability under the New Mexico Tort Claims Act, NMSA 1978 § 41-4-1 et seq., and New Mexico Civil Rights Act, NMSA 1978 § 41-4A-1 et seq. City shall have no liability for premiums charged for such coverage, and inclusion of City as an insured party is not intended to, and shall not make City a partner or joint venturer with Lessee in its operations.

B. Property Coverage

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

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

- (1) Contractual liability
- (2) Bodily Injury and Property Damage liability
- (3) Premises operations
- (4) Personal injury
- (5) Advertising injury
- (6) Fire legal liability
- (7) Medical expense
- (8) Independent contractor/consultants/subcontractor/consultants
- (9) Products – completed operations
- (10) Pollution Liability

(11) Additional insured endorsement (primary& non-contributing in favor of City)

(12) Waiver of subrogation in favor of City

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

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

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

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

Article 18.USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees, and Other Persons.

- a. No person may:
 - i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
 - ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
 - iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas,

AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.

b. Security Badges

i. Airport ID Badge

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

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

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.
- c. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities providing services on Airport property comply with Airport Security, these Rules and Regulations.**
- d. Tenants and tenant employees are responsible for controlling access to doors, gates, and other passageways between the AOA and the landside of the airport through their lease areas.**
- e. A breach in security caused by a tenant or tenant employee that results in a TSA, Airport Security Coordinator, or Airport Director finding of negligence will be cause to review, suspend, or withdraw access privileges, impose additional training requirements, and/or impose other penalties as provided by these Rules and Regulations and the Airport Security Program.**
- f. Tenant shall use the Leased Premises solely for the purpose of a treatment facility together with such other related uses as shall be reasonably incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. The Roswell City Code shall bind tenant or, as may be amended from time to time, and all applicable policies and procedures of the Roswell Air Center (ROW).**
- g. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State, and local regulations, laws,**

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

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

ARTICLE 18 – DEFAULT AND CANCELLATION

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

ARTICLE 19 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises are damaged by fire or other perils, City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. City shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Leased Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above during the period of such repair, reconstruction or restoration, or (2) to give notice to Lessee at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as determined by City in its sole discretion, there shall be no reduction of rent.

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

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

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

date of this Lease. Lessee agrees to protect the Leased Premises from waste or trespass. Lessee's compliance with all laws, regulations, and policy shall be at its own expense.

ARTICLE 21 – SCOPE OF AGREEMENT

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

ARTICLE 22 – AMENDMENT

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

ARTICLE 23 – APPLICABLE LAW

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

ARTICLE 24 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 25 – BANKRUPTCY

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

ARTICLE 26 -- HOLDOVER

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

ARTICLE 27 – NOTICES

The addresses for notice are:

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

For Notice to Lessee:
Carlsbad LifeHouse Inc.
PO Box 3141
Carlsbad, NM 88221

ARTICLE 28 – RULES OF CONSTRUCTION

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

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

ARTICLE 29 – CALCULATION OF TIME

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

ARTICLE 30 – STATUS OF CITY

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

ARTICLE 31 – ENTIRE AGREEMENT AND AMENDMENT

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

ARTICLE 27 – NOTICES

The addresses for notice are:

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

For Notice to Lessee:
Carlsbad LifeHouse Inc.
PO Box 3141
Carlsbad, NM 88221

ARTICLE 28 – RULES OF CONSTRUCTION

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

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

ARTICLE 29 – CALCULATION OF TIME

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

ARTICLE 30 – STATUS OF CITY

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

ARTICLE 31 – ENTIRE AGREEMENT AND AMENDMENT

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

Remainder of the Page Left Blank Intentionally

IN WITNESS WHEREOF, this Lease is executed the ___ day of April, 2026.

For City:

By: Timothy Z Jennings, Mayor

For Lessee:

By: Philip Huston, Director

SEAL

Attest:

Amalia Martinez, City Clerk

Approve as to form:



By: Christopher Nairn-Mahan, City Attorney

LEASE AGREEMENT

PRIMISES: Building No. 611,
consisting of 18,784 square feet $\pm$.
9 East Challenger St.

