



LEGAL COMMITTEE MEETING AGENDA
Thursday, JANUARY 22, 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

NON-ACTION ITEMS

1. Legal Department Communications Report November/ December 2025 (Pg. 3)
2. Clerk's Monthly Report (Pg. 5)
3. Community Development (Pg. 8)
4. HR Monthly Report (Pg. 11)

REGULAR ITEMS

5. Consider recommending approval of a lease agreement extension with First National Tower, Ltd for property located at 400 N. Pennsylvania Avenue, Roswell, NM 88201, inclusive of a ratification for January 1, 2026 through March 31, 2026. (Caroline Brooks) (Pg. 30)
6. Consider recommending approval of AerSale, Inc. to enter into a 10-year lease beginning October 1st, 2025, and ending September 30, 2035, for Hangar No. 85 at the Roswell Air Center. (Bobbi Thompson) (Pg. 52)
7. Consider recommending approval of the City of Roswell Police Department to enter into a 5-year lease beginning March 1, 2026, ending February 28, 2031, for Building No. 500 at the Roswell Air Center. (Bobbi Thompson) (Pg 70)
8. Ordinance 26-XX: consider recommendation to City Council approval to advertise and hold a public hearing on proposed Ordinance 26-XX: An Ordinance Amending Chapter 13 Fire Prevention. (Jared Olive) (Pg. 93)
9. Ordinance 26-XX: consider recommending to City Council approval to advertise and hold a public hearing on proposed Ordinance 26-XX: An Ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Agreement with EquipmentShare.com Inc. (Jessica Vickers) (Pg 149)
10. Consider recommending approval of City of Roswell Museum Lease to enter into a 5-year lease beginning February 1, 2026, and ending January 31, 2031, for Building No. 1081 at the Roswell Air Center. (Michelle Sanchez) (Pg. 224)

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN

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

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or

as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700. Printed and posted: **Friday, January 16, 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>

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 1.

Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

DEPARTMENT NAME:

Legal Department Communications Report November/ December 2025

Attachments

November/ Dec 2025 Settled Tort Claims

Name	Department	Amnt Paid	Accident description	Date	FUNDS RELEASED
Rangel, Irvin	RPD	\$500.00	Claimant's gun was part of a case in 2023 and was in the evidence room at RPD. When he got his gun back it had rust on parts of the gun.	9/16/2025	11/17/2025
Montantez, Edward	Solid Waste	\$3,500.00	Claimant's car was hit on the driver side by a solid waste truck.	11/17/2025	11/17/2025
Banuelos, German	Solid Waste	\$2,052.	Grappler Truck was picking up trash by the cinder block fence and knocked part of the fence.	8/13/2025	12/2/2025
Oropesa, Rosa	RPD/ CCSO/ State	\$775.00	RPD/CCSO/ State Police had a shooting on 6th street	8/28/2025	12/22/2025
Madrid, Diane	RPD/ CCSO/ State	\$1,600.00	RPD/CCSO/ State Police had a shooting on 6th street	8/28/2025	12/22/2025
Lucero, Isidro	Streets	\$112.50	Claimant stated that the damage to his front passenger tire was done because of the potholes on his street.	11/30/2025	12/22/2025

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 2.

Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

DEPARTMENT NAME:

Clerk's Monthly Report

Attachments

City Clerk's Monthly Report

December 2025 Monthly Report – City Clerk’s Office

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

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

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

<u>Department</u> (November 7, 2025 - January 6, 2026)	<u>New</u>
City Clerk	94
Municipal Court	2
PVRCC (Chaves County Sheriff’s Office)	15
Roswell PD	381

End of Year Report – City Clerk’s Office

Overview

The Clerk’s Office had a productive and challenging year, marked by significant accomplishments in fulfilling public records requests and maintaining compliance with transparency standards.

Major Achievement: Completion of Extensive IPRA Request

One of the most notable undertakings this year was the resolution of a large Inspection of Public Records Act (IPRA) request that originated in May 2024. This request required the review and redaction of over **170 police personnel files**, each containing sensitive information that needed careful handling.

Scope of Work

- **Number of Files:** 170+ personnel files
- **Redactions per File:** Minimum of 300 individual redactions per file
- **Total Redactions:** Estimated at over 51,000 across all documents

This project demanded meticulous attention to detail to ensure compliance with privacy laws while maintaining transparency. The process involved coordination with multiple departments, verification of sensitive data, and adherence to statutory deadlines.

Impact

Successfully completing this request demonstrates the Clerk’s Office’s commitment to public accountability and responsiveness. It also highlights the team’s ability to manage complex, high-volume tasks while maintaining accuracy and confidentiality.

Looking Ahead

As we move into the new year, the Clerk’s Office will continue to focus on improving efficiency in handling records requests, exploring digital solutions for redaction and document management, and ensuring timely responses to all public inquiries.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 3.

Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: N/A

CHAIR: N/A

DEPARTMENT NAME:

Community Development

Attachments

CDC Monthly December 2025

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: December 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	503	340	4,165	3,462
Voluntary Compliance	262	151	2,203	1,703
No. of Cases Filed in Municipal Court	4	1	93	70
No. Cases Dismissed by Officer	4	0	50	16
Resolution	14	7	213	67
Weeds	263	115	3,054	1,840
Inoperable Vehicles	9	43	97	326
Litter	28	42	178	324
Unsanitary Premises	23	45	222	329
Signs	26	5	124	124
Zoning	2	0	23	1
Obstructions	3	2	61	63
Public Nuisances	149	80	406	447
Garage Sales No permit	0	8	0	8

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	149	184	729	934
Renewed Licenses	129	144	491	716
New Licenses	12	12	146	149
Temporary Permits Issued	8	28	92	73
Receipts	\$4,894.00	\$6,954	\$32,920.00	\$39,641

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2024 & Fees Collected	Permits Applied YTD*	Permits Applied 2024 YTD*
Residential-New	3	1	23	26
Residential - Other	21	53	193	219
Commercial-New	0	0	2	6
Commercial - Other	5	20	67	64
Total Permits Issued	29	74	275	315
Total Fees Collected	\$9,910.35	\$13,048.80	\$183,045.25	\$148,616.42

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	44	58	282	294
Plumbing & Mechanical Permits—Commercial	14	9	80	66
Total Permits Issued	58	67	362	360
Total Fees Collected	\$3,696.75	\$3,031.75	\$20,939.50	\$17,661.00

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	18	32	158	167
Electric Permits—Commercial	30	6	87	66
Total Permits Issued	48	38	245	233
Total Fees Collected	\$4,875.00	\$3,534.11	\$26,312.50	\$24,261.01

*Figures calculated to reflect FYTD

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 4.

Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

DEPARTMENT NAME:

HR Monthly Report

Attachments

HR Report
Personnel Monthly Changes
Employee Turnover Report
Vacancy Report



JANUARY 2026 HUMAN RESOURCES MONTHLY REPORT

For December, the City hired 15 new employees, 16 promotions and 16 exits including 1 retirement.

Our turnover rate for the month of December is 2.51% and for the year so far is 30.7%.

Our Vacancy Rate is 25.5%.

Payroll count for December 12, 2025 – December 25, 2025 was:

Total WC/ MIL LEAVE/no hours/ no monies employees- 5

Total paid employees -632

Total employees - 638

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

	FT = FULL TIME SR = SALARY PT = PART TIME TP = TEMPORARY INT = INTERIM				
	NEW HIRE				
	Date	Name	Position	Department	Status
1	12/1/2025	CHRISTIAN RULLAN	WATER CS BILLING CLERK	WATER CUSTOMER SERVICE	FT
2	12/1/2025	ANGELIQUE SANCHEZ	SANITATION WORKER	LANDFILL	FT
3	12/1/2025	JACOB RODRIGUEZ	VEHICLE OPERATOR	TRANSIT	FT
4	12/1/2025	VANESSA VALDEZ	CITY CLERK OFFICE ASSISTANT	CITY CLERK	FT
5	12/8/2025	ISAAC MOLINAR	EQUIPMENT OPERATOR WWTP	WWTP-SEWER MAINTENANCE	FT
6	12/12/2025	BRYCE SANCHEZ	POLICE RECRUIT	POLICE	FT
7	12/15/2025	ARMANDO SILVA	HEAVY DUTY TECHNICIAN	SANITATION	FT
8	12/16/2025	AUDREY PERRY	LIFEGUARD 1 PT	RECREATION AQUATIC POOL	PT
9	12/22/25	TERI ORTIZ	VEHICLE OPERATOR	TRANSIT	FT
10	12/22/25	JUSTIN SHOUFELT	VEHICLE OPERATOR	TRANSIT	FT
11	12/22/25	ALEENA HUERTA	HR ADMIN. ASST. SR.	HUMAN RESOURCES	FT
12	12/22/25	EMILY NUNEZ	WATER CS BILLING CLERK	WATER CUSTOMER SERVICE	FT
13	12/29/25	JERALD FISHER	KENNEL WORKER	ANIMAL CONTROL	FT
14	12/29/25	VINCENT SALAS	STAFF ACCOUNTANT	FINANCE	FT
15	12/29/25	DIONNA GUTIERREZ	RESTAURANT/BAR MANAGER	RIAC	FT
	TRANSFERS				
	Date	Name	Position	Department	Status
1	12/12/25	RANDALL BERNAL	MAINTENANCE WORKER	STREETS	FT
	PROMOTIONS				
	Date	Name	Position	Department	Status
1.	12/12/25	SANTANA VIGIL	HR SPECIALIST	HR	FT
2.	12/12/25	LOGAN HARRELL	MAINTENANCE WORKER	STREETS	FT
3.	12/12/25	FRANKIE ANAYA	GOLF SHOP SR. ATTENDANT	GOLF	FT
4.	12/12/25	FABIAN VIGIL	POLICE RECRUIT	POLICE	FT
5.	12/12/25	LUIS F. VILLA	POLICE RECRUIT	POLICE	FT
6.	12/12/25	TODD VERCIGLIO	GRANT COORDINATOR	FINANCE	SR
7.	12/12/2025	CHRISTOPHER YOUNG	FIRE APPARATUS OPERATOR 1	FIRE	FT
8.	12/12/25	PABLO ZARAGOZA GARAY	FIRE APPARATUS OPERATOR 2	FIRE	FT
9.	12/12/25	LUKAS KING	FIREFIGHTER 1	FIRE	FT
10.	12/12/25	JAHZIEL GONZALEZ	FIREFIGHTER 1	FIRE	FT
11.	12/12/25	FRANCISCO GARCIA	FIREFIGHTER 1	FIRE	FT
12.	12/26/25	JAVIER VALDEZ	FIREFIGHTER 1	FIRE	FT
13.	12/26/25	ESAU CASTILLO	FIREFIGHTER 1	FIRE	FT
14.	12/26/25	SASHA RASSEGA	ADMIN. WATER METER SPECIALIST	CENTRAL CONTROL	FT
15	12/26/25	FRANCO DERAS	ENGINEERING CONSTRUCTION SUPER	ENGINEERING	SR
16	12/26/25	ANTONIO BALBINO	POLICE RECRUIT	POLICE	FT
	DEMOTIONS				
	Date	Name	Position	Department	Status
1					
	EXITS				
	Date	Name	Position	Department	Status
1.	12/1/2025	SEAN ALEXANDER	WATER CS BILLING CLERK	WATER CUSTOMER SERVICE	FT
2.	12/2/2025	BRIAN BANNISTER	VEHICLE OPERATOR	TRANSIT	FT
3.	12/4/2025	STANLEY MONTOYA	KENNEL WORKER	ANIMAL CONTROL	FT
4.	12/5/2025	MICHEAL CHRISTENSEN	BUILDING INSPECTOR	CODE ENFORCEMENT	FT
5.	12/5/2025	JOSE L. SOLIS	PARKS LABORER	PARKS	TP

6.	12/9/2025	GRIFFEN KUNKO	GOLF SHOP SR. ATTENDANT	GOLF	FT
7	12/11/2025	GARRETT DOLLAR	DETECTIVE	POLICE	FT
8	12/11/2025	JENNIFER MARTINEZ	DEPUTY COURT CLERK	MUNICIPAL COURT	FT
9	12/19/25	TRACY SHULTZ	RECREATION LEADER SR.	RECREATION	FT
10	12/19/25	LILLIAN LEWIS	ACCOUNTS RECEIVABLE	FINANCE	FT
11	12/22/25	SIDNEY ARAGON TORRES	ANIMAL CONTROL OFFICER	ANIMAL CONTROL	FT
12	12/26/25	IVAN CARDENAS	W&S MAINTENANCE WORKER I	PUBLIC WORKS	FT
13	12/30/25	JEFF IRISH	FIRE APPARATUS OPERATOR 2	FIRE	FT
14	12/30/25	JESSICA MOORE	EMERGENCY COMM. DISPATCHER	CONSOLIDATED DISPATCH	FT
15	12/31/25	JULIANNA RODRIGUEZ	LABORATORY TECHNICIAN	WWTP-LAB	FT
	RETIREMENT				
	Date	Name	Position	Department	Status
1	12/31/25	BRECK WALDEN	ELECTRICAL INSPECTOR	CODE ENFORCEMENT	FT

Employee Turnover



Period Start Date: 12/12/2025
Period End Date: 12/25/2025

Legal Committee

Job Code	Description	Employee Count Start of Period	Employee Count End of Period	Employee Count Terminated	Turnover Rate
Location: 4011 ELECTED OFFICIALS					
1001	MAYOR	1	1	0	0.00%
1002	MAYOR PRO TEM	1	1	0	0.00%
1003	CITY COUNCILOR WARD 1	2	2	0	0.00%
1004	CITY COUNCILOR WARD 2	1	1	0	0.00%
1005	CITY COUNCILOR WARD 3	2	2	0	0.00%
1006	CITY COUNCILOR WARD 4	2	2	0	0.00%
1007	CITY COUNCILOR WARD 5	2	2	0	0.00%
Location: 4013 ADMINISTRATION					
1008	CITY MANAGER	1	1	0	0.00%
1012	DEPUTY CITY MANAGER	1	1	0	0.00%
1435	PROJECT MANAGER	1	1	0	0.00%
Location: 4015 CITY CLERK					
1419	CITY CLERK	1	1	0	0.00%
1420	DEPUTY CITY CLERK	1	1	0	0.00%
1435	CITY CLERK OFFICE ASSISTANT	2	2	0	0.00%
Location: 4021 MUNICIPAL COURT					
1022	DEPUTY COURT CLERK	3	3	0	0.00%
1023	MUNICIPAL JUDGE	1	1	0	0.00%
1024	BAILIFF	1	1	0	0.00%
1025	COMPLIANCE OFFICER	1	1	0	0.00%
1336	COURT ADMINISTRATOR	1	1	0	0.00%
Location: 4041 FINANCIAL ADMINISTRATION					
1028	ACCOUNTING TECHNICIAN II	2	2	0	0.00%
1030	ACCOUNTANT	1	1	0	0.00%
1033	PAYROLL ADMINISTRATOR	1	1	0	0.00%
1034	DEPARTMENT DIRECTOR FINANCE	1	1	0	0.00%
1036	PURCHASING AGENT	1	1	0	0.00%
1037	PURCHASING TECHNICIAN	1	1	0	0.00%
1075	PAYROLL ASSISTANT	1	1	0	0.00%
1312	SENIOR ACCOUNTANT	1	1	0	0.00%

Roswell, NM

Employee Turnover



Period Start Date: 12/12/2025
Period End Date: 12/25/2025

1409 ACCOUNTS RECEIVABLE 2 1 66.67% Was still paid out on 1/2/2026 pay check

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4582	LEWIS, LILLIAN	1409102	ACCOUNTS RECEIVABLE	8/26/2024	12/19/2025
1476	ASSISTANT FINANCE DIRECTOR	1	1	0	0.00%
1485	STAFF ACCOUNTANT	0	0	0	#DIV/0!
1486	GRANT COORDINATOR	1	1	0	0.00%
Location: 4051 LEGAL					
14113	DEPUTY CITY ATTORNEY	1	1	0	0.00%
1339	PARALEGAL	1	1	0	0.00%
1405	CITY ATTORNEY APPOINTED	1	1	0	0.00%
1455	CONTRACTS & CLAIMS ADMIN	1	1	0	0.00%
Location: 4061 HUMAN RESOURCES					
1038	HR ADMINISTRATIVE ASSISTANT SR	0	1	0	0.00%
1042	DEPARTMENT DIRECTOR H.R.	1	1	0	0.00%
1387	SAFETY COORDINATOR	1	1	0	0.00%
1427	HUMAN RESOURCES SUPERVISOR	1	1	0	0.00%
1443	TRAINING SPECIALIST CDL	1	1	0	0.00%
1447	EMPLOYEE/BENEFITS SUPERVISOR	1	1	0	0.00%
1451	HUMAN RESOURCES SPECIALIST	2	2	0	0.00%
1465	HR/SAFETY GENERALIST	1	1	0	0.00%
Location: 4071 FACILITIES MAINTENANCE					
1043	CUSTODIAN	1	1	0	0.00%
1045	FACILITIES MAINT. SPECIALIST	4	4	0	0.00%
1046	FACILITIES MAINT. SPEC SR.	1	1	0	0.00%
1259	PROJECT AND FACILITY MANAGER	1	1	0	0.00%
1319	ADMIN. ASST. SENIOR FACILITIES	1	1	0	0.00%
1379	FAC. MAINTENANCE HVAC SPEC SR.	1	1	0	0.00%
1440	FACILITIES MAINT. LABORER	2	2	0	0.00%
1445	FAC. MAINT. LOCKSMITH TECH	1	1	0	0.00%
Location: 4074 FLEET MAINTENANCE					
1340	VEHICLE MAINTENANCE SUPERVISOR	1	1	0	0.00%
Location: 4111 POLICE DEPARTMENT					
1043	CUSTODIAN	1	1	0	0.00%

Employee Turnover



Period Start Date: 12/12/2025
Period End Date: 12/25/2025

Legal Committee

1049	OFFICE ASSISTANT POLICE	6	6	0	0.00%
1050	ADMIN. ASSISTANT SR. POLICE	2	2	0	0.00%
1053	POLICE SERV AIDE CAREER PATH	4	4	0	0.00%
1054	POLICE RECRUIT	8	8	0	0.00%
1055	POLICE OFFICER 1	23	22	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	11	11	0	0.00%
1062	DEPUTY POLICE CHIEF	2	2	0	0.00%
1063	POLICE CHIEF	1	1	0	0.00%
1064	POLICE RECORDS SUPERVISOR	1	1	0	0.00%
1065	EVIDENCE PROPERTY CUSTODIAN	3	3	0	0.00%
1066	TSU CRIME SCENE TECHNICIAN	4	4	0	0.00%
1067	ADMIN. ASSISTANT POLICE	5	5	0	0.00%
1073	REALTIME CRIME CENTER OPERATOR	2	2	0	0.00%
Location: 4121 FIRE DEPARTMENT		85	85	0	0.00%
1068	ADMIN. ASSISTANT SR. FIRE	1	1	0	0.00%
1071	FIREFIGHTER 1	20	20	0	0.00%
1072	FIREFIGHTER 2	3	3	0	0.00%
1073	FIREFIGHTER 3	1	1	0	0.00%
1074	FIRE APPARATUS OPERATOR 1	10	10	0	0.00%
1075	FIRE APPARATUS OPERATOR 2	12	12	0	0.00%
1076	FIRE APPARATUS OPERATOR 3	2	2	0	0.00%
1077	FIRE LIEUTENANT 1	5	5	0	0.00%
1078	FIRE LIEUTENANT 2	9	9	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%

17 of 242

Roswell, NM

Employee Turnover



Period Start Date: 12/12/2025

Period End Date: 12/25/2025

Legal Committee

1271	DEPUTY FIRE MARSHAL	3	3	0	0.00%
1281	FIREMARSHAL	1	1	0	0.00%
1308	DIVISION CHIEF - EMS	1	1	0	0.00%
1320	ARFF COORDINATOR	1	1	0	0.00%
1330	FIRE PREVENTION ADMIN. ASSIST	1	1	0	0.00%

Location: 4125 PUBLIC SAFETY					
1283	EMS CAPTAIN	1	1	0	0.00%

Location: 4131 PLANNING & ZONING					
1017	COMMUNITY DEVELOPMENT DIRECTOR	1	1	0	0.00%
1018	PLANNER SENIOR	1	1	0	0.00%
1314	PLANNER II	1	1	0	0.00%
1344	CUSTOMER SERVICE SPECIALIST	1	1	0	0.00%

Location: 4135 ENGINEERING					
1158	CONSTRUCTION INSPECTOR	1	1	0	0.00%
1159	CONSTRUCTION INSPECTOR SR.	1	1	0	0.00%
1160	ENGINEERING TECHNICIAN	1	1	0	0.00%
1162	DIRECTOR OF ENGR. & INFRA.	1	1	0	0.00%
1192	ADMIN. ASST. SR. PUBLIC WORKS	1	1	0	0.00%
1306	ENGINEER SR	1	1	0	0.00%
1307	GEOGRAPHIC INFORMATION SYSTEM	1	1	0	0.00%
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	1	1	0	0.00%
1091	PLUMBING INSPECTOR	1	1	0	0.00%
1092	CODE ENFORCEMENT OFFICER	4	4	0	0.00%
1093	SUPERVISOR CODE ENFORCEMENT	1	1	0	0.00%
1376	BUILDING OFFICIAL	1	1	0	0.00%
1464	BUSINESS LICENSE CLERK	1	1	0	0.00%

Location: 4161 ANIMAL CONTROL					
1094	OFFICE ASST. ANIMAL CONTROL	1	1	0	0.00%
1095	ANIMAL CONTROL OFFICER	5	4	1	22.22%

Roswell, NM

Employee Turnover



Period Start Date: 12/12/2025
Period End Date: 12/25/2025

Employee #	Name	Position Code	Description	Hire Date	Termination Date
4213	ARAGON TORRES, SIDNEY	1098104	KENNEL WORKER	12/6/2022	12/22/2025
1097	KENNEL COORDINATOR	1		1	0
1098	KENNEL WORKER	4		4	0
1099	ANIMAL SERVICES MANAGER	1		1	0
Location: 4181 C.E.P.					
1099	DEPT MGR EMERGENCY MGMT	1		1	0
Location: 4192 COMMUNITY ENHANCEMENT					
1100	COMMUNITY IMPROVEMENT TECH.	1		1	0
Location: 4211 LIBRARY					
1101	ADMIN. ASSISTANT LIBRARY	1		1	0
1103	LIBRARY PAGE SENIOR	3		3	0
1104	TECHNICAL SERVICE ASSISTANT	1		1	0
1105	LIBRARY ASSISTANT- CIRCULATION	2		2	0
1107	REFERENCE ASSISTANT	1		1	0
1109	LIBRARY CATALOGER	1		1	0
1112	DEPARTMENT DIRECTOR LIBRARY	1		1	0
1116	INTER LIBRARY L & R LIBRARIAN	1		1	0
1354	YOUTH LIBRARIAN ASSISTANT	1		1	0
1387	LIBRARY PAGE SENIOR PT	7		7	0
1441	STEM INSTRUCTOR	1		1	0
1474	HEAD OF CIRCULATION	1		1	0
Location: 4221 MUSEUM					
1116	MUSEUM STORE SUPERVISOR	1		1	0
1117	GUEST SERVICES ASSOCIATE	1		1	0
1119	PLANETARIUM COORDINATOR	1		1	0
1122	REGISTRAR MUSEUM	1		1	0
1123	CURATOR OF COLLECTIONS AND EXH	1		1	0
1124	DEPARTMENT DIRECTOR MUSEUM	1		1	0
1130	MUSEUM EDUCATOR	1		1	0
1304	PLANETARIUM ASSISTANT	1		1	0
1345	MUSEUM OPERATIONS MANAGER	1		1	0
1392	MUSEUM STORE CLERK PT	1		1	0

Legal Committee

19 of 242

Roswell, NM

Employee Turnover



Period Start Date: 12/12/2025
Period End Date: 12/25/2025

Location: 4231 PARKS					
11243	CUSTODIAN	29	29	0	0.00%
1126	ADMIN. ASSISTANT SR. PARKS	1	1	0	0.00%
1127	LABORER PARKS	9	9	0	0.00%
1128	GROUPS MAINT WORKER PARKS	10	10	0	0.00%
1129	GROUPS MAINT WORKER SR PARKS	5	5	0	0.00%
1130	SUPERINTENDENT PARKS	1	1	0	0.00%
1151	DEPARTMENT DIRECTOR RECREATION	1	1	0	0.00%
1329	PARKS SUPERVISOR	1	1	0	0.00%
Location: 4232 ZOO					
1133	LABORER ZOO	6	6	0	0.00%
1134	ZOO KEEPER	1	1	0	0.00%
1135	GROUPS MAINTENANCE WORKER ZOO	2	2	0	0.00%
1439	LEAD ZOO KEEPER	1	1	0	0.00%
1456	ZOO SUPERVISOR	1	1	0	0.00%
Location: 4233 GOLF					
1139	GROUPS MAINT. WORKER GOLF	15	15	0	0.00%
1141	SUPERVISOR GOLF	2	2	0	0.00%
1142	SUPERINTENDENT GOLF	1	1	0	0.00%
1331	GOLF COURSE MANAGER	1	1	0	0.00%
1351	GOLF SHOP SUPERVISOR	1	1	0	0.00%
1352	OUTSIDE SRVS ATTENDANT GOLF	3	3	0	0.00%
1353	GOLF SHOP SR ATTENDANT	3	3	0	0.00%
1365	BEVERAGE CART ATTENDANT	1	1	0	0.00%
1431	GOLF SHOP LEAD SR ATTENDANT	1	1	0	0.00%
1475	GOLF LABORER TEMP	1	1	0	0.00%
Location: 4241 RECREATION					
1146	FACILITIES MAINT. SPEC SR.	26	26	1	3.92%
1143	OFFICE ASSISTANT RECREATION	1	1	0	0.00%
1145	RECREATION AIDE 2	2	2	0	0.00%
1146	RECREATION LEADER	1	1	0	0.00%
1148	SUPERVISOR RECREATION	1	1	0	0.00%
1150	RECREATION MANAGER	1	1	0	0.00%

Employee Turnover



Period Start Date: 12/12/2025

Period End Date: 12/25/2025

Legal Committee

1380	RECREATION AIDE 2 PT	1	1	0	0.00%
1412	RECREATION AIDE 1 PT	8	8	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	0	1	200.00%

Employee #	Name	Position Code	Description	Hire Date	Termination Date
3876	SHUL TZ, TRACY	1482101	RECREATION LEADER SR	8/17/2021	12/19/2025

Location: 4242	RECREATION AQUATIC POOL	9	10	0	0.00%
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1383	LIFE GUARD 1 PT	6	7	0	0.00%
1426	HEAD LIFEGUARD PT	2	2	0	0.00%
1442	AQUATICS SPECIALIST	1	1	0	0.00%

Location: 4243	ADULT CENTER	1	1	0	0.00%
1146	RECREATION LEADER	1	1	0	0.00%

Location: 4252	CONVENTION CENTER	3	3	0	0.00%
1422	GENERAL FACILITIES & OPER. MGR	1	1	0	0.00%
1447	ACCOUNTING MANAGER	1	1	0	0.00%
1493	OPERATIONS & HOSPITALITY SPEC.	1	1	0	0.00%

Location: 4253	VISITOR CENTER	3	3	0	0.00%
1278	GUEST SERVICES ASSOCIATE VC	1	1	0	0.00%
1280	VISITOR CENTER STORE LEAD	1	1	0	0.00%
1300	GUEST SERVICES STORE SUPV	1	1	0	0.00%

Location: 4261	PUBLIC RELATIONS	3	3	0	0.00%
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	22	22	0	0.00%
1467	MAINTENANCE WORKER STREETS	9	9	0	0.00%
1468	MAINTENANCE WORKER SR. STREETS	4	4	0	0.00%
1470	EQUIPMENT OPERATOR STREETS	4	4	0	0.00%
1471	EQUIPMENT OPERATOR SR. STREETS	3	3	0	0.00%
1472	SUPERVISOR STREETS	1	1	0	0.00%
1473	SUPERINTENDENT STREETS	1	1	0	0.00%

Location: 4325	SPECIAL ELECTRONICS	3	3	0	0.00%
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Employee Turnover



Period Start Date: 12/12/2025

Period End Date: 12/25/2025

Legal Committee

1465	TRAFFIC SIGNAL TECHNICIAN	2	2	0	0.00%
1466	SPECIAL ELECTRONICS SUPVR.	1	1	0	0.00%

Location: 4331 AIRPORT - ADMINISTRATION

1475	ADMIN. ASSISTANT SR. RIAC	1	1	0	0.00%
1477	AIR CENTER DEPUTY DIRECTOR	1	1	0	0.00%
1470	AIRPORT SECURITY COORDINATOR	1	1	0	0.00%
1479	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	0	0	0	#DIV/0!

Location: 4332 AIRPORT - OPERATIONS

1178	FACILITIES MAINT SP. SR. RIAC	1	1	0	0.00%
1479	SUPERVISOR RIAC	1	1	0	0.00%
1480	MAINTENANCE WORKER RIAC	5	5	0	0.00%

Location: 4341 SANITATION

1483	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	3	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	0	0	0	#DIV/0!

Location: 4342 LANDFILL

1487	ACCOUNTING TECHNICIAN II	1	1	0	0.00%
1489	EQUIPMENT OPERATOR	6	6	0	0.00%
1491	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%

Roswell, NM

Employee Turnover



Period Start Date: 12/12/2025

Period End Date: 12/25/2025

Legal Committee

Location: 4352 WATER - CUSTOMER SERVICE						
	14	15	0	0.00%		
1193 CUSTOMER SERVICE CLERK	7	8	0	0.00%		
1195 UTILITIES BILLING SUPERVISOR	1	1	0	0.00%		
1248 METER READER	4	4	0	0.00%		
1260 UTILITIES BILLING MANAGER	1	1	0	0.00%		
1281 METER READER SUPERVISOR	1	1	0	0.00%		
Location: 4353 CENTRAL CONTROL						
	8	8	0	0.00%		
1296 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%		
Location: 4354 PUBLIC WORKS						
	32	32	0	0.00%		
1201 ADMIN. ASSISTANT SR. WATER	1	1	0	0.00%		
1202 WAREHOUSE WORKER	1	1	0	0.00%		
1203 WAREHOUSE WORKER SR.	1	1	0	0.00%		
1205 MAINTENANCE WORKER SR. WATER	3	3	0	0.00%		
1206 EQUIPMENT OPERATOR WATER	6	6	0	0.00%		
1208 SUPERINTENDENT WATER	1	1	0	0.00%		
1209 SUPERVISOR WATER	1	1	0	0.00%		
1266 UTILITY DIRECTOR	1	1	0	0.00%		
1276 UTILITY LOCATOR TECHNICIAN	1	1	0	0.00%		
1286 W & S MAINTENANCE WORKER I	12	12	0	0.00%		
1309 VALVE MAINTENANCE SPECIALIST	2	2	0	0.00%		
1327 WORKFLOW COORD/INSPECTOR	1	1	0	0.00%		
1377 METER MAINTENANCE TECHNICIAN	1	1	0	0.00%		
Location: 4355 WWTP						
	13	13	0	0.00%		
1211 ADMIN. ASSISTANT SR. WWTP	1	1	0	0.00%		
1212 PRETREATMENT COORDINATOR WWTP	1	1	0	0.00%		
1213 OPERATOR WWTP	5	5	0	0.00%		
1214 OPERATOR SR. WWTP	1	1	0	0.00%		
1215 SUPERVISOR WWTP	1	1	0	0.00%		
1216 SUPERINTENDENT WWTP	1	1	0	0.00%		
1283 WWTP ELECTRICIAN	1	1	0	0.00%		

Roswell, NM

Employee Turnover



Period Start Date: 12/12/2025
Period End Date: 12/25/2025

Legal Committee

1311	MAINTENANCE WORKER WWTP	2	2	0	0.00%
Location: 4356 WWTP - SEWER MAINTENANCE					
1219	EQUIPMENT OPERATOR WWTP	4	4	0	0.00%
1354	EQUIPMENT OPERATOR SR. WWTP	2	2	0	0.00%
Location: 4358 WWTP - CITY LAB					
1221	LAB TECHNICIAN ASSISTANT WWTP	2	2	0	0.00%
1222	LABORATORY TECHNICIAN WWTP	1	1	0	0.00%
Location: 4411 CEMETERY					
1223	ADMIN. ASSISTANT CEMETERY	1	1	0	0.00%
1224	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	0	0.00%
Location: 4511 PECOS TRAILS TRANSIT					
1243	CUSTODIAN	1	1	0	0.00%
1229	TRANSIT OPERATIONS SUPV II	1	1	0	0.00%
1231	VEHICLE OPERATOR TRANSIT	15	17	0	0.00%
1232	TRANSIT DIRECTOR	1	1	0	0.00%
1265	TRANSIT MANAGER	1	1	0	0.00%
1315	TRANSIT OPERATIONS SUPV I	1	1	0	0.00%
Location: 4631 INFORMATION TECHNOLOGY					
1233	INFORMATION TECHNOLOGY TECH.	1	1	0	0.00%
1234	DEPARTMENT DIRECTOR IT	1	1	0	0.00%
1235	IT TECHNICIAN SR.	2	2	0	0.00%
1364	NETWORK ADMINISTRATOR ENGINEER	1	1	0	0.00%
1446	SYSTEMS & DATA INTEGRATION SPE	1	1	0	0.00%
Location: 4656 CONSOLIDATED DISPATCH					
1236	EMERGENCY COMM. DISPATCHER	6	6	0	0.00%
1237	EMERGENCY COMM. SUPERVISOR	4	4	0	0.00%
1238	DEPARTMENT MANAGER DISPATCH	1	1	0	0.00%
1262	TRAINING COORDINATOR	1	1	0	0.00%
1358	TERMINAL AGENCY COORDINATOR	1	1	0	0.00%

