

AGENDA
Airport Committee Meeting
of the Roswell City Council
Tuesday, January 20, 2015 - 8:00 a.m.
City Hall - Conference Room

Committee Members:
Steve Henderson, Chair
Jason Perry, member
Savino Sanchez, Jr., member

Staff Members:
Jennifer Brady, Air Center Manager
Scott Stark, Property Manager
Walt Ramirez, Office Manager

Call to Order

Roll Call

Approval of the Agenda

Approval of Minutes: from the December 16, 2014 meeting

Regular Items

1. Fuego Wireless, LLC, on a portion of two water tower legs and grounds (new) – **page 4**
Presenter – Mr. Stark
2. AerSale, Inc., Building No. 60 (new) – **page 5**
Presenter – Mr. Stark/Mr. Jim Phillips
3. Kerry Hunter, Building No. 117 (renewal) – **page 6**
Presenter – Mr. Stark
4. Don and Angel Mayes, “T” Hangar Building No. 120, Space 2 (renewal) – **page 7**
Presenter – Mr. Stark
5. Brandon Arnold, “T” Hangar Building No. 120, Space 3 (renewal) – **page 8**
Presenter – Mr. Stark /Mr. Brandon Arnold
6. Aircraft Technical Support Roswell, Inc., Addendum to Lease – **page 9**
Presenter – Mr. Stark/Ms. Brandy Bryant
7. Sprint Spectrum Realty Company, L.P., Addendum to Land Lease – **page 10**
Presenter – Mr. Stark
8. AerSale, Inc., Building No. 58, Request for Rent Abatement on Big Fan
Presenter – Mr. Stark/Mr. Jim Phillips

Other Business or Non-Action Items

Manager’s Report

Property Manager’s Report
Accounts Receivables

Adjourn

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 14-36.

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 if a summary or other type of accessible format is needed.

Printed and posted: 01-15-15.

ROSWELL, NEW MEXICO
CITY COUNCIL
CONSENT ITEM ABSTRACT
Meeting of February 12, 2015

CONSENT ITEM#

DEPARTMENT: Air Center

CONTACT: Scott Stark 347-5703
COMMITTEE: Airport
CHAIR: Steve Henderson

ATTACHMENTS: N/A

PURPOSE: The City Council must approve all new leases/amendments proposed for the properties at the Roswell International Air Center.

NEED: The Airport Committee has requested that the proposed leases/amendments be considered for approval to allow the tenant to take possession of the property.

IMPACT:

Lease Agreement (new) on a portion of two water tower legs and grounds at 91 Earl Cummings Loop East – To Fuego Wireless, LLC, a New Mexico Corporation, for the purpose of transmission and reception of telecommunications signals. \$2,000.00 monthly; \$24,000.00 annually. Annual rate of return is 48000.00%. Term: March 1, 2015 through February 29, 2020.

Lease Agreement (new) on Building No. 60 – To AerSale, Inc., a Florida Corporation, for the purpose of providing commercial aircraft parts to secondary market. 8,777 square feet. \$1,100.00 monthly; \$13,200.00 annually. Annual rate of return is 4.06%. Term: March 1, 2015 through February 29, 2020.

Lease Agreement (renewal) on Building No. 117 – To Kerry Hunter, an individual, for the purpose of vehicle storage and maintenance. 4,736 square feet. \$445.00 monthly; \$5,340.00 annually. Annual rate of return is 6.97%. Annual rent adjustment is 2.53%. Term: March 1, 2015 through February 29, 2016. Kerry Hunter has been a customer since March 1993.

Lease Agreement (renewal) on “T” Hangar Building No. 120, Space 2 – To Don and Angel Mayes, as individuals, for the purpose of aircraft storage and maintenance. 1,002 square feet. \$169.00 monthly; \$2,028.00 annually. Annual rate of return is 13.41%. Annual rent adjustment is 3.05%. Term: March 1, 2015 through February 29, 2016. Don and Angel have been customers since February 2010.

Lease Agreement (renewal) on “T” Hangar Building No. 120, Space 3 – To Brandon Arnold, an individual, for the purpose of aircraft storage and maintenance. 1,002 square feet. \$169.00; \$2,028.00 annually. Annual rate of return is 13.41%. Annual rent adjustment is 6.96%. Term: March 1, 2015 through February 29, 2016. Brandon Arnold has been a customer since March 2014.

Third Addendum to Lease Agreement – To Aircraft Technical Support Roswell, Inc., Tenant has exercise the option to lease an additional eight (8) acres of land, more or less at the RIAC.

First Addendum to Lease Agreement – To Sprint Spectrum Realty Company, L.P., a Delaware Limited Partnership, Lease is amended to add four (4) five year options to renew.

RECOMMENDATION: The Airport Committee recommends the approval of the lease agreements and lease amendments as proposed.