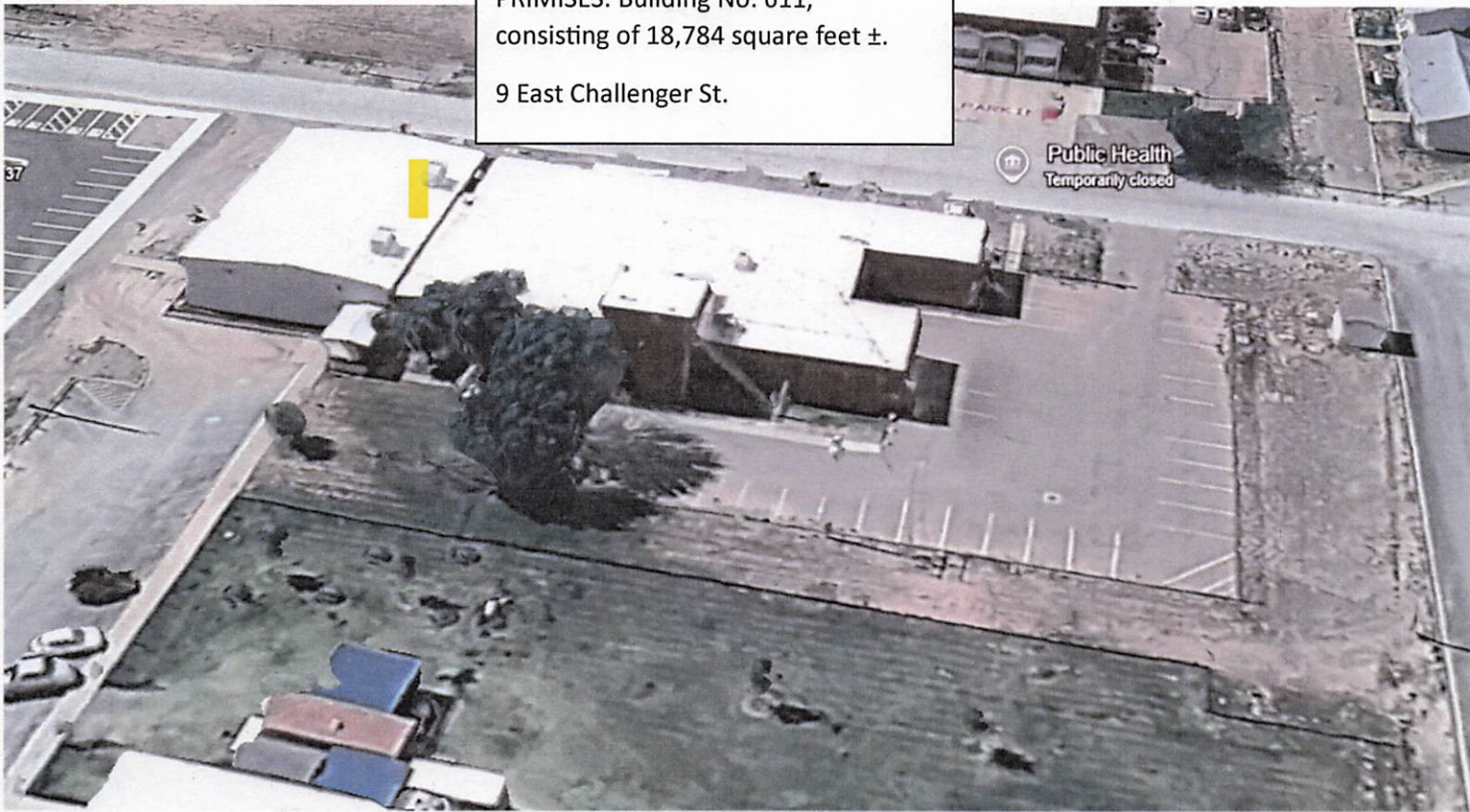


EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

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

☒ II. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Carlsbad LifeHouse Inc has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000.00 per accident for bodily injury and property damage.

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

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

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

b. If Carlsbad LifeHouse Inc maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by Carlsbad LifeHouse Inc.

2. ADDITIONAL INSURED STATUS

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

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

3. PRIMARY COVERAGE

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

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

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

6. SELF-INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS-MADE POLICIES

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

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

9. VERIFICATION OF COVERAGE

Carlsbad LifeHouse Inc shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the required documents prior to commencement of the Work, however, shall not waive Carlsbad LifeHouse Inc obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

10. SPECIAL RISKS OR CIRCUMSTANCES

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of the purchase of one (1) John Deere Broce RJT350 Sweeper from 4 Rivers Equipment for airport runway and taxiway maintenance, in the amount of \$77,706.98, utilizing the CES Cooperative Contract 2022-10-C102-ALL (Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

The Broce RJT350 sweeper will be used to remove debris from runways and taxiways prior to rubber removal operations, improving surface conditions and extending the lifespan of existing equipment.

Proper surface preparation is critical for effective rubber removal. Utilizing the sweeper will enhance operational efficiency, reduce wear on the Cyclone 4600 rubber removal machine, and support consistent maintenance of airport surfaces.

FINANCIAL CONSIDERATION:

Funding for this purchase will be provided through NMDOT aviation funds, project ROW-25-003.

LEGAL REVIEW:

No legal review is required for this purchase.

BOARD AND COMMITTEE ACTION:

The legal committee will be the first to consider this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

AVA 1665
RJT350

Project No.	ROW-25-03
Contract No.	AVA1665
Vendor No.	0000054357

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the CITY OF ROSWELL, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

- 1. Section 1, Purpose, of the original agreement is deleted and replaced with the following:
- 2. Project Description shall be amended as follow:

TWY C EXTENSION & ACQUIRE RUBBER REMOVAL EQUIPMENT

- 3. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

Signed by:
By: Jessi Litz-Powden
B33A2037D7114CA...

Date: 01/05/26

New Mexico Department of Transportation
Cabinet Secretary or Designee

DocuSigned by:
By: Ricky Serna
5910E8A0255842F...

Date: 01/05/26

SPONSOR

DocuSigned by:
By: Chad Cole
80E20CD7FE55473...

Date: 01/02/26

Approved as to form and legal sufficiency

Signed by:
By: John Newell
Acting General Counsel
6750GEC1625D408...
Assistant General Counsel

Date: 01/02/26

Moran, Daniel, DOT

Subject: RE: [EXTERNAL] Fw: 4006AC Rubber and Paint Removal System

From: Omar Gonzalez <o.gonzalez@roswell-nm.gov>

Sent: Monday, December 22, 2025 9:45 AM

To: Lucero, Jane, DOT <jane.lucero@dot.nm.gov>

Subject: Re: [EXTERNAL] Fw: 4006AC Rubber and Paint Removal System

Good Morning,

Please accept this letter as a formal request to amend the existing grant agreement ROW-25-03 to include the ac

Since the execution of the grant, additional operational needs have been identified that were not fully anticipated. The acquisition of this equipment is necessary to effectively support the project objectives, improve operational implementation and long-term sustainability of the grant-funded activities.

The requested amendment would allow the use of grant funds for the purchase of the necessary equipment while goals of the approved project. No other changes to the scope, timeline, or overall purpose of the grant are anticipated. The inclusion of this equipment acquisition.

We respectfully request your review and consideration of this amendment. Supporting documentation, including estimates, can be provided upon request.