Roswell, NM

Employee Turnover



Period Start Date: 12/12/2025
Period End Date: 12/25/2025

Legal Committee

437 EMERGENCY COMM. ADMIN ASST.

2 2 0 0.00%

638

25 of 242

Roswell, NM

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1005103 CITY COUNCILOR WARD 3		1.0000	1.0000	0.0000	1.0000	1005	4011ELEC	802/01		5,708.00	2.74
1022103 DEPUTY COURT CLERK		1.0000	1.0000	0.0000	1.0000	1022	DCTCLK			0.00	0.00
1296101 GRANT/PROJECT COORDINATOR		1.0000	1.0000	0.0000	1.0000	1296	GRANTCOORD			19,111.56	9.19
1030104 ACCOUNTANT		1.0000	1.0000	0.0000	1.0000	1030	ACCT	60/01		63,296.22	30.43
1409102 ACCOUNTS RECEIVABLE		1.0000	1.0000	0.0000	1.0000	1409	ACCTSREC	1/01		19,111.56	9.19
1067106 ADMIN. ASSISTANT POLICE		1.0000	1.0000	0.0000	1.0000	1067	ADMINASST	1/00		0.00	0.00
1053107 POLICE SERVICE AIDE CAREE		1.0000	1.0000	0.0000	1.0000	1053	PSACP	30/01		34,936.72	16.80
1057113 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3			0.00	0.00
1057114 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3			0.00	0.00
1061111 DETECTIVE		1.0000	1.0000	0.0000	1.0000	1061	PDET			61,452.82	29.54
1054117 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	660/01		44,770.96	21.52
1055134 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	644/01		22,159.28	10.65
1057102 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	611/01		22,159.28	10.65
1055126 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	611/01		22,159.28	10.65
1049101 OFFICE ASSISTANT POLICE		1.0000	1.0000	0.0000	1.0000	1049	OFFASST	619/01		25,970.10	12.49
1053102 POLICE SERVICE AIDE CAREE		1.0000	1.0000	0.0000	1.0000	1053	PSACP	30/01		32,600.36	15.67
1054109 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	1/01	34,936.72	16.80
1054110 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM		0.00	0.00
1054111 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM		0.00	0.00
1054112 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	44/01	46,114.12	22.17
1054113 POLICE RECRUIT		1.0000	1.0000	0.0000	1.0000	1054	PRECRC	4111ADM	44/01	46,114.12	22.17
1055116 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		0.00	0.00
1055117 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		0.00	0.00
1055118 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		0.00	0.00
1055119 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		0.00	0.00
1055124 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		0.00	0.00
1055125 POLICE OFFICER 1		1.0000	1.0000	0.0000	1.0000	1055	POFFR1	4111RPOA		0.00	0.00
1057101 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA		0.00	0.00
1057103 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA		0.00	0.00
1057107 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA	656/01	56,779.32	27.30
1057108 POLICE OFFICER 3		1.0000	1.0000	0.0000	1.0000	1057	POFFR3	4111RPOA		0.00	0.00
1058114 POLICE SERGEANT		1.0000	1.0000	0.0000	1.0000	1058	PSGT	4111RPOA	SERG/01	80,017.60	38.47
1059101 POLICE LIEUTENANT		1.0000	1.0000	0.0000	1.0000	1059	PLT	4111ADM		0.00	0.00
1061105 DETECTIVE		1.0000	1.0000	0.0000	1.0000	1061	PDET	4111RPOA	619/01	25,970.10	12.49
1066102 TSU LAB TECHNICIAN		1.0000	1.0000	0.0000	1.0000	1066	TSULABTECH	4111ADM	40/01	42,586.44	20.47
1070101 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070102 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070103 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070104 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070105 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070106 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070107 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070108 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070109 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070110 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070111 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070112 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070113 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070114 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070115 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070116 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070117 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29
1070118 FIREFIGHTER RECRUIT		1.0000	1.0000	0.0000	1.0000	1070	FFRECRC	4121ADM	37/01	40,132.30	19.29



POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL SALARY	HOURLY SALARY
1071105 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1071111 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1071112 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1071115 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1071116 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1071117 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1071118 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1071119 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1071121 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1072104 FIREFIGHTER 2	1.0000	1.0000	0.0000	1.0000	1072	FF2	4121IAFF	/00		0.00	0.00
1073102 FIREFIGHTER 3	1.0000	1.0000	0.0000	1.0000	1073	FF3	4121IAFF	/00		0.00	0.00
1074105 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01		62,695.62	21.47
1074107 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00		0.00	0.00
1074110 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01		62,695.62	21.47
1074111 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01		62,695.62	21.47
1074112 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	FA01/01		62,695.62	21.47
1074113 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00		0.00	0.00
1074115 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00		0.00	0.00
1074117 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00		0.00	0.00
1074122 FIRE APPARATUS OPERATOR 1	1.0000	1.0000	0.0000	1.0000	1074	FAPPOPER1	4121IAFF	/00		0.00	0.00
1075103 FIRE APPARATUS OPERATOR 2	1.0000	1.0000	0.0000	1.0000	1075	FAPPOPER2	4121IAFF	/00		0.00	0.00
1077103 FIRE LIEUTENANT 1	1.0000	1.0000	0.0000	1.0000	1077	FLT1	4121IAFF	/00		0.00	0.00
1078107 FIRE LIEUTENANT 2	1.0000	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	/00		0.00	0.00
1079105 FIRE LIEUTENANT 3	1.0000	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	LIE1/01		77,864.28	26.67
1079107 FIRE LIEUTENANT 3	1.0000	1.0000	0.0000	1.0000	1079	FLT3	4121IAFF	FE2/01		55,756.74	19.09
1072106 FIREFIGHTER 2	1.0000	1.0000	0.0000	1.0000	1072	FLT2	4121IAFF	/00		0.00	0.00
1078114 FIRE LIEUTENANT 2	1.0000	1.0000	0.0000	1.0000	1078	FLT2	4121IAFF	/00		0.00	0.00
1071129 FIREFIGHTER 1	1.0000	1.0000	0.0000	1.0000	1070	FIRECR	4121ADM	37/01		40,132.30	19.29
1452101 FIRE APPARATUS OPERATOR L	1.0000	1.0000	0.0000	1.0000	1071	FF1	4121IAFF	/00		0.00	0.00
1159102 CONSTRUCTION INSPECTOR SR	1.0000	1.0000	0.0000	1.0000	1452	FAPOPERLAT	4121IAFF	FA01/01		62,695.62	21.47
1160101 ENGINEERING TECHNICIAN	1.0000	1.0000	0.0000	1.0000	1159	CONINSPSR	4135ADM	47/01		48,926.02	23.52
1366101 ENGINEERING CONSTRUCTION	1.0000	1.0000	0.0000	1.0000	1160	ENGRTECH	4135ADM	56/01		58,482.58	28.12
1089101 BUILDING INSPECTOR	1.0000	1.0000	0.0000	1.0000	1366	ENGCONSUP	4135ADM	1/01		19,111.56	9.19
1095102 ANIMAL CONTROL OFFICER	1.0000	1.0000	0.0000	1.0000	1089	BLDGINS	4151ADM	54/01		56,202.22	27.02
1098106 KENNEL WORKER	1.0000	1.0000	0.0000	1.0000	1095	ACOFFR	4161AFLC	929/01		33,248.28	15.98
1260101 COMMUNITY DEVELOPMENT PRO	1.0000	1.0000	0.0000	1.0000	1098	KENWKR	4161ADM	278/01		33,421.44	16.07
1277101 CHILDREN AND YOUTH LIBRAR	1.0000	1.0000	0.0000	1.0000	1260	CMDVPRTEC	4192ADM	1/01		19,111.56	9.19
1117104 GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1277	CHLDLIBRA	4211ADM	1/01		19,111.56	9.19
1117105 GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01		32,600.36	15.67
1117106 GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01		32,600.36	15.67
1117101 GUEST SERVICES ASSOCIATE	1.0000	1.0000	0.0000	1.0000	1117	GSTSRVASSC	4221AFLC	928/01		32,600.36	15.67
1120101 PREPARATOR MUSEUM	1.0000	1.0000	0.0000	1.0000	1120	MUSPREP	4221ADM	/00		0.00	0.00
1127101 LABORER PARKS	1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	/00		0.00	0.00
1127106 LABORER PARKS	1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01		25,196.60	12.11
1127111 LABORER PARKS	1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01		25,196.60	12.11
1127114 LABORER PARKS	1.0000	1.0000	0.0000	1.0000	1127	LBR	4231AFLC	915/01		25,196.60	12.11
1419102 PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	26/01		32,291.74	15.52
1419101 PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	26/01		32,291.74	15.52
1419103 PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	26/01		32,291.74	15.52
1419104 PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	26/01		32,291.74	15.52
1419105 PARKS LABORER TEMP	1.0000	1.0000	0.0000	1.0000	1419	PRKTMP	4231ADM	26/01		32,291.74	15.52
1134103 ZOO KEEPER	1.0000	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	915/01		25,196.60	12.11
1134104 ZOO KEEPER	1.0000	1.0000	0.0000	1.0000	1134	ZOOKPR	4232AFLC	926/01		31,351.32	15.07
1468101 GROUNDS MAINTENANCE ZOO L	1.0000	1.0000	0.0000	1.0000	1468	GRMTZOOILD	4232ADM	1/01		19,111.56	9.19

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
1365101 BEVERAGE CART ATTENDANT		1.0000	1.0000	0.0000	1.0000	1365	BEVATTND	4233ADM	278/01	33,421.44	33,421.44	16.07	16.07
1475102 GOLF LABORER TEMP		1.0000	1.0000	0.0000	1.0000	1475	GOLFTEMP	4233ADM	26/01	32,291.74	32,291.74	15.52	15.52
1139102 GROUNDS MAINT. WORKER GOL		1.0000	1.0000	0.0000	1.0000	1139	GMWRKR	4233AFCL	927B/01	32,448.00	32,448.00	15.60	15.60
1139104 GROUNDS MAINT. WORKER GOL		1.0000	1.0000	0.0000	1.0000	1139	GMWRKR	4233AFCL	927B/01	32,448.00	32,448.00	15.60	15.60
1444101 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444102 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444103 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444104 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444105 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444106 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444107 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444108 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444109 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444110 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444111 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444112 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444113 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444114 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444115 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1444116 REC AIDE/LIFEGUARD TEMP		1.0000	1.0000	0.0000	1.0000	1444	RA LG TEMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1478101 RECREATION INSTRUCTOR- PA		1.0000	0.5000	0.0000	1.0000	1478	RECINSTR	4241ADM	1/01	19,111.56	19,111.56	9.19	9.19
1482101 RECREATION LEADER SR		1.0000	1.0000	0.0000	1.0000	1482	RCLNDRSR	4241ADM	42/01	44,326.62	44,326.62	21.31	21.31
1436110 BASKETBALL OFFICIAL TEMP		1.0000	0.5000	0.0000	1.0000	1436	BSKTBLTMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1436109 BASKETBALL OFFICIAL TEMP		1.0000	0.5000	0.0000	1.0000	1436	BSKTBLTMP	4241ADM	278/01	33,421.44	33,421.44	16.07	16.07
1438101 LIFEGUARD STUDENT PT		1.0000	1.0000	0.0000	1.0000	1438	LIFEGRDSTN	4242ADM	278/01	33,421.44	33,421.44	16.07	16.07
1383106 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	19,111.56	9.19	9.19
1383109 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	19,111.56	9.19	9.19
1383120 LIFE GUARD 1 PT		1.0000	1.0000	0.0000	1.0000	1383	LIFEGRD1PT	4242ADM	1/01	19,111.56	19,111.56	9.19	9.19
1432101 OPERATIONS AND HOSPITALIT		1.0000	1.0000	0.0000	1.0000	1432	OPHOSPSPEC	4252ADM	1/01	19,111.56	19,111.56	9.19	9.19
1432102 OPERATIONS AND HOSPITALIT		1.0000	1.0000	0.0000	1.0000	1432	OPHOSPSPEC	4252ADM	1/01	19,111.56	19,111.56	9.19	9.19
1415101 GUEST SERVICES ASSOCIATE		1.0000	1.0000	0.0000	1.0000	1415	GSVAVCT	4253ADM	1/01	19,111.56	19,111.56	9.19	9.19
1378101 ADMINISTRATIVE ASSISTANT		1.0000	1.0000	0.0000	1.0000	1378	ADMSSRST	4323ADM	1/01	19,111.56	19,111.56	9.19	9.19
1167108 MAINTENANCE WORKER STREET		1.0000	1.0000	0.0000	1.0000	1167	MAINTWRKR	4323AFCL	915/01	25,196.60	25,196.60	12.11	12.11
1484101 ASSISTANT RESTAURANT/BAR		1.0000	1.0000	0.0000	1.0000	1484	ASREBARMR	4331ADM	1/01	19,111.56	19,111.56	9.19	9.19
1484101 EMERGENCY VEHICLE TECHNIC		1.0000	1.0000	0.0000	1.0000	1484	EMVEHTECH	4341ADM	84/01	101,801.72	101,801.72	48.94	48.94
1182101 ADMIN. ASSISTANT SR		1.0000	1.0000	0.0000	1.0000	1182	ADMSSTSR	4341ADM	42/01	44,326.62	44,326.62	21.31	21.31
1185101 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFCL	915/01	25,196.60	25,196.60	12.11	12.11
1185107 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFCL	937/01	38,963.34	38,963.34	18.73	18.73
1185113 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFCL	931C/01	34,613.28	34,613.28	16.64	16.64
1185115 AUTOMATED COLLECTION OPER		1.0000	1.0000	0.0000	1.0000	1185	AUTOPER	4341AFCL	915/01	38,937.60	38,937.60	18.72	18.72
1284101 EQUIPMENT OPERATOR SANITA		1.0000	1.0000	0.0000	1.0000	1284	SANEQPOPER	4342AFCL	915/01	25,196.60	25,196.60	12.11	12.11
1284102 EQUIPMENT OPERATOR SANITA		1.0000	1.0000	0.0000	1.0000	1284	SANEQPOPER	4342AFCL	915/01	25,196.60	25,196.60	12.11	12.11
1472101 LABORER TEMP LANDELL		1.0000	1.0000	0.0000	1.0000	1472	LABORTEMP	4342ADM	26/01	32,291.74	32,291.74	15.52	15.52
1189107 EQUIPMENT OPERATOR		1.0000	1.0000	0.0000	1.0000	1189	EQUIPOPER	4342AFCL	931/01	34,613.28	34,613.28	16.64	16.64
1348106 METER READER		1.0000	1.0000	0.0000	1.0000	1348	METERREAD	4352AFCL	915/01	25,196.60	25,196.60	12.11	12.11
1348104 METER READER		1.0000	1.0000	0.0000	1.0000	1357	UBCSLEAD	4352ADM	1/01	19,111.56	19,111.56	9.19	9.19
1357101 UTILITIES CUSTOMER SERVICE		1.0000	1.0000	0.0000	1.0000	1193	CUSTSRVCLK	4352ADM	1/01	19,111.56	19,111.56	9.19	9.19
1193109 CUSTOMER SERVICE CLERK		1.0000	1.0000	0.0000	1.0000	1197	ADMINASSTS	4353ADM	/00	0.00	0.00	0.00	0.00
1197101 ADMIN. ASST. SR. CENT. CO		1.0000	1.0000	0.0000	1.0000	1204	MAINTWRKR2	4354AFCL	937/01	38,963.34	38,963.34	18.73	18.73
1204101 W & S MAINTENANCE WORKER		1.0000	1.0000	0.0000	1.0000	1204	MAINTWRKR2	4354AFCL	937/01	38,963.34	38,963.34	18.73	18.73
1206102 W & S MAINTENANCE WORKER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER	4354AFCL	931/01	34,613.28	34,613.28	16.64	16.64
1206103 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER	4354AFCL	/00	0.00	0.00	0.00	0.00
1206104 EQUIPMENT OPERATOR WATER		1.0000	1.0000	0.0000	1.0000	1206	EQUIPOPER	4354AFCL	44/01	46,114.12	46,114.12	22.17	22.17
1407101 WATER CONSERVATION SPECIA		1.0000	1.0000	0.0000	1.0000	1407	WTRCONSSPE	4354ADM	44/01	25,196.60	25,196.60	12.11	12.11
1372101 UTILITY CONSTRUCTION COOR		1.0000	1.0000	0.0000	1.0000	1372	UTCONSCOOR	4354AFCL	915/01	38,963.34	38,963.34	18.73	18.73

POSITION VACANCY REPORT

POSITION	TYPE	MAX	FTE	FILLED	VACANT	JOB	LOC	BGNU	GRAD/ST	ANNUAL	SALARY	HOURLY	SALARY
1219103 EQUIPMENT OPERATOR, WWTP		1.0000	1.0000	0.0000	1.0000	1219	EQUIPOPER	4356AFLC	/00	0.00	0.00	0.00	0.00
1224104 GROUNDS MAINT., WORKER CEM		1.0000	1.0000	0.0000	1.0000	1224	GMWKR	4411AFLC	923/01	29,523.00	0.00	14.19	14.19
1231117 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	/00	0.00	0.00	0.00	0.00
1231118 VEHICLE OPERATOR TRANSIT		1.0000	1.0000	0.0000	1.0000	1231	VEHOPER	4511AFLC	915/01	25,196.60	0.00	12.11	12.11
1263101 EMERGENCY COMMUNICATIONS		1.0000	1.0000	0.0000	1.0000	1263	EMCOQUASCO	4656ADM	54/01	56,202.22	0.00	27.02	27.02
1257101 OPERATIONS COORDINATOR		1.0000	1.0000	0.0000	1.0000	1257	OPCOOR	4656ADM	54/01	56,202.22	0.00	27.02	27.02
1236102 EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	/00	0.00	0.00	0.00	0.00
1236103 EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	0.00	19.29	19.29
1236104 EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	35/01	38,583.48	0.00	18.55	18.55
1236105 EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	0.00	19.29	19.29
1236108 EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	0.00	19.29	19.29
1236110 EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	0.00	19.29	19.29
1236111 EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	0.00	19.29	19.29
1236112 EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	0.00	19.29	19.29
1236114 EMERGENCY COMM. DISPATCH		1.0000	1.0000	0.0000	1.0000	1236	EMDISP	4656ADM	37/01	40,132.30	0.00	19.29	19.29
TOTAL					180.0000					4,878,899.50		2,283.61	

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

Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of a lease agreement extension with First National Tower, Ltd for property located at 400 N. Pennsylvania Avenue, Roswell, NM 88201, inclusive of a ratification for January 1, 2026 through March 31, 2026.
(Caroline Brooks)

BACKGROUND:

Initiated by: Caroline Brooks

This request is to consider recommending approval for the City of Roswell to enter into a lease agreement extension with First National Tower, Ltd from January 1 through March 31, 2026, while repairs and preparations continue for a move to a property at the Roswell Air Center. The First National Tower property had been used by the museum department under a \$1/month waived fee following the October 2024 flood for collection storage and staff through September 2025. As continued use required a rental fee, a lease extension was approved by Council for October through December 2025 with a rental fee of \$10,897/month, during which repairs to the air center property commenced.

FINANCIAL CONSIDERATION:

Rent of Ten Thousand Eight Hundred and Ninety-Seven Dollars (\$10,897) per month for two months for a total of \$21,794. Calculated at \$12 per square foot per year x 10,897 square feet divided by 12 months = \$10,897 per month. A request to reimburse the expense under the fine art insurance claim is pending.

LEGAL REVIEW:

The City Attorney has reviewed the lease agreement.

BOARD AND COMMITTEE ACTION:

The Finance Committee recommended approval (4-0) of a budget adjustment on October 2, 2025; City Council approved (9-0) on October 9, 2025. The Legal Committee recommended approval (5-0) of a lease agreement extension from October through December 2025 on October 23, 2025; City Council approved (10-0) on November 13, 2025. Legal Committee will be the first to consider the lease agreement extension for January 1, 2026 through March 31, 2026, inclusive of ratification.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

First National Tower Lease Extension

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is hereby entered into on this 25 day of October, 2024 (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 First National Tower Ltd., a(n) domestic for profit, whose principal address is 400 N. Pennsylvania Ave, Ste. 1350, Roswell, NM 88201 ("FNT Ltd."), collectively referred to herein as the Parties.

RECITALS

WHEREAS, the City is in need of a vault to store city property in a temperature-controlled environment; and:

WHEREAS, First National Tower Ltd. has a vault located in the building at 400 Penn Plaza that was formerly the Wells Fargo Bank location and is in spirit of community is graciously offering it to temporarily house displaced items of city property formerly located at the Roswell Museum.

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

1. GRANTING CLAUSE

For the Term, at the Rent and otherwise upon the terms, provisions and conditions contained herein, FNT Ltd. hereby lets and leases unto City the FNT Ltd. vault and other available premises known formerly as the Wells Fargo Bank located at 400 N. Pennsylvania, Ste. 100, Roswell, New Mexico, 88201, comprising approximately 8000 square feet more or less to the City, together with all improvements located thereon.

2. RENT

a. City agrees to pay to FNT Ltd. as rent the sum of ONE DOLLAR (\$1.00) per month during the term hereof, and as further consideration throughout the term hereof, FNT Ltd. shall provide a vault and other above describe premises at the above address of 400 N, Penn, Roswell, NM.

3. SECURITY DEPOSIT

a. Upon the execution of this Agreement, City shall pay to FNT Ltd. the following a security deposit of to be held as security for the payment of rent and the faithful performance by City of all of its obligations under this Agreement:

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☐ i. \$.

☒ ii. FNT Ltd. waives the security deposit for this Agreement.

b. FNT Ltd. may use the security deposit to repair any damage to 400 Penn Plaza caused by City or its guests, and to clean the 400 Penn Plaza upon termination of this Agreement. If City fully performs its obligations under this Agreement, the security deposit, or the balance remaining, shall promptly be returned to City after the termination of this Agreement.

4. TERM

The term of this Agreement shall commence on the Effective Date and shall continue for a period of 3 months (the "Term"). This Agreement may thereafter be renewed for up to 3 additional period(s) of 1 month each (the "Renewal Terms"), upon mutual written agreement of the Parties. Each Renewal Period shall be governed by the same terms and conditions hereof, except as may be otherwise agreed in writing by the Parties.

5. USE OF PREMISES

a. City shall use FNT Ltd. vault solely for the purposes of storing valuable city property, and related uses, and for no other purposes. City shall not use the FNT Ltd. vault for any purpose prohibited by the laws of the United States, the State of New Mexico, or the ordinances of the City of Roswell.

b. City shall conduct and operate its business in such a manner so as to prevent the performance of any act, creation, or maintenance of anything which in the opinion of FNT Ltd. may be or become a nuisance of otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor, other forms of air pollution, or other condition, substance, or element in such amounts as to affect the surrounding area or adjoining premises. FNT Ltd. shall be the sole judge as to whether any act done or things created or maintained by City on the 400 Penn Plaza is or may become a nuisance or otherwise noxious or objectionable condition and City agrees to abide by FNT's decision and act in accordance with its directions with respect thereto.

c. 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 City's use or occupancy of 400 Penn Plaza is the sole and absolute responsibility of City. City shall comply with all Federal, State and local regulations, laws and ordinances of the City of Roswell in disposal of any such materials.

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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 City's use or occupancy of 400 Penn Plaza shall be grounds for the immediate termination of this Agreement with or without process of law. City represents to FNT Ltd. that it will not release any hazardous materials at, in, on or about 400 Penn Plaza. To the extent it is proven that hazardous materials have been released by City during the Term, City hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold FNT Ltd. harmless from and against any bodily injury, death or property damage, including (1) environmental claims, (2) environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials, and (3) liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

6. CONDITION OF THE PREMISES

City has inspected 400 Penn Plaza and accepts 400 Penn Plaza in its present condition, as is. City acknowledges that any requirements for accessibility and/or public accommodation(s) are City's responsibility. FNT Ltd. makes no representations or warranties that 400 Penn Plaza is suitable for City's use or any other purpose.

7. MAINTENANCE

a. City, at its own expense, shall maintain 400 Penn Plaza and appurtenances to 400 Penn in good repair and in at least as good condition as that in which they were delivered, allowing for ordinary wear and tear, and provided that 400 Penn Plaza shall not be required to make any structural repairs or alterations, which shall be the responsibility of FNT Ltd., except as provided below.

b. FNT Ltd. shall be the sole judge of the quality of repair and maintenance by City under this Section and, upon written notice by FNT Ltd., City shall be required to perform whatever maintenance or repairs deemed necessary by FNT Ltd.. If said maintenance or repair is not undertaken within ten (10) days after receipt of written notice, FNT Ltd. shall have the right to enter upon 400 Penn Plaza and perform the necessary maintenance, the cost of which shall be borne by City.

c. City shall notify FNT Ltd. of any structural repairs as soon as City knows or should know of the need for such repairs. All capital improvements expense related to maintenance and repair will be discussed amongst the Parties and coordinated for available funding. City's

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failure to timely notify FNT Ltd. of the need for such repairs, or made necessary as a result of the activities of City at 400 Penn Plaza. The cost of structural repairs made necessary as a result of City's activities or failure to timely notify FNT Ltd. shall be deemed additional Rent and shall be payable to FNT Ltd. on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

8. TAXES, LICENSES AND UTILITIES

During the Term hereof, City shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by City upon 400 Penn Plaza, of whatsoever kind or nature, incident to or arising out of the conduct of City's activities. Failure to have or maintain any appropriate current license or permit shall be a breach of this Agreement. FNT Ltd. shall be responsible for all utilities to 400 Penn Plaza.

9. PERSONAL PROPERTY AND FIXTURES

All personal property and fixtures of City in and on 400 Penn Plaza shall be kept at the sole risk of City, and FNT Ltd. shall not be liable for any damage thereto or to City for interruption of business or otherwise. City hereby waives all causes or rights of recovery against FNT Ltd., its agents, employees, invitees and for any loss to such personal property and fixtures on 400 Penn Plaza or to consequential loss arising there from caused by fire or other casualty, whether negligently caused or not.

10. EQUIPMENT AND IMPROVEMENTS

a. Except as otherwise provided herein, City shall have the right to install such equipment as may be necessary for the conduct of its business on 400 Penn Plaza; and at the expiration or termination of the Agreement City shall have the right to remove all of such equipment installed by City that is removable without damage to 400 Penn Plaza. Also, except as provided in this Agreement, City shall, upon written demand by FNT Ltd., at City's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by City pursuant to this Section.

b. City shall not make, suffer or permit to be made, any major additions, alterations or improvements on 400 Penn Plaza (including but not limited to, installing carpeting, air conditioning, painting, or attaching anything to the walls other than by plug-in) without first obtaining the written consent of FNT Ltd., which consent will not be unreasonably withheld.

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At the termination or expiration of this Agreement, all such permitted improvements shall become the sole property of FNT Ltd..

11. MECHANICS' LIENS

In the event that City makes any major alterations, additions or improvements, as provided for above, City shall not cause, suffer or permit any mechanic's, materialmen's, or other liens to be filed against 400 Penn Plaza, or any part thereof, nor against City's leasehold interest, by reason of work, labor, services, or materials supplied or claimed to have been supplied to City. In the event that such liens shall be recorded against the 400 Penn Plaza, City shall cause the same to be removed or, in the alternative, if it in good faith desires to contest the same, it shall be privileged to do so, but in such case City hereby agrees, to the maximum extent permitted by law, to indemnify and save FNT Ltd. harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure, cause the same to be discharged and removed prior to the execution of such judgment.

12. ACCESS AND INSPECTION

Upon giving reasonable notice to City, FNT Ltd. may enter 400 Penn Plaza during City's regular business hours and have free access to 400 Penn Plaza and improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to FNT Ltd. under the terms and provisions of this Agreement.

13. HOLDOVER

In the event City remains in possession of 400 Penn Plaza after the expiration or termination of this Agreement, the City shall be deemed a tenant at sufferance, and shall be required to pay to FNT Ltd. the fair market rental value of the 400 Penn Plaza on a monthly basis, and City's occupancy shall be governed in all other respects by the provisions hereof, except as to the duration of the Term.

14. CONDEMNATION

a. In the event that the 400 Penn Plaza or any portion thereof shall be condemned for public or quasi-public purpose, or shall be taken by any governmental authority in any manner whatsoever during the Term hereof, this Agreement shall terminate as of the effective date of such condemnation or taking, unless the Parties mutually agree that any remainder left after a partial condemnation or taking is still suitable for the purposes of this Agreement, in which case this Agreement may continue at the election of the Parties.

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11/14/24

In such event, City shall bear any necessary costs of relocating its equipment and placing the remaining 400 Penn Plaza in proper and usable condition.

b. In the event of total or partial condemnation or taking of the 400 Penn Plaza as aforesaid, all compensation awarded or paid upon a total or partial taking of the 400 Penn Plaza shall belong to FNT Ltd. and City shall have no right or cause of action against FNT Ltd.; provided, however that City shall be entitled to participate in any award to the extent that such award includes the loss, if any, sustained by City as a result of the termination of this Agreement or diminution of its leasehold estate and the value of any fixtures condemned or taken if such fixtures were installed by City and are located upon 400 Penn Plaza at the time of such condemnation or taking. FNT Ltd. reserves the right to proceed independently of City with any claim for compensation for damages to which FNT Ltd. may become entitled by reason of such total or partial condemnation or taking.

15. DAMAGE OR DESTRUCTION OF PREMISES

a. In the event 400 Penn Plaza is damaged or destroyed by fire, the elements, other perils or casualty not the fault of FNT Ltd. may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage, or terminate this Agreement by 30 days' written notice to the City. If FNT Ltd. elects to repair or rebuild, this Agreement shall remain in full force and effect, except that City's obligation to pay Rent shall be waived or reduced based upon the extent to which the damage and making of such repairs shall reasonably interfere with the activities carried on by City in 400 Penn Plaza, as determined by FNT Ltd. 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 City. In no event shall FNT Ltd. be liable to or for any costs incurred by City as a result of disruption of its activities by casualty under this Section.

b. In the event that FNT Ltd. elects to repair or rebuild 400 Penn Plaza under this Section, FNT Ltd. shall act promptly and with due diligence, but FNT Ltd. shall not be responsible for delays caused by factors beyond FNT's control, including but not limited to delays because of strikes, work slowdowns or stoppages, accidents, failure of any governmental or other authority to act in a timely manner, or delays caused by contractors. If such delays occur, City agrees that FNT Ltd. shall not be responsible for damages, nor shall FNT Ltd. be deemed to be in default under this Agreement.



16. **TERMINATION**

Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days' written notice in advance. Termination under this Section shall not terminate, prejudice or otherwise effect any right or obligation accruing hereunder prior to the termination.

17. **SURRENDER**

Upon expiration or termination of this Agreement, City shall quit and surrender 400 Penn Plaza to FNT Ltd. within 30 days of the expiration or notice of termination, in as clean and good order and condition as it was at the commencement of the Term, normal wear and tear excepted. Except as otherwise provided for herein, City shall remove all of its personal property and fixtures from 400 Penn Plaza prior to surrender and any such personal property or fixtures abandoned on or about the 400 Penn Plaza after surrender shall become irrevocably the property of FNT Ltd., but City shall be liable for any costs to FNT Ltd. of disposing of any of its property or fixtures left after surrender that FNT Ltd., in its discretion, does not elect to keep. City shall be further liable for any costs of repairs, restoration or cleaning of 400 Penn Plaza made necessary as a result of City's failure to maintain its obligations under this Section.

18. **INSURANCE**

a. City agrees to have and maintain the policies of insurance set forth in Exhibit A: Insurance, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. All policies, endorsements, certificates, and/or binders shall be subject to approval by FNT Ltd. as to form and content. These requirements are subject to amendment or waiver only if so, approved in writing by FNT Ltd. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

b. City's insurance obligations under this Agreement shall be:

- i. all insurance coverage and/or limits by or available to City; or
- ii. the minimum coverage requirements and/or limits set forth in Exhibit A, whichever is greater.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits set forth in Exhibit A, which are applicable to a given loss, shall be available to FNT Ltd.. No representation is made that the minimum insurance

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requirements set forth in Exhibit A are sufficient to cover the obligations of City pursuant to this Agreement. City's requirements under this Section shall be referred to herein as the "Insurance."

d. Maintenance of insurance coverage set forth in this Section during the entire Term, and any Renewal Term, is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of the existence or renewal of required insurance may be treated by FNT Ltd. as a material breach of this Agreement.

19. INDEMNIFICATION AND HOLD HARMLESS

a. FNT Ltd. shall not be liable to City or to City's employees, customers, visitors, or any other person for any injury or damage to person or property arising from any cause whatsoever which shall occur in any manner in or about the premises in connection with, or arising out of, City's operation and use of 400 Penn Plaza.

b. City agrees, to the fullest extent permitted by law, to accept responsibility for loss or damage to any person or property, and to release, defend at its own expense, indemnify, and hold harmless FNT Ltd., its board members, officials, officers, employees, agents, and volunteers, against any and all liability, actions, claims, losses, damages, disabilities, and expenses, that are asserted by any person or entity, to the extent arising out of any and all acts or omissions of City, or its officers, employees or agents, 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.

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

d. These indemnifications are independent of and shall not in any way be limited by the insurance requirements of this Agreement. Approval by FNT Ltd. of the insurance requirement by this Agreement shall not in any way relieve City from liability under this Section. FNT's right to indemnification hereunder shall survive termination, whether for cause or not, or expiration of this Agreement.

20. DEFAULT

City shall be in default of this Agreement, if at any time during the Term hereof, it shall:

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11/11/24

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

b. Fail in the observance of any covenants, agreements or obligations hereunder, other than the covenants to pay Rent, when such failure shall not have been cured within thirty (30) days after FNT Ltd. shall have given to City written notice specifying such default; provided, however, that if the failure complained of shall be of such nature that the same cannot be completely remedied or cured within such thirty (30) day period, then such failure shall not be an enforceable default against City for the purposes of this paragraph if City shall have commenced curing the failure within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the failure complained of; or

c. Finally, and without further possibility of appeal or review

- i. be adjudicated bankrupt or insolvent,
- ii. have a receiver or trustee appointed for all or substantially all of its business or assets, or
- iii. suffer an order to be entered approving a petition filed against City seeking reorganization of City under the Federal Bankruptcy laws or any other applicable law or statute of the United States or any state thereof; or

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

e. Leave 400 Penn Plaza vacant or deserted for a period of thirty (30) consecutive days and such lack of use shall continue for thirty (30) days after FNT Ltd. has given City written notice specifying the vacancy.

21. FNT'S REMEDIES ON DEFAULT

a. Upon default of this Agreement by City, FNT Ltd. may declare this Agreement, and all rights and interest created by it, to be terminated without further notice to City, whereupon City shall surrender 400 Penn Plaza as otherwise provided for herein. In the event that City shall fail

LEASE AGREEMENT

Page 9 of 14

ALS
11/4/24

or refuse to surrender 400 Penn Plaza, FNT Ltd. shall be entitled to regain possession thereof in the manner provided by the laws of the State of New Mexico in force at the time of the default. Termination hereunder shall not relieve City from any claim for damages accruing to FNT Ltd. under this Agreement or as a result of the default and FNT Ltd. shall be entitled to enforce the payment of such claim for damages by any remedy provided by law, whether or not stated herein. The FNT Ltd. may further sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

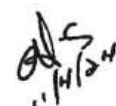
b. If City shall at any time be in default in fulfilling any of the covenants of this Agreement, FNT Ltd. may, but shall not be obligated to, take or cause to be taken such action or make such payment as may be required by such covenant, without notice to or demand upon City and at City's risk and expense. All expenses, costs and liabilities of the FNT Ltd. incurred, exclusive of attorneys' fees, hereunder shall be deemed additional Rent and shall be payable to FNT Ltd. on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

22. FORCE MAJEURE

Neither Party shall be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service, nor for any failure or delay caused by the negligence or omission of the FNT Ltd.. Either Party claiming force majeure hereunder must make every reasonable attempt to minimize delay of performance. In the event of a force majeure, the Party claiming force majeure shall notify the other Party thereof within 10 days of its occurrence. If such force majeure continues longer than 120 days, either Party may terminate the Agreement, as otherwise provided for herein.

23. NONDISCRIMINATION

City shall not discriminate against any otherwise qualified employee, applicant for employment, subcontractor, or other person, in connection with the performance of this Agreement, unless based on a bona fide occupational qualification or other statutory prohibition, because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or spousal affiliation. In the event of City's noncompliance with the provisions of this Section, this Agreement may be



canceled, terminated or suspended, in whole or in part, and City may be declared ineligible for further contracts with FNT Ltd..

24. **CHOICE OF LAW AND FORUM SELECTION**

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.

25. **NOTICES**

Notices and other communications under this Agreement must be in writing and are effective upon the sooner to occur of (i) the business day actually received (or if such date is not a business day, on the next business day thereafter), (ii) on the next business day after placing such written notice or communication with a reputable overnight delivery service for overnight (next morning) delivery, or (iii) on the third (3rd) business day following the date on which such written notice or communication was deposited with the United States Postal Service with postage prepaid and marked as certified or registered mail, return receipt requested, so long as, in each case, such written notice or communication was addressed to the Party to whom it was intended at such Party's address set forth herein or to such other address as that Party may from time to time provide in a writing pursuant to this Subsection to the other Party:

CITY OF ROSWELL
Attn: Chad Cole
City Manager
P.O. 1838, Roswell, NM 88202-1838

FNT Ltd.
Attn: Connie Harrell-Stone
Property Manager
400 N. Penn Ave., Suite 1350
Roswell, NM 88201

26. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

27. **ENTIRE AGREEMENT, MODIFICATION**

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.