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of February, 2015 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and Fuego Wireless LLC., a New Mexico corporation, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

A portion of two water tower legs and grounds at 91 Earl Cummings Loop East, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for five (5) years, commencing on March 1, 2015 and ending February 29, 2020 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Twenty Four Thousand, (\$24,000.00) the first year of the lease, payable in 12 monthly installments of \$2,000.00. Thereafter rent will be adjusted each year by CPI or 3% whichever is greater. Rent and other fees are due on the first day of each month. If Tenant 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, Tenant shall pay to Landlord 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 Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant shall pay in advance \$2,000.00 as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the 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 Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s)

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of February, 2015 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", AERSALE, INC. a Florida corporation, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 60 consisting of 8,777 square feet, more or less, located at the Roswell International Air Center, and identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" Premises.

2. TERM. The Lease term is for five (5) years, commencing on March 1, 2015 and ending February 29, 2020 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Thirteen Thousand, Two Hundred Dollars and No Cents (\$13,200.00), payable in 12 monthly installments of \$1,100.00 the first year of the lease. Thereafter rent will be adjusted annually by CPI or 3%, whichever is greater. Rent and other fees are due on the first day of each month. If Tenant 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, Tenant shall pay to Landlord 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 Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenants failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant shall pay \$1,100.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the 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 Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

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

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of February, 2015 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated "Landlord", and KERRY HUNTER, an individual, hereinafter designated as "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

Building No. 117 consisting of 4,736 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on March 1, 2015 and ending February 29, 2016 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Five Thousand, Three Hundred, Forty Dollars and No Cents (\$5,340.00), payable in 12 monthly installments of \$445.00. Rent and other fees are due on the first day of each month. If Tenant 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, Tenant shall pay to Landlord 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 Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$366.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the 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 Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition "as is". Tenant acknowledges that any requirements for accessibility and/or public accommodation(s)

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of February, 2015 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and DON & ANGEL MAYES, as individuals, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

"T" Hangar 120, Space 2 consisting of 1,002 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on March 1, 2015 and ending February 29, 2016 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand, Twenty Eight Dollars and No Cents (\$2,028.00), payable in 12 monthly installments of \$169.00. Rent and other fees are due on the first day of each month. If Tenant 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, Tenant shall pay to Landlord 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 Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$145.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the 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 Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

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

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of February, 2015 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord", and BRANDON ARNOLD, an individual, hereinafter "Tenant".

WHEREAS Landlord has agreed to lease to Tenant the real property described below, together with the improvements thereon, in Chaves County New Mexico, and Tenant has agreed to lease said real property and improvements from Landlord;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. GRANTING CLAUSE AND PREMISES. For the term, at the rent and otherwise upon the terms, provisions and conditions contained herein, Landlord hereby lets and leases unto Tenant the surface only to the following real property, together with all improvements located thereon:

"T" Hangar 120, Space 3 consisting of 1,002 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on March 1, 2015 and ending February 29, 2016 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of One Thousand, Eight Hundred Ninety Six Dollars and No Cents (\$2,028.00), payable in 12 monthly installments of \$169.00. Rent and other fees are due on the first day of each month. If Tenant 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, Tenant shall pay to Landlord 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 Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant has paid \$158.00 as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the 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 Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

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

**THIRD ADDENDUM
TO LEASE AGREEMENT**

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and AIRCRAFT TECHNICAL SUPPORT ROSWELL, INC hereinafter "Tenant", hereby agree to the following amendment to that certain Lease Agreement dated February 13, 2014 between the parties.

1. The parties previously entered into a First Addendum To Lease Agreement (First Addendum) that provided Tenant with an Option to lease an additional eight (8) acres of land, more or less, at the Roswell International Air Center (Premises) in the third unnumbered paragraph of said First Addendum for the purpose of dismantling/scraping aircraft (hereinafter, the "Option") and a Second Addendum To Lease Agreement (Second Addendum) which extended the expiration date of the Option.
2. Tenant has timely exercised the Option.
3. Additional rental payment for the Premises shall begin with the March, 2015 billing.
4. Except as amended herein, the terms of the Lease Agreement dated February 14, 2014 and Addenda shall otherwise continue without change, and remain in full force and effect.

IN WITNESS WHEREOF, this Third Addendum to the Lease Agreement of February 13, 2014 is done and executed in Roswell, New Mexico this _____ day of February, 2015.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

TENANT:
AIRCRAFT TECHNICAL SERVICES
ROSWELL, INC

Amer Machlah, President

**FIRST ADDENDUM
TO LEASE AGREEMENT**

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and SPRINT SPECTRUM REALTY COMPANY, L.P., hereinafter "Tenant" hereby agree to the following amendment to that certain Lease Agreement dated October 9, 2014.

Effective with Council approval February 12, 2015:

Paragraph 2. TERM of the sited lease is amended to read:

2. TERM. The Lease term is for five (5) years with four (4) five year options to renew, commencing on November 1, 2014 and ending October 31, 2019 unless sooner terminated by provision hereof.

Except as amended herein, the original Lease shall continue without change, and in full force and effect as originally executed.

IN WITNESS WHEREOF, this FIRST Addendum to Lease Agreement is done and executed in Roswell, New Mexico this _____ day of February, 2015.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

TENANT:
SPRINT SPECTRUM REALTY
COMPANY, L.P.

By: _____

Name: _____

Title: _____