Thank you for your time and continued support. Please do not hesitate to contact me if you require any additional

Sincerely,

Omar Gonzalez

A-1330
Updated:07/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date Apr 2, 2025

Project Location ROW - ROSWELL AIR CENTER

Sponsor ROSWELL, CITY OF
Address 1 JERRY SMITH CR.
City ROSWELL NM Zip Code 88203

Participation STATE ONLY

Funding Breakdown STATE/CITY

Contract No. AVA1665

Project No. ROW-25-03

Vendor No. 0000054357-10

Expiration Date 4/7/2027

Purchase Order No: 0000417850

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

TWY C EXTENSION

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 5,000,000	\$ 500,000	\$ 0	\$ 5,500,000

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

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

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

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

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	BOBBI THOMPSON		
Title	AIRPORT MANAGER		
Sponsor	ROSWELL, CITY OF		
Address	1 JERRY SMITH CR		
City	ROSWELL	NM	Zip Code 88203
Office Phone	+1 (575) 388-4554	Fax	
E-Mail	b.thompson@roswell-nm.gov		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Ricky Serna Date: 04/07/25
5010E8A6255042F...
Cabinet Secretary or Designee

Recommended by:

DocuSigned by:
By: [Signature] Date: 04/04/25
5910E8A6255042F...
Aviation Division Director
or Designee

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

Signed by:
By: [Signature] Date: 04/04/25
John Maxwell
Deputy General Counsel
Assistant General Counsel

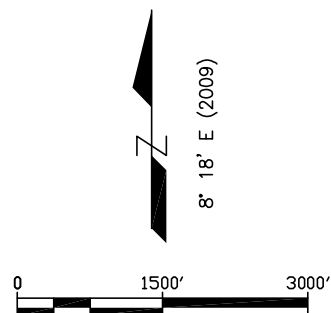
SPONSOR

Print Name: Chad Cole

DocuSigned by:
By: Chad Cole Date: 04/04/25
89E20CD7FE55473...

Title: City Manager

SITE NO. 14719.A



ROSWELL AIR CENTER

EXHIBIT B
PLEASE OMIT CENTS

[illegible]

Prepared For

CITY OF ROSWELL AIRPORT
MANAGER'S OFFICE

1 JERRY SMITH CIR

ROSWELL, NM 882038427

(575) 347-5703

Prepared By

Seth Eifert

4 Rivers Equipment, LLC

2400 W Bender Blvd

Hobbs, NM 88240

seifert@4riversequipment.com

Quote Id 1622477

Creation Date 12-Feb-2026

Expiration Date 15-Mar-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
Broce RJT350 Sweepers	\$87,772.00	\$77,706.98	1	\$77,706.98
Equipment Total				\$77,706.98
Quote Summary				
Total Selling Price				\$77,706.98
Sub-total				\$77,706.98
Balance Due				\$77,706.98

Selling Equipment

Quote # 1622477
Customer CITY OF ROSWELL AIRPORT MANAGER'S OFFICE

Broce RJT350 Sweepers

QTY In Group : 1

Equipment Notes	CES 2022-10-C102-ALL 10% From list	Suggested List \$87,772.00
Hours	- - -	Selling Price \$77,706.98
Serial Number		
Stock Number	TBD	
PUK Parent Serial #	- - -	

Equipment Summary

Code	Description	Qty	List Price	Adjusted Selling Price
1	Broce RJT350 Sweepers	1	\$85,572.00	\$85,572.00
Total Base / Options			\$85,572.00	\$85,572.00

Other Charges

Description	List Price
Local Delivery	\$1,100.00
PDI	\$1,100.00
Total Adjustments	\$2,200.00

Customer Discounts

Description	Discount Amount
Customer Discount	(\$10,065.02)
Total Discounts	(\$10,065.02)
Selling Price Subtotal	\$77,706.98
Total Selling Price	\$87,772.00

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of services from J & H Services, Inc., in coordination with Cooperative Educational Services, to provide concrete barriers and fencing for the air race event in the amount of \$320,794.00. (Gonzalez)

BACKGROUND:

Initiated by Omar Gonzalez

The City of Roswell Air Center will be hosting the 2026 Air Races and must secure the area during the event to ensure compliance with FAA requirements. The proposal from J & H Services, Inc. includes the installation of barriers, fencing, and associated labor.

FINANCIAL CONSIDERATION:

The total price for the concrete barriers, fencing and labor is quoted for \$320,794.00, budgeted through Air Race expense 51004332-795301.

LEGAL REVIEW:

N/A

BOARD AND COMMITTEE ACTION:

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

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Roswell Airfield Temp Barrier

Price Proposal - Job Order Contracting (JOC) - Paving + Site Work

Contract Number: 2026-06-R1223-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 0005

Job Name: Roswell Airfield Temp Barrier

Contractor: J&H Services, Inc.

Date Created: 02/16/2026

Last Update: 02/16/2026

Proposal Value: \$320,794.00

Construction Procurement Catalog: Year 2026 Quarter 1 - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	\$5,123.36
01 General Requirements	\$28,865.60
32 Exterior Improvements	\$69,703.26
34 Transportation	\$217,101.78

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
Bond - 1.2%	01 General Requirements	1.000000	\$4,370.00	1.0000	\$4,370.00
NMGRT - 8.2708%	01 General Requirements	1.000000	\$24,495.60	1.0000	\$24,495.60

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	QTY	Unit Price	Factor	Total	Line Total
1	General Requirements	013113200160		Week	Field personnel, general purpose laborer, average General purpose laborer, average	2.500000	\$1,443.20	1.4200	\$5,123.36	\$5,123.36
2	General Requirements	Non-Prepriced		JOB	Bond - 1.2%					\$4,370.00
3	Non-Prepriced			JOB	NMGRT - 8.2708%	1.000000	\$4,370.00	1.0000	\$4,370.00	\$24,495.60