28. **SEVERABILITY**

[Handwritten signature]
11/14/14

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.

29. NON-WAIVER.

The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

30. RIGHTS CUMULATIVE

All rights, options, and remedies of FNT Ltd. contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and FNT Ltd. shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

31. BINDING EFFECT

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

32. NO ASSIGNMENT

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

33. AUTHORITY

The individual signing below warrants and represents that he or she is duly authorized to execute this Agreement on behalf of City.

34. HEADINGS.

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

35. NO ADDITIONAL REPRESENTATIONS

- a. City expressly acknowledges that in entering into this Agreement, it does not rely on any statement, representation, or warranty other than those expressly set out in this Agreement.

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- b. City expressly acknowledges that it has been advised to seek its 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.

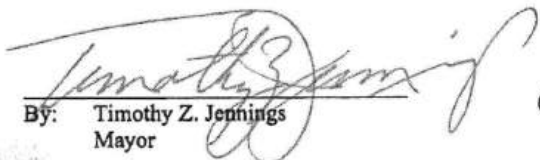
[SIGNATURES FOLLOW ON NEXT PAGE]


11/14/14

IN WITNESS WHEREOF, City and FNT Ltd. have caused this Agreement to be executed by their duly authorized officers on this 4 day of November 2024, the Effective Date hereof.

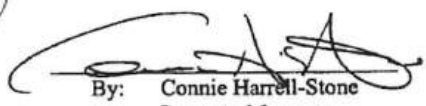
"City"

CITY OF ROSWELL


By: Timothy Z. Jennings
Mayor

"FNT Ltd."

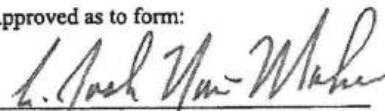
First National Tower, Ltd.


By: Connie Harrell-Stone
Property Manager




Amalia Martinez, City Clerk

Approved as to form:


Christopher J. Nairn-Mahan,
Deputy City Attorney

Handwritten initials "CS" and the date "11/14/24".

EXHIBIT A: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

a. City shall procure and maintain for the duration of the contract the following minimum insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease of 400 Penn Plaza by City, its agents, representatives, employees or subcontractors (check all that apply):

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

☐ II. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if City 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's 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 maintains broader coverage and/or higher limits than the minimums shown above, FNT Ltd. requires and shall be entitled to the broader coverage and/or higher limits maintained by City.

2. ADDITIONAL INSURED STATUS

Handwritten: J.S.
11/4/14

The City, its council members, officials, officers, employees, agents, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of the lease of 400 Penn Plaza by City, including materials, parts or equipment furnished in connection with the lease. General Liability coverage can be provided in the form of an endorsement to City's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, or CG 20 38; and CG 20 37 form is later revisions used).

3. PRIMARY COVERAGE

For any claims related to this Agreement, City's insurance coverage 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's insurance and shall not contribute to it.

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

City hereby grants to FNT Ltd. a waiver of any right to subrogation which any of City's insurers may acquire against the City by virtue of the payment of any loss under such insurance. City 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 from the insurer.

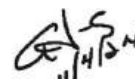
6. SELF INSURED RETENTIONS

Self-insured retentions must be declared to and approved by FNT Ltd. may require City to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses within the retention.

7. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to conduct business in the State of New Mexico with a 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:

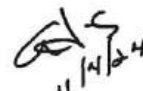
- i. The Retroactive Date must be shown, and must be before the Effective Date of this Agreement or the beginning of occupancy hereunder.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the occupancy.
- iii. If coverage is canceled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

9. VERIFICATION OF COVERAGE

City shall furnish FNT Ltd. 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 FNT Ltd. before the occupancy commences. Failure to obtain the required documents prior to occupancy, however, shall not waive City's obligations to provide them. FNT Ltd. 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

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


11/14/24



CITY OF ROSWELL, NEW MEXICO
LEGAL DEPARTMENT
PO Box 1838, Roswell, NM 88202
(575) 624-6700

Contact: Hessel Yntema
Telephone Number: (575) 637-6220
Email Address: h.yntema@roswell-nm.gov

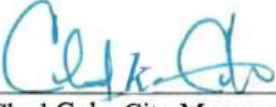
LEASE AGREEMENT-WELLS FARGO VAULT

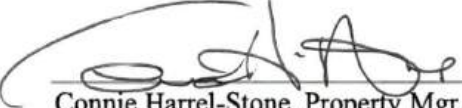
Agreement Renewal No: Extension
Agreement Term: Jan. 25, 2024 – Jan. 24, 2025
Renewal Term: Sept. 4, 2025 – Sept. 30, 2025
Facility Leaseor: FNT Ltd.
Attn: Connie Harrell-Stone
Property Manager
400 N. Penn Ave. Ste. 1350
Roswell, NM 88201

Extension-Lease Agreement Wells Fargo Vault

This Agreement Renewal is to be attached to the respective Name Agreement and become a part thereof. The existing agreement initially commenced on January 25, 2024 and set to expire on January 24, 2025. In accordance with the Agreement provisions and by mutual agreement of all parties, the Parties desire to extend this Agreement for an additional term of one (1) month until September 30, 2025, All provisions of the Agreement shall remain in full force and effect, including previous amendments which shall remain unchanged by this Agreement Renewal.

IN WITNESS WHEREOF, the Parties have caused this Agreement Renewal to be executed by their duly authorized officers on this ____ day of ____, 2025, the Effective Date hereof.


Chad Cole, City Manager
8/29/25
Date


Connie Harrell-Stone, Property Mgr.
9/29/25
Date

City Seal

Approved as to form:

Attest:

Amalia Martinez, City Clerk
Date


Hessel Yntema, City Attorney
5-29-25
Date

First Amendment to Lease Agreement
By and between
City of Roswell, New Mexico (Lessee)
And
First National Tower, Ltd. (Landlord)

WHEREAS, Landlord and Lessee entered into that certain Lease Agreement dated on October 25, 2024 concerning the premises located at 400 N. Pennsylvania Ave. Ste. 1350, Roswell, NM 88201 (the Premises);

WHEREAS, the City has been the appreciative benefactor of the philanthropy of First National Tower, Ltd. partners who graciously permitted the City of Roswell the use of said premises at a concessionary rental rate while the community recovers from the October 2024 flood that destroyed our museum and other city properties.

WHEREAS, the parties now desire to amend the Original Lease to confirm that all terms and conditions of the Original Lease shall remain in full force and effect until October 1, 2025; and further acknowledge and agree that the period from September 4, 2025, through September 30, 2025, shall be deemed included within the scope of the Original Lease and governed by its terms.

WHEREAS, the parties further desire to amend the Original Lease to reflect a change in the rent amount effective October 1, 2025

NOW, THEREFORE, it is hereby mutually agreed that the subject Lease Agreement shall be amended as follows:

2. Rent

Lessee, in consideration for this Amendment and the leasing of the leased premises, agrees to pay Landlord at the Office of Landlord, 400 N. Pennsylvania Avenue, Ste. 1350, Roswell, NM Operating Costs in the amount of Ten Thousand Eight Hundred Ninety-Seven (\$10,897.00) per month.

4. TERM

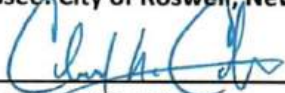
The Term of this Amendment shall be and continue in full force and effect for a period of one (1) month, commencing on October 1, 2025 and ending October 31, 2025. Lessee shall have the right to two (2) Consecutive Options to renew Amended Term on a month-to-month basis, not to exceed a final termination date of December 31, 2025. Lessee shall give Landlord a minimum of 14 days prior written notice of its election to exercise said option.

All other Terms and Conditions of overlying Lease Agreement shall remain in full force and effect throughout said amended and extended terms.

[Signatures to follow on next page]

Accepted and agreed to this 29th day of September, 2025 by its duly authorized officers:

Lessee: City of Roswell, New Mexico

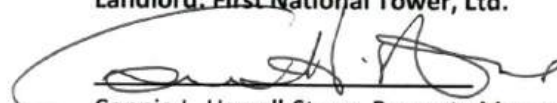

Chad Cole, City Manager



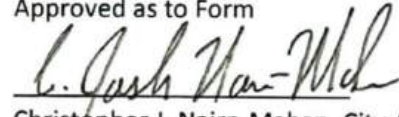
Attest:

 9-29-25
Amalia Martinez, City Clerk

Landlord: First National Tower, Ltd.


Connie L. Harrell-Stone, Property Manager

Approved as to Form


Christopher J. Nairn-Mahan, City Attorney



CITY OF ROSWELL, NEW MEXICO
 LEGAL DEPARTMENT
 PO Box 1838, Roswell, NM 88202
 (575) 624-6700

Contact: Hessel Yntema
 Telephone Number: (575) 637-6220
 Email Address: h.yntema@roswell-nm.gov

1st Amendment to Lease Agreement-Extension

Agreement Renewal No: Extension
 Agreement Term: Oct. 1, 2025 – Oct. 31, 2025
 Renewal Term: Jan. 1, 2026 – March 31, 2026
 Facility Leasor: FNT, Ltd.
 Attn: Connie Harrell-Stone
 400 N. Penn Ave. Ste. 1350
 Roswell, NM 88201

Extension-1st Amendment to Lease

This Lease Extension is to be attached to the respective 1st Amendment to Lease Agreement and become a part thereof. The existing agreement initially commenced on October 1, 2025 and set to expire on October 31, 2025. The Term provided the Agreement may be extended TWO (2) additional one (1) month periods which have been utilized. In accordance with the Agreement provisions being met and by mutual agreement, the Parties desire to extend this Agreement until March 31, 2026. All provisions of the 1st Amendment to Lease Agreement shall remain in full force and effect, including previous amendments which shall remain unchanged by this Agreement Renewal.

IN WITNESS WHEREOF, the Parties have caused this Agreement Renewal to be executed by their duly authorized officers on this 9 day of Dec., 2025, the Effective Date hereof.

Chad Cole, City Manager

12/8/2025

Date

Connie Harrell-Stone, Property Manager Date



Attest:

Amalia Martinez, City Clerk

12/9/25
 Date

Approved as to form:

Christopher J. Nairn-Mahan, City Attorney Date

Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of AerSale, Inc. to enter into a 10-year lease beginning October 1st, 2025, and ending September 30, 2035, for Hangar No. 85 at the Roswell Air Center. (Bobbi Thompson)

BACKGROUND:

Initiated by: Bobbi Thompson

AerSale, Inc requests to enter into a 10-year lease for Hangar No. 85, consisting of 101,223 square feet, more or less, located at the Roswell Air Center, commencing on October 1, 2025, and ending September 30, 2035.

FINANCIAL CONSIDERATION:

Tenant agrees to pay the Landlord as rent the sum of two hundred forty-three thousand nine hundred forty-seven dollars and forty-three cents (\$243,947.43) payable in 12 monthly installments of \$20,328.95, for Hangar No. 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:

Staff recommends to proceed as presented.

Attachments

Aersale, Inc 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 AerSale, Inc., a Florida corporation organized and existing under and by virtue of the laws of the State of Florida ("Lessee"). The City and Lessee are collectively referred to herein as "The Parties."

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

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

The address of the Leased Premises is commonly known as 703 East Challenger, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used as an operating MRO facility. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on October 1st, 2025, for 10 years and shall terminate on September 30th, 2035 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 Lease Period 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

Lessee agrees to pay the City as rent the sum of Two hundred forty-three thousand nine hundred forty-seven dollars and forty-three cents (\$243,947.43), payable in 12 monthly installments of \$20,328.95. Thereafter, the rent will be adjusted annually by CPI or 3% or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. city Average). Whichever is greater. (Excluding land) Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payments of rent.

For the land north of Hangar No.85, Tenant agrees to pay Landlord as rent, the sum of Sixteen thousand dollars and zero cents (\$16,000.00), payable in 12 monthly installments of \$1,333.33.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

4.01 SECURITY DEPOSIT. Lessee will pay the amount of \$40,000.00 as a security deposit as security for Lessee's full and faithful performance of all terms of this Lease. This amount shall be used by City at the termination of this Lease toward a. payment for rent or penalties due City, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Leased Premises and c. the cost of removal of any hazardous material not properly disposed of by Lessee. City shall be the sole and reasonable judge of all cleaning and repairs required for the Leased Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to City. Any refund of the security deposit due Lessee will be delivered or mailed within 60 days after the termination of this Lease.

ARTICLE 5 – CONDITION OF LEASED PREMISES

Lessee has inspected the Leased Premises and accepts Leased Premises in its present condition "as is". 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: operating an MRO facility. No other uses shall be permitted.

6.02 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 mechanical components of any improvements maintained or constructed on the Leased Premises, including without limitation the 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. The City will be responsible for maintaining the structural components, foundation, and roof of the premises. The City will also be responsible for the Transportation Safety Agency (TSA) locks that are installed on the Leased Premises. Lessee will maintain the improvements in a condition of safe occupancy during the term of this Lease to a non-lesser standard than the current condition. City will not be under any obligation to operate or maintain the Leased Premises during the Lease Period.

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

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

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

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

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

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

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

d. The foregoing indemnity shall survive the expiration or earlier termination of this Lease and will not be affected in any way by the amount of or the absence in any case of covering insurance or the failure or refusal of any insurance carrier to perform any

obligation on its part under insurance policies affecting the Leased Premises. In addition, Lessee shall be responsible for any environmental cost associated with negligence or willful acts or omission by Lessee, and notifications to appropriate regulatory agencies arising there from.

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by City in recovering said rent amount, City shall have a first and prior lien on any and all improvements and fixtures, 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 MRO facility. 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 – TERMINATION OPTION

This lease may be terminated by the either party by giving 180 day written notice. Such termination shall constitute a relinquishment of all rights and interests in the Leased Premises as of the effective date of termination.

ARTICLE 12 – ASSIGNMENT

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

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

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

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

A. General Liability Insurance

Lessee shall carry and maintain, at Lessee's cost and expense, a policy of commercial general liability insurance 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

Landlord will provide fire and extended coverage to the Premises during the term of the lease. Tenant agrees to reimburse Landlord for the amount of insurance premium based up pro-rated per square foot cost attributable to the Premises as determined and billed by Landlord. Tenant understands that fire and extended coverage does not cover the property of Tenant or any property on the premises that does not belong to the Landlord.

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

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

a. No person may:

- i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
- ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
- iii. Use, allow to be used, or cause to be used, any airport-issued or airport-approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.

b. Security Badges

i. Airport ID Badge

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

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

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.

a. 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.

b. 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.

c. Tenant shall use the Leased Premises solely for the purpose of operating an MRO facility together with such other related uses as shall be reasonable incidental thereto, and for no other purposes, and it shall not use the Leased Premises for any purpose prohibited by the laws of the United States and the State of New Mexico. Tenant shall be bound by the Roswell city Code (Tenant to be provided location where current city code may be accessed by Landlord) or as may be amended from time to time and all applicable policies and procedures of the Roswell International Air Center (RIAC).

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

i. Environmental claims.

ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.

iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

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

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

ARTICLE 19 – DEFAULT AND CANCELLATION

Upon Lessee's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee one hundred eighty (180) days' notice of the default by registered mail. If Lessee has not cured the default to City's satisfaction within said one hundred eighty (180) day period, then the City may enforce the lease cancellation. In the event of any litigation arising out of or related to this Lease, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees, court costs, and other litigation-related expenses actually incurred, as determined by a court of competent jurisdiction. In the event of a breach of the terms of this Lease by either Party, the non-breaching Party also shall have all remedies available at law or equity.

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

In the event the Leased Premises are damaged by fire or other perils, City may, in its sole and absolute discretion, repair or rebuild the same within a reasonable time after the event causing such damage. City shall in its sole discretion have the option to: (1) to repair, reconstruct or restore the Leased Premises within a reasonable time of the event causing the damage, in which case this Lease shall continue in full force and effect, but the rent shall be proportionately reduced as provided above during the period of such repair, reconstruction or restoration, or (2) to give notice to Lessee at any time within sixty (60)

days after such damage occurs, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving to Lessee such notice of termination, this Lease shall terminate and all interests of Lessee in the Leased Premises shall cease on the date so specified in such notice and Lessee shall pay the rent, as proportionately reduced, based upon the extent, if any, to which such damage interfered with the business carried on by Lessee in the Leased Premises, up to the date of such termination. If the damage is due to the fault or neglect of Lessee or its employees, as determined by City in its sole discretion, there shall be no reduction of rent.

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

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

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

ARTICLE 22 – SCOPE OF AGREEMENT

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

ARTICLE 23– AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

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

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26– BANKRUPTCY

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

ARTICLE 27 -- HOLDOVER

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

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

AerSale, Inc.
9850 NW 41st Street, Suite 400
Doral, FL, 33178
ATTN: Legal Department

ARTICLE 29 – RULES OF CONSTRUCTION

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

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

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

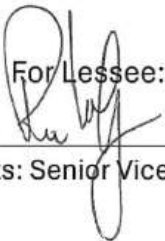
ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

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

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

For City:

By: _____
Timothy Z. Jennings, Mayor

For Lessee: AerSale, Inc
By:  _____
Its: Senior Vice President

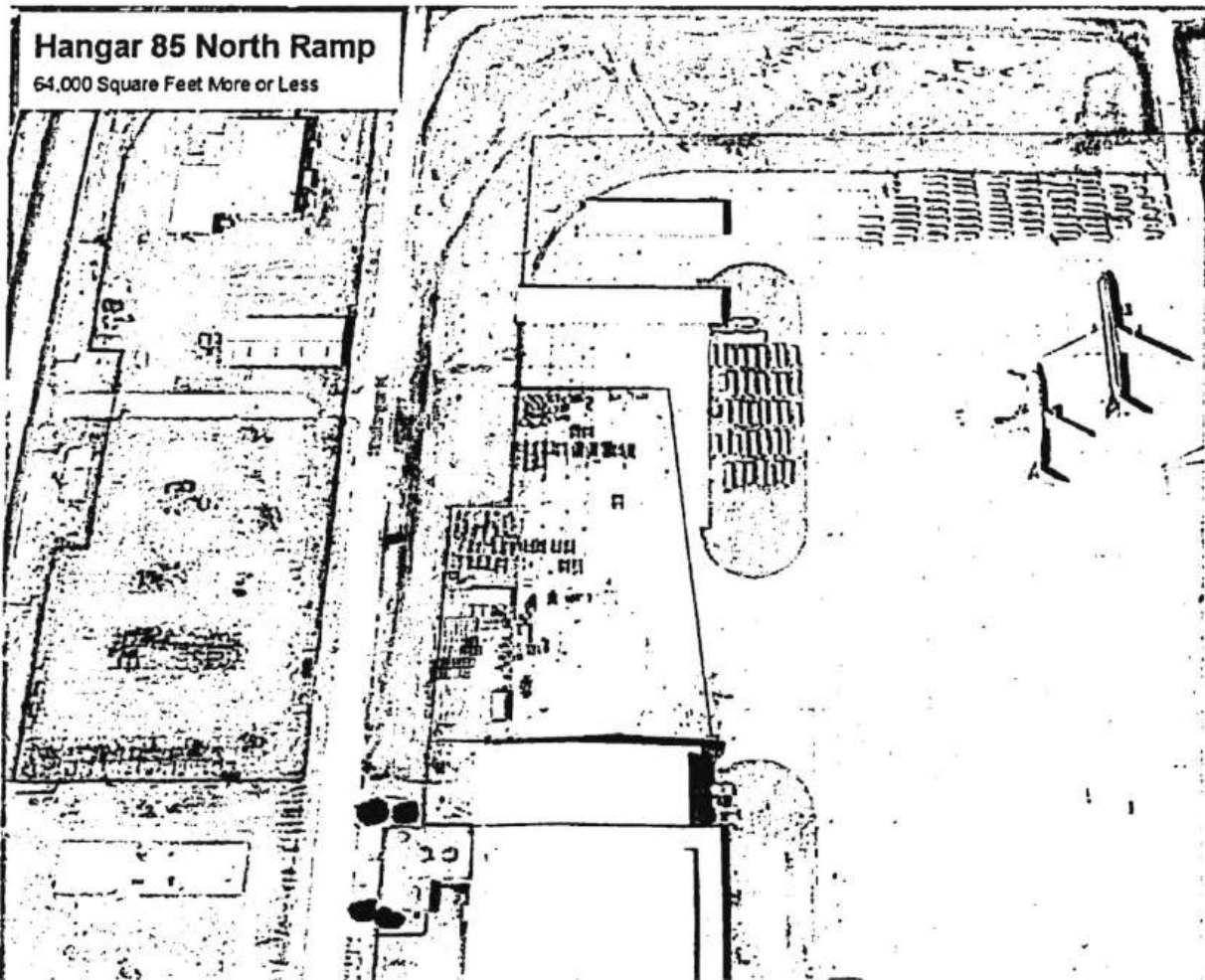
By: _____
Hessel Yntema, City Attorney

City Seal

Attest:

Amalia Martinez, City Clerk

EXHIBIT "A"



Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of the City of Roswell Police Department to enter into a 5-year lease beginning March 1, 2026, ending February 28, 2031, for Building No. 500 at the Roswell Air Center. (Bobbi Thompson)

BACKGROUND:

Initiated by Bobbi Thompson

The City of Roswell Police Department requests to enter into a 5-year lease for Building 500, consisting of 23,000 square feet and adjacent area of land consisting of 5 acres more or less, located at the Roswell Air Center, commencing on March 1, 2026, and ending February 28, 2031.

FINANCIAL CONSIDERATION:

Tenant agrees to pay Landlord as rent the sum of three hundred sixty-eight thousand dollars and zero cents (\$368,000.00) payable in 12 monthly installments of \$30,666.67.

LEGAL REVIEW:

City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

City of Roswell Police Department lease

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

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

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Building No. 500, consisting of 23,000 square feet, more or less, and adjacent area of land consisting of 5 acres more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

The address of the Leased Premises is commonly known as 47 Gail Harris Avenue, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for storing ammunition, explosives, and paperwork. As further set forth in Article 5, the Leased Premises are being leased "AS IS," including the environmental condition of the land, and City has made no representations or warranties of any kind or nature with regard to the existing or ongoing condition of the Leased Premises or its fitness or suitability for any particular use.

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

ARTICLE 2 – TERM

2.01 Lessee shall commence leasing of the Leased Premises effective on March 1, 2026, for 5 years and shall terminate on February 28, 2031, collectively known as the "Lease

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

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of Three Hundred Sixty-Eight thousand dollars and Zero cents (\$368,000.00), payable in 12 monthly installments of \$30,666.67. Thereafter, the rent will be adjusted annually by 3 % or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. city Average), whichever is greater. Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

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

ARTICLE 5 – CONDITION OF LEASED PREMISES

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

as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

6.01 PERMITTED USE. Lessee shall use the Leased Premises for the sole and exclusive purpose of all related operations and activities required for the normal operations of the Roswell Police Department mission. No other uses shall be permitted.

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

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessor will maintain the facility as required at a maintenance fee of \$80,000.00 per year. Including without limitation the 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. Lessor will maintain the improvements in a condition of safe occupancy during the term of this Lease to a standard as the current condition. City is additionally responsible for all structural items, including foundation, roof, and exterior walls.

b. Further, the Lessor 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.

c. 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.

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

a. Without limiting the foregoing, if Lessee or its agents, employees, invitees, or contractors should in any manner, leak, discharge, spill or release hazardous materials, including but not limited to fuel, oil, petroleum products, cleaning solvents, degreasers,

deicing chemicals, or other fluids upon the Leased Premises, Lessee and its agents, or contractors shall be strictly liable to City, jointly legally and financially responsible and will incur direct liability pursuant to all applicable environmental laws.

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

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

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

ARTICLE 7 – UTILITY AND OTHER CHARGES

In addition to all rent payable by the Lessee under Article 3, above, during the term hereof, Lessee shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Lessee upon the Leased Premises, and insurance, of whatsoever kind or nature, incident to or arising out of the conduct of Lessee's business. Failure to have an appropriate current license or permit for

Lessee's conduct of business shall be a breach of this Lease. Lessee will promptly pay all utilities and other charges used on the Leased Premises, including electric, gas, water, garbage, sewage, telephone, internet, all maintenance and operating costs and other services which may be incurred in connection with Lessee's use of the Leased Premises, and save harmless City therefrom. The City is not responsible for any payments that may be associated with any demolition or construction of any improvements or infrastructure.

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

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

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

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

10.03 Ownership Of Improvements, Improvement Removal And Reclamation Before relinquishment or termination of this Lease without re-lease to Lessee, or upon City's cancellation of this Lease as provided herein, City may either declare title to the improvements without payment or compensation to the Lessee or City may order the removal of such improvements. City may declare title to certain improvements and may order the removal other improvements. City will inventory the improvements and provide notice to the Lessee of its intent to declare title to the improvements or its order to remove

the improvements one (1) year before relinquishment or termination of the Lease. If City determines certain improvements must be removed, Lessee shall remove those improvements and shall restore the Leased Premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of Lease cancellation or termination, Lessee shall remove improvements and restore the Leased Premises as herein provided only at such time, in such manner and under such conditions as City may in writing demand. So long as improvements are maintained to the standards contained in paragraph 6.02 above, City shall not order the removal of those improvements. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the Leased Premises. This paragraph shall survive termination of this Lease. The foregoing rights of City shall be cumulative to City's right to cancel this Lease as herein provided.

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

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

ARTICLE 11 – RELINQUISHMENT

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

ARTICLE 12 – ASSIGNMENT

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

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

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

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

governmental agency having responsibility for enforcing compliance with environmental or other laws.

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

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

A. General Liability Insurance

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

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

B. Property Coverage

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

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

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

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

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

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

Air Center Manager

1 Jerry Smith Circle
Roswell, New Mexico 88203

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

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

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

No person may:

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

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

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

b. Security Badges

i. Airport ID Badge

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

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

1. All badged personnel have an affirmative duty to maintain a secure Airport. Airport tenants are responsible for ensuring that their employees, suppliers, contractors, subcontractors, and all other businesses and entities

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

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

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

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

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

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

h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State, and local regulations, laws, and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminate the leased

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

I. Environmental claims.

ii. Environmental expenses, including, without limitation, the handling, investigation, treatment, storage, decontamination, remediation, removal, transport or disposal of such hazardous materials.

iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.

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

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

ARTICLE 19 – DEFAULT AND CANCELLATION

Upon Lessee's violation of any of the terms, conditions, or covenants contained herein, including the failure to pay the rent when due, City may cancel this Lease after providing Lessee thirty (30) days' notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of City's intention to cancel the Lease and no proof of receipt of such notice shall be necessary in order for City to enforce the lease cancellation thirty (30) days after the mailing of the notice if Lessee has not cured the default to City's satisfaction within said thirty (30) day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions or covenants of this Lease, Lessee shall pay the costs incurred by City in litigating the default, including reasonable attorney fees. In the event of a breach of the

terms of this Lease by the Lessee, the City also shall have all remedies available at law or equity.

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

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

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

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

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

ARTICLE 22 – SCOPE OF AGREEMENT

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

ARTICLE 23 – AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

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

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26 – BANKRUPTCY

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

ARTICLE 27 -- HOLDOVER

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

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

15

City of Roswell Police Department

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

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

ARTICLE 29 – RULES OF CONSTRUCTION

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

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

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

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

[SIGNATURES TO FOLLOW]

16
City of Roswell Police Department

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

For City

By: Timothy Z. Jennings, Mayor

By: Hessel Yntema, City Attorney

For Lessee:

By: Lance Bateman, Chief of Police

Attest:

Amalia Martinez, City Clerk

EXHIBIT A PREMISES



EXHIBIT C: INSURANCE

1. MINIMUM SCOPE OF INSURANCE

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

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

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

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

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

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

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

2. ADDITIONAL INSURED STATUS

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

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

3. PRIMARY COVERAGE

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

4. NOTICE OF CANCELLATION

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

5. WAIVER OF SUBROGATION

City of Roswell Police Department hereby grants to the City a waiver of any rights to subrogation which any of City of Roswell Police Department insurers may acquire against the City by virtue of the payment of any loss under such insurance. City of Roswell Police Department agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the city has received a waiver of subrogation endorsement for the insurer.

6. SELF INSURED RETENTIONS

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

7. ACCEPTABILITY OF INSURERS

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

8. CLAIMS MADE POLICIES

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

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

9. VERIFICATION OF COVERAGE

City of Roswell Police Department shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. Failure to obtain the required documents prior to

commencement of the Work, however, shall not waive City of Roswell Police Department obligations to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this specification at any time.

10. SPECIAL RISKS OR CIRCUMSTANCES

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

Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Ordinance 26-XX: consider recommendation to City Council approval to advertise and hold a public hearing on proposed Ordinance 26-XX: An Ordinance Amending Chapter 13 Fire Prevention. (Jared Olive)

BACKGROUND:

Initiated by: Jared Olive

New 2024 code adoption and amendments updated to reflect current standards. Necessary for ISO and State requirements.

FINANCIAL CONSIDERATION:

New Ordinance increases revenue.

LEGAL REVIEW:

City Attorney has reviewed this item.

BOARD AND COMMITTEE ACTION:

Public Safety referred to Legal Committee, (5-0), at their meeting on December 16, 2025.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

Ordinance 26-xx
Ch 13 redlines
Current ch 13
proposed ch 13 clean

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WHEREAS, the City of Roswell (the “City”) desires to adopt the proposed amendments for Ch.13 of the Roswell City Code.

WHEREAS, the addition of new regulations on the installation, conduct, or operation of fire protection features in the form of a certificate of fitness shall be implemented; and

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

Chapter 13 Fire Prevention and Protection
ARTICLE I. IN GENERAL

The governing body of the City of Roswell does ordain as follows: the City of Roswell Fire Department, in the State of New Mexico as the authority having jurisdiction in regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided ; providing for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions and terms of said Fire Code on file are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Deputy fire marshals and other officials may be appointed to serve under the direction of the fire marshal and shall be considered part of the Fire Prevention Bureau.

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-3 Limits.

(a) Application of the adopted codes shall be limited to within the City of Roswell's jurisdictional boundaries and any other areas where an MOU with the State Fire Marshal has been established. The specific geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

1. The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited are: all residential districts.

2. The limits referred to in Section 5706.2.4.4 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.

3. The limits referred to in Sections 5806.2 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.

4. The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Secs 13-4—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. INTERNATIONAL FIRE CODE

Sec. 13-6. 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.

(b) A copy of the 2024 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.

(c) No person shall violate any of the provisions of the 2024 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in division 2 section 13-9 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in Section 15-12 of the Roswell City Code.

(Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-7. Amendments to 2024 edition of International Fire Code.

(a) The following are changes to certain provisions of the 2024 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2024 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:

(1) Section 101.1 of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."

(2) Section 102.7 of the IFC is amended to read as follows:

102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:

1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.

2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.

3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.

4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.

5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.

6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.

7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.

(3) Section 105.3.7 of the IFC is amended to read as follows:

105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.

(4) Section 105.5.34 of the IFC is amended to read as follows:

1 105.5.34 Mobile food preparation vehicles. An operational permit is required for mobile food
2 preparation vehicles.

3 (5) Section 112 of the IFC is amended to read as follows:

4 112.1. Means of appeals. In order to hear and decide appeals of orders, decisions or determinations
5 made by the fire code official relative to the application and interpretation of this code, there shall
6 be and is hereby created a board of appeals. The board of appeals shall be appointed by the
7 applicable governing authority and shall hold office at its pleasure. The fire code official shall be
8 an ex officio member of said board but shall not have a vote on any matter before the board. The
9 board shall adopt rules of procedure for conducting its business and shall render all decisions and
10 findings in writing to the appellant with a duplicate copy to the fire code official.

11 112.2 Limitations on authority.

12 An application for appeal shall be based on a claim that the true intent of this code or the rules
13 legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not
14 fully apply or an equivalent or better form of construction is proposed. The board shall not have
15 authority to waive requirements of this code or interpret the administration of this code.

16 111.3 Qualifications.

17 The board of appeals shall consist of members who are qualified by experience and training to
18 pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection
19 systems, and are not employees of the jurisdiction.

20 (6) Section 202 of the IFC is amended to include the following definition:

21 APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling
22 units. For the purposes of this code, privately owned condominiums are not apartment houses.

23 (7) Section 307.2 of the IFC is amended to read as follows:

24 307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting
25 any open burning or any kindling of a recreational fire or a bonfire.

26 (8) Section 506.1 of the IFC is amended to read as follows:

27 506.1 Where required. Properties, other than one- or two-family dwellings, that are protected by a
28 fire alarm system or an automatic fire sprinkler system shall have a key box installed in an
29 approved location. Where access to or within a structure or an area is restricted because of secured
30 openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire
31 code official is authorized to require a key box to be installed in an approved location. The key
32 box shall be of an approved type and shall contain keys to gain necessary access as required by the
33 fire code official.

34 (9) Section 506.2 of the IFC is amended to read as follows:

35 506.2 Key box maintenance. Updated equipment shall be provided for every facility, building or
36 portion of a building hereafter constructed or moved into required to have an approved key box by
37 section 506.1. The operator of the building shall immediately notify the fire code official and

1 provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in
2 the key box.

3 (10) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to
4 read as follows:

5 Standpipe Systems, Classes of. Standpipe classes are as follows:

6 Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by
7 fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe
8 systems are not permitted in the City of Roswell.

9 (11) Section 903.2 is amended by the deletion of the exception.

10 (12) Section 903.2.11.5 of the IFC is deleted in its entirety.

11 (13) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published
12 remaining unchanged:

13 905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where
14 the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level
15 of the fire department vehicle access, or where the floor level of the lowest story is located more
16 than 30 feet (9144 mm) below the highest level of fire department vehicle access.

17 (14) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

18 7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections
19 shall be located on each side of any stage, on each side of the rear of the auditorium, on each side
20 of the balcony, and on each tier of dressing rooms.

21 (15) Sections 905.5 through 905.7 of the IFC, inclusive, are deleted in their respective entireties.

22 (16) Section 912.3 of the IFC is amended to read as follows:

23 912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090
24 inches by 8 threads per inch.

25 (17) Table 1004.1.2 of the IFC is amended to read as follows:

26 The floor area for assembly occupancies with fixed seats shall be determined based on Section
27 1004.4.

28 (18) Section 1010.1.4.8 of the IFC is amended to read as follows:

29 1010.1.4.8 Access-controlled egress doors. When approved by the fire code official, the entrance
30 doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2
31 and entrance doors to tenant spaces in occupancies in Groups a, B, E, I-2, M, R-1 and R-2 are
32 permitted to be equipped with an approved entrance and egress access control system which shall
33 be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as
34 published)

(19) Section 1010.1.9.7 is amended to read as follows:

1010.1.9.7 Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(20) Section 1010.3 is amended to read as follows:

1010.3 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(21) 1103.5.3 is amended to insert the date by which a sprinkler system must be installed

Within two years of written notice.

(22) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(23) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-8. International Fire Code Appendices.

(a) The following appendices to the 2024 International Fire Code are hereby adopted, by reference, with the listed amendments:

(1) Appendix B—Fire-Flow Requirements for Buildings.

(2) Appendix C—Fire Hydrant Locations and Distribution.

(3) Appendix D—Fire Apparatus Access Roads.