Price Proposal Report

					QTY	Unit Price	Factor	Total
					1.000000	\$24,495.60	1.0000	\$24,495.60
4	Exterior Improvements	323113354000	L.F.	Fence, interior, chain link, fence, aluminized steel, 10' OC, 1-5/8" top rail, 9 ga., 5' high, excludes excavation Aluminized steel				\$69,703.26
					QTY	Unit Price	Factor	Total
					1880.000000	\$26.11	1.4200	\$69,703.26
5	Transportation	347113171700	Ea.	Security vehicle barriers, concrete barrier, jersey, 20' L x 2' by 6" W x 30" H, 10 or more same site 10 or more same site				\$217,101.78
					QTY	Unit Price	Factor	Total
					87.000000	\$1,757.34	1.4200	\$217,101.78

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of the request to perform the following work for BLM Taxiway L. A change order has been set in place in the amount of \$135,144.69. (Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

A change order has been issued due to the contractor identifying previously unmarked electrical and water lines that required replacement due to asphalt paving. Quotes from the contractor were submitted for both and the project is fully state funded with no local funds involved. The time provided for completion in the contract will be increased by 85 calendar days. This change order was submitted to the FAA in December 2025. NM Aviation Division has agreed to fund this change order.

FINANCIAL CONSIDERATION:

The total price for the change order is in the amount of \$109,721.00 for Electrical Line Relocation and \$15,2708 for Waterline Replacement, not including NMGRT. This will increase the project from \$6,046,815.25 to \$6,181,636.25, not including NMGRT. Total cost of the project including NMGRT will be in the amount of \$134,144.69.

LEGAL REVIEW:

Change order has not been sent for legal review.

BOARD AND COMMITTEE ACTION:

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

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

BLM Change Order No. 3

CONTRACT CHANGE ORDER NO. 3**AIRPORT:** Roswell Air Center**DATE:** 3/10/2026**LOCATION:** Roswell, New Mexico**NMDOT No.:** ROW-24-01**CONTRACTOR:** Constructors Inc.**ITB No. 24-2016**

You are requested to perform the following described Work upon receipt of an approved copy of this document or as directed by the Engineer:

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
n/a	Electrical Line Relocation	LS	\$109,721.00	1	\$109,721.00
n/a	Waterline Replacement	LS	\$15,100.00	1	\$15,100.00
This Change Order Total (Excl. NMGR)					\$124,821.00
Previous Change Order(s) Total					\$0.00
Original Contract Price (Excl. NMGR)					\$6,046,815.25
Revised Contract Total (Excl. NMGR)					\$6,171,636.25

The time provided for completion in the Contract is ~~(unchanged)~~ ~~(decreased)~~ (increased) by 85 calendar days. This document shall become an Amendment to the Contract and all provisions of the Contract will apply.

Recommended by:  3.10.2026

Engineer Date

Approved by: _____

Owner Date

Accepted by: _____

Contractor Date

Approved by: _____

State Aviation Date

NOTE: Change Orders and Supplemental Agreements require State approval prior to construction. Otherwise, no Federal participation can be granted. State Aviation concurrence is required when State participation is anticipated.

NMDOT No. ROW-24-01

CHANGE ORDER NO.: 3

AIRPORT: Roswell Air Center

LOCATION: Roswell, New Mexico

State Approval:

- ☒ This approval is subject to the availability of State funds and limitations of the Grant Agreement.
- ☐ This approval is subject to the availability of State funds and limitations of the Grant Agreement and comments in our letter dated _____.
- ☐ This approval is for record purposes only, with no Federal participation.

AIRPORT: Roswell Air Center Airport

LOCATION: Roswell, New Mexico

JUSTIFICATION FOR CHANGE

1. Brief description of the proposed Contract change(s) and location(s).
Increase the contract amount by \$124,821.00 (Excl. NMGR) in order to cover help with the electrical line relocation and waterline replacement costs.
2. Reason(s) for the change(s). (Continue on reverse if necessary.)
During construction, the Contractor identified previously unmarked electrical and water lines that required replacement due to asphalt paving.
3. Justifications for Unit Prices or Total Cost.
Quotes from the contractor were submitted for both.
4. The Sponsor's share of this cost is available from:
This project is fully state funded with no local funds involved.
5. If this is Supplemental Agreement involving more than \$2,000, is the Cost Estimate based on the latest wage rate decision? Yes ☒ No ☐ Not Applicable ☐
6. Has Consent of Surety been obtained? Yes ☒ No ☐ Not Applicable ☐
7. Will this change affect the insurance coverage? Yes ☐ No ☒
8. If yes, will the policies be extended? Yes ☐ No ☐
9. Has this Change Order been discussed with FAA officials?
Yes ☒ No ☐ When December 2025 With Whom Jane Lucero and Dan Moran

Comment NM Aviation Division has agreed to fund this change order.



CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction

Aggregate and Asphalt Products

Public Works Registration # 0101462009071

Proposal Submitted To:	City of Roswell/Lochner	Job Name:	BLM Taxiway L Electrical Change Order
Attn:	Amy Martinez	Place of Job:	Roswell Aiport
Billing Address:	131 W. Second Street	Architect or Engineer:	Lochner
City, State, Zip:	Roswell, NM 88201	Date of Plans:	N/A
Phone #:	575-623-5695	Date of Proposal:	3/2/26
Email:	amy.martinez@hwlochner.com	Special Note / Addendum(s):	Electrical Change Order

Description	Quantity	Units	Unit Price	Total
ELECTRICAL - "One (1) new 3" conduit from the existing service pole location to a new panel location on a small rack near the existing BLM pole light. Relocate existing small transformer to new rack location. Connect remaining portion of the BLM UG service to the new panel. One (1) new 3" spare conduit will be installed only under the runway for future access and will be noted on the project as-builts". CONDUITS TO BE CONCRETE ENCASED ONLY THE 100 FEET UNDER THE TAXIWAY. EXCLUSIONS: BLM service equipment upgrades. Temporary power. Engineering. Easements. Painting. Repairs to existing code violations. Repairs to existing equipment/light pole/etc. Changes to scope via/by Site in ground pull boxes. QUALIFICATIONS: BLM will experience a power outage during the service conduit relocation. Revised EE stamped plans to be provided by the Design Team. CID inspection only occurs once a week. Estimate is based on our proposed solution, any required changes will warrant a revised estimate. Scale wages are included.	1.00	LS	\$ 109,721.00	\$ 109,721.00
				\$ -
				\$ -
			Sub-Total	\$ 109,721.00
			NMGRT at 8.2708%	\$ 9,074.80
			Total	\$ 118,795.80

Time Impact will be Associated with Change Order. Need 60 days to finish project after electrical work is complete.

PRICE EXCLUSIONS:

PERMITS, ANY WORK NOT SPECIFICALLY STATED ABOVE

We hereby propose to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978, Section 67-28-6). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man.

Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back.

Authorized Signature: Mike Martinez

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date Accepted: _____

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

SERVING CHAVES, EDDY AND LEA COUNTIES
Website - www.ciconstructors.com



CONSTRUCTORS, INC

Dirt, Asphalt, Concrete, and Utilities Construction
Aggregate and Asphalt Products
Public Works Registration # 0101462009071

Proposal Submitted To:	City of Roswell/Lochner	Job Name:	BLM Taxiway L
Attn:	Gabe Lopez	Place of Job	Roswell Aiport
Billing Address:	131 W. Second Street	Architect or Engineer:	Lochner
City, State, Zip:	Roswell, NM 88201	Date of Plans:	N/A
Phone #:	575-623-5695	Date of Proposal:	12/11/25
Email:	glopez@hwlochner.com	Special Note / Addendum(s):	Install 4" HDPE Waterline

Description	Quantity	Units	Unit Price	Total
Install 10" Casing - C900 DR 18	100.00	LF	\$ 30.00	\$ 3,000.00
Install 4" HDPE SDR 17 Pipe	110.00	LF	\$ 110.00	\$ 12,100.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Sub-Total	\$ 15,100.00
			NMGRT at 8.2708%	\$ 1,248.89
			Total	\$ 16,348.89

Time Impact will be Associated with Change Order

PRICE EXCLUSIONS:	PERMITS, ANY WORK NOT SPECIFICALLY STATED ABOVE
-------------------	---

We Hereby Propose to furnish labor, materials and equipment to complete the project in accordance with above specifications, for the sum listed above plus New Mexico Gross Receipt Tax, with payment due upon receipt of invoice unless prior agreement has been made. Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the proposed amount above. If payment is not received within 30 days from date of invoice, interest will be charged at 1 1/2% per month or fraction of a month on the unpaid balance plus incidental collection costs, including attorney fees. (As allowed by New Mexico Statute N.M.S.A. 1978, Section 57-28-5). This proposal also serves as acknowledgment of Constructors' request for the location of underground facilities. The property owner and/or the General contractor is responsible for the location of such facilities on private property. Constructors, Inc. is not responsible for damages to underground facilities which are not located and/or mislocated. Facilities are defined as computer lines, telephone, gas, water, sewer, electric, sprinkler, or any other facility installed by man.

Facilities shall be marked prior to the beginning of Constructors, Inc.'s work on the project site. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in the legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to the legal action, as determined by a court of competent jurisdiction.

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by worker's compensation insurance. See additional conditions on back.

Authorized Signature: Mike Martinez

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____
Date Accepted: _____

3003 S. BOYD DR. - CARLSBAD, NM 88220 - PHONE (575) 885-8838 - FAX (575) 887-0896

SERVING CHAVES, EDDY AND LEA COUNTIES
Website - www.ciconstructors.com

SPONSORS BUDGET ANALYSIS

****CHANGE ORDER 3****

LOCATION: Roswell Air Center

NMDOT PROJECT NUMBER: ROW-24-01

PROJECT TITLE: BLM Taxiway L

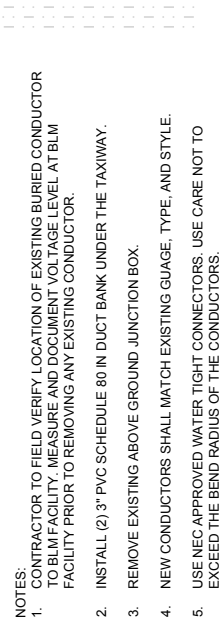
SCHEDULE I & II – BLM Taxiway L	
ELECTRICAL LINE RELOCATION	\$109,721.00
NMGRT (8.2708%)	\$9,074.80
WATERLINE REPLACEMENT	\$15,100.00
NMGRT (8.2708%)	\$1,248.89
TOTAL	\$135,144.69

TOTAL COSTS: \$135,144.69

STATE share (100.0%): \$135,144.69

ACI No. 237013
Date: 03/2026
File Name: 237013110-ADD

RELOCATE
EXISTING
UTILITIES



Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval for airfield painting and striping services with Desert West Enterprises, LLC, at the Roswell Air Center, in the amount of \$377,891.20, through CES Cooperative Contract 2026-06-R1239-ALL. (Gonzalez)

BACKGROUND:

Initiated by: Omar Gonzalez

The City of Roswell received funding from the New Mexico Department of Transportation (NMDOT) to support runway and taxiway striping at the Roswell Air Center. During a recent FAA inspection, deficiencies were identified in the condition of existing pavement markings. Addressing these deficiencies is necessary to maintain compliance with FAA standards.

Flooding contributed to the deterioration of the markings, as floodwaters removed the glass beads that provide reflectivity for nighttime visibility.