(4) Appendix N—Indoor Trade Shows and Exhibitions

(b) Appendix D to the 2024 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

DIVISION 2. NATIONAL FIRE PROTECTION ASSOCIATION

Secs. 13-9 NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

1. NFPA 101—Life Safety Code
2. NFPA 10—Standard for portable fire extinguishers.
3. NFPA 13—Standard for the Installation of Sprinkler Systems.
4. NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.
5. NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.
6. NFPA 17A—Standard for Wet Chemical Extinguishing Systems
7. NFPA 30—Flammable and Combustible Liquids Code
8. NFPA 20—Installation of Stationary Pumps.
9. NFPA 24—Private Fire Service Mains.
10. NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
11. NFPA 58—Liquefied Petroleum Gas Code

1 12. NFPA 72—National Fire Alarm Code.

2 13. NFPA 96—Standard for Ventilation Control and Fire Protection of Commercial Cooking
3 Operations

4 14. NFPA 110—Standard for Emergency and Standby Power Systems

5 15. NFPA 111—Standard on Stored Electrical Energy Emergency and Standby Power Systems

6 16. NFPA 241—Standard for Safeguarding Construction, Alteration, and Demolition Operations

7 17. NFPA 407—Standard for Aircraft Fuel Servicing

8 18. NFPA 409—Standard on Aircraft Hangars.

9 19. NFPA 855—Standard for the Installation of Stationary Energy Storage Systems

10 20. NFPA 1123—Code for Fireworks Display.

11 21. NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and
12 Pyrotechnic Articles.

13 22. NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.

14 (b) The 2024 International Fire Code, as adopted in Section 13-6 above, makes reference to
15 specific sections of certain NFPA codes and standards that may be earlier editions of those
16 adopted by subsection (2) above. When there is found to be any conflicting requirement between
17 such editions of NFPA standards or codes, the requirement of the section listed in the 2024
18 International Fire code, or whichever is deemed more appropriate by the fire code official shall
19 apply.

20 (c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal,
21 and shall be available for inspection during the normal and regular business hours of the fire
22 marshal.

23 (Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1,
24 11-12-2015)

25 Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to
26 read as herein set out.

27 **Secs. 13-10—13-17. Reserved.**

28 **ARTICLE III. INTERFERENCE WITH FIRE CONTROLS AND FIRE LANES**

29 **Sec. 13-18. Interference with fire controls.**

30 It shall be unlawful for any person to commit interfering with fire controls, consisting of:

31 (1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or

(2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-19. Fire lanes.

(a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.

(b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.

(c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

1 The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to
2 be sold for approval before the fireworks are offered for retail sale. The list shall indicate the
3 description of each article as prescribed in NMSA 1978, § 60-2C-2.

4 (Ord. No. 15-14, § 8, 11-12-2015)

5 Sec. 13-23. Questionable fireworks.

6 When it appears to the fire code official that an article of fireworks on an applicant's list or in a
7 permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and Section 13-24 of
8 this Code, the applicant or permit holder may request that the fire code official submit samples of
9 the questionable article to an independent laboratory acceptable to the code official for a
10 determination of the description or content of the article. Any expense occurred by such
11 examination shall be the responsibility of the applicant or permit holder.

12 (Ord. No. 15-14, § 8, 11-12-2015)

13 Sec. 13-24. Permitted fireworks.

14 Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible
15 devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and
16 stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use,
17 possess, or sell at retail any fireworks except permissible fireworks.

18 Exceptions:

19 (1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.

20 (2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.

21 (3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA
22 1124.

23 (Ord. No. 15-14, § 8, 11-12-2015)

24 Sec. 13-25. Regulated activities.

25 The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-
26 2C-8.

27 (Ord. No. 15-14, § 8, 11-12-2015)

28 ARTICLE V. CERTIFICATE OF FITNESS

29 Sec. 13-26. General.

30 Where required by the fire code official, no person shall conduct a regulated operation, install,
31 inspect, maintain, service, tag or repair fire protection equipment or systems unless he or she has
32 first obtained a certificate of fitness from the City of Roswell Fire Prevention Bureau in
33 compliance with these rules. Any person holding a certificate of fitness shall have a copy of it
34 available in all service vehicles and offices for review if requested during inspection by the fire

code official. Certificates of fitness are not transferable to other parties, are not effective in any other jurisdiction, and do not waive the requirements of the State of New Mexico issued certificate of fitness program or be used in lieu of.

a) The purpose of this action is to assure a minimum level of qualification prior to any installation, inspection, maintenance, and repair of fire protection equipment; promote fire prevention and awareness; and to not discourage business owners from implementing fire protection equipment due to poor experiences with equipment services or installations.

b) Types of certificates. The fire marshal may issue certificates of fitness for installation, inspection, maintenance, repair, recharging or tagging, or involvement in the following disciplines:

1. Automatic fire suppression systems and fire pumps

2. Automatic chemical extinguishing systems

3. Fire detection and alarms

4. Fire extinguishers

5. Fire and smoke dampers

6. Underground fire lines

7. Commercial kitchen hood cleaning and inspection

8. Fire watch or site safety coordinator

Sec. 13-27. Application and fees.

(a) Applications must be completed and submitted to the Fire Prevention Bureau as instructed on the fire marshal's developed procedures.

(b) There shall be a fee of \$50.00 paid to the city for any certificate of fitness application required by the fire code official.

(c) Renewals made necessary due to change of applicant or status will be done at one half the original amount.

(d) Renewals due to revocation will be charged the same as the original fee but may incur additional requirements of training.

Sec. 13-28. Expiration and revocation of certificate.

(a) Expiration. A certificate of fitness automatically expires at the conclusion of the time period for which it was issued.

(b) Revocation. The fire marshal or his designee may revoke a certificate if:

(1) any of the required licenses or qualifications of the applicant expire, are canceled or are

1 revoked;

2 (2) during an inspection, the fire marshal or AHJ finds a substantial violation of these rules

3 or applicable codes for a discipline for which the certificate has been issued;

4 (3) the applicant made false statements or misrepresentations of material fact in the

5 application or documentation submitted with the application; or

6 (4) the certificate was issued in error or in violation of an applicable statute or these rules

7 (5) the applicant or his designee failed to conduct themselves in a professional manor during an
8 inspection.

9 (6) Three or more counts of failed inspections

10 **ARTICLE VI. PERMIT/INSPECTION FEES**

11 **Sec. 13-27. Permit/Inspection fees.**

12 (a) There shall be a fee of \$100.00 paid to the city for any operational or construction permit
13 required by the fire code official in accordance with the International Fire Code. Additional fees
14 will be applied to certain construction permits as outlined in Table 13-19(a). Any work
15 commenced prior to issuance of a required permit as described in Section 107.4 will be subject to
16 double the original amount.

17 **Exceptions:**

18 (1) There shall be no fee charged for open burning.

19 (2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid
20 to the city only once per calendar year per applicant for a given sales location.

21 (b) There shall be no fees required for annual inspections, permit inspections or new business
22 inspections of any business within the first or second visit. Where it is found that any or all
23 violations have not been corrected on the second visit, there shall be a fee of \$100.00 paid to the
24 city for a third visit as a reinspection fee. Any inspections resulting from a complaint, or
25 investigation may be subject to the reinspection fee as required by the fire code official. Additional
26 fees will be applied to subsequent inspections and/or court citations issued.

27 **Table 13-19(a)**

28 * Fire alarm devices include alarm panel, transmitting device, initiating device, and notification
29 device.

30 (Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

1
2
3
4 SECTION 2. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby
5 repealed to the extent of such inconsistency. This repealer shall not be construed to revive any
6 ordinance or part of any ordinance heretofore repealed.
7

8 SECTION 3. If any section, paragraph, clause or provisions of this ordinance for any reason shall
9 be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph,
10 clause or provision shall not affect any other part of this ordinance.
11

12 SECTION 4. This ordinance shall be effective after five (5) days following its publication as
13 required by law.
14

15 PASSED, ADOPTED, SIGNED and APPROVED _____, _____.
16

17 CITY SEAL
18
19
20

21 _____
22 Timothy Z. Jennings, Mayor
23

24 ATTEST
25
26

27 _____
28 Amalia Martinez, City Clerk
29

30 Underscoring indicates addition to existing Code section.
31 ~~Strike through~~ indicates delete of an existing Code section.
32

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

~~Sec. 13-1. Interference with fire controls.~~

~~It shall be unlawful for any person to commit interfering with fire controls, consisting of:~~

- ~~(1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or~~
- ~~(2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.~~

~~(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)~~

~~State law reference(s) False fire alarms, NMSA 1978, § 30-7-21.~~

Sec. 13-1. Provisions.

The governing body of the City of Roswell does ordain as follows: The City of Roswell Fire Department, in the State of New Mexico is the authority having jurisdiction in regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Sec. 13-22. Fire Marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Deputy fire marshals and other officials may be appointed to serve under the direction of the fire marshal and shall be considered part of the Fire Prevention Bureau.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-33 Limits.

(a) Application of the adopted codes shall be limited to within the City of Roswell's jurisdictional boundaries and any other areas where an MOU with the State Fire Marshal has been established. The specific geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

1. The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited are: all residential districts.
2. The limits referred to in Section 5706.2.4.4 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.

-
3. The limits referred to in Sections 5806.2 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.
 4. The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Secs 13-4—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. ~~GENERALLY~~INTERNATIONAL FIRE CODE

Sec. 13-6. ~~NFPA codes adopted by reference.~~

- (a) ~~There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:~~
- (1) ~~NFPA 10—Standard for portable fire extinguishers.~~
 - (2) ~~NFPA 13—Standard for the Installation of Sprinkler Systems.~~
 - (3) ~~NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.~~
 - (4) ~~NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.~~
 - (5) ~~NFPA 20—Installation of Stationary Pumps.~~
 - (6) ~~NFPA 24—Private Fire Service Mains.~~
 - (7) ~~NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.~~
 - (8) ~~NFPA 72—National Fire Alarm Code.~~
 - (9) ~~NFPA 409—Standard on Aircraft Hangars.~~
 - (10) ~~NFPA 1123—Code for Fireworks Display.~~
 - (11) ~~NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.~~
 - (12) ~~NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.~~
- (b) ~~The 2015 International Fire Code, as adopted in section 13-11 below, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2015 International Fire code shall apply.~~
- (c) ~~A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.~~

~~(Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)~~

~~Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.~~

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.~~
- ~~(b) A copy of the 2024 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.~~
- ~~(c) No person shall violate any of the provisions of the 2024 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in division 2 section 13-9 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in Section 15-12 of the Roswell City Code.~~

~~(Ord. No. 15-14, § 2, 11-12-2015)~~

~~Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.~~

Sec. 13-7. Amendments to 2024 edition of International Fire Code.

- ~~(a) The following are changes to certain provisions of the 2024 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2024 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:
 - ~~(1) Section 101.1 of the IFC is amended to read as follows:
101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."~~
 - ~~(2) Section 102.7 of the IFC is amended to read as follows:
102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:
 - ~~1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.~~
 - ~~2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.~~
 - ~~3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.~~
 - ~~4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.~~
 - ~~5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.~~
 - ~~6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.~~~~~~

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7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.

(3) Section 105.3.7 of the IFC is amended to read as follows:

105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.

(4) Section 105.5.34 of the IFC is amended to read as follows:

105.5.34 Mobile food preparation vehicles. An operational permit is required for mobile food preparation vehicles.

(5) Section 112 of the IFC is amended to read as follows:

112.1. Means of appeals. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.

(6) Section 202 of the IFC is amended to include the following definition:

APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.

(7) Section 307.2 of the IFC is amended to read as follows:

307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.

(8) Section 506.1 of the IFC is amended to read as follows:

506.1 Where required. Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.

(9) Section 506.2 of the IFC is amended to read as follows:

506.2 Key box maintenance. Updated equipment shall be provided for every facility, building or portion of a building whether existing, hereafter constructed or moved into required to have an approved key box by section 506.1. The operator of the building shall immediately notify the fire code official and provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

(10) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:

Standpipe Systems, Classes of. Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

(11) Section 903.2 is amended by the deletion of the exception.

(12) Section 903.2.11.5 of the IFC is deleted in its entirety.

(13) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

(14) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

(15) Sections 905.5 through 905.7 of the IFC, inclusive, are deleted in their respective entirety.

(16) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

(17) Table 1004.5 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.6.

(18) Section 1010.10 of the IFC is amended to read as follows:

1010.2.10 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups A, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(19) Section 1010.2.12 is amended to read as follows:

1010.2.12. Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(20) Section 1010.5 is amended to read as follows:

1010.5 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(21) 1103.5.3 is amended to insert the date by which a sprinkler system must be installed

Within two years of written notice.

(22) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(23) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

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(Supp. No. 16)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-8. International Fire Code Appendices.

(a) The following appendices to the 2024 International Fire Code are hereby adopted, by reference, with the listed amendments:

- (1) Appendix B—Fire-Flow Requirements for Buildings.
- (2) Appendix C—Fire Hydrant Locations and Distribution.
- (3) Appendix D—Fire Apparatus Access Roads.
- (4) Appendix N—Indoor Trade Shows and Exhibitions

(b) Appendix D to the 2024 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

DIVISION 2. NATIONAL FIRE PROTECTION ASSOCIATION

Secs. 13-~~97~~ NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

1. NFPA 101—Life Safety Code
2. NFPA 10—Standard for portable fire extinguishers.
3. NFPA 13—Standard for the Installation of Sprinkler Systems.
4. NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.

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5. NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.
 6. NFPA 17A—Standard for Wet Chemical Extinguishing Systems
 7. NFPA 20—Installation of Stationary Pumps.
 8. NFPA 24—Private Fire Service Mains.
 9. NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
 10. NFPA 30—Flammable and Combustible Liquids Code
 11. NFPA 58—Liquefied Petroleum Gas Code
 12. NFPA 72—National Fire Alarm Code.
 13. NFPA 96—Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
 14. NFPA 110—Standard for Emergency and Standby Power Systems
 15. NFPA 111—Standard on Stored Electrical Energy Emergency and Standby Power Systems
 16. NFPA 241—Standard for Safeguarding Construction, Alteration, and Demolition Operations
 17. NFPA 407—Standard for Aircraft Fuel Servicing
 18. NFPA 409—Standard on Aircraft Hangars.
 19. NFPA 855—Standard for the Installation of Stationary Energy Storage Systems
 20. NFPA 1123—Code for Fireworks Display.
 21. NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.
 22. NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.
- (b) The 2024 International Fire Code, as adopted in Section 13-6 above, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2024 International Fire code, or whichever is deemed more appropriate by the fire code official shall apply.
- (c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.
- (Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)
- Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.
- ~~—13-10. Reserved.~~**

~~DIVISION 2. INTERNATIONAL FIRE CODE~~

~~Sec. 13-11. International Fire Code adopted by reference.~~

~~(a) — There is hereby adopted by reference the 2015 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.~~

~~(b) — A copy of the 2015 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.~~

~~(c) — No person shall violate any of the provisions of the 2015 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in subsection (a) of section 13-6 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in section 15-12 of the Roswell City Code.~~

~~(Ord. No. 15-14, § 2, 11-12-2015)~~

~~Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.~~

~~Sec. 13-12. Limits.~~

~~(a) — The geographic limits referred to in certain sections of the 2015 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:~~

~~(1) — The limits referred to in Sections 5504.3.1.1 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.~~

~~(2) — The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.~~

~~(3) — The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.~~

~~(4) — The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.~~

~~(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)~~

~~State law reference(s) — Adoption by reference, NMSA 1978, § 3-17-6.~~

Sec. 13-13. Amendments to current edition of International Fire Code.

(a) — ~~The following are changes to certain provisions of the 2015 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2015 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:~~

(1) — ~~Section 101.1 of the IFC is amended to read as follows:~~

~~101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."~~

(2) — ~~Section 102.7 of the IFC is amended to read as follows:~~

~~102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:~~

~~1. — Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.~~

~~2. — Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.~~

~~3. — Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.~~

~~4. — Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.~~

~~5. — Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.~~

~~6. — Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.~~

~~7. — Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.~~

(3) — ~~Section 105.3.7 of the IFC is amended to read as follows:~~

~~105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.~~

~~(4) — Section 105.6.15 of the IFC is deleted in its entirety.~~

~~(5) — Section 108.1 of the IFC is amended to read as follows:~~

~~108.1. Appeal of department decisions. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.~~

~~(6) — Section 202 of the IFC is amended to include the following definition:~~

~~APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.~~

~~(7) — Section 307.2 of the IFC is amended to read as follows:~~

~~307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.~~

~~(8) — Section 506.1 of the IFC is amended to read as follows:~~

~~506.1 Where required. Properties, other than one or two family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.~~

~~(9) — The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:~~

~~Standpipe Systems, Classes of. Standpipe classes are as follows:~~

~~Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.~~

~~(10) — Section 903.2 is amended by the deletion of the exception.~~

~~(11) — Section 903.2.11.5 of the IFC is deleted in its entirety.~~

~~(12) — Section 904.12 of the IFC is amended to read as follows:~~

~~904.12 Commercial cooking systems. Commercial cooking systems, including those that use domestic cooking appliances, that produce grease vapors and are required to have a Type I hood, shall be provided with an approved chemical fire extinguishing system. Pre-engineered automatic wet or dry chemical extinguishment systems shall be tested in accordance with the UL 300 standard and listed and labeled for the intended application. Dry chemical systems shall be installed in accordance with NFPA 17 and wet chemical systems shall be installed in accordance with NFPA 17A.~~

~~(13) — Section 904.12.3 of the IFC shall be amended by adding the following at the end thereof to read as follows:~~

~~904.12.3 Extent of system coverage. The automatic chemical fire extinguishing systems for commercial cooking systems shall be installed to include cooking surfaces, deep fryers, griddles, char broilers, range tops, and grills. Protection shall also be provided for the enclosed plenum space within the hood above filters and exhaust ducts serving the hood.~~

~~(14) — Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:~~

~~905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.~~

~~(15) — Section 905.3.4 shall be amended to read as follows:~~

~~905.3.4 Stages. Stages greater than 1,000 square feet in area (93m²) shall be equipped with a Class I wet standpipe system with 2.5-inch (64mm) hose connections on each side of the stage. (The exception is deleted.)~~

~~(16) — Section 905.3.4.1 of the IFC is deleted in its entirety.~~

~~(17) — Section 905.4 shall be amended to include a new subsection 7, to read as follows:~~

~~7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.~~

~~(18) Sections 905.5 through 905.6.2 of the IFC, inclusive, are deleted in their respective entireties.~~

~~(19) The exception to Section 907.2.11.5 is amended to read as follows:~~

~~907.2.11.5 Responsibility for installation and maintenance. Installation and maintenance of single and multiple station smoke alarms in Group R occupancies shall be the responsibility of the property owner. At least once per year, or each time a dwelling is leased or rented, the owner shall ensure that smoke alarms are correctly installed, working and have fresh batteries.~~

~~Exceptions:~~

~~1. When that responsibility is delegated by contract to a property manager, it shall be the property manager's responsibility.~~

~~2. The occupant of a rental or leased dwelling shall be responsible for monthly testing of smoke alarms.~~

~~(20) Section 912.3 of the IFC is amended to read as follows:~~

~~912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.~~

~~(21) Table 1004.1.2 of the IFC is amended to read as follows:~~

~~The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.4.~~

~~(22) Section 1010.1.4.8 of the IFC is amended to read as follows:~~

~~1010.1.4.8 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups a, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)~~

~~(23) Section 1010.1.9.7 is amended to read as follows:~~

~~1010.1.9.7 Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)~~

~~(24) — Section 1010.3 is amended to read as follows:~~

~~1010.3 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)~~

~~(25) — Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.~~

~~(26) — Section 5706.2.5 is amended to read as follows:~~

~~5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.~~

~~(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)~~

~~Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.~~

~~Sec. 13-14. International Fire Code Appendices.~~

~~(a) — The following appendices to the 2015 International Fire Code are hereby adopted, by reference, with the listed amendments:~~

~~(1) — Appendix B—Fire Flow Requirements for Buildings.~~

~~(2) — Appendix C—Fire Hydrant Locations and Distribution.~~

~~(3) — Appendix D—Fire Apparatus Access Roads.~~

~~(b) — Appendix D to the 2015 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:~~

~~(1) — Section D104.1 is amended to read as follows:~~

~~D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.~~

~~(2) — The exception to Section D104.2 is amended to read as follows:~~

~~Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.~~

~~(3) — Section D105.1 is amended to read as follows:~~

~~D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.~~

~~(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)~~

Secs. 13-~~105~~—13-~~167~~. Reserved.

**ARTICLE III. ADDITIONAL REQUIREMENTS ~~FIRE LANES AND PERMIT~~
~~FEES~~**

Sec. 13-17 fire alarm system special requirements.

- (1) All buildings or structures required to have a fire alarm system must be equipped with an exterior horn strobe notification device on the front of the building or structure as required by the fire code official.
- (2) Any new building or structure requiring a fire alarm system shall have corridor/area smoke detection for the purpose of rapid response as required by the fire code official. Smoke detection may omit the need for exit coverage of manual alarms when permitted by the fire code official.
- (3) All required fire alarm systems must be addressable regardless of size of building.
- (4) Required Sprinkler systems shall be equipped with a full fire alarm system as required by the fire code official.
- (5) Sprinkler systems shall not be a substitute for automatic smoke detection.

Sec. 13-18. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

- (1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or
- (2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-1~~9~~8. Fire lanes.

- (a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.
- (b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.
- (c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

Sec. 13-19. Permit fees.

(a) ~~There shall be a fee of \$50.00 paid to the city for any operational permit required by the fire code official in accordance with the International Fire Code, Sections 105.6.1 through 105.6.46.~~

~~Exceptions:~~

- ~~(1) There shall be no fee charged for open burning.~~
- ~~(2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.~~

Table 13-15(b)

Type of System	Permit Fee	IFC Section
Automatic fire sprinkler, 15 or fewer sprinklers	\$100.00	105.7.1
Automatic fire sprinkler, 16 to 50 sprinklers	175.00	105.7.1
Automatic fire sprinkler, more than 51 to 100 sprinklers	225.00	105.7.1
Automatic fire sprinkler, more than 100 sprinklers	300.00	105.7.1
Automatic chemical extinguishing system	100.00	105.7.1
Fire alarm, 10 or fewer devices*	100.00	105.7.5
Fire alarm, 11 to 30 devices*	150.00	105.7.5
Fire alarm, more than 30 devices*	200.00	105.7.5
Fire pump	100.00	105.7.6
Standpipe	100.00	105.7.13
Underground piping	100.00	105.7.1

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

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(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and [Section 13-24](#) of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

- (1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.
- (2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.
- (3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

ARTICLE V. CERTIFICATE OF FITNESS

Sec. 13-26. General.

Where required by the fire code official, no person shall conduct a regulated operation, install, inspect, maintain, service, tag or repair fire protection equipment or systems unless he or she has first obtained a certificate of fitness from the City of Roswell Fire Prevention Bureau in compliance with these rules. Any person holding a certificate of fitness shall have a copy of it available in all service vehicles and offices for review if requested during inspection by the fire code official. Certificates of fitness are not transferable to other parties, are not effective in any other jurisdiction, and shall not waive the requirements of the State of New Mexico issued certificate of fitness program required.

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- a) The purpose of this action is to assure a minimum level of qualification prior to any installation, inspection, maintenance, and repair of fire protection equipment; promote fire prevention and awareness; and to not discourage business owners from implementing fire protection equipment due to poor experiences with equipment services or installations.
 - b) Types of certificates. The fire marshal may issue certificates of fitness for installation, inspection, maintenance, repair, recharging or tagging, or involvement in the following disciplines:
 - 1. Automatic fire suppression systems and fire pumps
 - 2. Automatic chemical extinguishing systems
 - 3. Fire detection and alarms
 - 4. Fire extinguishers
 - 5. Fire and smoke dampers
 - 6. Underground fire lines
 - 7. Commercial kitchen hood cleaning and inspection
 - 8. Fire watch or site safety coordinator

Sec. 13-27. Application and fees.

- (a) Applications must be completed and submitted to the Fire Prevention Bureau as instructed by the fire marshal's developed procedures.
- (b) There shall be a fee of \$50.00 paid to the city for any certificate of fitness application required by the fire code official.
- (c) Renewals made necessary due to change of applicant or status will be done at one half the original amount.
- (d) Renewals due to revocation will be charged the same as the original fee but may incur additional requirements of training.

Sec. 13-28. Expiration and revocation of certificate.

- (a) Expiration. A certificate of fitness automatically expires at the conclusion of the time period for which it was issued.
- (b) Revocation. The fire marshal or his designee may revoke a certificate if:
 - (1) any of the required licenses or qualifications of the applicant expire, are canceled or are revoked;
 - (2) during an inspection, the fire marshal or AHJ finds a substantial violation of these rules or applicable codes for a discipline for which the certificate has been issued;
 - (3) the applicant made false statements or misrepresentations of material fact in the application or documentation submitted with the application; or
 - (4) the certificate was issued in error or in violation of an applicable statute or these rules
 - (5) the applicant or his designee failed to conduct themselves in a professional manor during an inspection.
 - (6) Three or more counts of failed inspections

ARTICLE VI. PERMIT/INSPECTION FEES

Sec. 13-27. Permit/Inspection fees.

(a) There shall be a fee of \$100.00 paid to the city for any operational or construction permit required by the fire code official in accordance with the International Fire Code. Additional fees will be applied to certain construction permits as outlined in Table 13-19(a). Any work commenced prior to issuance of a required permit as described in Section 107.4 will be subject to double the original amount.

Exceptions:

- (1) There shall be no fee charged for open burning.
- (2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.
- (b) There shall be no fees required for annual inspections, permit inspections or new business inspections of any business within the first or second visit. Where it is found that any or all violations have not been corrected on the second visit, there shall be a fee of \$100.00 paid to the city for a third visit as a reinspection fee. Any inspections resulting from a complaint, or investigation may be subject to the reinspection fee as required by the fire code official. Additional fees will be applied to subsequent inspections and/or court citations issued.

Table 13-19(a)

<u>Type of System</u>	<u>Permit Fee</u>	<u>IFC Section</u>
<u>Automatic fire sprinkler, 15 or fewer sprinklers</u>	<u>\$100.00</u>	<u>105.7.1</u>
<u>Automatic fire sprinkler, 16 to 50 sprinklers</u>	<u>175.00</u>	<u>105.7.1</u>
<u>Automatic fire sprinkler, more than 51 to 100 sprinklers</u>	<u>225.00</u>	<u>105.7.1</u>
<u>Automatic fire sprinkler, more than 100 sprinklers</u>	<u>300.00</u>	<u>105.7.1</u>
<u>Automatic chemical extinguishing system, per unit</u>	<u>100.00</u>	<u>105.7.1</u>
<u>Fire alarm, 10 or fewer devices*</u>	<u>100.00</u>	<u>105.7.5</u>
<u>Fire alarm, 11 to 30 devices*</u>	<u>150.00</u>	<u>105.7.5</u>
<u>Fire alarm, more than 30 devices*</u>	<u>200.00</u>	<u>105.7.5</u>
<u>Fire pump, per unit</u>	<u>100.00</u>	<u>105.7.6</u>

<u>Standpipe, per unit</u>	<u>100.00</u>	<u>105.7.13</u>
<u>Underground piping, per tie in of city main</u>	<u>100.00</u>	<u>105.7.1</u>

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.
(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 13-1. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

- (1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or
- (2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-2. Fire marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Assistant fire marshals may be appointed to serve under the direction of the fire marshal.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-3—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. GENERALLY

Sec. 13-6. NFPA codes adopted by reference.

- (a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:
 - (1) NFPA 10—Standard for portable fire extinguishers.
 - (2) NFPA 13—Standard for the Installation of Sprinkler Systems.
 - (3) NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.
 - (4) NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.

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- (5) NFPA 20—Installation of Stationary Pumps.
 - (6) NFPA 24—Private Fire Service Mains.
 - (7) NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
 - (8) NFPA 72—National Fire Alarm Code.
 - (9) NFPA 409—Standard on Aircraft Hangars.
 - (10) NFPA 1123—Code for Fireworks Display.
 - (11) NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.
 - (12) NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.
- (b) The 2015 International Fire Code, as adopted in section 13-11 below, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2015 International Fire code shall apply.
- (c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.
- (Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)
- Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.

Secs. 13-7—13-10. Reserved.

DIVISION 2. INTERNATIONAL FIRE CODE

Sec. 13-11. International Fire Code adopted by reference.

- (a) There is hereby adopted by reference the 2015 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.
 - (b) A copy of the 2015 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.
 - (c) No person shall violate any of the provisions of the 2015 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in subsection (a) of section 13-6 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in section 15-12 of the Roswell City Code.
- (Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-12. Limits.

- (a) The geographic limits referred to in certain sections of the 2015 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:
- (1) The limits referred to in Sections 5504.3.1.1 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.
 - (2) The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.
 - (3) The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.
 - (4) The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Sec. 13-13. Amendments to current edition of International Fire Code.

- (a) The following are changes to certain provisions of the 2015 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2015 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:
- (1) Section 101.1 of the IFC is amended to read as follows:
101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."
 - (2) Section 102.7 of the IFC is amended to read as follows:
102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:
 1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.
 2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.
 3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.
 4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.
 5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.
 6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.

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7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.
- (3) Section 105.3.7 of the IFC is amended to read as follows:
- 105.3.7 Information on the Permit.** The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.
- (4) Section 105.6.15 of the IFC is deleted in its entirety.
- (5) Section 108.1 of the IFC is amended to read as follows:
- 108.1. Appeal of department decisions.** When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.
- (6) Section 202 of the IFC is amended to include the following definition:
- APARTMENT HOUSE.** Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.
- (7) Section 307.2 of the IFC is amended to read as follows:
- 307.2 Permit Required.** A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.
- (8) Section 506.1 of the IFC is amended to read as follows:
- 506.1 Where required.** Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.
- (9) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:

Standpipe Systems, Classes of. Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

- (10) Section 903.2 is amended by the deletion of the exception.
- (11) Section 903.2.11.5 of the IFC is deleted in its entirety.
- (12) Section 904.12 of the IFC is amended to read as follows:
- 904.12 Commercial cooking systems.** Commercial cooking systems, including those that use domestic cooking appliances, that produce grease vapors and are required to have a Type I hood, shall be provided with an approved chemical fire extinguishing system. Pre-engineered automatic wet- or dry-chemical extinguishment systems shall be tested in accordance with the UL 300 standard and listed

and labeled for the intended application. Dry-chemical systems shall be installed in accordance with NFPA 17 and wet chemical systems shall be installed in accordance with NFPA 17A.

- (13) Section 904.12.3 of the IFC shall be amended by adding the following at the end thereof to read as follows:

904.12.3 Extent of system coverage. The automatic chemical fire extinguishing systems for commercial cooking systems shall be installed to include cooking surfaces, deep fryers, griddles, char broilers, range tops, and grills. Protection shall also be provided for the enclosed plenum space within the hood above filters and exhaust ducts serving the hood.

- (14) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

- (15) Section 905.3.4 shall be amended to read as follows:

905.3.4 Stages. Stages greater than 1,000 square feet in area (93m²) shall be equipped with a Class I wet standpipe system with 2.5-inch (64mm) hose connections on each side of the stage. (The exception is deleted.)

- (16) Section 905.3.4.1 of the IFC is deleted in its entirety.

- (17) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

- (18) Sections 905.5 through 905.6.2 of the IFC, inclusive, are deleted in their respective entireties.

- (19) The exception to Section 907.2.11.5 is amended to read as follows:

907.2.11.5 Responsibility for installation and maintenance. Installation and maintenance of single-and multiple-station smoke alarms in Group R occupancies shall be the responsibility of the property owner. At least once per year, or each time a dwelling is leased or rented, the owner shall ensure that smoke alarms are correctly installed, working and have fresh batteries.

Exceptions:

1. When that responsibility is delegated by contract to a property manager, it shall be the property manager's responsibility.
2. The occupant of a rental or leased dwelling shall be responsible for monthly testing of smoke alarms.

- (20) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

- (21) Table 1004.1.2 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.4.

- (22) Section 1010.1.4.8 of the IFC is amended to read as follows:

1010.1.4.8 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups a, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(23) Section 1010.1.9.7 is amended to read as follows:

1010.1.9.7 Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(24) Section 1010.3 is amended to read as follows:

1010.3 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(25) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(26) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-14. International Fire Code Appendices.

(a) The following appendices to the 2015 International Fire Code are hereby adopted, by reference, with the listed amendments:

- (1) Appendix B—Fire-Flow Requirements for Buildings.
- (2) Appendix C—Fire Hydrant Locations and Distribution.
- (3) Appendix D—Fire Apparatus Access Roads.

(b) Appendix D to the 2015 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

- (3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

Secs. 13-15—13-17. Reserved.

ARTICLE III. FIRE LANES AND PERMIT FEES

Sec. 13-18. Fire lanes.

- (a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.
- (b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.
- (c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

Sec. 13-19. Permit fees.

- (a) There shall be a fee of \$50.00 paid to the city for any operational permit required by the fire code official in accordance with the International Fire Code, Sections 105.6.1 through 105.6.46.

Exceptions:

- (1) There shall be no fee charged for open burning.
- (2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.

Table 13-15(b)

Type of System	Permit Fee	IFC Section
Automatic fire sprinkler, 15 or fewer sprinklers	\$100.00	105.7.1
Automatic fire sprinkler, 16 to 50 sprinklers	175.00	105.7.1
Automatic fire sprinkler, more than 51 to 100 sprinklers	225.00	105.7.1
Automatic fire sprinkler, more than 100 sprinklers	300.00	105.7.1
Automatic chemical extinguishing system	100.00	105.7.1
Fire alarm, 10 or fewer devices*	100.00	105.7.5
Fire alarm, 11 to 30 devices*	150.00	105.7.5
Fire alarm, more than 30 devices*	200.00	105.7.5
Fire pump	100.00	105.7.6
Standpipe	100.00	105.7.13
Underground piping	100.00	105.7.1

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

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Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and section 13-24 of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

- (1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.
- (2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.
- (3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 13-1. Provisions.

The governing body of the City of Roswell does ordain as follows: The City of Roswell Fire Department, in the State of New Mexico is the authority having jurisdiction in regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Sec. 13-2. Fire Marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Deputy fire marshals and other officials may be appointed to serve under the direction of the fire marshal and shall be considered part of the Fire Prevention Bureau.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-3 Limits.

(a) Application of the adopted codes shall be limited to within the City of Roswell's jurisdictional boundaries and any other areas where an MOU with the State Fire Marshal has been established. The specific geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

1. The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited are: all residential districts.
2. The limits referred to in Section 5706.2.4.4 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.
3. The limits referred to in Sections 5806.2 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.
4. The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Secs 13-4—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. INTERNATIONAL FIRE CODE

Sec. 13-6. 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.
- (b) A copy of the 2024 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.
- (c) No person shall violate any of the provisions of the 2024 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in division 2 section 13-9 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in Section 15-12 of the Roswell City Code.

(Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-7. Amendments to 2024 edition of International Fire Code.

- (a) The following are changes to certain provisions of the 2024 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2024 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:
 - (1) Section 101.1 of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."
 - (2) Section 102.7 of the IFC is amended to read as follows:

102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:

 - 1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.
 - 2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.
 - 3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.
 - 4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.
 - 5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.

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6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.
7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.
- (3) Section 105.3.7 of the IFC is amended to read as follows:
- 105.3.7 Information on the Permit.** The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.
- (4) Section 105.5.34 of the IFC is amended to read as follows:
- 105.5.34 Mobile food preparation vehicles.** An operational permit is required for mobile food preparation vehicles.
- (5) Section 112 of the IFC is amended to read as follows:
- 112.1. Means of appeals.** When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.
- (6) Section 202 of the IFC is amended to include the following definition:
- APARTMENT HOUSE.** Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.
- (7) Section 307.2 of the IFC is amended to read as follows:
- 307.2 Permit Required.** A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.
- (8) Section 506.1 of the IFC is amended to read as follows:
- 506.1 Where required.** Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.
- (9) Section 506.2 of the IFC is amended to read as follows:
- 506.2 Key box maintenance.** Updated equipment shall be provided for every facility, building or portion of a building whether existing, hereafter constructed or moved into required to have an approved key box by section 506.1. The operator of the building shall immediately notify the *fire code official* and provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.
- (10) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:
- Standpipe Systems, Classes of.** Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

- (11) Section 903.2 is amended by the deletion of the exception.
- (12) Section 903.2.11.5 of the IFC is deleted in its entirety.
- (13) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
- (14) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.
- (15) Sections 905.5 through 905.7 of the IFC, inclusive, are deleted in their respective entireties.
- (16) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.
- (17) Table 1004.5 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.6.
- (18) Section 1010.10 of the IFC is amended to read as follows:

1010.2.10 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups A, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)
- (19) Section 1010.2.12 is amended to read as follows:

1010.2.12. Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)
- (20) Section 1010.5 is amended to read as follows:

1010.5 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)
- (21) 1103.5.3 is amended to insert the date by which a sprinkler system must be installed
Within two years of written notice.
- (22) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(23) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-8. International Fire Code Appendices.

(a) The following appendices to the 2024 International Fire Code are hereby adopted, by reference, with the listed amendments:

- (1) Appendix B—Fire-Flow Requirements for Buildings.
- (2) Appendix C—Fire Hydrant Locations and Distribution.
- (3) Appendix D—Fire Apparatus Access Roads.
- (4) Appendix N—Indoor Trade Shows and Exhibitions

(b) Appendix D to the 2024 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m²) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

DIVISION 2. NATIONAL FIRE PROTECTION ASSOCIATION

Secs. 13-9 NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

1. NFPA 101—Life Safety Code
2. NFPA 10—Standard for portable fire extinguishers.

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3. NFPA 13—Standard for the Installation of Sprinkler Systems.
 4. NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.
 5. NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.
 6. NFPA 17A—Standard for Wet Chemical Extinguishing Systems
 7. NFPA 20—Installation of Stationary Pumps.
 8. NFPA 24—Private Fire Service Mains.
 9. NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
 10. NFPA 30—Flammable and Combustible Liquids Code
 11. NFPA 58—Liquefied Petroleum Gas Code
 12. NFPA 72—National Fire Alarm Code.
 13. NFPA 96—Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
 14. NFPA 110—Standard for Emergency and Standby Power Systems
 15. NFPA 111—Standard on Stored Electrical Energy Emergency and Standby Power Systems
 16. NFPA 241—Standard for Safeguarding Construction, Alteration, and Demolition Operations
 17. NFPA 407—Standard for Aircraft Fuel Servicing
 18. NFPA 409—Standard on Aircraft Hangars.
 19. NFPA 855—Standard for the Installation of Stationary Energy Storage Systems
 20. NFPA 1123—Code for Fireworks Display.
 21. NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.
 22. NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.
- (b) The 2024 International Fire Code, as adopted in Section 13-6 above, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2024 International Fire code, or whichever is deemed more appropriate by the fire code official shall apply.
- (c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.

(Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)

Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.

Secs. 13-10—13-16. Reserved.

ARTICLE III. ADDITIONAL REQUIREMENTS

Sec. 13-17 fire alarm system special requirements.

- (1) All buildings or structures required to have a fire alarm system must be equipped with an exterior horn strobe notification device on the front of the building or structure as required by the fire code official.
- (2) Any new building or structure requiring a fire alarm system shall have corridor/area smoke detection for the purpose of rapid response as required by the fire code official. Smoke detection may omit the need for exit coverage of manual alarms when permitted by the fire code official.
- (3) All required fire alarm systems must be addressable regardless of size of building.
- (4) Required Sprinkler systems shall be equipped with a full fire alarm system as required by the fire code official.
- (5) Sprinkler systems shall not be a substitute for automatic smoke detection.

Sec. 13-18. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

- (1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or
- (2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-19. Fire lanes.

- (a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.
- (b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.
- (c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and Section 13-24 of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

- (1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.
- (2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.
- (3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

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ARTICLE V. CERTIFICATE OF FITNESS

Sec. 13-26. General.

Where required by the fire code official, no person shall conduct a regulated operation, install, inspect, maintain, service, tag or repair fire protection equipment or systems unless he or she has first obtained a certificate of fitness from the City of Roswell Fire Prevention Bureau in compliance with these rules. Any person holding a certificate of fitness shall have a copy of it available in all service vehicles and offices for review if requested during inspection by the fire code official. Certificates of fitness are not transferable to other parties, are not effective in any other jurisdiction, and shall not waive the requirements of the State of New Mexico issued certificate of fitness program required.

- a) The purpose of this action is to assure a minimum level of qualification prior to any installation, inspection, maintenance, and repair of fire protection equipment; promote fire prevention and awareness; and to not discourage business owners from implementing fire protection equipment due to poor experiences with equipment services or installations.
- b) Types of certificates. The fire marshal may issue certificates of fitness for installation, inspection, maintenance, repair, recharging or tagging, or involvement in the following disciplines:
 - 1. Automatic fire suppression systems and fire pumps
 - 2. Automatic chemical extinguishing systems
 - 3. Fire detection and alarms
 - 4. Fire extinguishers
 - 5. Fire and smoke dampers
 - 6. Underground fire lines
 - 7. Commercial kitchen hood cleaning and inspection
 - 8. Fire watch or site safety coordinator

Sec. 13-27. Application and fees.

- (a) Applications must be completed and submitted to the Fire Prevention Bureau as instructed by the fire marshal's developed procedures.
- (b) There shall be a fee of \$50.00 paid to the city for any certificate of fitness application required by the fire code official.
- (c) Renewals made necessary due to change of applicant or status will be done at one half the original amount.
- (d) Renewals due to revocation will be charged the same as the original fee but may incur additional requirements of training.

Sec. 13-28. Expiration and revocation of certificate.

- (a) Expiration. A certificate of fitness automatically expires at the conclusion of the time period for which it was issued.
- (b) Revocation. The fire marshal or his designee may revoke a certificate if:
 - (1) any of the required licenses or qualifications of the applicant expire, are canceled or are revoked;

-
- (2) during an inspection, the fire marshal or AHJ finds a substantial violation of these rules or applicable codes for a discipline for which the certificate has been issued;
 - (3) the applicant made false statements or misrepresentations of material fact in the application or documentation submitted with the application; or
 - (4) the certificate was issued in error or in violation of an applicable statute or these rules
 - (5) the applicant or his designee failed to conduct themselves in a professional manor during an inspection.
 - (6) Three or more counts of failed inspections

ARTICLE VI. PERMIT/INSPECTION FEES

Sec. 13-27. Permit/Inspection fees.

- (a) There shall be a fee of \$100.00 paid to the city for any operational or construction permit required by the fire code official in accordance with the International Fire Code. Additional fees will be applied to certain construction permits as outlined in Table 13-19(a). Any work commenced prior to issuance of a required permit as described in Section 107.4 will be subject to double the original amount.
 - Exceptions:
 - (1) There shall be no fee charged for open burning.
 - (2) The fee for a permit to sell consumer fireworks at retail shall be \$50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.
- (b) There shall be no fees required for annual inspections, permit inspections or new business inspections of any business within the first or second visit. Where it is found that any or all violations have not been corrected on the second visit, there shall be a fee of \$100.00 paid to the city for a third visit as a reinspection fee. Any inspections resulting from a complaint, or investigation may be subject to the reinspection fee as required by the fire code official. Additional fees will be applied to subsequent inspections and/or court citations issued.

Table 13-19(a)

Type of System	Permit Fee	IFC Section
Automatic fire sprinkler, 15 or fewer sprinklers	\$100.00	105.7.1
Automatic fire sprinkler, 16 to 50 sprinklers	175.00	105.7.1
Automatic fire sprinkler, more than 51 to 100 sprinklers	225.00	105.7.1
Automatic fire sprinkler, more than 100 sprinklers	300.00	105.7.1
Automatic chemical extinguishing system, per unit	100.00	105.7.1
Fire alarm, 10 or fewer devices*	100.00	105.7.5
Fire alarm, 11 to 30 devices*	150.00	105.7.5
Fire alarm, more than 30 devices*	200.00	105.7.5
Fire pump, per unit	100.00	105.7.6
Standpipe, per unit	100.00	105.7.13
Underground piping, per tie in of city main	100.00	105.7.1

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Ordinance 26-XX: consider recommending to City Council approval to advertise and hold a public hearing on proposed Ordinance 26-XX: An Ordinance for the sale of Real Property and approval for the City of Roswell to enter into a Purchase and Sale Agreement with EquipmentShare.com Inc. (Jessica Vickers)

BACKGROUND:

Initiated by: Jessica Vickers

The property is located on Monksdale Road, Roswell, Chaves County, New Mexico.

FINANCIAL CONSIDERATION:

The total purchase price for the property shall be \$99,760.00. This property was independently appraised at \$99,760.00 (\$8,000 per acre, 12.47 acres).

LEGAL REVIEW:

The City Attorney has reviewed the Purchase and Sale Agreement from EquipmentShare.com Inc., and this item has been submitted to legal for review.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Equipment Share Land Sale
Appraisal Sunset & Monksdale Land
SIGNED PREDETERMINATION COMMUNICATION-HD HEROS SITE
PSA Roswell, NM12.47 AC Monksdale Road FULLY EXECUTED December 2, 2025

ORDINANCE 26-XX
AN ORDINANCE FOR THE PURCHASE AND SALE OF REAL PROPERTY

WHEREAS, Seller, the City of Roswell, is the owner of a certain tract of real property which is described in more detail shown on Exhibit A attached hereto and made part hereof (the "Property") The Property shall mean net usable acres and shall not include real property burdened by permanent rights-of-way for public roads, drainage or utilities; and

WHEREAS, Buyer. EQUIPMENTSHARE.COM INC, a Texas corporation, desires to purchase the Property upon the terms, provisions and conditions hereinafter set forth, together with all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, alley or way, whether opened to, in front of or adjacent to the Property, and together with all appurtenances, improvements, easement and/or hereditaments thereunto belonging; and

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

SECTION 1. **LOCATION:** The property will be comprised of the following (the "Property"): Land totaling approximately 12.47+/- acres located at South Sunset Avenue and Monksdale Road, Roswell, Chaves County, New Mexico (the "Land"), as approximately shown on Exhibits A and B of the PURCHASE AND SALE CONTRACT, Exhibit 1.

SECTION 2. **PURCHASE PRICE-** The total purchase price for the Property shall be NINETY-NINE THOUSAND SEVENDRED HUNDRED SIXTY NO/100 DOLLARS (\$99,760.00). The Purchase Price, subject to any prorations set forth in Section 3 of the PURCHASE AND SALE CONTRACT shall be paid to Seller at closing as hereinafter defined (the "Closing"). This property was independently appraised at \$997.60.00, Exhibit 2.

SECTION 3. **PURPOSE AND INTENT** This ordinance is adopted for the purpose of selling real property owned by the City of Roswell that has no municipal purpose and to create new jobs and place this property back on the tax rolls with a beneficial use to the community. This has been determined in accordance with Ordinance 24-03, Exhibit 3.

SECTION 4 **TERMS:** This property is sold in Fee Simple. All other conditions are as provided in Exhibit 1, Purchase and Sale Contract.

SECTION 5. **REPEALER:** 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 6. **SEVERANCE:** 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 7. **EFFECTIVE DATE:** This ordinance shall be effective Forty-Five (45) days after its adoption, unless a referendum election is held pursuant to NMSA 1978 Section 3-54-1 (E). A petition calling for a referendum election on the sale of this real property must be filed no later than

thirty (30) days after the adoption of the ordinance and must comply with the requirements of NMSA 1978 Section 3-54-1 (E). In the event that a referendum election is held, the effective date shall be as prescribed by statute.

PASSED, ADOPTED, SIGNED and APPROVED _____,

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

An Appraisal Of
A Vacant Land Tract
Identified As
Tract E Amended McCarson Summary Replat

Tax Account # R041407

Located At
The Northeast Corner
Of
South Sunset Ave & Monksdale Road
In
Roswell, New Mexico

For
The City Of Roswell

By

Ed McClelland, Appraiser
General Certificate NM 171-G
701 S. Cedar Avenue
Roswell, New Mexico 88203
Office 575 - 624 - 2828
Mobile 575 - 420 - 2546
Email mcclelland@zianet.com

Ed McClelland & Co.

P.O. Box 896
Roswell, NM 88202-0896
Phone (575) 624-2828
Mobile (575) 420-2546
mcclelland@zianet.com

March 5, 2025

Mr. Todd Verciglio, Property Manager
City of Roswell
500 North Main, Suite 100
Roswell, NM 88201

RE: Sunset & Monksdale Road, Parcel R041407

Dear Mr. Verciglio:

Pursuant to your request, I have inspected and appraised the City-owned land comprising about 30.296 acres located at the northeast corner of Sunset Avenue and Monksdale Road. That site fronts Sunset for 591.19' and runs east along Monksdale for 2240 feet. It is zoned I-2 Heavy Industrial.

The subject parcel has a slight slope. There are few utilities at the property line. Electricity runs overhead along Sunset. The nearest city water line terminates at the SW corner of the firefighting academy. The closest sewer line is at Brasher Road and Union at Church on the Move. The highest and best use of the overall subject site near term is speculation. The tract is far larger than most end users would require.

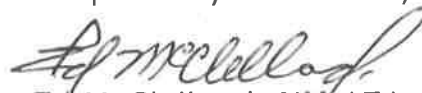
There has been some land sales activity in the subject overall neighborhood over the last few years, but none very close to this specific subject property. I provide herein a chart of commercial and industrial highest and best use land sale comparables that document the range in our market. Their approximate locations are shown on the attached maps.

Based upon my knowledge of the subject land, market, and the land sales provided herein: I estimate the "market value" of the subject site as of February 28, 2025 to be approximately \$8,000 per acre.

Total Value 30.296 Acres @ \$8,000 per Acre = \$242,368 Called \$242,000

Please do not hesitate to call on me if I can be of further service.

Respectfully submitted,



Ed McClelland, NM 171-G.

General Certified Appraiser

PROPERTY IDENTIFICATION

The property under discussion for a sale is a large parcel of vacant land totaling 30.296 acres with 2,240 feet of frontage along Monksdale Road and 591.19 feet of Sunset Avenue frontage. The parcel is legally described as Tract E, Amended McCarson Summary Replat, City of Roswell, Chaves County, New Mexico 88203. It is located at the northeast corner of Monksdale Road and Sunset Avenue.

Ownership of the subject land is held by the City of Roswell. An interested party has approached the City about a purchase. The subject land has not been listed or exposed to the market.

The City of Roswell has owned the subject property for many years. It has not been publicly offered for sale at any time in recent years. The City's past purchase price for the land including subject is not known.



PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal is to estimate the "Market Value" of the fee simple interest in the subject vacant land.

"MARKET VALUE" is defined as:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their best interest;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This value definition is quoted from Office of the Comptroller of the Currency Regulation (12 C.F.R. Part 34.42 (g):55 Federal Register 12202, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994), and is the commonly adopted market value definition for banks and agencies that regulate federally insured financial institutions in the United States at this time. This definition is from the Dictionary of Real Estate Appraisal, Fifth Edition, page 123, published by the Appraisal Institute in 2010. Most other definitions of market value incorporate the same general provisions.

The intended use of this appraisal is to establish market value for possible land sale purposes. The effective date of this value estimate was February 28, 2025. Intended users of the appraisal are City of Roswell government officials.

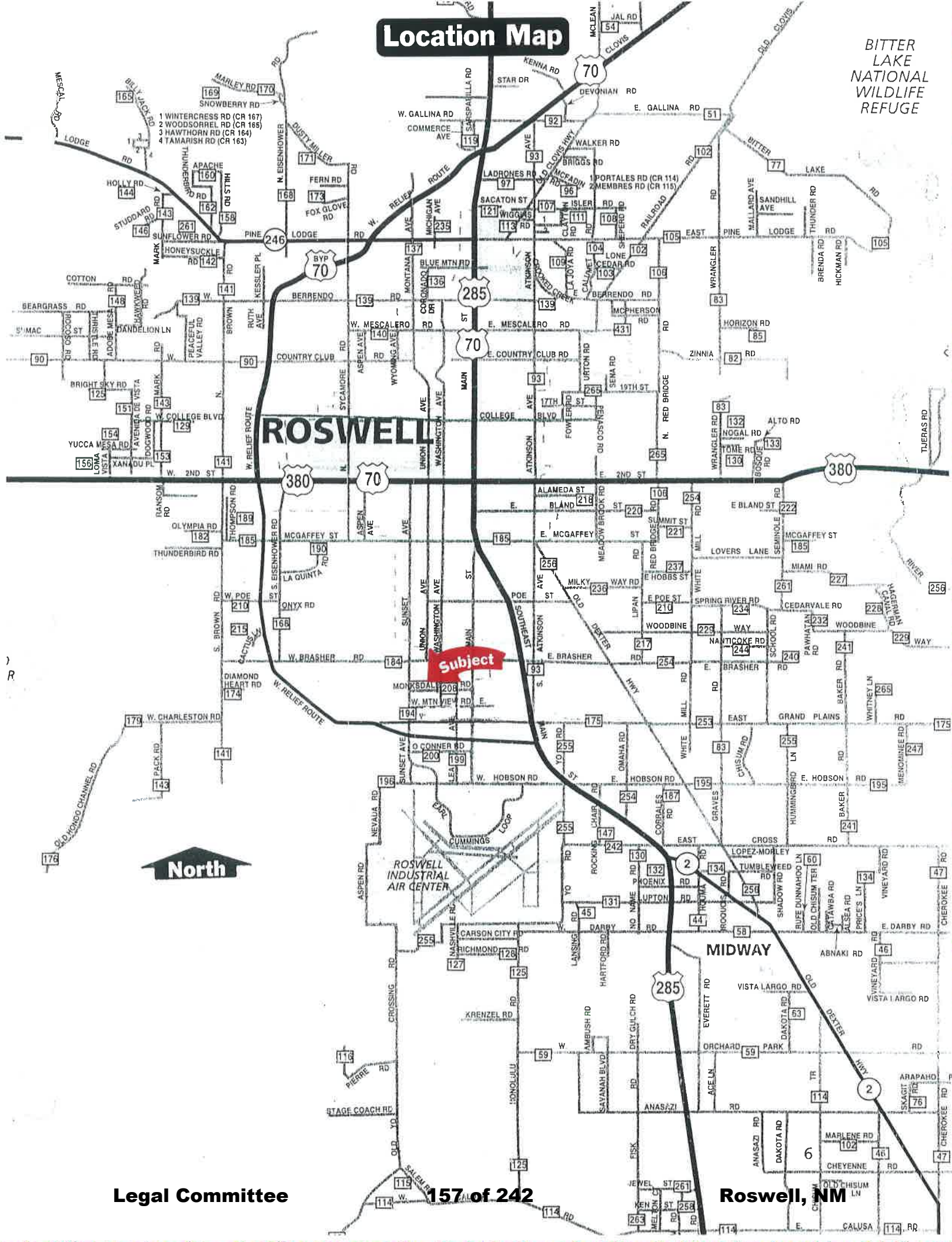
SCOPE OF THE APPRAISAL

This appraisal involved multiple inspections of the subject land tract and development of a market value estimate for the property using the direct sales comparison approach to value. The subject land size used is that which shows on the official plat.

An appraisal analysis, report, and appraisal exhibits can be extensive or brief. This report was prepared to meet minimum requirements of the client request and the minimum requirements of the Uniform Standards Of Appraisal Practice. This summary report is not intended to be 100% self-contained nor fully self-explanatory. The photographs and exhibits provided herein are deemed to represent a true summary of subject's facts. This appraisal could be expanded substantially with additional data, narrative, comparable detail, and explanations of the analyses added if the intended user of the appraisal deems it necessary. An appropriate professional fee would be charged for all additional work. This appraisal is subject to the appraiser's specific Certifications and Statements of Assumptions and Limiting Conditions which accompany the report. No unusual Assumptions or Limiting Conditions were required for this appraisal.

Location Map

BITTER
LAKE
NATIONAL
WILDLIFE
REFUGE



Area Map

Route
Relief
Traffic

US 89S TO CORRAL
US 70 TO ROSWELL
US 360 TO TATUM
TO NOTIONLESS LAKE (20 MILES)

R.I.A.C.

7

Legal Committee 158 of 242 Roswell, NM

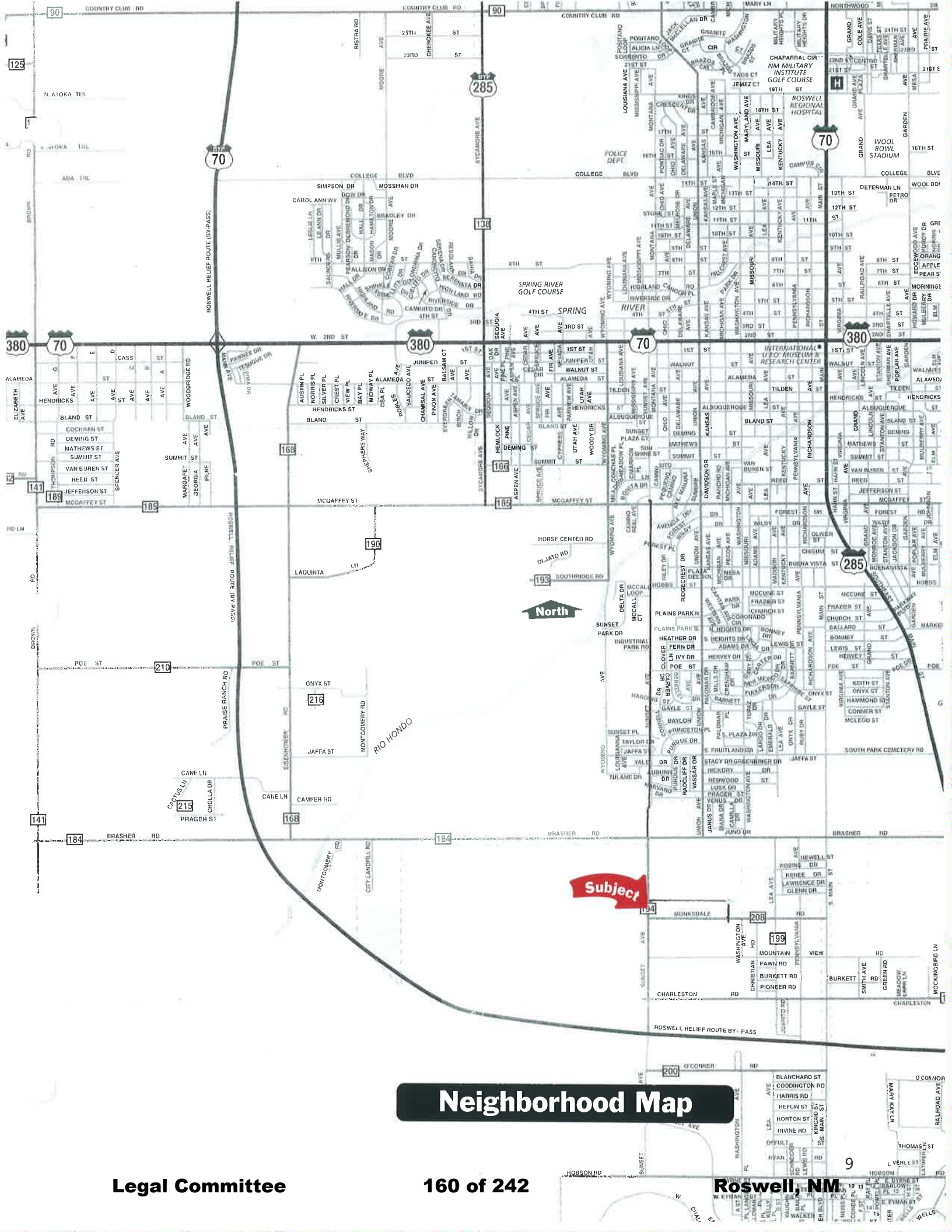
7

CITY AND NEIGHBORHOOD FACTORS

My client for this appraisal is the City of Roswell. The City is the owner of the subject parcel and other tracts surrounding it. My client has adequate knowledge about the City economy and trends that affect business in the city and specific subject neighborhood.

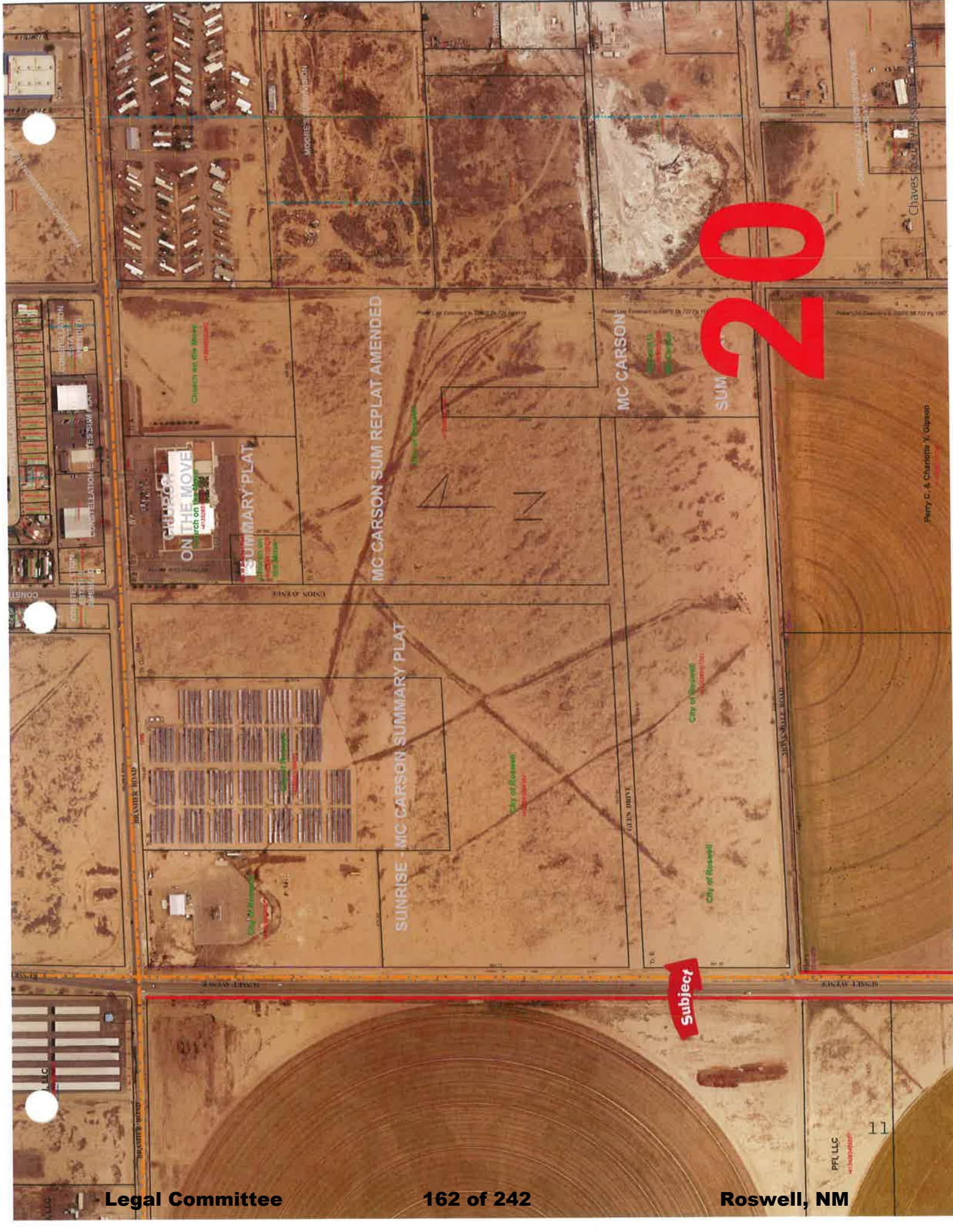
The subject neighborhood is the south half of Roswell and the areas of Chaves County lying west of Southeast Main between Brasher Road and Darby Road, including the Roswell Industrial Air Center.

One important factor affecting the subject property is the presence or absence of public water and sewer lines and any plans to add public water or wastewater service in the area. The City engineering and public works departments maintain maps of local water and sewer lines. I made an inquiry about water and sewer line existence in the area. Copies of the applicable maps for each type of service are included in the exhibits for this report. City engineer Louis Najar reports that the City has no plans to build new water or sewer lines in the area, and there is no master plan to add additional water or sewer lines in the area. Business with modest demand for water and wastewater disposal can legally drill a well to obtain potable water and can typically install a septic tank or similar system for small amounts of wastewater disposal. There is a city water line going to a fire plug at the southwest corner of the firefighting academy about 1,050 feet north of subjects' northwest corner. An owner or buyer of subject would reportedly be able to connect to that line if they paid for an extension that met city specs.



Neighborhood Map



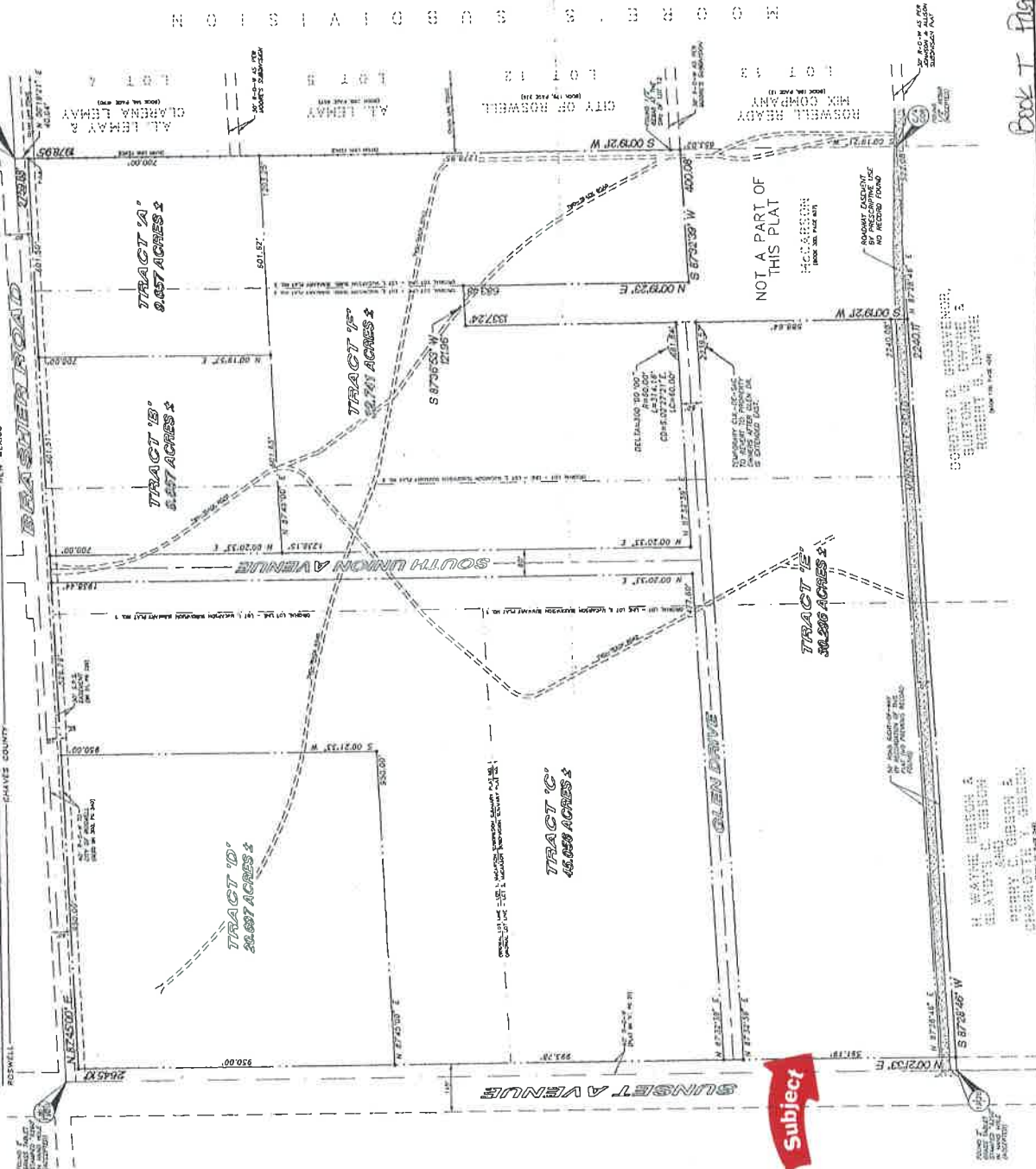


20

Subject

AMENDED MCCARSON SUMMARY REPLAT

REPLAT OF MCCARSON SUBDIVISION SUMMARY PLAT NO. 1 & PART OF NO. 2
AND THE UNDIVIDED PORTION OF THE NW 1/4 OF SECTION 20, T.15S., R.34E., N.M.P.



THE PURPOSE OF THIS AMENDED PLAT IS TO CORRECT THE LINES OF THE
PROPERTY OWNED BY THE CITY OF ROSWELL AND SURROUNDING THE
LOCAL SUBDIVISION OF THIS SUMMARY REPLAT.

NOTES:
1. SEE NEW PLAT STAMPED "P.S. 12516" AT ALL PROPERTY CORNERS.
2. EXISTING CURB CORNERS WITH 1/2" BARS MARKED STAMPED "P.S. 12516".
3. THE DATES OF RECORD USED TO DEFINE OWNERSHIP OF SUBJECT PROPERTY ARE:
a) DEED BOOK 217, PAGE 316
b) DEED BOOK 127, PAGE 332
c) DEED BOOK 127, PAGE 332
THE PLAT(S) USED AS A REFERENCE IN DETERMINING THE BOUNDARY OF THE
SUBJECT PROPERTY WERE:
1. MCCARSON SUBDIVISION SUMMARY PLAT NO. 1 (PLAT BOOK 6, PAGE 21)
2. MCCARSON SUBDIVISION SUMMARY PLAT NO. 2 (PLAT BOOK 6, PAGE 22)
3. U.S.G.S. 7.5' QUAD MAP OF TOWNSHIP 15 NORTH, RANGE 34 EAST, MAP 14

SHEET 1 OF 2
RAINS COMPANY
SURVEYING
P.O. BOX 1074 • ROSWELL, N.M. 86202 • (505) 291-4411

DESCRIPTION AND ANALYSIS OF THE SITE

LOT SIZE:	30.296 acres. Rectangular. See exhibits. Approx. 591' x 2240'.
TOPOGRAPHY:	Very slight slope west to east.
ZONING:	Roswell's official zoning map shows the subject lot to be zoned "I-2 Heavy Industrial." Most normal commercial and manufacturing activity is allowed on I-2 zoned land.
UTILITIES:	No public water or sewer lines are located close by. See provided maps. Overhead electricity is in place along Sunset. No natural gas lines were observed.
ACCESS:	Subject is partly bounded by paved roads. I assume that access to and from Monksdale Road could be used. Direct access to and from Sunset Avenue access is physically possible, but less likely to be approved with Monksdale frontage owned.
FLOOD ZONE:	Subject is not mapped in a FEMA identified 100 year flood hazard zone. The applicable map is 35005C1635D. Effective Map Date = 9-25-2009. A recent flood has challenged previous flood flow assumptions. A prospective buyer is cautioned to make further investigation of flooding issues if they might be of critical concern. A two pipe culvert under South Sunset outlets water near the intersection of Monksdale and Sunset.