Desert West Enterprises, LLC, through CES Cooperative Contracting, is able to meet the required project timeline and provide the necessary services to complete the work and address the inspection findings.

FINANCIAL CONSIDERATION:

Funding for this project is provided through NMDOT Grant ROW-26-01 and Grant ROW-25-02. Grant ROW-26-01 provides funding in the amount of \$348,350, consisting of \$311,715 in state funding and a \$36,635 City match.

LEGAL REVIEW:

Contract to be reviewed by the Legal Department upon approval.

BOARD AND COMMITTEE ACTION:

The legal committee will be the first to consider this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

CES Roswell Airport - Striping Runway and Taxiway 2026 1
ROW-26-01 - AIRFIELD STRIPING - EXECUTED

Price Proposal - 2026-06-R1239-ALL

This proposal was prepared exclusively for Desert West Enterprises, LLC

Job Number: 283

Job Name: Roswell Airport - Striping Runway and Taxiway 2026

Contractor: Desert West Enterprises, LLC

Date Created: 02/13/2026

Last Update: 03/10/2026

Proposal Value: \$377,891.20

Construction Procurement Catalog: Year 2026 Quarter 1 - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	\$35,710.69
32 Exterior Improvements	\$342,180.51

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
NM Gross Receipts Tax	01 General Requirements	28301.060000	\$1.00	1.0000	\$28,301.06
Bond	01 General Requirements	7409.630000	\$1.00	1.0000	\$7,409.63

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	QTY	Unit Price	Factor	Total	Line Total
1	General Requirements	Non-Prepriced	EA		NM Gross Receipts Tax	28301.060000	\$1.00	1.0000	\$28,301.06	\$28,301.06
2		Non-Prepriced	EA		Bond	7409.630000	\$1.00	1.0000	\$7,409.63	\$7,409.63
3	Exterior Improvements	321723131110		S.F.	Painted pavement markings, airport painted markings, painting white or yellow markings, SF, taxiway, with 12 lbs beads per 100 S.F. with 12 lb. beads per 100 S.F.					\$187,733.17

Price Proposal Report

A-1330
Updated:07/2025
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date Oct 31, 2025

Project Location ROW - ROSWELL AIR CENTER

Sponsor ROSWELL, CITY OF
Address 1 JERRY SMITH CR.
City ROSWELL NM Zip Code 88203

Participation STATE ONLY

Funding Breakdown 90/10

Contract No. AVA1743

Project No. ROW-26-01

Vendor No. 0000054357-10

Expiration Date 11/23/2027

Purchase Order No: 0000428944

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRFIELD STRIPING

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 311,715	\$ 36,635	\$	\$ 348,350

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

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

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

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

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

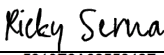
Name	BOBBI THOMPSON		
Title	AIRPORT MANAGER		
Sponsor	ROSWELL, CITY OF		
Address	1 JERRY SMITH CR		
City	ROSWELL	NM	Zip Code 88203
Office Phone	+1 (575) 246-7281	Fax	
E-Mail	B.THOMPSON@ROSWELL-NM.GOV		

21. Amendment.

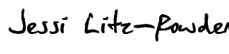
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By:  Date: 11/23/25
5910E8A6255842E
Cabinet Secretary or Designee

Recommended by:

Signed by:
By:  Date: 11/20/25
B33A2087D7114GA...
Aviation Division Director
or Designee

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

Signed by:
By:  Date: 11/17/25
John Howell
Assistant General Counsel
C758CEC1625D488

SPONSOR

Print Name: Chad Cole

DocuSigned by:
By:  Date: 11/20/25
89E20CD7FE55473...

Title: City Manager

SITE NO. 14719.A

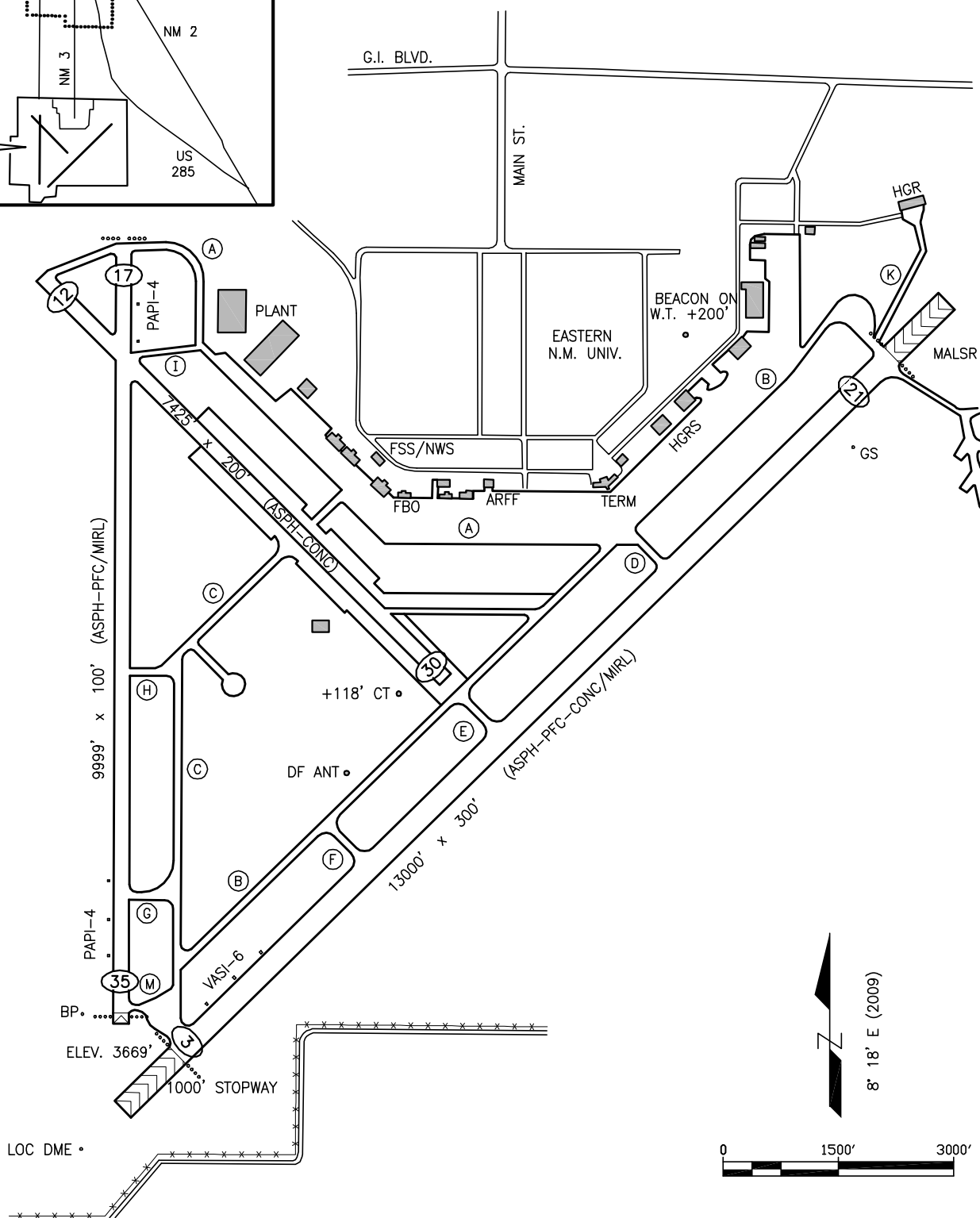


EXHIBIT B PROJECT COST

Project Location

ROW - ROSWELL AIR CENTER

Project Description

AIRFIELD STRIPING

State		Sponsor		Other		Total	
\$	311,715	\$	36,635	\$		\$	348,350

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of the City of Roswell's IT Department to enter into a month-to-month lease beginning March 1, 2026, for Building 92 at the Roswell Air Center (Sanchez).

BACKGROUND:

Initiated by Michelle Sanchez

City of Roswell IT Department requests to enter into a month-to-month lease for Building 92, consisting of 17,963 square feet more or less, located at the Roswell Air Center, commencing on March 1, 2026.

FINANCIAL CONSIDERATION:

Tenant agrees to pay Landlord as rent the sum of Forty-One Thousand Six hundred seventy-four dollars and sixteen cents (\$41,674.16), payable in 12 monthly installments of \$3,472.85.

LEGAL REVIEW:

City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

City of Roswell IT Department Lease

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

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

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Building No.92, consisting of 17,963 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as 39 Jennifer Lane, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for carpet cleaning, janitorial business, and storage. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on March 1, 2026, on a month-to-month basis collectively known as the "Lease Period," unless terminated or canceled earlier as herein provided. City hereby approves, and shall not contest,

relinquishment of this Lease by Lessee at any time following the Termination Date, provided that Lessee is not in default of the Lease at the time of said relinquishment, and also that Lessee surrenders the Leased Premises in compliance with this Lease.

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of Forty-One Thousand Six hundred seventy-four dollars and sixteen cents (\$41,674.16), payable in 12 monthly installments of \$3,472.85. Thereafter, the rent will be adjusted annually by 3.0% or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. City Average), whichever is greater. Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Tenant has paid \$0.00 as a security deposit for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises, and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease, the security deposit shall first be applied to necessary cleaning and removal, repairs, and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

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

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of IT maintenance, storage, warehouse, and paperwork. No other uses shall be permitted.

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

6.03 MAINTENANCE.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

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

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

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

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

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

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

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

ARTICLE 11 – RELINQUISHMENT

Lessee, if not in default under this Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least thirty (30) days prior to the date on which the Lessee requests the relinquishment to go into effect. City may condition relinquishment on any terms it deems reasonable. Upon relinquishment, Lessee shall not be entitled to the refund of any rent previously paid.

ARTICLE 12 – ASSIGNMENT

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

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

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

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

A. General Liability Insurance

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

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

B. Property Coverage

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

Lessee-owned property, including improvements, and City shall be named as an additional insured on the policy. City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's costs for such insurance.

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

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

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

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

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

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

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

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

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

No person may:

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

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

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

b. Security Badges

i. Airport ID Badge

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

ii. Airport ID Badge Holder and Tenant Security Responsibilities / Access Control Procedures 12 of City of Roswell Museum

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

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

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

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

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

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

h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State, and

local regulations, laws and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not 13 of The City of Roswell Museum release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:

- i.. Environmental claims.
- ii. Environmental expenses, including, without limitation, the handling, investigation, treatment, storage, decontamination, remediation, removal, transport or disposal of such hazardous materials.
- iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments or liens caused by such release.

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

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

ARTICLE 18 – DEFAULT AND CANCELLATION

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

ARTICLE 19 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises are damaged by fire or other perils, City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. City shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Leased Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above during the period of such repair, reconstruction or restoration, or (2) to give notice to Lessee at any time within sixty (60) days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as determined by City in its sole discretion, there shall be no reduction of rent.

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

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

Lessee shall fully comply with all federal and state laws, regulations, rules, ordinances and requirements, applicable to the Leased Premises or to Lessee's operations thereon,

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

ARTICLE 21 – SCOPE OF AGREEMENT

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

ARTICLE 22 – AMENDMENT

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

ARTICLE 23 – APPLICABLE LAW

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

ARTICLE 24 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 25 – BANKRUPTCY

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

ARTICLE 26 -- HOLDOVER

If Lessee enters upon the Leased Premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the Leased Premises after the termination or cancellation of this lease, the rent due City for such entry or presence shall be prorated as provided in Article 3 plus 15% administrative

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

ARTICLE 27 – NOTICES

The addresses for notice are:

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

For Notice to Lessee:

City of Roswell IT Department
39 Jennifer Lane
Roswell, NM 88203

ARTICLE 28 – RULES OF CONSTRUCTION

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

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

ARTICLE 29 – CALCULATION OF TIME

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

ARTICLE 30 – STATUS OF CITY

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

ARTICLE 31 – ENTIRE AGREEMENT AND AMENDMENT

This Lease is intended by the Parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations,

considerations, and representations between the Parties having been incorporated herein. No course of prior dealings between the Parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein.