Comments

Subject is a relatively large parcel. It's 2240 feet of frontage along Monksdale is very substantial. The City of Roswell also owns much of Tracts C and F to the north of subject. I doubt that platted "Glen Drive" will ever be developed. There could be some good reasons to square up the site to be sold rather than tie up the whole 2240 feet of frontage along Monksdale and leave low value land unsold to the north of the subject tract and south of Church on the Move.

HIGHEST AND BEST USE ANALYSIS

Proper application of the traditional appraisal process requires that a subject property be appraised at its "highest and best use".

Highest and Best Use is defined as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

This definition is from the Dictionary of Real Estate Appraisal, Fifth edition, page 108, published by the Appraisal Institute in 2015.

Site - As Vacant

The subject site is zoned "I-2, Heavy Industrial". The land has a slight slope west to east. The subject site is a corner with frontage on South Sunset Avenue and Monksdale Road. Direct ingress and egress onto Sunset Avenue might be denied only because of subject's extensive frontage along Monksdale. Full use of the entire site should be possible.

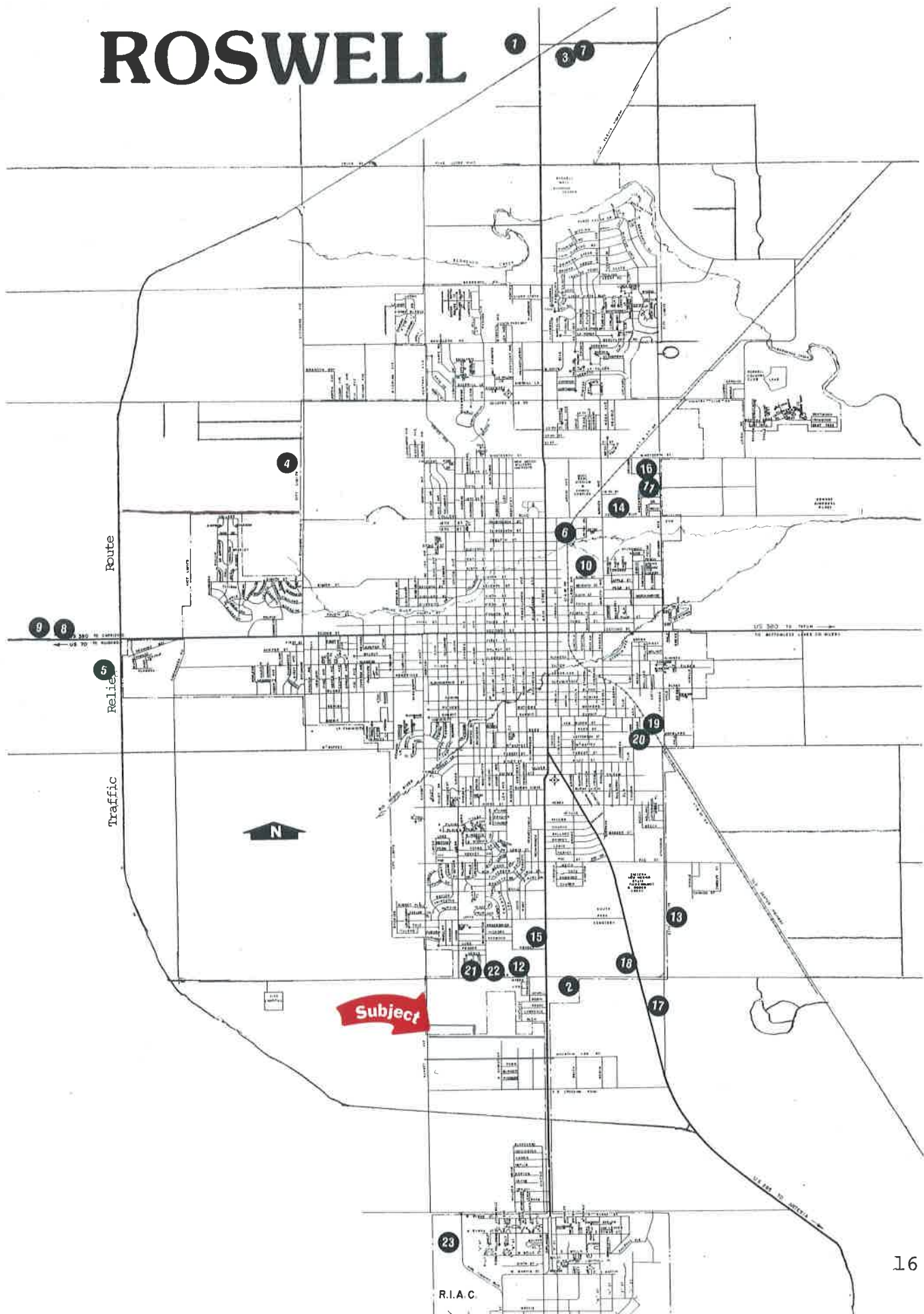
No water or sewer lines run along the subject parcel or touch it at this time. There is a water line and fire plug at the southwest corner of the firefighting training facility. If needed, a new water line could probably be extended from that location to the subject site at the private owners' expense. New sewer lines are expensive to build. The closest line is at the northwest corner of the Church on the Move site at Brasher and Union. An owner of subject planning a business with low utility service needs would probably be approved for a new well and allowed use of a septic tank or similar system for wastewater disposal.

Some commercial or industrial land sales and development occur in the subject neighborhood on an ongoing basis. Most of that recent activity has taken place along East Brasher Road and South Main. A couple of land sales near Brasher and Washington Avenue have transpired recently, so development of those sites may be imminent. A self-storage project is reportedly planned for a site at the northeast corner of West Brasher Road and South Washington Avenue. Land prices in the subject neighborhood have been relatively modest over a long time frame.

Development of new commercial or industrial properties at South Sunset and Monksdale will probably be feasible as long as utility needs can be done without need for a public sewer line. Self-storage units are a possible use, as are shop/warehouse or light manufacturing buildings.

Given the factors cited, the appraiser estimates the highest and best use of the subject site as vacant, would be development of one or more light industrial uses at the immediate corner of Sunset and Monksdale, and eventual sale and or development of land to the east that is likely to become excess land to a buyer of subject. If a significant part of the easterly land is in fact excess to a buyer's immediate needs, gradual development of land to the east is likely to take several years.

ROSWELL



16

COMMERCIAL LAND SALES

Comp	Closing Date	MLS #	Address or Approx. Location	Buyer(s)	Land Sale Price	Land Size In Acres	Sale Price Per Acre	Comments
1	5/7/2015	MLS100860	6128 N. Commerce	Roswell Studios	\$50,000	5.000	10,000	Far North Edge of Town
2	9/29/2016	WD772658	200 E. Brasher	Nelson Family Enterprises	\$39,900	2.591	15,399	New Frito Lay Warehouse
3	1/31/2017	R6731145	6090 Cumbres	Jim Campbell	\$8,000	0.842	9,501	Far Edge of Town land
4	3/1/2017	D786P67	1800 N. Sycamore	Fresquez	\$228,750	15.250	15,000	Good tract. Develop self stg
5	9/29/2017	D7921385	E Side Woodridge & Margaret	Jeffery Owen	\$140,000	24.818	5,641	Large tract near bypass
6	2/28/2017	D1801787	1305 N. Virginia	PT Productions, Inc.	\$95,000	2.810	33,808	Lrg sloping midblock site.
7	11/7/2017	D794P979	6112 Cumbres	Quality Cast, LLC	\$8,000	0.842	9,501	Far Edge of Town land
8	4/1/2018	D7861225	4719 W. Second	Redden	\$40,000	3.529	11,333	Good site on far west side.
9	4/27/2018	MLS101829	4906 W. Second	Viltchinski	\$45,000	3.780	11,905	Cornor on far w edge Roswell
10	9/20/2018	MLS102875	800 N. Garden	Tuscany	\$160,000	10.990	14,559	Land south of sale barn
11	8/2/2019	MLS102716	1800 N. Atkinson	Barejas	\$80,000	2.033	39,350	Johnnies Automotive
12	4/1/2019	MLS190133	407 W. Brasher	Silva, Alfredo	\$30,000	2.800	10,714	Lot on south edge of town.
13	7/16/2019	MLS171519	S. Atkinson near Jail	Grado	\$58,500	15.950	3,668	Lrg edge of town parcel
14	12/26/2019	MLS190065	611 E. College	Redmex Inv.	\$250,000	14.081	17,754	Prairie Dog Tract. N Side
15	1/8/2020	MLS101828	3200 Blk S. Main	Nasrallah	\$160,000	20.000	8,000	Large tact
16	11/2/2020	202007760	1302 E. 19th	Jeremy Kohler	\$105,000	2.033	51,647	Cornor of 19th & Atkinson
17	4/27/2021	MLS200937	3900 Blk SE Main	Graves Trust	\$75,000	12.640	5,934	Lrg edge of town parcel
18	6/1/2021	MLS200657	515 E. Brasher	Admiral Beverage	\$225,000	23.630	9,522	Lrg parcel for beer warehouse
19	7/1/2022	7221000	1000 S. Atkinson	Hilton, Robert	\$130,000	11.856	10,965	Lrg parcel for towing & salvage yd
20	7/27/2022	MLS202021	901-907 E. McGaffey	Miranda	\$45,000	1.157	38,894	Four adjacent urban lots
21	1/13/2023	MLS201624	505 W. Brasher	Silva, Alfredo	\$100,000	9.572	10,447	Lrg square tract by PO
22	5/31/2024	MLS20235315	505 W. Brasher	Jaramillo, Theodore	\$400,000	9.572	41,789	End user sale for self stg units
23	2/20/2025	20250220	42 W. Earl Cummings Loop	Arc Prefab	\$678,500	45.230	15,001	Sale of Industrial Land at the RIAC
Subject	3/5/2025	NA	NE Cor S Sunset & Monksdal	Undisclosed	\$242,000	30.296	7,988	Edge of town industrial land

Current Valuation

Ed McClelland

3-5-2025

Analysis Of The Comparable Land Sales

Twenty three sales of land suitable for commercial or industrial land use are summarized on the attached land sales chart. They ranged in selling price from a low of \$3,668 per acre up to \$51,647 per acre which is \$1.18 per square foot for the southwest corner of North Atkinson and East College. Several sales have taken place at or near \$10,000 per acre, with many having better utility proximity than does subject.

The subject site has a high ratio of paved street frontage in relation to its size. Its land price at my appraised value would be an affordable amount for one user or if the subject land were later subdivided for four to ten acre tracts.

I gave the most weight to comparable land sales #7, 8, 9, 13, 15, 17, and 18. A good site at the northeast corner of West Brasher and South Washington sold twice recently for \$100,000 which was \$10,447 per acre before reselling to an end user planning a ministorage who paid \$41,789 per acre which was 95 cents per square foot. That upper range level of land prices has only been shown to be generally acceptable for sites with good arterial visibility selling in sizes of one to three acres and having all needed utilities available.

Based upon my analysis of the subject property and my comparison of it to the sold land comparables; I estimate the market value of the entire subject 30.296 acre site in one transaction as of February 28, 2025 at approximately \$8,000 per acre.

And: 30.296 acres times \$8,000 per acre = \$242,368 Rounded To \$242,000

Subject property market value estimate = \$242,000



CERTIFICATION

The appraiser certifies and agrees that:

1. The appraiser has no present or contemplated future interest in the property appraised; and neither the employment to make the appraisal, nor the compensation for it, are contingent upon the appraised value of the property or any future action or event subsequent to the appraisal.
2. The appraiser has no personal interest in or bias with respect to the subject matter of the appraisal report or the parties in title.
3. The appraiser has personally inspected the subject property and the neighborhood. To the best of the appraiser's knowledge and belief, all statements and information in this report are true and correct, and the appraiser has not knowingly withheld any pertinent information.
4. This appraisal report sets forth all of the limiting conditions (imposed by the terms of the assignment or by the undersigned) affecting the analyses, opinions, and conclusions in the report.
5. The value conclusion reported herein has been developed in accordance with traditional appraisal procedures and the analyses are done in compliance with the reporting requirements of the Uniform Standards Of Appraisal Practice, (USPAP) and the New Mexico Appraisers Board.
6. All analysis, conclusions and opinions set forth in this appraisal were personally prepared by the undersigned.
7. As of the date of this report, I am currently certified and in good standing under requirements of the appraiser continuing education program of the State of New Mexico.
8. I assume that all parties to the decision making process will be well advised and acting in the best interest of their principal or community.

Appraiser Ed McClelland Date: 3-5-2025
Ed McClelland, NM 171-G

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

1. The legal description utilized is assumed to be a complete and accurate description of the subject property.
2. No responsibility is assumed for matters which are legal in nature. The property title is assumed to be marketable and free of liens. No effort was made to check for adverse subdivision covenants, atypical zoning limitations, or deed restrictions unless otherwise mentioned in the report. It is assumed that no adverse usage restrictions or conditions exist unless specifically mentioned.
3. The subject's title is valued as a typical fee simple estate. I assume that city water service would be available if the property owner agreed to pay the cost of extending a line from the firefighting academy that would meet the City approval.
4. It is assumed that there are no hidden or unapparent easements or conditions of the neighborhood or soil etc. which would render the subject more or less valuable or prevent its development or require future owners to expend funds in conjunction with prior owner soil or water pollution actions.
5. I assume that all parties to the decision making process will be well advised and acting in the best interest of their principal or community. I assume that most commercial and light industrial land uses allowed under the Industrial Zoning for the subject site would be approved for future use on the subject site.
6. I assume that City Leaders will give some consideration to the fact that the City lacks funding to develop major buildings in the area.
7. The value estimate in this report is in the purchasing power of the dollar as of the date of valuation.

This report is subject to the following limiting conditions:

1. No liability is assumed for any condition or variance that a true and correct survey might reveal.
2. The information contained in this report was obtained from sources the appraiser believes reliable, but its authenticity and accuracy is not guaranteed. Secondary confirmations and verifications were made only where a special need was indicated.

3. The appraiser has valued the subject land as if owned free and clear in fee simple.
4. The appraiser is not required to give testimony or appear in court regarding this appraisal unless previously arranged. Any court ordered appearance regarding the appraisal would be charged to the responsible party at a professional hourly rate.
5. The conclusions and contents of this appraisal are the property of the client and are kept confidential unless and until they are publicly released by the client.
6. This report may be copied in full or in part to facilitate actions and decision making regard the property.

ARTICLE 40: I-2 HEAVY INDUSTRIAL DISTRICT

Section 1. Purpose

This district is intended to provide for a wide range of industrial activities including heavy manufacturing, fabrication, assembly/disassembly, processing, and treatment activities conducted in a manner not detrimental to the rest of the community by reason of the emission or creation of noise, vibration, smoke, dust, or other particulate matter, toxic or noxious materials, odors, fire, explosive hazards, glare, or heat.

Section 2. Use Regulations

A. Permitted uses are as follows:

1. Any use permitted in the I-1 District
2. Any primary use which includes heavy manufacturing, fabrication, assembly, disassembly, processing, and/or treatment of goods and products
3. Food and grain processing, canning, and storage, including meat, fish, and poultry
4. Foundries, iron works, and steel fabricating
5. Livestock feed and sales yards
6. Recycling center with outside storage as a principal use, such as a junk yards
7. Petroleum products including refining and storage
8. Saw mills and other types of mills
9. Any other use that is similar and comparable to those listed above

B. Special Uses are as follows:

1. Any special use permitted in the I-1 District
2. Mining, loading, and hauling of sand, gravel, top soil, or other aggregate or minerals, including equipment and buildings or structures for screening, crushing, mixing, washing, storage, or office purposes
3. Recycling activities with a structure and permanent outside storage. All outside storage shall be screened with a minimum of an 8 foot high solid wall except for access openings, with a maximum opening of 16 feet with a solid gate(s)
4. Sexually Oriented Business

ARTICLE 41: RESERVED

ARTICLE 38: I-1 LIGHT INDUSTRIAL DISTRICT

Section 1. Purpose

This district is intended to provide for light manufacturing, fabrication, assembly/disassembly, processing, and treatment activities conducted in a manner not detrimental to the rest of the community by reason of emission or creation of noise, vibration, smoke, dust or other particulates, toxic or noxious materials, odors, fire, explosive hazards, glare, or heat.

Section 2. Use Regulations

A. Permitted Uses are as follows:

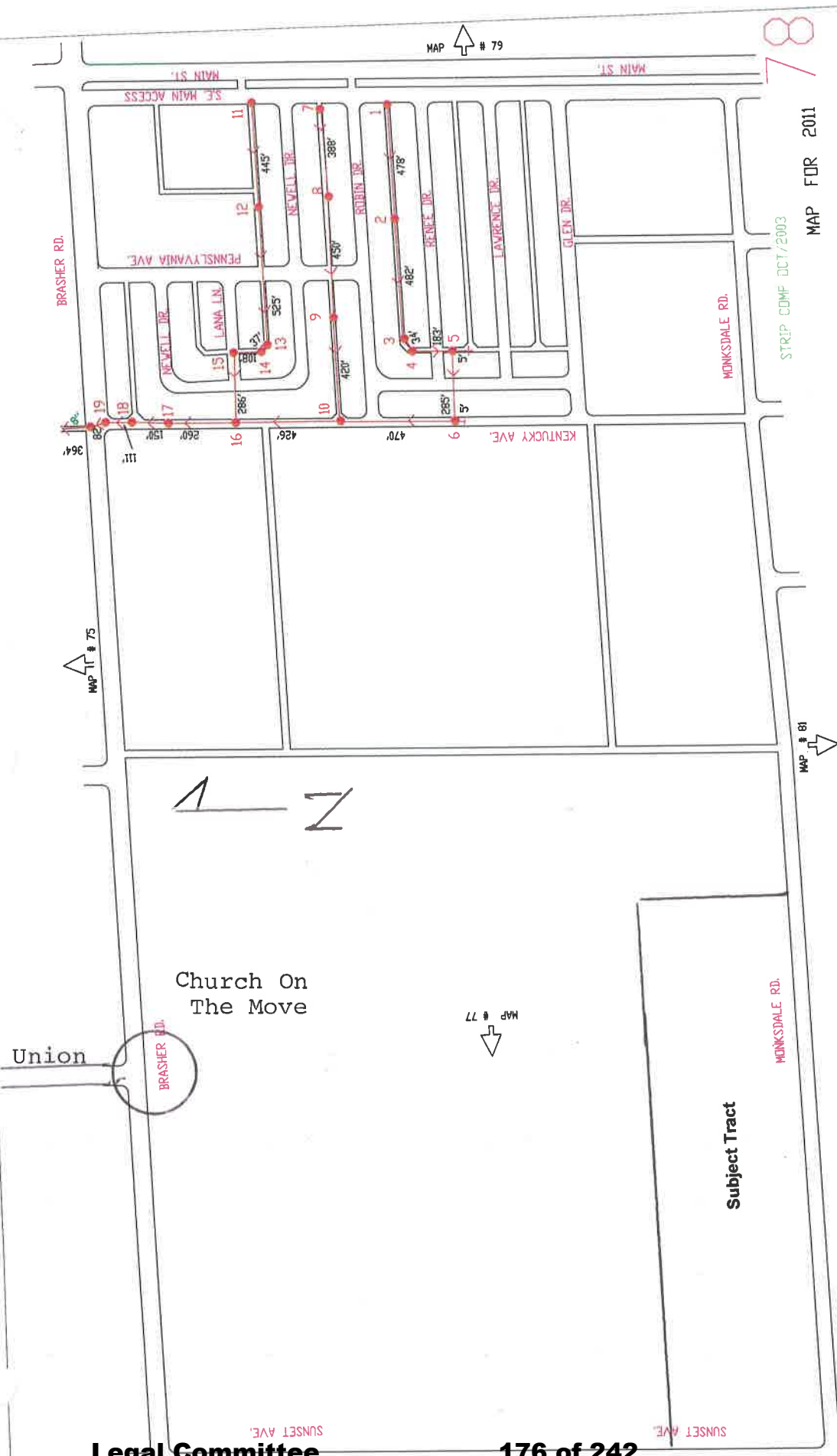
1. Any use permitted in the C-2 districts, except for assisted living homes, group care homes, convalescent homes, and retirement centers, etc.
2. Any primary use which includes light manufacturing, fabrication, assembly/disassembly, processing or treatment of goods and products
3. Bottling works
4. Bus stations and terminals
5. Food and grain processing, canning, and storage, excluding meat, fish, and poultry
6. Gun clubs containing an indoor firing range
7. Machinery and service for farm, tractor and trailer rigs, and well drilling equipment
8. Outdoor theaters, drive-in
9. Parcel delivery, mail order services, and motor freight terminals
10. Wholesale distribution centers
11. Warehouses with outside storage
12. Welding
13. Automotive Repair, Heavy
14. Any other use meeting the intent of this Article and comparable with the above

B. Special Uses are as follows:

1. Airports, heliports, and aircraft landing fields
2. Hospitals and sanitariums
3. Livestock feed and sales yards
4. Oil and gas wells and pumping stations
5. Penal, correctional, and other institutions necessitating restraint of patients
6. Saw mills or other similar types of mills like pulp mills
7. Recycling activities in a structure with outside storage as a secondary use. Outside storage to be screened with an 8 foot high solid wall except for access openings, with a maximum opening of 16 feet with a solid gate(s)
8. Recycling center with outside storage as a principal use, such as a junk yards
9. Child care centers

ARTICLE 39: RESERVED







NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico



Real Estate Appraisers Board

HEREBY CERTIFIES THAT

Edward W. McClelland

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 171-G

Issued 12/1/1990

Expires 4/30/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

APPRAISER QUALIFICATIONS

EDWARD W. MCCLELLAND
NM General Certified Appraiser License #171-G

701 South Cedar Avenue
Roswell, New Mexico 88203
E-mail: mcclelland@zianet.com
Office 575-624-2828
Mobile 575-420-2546

EDUCATION

Graduate - New Mexico State University - 1971
Bachelor of Science - (Agriculture Economics and Business)

GENERAL CERTIFIED APPRAISER – NM License #171G

General Certification allows the holder to appraise all types of commercial property, as well as residential property.

APPRAISAL COURSES

Farm and Ranch Appraisal - New Mexico State	1971
Real Estate - Introductory Course - NMSU	1971
"Introduction to Appraising Real Property"	
Course 101 - SREA, by exam	1973
"Single Family Residential Appraisal"	
Course VIII - AIREA	1974
"Principles of Income Property Appraising"	
Course 201 - SREA	1974
"Urban Properties" (Income Property Case Studies)	
Course II – AIREA	1978

PROFESSIONAL OFFICES HELD

Secretary/Treasurer - Albuquerque SREA Chapter #114 (1977-79)
President - Albuquerque SREA Chapter #114 (1980-81)
Director - Albuquerque SREA Chapter #114 (1981-82)
Admissions Chairman - Albuquerque SREA Chapter #114 (1981-82)
Secretary/Treasurer - Pecos Valley SREA Chap. #115 (1983-84)
Director - West Texas/NM AIREA Chapter #39 (1985)
Vice-President - Pecos Valley SREA Chapter #115 (1984-86)
Admissions Chairman - Pecos Valley SREA Chapter 115 (1984-86)
President - Pecos Valley SREA Chapter #115 (1986-88)
Treasurer – Roswell Association of Realtors (2005-06)
Director – Roswell Chamber Of Commerce (2004-2007)
Director – Main Street Roswell (2002-2009)

APPRAISAL EXPERIENCE – Ed McClelland

Residential Appraiser and Assistant Loan Broker, Mercantile Investment Company, El Paso, Texas 1972-74

Residential and Commercial Appraiser, Dan D. Swearingin (MAI, SREA), Albuquerque, New Mexico 1975-79

Appraiser and Residential Department Manager, Brooks/Lomax & Associates, Inc., Albuquerque, New Mexico 1979-82

Owned and operated Ed McClelland & Co., Roswell, New Mexico, a full service real estate appraisal firm from 7/82 - 3/96.

Appraiser and Qualifying Real Estate Broker - Western Land Realty. Roswell, New Mexico. 1996 to 1999. 95%+ Appraising

Appraiser, Broker & Property Manager - Ed McClelland & Company. 2000 - 2021. 50% Commercial Property Management and 50% Appraisals.

Appraiser & Real Estate Broker, Ed McClelland & Company. Primarily doing appraisals. September 2021 – Present

OTHER QUALIFICATIONS

Licensed New Mexico Real Estate Broker.
Realtor Member of National Association of Realtors.
Realtor Member of the Roswell Board of Realtors & MLS.
SRA Designation earned in 1979. Did not renew after 1994.

RECERTIFICATION

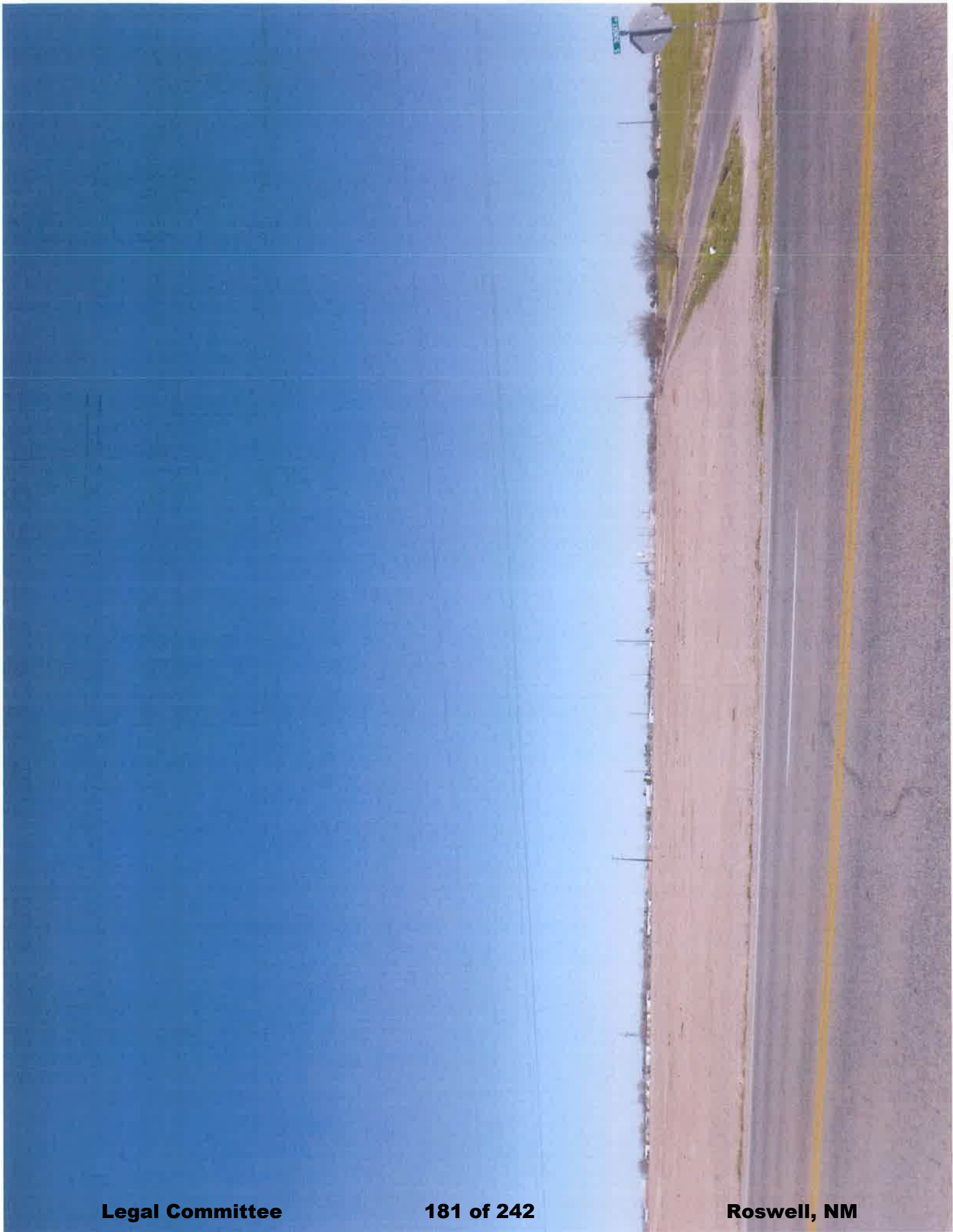
The New Mexico Appraisal Board has a mandatory program of continuing education for its licensed members. I currently meet all applicable licensing and recertification requirements and am in good standing with the New Mexico Appraisal Board.

LICENSE EXPIRATION DATE

My general certified appraisal license NM #171-G expires on April 30, 2025.

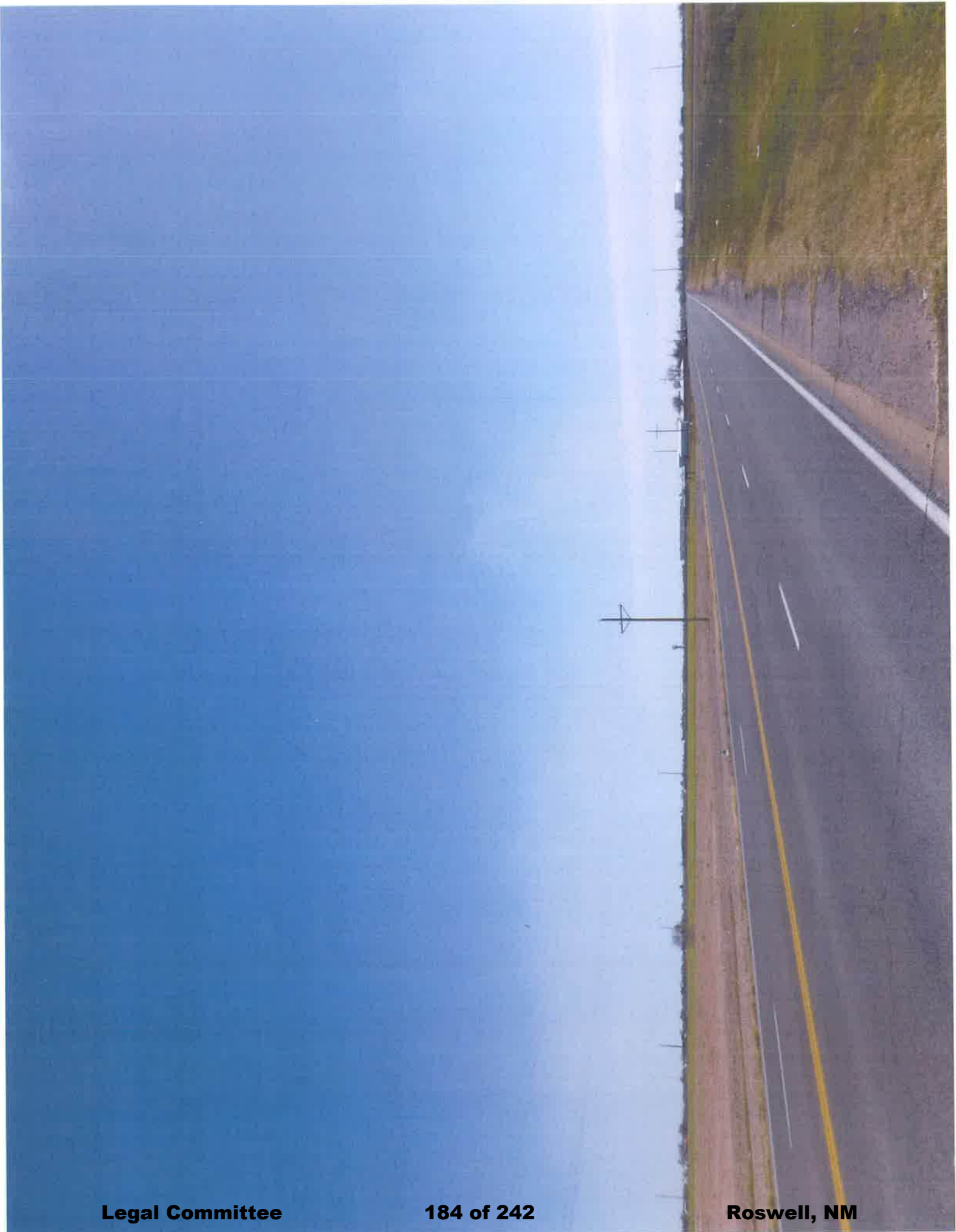
PARTIAL LIST OF APPRAISAL SEMINARS TAKEN – Ed McClelland

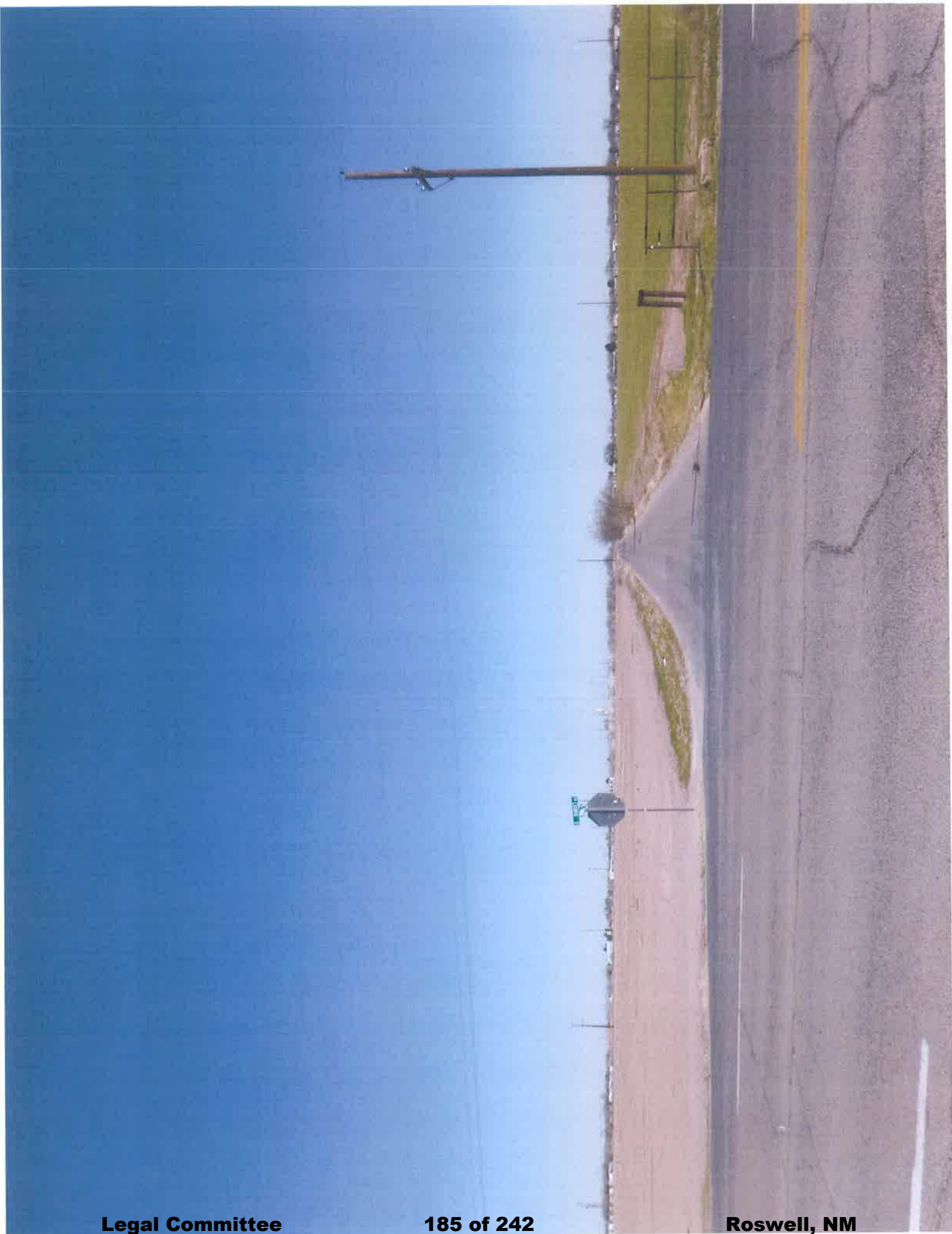
Valuation of Hotels & Motels - AIREA	1984
Depreciation Analysis - SREA	1985
Highest and Best Use - AIREA	1985
Easement Valuation Seminar - IRWA	1986
Applied Sales Comparison Approach Seminar AIREA	1988
Litigation Valuation Seminar - AIREA	1989
Farm Valuation Seminar - AIREA	1989
Reviewing Appraisals - AIREA	1990
Appraising Troubled Properties - Appraisal Inst.	1992
Appraisal Regulations Federal Banking Agencies AI	1992
Subdivision Analysis - Appraisal Inst. - 7 Hours	1993
Environmental Risk - Appraisal Inst - 7 Hours	1994
Data Confirmation & Verification Methods - AI 7 Hours.	1996
Automated Valuation - McKissock Data Seminars - 8 Hours	1999
Special Purpose Properties, Appraisal Institute - 7 Hours.	2001
Feasibility Analysis & Options, Appraisal Institute, 7 Hours.	2002
Adverse & Detrimental Conditions, App. Inst, 7 Hours	2002
Appraising Natural Resources, Appraisal Institute, 7 Hours	2002
Expanding the Scope of Work, Appraisal Institute, 7 Hours.	2003
Condemnation Appraisals, Appraisal Institute, 16 Hours	2003
Manufactured Housing, Appraisal Institute, 7 Hours	2004
Mathematically Modeling RE Data, App. Inst., 7 Hours	2004
Rates and Ratios, Appraisal Institute, 7 Hours	2004
Appraisal Trends, McKissock Seminars, 7 Hours	2006
Relocation Appraisal is Different, McKissock, 7 Hours	2006
Evaluating Commercial Construction, App Institute, 16 Hours	2006
Federal Land Acquisitions, Appraisal Institute, 16 Hours	2007
Subdivision Appraisals, Appraisal Institute, 7 Hours	2007
Office Building Valuation, Appraisal Institute, 7 Hours	2008
Declining Markets & Sales Concessions, AI, 7 Hours	2009
The Lending World In Crisis, App Institute, 7 Hours	2010
Reviewing Commercial Appraisals, App Institute, 7 Hours	2011
Reviewing Residential Appraisals, McKissock, 7 Hours	2011
The Uniform Appraisal Dataset, App Institute, 7 Hours	2011
Evaluating Residential Construction – App Institute, 7 Hours	2012
Practical Regression Using Excel, – App Institute, 14 Hours	2012
Litigation Appraising: Specialized Topics & Applic. AI 15 Hours	2014
FHA Appraising For Valuation Professionals – AI 7 Hrs.	2016
Using Excel To Analyze & Support App Results – AI, 7 Hours	2017
Solving Land Valuation Puzzles, App Institute, 7 Hours	2018
Stats, Graphs & Data Science, AI & G. Dell, 14 Hours	2018
How Tenants Create or Destroy Value - AI, 7 Hrs.	2019
The FHA Handbook 4000.1, McKissock Learning, 7 Hours	2021
Mortgage Lending Appraisal Reqs: FNMA & FHLMC, McKissock	2021
Transferred Value – Appraisal Institute, 7 Hours	2022
Attacking & Defending an Appraisal in Litigation, AI, 7 Hours	2022
Practical Application of Fundamental Analysis, AI, 7 Hours	2023
National USPAP Update Course – SFMRA, 7 Hours	2024

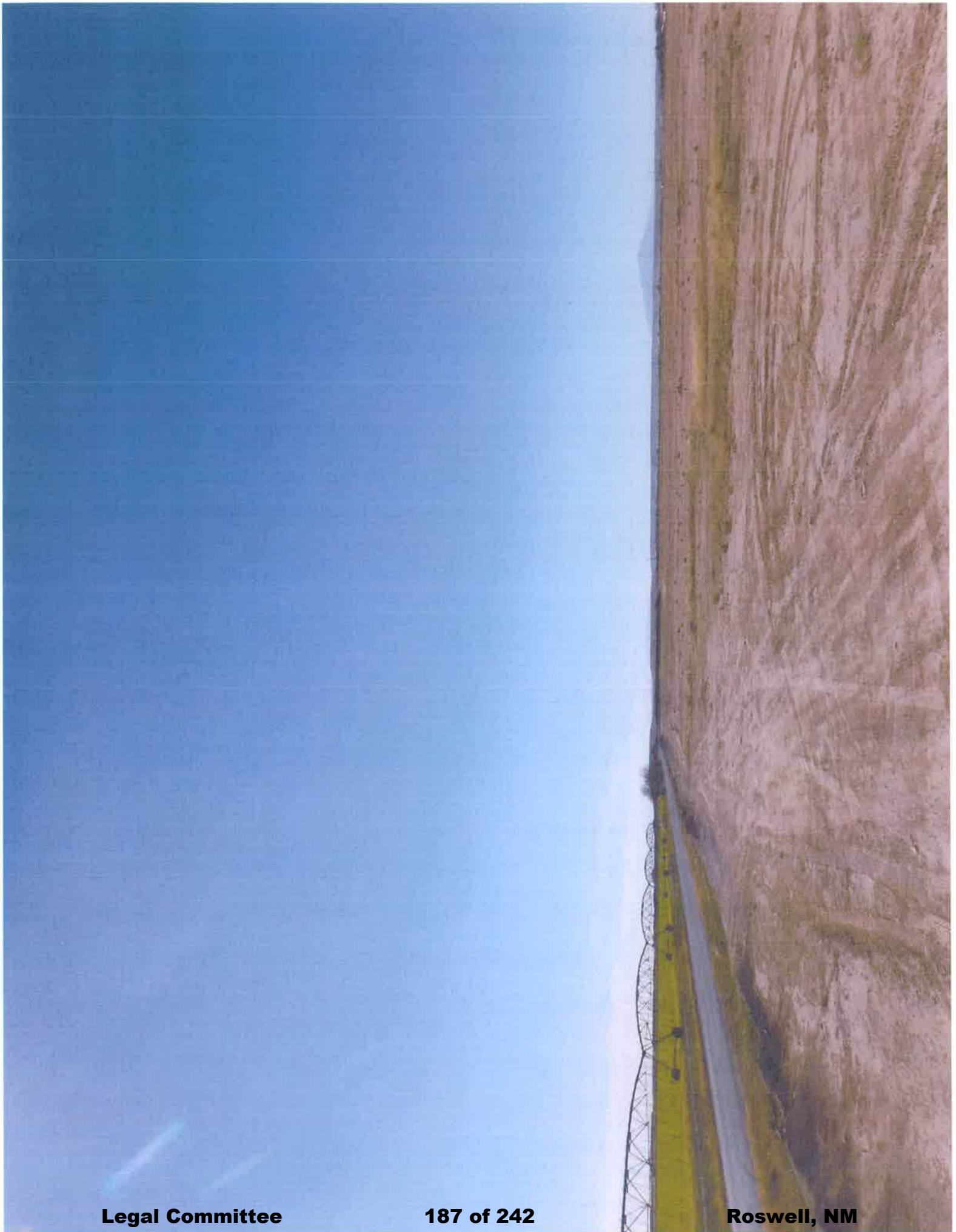
















Office of the Mayor

9/8/2025

PREDETERMINATION COMMUNICATION

From:

Timothy Z. Jennings, Mayor Chad Cole, City Manager

RE: Sale of 12.47+/- acres of land, Monksdale Rd. Roswell, NM 88203

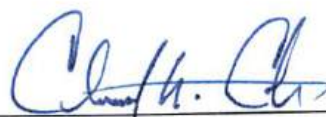
Esteemed Members of the Legal Committee & City Council,



This communication is sent to you pursuant Ordinance 24-03, and New Mexico Statutes Chapter 3 - Municipalities Article 54 - Sale or Lease of Property Section 3-54-1 Authority to sell or lease municipal utility facilities or real property; notice; referendum.

The Mayor and City Manager determined and concur that the land subject to sale regarding 12.47+/- acres of land off of Monksdale Rd. Roswell, NM 88203, that has an appraised value of \$8,000 per acre and was appraised 2/28/2025. The amount to the City is \$99,760.00. The site has no existing or future municipal purpose. We believe that sale of such land is in the interest of the City financially and economically, and will lead to better use than the currently vacant plot. Please feel free to contact either of us with any questions.


Timothy Z. Jennings, Mayor


Chad Cole, City Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into by and between **CITY of ROSWELL**, a municipal corporation (“**Seller**”), and **EQUIPMENTSHARE.COM INC.**, a Texas Corporation (“**Buyer**”), and is effective on the date (“**Effective Date**”) executed by the last of Buyer and Seller, determined by the date in Buyer’s and Seller’s signature block, each sometimes referred to in this Agreement separately as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

- A. Seller is the owner of a certain parcel of land on Monksdale Road, Roswell, NM 88203, (Parcel ID: 4135065145250000000) (“**Parent Parcel**”).
- B. Seller is the owner of the tangible personal property listed on Exhibit C which is generally used or located upon the Real Estate (the “**Personal Property**”).
- C. Seller desires to sell and Buyer desires to purchase the Personal Property and a portion of the Parent Parcel, consisting of approximately 12.47 +/- acres of land, as depicted on Exhibit A and more particularly described on Exhibit B, attached hereto and incorporated herein, together with the building and all other improvements, if any located thereon hereinafter collectively referred to as the “**Real Estate**”), subject to the terms and conditions of this Agreement.

For and in consideration of the premises set forth above and the mutual covenants and agreements hereinafter contained, which the Parties agree to keep and perform, the Seller agrees to sell and Buyer agrees to acquire the Real Estate and Personal Property subject to and in accordance with the following terms, provisions and conditions:

- 1. **RECITALS.** The Recitals are true and correct in all respects and are incorporated in this Agreement.
- 2. **AGREEMENT TO PURCHASE AND SELL.** Seller hereby agrees to sell, and Buyer hereby agrees to purchase, subject to the terms and conditions of this Agreement, fee simple title in and to the Real Estate, together with the building and all other improvements, structures, fixtures, easements, rights-of-way and other rights, privileges and benefits, including Seller’s interest in any development rights appurtenant thereto, and to any alleys adjacent thereto, and any land lying in the bed of any street, road, avenue, open or proposed, public or private, in front of or adjoining the said land or any portion thereof, to the center line thereof, as well as the Personal Property, (the Real Estate and the Personal Property, collectively, the “**Property**”). The Seller agrees that the transfer of the Property at Closing will also include a transfer to Buyer of all of Seller’s rights and interest in the following:

- (a). All fixtures located within the buildings or other improvements on the Real Estate if any;
- (b). Any transferrable permits, licenses, approvals and authorizations issued by any governmental entity, if any, in connection with the Real Estate;
- (c). All warranties and guaranties relating to the buildings and other improvements on the Real Estate, if any; and
- (d). Any blueprints, drawings, floor plans, specifications associated with the improvements, structures, and fixtures on the Real Estate in Seller's possession.

3. **PURCHASE PRICE AND PAYMENT.** The purchase price for the Property (the "**Purchase Price**") shall be the sum of Ninety-Nine Thousand Seven Hundred Sixty Dollars (\$99,760.00). Subject to the terms and conditions of this Agreement, the Purchase Price shall be paid as provided below.

3.1 **Earnest Money Deposit.** Within three (3) business days after the Effective Date, Buyer shall deposit with Fidelity National Title Insurance Company (Phoenix, AZ – Attn: Kelli Vos) (the "**Escrow Agent**" and sometimes also referred to as the "**Title Company**") Twenty-Five, Thousand and No/100 Dollars (\$25,000.00) (the "**Earnest Money**"). Upon the Closing Date, the Earnest Money shall be applied against the Purchase Price, or, if the transaction contemplated hereby is not consummated, delivered to Seller or Buyer as provided herein. In the event that there shall be any action or legal proceeding and the Title Company is or may be a party, the Title Company shall be entitled, at any time, in its sole discretion, to pay the Earnest Money, or any portion thereof, into the appropriate state or federal court having jurisdiction in the county in which the Real Estate is located and, upon doing so, shall be relieved of any further responsibility or liability as to the Earnest Money.

3.2 **Independent Contract Consideration.** Buyer and Seller hereby acknowledge that One Hundred Dollars (\$100.00) of the Earnest Money deposit constitutes independent contract consideration (the "**Independent Contract Consideration**") for this Agreement, which sum shall be paid to Seller upon any termination of this Agreement (except arising from a default by Seller hereunder) and shall be non-refundable to Buyer, but which shall be applied against the Purchase Price at Closing.

3.3 **Payment.** On the Closing Date, Buyer shall deposit or cause to be deposited with the Escrow Agent sums sufficient to pay the Purchase Price, less the Earnest Money, and all other amounts necessary to satisfy Buyer's obligations with respect to closing the transactions contemplated herein. Subject to the closing conditions described in Section 9 below, Buyer shall cause the Escrow Agent to pay to Seller the remaining balance of the Purchase Price after adjustment for the prorations and credits set forth in this Agreement, by federal wire transfer in immediately available funds to such bank account(s) as Seller may designate.

4. **BUYER DUE DILIGENCE.**

4.1 Inspection Period. Commencing on the Effective Date, Buyer, its agents, employees and contractors, shall be entitled to enter upon the Property to perform inspections, evaluations, and tests of the Property, including, without limitation, surveys, test borings, environmental and geotechnical studies, examination and tests of any structural and mechanical systems and studies, zoning analysis, and of any and all other matters that Buyer desires to consider at Buyer's sole cost and expense (the "**Inspection Period**"). The Inspection Period shall expire on the ninetieth (90th) day after the later of the Sub-Parcel Completion Date (defined hereafter) and Ordinance Process Completion Date (as the same may be extended pursuant to Section 4.4 or 4.5 hereof. If the Inspection Period includes a federal holiday, said holiday shall not be counted toward the calculation of the date of expiration of the Inspection Period defined herein. Additionally, if the Inspection Period expiration date falls on a non-business day (a Saturday, Sunday or recognized federal holiday) then the expiration date shall extend forward to the next business day. Buyer will exercise reasonable efforts to cause all inspections to be conducted with as little disruption to the Seller's operation of the Property as is reasonably possible. Furthermore, Buyer agrees to indemnify and defend Seller against any damage to person or property directly resulting from Buyer's access to the Property prior to the Closing Date. If this Agreement is not terminated pursuant to Section 4, then such right of Buyer, its agents, employees, and contractors to enter upon the Property and to perform inspections and tests shall continue through the Closing Date.

4.2 Due Diligence Deliveries.

4.2.1 Environmental Reports. On the Effective Date, Seller shall provide Buyer with true and accurate copies of all environmental studies, assessments, findings associated with the Property, any known developments, all known and unmarked utilities, infrastructure, historical features, preserves, conservation reserve programs, and reservations associated with the Property to the extent the same are in Seller's possession or control or reasonably obtainable by Seller without cost or expense (collectively, the "**Environmental Reports**").

4.2.2 Contracts, Title Matters and Property Information. On the Effective Date, Seller shall provide Buyer with (i) copies of all service, equipment, supply, maintenance and other contracts in connection with the Property, including all of those listed in Exhibit D (the "**Contracts**"), (ii) to the extent in Seller's possession or control, all surveys, prior title insurance policies, plats, plans, reports, covenants, and conditions, and (iii) to the extent in Seller's possession or control or reasonably obtainable by Seller without cost or expense, all other materials regarding the Property as listed in Exhibit E attached hereto and made a part hereof (items listed in Subsection (ii) and (iii) hereunder referred to as "**Property Information**").

4.2.3 Septic and Well Systems. In the event there are any septic or well systems on the Property, Seller shall have (i) any septic system pumped and inspected, and (ii) any well system inspected, with a capacity investigation. Seller agrees to provide copies of the foregoing inspection report(s) for the system(s) to Buyer on or before that date which is five (5) days prior to the expiration of the initial Inspection Period. The Parties agree that Buyer may, in Buyer's sole discretion, give written notice to Seller prior to the expiration of the Inspection Period that the

remedial actions recommended or required for such system(s) be completed by Seller at Seller's expense as a condition to Closing.

4.3 Approvals. Seller and Buyer acknowledge and agree that the Property may require site plan, platting, lot consolidation, zoning, environmental, permits and any other approvals or actions with respect to the Intended Use (defined below) which are required from the proper utility provider and governmental or quasi-governmental authorities having jurisdiction over the Property with respect to the entitlement, design, development, construction, operation, and use of the improvements thereon, whether existing or proposed (collectively, the "**Approvals**"), and Buyer's analysis of the required Approvals shall be considered part of Buyer's due diligence investigation pursuant to this Section 4. From the Effective Date through the Closing Date, Seller covenants and agrees to reasonably cooperate with Buyer in good faith as may be necessary in connection with Buyer's pursuit of any Approval(s). As used herein, the term "**Intended Use**" shall mean the Buyer's intended use of the Property for storage (including outdoor storage), retail sales, commercial rental, and repair and maintenance of construction equipment, and general office and other business purposes incidental thereto, and for all related lawful purposes

4.4 Environmental Assessment. Buyer shall have the right, at Buyer's sole expense, to obtain a phase I environmental site assessment ("**Phase I**"). If as a result of the Phase I, Buyer or its representatives reasonably believe that a material environmental condition described in the Phase I warrants a phase II environmental site assessment ("**Phase II**"), Buyer shall have the right to proceed with the Phase II investigation, and the Inspection Period shall be extended for a period of thirty (30) days. The cost of the Phase II investigation shall be paid for by Seller.

4.5 Extension of Inspection Period. In addition to the Buyer's ability to extend for the completion of a Phase II investigation, Buyer shall have the option to extend, in its sole discretion, the Inspection Period for thirty (30) days upon written notice delivered to Seller or Seller's Broker and Escrow Agent, at any time on or before the expiration date of the then current Inspection Period.

4.6 Termination Option. If Buyer does not desire, in its sole discretion, to proceed with the purchase of the Property, Buyer shall so notify Seller or Seller's Broker (if any) and Escrow Agent, in writing, on or prior to the conclusion of the Inspection Period, and this Agreement shall terminate and be of no further force or effect, and Buyer shall receive a refund of the Earnest Money (less the Independent Contract Consideration) and the Parties shall be relieved of any and all liability under this Agreement, except such liability under this Agreement expressly stated herein to survive such termination.

5. TITLE AND SURVEY.

5.1 Title. Seller acknowledges that Buyer's inspection of the Property shall include review of the title to the Property. Within ten (10) business days of the Effective Date, Buyer shall

order, at Seller's sole expense, a title commitment (the "**Title Commitment**") for an owner's policy of title insurance (the "**Binder**") from the Title Company, pursuant to which the Title Company shall agree upon the Closing Date to insure good, marketable and indefeasible fee simple title to the Property in the name of Buyer for the full amount of the Purchase Price. The Binder shall provide for the issuance of a final title insurance policy (the "**Title Policy**"), free and clear of all liens, easements, licenses, restrictions, leases, tenancies, mineral leases, reservations or severances, covenants, limitations, and exceptions, except for the applicable Permitted Exceptions. The term "**Permitted Exceptions**" shall mean (a) all matters set forth in the Title Commitment or the Survey (as defined below) which are not timely objected to by Buyer as provided in Section 5.3 or Section 5.4 below, and (b) any matters which Buyer timely objects to pursuant to Section 5.3 or Section 5.4 but are thereafter waived by Buyer.

5.2 Survey. On the Effective Date, Seller shall deliver any survey in Seller's possession (or reasonably obtainable by Seller without cost or expense) to Buyer in accordance with Seller's obligation to deliver the Property Information set forth above. Within ten (10) business days of the Effective Date, Buyer, at Buyer's sole expense, may order an updated survey of the Property conforming to the Minimum Standard Detail Requirements for an ALTA/ACSM survey (the "**Survey**").

5.3 Title and Survey Objections. No less than five (5) days prior to the end of the Inspection Period, as may be extended hereunder, (herein the "**Title and Survey Review Period**"), Buyer may object in writing to any liens, encumbrances, and other matters reflected by the Title Commitment or Survey. All such matters to which Buyer so objects will be "**Non-Permitted Exceptions**"; if no such objection notice is given during the Title and Survey Review Period, except as otherwise provided below, all matters reflected by the Survey and Title Commitment will be "**Permitted Exceptions**." Seller may, but will not be obligated to, at its sole cost and expense, cure, remove or insure around all Non-Permitted Exceptions and give Buyer written notice thereof within five (5) days after receipt of Buyer's title objection letter; provided, however, Seller, at its sole cost and expense, will be obligated to cure, remove or insure around by Closing all mortgages, deeds of trust, judgment liens, mechanic's and materialmen's liens, and other liens and encumbrances against the Property (other than liens for taxes and assessments that are not delinquent) that secure indebtedness and can be removed by payment of a liquidated sum of money (collectively, "**Mandatory Cure Items**"), regardless of whether Buyer objects thereto during the Title and Survey Review Period, and all such matters will be deemed Non-Permitted Exceptions. If Seller agrees to cure the Non-Permitted Exceptions and, thereafter, Seller does not timely cause all of the Non-Permitted Exceptions which Seller agreed to cure to be removed, cured or otherwise omitted from Buyer's Title Commitment and timely deliver written notice thereof to Buyer, Buyer may, either (a) terminate this Agreement and recover the Earnest Money (less the Independent Contract Consideration) by providing written notice of termination to Seller, and Seller shall reimburse Buyer for its actual, documented, out-of-pocket expenses incurred in relation to the acquisition of the Property not to exceed Fifteen Thousand Dollars (\$15,000.00) and, thereafter, neither Buyer nor Seller shall have any obligations under this Agreement except those that expressly survive the

Closing or termination of this Agreement, or (b) elect to purchase the Property subject to the Non-Permitted Exceptions (other than liens that Seller is obligated to cure, remove or insure around), in which event the Non-Permitted Exceptions (other than the Mandatory Cure Items) subject to which Buyer elects to purchase the Property shall thereafter be Permitted Exceptions, and the cost to cure, remove or insure around Mandatory Cure Items shall either be paid by Seller out of the Purchase Price, or paid by Buyer and credited towards the Purchase Price.

5.4 New Title Matters. If, after the expiration of the Title and Survey Review Period and prior to Closing, the Title Company issues a supplement or amendment to the Title Commitment which includes new title exceptions (each a **"Title Update"**), Buyer shall have five (5) days after it receives such Title Update together with any new documents or instruments described therein that were not previously referenced in the Title Commitment and/or the Survey (**"Additional Title Documents"**) to (i) review such Title Update and such Additional Title Documents, and (ii) provide Seller written notice of Buyer's objections thereto as provided below. Buyer shall only have the right to object to a new matter revealed or described in such Title Update and/or such Additional Title Documents, as the case may be, to the extent a new matter described therein (i) was not of record as of the effective date/time of the Title Commitment, and (ii) affects the value and/or use of the Property as determined in Buyer's sole discretion (**"Permitted Supplemental Title Objections"**). Notwithstanding the foregoing, in no event shall a new title exception that is recorded against the Property as a result of activities conducted on the Property by or on behalf of Buyer be considered a Permitted Supplemental Title Objection. Prior to 5:00 p.m. (CST) on the last day of such five (5) day period, Buyer shall provide Seller written notice of any Permitted Supplemental Title Objections to which it objects (**"Objectionable New Title Matters"**). Provided Seller receives timely written notice of the Objectionable New Title Matters, (i) Buyer and Seller shall work together in good faith to address the Objectionable New Title Matters for a period of ten (10) days (the **"Title Objection Workout Period"**) after Seller's receipt of such notice, and (ii) to the extent any such Objectionable New Title Matters are not resolved within the Title Objection Workout Period despite the good faith efforts of each of the Parties, and provided such matters were not the result of Buyer's actions, Buyer may elect to terminate this Agreement by providing Seller written notice of termination prior to 5:00 p.m. (CST) on the last day of the Title Objection Workout Period. In the event Buyer terminates this Agreement as provided in this Section, Buyer shall be entitled to receive a full refund of the Earnest Money (less the Independent Contract Consideration) within five (5) business days of written receipt by the Escrow Agent of a copy of such notice of termination along with a written request from Buyer for the Earnest Money (with a copy going to Seller) and Seller shall reimburse Buyer for its actual, documented, out-of-pocket expenses incurred in relation to the acquisition of the Property not to exceed Fifteen Thousand Dollars (\$15,000.00), neither Party shall have any further obligations under this Agreement other than the obligations which are expressly stated to survive the termination of this Agreement. Any new matters revealed or described in such Title Update and/or such Additional Title Documents that either (i) are not Permitted Supplemental Title Objections, or (ii) are not included in a notice of Objectionable New Title Matters received by Seller in a timely manner, shall be deemed approved by Buyer and shall be deemed Permitted Exception. Notwithstanding anything to the contrary contained in this Section,

except with regard to the Title Objection Workout Period, the Closing Date shall not be extended as a result of Buyer's receipt of any Title Update and/or Additional Title Documents.

5.5 Sub-Parcel of Property. Seller shall, at Seller's sole cost and expense, obtain approval from the Chaves County of the final plat of subdivision according to the proposed depicted boundary as outlined in Lot 1 on Exhibit "A", with satisfaction of applicable requirements of all governmental entities having jurisdiction and recordation of the final plat of the Subdivision in the property records of the county in which the Property is located (the "**Sub-Parcel Completion Date**") on or before the date which is ninety (90) days after the Effective Date. Upon receipt of the recorded subdivision plat, Seller shall provide written notification to Buyer of its completion of the required subdivision process along with copies of all recorded documents. Buyer may terminate this Agreement if Seller has not satisfied this contingency within ninety (90) days following the Effective Date.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller's Representations and Warranties. The following covenants, representations and warranties of Seller shall, in all material respects, be true and correct when made and also be true and correct on and as of the Closing Date with the same force and effect as though made and repeated as of the Closing Date. Seller covenants, represents, and warrants to Buyer, with the knowledge that Buyer is relying upon such covenants, representations, and warranties as inducement to enter into and execute this Agreement as follows:

6.1.1 Authority. Seller is a municipal corporation formed pursuant to the requirements of Section 3-2-4 NMSA (1978) and is following the procedures set forth in Section 3-54-1 NMSA (1978) giving it the authority to sell the Property. Seller has the right to execute this Agreement and to sell the Property without obtaining the consent, approval, release, or signature of any other party. The signatories hereto on behalf of Seller have been duly authorized to execute and deliver this Agreement. Following passage of the sale Ordinance and forty-five (45) day waiting period, Seller has full power to consummate the transaction described in this Agreement. Following passage of the sale Ordinance and forty-five (45) day waiting period ("**Ordinance Process Completion Date**"), the execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction described herein will instantly have full legal effect and will be validly authorized by all necessary action and the observance of all required formalities on the part of Seller such that this Agreement constitutes a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

6.1.2 No Claims of Others. Seller has not entered into any contract, agreement or option, other than this Agreement, granting to any party the option or right of any kind either at law or in equity capable of becoming an agreement to purchase the Property that remains in effect. No person or other entity now has or will have at the Closing any lease, license, occupancy agreement, purchase option and/or other right of any kind either at law or in equity capable of becoming an

agreement to otherwise affect title to the Property and no party has or will have any right of adverse possession regarding the Property. The execution and delivery of this Agreement, and the transactions contemplated herein do not require any third-party consent.

6.1.3 No Litigation. There is not, nor shall there be as of the Closing Date, any litigation filed or pending brought by a third party or parties against Seller seeking to restrain or prevent the transaction contemplated hereby or to obtain damages in connection with the transaction. There is no action, suit, arbitration, unsatisfied order or judgment, lis pendens, government investigation or proceeding (including, without limitation, condemnation or eminent domain proceedings) pending or, to Seller's knowledge, threatened against Seller or the Property. There are no property tax appeals pending with respect to the Property. Seller has not been the subject of any filing of a petition under the Federal Bankruptcy Law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors.

6.1.4 No Condemnation. There are no pending or, to Seller's knowledge, threatened condemnation, eminent domain, or similar proceedings with respect to all or any portion of the Property.

6.1.5 Environmental Matters. No Hazardous Substances (as defined below) have been generated, stored, released, discharged, or disposed of, from or on the Property in violation of any Environmental Law (as defined below). "**Hazardous Substances**" shall mean any and all pollutants, contaminants, toxic or hazardous wastes or any other substances that pose a hazard to health or safety, the removal of which is required by, or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is, prohibited or penalized under any Environmental Law. "**Environmental Law**" shall mean any law, ordinance, rule, regulation or order relating to pollution or substances or materials which are considered to be hazardous or toxic, including, without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Toxic Substances Control Act, the Emergency Planning and Community Right to Know Act, and any state and local environmental law. Seller shall indemnify, defend, and hold harmless Buyer, its principals, officers, directors, agents, and employees, from and against all claims, expense, damage, loss, or liability arising out of or relating to the existence at, on or below the Property of any Hazardous Substances to the extent furnished or delivered to the Property prior to Closing. Seller further represents and warrants that it has not and to the best of its knowledge no other entity or person has, at any time installed, used or removed any storage tank or well on or in connection with the Property and there are not now and will not be on the Closing Date any storage tank or well on, in or near the Property.

6.1.6 No Conflict. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transaction contemplated hereby will (i) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage,

indenture, license, agreement or other instrument or obligation to which Seller is a party or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Seller.

6.1.7 No Violations. Seller has not received any written notice from any municipal, county, state, or other governmental authority of any violation of any statutes, codes, ordinances, rules, or regulations with respect to the Property including, without limitation, any laws, zoning ordinances or building rules or regulations affecting and currently outstanding against the Property. To Seller's knowledge, (i) the Property is not subject to any easements, covenants, conditions, restrictions, agreements, liens or encumbrances not of record; (ii) Seller is not in default of any easements, covenants, conditions, restrictions, agreements, liens or encumbrances; and (iii) Buyer's Intended Use would not be adversely impacted by or prohibited by any easement, covenant, condition, restriction, agreement, lien or encumbrance that will continue to encumber the Property after Closing. Neither the execution and delivery of this Agreement nor the consummation by Seller of the transaction contemplated hereby will violate any order, injunction, decree, statute, rule, or regulation applicable to Seller or any of the Property.

6.1.8 Land Use Regulation. To Seller's knowledge, there are no zoning or other land use regulation proceedings, either instituted or planned to be instituted, which could detrimentally affect the use or operation of the Property for its Intended Use or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

6.1.9 PATRIOT Act. Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury ("OFAC") (including those named on the OFAC's Specially Designated and Blocked Persons List (the "List")) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism (the "Order")), or other governmental action.

6.1.10 Bankruptcy. Seller has not (a) commenced a voluntary case with respect to it or its assets, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (b) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator, or similar official in any federal, state, or foreign judicial or non-judicial proceeding, to hold, administer and/or liquidate all or substantially all of its assets, or (c) made a general assignment for the benefit of creditors.

6.1.11 Flood Zone. The Property is not located in a flood zone pursuant to the Federal Flood Disaster Protection Act which would require special insurance, and that the Seller has

not received any notices from any insurance companies that would adversely affect the insurability of the Property.

6.1.12 Documents. The documents, information and materials furnished by Seller to Buyer pursuant to this Agreement shall be true, correct, and complete in all material respects, and such documents, information and materials shall not have been supplemented, amended, or modified in any manner whatsoever, other than as indicated on such documents, information, and materials.

6.1.13 Easements and Rights-of-Way. No easements or rights-of-way are required across the property of any adjoining landowner or Seller for the ownership, use or occupancy of the Property or any portion thereof, or for ingress to or egress from the Property or any portion thereof, except for easements or rights-of-way which are recorded.

6.1.14 Limitations on Development. Seller has received no notice, and is not otherwise aware, of any prohibition, restriction, or limitation on the development of the Property set forth in any agreement, covenant, or other written instrument affecting the Property which is not recorded.

6.1.15 Default Under Contracts. (a) Seller is not in default under any of the Contracts and hereby agrees to correct any defaults that are not contested arising prior to the Closing Date, and (b) no contractor is in default under any Contract and no contractor has asserted, nor are there, any defenses on the part of such contractor which would exist after the Closing Date based upon any defaults by Seller under a Contract. Seller has delivered to Buyer copies of all of the Contracts currently in effect with respect to the Property entered into by or on behalf of Seller, as listed on the List of Contracts attached hereto and incorporated herein as Exhibit D.

6.1.16 Governmental Approvals. Seller holds such certificates of occupancy, licenses, approvals, and other certificates, permits, franchises and rights, from all governmental authorities having jurisdiction, which are necessary for the operation, use and occupancy of the Property, all of which are validly issued, extant, subject to no successful contest or appeal, and in full force and effect.

6.1.17. Insurance Reports. No notice has been given by any insurance company which has issued a policy with respect to any portion of the Property or by any Board of Fire Underwriters (or other body exercising similar functions) claiming any defects or deficiencies or requesting the performance of any repairs, replacements, alterations, or other work.

6.1.18 Insurance Coverage. (i) Seller carries fire and extended coverage insurance on the Property in adequate amounts to replace the improvements on the Property (without deducting for depreciation), and such insurance is in full force and effect, and (ii) between the date hereof and the Closing Date, Seller will continue to maintain such insurance in full force and effect.

6.1.19 Correctness of Representations and Warranties. No representation, warranty or covenant by Seller in this Agreement, or any statement, certificate, or schedule made, furnished, or to be furnished to Buyer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements contained therein not misleading.

6.1.20 Survival. The representations and warranties made by Seller in this Section 6.1 shall survive the Closing.

6.2 Seller's Covenants.

6.2.1 Maintenance of Property. Between the Effective Date and the Closing Date, the Property will be operated and managed by or on behalf of Seller in a commercially reasonable manner substantially consistent with the way the Property is presently being operated and managed, and Seller shall not delay or defer any repair, replacement, or maintenance issues. Until Closing, Seller shall also promptly pay all obligations incurred by it in connection with the Property.

6.2.2 Contracts.

6.2.2.1 New Contracts. Between the Effective Date and the Closing Date, Seller will not, without the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion: (a) execute any new contract affecting the Property, or any part thereof; or (b) materially amend any of the existing Contracts listed on Exhibit D if such new Contract or amendment will be binding on Buyer following Closing (referred to individually as a "New Contract"). Seller shall terminate, effective not later than the Closing Date, each New Contract entered into without written consent of Buyer or for which Buyer's consent was conditioned upon such termination.

6.2.2.2 Cancellation of Existing Contracts, including but not limited to Property Management Agreement. Seller will terminate as of the Closing Date the existing Contracts listed on Exhibit D, including but not limited to Seller's current property management agreement, if any, with respect to the Property.

6.2.3 Notices. Seller shall furnish to Buyer copies of any and all notices which it receives from any party, any governmental agency or any insurer with respect to the Property or any portion thereof within two (2) business days after Seller's receipt thereof.

6.2.4 No Changes to Property. There will not be, prior to the Closing Date, any change made, caused to be made, by Seller or the agents or employees of Seller, to the condition of the Property; provided, however, Seller shall remove any and all of its tangible personal property from the Property that is not included in the Personal Property.

6.2.5 Negative Covenants. From the Effective Date until the Closing Date, Seller shall not take any of the following actions: (a) make or permit to be made any material alterations to or upon the Property; (b) grant any liens or encumbrances upon the Property that will not be discharged upon the Closing; or (c) remove or permit the removal from the Property of any fixtures except as otherwise provided in this Agreement or approved by Buyer.

6.2.6 Listings and Other Offers. Seller will not list the Property with any broker or otherwise solicit or make or accept any offers to sell the Property, engage in any discussions or negotiations with any third party with respect to the sale or other disposition of the Property, or enter into any contracts or agreements (whether binding or not) regarding any disposition of the Property.

6.3 Buyer's Representations and Warranties. The following covenants, representations and warranties of Buyer shall, in all material respects, be true and correct when made and also be true and correct on and as of the Closing Date with the same force and effect as though made and repeated as of the Closing Date. Buyer covenants, represents, and warrants to Seller, with the knowledge that Seller is relying upon such covenants, representations, and warranties as inducement to enter into and execute this Agreement as follows:

6.3.1 Authority. Buyer is a duly formed and operating Texas corporation and is qualified to do business in the state where the Property is located. Buyer has the right to execute this Agreement and to purchase the Property without obtaining the consent, approval, release, or signature of any other party. The signatories hereto on behalf of Buyer have been duly authorized to execute and deliver this Agreement and to bind Buyer hereto. Buyer has full power to consummate the transaction described in this Agreement, the execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transaction described herein has been duly and validly authorized by all necessary action and the observance of all required formalities on the part of Buyer such that this Agreement constitutes a valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

6.3.2 No Conflict. Neither the execution and delivery of this Agreement nor the consummation by Buyer of the transaction contemplated hereby will (i) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Buyer is a party, or (ii) violate any order, injunction, decree, statute, rule or regulation applicable to Buyer.

6.3.3 PATRIOT Act. Neither Buyer nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on the List) or under any statute, executive order (including the Order), or other governmental action.

7. **AS IS PURCHASE.** EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE DOCUMENTS DESCRIBED IN SECTION 8 HEREOF, BUYER IS ACQUIRING THE PROPERTY IN ITS "AS IS" CONDITION, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, ALL OF WHICH ARE HEREBY WAIVED AND DISCLAIMED BY BUYER.

8. **THE CLOSING.**

8.1 **Date of Closing.** The date of the closing contemplated by this Agreement (the "**Closing**") shall be by agreement of the Parties and shall occur no later than fifteen (15) days after the waiver or expiration of the Inspection Period (as may be extended) (the "**Closing Date**").

8.2 **Closing Deliveries.** On the Closing Date, Seller shall execute and deliver to the Title Company (as required), and Buyer shall execute and deliver to the Title Company (as required) the following:

8.2.1 Buyer shall deliver to the Title Company the Purchase Price, less the Earnest Money, if any, and any other adjustments described herein by wire transfer of readily available funds.

8.2.2 Seller shall execute and deliver to the Title Company a general warranty deed (the "**Warranty Deed**"), in recordable form, duly executed by Seller, conveying to Buyer fee simple title to the Real Estate, subject only to the Permitted Exceptions and a bill of sale and assignment conveying the Personal Property and other rights associated with the Property (the "**Bill of Sale and Assignment**") substantially in the form attached hereto as Exhibit F.

8.2.3 Seller shall deliver to the Title Company such evidence of Seller's authority to enter into this transaction which is reasonably required by the Title Company. Buyer shall deliver to the Title Company such evidence of Buyer's authority to enter into this transaction which is reasonably required by the Title Company.

8.2.4 Seller shall execute and deliver an affidavit and/or gap indemnity as is customary for the Title Company to remove its standard printed exceptions relating to, among other things, "gap" indemnities, construction liens and rights of parties in possession to permit the Title Company to date the Title Policy no earlier than the date and time of recordation of the Warranty Deed.

8.2.5 Seller shall deliver to the Title Company an affidavit stating that Seller is not a "Foreign Person" within the meaning of the Internal Revenue Code.

8.2.6 If applicable, any real property transfer declarations required by the jurisdiction(s) in which the Property is located.

8.2.7 Seller shall deliver to the Buyer keys to all locks and the combination to any safe located on the Property.

8.2.8 Seller and Buyer shall execute and deliver to the Title Company a closing statement prepared by the Title Company showing debits and credits to the Purchase Price in accordance with the terms of this Agreement, with prorations calculated as of the Closing Date.

8.2.9 Seller shall deliver all appropriate original instruments of transfer or assignment (including any required consent or waiver required to be executed by third parties) with respect to any Contracts, licenses, leases, etc. being transferred to Buyer hereunder in order more fully to affect any such transfer of Property hereunder as well as all appropriate terminations of Contracts, licenses, leases, etc. that Buyer does not intend to assume.

8.2.10 Seller and/or Buyer shall execute and deliver such other documents as may be required by the terms of this Agreement, or as may reasonably be necessary in order to consummate the transactions contemplated by this Agreement.

8.3 Prorations and Expenses. The following matters shall be apportioned and adjusted between Seller and Buyer as of the Closing Date.

8.3.1 Taxes. On or before the Closing Date, Seller shall pay any and all past due city, state, county, school, ad valorem real property taxes, assessments and other related charges and levies with respect to the Property and any and all interest or penalties thereon (“**Taxes**”). All Taxes assessed with respect to the Property for the year prior to the year that the Closing occurs shall be the responsibility of Seller and shall be paid from Seller proceeds at the Closing to the extent such Taxes have not yet been paid prior to the Closing. All Taxes assessed with respect to the Property for the year that the Closing occurs shall be prorated as of 11:59 p.m. local time the day preceding the Closing Date (with such apportionment based upon the most recent tax rate and assessment), and Buyer shall receive a credit against the Purchase Price for Seller’s pro rata portion of such Taxes and Buyer will pay such Taxes when due. Seller shall be responsible for and pay or cause to be paid all personal property taxes and assessments relating to the period Seller owns the Property, whether or not due and payable at the time of the Closing. Should any prorations under this Section be inaccurate based on the actual ad valorem real property tax bill, either party may demand after the Closing Date, and will receive within thirty (30) business days after written notice, a payment correcting any malapportionment favoring the other party. Installments for Taxes not due and payable at the time of the Closing, but which are the responsibility of Seller under this Section, shall be allocated to Buyer as a credit against the Purchase Price and shall reduce the cash payment required to be made by Buyer at Closing and Buyer will pay the taxes when due.

8.3.2 Special Assessments. If, at the Closing, the Property or any part thereof shall have been affected by a special assessment or assessments, which are payable in annual installments, the first installment of which is then a lien, then all the unpaid installments of any such special assessment due and payable in calendar years prior to the year in which the Closing occurs shall be paid by Seller and all installments becoming due and payable after the Closing shall be assumed and paid by Buyer, except, however, that any installments due and payable in the calendar year in which the Closing occurs shall be adjusted pro rata. However, if such a special assessment or assessments shall be due in one lump sum payment, then to the extent such special assessment(s) is for improvements in place as of the Closing Date, then such special assessment(s) shall be paid by Seller at or prior to the Closing but if such special assessment(s) is for improvements to be made after Closing, then the same shall be paid by Buyer.

8.3.3 Utility Charges. Seller shall pay all water, sewer, and utility charges, and other operating expenditures through the day before the Closing Date. If final readings have not been taken, estimated charges shall be prorated between the Parties and appropriate credits given, and post-closing adjustments shall be made when the actual billings are received.

8.3.4 Expenses.

8.3.4.1 Seller shall pay for: (i) all fees for title searches and the premium for the Title Commitment and a standard coverage Owner's Policy of Title Insurance in the amount of the Purchase Price; (ii) the expenses related to preparing title corrective instruments and the costs of recording any title corrective instruments; (iii) one-half of any escrow and closing fees charged by the Title Company; (iv) any revenue, documentary and/or transfer taxes due in connection with the transfer of the Property; (v) any other expense expressly allocated to Seller hereunder; and (vi) the expenses related to preparing the Warranty Deed, real property transfer declarations, any document needed to release the Seller Encumbrances and Seller's other conveyance documents at or prior to the Closing.

8.3.4.2 Buyer shall pay for (i) the fees and disbursements of Buyer's counsel; (ii) all due diligence costs and expenses of Buyer (except to the extent specifically allocated to Seller hereunder) including the costs of any inspecting architect, engineer, environmental consultant and other consultants; (iii) the premium for any endorsements to and/or extended coverages under the Title Commitment required by Buyer or Buyer's lender and any loan policy, UCC, bankruptcy, judgment, litigation and similar search; (iv) all costs of any financing obtained by Buyer including title charges and loan title policy premiums, recording fees and charges and taxes related thereto; (v) one-half of any escrow and closing fees charged by the Title Company; and (vi) the costs of recording the Warranty Deed and any real property transfer declarations.

8.3.5 Specific State or Local Transfer Requirements. Seller shall be responsible for complying (at its expense) with any local or state law requirements (including any required inspections) which are conditions for the conveyance of real property.

This Section 8.3 shall survive the termination of this Agreement or the Closing of this transaction and not be merged therein.

9. CONDITIONS TO CLOSING

9.1 Buyer's Conditions. In addition to the other conditions to be satisfied or waived by Buyer pursuant to this Agreement, Buyer's obligation to consummate the Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Buyer) of the following conditions on and as of the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver from Buyer to Seller.

9.1.1 Seller shall have performed and satisfied its obligations under this Agreement in all material respects, including, without limitation, the Closing Deliveries set forth in Section 8.2.

9.1.2 The representations and warranties of Seller shall be true and correct in all material respects as of the Closing with the same force and effect as if such representations and warranties had been made on and as of such date and Seller shall have delivered to Buyer at the Closing a certificate providing that each and every representation and warranty of Seller expressed in this Agreement shall be true, complete and accurate in all material respects as of the Closing Date.

9.1.3 The Title Company shall have committed unconditionally to issue (effective as of the date and time of the recording of the Warranty Deed) to Buyer the Title Policy insuring the Real Estate, in an aggregate amount at least equal to the Purchase Price, insuring that title to the Real Estate is marketable, free and clear of all liens, encumbrances, easements, conditions and other matters affecting title other than the Permitted Exceptions.

9.1.4 There shall not be pending or threatened as of the Closing Date any litigation or governmental proceedings of any nature affecting the Property or any portion thereof.

9.1.5 The Property shall be free and clear of all written notices of violations of governmental laws, ordinances, rules and regulations and any orders issued by any public authority having jurisdiction over the Property.

9.1.6 Seller shall have maintained and kept the Property (including the grounds thereof) in substantially the same condition as existed as of the end of the Inspection Period, normal wear, tear, obsolescence, and casualty excepted.

9.2 Seller's Conditions. Seller's obligation to consummate Closing pursuant to this Agreement is conditioned upon the satisfaction (or waiver by Seller) of the following conditions on and as of the Closing Date. Each condition may be waived in whole or in part only by written notice of such waiver from Seller to Buyer.

9.2.1 Buyer shall have performed and satisfied its obligations under this Agreement in all material respects, including, without limitation, the Closing deliveries set forth in Section 8.2.

9.2.2 The representations and warranties of Buyer shall be true and correct in all material respects as of Closing.

10. **BUYER'S POSSESSION.** Seller shall deliver possession of the Property to Buyer at the Closing, free and clear of any tenants, occupants, and personal property (to the extent not included in the Personal Property).

11. **RISK OF LOSS, CONDEMNATION, AND INSURANCE.** Until the Closing, the risks of ownership and loss of the Property shall be borne solely by Seller. If prior to the Closing the Property is damaged by fire or other casualty or is taken in whole or in part by condemnation or other exercise of the power of eminent domain, or any notice thereof is given, Seller shall promptly notify Buyer, who shall have ten (10) business days after receipt of Seller's notice within which to elect to (a) terminate this Agreement and receive a refund of the Earnest Money (less the Independent Contract Consideration), in full termination of any and all liabilities and rights of Buyer and Seller under this Agreement (except those expressly stated herein to survive such termination), or (b) proceed to Closing and receive the proceeds of any insurance or condemnation award or payment.

12. **NOTICES.** All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement shall be in writing and given by any one of the following: (a) hand delivery; (b) express overnight delivery service; (c) certified or registered mail, return receipt requested; or (d) email transmission, and shall be deemed to have been delivered upon (i) receipt, if hand delivered; (ii) the next business day, if delivered by a reputable express overnight delivery service; (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested; or (iv) on the date of electronic transmittal, if delivered by email transmission; provided, however, any notices of breach or default of either party under this Agreement shall only be deemed delivered if provided by means of (i), (ii) or (iii) above. Notices shall be provided to the parties and addresses (or electronic mail addresses) specified below:

To Seller:

Email Notice:

h.yntema@roswell-nm.gov

Required Notice:

City Attorney's Office
500 N. Main Street, Suite 100

Roswell, NM 88201

With a copy to:

j.vickers@roswell-nm.gov
t.verciglio@roswell-nm.gov

To Buyer: Equipmentsshare.com Inc
Attn: Caleb Cushman
1428 Chestnut St., Suite 110
Chattanooga, TN 37402
Caleb.Cushman@equipmentsshare.com

With copy to: Equipmentsshare.com Inc
Attn: Real Estate Counsel
5710 Bull Run Drive
Columbia, MO 65201
legal.general@equipmentsshare.com

To Escrow Agent: Fidelity National Title Insurance Company
Attn: Kelli Vos
1 East Washington Street, Suite 450
Phoenix, AZ 85004
Kelli.vos@fnf.com
P: (602)343-7572

or to such other address or such other person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above.

13. **BROKERS.** Seller and Buyer each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder in connection with this Agreement, and that no one is entitled to any commission or finder's fee in connection herewith. Seller and Buyer do each agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

14. **DEFAULT.**

14.1 **Buyer's Default.** In the event Buyer does not terminate this Agreement as permitted herein and then fails to consummate the Closing of the purchase and sale contemplated by this Agreement within the time or times specified herein, and Buyer fails to cure such default on its part within fifteen (15) days following Buyer's receipt of written notice of such default from Seller, then Seller, as full liquidated damages for such breach or default, may terminate this Agreement and receive the Earnest Money, as Seller's sole and exclusive remedy at law, in equity or under this Agreement, the Parties hereto acknowledging that it is impossible to more precisely estimate the damages to be suffered by Seller upon Buyer's failure to consummate the purchase and sale contemplated by this Agreement. Upon such termination, all obligations of the Parties hereunder shall terminate (except those that expressly survive such termination) without further liability on the part of either party to the other.

14.2 **Seller's Default.** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by Seller and Seller fails to cure such default on its part within fifteen (15) days following Seller's receipt of written notice of such default from Buyer, then Buyer may, as its sole and exclusive remedies, (i) waive the applicable default and continue the transactions contemplated by this Agreement; (ii) enforce specific performance of Seller's obligations; or (iii) terminate this Agreement, in which case the Earnest Money (less the Independent Contract Consideration) shall be returned to Buyer and all obligations of the Parties hereunder shall terminate (except those that survive such termination) without further liability on the part of either party to the other, and, in addition to the return of the Earnest Money to Buyer, Buyer shall receive reimbursement of its actual, documented, out-of-pocket expenses in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00), the same being deemed Buyer's damages on account thereof, the exact amount of damages to be suffered by Buyer on account of any such default being difficult if not impossible to ascertain and Buyer and Seller agreeing that such amount is a reasonable approximation of the damages to be suffered by Buyer on account thereof.

14.3 **Remedies Exclusive.** By the express agreement of the Parties, the remedies set forth in this Section 14 constitute the sole remedies at law or in equity available to the Parties, as the case may be, on account of the other party's breach of its obligations to close under this Agreement, provided, however, to the extent any terms or provisions of this Agreement are specifically intended to survive the Closing and delivery of the Warranty Deed or the termination of this Agreement, Buyer shall have all remedies with respect thereto as may be available at law or in equity. In no event, however, shall either party to this Agreement be liable for any special, indirect, or punitive damages.

15. **FURTHER ASSURANCES.** After the Closing, Seller and Buyer each agree to perform such other acts, and to execute, acknowledge and deliver, such other instruments, documents and other materials as the other may reasonably request (at no cost or liability to the performing party) and as shall be necessary in order to effect the consummation of the transactions contemplated by this Agreement or to provide further assurances of any transfer, conveyance or assignment made

pursuant to this Agreement. The provision of this Section 15 shall survive the Closing for a period of one (1) year.

16. **BINDING EFFECT.** This Agreement shall be deemed a covenant running with the title to the Real Estate and shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, personal representatives, successors, and assigns.

17. **MISCELLANEOUS.**

17.1 **Counterparts; Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, the undersigned agree that the transmission of this Agreement via e-mail in a ".pdf" or other electronic format shall be deemed transmission of the original Agreement for all purposes. The Parties further consent and agree that this Agreement may be signed by a properly authorized individual using electronic signature technology (e.g., via DocuSign or similar electronic signature method) and transmitted by e-mail of a .pdf document and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. An electronic signature transmitted in accordance herewith, shall be deemed in compliance with the U.S. Electronic Signatures in Global and National Commerce Act ("ESIGN") and the Uniform Electronic Transactions Act ("UETA").

17.2 **Applicable Law and Service of Process.** This Agreement shall be governed by, and construed with, the laws of the applicable state in which the Property is located, without giving effect to any state's conflict of laws principles. Service of any summons and complaint or other process in any such action or proceeding may be made by registered or certified mail and directed to a party hereto at the addresses set forth herein, the Parties hereto hereby waiving personal service thereof.

17.4 **Waiver of Jury Trial.** Buyer and Seller each hereby agree not to elect a trial by jury of any issue triable by jury and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this agreement or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by Buyer and Seller and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Seller or Buyer, as applicable, is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by Buyer or Seller, as applicable. The provisions of this Section shall survive termination of this Agreement or the Closing and conveyance of title to the Property.

17.5 **1031 Exchange.** Either party may exchange the Property in a like-kind exchange under Section 1031 of the Internal Revenue Code. Each party agrees to execute such documents in a form satisfactory to the requesting party necessary to consent to the assignment of the requesting

party's rights under this Agreement to a qualified intermediary and to acknowledge receipt of notice of such assignment, provided that the requesting party bears all expenses incurred in connection with such Section 1031 exchange, and provided that such assignment shall not release the requesting party from any obligations under this Agreement or the continued accuracy of any representations and/or warranties made under this Agreement, that the non-requesting party shall not be required nor requested to take title to any property other than the Property or negotiate or bargain for the acquisition of replacement property, that the non-requesting party shall incur no additional cost or expense in the transaction contemplated by this Agreement, or be under any other obligation with respect to the exchange; and, provided, further, that in no event shall the requesting party's exchange delay the Closing of the transaction contemplated by this Agreement without the non-requesting party's consent and, in the event the requesting party does not arrange for such exchange, the transaction contemplated by this Agreement shall nevertheless be consummated as a sale and purchase. Each requesting party shall indemnify and hold the non-requesting party harmless in all respects with regard to this Section, which indemnification shall survive the Closing. Pursuant and subject to this Section, either party may assign their interests under this Agreement as may be necessary to complete and consummate a 1031 exchange.

17.6 Entire Agreement; Amendment; Nonwaiver. This Agreement and the Exhibits to this Agreement sets forth all of the covenants, representations, warranties, agreements, conditions and undertakings between the Parties to this Agreement with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent, or discharge is sought. The failure of either party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

17.7 Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

17.8 Time of Essence; Calculation of Days. Time is of the essence of each and every obligation set out in this Agreement. In the event that any date described in this Agreement for the performance of an action required hereunder by Seller and/or Buyer falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. As

used in this Agreement, the term “**business day**” means a day that is not a Saturday, Sunday, or federal legal holiday.

17.9 Assignability. Buyer shall have the right to assign this Agreement to any third party or parties and no consent on the part of Seller shall be required for such assignment, provided however, that any such assignment shall not relieve Buyer of its liabilities and obligations hereunder.

17.10 Consequence of Agreement. This Agreement does not constitute an agreement of partnership or joint venture and does not authorize the Seller to act as an agent for the Buyer for any purpose nor authorize the Buyer to act as an agent for the Seller for any purpose.

17.11 Confidentiality.

17.11.1 Buyer Confidential Information. Seller agrees to maintain as confidential the terms of this Agreement and all confidential information received by Seller in connection with this Agreement. In the event that Seller is compelled, requested or required (orally or in writing) by a regulatory authority, law, regulation, rule, judicial order, oral questions, requests for information or documents, interrogatories, subpoena, court order, deposition, administrative proceeding, inspection, audit, civil investigative demand, formal or informal investigation by any government authority or agency or other similar legal process to disclose any confidential information that it received from Buyer, Seller shall provide to Buyer, in writing, prompt notice prior to any disclosure (if legally permissible and practicable) of any such request or requirement so that Buyer may, at its own cost, intervene and seek an appropriate protective order or other remedy. For purposes of this Section, Buyer’s confidential information includes: (i) the terms and provisions of this Agreement, (ii) any and all information received by or in the possession of Seller relating to Buyer’s business which is either non-public, confidential or proprietary, or (iii) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer in regard to the use of the Property.

17.11.2 Seller Confidential Information. All information, studies and reports relating to the Property obtained by Buyer, either by observations or examinations of Buyer’s agents or disclosed to Buyer or Buyer’s agents by Seller, shall remain strictly confidential, and shall not be disclosed to anyone other than Buyer, Buyer’s agents or Buyer’s prospective investors or lenders directly involved in the purchase of the Property and shall be used by Buyer solely to evaluate the purchase of the Property or to arrange financing in connection with the purchase or improvement of the Property, except for the information that: (a) is or will be in the public domain; (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by Buyer to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section.

17.12 Exclusivity. From the date of this Agreement until the expiration of the Inspection Period or the termination of this Agreement, Seller will not directly or indirectly solicit, initiate, or encourage the submission of any proposal or offer from any third party relating to, or enter into or consummate any transaction relating to, the sale of the Property in whole or in part or any similar transaction or alternative to the contemplated transactions hereunder or participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any third party to do or seek any of the foregoing.

17.13 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

17.14 Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

17.15 Pronouns. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

17.16 Force Majeure. In the event any of the obligations of either Party shall be delayed, the affected Party shall not have any liability whatsoever to the other for such delay, to the extent that any failure to perform, or delay in performing such obligation arises out of any labor dispute, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, fire or other casualty, acts of terrorism, war or other emergency, or any other cause, whether similar or dissimilar, beyond the Party's, as the case may be, reasonable control. Notwithstanding the foregoing, if any act required of a Party hereunder be prevented by war, civil disturbance or act of God for a period which exceeds thirty (30) days, either Party may terminate this Agreement, upon which the Earnest Money (less the Independent Contract Consideration) shall be returned to the Buyer, and all obligations of the Parties hereunder shall terminate (except those that expressly survive such termination) without further liability on the part of either party to the other.

17.17 Counsel. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

[INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of the date first above written.

SELLER:

CITY of ROSWELL

By: Jessica Vickers
Name: Jessica Vickers
Its: Community Development
Director, City of Roswell

Date: 12-2-25

BUYER:

EQUIPMENTSHARE.COM INC,
a Texas corporation

DocuSigned by:
By: Equipment Share - Jabbok
Name: Equipment Share - Jabbok
Its: CEO

Date: 12/2/2025

EXHIBIT A

DEPICTION OF REAL ESTATE



EXHIBIT B

LEGAL DESCRIPTION OF THE REAL ESTATE

TBD once Seller completes sub-parceling

EXHIBIT C

PERSONAL PROPERTY INCLUDED IN SALE

None.

EXHIBIT D

LIST OF CONTRACTS

None.

EXHIBIT E

PROPERTY INFORMATION

Each, but only to the extent in the Seller's possession or control or reasonably obtainable by Seller without cost or expense:

1) **Legal Item:**

- Previous Title Commitment(s) and copies of all exceptions
- Previous Title Insurance Policy(ies)

2) **Building & Site Items:**

- Previous Survey
- Floor Plans (including plans and drawings of buildings showing detailed space and layout)
- Complete set of construction drawings for all buildings
- Environmental Reports (Phase I, Phase II, etc.)
- Structural Engineering Reports
- Site Plans
- Appraisals
- Building Physical Assessment Reports

3) **Mechanical Systems:**

- Mechanical Plans and Specs (HVAC, Sprinkler, Lighting, etc.)
- Warranty information (HVAC, Roof, Windows, etc.)
- Identify Age and Description of:
 - Roof
 - Heating system
 - Air conditioning
 - Sprinkler system and design restrictions for storage of product
- Maintenance and service agreements
- Utility account and meter numbers and locations (water, electric, gas, fire monitoring telephone numbers if applicable)
- Most current Fire Sprinkler Inspection Report

4) **Operational Item:**

- Property/Building operating budgets (Actual and budgeted for 2019-Present and projected current year and actual YTD)
- Operating expenses/maintenance statements for 2019-Present
- Capital Expenditures for 2019-Present
- Income Statement—current YTD, and for 2019-Present
- Service Contracts with Vendors and current Certificates of Insurance
- Vendor contact list
- Licenses and Permits, including fire alarm
- Property tax bills/statements (real property and personal property) for 2019-Present
- Insurance Policies (both hazard and liability), together with evidence that all premiums have been paid thereunder

- Pest infestation reports/letters
- Water, sewer, telephone, electric, gas and cable bills
- Management/other contracts related to the buildings
- Any "Special Notices" received and related to the Property

EXHIBIT F

BILL OF SALE AND ASSIGNMENT

FOR VALUABLE CONSIDERATION RECEIVED as of _____, 2025 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and pursuant to and subject to that certain Purchase and Sale Agreement entered into on _____, 2025 (the “**Purchase Agreement**”), by and between the **CITY of ROSWELL**, a municipal corporation (“**Seller**”) and **EQUIPMENTSHARE.COM INC**, a Texas corporation (“**Buyer**”), with respect to the real property located at (the “**Property**”). Seller does hereby assign, transfer, convey and deliver to Buyer the undivided right, title and interest in and to the following:

- (a). Any Personal Property, if any (as defined in the Purchase Agreement);
- (b). All of Seller’s right, title and interest in and to all fixtures, machinery, apparatus, equipment, fittings and appliances of every kind and nature whatsoever now or hereafter affixed or attached to or installed in or on any of the land or improvements, including all electrical, anti-pollution, heating, lighting (including hanging fluorescent lighting), light poles, incinerating, power, air cooling, air conditioning, humidification, sprinkling, plumbing, lifting (including any hydraulic lifts), cleaning, fire prevention, fire extinguishing and ventilating systems, devices and machinery and all engines, pipes, pumps, tanks (including exchange tanks and above-ground fuel storage tanks), signs, motors, conduits, ducts, steam circulation coils, blowers, steam lines, compressors, oil burners, boilers, doors, windows, loading platforms, lavatory facilities, stairwells, fencing (including cyclone fencing), passenger and freight elevators, overhead cranes and garage units, but excluding all USTs;
- (c). Any transferrable permits, licenses, approvals and authorizations issued by any governmental entity, if any, in connection with the Property (as defined in the Purchase Agreement);
- (d). All warranties and guaranties relating to the buildings and other improvements on the Property, if any; and
- (e). Any blueprints, drawings, floor plans, specifications associated with the improvements, structures, and fixtures on the Property in Seller’s possession.

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale and Assignment as of the date first above written.

SELLER:

CITY of ROSWELL

By: _____

Date: _____

Name: _____

Its: _____

Legal Committee

Meeting Date: 01/22/2026

COMMITTEE: Legal

CONTACT: Hessel Yntema

CHAIR: Will Cavin

ACTION REQUESTED:

Consider recommending approval of City of Roswell Museum Lease to enter into a 5-year lease beginning February 1, 2026, and ending January 31, 2031, for Building No. 1081 at the Roswell Air Center. (Michelle Sanchez)

BACKGROUND:

Initiated by: Bobbi Thompson

City of Roswell Museum requests to enter into a 5-year lease of Building No. 1081, consisting of 8,152 square feet, more or less, located at the Roswell Air Center, commencing on February 1, 2026, and ending January 31, 2031.

FINANCIAL CONSIDERATION:

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

LEGAL REVIEW:

City Attorney has reviewed this lease.

BOARD AND COMMITTEE ACTION:

Legal Committee will be the first to consider this item.

STAFF RECOMMENDATION:

Staff recommends to proceed as presented.

Attachments

City of Roswell Museum

MUNICIPAL PROPERTY USE AND LEASE AGREEMENT

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

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

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

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

ARTICLE 1 – GRANTING CLAUSE AND LEASED PREMISES.

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

Building No. 1081, consisting of 8,152 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).
--

The address of the Leased Premises is commonly known as 72 Earl Cummings Loop West, Roswell, NM 88203. The Leased Premises include existing infrastructure and buildings currently used for the sole and exclusive purpose of storage, office space, paperwork, and art work. 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 February 1, 2026, for 5 years and shall terminate on January 31, 2031, collectively known as the "Lease Period," unless terminated or canceled earlier as herein provided. City hereby approves,

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

ARTICLE 3 – RENT

3.01 Lessee agrees to pay to City as rent the sum of Sixty-One Thousand One Hundred Fourteen dollars and zero cents (\$61,114.00), payable in 12 monthly installments of \$5,095.00. Thereafter, the rent will be adjusted annually by 3 % or the latest 12-month percentage change in CPI-U (Consumer Price Index-U, U.S. City Average), whichever is greater. Rent and other fees are due on the first day of each month. Time is of the essence with regard to the payment of rent.

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

ARTICLE 4 – SECURITY DEPOSIT OR BOND

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

ARTICLE 5 – CONDITION OF LEASED PREMISES

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

as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

ARTICLE 6 – PURPOSE AND USE OF THE LEASED PREMISES

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

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

6.03 MAINTENANCE.

a. While this Lease is in effect, the Lessee agrees to maintain, at its sole cost and expense, in good condition and repair 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-lessor standard than the current condition. City is responsible for all structural items, including foundation, roof, and exterior walls.

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, windows, glass, landscaping, driveways, parking areas, fences, doors, signage, and lighting, ordinary wear and tear excepted, and all personal property of the Lessee situated in or on the Leased Premises. Lessee will keep the Leased Premises and any improvements thereon clean and free from debris.

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

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

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

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

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

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

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

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

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

ARTICLE 7 – UTILITY AND OTHER CHARGES

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

ARTICLE 8 – LIEN

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

ARTICLE 9 – PERSONAL PROPERTY

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

ARTICLE 10 – IMPROVEMENTS

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

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

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

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

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

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

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

ARTICLE 11 – RELINQUISHMENT

Lessee, if not in default under this Lease, may at any time apply to relinquish the Lease to City and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by City. Lessee must file an application to relinquish the Lease at least ninety (90) days prior to the date on which the Lessee requests the relinquishment to go into effect. City may condition relinquishment on any terms it deems reasonable. Upon relinquishment, Lessee shall not be entitled to the refund of any rent previously paid.

ARTICLE 12 – ASSIGNMENT

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

ARTICLE 13 – SUBLEASE

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

ARTICLE 14 – COLLATERAL ASSIGNMENT

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

ARTICLE 15 – WAIVER

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

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

Lessee is leasing the Leased Premises based on Lessee's own inspection and investigation of and judgment regarding the Leased Premises. City makes no warranties or

representations of any kind or nature with regard to the Leased Premises or with regard to this transaction.

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

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

ARTICLE 17 – LIABILITY; INDEMNIFICATION; INSURANCE.

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

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

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

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

A. General Liability Insurance

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

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

1. USE OF THE PREMISES. Security Responsibilities of Tenant, Tenant Employees and Other Persons.
 - a. No person may:
 - i. Tamper, interfere with, compromise, modify, attempt to circumvent, or cause a person to tamper, interfere with, compromise, modify, or attempt to circumvent any security system, measure, or procedure.
 - ii. Enter, or be present within, a Secured Area, AOA, SIDA, or sterile area without complying with the systems, measures, or procedures being applied to control access to, or presence or movement in, such areas.
 - iii. Use, allow to be used, or cause to be used, any airport-issued or airport- approved access medium or identification medium that authorizes the access, presence, or movement of persons or Vehicles in Secured Areas, AOAs, or SIDAs in any other manner than that for which it was issued by the Airport Authority.
 - b. Security Badges
 - i. Airport ID Badge
 1. Persons who work or do business on Airport property on a permanent or long-term (longer than 30 days) basis must have an Airport-issued identification in the form of an Airport ID

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

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

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

- h. Proper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description generated on or as a part of Tenant's occupancy of the Premises is the sole and absolute responsibility of Tenant. Tenant shall comply with all Federal, State and local regulations, laws, and ordinances of the City of Roswell in disposal of any such materials. Improper disposal of trash, fluids, parts, hazardous or contaminated waste or materials of whatsoever kind, type or description, generated on or as a part of Tenant's occupancy of the Premises shall be grounds for the immediate Lease termination with or without process of law. Tenant represents to Landlord that it will not release any hazardous materials at the leased premises or contaminated the leased premises. To the extent it is proven that hazardous materials have been released on the leased premises by Tenant, Tenant's employees or representatives during the term of Tenant's occupancy of the leased premises, Tenant hereby unconditionally agrees at its sole cost to defend, indemnify, protect and hold Landlord harmless from and against any bodily injury, death or property damage, including:
 - i. Environmental claims.
 - ii. Environmental expenses, including without limitation, the handling, investigation, treatment, storage decontamination, remediation, removal, transport or disposal of such hazardous materials.
 - iii. Liabilities, losses, damages, fines, penalties, charges, orders, judgments, or liens caused by such release.
- i. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of anything which, in the opinion of Landlord, is or may become a nuisance or otherwise noxious or objectionable condition including, but not limited to, any act or thing resulting in noise, vibration, shock, smoke, dust, odor or other forms of air pollution, or other condition, substance or element in such amount as to affect areas surrounding or adjoining the Premises. Landlord shall be the sole and reasonable judge as to whether or not any act done or thing created or maintained by Tenant on the Premises is or may become a nuisance or otherwise noxious or objectionable condition, and Tenant agrees to abide by Landlord's decision and act in accordance with its directions with respect thereto.

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

constitute a hazard to aircraft or conflict with a current restriction or master plan.

ARTICLE 19 – DEFAULT AND CANCELLATION

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

ARTICLE 20 – DAMAGE OR DESTRUCTION OF LEASED PREMISES

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

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

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

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

ARTICLE 22 – SCOPE OF AGREEMENT

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

ARTICLE 23 – AMENDMENT

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

ARTICLE 24 – APPLICABLE LAW

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

ARTICLE 25 – SUCCESSORS IN INTEREST; THIRD PARTIES

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

ARTICLE 26 – BANKRUPTCY

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

ARTICLE 27 -- HOLDOVER

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

ARTICLE 28 – NOTICES

The addresses for notice are:

For Notice to City:

Air Center Manager
1 Jerry Smith Circle
Roswell, NM 88203

For Notice to Lessee:

Roswell Museum
PO Box 1838
Roswell, NM 88202

ARTICLE 29 – RULES OF CONSTRUCTION

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

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

ARTICLE 30 – CALCULATION OF TIME

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

ARTICLE 31 – STATUS OF CITY

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

ARTICLE 32 – ENTIRE AGREEMENT AND AMENDMENT

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

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

For City

By: Timothy Z. Jennings, Mayor

By: Hessel Yntema, City Attorney

For Lessee:

By: Caroline Brooks, Museum Director

Attest:

Amalia Martinez, City Clerk