Remainder of the Page Left Blank Intentionally

IN WITNESS WHEREOF, this Lease is executed the 11th day of February, 2026.

For City

By: Timothy Z Jennings, Mayor

By: Josh Nairn-Mahan, City Attorney

For Lessee:

*Jeff Bechtel*__

By: Jeff Bechtel, IT Director

Attest:

Amalia Martinez, City Clerk



EXHIBIT A Premises

EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

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

☒ II. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if City of Roswell IT Department has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than **\$1,000,000.00** per accident for bodily injury and property damage.

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

☒ IV. **Professional Liability (Errors and Omissions)**: Insurance appropriate to City of Roswell IT Department profession, with limit no less than **\$1,000,000.00** per occurrence or claim, **\$2,000,000.00** aggregate.

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

b. If City of Roswell IT Department maintains broader coverage and/or higher limits than the minimum shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by City of Roswell IT Department.

2. ADDITIONAL INSURED STATUS

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

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

3. PRIMARY COVERAGE

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

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

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

6. SELF-INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. **CLAIMS-MADE POLICIES**

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

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

9. **VERIFICATION OF COVERAGE**

City of Roswell IT Department shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the required documents prior to commencement of the Work, however, shall not waive City of Roswell IT Department obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

10. **SPECIAL RISKS OR CIRCUMSTANCES**

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of the adoption of Resolution 26-XX shall require the removal or demolition of four (4) dilapidated structures. (Franco)

BACKGROUND:

Initiated by: Toby Franco

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

FINANCIAL CONSIDERATION:

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

LEGAL REVIEW:

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

BOARD AND COMMITTEE ACTION:

This is to be reviewed by the Legal Committee at their meeting on March 26, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

ATT 1 Resolution 26-XX Condemnations
ATT 2 Resolution 26-XX Condemnations

CITY OF ROSWELL
RESOLUTION 26-XX

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

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

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

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

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

3. In the event the owner or other interested party aggrieved shall file his

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

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

ADOPTED, SIGNED AND APPROVED 9th day of April 2026.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST:

Amalia Martinez, City Clerk

Location	Condition	Name
210 S WASHINGTON AVE OVARDS Block 7 Lot 6	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	WINNER, HAINES J; WINNER, KATHLEEN M 113 MADISON AVE LORENZO, TX 79343
112 S OHIO AVE 1201 W WALNUT ST TOWER PROPERTIES SUMMARY PLAT Lot 6A S 5 T 11S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	BDS III LLC, 1209 MOUNTAIN ROAD PLACE NE, STE R, ALBUQUERQUE, NM 87110
600 WOODY DR GAMBOA-GRIFFITH SUMMARY PLAT Tract A SEE PLAT #1392 Quarter NE S 6 T 11S R 24E	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	ARNOLD, CODY ALLEN; ARNOLD, LADONNA 27638 LISA DR TAVARES, FL 32778-9716
326 E 6TH ST BELLE PLAIN Lot 68	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GONZALES, CORINE L GONZALES, JOHNNY RAY 326 E 6TH ST ROSWELL, NM 88201

210 S WASHINGTON AVE



112 S OHIO AVE
1201 W WALNUT ST



600 WOODY DR



326 E 6TH ST



Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of the review of the updated Fire Code references within Chapter 13 of the City Ordinance (Olive).

BACKGROUND:

Initiated by: Jared Olive

New 2024 Fire Code adoption. Necessary for the Fire Department ISO rating and State requirements.

FINANCIAL CONSIDERATION:

No notable impact.

LEGAL REVIEW:

City Attorney has reviewed the Ordinance.

BOARD AND COMMITTEE ACTION:

Public Safety passed unanimously.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

2024 fire code update

ORDINANCE 26-XX

AN ORDINANCE AMENDING CHAPTER 13 FIRE PREVENTION AND PROTECTION

WHEREAS, the City of Roswell (the “City”) desires to adopt the 2024 International Fire as the City Fire Code.

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

SECTION **Section 13-11. International Fire Code Adopted by Reference**

- (a) There is hereby adopted by reference the 2024 Edition of the International Fire Code, as published by the International Code Council, and as amended herein by Chapter 13 of the Roswell City Code.

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

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

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

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

Underscoring indicates addition to existing Code section.

~~Strike through~~ indicates delete of an existing Code section.

Legal Committee

Meeting Date: 03/26/2026

COMMITTEE: Legal

CONTACT: C. Josh Nairn-Mahan

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of the Amendment to Resolution 18-44, Resolution Amending the Roswell Airport Advisory Commission. (Corn)

BACKGROUND:

Initiated by: Robert Corn

FINANCIAL CONSIDERATION:

No financial impact at this time.

LEGAL REVIEW:

N/A, drafted by Councilor Corn.

BOARD AND COMMITTEE ACTION:

On November 18, 2025, this item was tabled for the next Legal Committee Meeting on February 26, 2026. On February 26, 2026, this item was tabled for the next Legal Committee Meeting on March 26, 2026.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Resoultion 26-XX AAC 2025 version 3

RESOLUTION 25-XX

AMENDMENT TO RESOLUTION 18-44

A RESOLUTION AMENDING THE ROSWELL AIRPORT ADVISORY COMMISSION

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

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

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

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

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

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

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

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

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk