CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES
Approval of the minutes from the Legal Committee meeting on May 28, 2020. (page 4)

REGULAR ITEMS
1. April 23 Minutes Amendments – Consider approval of amendments correcting the minutes from the Legal Committee meeting on April 23, 2020. (page 7)
2. To recommend to full Council that the following RIAC agreements to existing leases be placed on the Consent agenda for approval: (page 12)
   (A) The FIS Company, Inc. (page 16)
   (B) Old Dog Brotherhood (page 27)
   (C) Michael Joseph Rohrbacher (page 29)
   (D) Carl Day (page 31)
   (E) Veterinarians Outlet of NM (page 33)
   (F) Walker Aviation Museum Foundation (page 35)
   (G) Harriet K. Partain (page 37)
   (H) Hometech Improvements (page 39)
3. RAC Capital Projects – Consider recommending approval of ranked RAC projects on the Master Projects List. (page 41)
4. Ergon Real Estate Purchase Agreement – Consider recommending approval to the City Council approval of the Real Estate Purchase Agreement with Ergon Asphalt and Emulsions, Inc. (page 44)
5. Thompson Consulting Services Agreement - Consider recommending to City Council approval of the Services Agreement with Thompson Consulting, LLC. (page 56)
6. MainStreet Roswell Agreement – Consider recommending to City Council approval of the Business Retention & Development Services Agreement, between the City and Mainstreet Roswell, Inc. (page 64)
7. **New Mexico MainStreet Biennial MOU** – Consider recommending to City Council approval of the Biennial MOU between the City, Mainstreet Roswell and New Mexico MainStreet. *(page 72)*

8. **Res 20-XX in Support MainStreet Roswell** - Consider recommending to City Council approval of Resolution 20-XX in support of MainStreet Roswell. *(page 87)*

9. **Res 20-XX Airport Authority** – Consider recommending to City Council approval of Resolution 20-XX to evaluate and develop a framework to consider establishment of an Airport Authority. *(page 90)*

10. **Ord. 20-XX Home Occupations** - Consider recommending approval to advertise and hold a public hearing on Proposed Ordinance 20-XX to modify Articles 52 (Building & Performance Standards) and Article 62 (Home Occupations) of the Zoning Code. *(page 93)*

11. **Ord. 20-05 Lodger’s Tax Update** – Consider recommending approval to advertise and hold a public hearing on Proposed Ordinance 20-05 to update Article I (Lodger’s Tax) of Chapter 23 of the Roswell City Code. *(page 107)*

12. **Ord. 20-XX Revising Solid Waste Ordinance** - Consider recommending approval to advertise and hold a public hearing on Proposed Ordinance 20-XX to amend Chapter 21 (Solid Wastes) of the Roswell City Code. *(page 117)*

13. **Department Reports** *(page 129)*
    (A) City Clerk
    (B) Legal
    (C) Safety
    (D) HR

**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 1978 and Resolution 19-37.

**NOTICE OF POTENTIAL QUORUM** – A quorum of the City Council may or may not attend, but there will not be debate by the City Council. The Council, acting as attendees to an informational presentation, will not be discussing public business and no action will be taken.

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: **Friday, June 19, 2020**

**TO ATTEND THE LEGAL COMMITTEE MEETING BY GO-TO-MEETING**
Thu, Jun 25, 2020 4:00 PM - 6:00 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/553997485

You can also dial in using your phone.
United States: +1 (669) 224-3412

Access Code: 553-997-485

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Help desk - 500-0587

Public are encouraged to participate electronically through the goto meeting app and physically not attend during the pandemic.
Regular Meeting of the Legal Committee  
Held in the Roswell Convention & Civic Center  
Thursday, May 28, 2020

Notice of this meeting was given to the public in compliance with Section 10-15-1 through 10-15-4 NMSA and Resolution 19-37.

ROLL CALL
The meeting convened at 4:00 p.m. with Chair Stubbs presiding, Councilors Peterson, and Perry being present, and Councilor Foster being absent.

Staff present: Parker Patterson, Bill Morris, Juanita Jennings, Stephanie Mervine, Phil Smith, Mike Stanton, Scott Stark, Mark Bleth

Guests present: Isaac Sheets, Mike Espirtu

APPROVAL OF AGENDA
Councilor Perry moved to approve the May 28, 2020, Legal Committee meeting agenda as presented. Councilor Peterson as a second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

APPROVAL OF MINUTES
April 23, 2020, Legal Committee minutes were approved as written.

REGULAR ITEMS

1. RAC Agreements
   
   A. The FIS Company, Inc. – Mark Bleth and Isaac Sheets stated that the FIS Company, Inc., a New Mexico Corporation, wishes to enter into a new lease agreement for an area of land located between hangar 1532 and hangar 1533. The FIS Company, Inc. requests the area of land, 19,000 square feet, more or less, for the purpose of constructing an aircraft hangar for aircraft component repair and storage. Term is July 1, 2020 through June 30, 2050. Rent amount is $348 monthly; $4,176 annually for the first year, thereafter rent will increase annually by CPI-Urban all cities average or 3%, whichever is greater. Councilor Perry moved to recommend to full City Council on the consent agenda with Councilor Peterson as the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

2. Resolution 20-XX Mayor’s Row Grant Authority – Scott Stark stated that the resolution authorizes the Mayor to accept funding assistance from the Federal Aviation Administration on behalf of the City of Roswell. The resolution is necessary in order for the ROW to apply for and receive FAA grant funds and is presented to the governing body annually. Councilor Perry moved to recommend to full City Council on the consent agenda with Councilor Peterson as the second. A voice vote was 3-0, and the motion
pass with Councilor Foster being absent.

3. Resolution 20-XX City Manager’s ROW Authority – Scott Stark stated that the resolution authorizes the City Manager to apply for, accept and execute Grant Agreements for funding assistance from the State of New Mexico Aviation Division on behalf of the City of Roswell for project development at the Roswell Air Center. The resolution is presented to the governing body annually. Councilor Perry moved to recommend to full City Council on the consent agenda with Councilor Peterson as the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

4. Resolution 20-XX Special Event Parking Policy – Juanita Jennings stated that the City of Roswell makes available to the public upon request certain of its parking facilities for vehicle parking and related activities associated with special events held within the City by private groups. The proposed policy would provide a uniform guideline for requested parking on or at City facilities for such special events, including setting fees for use of City parking facilities. The Policy would set fees for use of City parking facilities for Special Event Parking at $25 per day, and $50 for overnight. The item was referred back to staff for further consideration.

5. Economic Development Corporation Agreement – Juanita Jennings stated that the Roswell-Chaves County Economic Development Corporation (EDC) works in partnership with the City of Roswell to promote economic development by providing support for businesses to relocate, expand or launch in Roswell and Chaves County. Pursuant to the proposed agreement, EDC would provide business retention, recruitment and expansion services, as described in Exhibit A to the agreement and would be subject to quarterly and annual reporting requirements set forth in Exhibit B. Pursuant to the Contract, the City would commit to allocate $75,000 for services by EDC and make available a further $25,000 for special projects specified and pre-approved by the City Manager. EDC will invoice the City quarterly for services under the Scope of Work and may be reimbursed for approved special projects. Councilor Perry moved to send the Agreement to full City Council on the consent agenda, with two corrections: strike out the line directly underneath Technical Services and change the allocation on Item 4, Section D: Compensation, to read $96,000 instead of $75,000. Councilor Peterson was the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

6. Ordinance 20-XX Revising Airport Ordinance – Bill Morris stated that The Airport Advisory Commission has undertaken a comprehensive review and revision of the Aviation Chapter of the Roswell City Code. The ultimate goal would be to pare down the Ordinance of unnecessary and out dated provisions to allow more efficiency in the operations of the Air Center. This portion of the proposed amendments would amend the Zoning Code to empower the City to restrict private development within the runway protection zone in order to prevent hazards to aviation activities at the Roswell Air Center. Councilor Perry moved to recommend the City Council authorize the proposed ordinance to be advertised for a public hearing and vote. Councilor Peterson was the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.
FOR THE RECORD: Recess at 5:10 will resume at 5:15.

7. **Ordinance 20-XX Home Occupations** – Bill Morris stated that staff created these amendment as a result of a number of situations concerning setback issues in older platted subdivisions, as well as issues with home occupation permits. Home occupations, particularly with construction companies, have become a problem by degrading quality of life for adjacent properties. The intent is to look at limiting placement of certain types and numbers of larger vehicles. No action was taken on this item, which will be continued to the June meeting due to lack of a quorum.

FOR THE RECORD: Councilor Peterson left at 5:56. Coming out of recess at 6:23 pm. Ordinance 20-XX Home Occupations, Ordinance 20-05 Lodger’s Tax Update and the Ordinance 20-XX Revising Solid Waste Ordinance to be continued to the June Legal Committee Meeting.

8. **Ordinance 20-05 Lodger’s Tax Update** – Continued to the June meeting.

9. **Ordinance 20-XX Revising Solid Waste Ordinance** – Continued to the June meeting.

10. **DOJ Edward Byrne Justice Assistance Grant** – Parker Patterson stated the City is applying for federal funding through the Department of Justice’s Edward Byrne Justice Assistance Grant. The JAG program authorizes federal justice funding to state and local jurisdictions. To comply with the grant requirements, the City must submit its application for review by an organization designated by the governing body and provide the public an opportunity to comment. The item was presented for discussion only. There were no public comments. No action was taken.

11. **Department Reports** – Air Center, City Clerk, Human Resources, Legal, Safety. For discussion only.

**CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS**
None

**PUBLIC PARTICIPATION**
None

**ADJOURN**
The meeting adjourned at 6:25 p.m.
AGENDA ITEM NO. 1– ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, June 25, 2020 4:00 PM
Roswell Convention & Civic Center
912 N. Main St. Meeting Room A, Roswell, NM 88201

Amend April 23, 2020 Meeting Minutes

ACTION REQUESTED: Consider approval of amendments correcting the minutes from the Legal Committee meeting on April 23, 2020.

BACKGROUND: Initiated by: Parker W. Patterson

The minutes of the April 23, 2020 meeting inaccurately recite that no action was taken on item no. 2, Resolution 20-XX Revising Airport Ordinance. In fact, the item was recommended for approval by the full City Council at its June 11, 2020 meeting. The proposed amended minutes would correct the record to reflect the action taken.

FINANCIAL CONSIDERATION: There are no financial implications associated with this item.

LEGAL REVIEW: The Interim City Attorney has reviewed the proposed amendments.

BOARD and/or COMMITTEE ACTION: The Legal Committee approved the minutes of the April 23, 2020 meeting at its May 28, 2020 meeting.

STAFF RECOMMENDATION: Consider approval of amendments correcting the minutes from the Legal Committee meeting on April 23, 2020.
Regular Meeting of the Legal Committee  
Held in the Roswell Convention & Civic Center  
Thursday, April 23, 2020

Notice of this meeting was given to the public in compliance with Section 10-15-1 through 10-15-4 NMSA and Resolution 19-37.

The Legal Committee meeting for Thursday, March 26, 2020, was cancelled due to COVID-19.

ROLL CALL
The meeting convened at 4:04 p.m. with Chair Stubbs presiding, Councilors Peterson, and Perry being present, and Councilor Foster being absent.

Staff present: Louis Najar, Juanita Jennings, Thalia Pantoja, Stephanie Mervine, Renee Trujillo, Scott Stark, James Norton, Lorenzo Sanchez, Bill Morris, Joe Neeb, Aaron Holloman, Parker Patterson, Mark Bleth and Daniel Mendiola.

Guests present: None

APPROVAL OF AGENDA
Councilor Perry moved to approve the April 23, 2020, Legal Committee meeting agenda with changes of order to be as follows; items one, six, seven, two, three, four, five eight and nine. Councilor Peterson was the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

APPROVAL OF MINUTES
Councilor Peterson moved to approve the February 28, 2020, Legal Committee minutes. Councilor Stubbs requested to amend the minutes as follows: Move the last sentence of the minutes which, reads “Legal Committee meeting to Thursday, February 27, 2020, was postponed due to lack of quorum. The meeting was postponed until Friday February 28, 2020, at 5:00 p.m.” and place it under the notice of meeting. Councilor Perry was the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

REGULAR ITEMS

1. RAC Agreements

   A. J & A Recycling – Scott Stark and Mark Bleth stated J & A Recycling is a local plastic recycling company that will lease a portion of building 100 for the purpose of sorting recyclable plastics. The space they will be using will be in the SE corner of building 100, they will be leasing 800 sq. ft. out of the total of ± 5,700 square feet. J & A Recycling is a new tenant. Recommend to full Council approval to authorize J & A Recycling, to enter into a lease agreement for a portion of Building 100 consisting of 800 sq. ft. for $3,600 payable in 12 monthly installments of $300 subject to all terms and conditions of the lease. Councilor Perry moved to recommend to full City Council on the consent agenda with Councilor Peterson as the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.
B. Aersale Inc. - Scott Stark and Mark Bleth stated that Aersale, Inc. is in the process of clearing ramp area of parts storage to make room for aircraft storage and this requires more fenced property to move parts to. Aersale has been customers since March 2009. Recommend to full Council approval to authorize Aersale, Inc., to enter into a lease agreement for ± 1 acre of vacant land west of building 240 for $3,000 payable in 12 monthly installments of $250 subject to all terms and conditions of the lease. Councilor Perry moved to recommend to send to full City Council on the consent agenda with Councilor Peterson as the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

C. Ergon Sale - Scott Stark and Mark Bleth stated that Ergon Asphalt and Emulsions currently has a leasehold at the Roswell Air Center and pays $1,030.47 per month. They would like to purchase the land that is currently in their leasehold in order to invest in plant expansion. Their current lease expires February 28, 2028. Ergon has been a customer since December 2016. Discussion item only, no action was taken.

D. Scope of Services for the Airport Engineering Consult RFP - Scott Stark and Mark Bleth stated the Air Center Engineering contract is project based and is paid with Airport Improvement Funding (AIP). Roswell Air Center requires engineering services to maintain a safe airport. Term: October 1, 2020 through September 30, 2021 with four 1 year options. Councilor Perry moved to send to full City Council on the consent agenda with Councilor Peterson as the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

2. Ordinance 20-XX Revising Airport Ordinance – The Airport Advisory Commission has undertaken a comprehensive review and revision of the Aviation Chapter of the Roswell City Code. The ultimate goal would be to pare down the Ordinance of unnecessary and outdated provisions to allow more efficiency in the operations of the Air Center. This revision represents a smaller ordinance that could be adopted moving much of the duplicate language to policies that would later come in front of Council for ratification. This is still one of several pieces that constitute the complete plan for reworking the laws governing the Air Center. As such, action may be delayed to await action on the full matter. Discussion item only. No action was taken. It was the intention of the Airport Commission that this item be presented to City Council at the same time as Item 3 revising the zoning code on airport hazards, which must be first considered by the Planning and Zoning Commission. Councilor Perry moved to recommend approval for advertising at the June City Council meeting with Councilor Peterson as the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

3. Ordinance 20-XX Revising Zoning Code on Airport Hazards – The Airport Advisory Commission has undertaken a comprehensive review and revision of the Aviation Chapter of the Roswell City Code. The ultimate goal would be to pare down the Ordinance of unnecessary and outdated provisions to allow more efficiency in the operations of the Air Center. This revision represents additions to the zoning code of matters that were previously listed in Chapter 5, but are concerned with construction standards on City property. This is still one of several pieces that constitute the complete plan for reworking
the laws governing the Air Center. As such, action may be delayed to await action on the full matter. Discussion item only. As an amendment to the Zoning Code, this item must be heard by the Planning and Zoning Commission prior to consideration by the Legal Committee. No action was deferred so that the ordinance may be taken to the Planning and Zoning Commission.

4. **Ordinance 20-04 Industrial Pretreatment Sewer Use** – Aaron Holloman and James Norton stated that the City maintains its own water and sewer system. Pursuant to statutory authority it regulates potential pollutants that may be introduced into the system. The City has not undertaken a major revision of the Ordinance regulating those pollutants in many years. The current updates incorporate changes recommended by the EPA in its model ordinance. The biggest changes include more specificity in the types of reporting required and more mechanisms for ensuring compliance. Review and recommend to full City Council any changes to the draft ordinance prior to a public hearing on Ordinance 20-04 relating to Industrial Wastewater Regulation updates. Discussion item only, no action taken.

5. **Ordinance 20-XX Lodger’s Tax Update** – Juanita Jennings stated that the City is permitted to impose a tax on lodgers within the city limits pursuant to state statute, NMSA 1978, § 3-38-13 to -24. The extent of the tax is defined by state statute. In the 2020 legislative session, the statute was amended to remove from the exemptions any premises that does not have at least three rooms or three other units of accommodation. This revision to the ordinance follows state statute in removing that exemption from the tax. The state statute does not go into effect until July 2020, so the ordinance has a delayed enactment to coincide with that date. As an Ordinance, Council must hold a public hearing after having provided public notice of the hearing. The Ordinance would normally become effective five days after publication of its adoption. Councilor Perry moved to send to full City Council on the consent agenda. Councilor Peterson was the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

6. **Resolution 20-XX: A Resolutions Approving the Creation of a Keep Roswell Beautiful Community Board** – Thalia Pantoja stated that in order for Keep Roswell Beautiful to be considered an affiliate of Keep America Beautiful, a leadership board must run it. This board will recommend the development and improvement of programs, initiatives and events of Keep Roswell Beautiful. They will work alongside a designee from the city to host grant-funded events and programs. They will also work with city designee to complete all required programming and reports to maintain affiliate status with Keep America Beautiful. The goal of this board will be to lead programs, events and projects that lead to beautification, increased education that lead to a cleaner and less wasteful Roswell. Recommend to full City Council approval of Resolution 20-XX: A Resolution Approving the Creation of the Keep Roswell Beautiful Community Board. Councilor Perry moved to send to full City Council on the consent agenda. Councilor Peterson was the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

7. **Resolution 20-XX Roswell Opportunity for Advancement Revolving Fund Program** – Joe Neeb stated that the goal of the Roswell Opportunity for Advancement Revolving Fund is
to provide a financial resource that will compliment sources of financial assistance in the private and public arena which will result in an enhanced and more fully developed economy in the City. ROAR is intended to participate in conjunction with commercial and public lenders, in projects that present expanded employment opportunities within the City of Roswell, improves the economic vibrancy of any commercial business district of Roswell, or allows for the efficient operation of the Roswell-Chaves County Economic Development Corporation (RCCEDC) which meet the criteria, standards and policies set forth in this resolution. The City will provide seed money to the RCCEDC in the sum of $150,000.00. The funds provided shall be from funds approved for use in creating and maintaining Economic Development within the City. RCCEDC may request additional assistance from the City Council for any project that does not meet the thresholds established by the R.O.A.R. policy guidelines. Councilor Perry moved to send to full City Council on the consent agenda. Councilor Peterson was the second. A voice vote was 3-0, and the motion passed with Councilor Foster being absent.

8. **Meeting Time and Date for Legal Committee** - With the election, the composition of the committees have changed. The committee is asked whether to keep the Legal Committee as currently scheduled, the current regular meeting time is the fourth Thursday of each month at 4:00 PM. The Legal Committee is scheduled to meet on the fourth Thursday of each month at 4:00 PM with the exception of November and December, meeting the third Thursday at 4:00 PM. For discussion only.

9. **Department Reports** – Air Center, City Clerk, Human Resources, Legal, Planning and Zoning, Safety. Municipal Court will also be able to provide reports. For discussion only.

**CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS**
None

**PUBLIC PARTICIPATION**
None

**ADJOURN**
The meeting adjourned at 6:09 p.m.
**AGENDA ITEM NO. 2—ABSTRACT**

**LEGAL COMMITTEE MEETING**

**Thursday, June 25, 2020 4:00 PM**

Roswell Convention & Civic Center

912 N. Main St. Meeting Room A, Roswell, NM 88201

| RAC LEASES: | (A) The FIS Company  
|            | (B) Old Dog Brotherhood  
|            | (C) Rohrbacher  
|            | (D) Day  
|            | (E) Veterinarian Outlet of NM  
|            | (F) Walker Aviation Museum Foundation  
|            | (G) Partain  
|            | (H) Home Tech Improvements |

| **(A) THE FIS COMPANY, INC.** | Consider recommending approval to authorize The FIS Company, Inc., a New Mexico Corporation, to enter into a new lease agreement for an area of land located between hangar 1532 and hangar 1533. |
| **ACTION REQUESTED:** | |
| **BACKGROUND:** | The FIS Company, Inc. requests the area of land, 19,000 square feet, more or less, for the purpose of constructing an aircraft hangar for aircraft component repair and storage. Term is July 1, 2020 through June 30, 2050. |
| **FINANCIAL CONSIDERATION:** | Rent amount is $550 monthly; $6,600 annually for the first year, thereafter rent will increase annually by CPI-Urban all cities average or 3%, whichever is greater. |

<p>| <strong>(B) OLD DOG BROTHERHOOD</strong> | Consider recommending approval to authorize Old Dog Brotherhood, Roswell Chapter, to renew their current lease agreement on Building No. 734. |
| <strong>ACTION REQUESTED:</strong> | |
| <strong>BACKGROUND:</strong> | Old Dog Brotherhood, Roswell Chapter, leases the 2,484 square foot building for the purpose of meetings and vehicle maintenance. The term of the lease is one year, beginning on August 1, 2020 and ending on July 31, 2021. |
| <strong>FINANCIAL CONSIDERATION:</strong> | New rent amount is $258 monthly; $3,096 annually. Rent adjustment is 10%. |</p>
<table>
<thead>
<tr>
<th>(C) ROHRBACHER ACTION REQUESTED:</th>
<th>Consider recommending approval to authorize Michael Joseph Rohrbacher, an individual, to renew his current lease agreement on an area of land and a container.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BACKGROUND:</td>
<td>Michael Joseph Rohrbacher leases the 650 square foot area of land and container for the purpose of storage of display fireworks. Michael Joseph Rohrbacher has been a customer since June 2009. The term is from August 1, 2020 through July 31, 2021.</td>
</tr>
<tr>
<td>FINANCIAL CONSIDERATION:</td>
<td>New rent amount is $131.15 monthly; $1,573.80 annually. Rent adjustment is 3%.</td>
</tr>
<tr>
<td>(D) DAY ACTION REQUESTED:</td>
<td>Consider recommending approval to authorize Carl Day, an individual, to renew his current lease agreement on “T” Hangar Building No. 120, Space 5.</td>
</tr>
<tr>
<td>BACKGROUND:</td>
<td>Carl Day leases 1,002 square feet of the hangar for the purpose of aircraft storage and maintenance. Carl Day has been a customer since May 2018. The term is August 1, 2020 through July 31, 2021.</td>
</tr>
<tr>
<td>FINANCIAL CONSIDERATION:</td>
<td>New rent amount is $191 monthly; $2,292 annually. Rent adjustment is 3%.</td>
</tr>
<tr>
<td>(E) VETERINARIAN OUTLET OF NM ACTION REQUESTED:</td>
<td>Consider recommending approval to authorize Veterinarian Outlet of NM, Inc., a New Mexico Corporation, to renew their current lease agreement on a portion of Building No. 112A.</td>
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<tr>
<td>BACKGROUND:</td>
<td>Veterinarian Outlet of NM, Inc., leases a 9,753 square foot portion of the building for the purpose of soaps, sanitizers, and detergents associated with the dairy industry. Veterinarians Outlet of NM, Inc., has been a customer since June 2006. The term is from August 1, 2020 through July 31, 2021.</td>
</tr>
<tr>
<td>FINANCIAL CONSIDERATION:</td>
<td>New rent amount is $1,767.70 monthly; $21,212.40 annually. Rent adjustment is 10%.</td>
</tr>
<tr>
<td>(F) WALKER AVAITION MUSEUM FOUNDATION ACTION REQUESTED:</td>
<td>Consider recommending approval to authorize Walker Aviation Museum Foundation, to renew their current lease agreement on an office area in Building</td>
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<tr>
<td>ACTION REQUESTED:</td>
<td>No. 1, located inside the front entrance to the Terminal.</td>
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<td>----------------------------------------------------------</td>
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<tr>
<td>BACKGROUND:</td>
<td>Walker Aviation Museum Foundation, leases the 930 square foot office space for the purpose of operating a museum associated with the former Walker Air Force Base. Walker Aviation Museum Foundation has been a customer since July 2010. The term is from August 1, 2020 through July 31, 2021.</td>
</tr>
<tr>
<td>FINANCIAL CONSIDERATION:</td>
<td>New rent amount is $163 monthly; $1,956 annually. Rent adjustment is 3%.</td>
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</table>

(G) PARTAIN

<table>
<thead>
<tr>
<th>ACTION REQUESTED:</th>
<th>Consider recommending approval to authorize Harriet K. Partain, an individual, to renew her current lease agreement on “T” Hangar, No. 120, Space 1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BACKGROUND:</td>
<td>Harriet K. Partain leases 1,175 square feet of the hangar for the purpose of aircraft storage and maintenance. Harriet K. Partain has been a customer since July 2002. The term is August 1, 2020 through July 31, 2021.</td>
</tr>
<tr>
<td>FINANCIAL CONSIDERATION:</td>
<td>New rent amount is $199 monthly; $2,388 annually.</td>
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</tbody>
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(H) HOME TECH IMPROVEMENTS

<table>
<thead>
<tr>
<th>ACTION REQUESTED:</th>
<th>Consider recommending approval to authorize HomeTech Improvements, LLC, a New Mexico Limited Liability Corporation, to renew their current lease agreement on an office space in Building No. 1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>BACKGROUND:</td>
<td>HomeTech Improvements, LLC, leases 100 square feet of office space for the purpose of a business office. HomeTech Improvements, LLC, has been a customer since August 2019. The term is August 1, 2020 through July 31, 2021.</td>
</tr>
<tr>
<td>FINANCIAL CONSIDERATION:</td>
<td>New rent amount is $103 monthly; $1,236 annually. Rent adjustment is 3%.</td>
</tr>
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</table>

LEGAL REVIEW:
The Legal Department has reviewed the Leases. Leases and other contractual agreements generally require City Council approval.
<table>
<thead>
<tr>
<th>BOARD and/or COMMITTEE ACTION:</th>
<th>The Legal Committee is scheduled to meet on Thursday, May 28, 2020. The Legal Committee recommended approval of the FIS Lease to full City Council at its May 28, 2020 meeting. The City Council referred the lease back to the Legal Committee for further consideration at its June 11, 2020 meeting.</th>
</tr>
</thead>
<tbody>
<tr>
<td>STAFF RECOMMENDATION:</td>
<td>Consider recommending approval to City Council of the Leases as presented.</td>
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</table>
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 11th day of June, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated “Landlord”, and THE FIS COMPANY INC, 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:

An area of land consisting of 19,000 square feet, more or less, located between hangar 1532 and hangar 1533 at the Roswell 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 Thirty (30) years, commencing on July 1, 2020 and ending June 30, 2050 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Six Thousand Six Hundred Dollars ($6,600.00), payable in twelve (12) monthly payments of $550.00 for the first year. Thereafter rent will increase annually by CPI-Urban all cities average 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 has paid $250.00 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 with improvements to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear. The condition of the subject property at acceptance is as follows:

6. MAINTENANCE.
   
a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees to maintain and repair, at its sole cost and expense, the Premises, including improvements, and the taxiway leading to the Premises in a clean and policed condition at all times and to keep trees, shrubbery, and grass irrigated, trimmed and attractively maintained.

   b. Further, Tenant shall maintain and replace when necessary the plumbing and electrical systems as well as all glass, heating, air conditioning, and other similar fixtures and equipment located on or in any portion of the Premises.

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

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant’s business. Failure to have an appropriate current license or permit shall be a breach of this Lease. Tenant shall, at its expense, bring any utilities required to the premises. Tenant shall pay all utilities used on the Premises, including but not limited to telephone, electricity, gas, and water.

8. PERSONAL PROPERTY AND FIXTURES OF TENANT. All personal property and fixtures of Tenant in the Premises shall be kept at the sole risk of Tenant, and Landlord shall not be liable for any damage thereto or to Premises or to Tenant for interruption of business or otherwise. Tenant hereby waives all causes or rights of recovery against Landlord, its agents, employees, invitees and tenants for any loss to such personal property and fixtures on the Premises or to consequential loss arising therefrom caused by fire or other casualty, whether negligently caused or not.
9. EQUIPMENT AND IMPROVEMENTS.
   a. As further consideration for this Lease, it is stipulated and agreed that at the expiration of the term of this lease as provided in Paragraph 2 herein contained or at any other termination of this Lease, all structures and any and all improvements of any character whatever installed on the leased premises shall be and become the property of the Landlord and title thereto shall pass and revert to Landlord at such termination, and none of the improvements now or hereafter placed on the leased premises shall be removed there from at any time without Landlord’s written consent. Landlord shall have the alternative, at its option, to require Lessee to remove any and all improvements and structures from the demised premises and repair any damage caused thereby, at Tenant’s expense.

   b. All improvements to the Premises shall be with the express prior permission of the Airport Manager. All improvements to the premises shall become the property of Landlord, and Tenant understands that Landlord will not reimburse Tenant for the improvements. Tenant shall be responsible for obtaining, if necessary, any and all permits and inspections required by such improvements.

   c. Tenant shall not make, suffer or permit to be made, any major additions, alterations or improvements on the Premises without first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. In the event that the consent is given and Tenant makes any major alterations, additions or improvements, such work shall be done in such a manner that no mechanic’s lien, materialman’s lien or other lien of any kind shall be created against or imposed upon the Premises or any part thereof, and Tenant shall indemnify and save harmless Landlord from any and all liability and claims for damage of any kind and nature which may be made or accrue against Landlord on account of any such major alterations, additions or improvements. At the expiration or termination of this Lease such improvements shall become the property of Landlord and the value thereof will not be offset against any amounts claimed by Landlord as owing under the terms of this Lease. Tenant agrees to bear all costs and expenses incident to the occupancy and maintenance of the structure and improvements placed therein including snow clearance.

10. INSURANCE. During the term hereof, Tenant, at its sole cost and expense, shall:
   a. Keep the above described property and all buildings, fixtures and equipment located thereon or therein insured against loss by fire, lightning and extended coverage in an amount not less than 80% of the building replacement value, with a loss payable clause in favor of Landlord and Tenant, as their interest may appear.

   b. Maintain in full force and effect a policy or policies of general public liability insurance in which Landlord is named an additional insured to the extent of the liabilities assumed by Tenant hereunder, covering both parties against claims for injury, death or damage to persons or property occurring upon, in or about the Premises, in such limits as set forth in the New Mexico Tort Claims Act or as may be amended. Tenant shall provide Landlord written evidence of this insurance within thirty (30) days of the effective date of the Lease.

11. DAMAGE OR DESTRUCTION OF PREMISES.
   a. In the event the Premises are damaged by fire or other perils or casualty all buildings shall be promptly repaired and rebuilt by and at the sole cost and expense of Tenant after settlement is
made with the insurance carrier and payment is received, to a condition as good as the same was in immediately prior to such damage or destruction, using the insurance funds provided in this lease toward such expense and in accordance with all laws, regulations and ordinances of all governmental authorities having jurisdiction and during the time of said repair, reconstruction, or restoration, the rent herein shall not abate, except that the Tenant shall receive credit against the rent for any rental insurance received by Landlord; and Tenant may at its election make the rental payments that accrue during a period of non-occupancy, occasioned by damage or destruction of the premises, during the remainder of any specified term of this lease, in addition to the normal rental payments. Landlord agrees to make any insurance funds received by it available for the necessary repair, reconstruction or restoration.

b. Landlord 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 Tenant.

12. LIABILITY. Landlord shall not be liable to Tenant or to Tenant’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 Premises in connection with, or arising out of Tenant’s operations and use of the Premises. Tenant agrees to indemnify and save harmless Landlord from any claim for death, injury, damage or loss which may occur in any manner in or about the Premises, unless such death, injury, damage or loss is proximately and solely caused by negligent act or omission to act of Landlord’s Agents.

13. CONDEMNATION OR GOVERNMENTAL TAKING. In the event that the Premises 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, the parties hereto agree to the following:

a. In the event that the Leased Premises shall be totally condemned or taken, or condemned or taken so as to render the remainder thereof unusable for purposes for which said Premises was leased, this Lease shall terminate as of the effective date of such condemnation or taking.

b. In the event that a portion of the leased Premises is condemned or taken, but such condemnation or taking does not render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant’s obligation under this Lease shall continue in full force and effect, but the amount of rent payable by Tenant shall be reduced in the proportion which the portion of the leased Premises condemned or taken bears to the total area of the leased Premises. In such event, Tenant shall bear any necessary costs of relocating its equipment and placing the remaining Premises in proper and usable condition.

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

14. CONDITIONS OF DEFAULT. If at any time during the term of this Lease, Tenant shall:

a. Default in the payment of any installment of rent or any other sums specifically to be paid by Tenant hereunder, or default in payment of aircraft landing or parking charges, including finance charges, late fees and penalties, as established by Resolution of the governing body of the City of Roswell, and such default shall not have been cured within ten (10) days after Landlord shall have given to Tenant written notice specifying such default; or

b. Default in the observance of any of the Tenants’ covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Tenant, and such default shall not have been cured within thirty (30) days after Landlord shall have given to Tenant written notice specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied or cured within such thirty (30) day period, then such default shall not be an enforceable default against Tenant for the purposes of this paragraph if Tenant shall have commenced curing such default within such thirty (30) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of; or

c. Finally and without further possibility of appeal or review (1.) be adjudicated bankrupt or insolvent, (2.) have a receiver or trustee appointed for all or substantially all of its business or assets, or (3.) suffer an order to be entered approving a petition filed against Tenant seeking reorganization of Tenant 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 the Premises vacant or deserted for a period of sixty (60) consecutive days; or

f. Use the Premises for purposes other than those set forth in Paragraph 18 hereof, of fail to use the Premises for any purpose for a period of sixty (60) consecutive days and such lack of use shall continue for thirty (30) days after Landlord has given Tenant written notice specifying the default.

15. REMEDIES OF LANDLORD FOR DEFAULT. If Tenant is in default of this Lease, then Landlord shall have the following remedies:

a. Landlord may sue to collect any and all sums which may accrue to Landlord by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease, Tenant hereby waiving all demands for rent;
b. Landlord may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease;

c. Landlord may, without further notice to Tenant and without further demand for rent due or for the observance or performance of any of said terms, conditions or agreements, immediately re-enter the Leased Premises by force or otherwise, without being liable therefor, and remove all persons and property therefrom, using such force as may be necessary. If this Lease shall be terminated before its expiration by reason of Tenant’s default, or if the Tenant shall abandon or vacate said Premises before the expiration of the term of this Lease, the same may be re-rented by Landlord (but Landlord shall not be obligated so to do) for such rent and upon such terms as Landlord may see fit and Tenant shall stand liable to Landlord for any deficiency. Any costs incurred in storing Tenant’s property shall be considered additional damages recoverable by Landlord.

d. If Tenant shall at any time be in default in fulfilling any of the covenants of the Lease, Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant, take or cause to be taken such action or make such payment as may be required by such covenant, at Tenant’s risk and expense, and all expenses, costs and liabilities of Landlord incurred under this paragraph shall be deemed additional rent hereunder and shall be payable to Landlord on demand together with interest thereon at the rate of fifteen percent (15%) per annum.

e. The remedies of Landlord hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Landlord may be lawfully entitled. The failure of Landlord to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such or any other covenant or option, nor shall the receipt by Landlord of rent with knowledge of any default by Tenant, or any other action of Landlord except a waiver expressed in writing signed by Landlord, be deemed a waiver of such default, nor shall the acceptance of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof or absolve Tenant from its obligation to pay the full rental herein provided, but the acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. LEGAL FEES. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities, loss damage and expense by reason thereof, including reasonable attorney’s fees and all reasonable costs incurred by Landlord in such action. If any action shall be brought to recover any rental under this Lease, or for or on account of any other default/abnormal of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery of possession of the Premises, Landlord shall be entitled to recover from Tenant all reasonable attorney fees and costs.

17. BANKRUPTCY. If Tenant should be adjudged bankrupt, either voluntarily or involuntarily, Landlord shall have the option to pursue with the Court having jurisdiction all remedies to which Landlord may be entitled in law or equity. In no event shall Tenant’s interests in this Lease be deemed to be an asset of Tenant.
18. USE OF THE PREMISES.
   a. Tenant shall use the Leased Premises solely for the purpose of constructing an aircraft hangar for aircraft repair, 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. Tenant shall be bound by the Roswell City Code or as may be amended from time to time and all applicable policies and procedures of the Roswell Air Center (ROW), and resolutions of the governing body of the City of Roswell.

b. 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. This responsibility extends to any materials of whatsoever kind, type or description generated on or as a part of Tenant’s occupancy of the Premises that might be considered to be, to cause, or result in Foreign Object Damage (FOD). 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, foreign object debris (fod) collectively, 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 (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.

c. Tenant shall operate its business in such a manner as to prevent the performance of any act or creation or maintenance of any thing 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.

d. 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, is or may become a nuisance or otherwise noxious or objectionable condition.

19. NONDISCRIMINATION PROVISIONS. Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Nondiscrimination in Federally Assisted Programs of the Department of Transportation 49 CFR 21. Landlord shall itself comply with these requirements in its leasing activities.
20. DOMINANT PROVISIONS. The parties acknowledge that the Leased Premises are a part of the ROW and are therefore subject to the provisions of the Indenture between the United States of America and the City of Roswell, dated 24 January 1968, and filed for record in Book 248, Page 901, Office of the County Clerk, Chaves County, New Mexico and any other agreements or understandings. The provisions of the above described indenture are hereby incorporated herein by reference and accepted as binding by the parties hereto.

21. ACCESS TO INSPECTION OF PREMISES. Upon giving reasonable notice to Tenant, Landlord and the Federal Aviation Administration, their agents, or contractors may enter upon the Premises during Tenant’s regular business hours and have free access to all buildings and other improvements located thereon for the purpose of inspecting the condition thereof or exercising any right or power reserved to Landlord or the Federal Aviation Administration under the terms and provisions of this Lease.

22. ASSIGNMENT AND SUBLEASE. Tenant shall not assign this Lease, in whole or in part, nor sublet all or any part of the Premises without written consent from the Landlord.

23. 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.

24. INTERPRETATION OF LEASE AGREEMENT. Nothing in this Lease Agreement shall be construed or interpreted as limiting, relinquishing or waiving of any rights of ownership enjoyed by Landlord in the Premises; or waiving or limiting Landlord’s authority or control over the management, operation or maintenance of property, except as specifically provided for in this Lease Agreement; or impairing governmental rights and police powers of Landlord.

25. PARAGRAPH 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 Lease.

26. NOTICES.
   a. All notices, requests or other communications to Landlord shall be given by regular and certified mail addressed to the following:

      Air Center Manager
      1 Jerry Smith Circle
      Roswell, NM 88203

   b. All notices, requests or other communications to Tenant shall be given by regular and certified mail addressed to the following:

      The FIS Company, Inc
      3 W Challenger

Page 8 of 11
THE FIS COMPANY Lease July ‘20
06/25/2020 Legal Committee
--23--
City of Roswell, New Mexico
Tenant Initials ________
27. **EFFECT.** The terms and provisions hereof shall extend to and be binding upon the successors and assigns of the parties hereto.

28. **WAIVERS.** One or more waivers of any covenant, term or condition of this Lease shall not be construed as a waiver of a subsequent default or breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

29. **GOVERNING LAW; VENUE.** This Lease and the rights and obligations of the parties hereunder shall be governed by New Mexico law. Any suit brought by either party regarding this agreement or default or breach thereof shall be filed in the courts of Chaves County New Mexico.

30. **TERMINATION.** This Lease may be terminated by Tenant by giving ninety (90) days written notice. This lease may be terminated by Landlord by reason of default as provided for in paragraph 14.

31. **SITE SUITABILITY.** Landlord makes no warranty as to the suitability of the Premises for any purpose. It is Tenant’s responsibility to determine site suitability prior to proceeding with any construction. Further, Tenant shall indemnify and hold harmless Landlord from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys’ fees and costs) which arise out of, relate to or result from any act or omission of Tenant.

32. **FIRST RIGHT TO RE-LEASE.** If this Lease has not been otherwise terminated, and if no default by Tenant exists upon the expiration of the term hereof, Landlord shall give Tenant the first right to re-lease the above described property, structures and improvements located hereon upon such terms and conditions as may be prescribed by Landlord.

33. **ENTIRE AGREEMENT AND AMENDMENT.** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, with all negotiations, considerations, and representations between the parties having been incorporated herein. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Lease Agreement other than those specifically set forth herein. This Lease Agreement is the entire Agreement and may be amended only in writing signed by Tenant and approved by Landlords Governing Body.

IN WITNESS WHEREOF, this Lease Agreement is executed this ______ day of ________ 2020.

LANDLORD:
EXHIBIT “A”

Premises:
An area of land consisting of 19,000 square feet ±, located between Hangar 1532 and Hangar 1533 at the Roswell Air Center

32 West Challenger
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of July, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and OLD DOG BROTHERHOOD, Roswell Chapter, 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. 734 consisting of 2,484 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).

2. TERM. The Lease term is for one (1) year, commencing on August 1, 2020 and ending July 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Three Thousand, Ninety Six Dollars ($3,096), payable in 12 monthly installments of $258.00. 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 $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
EXHIBIT "A"

Premises: Building No. 734 consisting of 2,484 square feet ±.

7 West Challenger

Roswell International Air Center

EXHIBIT "A"
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of July, 2020 by and between the CITY OF ROYWELL, NEW MEXICO, a municipal corporation, hereinafter designated “Landlord”, and MICHAEL JOSEPH ROHRBACHER, 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:

   An area of land consisting of 650 square feet, more or less, and a container, located at the Roswell 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 August 1, 2020 and ending July 31, 2021 unless sooner terminated by provision hereof.

3.  RENT.  Tenant agrees to pay to Landlord as rent the sum of One Thousand, Five Hundred Seventy Three Dollars and Eighty Cents ($1,573.80), payable in 12 monthly installments of $131.15. 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 $90.00 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
EXHIBIT “A”

Premises: An area of land consisting of 650 Square Feet ± and a container.

Southwest Quadrant

Roswell International Air Center

EXHIBIT “A”
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of July, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated “Landlord”, and CARL DAY, 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:

“T” Hangar Building 120 Space 5 consisting of 1,002 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).

2. TERM. The Lease term is for one (1) year, commencing on August 1, 2020 and ending July 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand, Two Hundred Ninety Two Dollars ($2,292.00), payable in 12 monthly installments of $191.00. 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 $182.00 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 Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

Page 1 of 10

Day Lease Aug ‘20

06/25/2020 Legal Committee
--31--

City of Roswell, New Mexico

Tenant Initials: ________
EXHIBIT “A”

Premises: A portion of Hangar No. 120, Space 5 consisting of 1,002 square feet ±.

40 Jennifer Lane
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of July, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and VETERINARIANS OUTLET OF NM, INC., a New Mexico 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:

A portion of Building No. 112A consisting of 9,753 square feet, more or less, located at the Roswell Air Center, identified on a plat attached hereof, identified and listed as Exhibit “A” (Premises).

2. TERM. The Lease term is for one (1) year, commencing on August 1, 2020 and ending July 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Twenty One Thousand, Two Hundred Twelve Dollars and Forty Cents ($21,212.40) payable in 12 monthly installments of $1,767.70. 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 $1,150.00 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)
EXHIBIT “A”

Premises: Building No. 112A consisting of 9,753 square feet ± and use of fenced area.
44 East Martin Street

EXHIBIT “A”
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of July, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and WALKER AVIATION MUSEUM FOUNDATION, 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:

   Office area in Building No. 1 consisting of 930 square feet, more or less, located inside the front entrance to the Terminal located at the Roswell 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 August 1, 2020 and ending July 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of One Thousand, Nine Hundred Fifty Six Dollars and No Cents ($1,956.00), payable in 12 monthly installments of $163.00. 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. Intentionally left blank.

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, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

6. MAINTENANCE.
   a. Tenant shall maintain the Premises in a safe and clean condition, in good order and repair. Tenant further agrees, at its sole cost and expense, to maintain the Premises, including improvements, in a clean and policed condition at all times and attractively maintained.

   b. Tenant shall make necessary corrections and/or adjustments to maintenance practices as inspections reasonably determine. Landlord shall be the sole and reasonable judge of the quality of maintenance
EXHIBIT “A”

PREMISES: Office Space in the Terminal, Building No. 1, consisting of 456 square feet ± and 930 square feet ±.

1 Jerry Smith Circle

EXHIBIT “A”
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of July, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and HARRIET K. PARTAIN, 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 No. 120 space 1 consisting of 1,175 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).

2. TERM. The Lease term is for one (1) year, commencing on August 1, 2020 and ending July 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand, Three Hundred Eighty Eight Dollars and No Cents $2,388.00), payable in 12 monthly installments of $199.00. 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 $140.00 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.
Premises: "T" Hangar 120 Space 1 consisting of 1,175 square feet ±. 40 Jennifer Lane

EXHIBIT "A"

Roswell International Air Center
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 9th day of July, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and HOMETECH IMPROVEMENTS LLC, a New Mexico limited liability 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:

   Office space in Building No. 1, the Terminal, consisting of 100 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).

2. TERM. The Lease term is for one (1) year commencing on August 1, 2020 and ending July 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of One Thousand, Two Hundred Thirty Six Dollars and No Cents ($1,236.00), payable in 12 monthly installments of $103.00. 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 $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.
EXHIBIT "A"

PREMISES: Office Space in the Terminal, Building No. 1, consisting of 100 square feet ±.

1 Jerry Smith Circle

EXHIBIT "A"
ACTION REQUESTED: Consider recommending approval of ranked RAC projects on the Master Projects List.

BACKGROUND: Initiated by: Joe Neeb/Scott Stark

Last year staff presented to the City Council the Master Project List of all projects for city departments. The intent of the list was to allow for discussion and decision among staff and Council on ranking of projects for funding from federal, state and local appropriations. In addition, staff will use the ranked projects to develop the annual Infrastructure Capital Improvement Plan (ICIP) for submittal in September.

Due to the number of departments and projects, the list was divided among the 5 standing committees. At each committee, staff will provide an overview of the projects and request the committee to rank the projects and recommend the top projects for consideration in the ICIP.

FINANCIAL CONSIDERATION: No financial consideration is requested at this time.

LEGAL REVIEW: No legal review is required at this time.

BOARD and/or COMMITTEE ACTION: The Legal Committee is scheduled to meet on Thursday, June 25, 2020.

STAFF RECOMMENDATION: Consider recommending approval of ranked RAC projects on the Master Projects List.
<table>
<thead>
<tr>
<th>Item #</th>
<th>FY 21 Ranking</th>
<th>COR Project No.</th>
<th>ICP List:</th>
<th>Department/ Sector</th>
<th>Project Name:</th>
<th>Notes:</th>
<th>Responsible Department:</th>
<th>% Compl</th>
<th>Fund: Dept. Year</th>
<th>Total Project Estimate</th>
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<th>2021</th>
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<td>RAC</td>
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<td>Airport Terminal Deferred Maint</td>
<td>Deferred maintenance needed for building</td>
<td>Facilities</td>
<td>0%</td>
<td>1101 4071</td>
<td>2019</td>
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<td>Dean Baldwin Building</td>
<td>Deferred maintenance needed for building</td>
<td>Facilities</td>
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<td>RAC</td>
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<td>Aircraft Rescue &amp; Firefighting Training Facility</td>
<td>Aircraft Rescue and Firefighting Training Facility. There is currently no certified burn training center in New Mexico. Commercial airports must rely on Air Force bases or go out of state to get the FAA required training. Partial FAA funding may be available in 2023</td>
<td>Facilities</td>
<td>0%</td>
<td>1101 4071</td>
<td>2019</td>
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<td>State Grant 17-03 (50/50)</td>
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<td>Make room for parking</td>
<td>Facilities</td>
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<td>Demolish Building 754</td>
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<td></td>
<td>Backup Generator - Terminal</td>
<td>Install Generator Transferred from FAA</td>
<td>Facilities</td>
<td>0%</td>
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<td>Backup Generator - RIAC</td>
<td>Backup for lift station located at the RIAC</td>
<td>Facilities</td>
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<td>5300 4353</td>
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<td>Terminal Baggage Makeup Room Remod.</td>
<td>Demo wall to make 1 large room to accommodate TSA baggage scanner</td>
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<td>Construct Large Hangers (MAP)</td>
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<td>T-Hanger</td>
<td>construction of 10 new T-hangers</td>
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<td></td>
<td>Airplane shelters</td>
<td>Construction of patio shelters</td>
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<td>Baggage Area Remodel</td>
<td>Required to better serve airlines and passengers</td>
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<td>ARFF Apparatus</td>
<td>Purchase equipment. FAA partial funding 2024.</td>
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<td>Vehicles</td>
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<td>Marketing Kiosk</td>
<td>Kiosk established to sell merchandise</td>
<td>Public Affairs</td>
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<td>RIAC Runway 3-21 Light &amp; Sign Relocate</td>
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<td>Drainage Study</td>
<td>AIP Entitlement</td>
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<td>Master Plan Update</td>
<td>Required by the FAA to update master plan</td>
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<td>0%</td>
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<td>Apron Ramp Rehab (MAP)</td>
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<td>Runway 3/21 SE Dev Phase I, phase II and phase III (MAP)</td>
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<td>0%</td>
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<td>5100</td>
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<td>RAC</td>
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ACTION REQUESTED: Consider recommending approval of the Real Estate Purchase Agreement with Ergon Asphalt & Emulsions, Inc.

BACKGROUND: Initiated by: Scott Stark/Mark Bleth

Ergon Asphalt and Emulsions currently has a leasehold at the Roswell Air Center and pays $1,030.47 per month. They would like to purchase the land that is currently in their leasehold in order to invest in plant expansion. Their current lease expires February 28, 2028. Ergon has been a customer since December 2016.

The proposed Agreement provides for Ergon to purchase the subject parcel at the appraised market value. Sale is subject to passage of an ordinance by the governing body and a potential referendum election. The City will reserve an easement for its rail line. Ergon is further agreeing to make improvements, subject to a reversionary interest by the City.

FINANCIAL CONSIDERATION: Ergon would pay the City $340,000 as the purchase price for the parcel.

LEGAL REVIEW: The Interim City Attorney has reviewed the proposed Agreement.

Pursuant to NMSA 1978 § 3-54-1, sale of real estate must be approved by the City Council by passage of an ordinance, which is effective after 45 days, unless a referendum petition is filed. If a referendum petition is timely filed, the City must pass an election resolution and hold a referendum election within 90 days. If a majority of the voters disapprove the sale, the ordinance is ineffective.

BOARD and/or COMMITTEE ACTION: The Legal Committee is scheduled to meet on Thursday, June 25, 2020.

STAFF RECOMMENDATION: Consider recommending approval of the Real Estate Purchase Agreement with Ergon Asphalt & Emulsions, Inc.
REAL PROPERTY PURCHASE AGREEMENT

This Real Property Purchase Agreement (this “Agreement”) is made and entered into as of May __, 2020 (the “Effective Date”) by and between Ergon Asphalt & Emulsions, Inc., a Mississippi corporation (“Purchaser”), and the City of Roswell, New Mexico, (hereinafter “Seller”). Seller and Purchaser are sometimes referred to herein individually as a “Party” or collectively as the “Parties”.

Seller owns certain real property and improvements located in the City of Roswell, New Mexico. Purchaser currently leases the property pursuant to assignment of a Lease Agreement dated February 14, 2008, between Seller and Western Emulsions, Inc.(the “Lease”). Seller desires to sell and Purchaser desires to purchase such property upon the terms of this Agreement.

In consideration of the mutual covenants set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. PURCHASE AND SALE

1.1 Property to Be Purchased. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined), on and subject to the terms and conditions set forth in this Agreement, approximately 13.3974 acres of real property described as Lots 1, 2 and 3, Block 1, RIAC, Unit One -Phase I, City of Roswell, Chaves County, New Mexico, as more particularly described on Exhibit A hereto, together with: (a) all rights, and appurtenances thereunto; and (b) all easements or rights of Seller in adjacent roads and streets or in any adjacent strips or gores of land (collectively, the “Property”).

The Property shall be conveyed to Purchaser at the Closing by general warranty deed, free and clear of all liens, easements, covenants, rights-of-way, reservations, restrictions, tenancies, and any other encumbrances of whatsoever nature (herein collectively called the “Encumbrances”) except the Permitted Exceptions (as hereinafter defined). Seller shall also assign to Purchaser at the Closing any and all permits, permit applications and similar rights pertaining to the Property (the “Permits”).

1.2 Purchase Price. The purchase price (the “Purchase Price”) to be paid by Purchaser to Seller for the Property shall be Three Hundred Forty Thousand Dollars ($340,000) payable in U.S. Dollars by wire transfer at the Closing. The Parties acknowledge that the Purchase Price is the fair market value of the Property as determined by the appraisal of WT Appraisal, Inc. dated September 10, 2019.

1.3 Title Commitment and Survey. (a) Purchaser shall within thirty (30) days following the Effective Date procure from Stewart Title Guaranty Company or other title company chosen by Purchaser (the “Title Company”) a commitment to issue an ALTA Owner's Policy of Title Insurance (the “Title Commitment”) in the amount of the Purchase Price, insuring title to the Property to be in Purchaser as of the Closing subject only to the Permitted Exceptions.

(b) Purchaser may, in its discretion, obtain an update of its existing ALTA/NSPS Land Title Survey dated October 13, 2016, by Timothy S. Martinez, P.S. (the “Survey”).

(c) If the Title Commitment or the Survey fails to show indefeasible fee simple title to the Property to be in Seller, free and clear of all Encumbrances, or any other material matter unsatisfactory to Purchaser, then Purchaser shall give Seller written notice thereof, within fifteen (15) days after Purchaser’s receipt of
the later of the Title Commitment and the Survey, specifying Purchaser's objections (the “Objections”), if any. Seller shall use reasonable efforts to cure the Objections. Any matters shown by the Title Commitment or Survey and not objected to shall be deemed Permitted Exceptions (the “Permitted Exceptions”). In addition to the foregoing, those matters shown as exceptions numbered 8 – 26 of Schedule B of that certain Owners (Leasehold) Policy of Title Insurance dated January 4, 2017, shall be deemed Permitted Exceptions.

(d) If Seller does not cure the Objections such that the Title Commitment and/or the Survey may be amended to give effect to matters that are cured or are to be cured within the thirty (30) day period following receipt of the notice of Objections from Purchaser, Purchaser shall have the right to either (i) terminate this Agreement by giving notice thereof to Seller within ten (10) days after the expiration of said thirty (30) day period, whereupon neither Party hereto shall have any further rights or obligations hereunder; or (ii) waive the Objections and consummate the purchase of the Property subject to the uncured Objections which shall be deemed to be Permitted Exceptions.

1.4 Inspection Period. (a) Seller has furnished or shall furnish to Purchaser within five (5) days after the Effective Date, all engineering plans, drawings, surveys, soil tests, borings, licenses, permits, leases, title insurance policies, title commitments, environmental reports and similar reports or studies in Seller’s possession, custody or control and relating to the Property, if any, and all such information may be used by Purchaser in connection with its due diligence activities.

(b) During the thirty (30) day period following the Effective Date (the “Inspection Period”), Purchaser and Purchaser’s agents or contractors, at Purchaser’s sole expense shall have the right to make such inspections and tests of the Property as Purchaser may desire to determine whether, in Purchaser’s sole discretion, the Property is suitable for Purchaser’s intended use thereof (collectively, the “Inspections”). If as a result of the Inspections the Property is determined to be unsuitable, for any reason, as determined by Purchaser, Purchaser may terminate this Agreement by giving written notice to Seller of such termination prior to expiration of the Inspection Period.

II. CLOSING

2.1 Closing. The Closing (the “Closing”) of the sale of the Property from Seller to Purchaser shall occur at such time of day and place as may be mutually agreed upon by Purchaser and Seller within thirty (30) days following expiration of the forty-five (45) day waiting period following final approval of the sale of the Property by Seller’s governing body, provided that in the event any of Purchaser’s conditions of Closing as set forth in Section 4.1 have not been satisfied as of such date, Purchaser shall have the right to postpone the Closing until such Closing conditions are satisfied or otherwise waived (subject to the Longstop Date as defined in Section 5.1) (the “Closing Date”). In the event that a referendum petition pursuant to NMSA 1978 § 3-54-1(E) is timely filed, the Closing Date shall be postponed until after the results of a referendum election on the sale of the Property have been canvassed and certified. Time is of the essence with regard to the Closing Date. The Lease shall terminate as of the Closing Date and, if requested by either Party, the Parties shall deliver at Closing a written termination of the Lease.

2.2 Closing Deliveries. (a) By Seller. Seller, at Seller's expense, shall deliver or cause to be delivered to Purchaser at the Closing: (i) a General Warranty Deed (the “Deed”) subject only to the Permitted Exceptions; (ii) bills of sale, assignments or other instruments sufficient to convey any personal property and the Permits, if any; (iii) a nonforeign affidavit; (iv) an Owners and Contractors Affidavit (or other similar affidavits required by the Title Company); (v) a Certificate of an authorized official of Seller.

2 Note to draft: Can City provide complete Phase I report from 2016 including all attachments?
certifying that the representations and warranties made by Seller herein remain true and correct in all respects on the Closing Date; (vi) a Certificate of an authorized official of Seller setting forth resolutions of Seller authorizing the execution and performance of this Agreement and the transactions contemplated hereby; and (vii) such other and further instruments or certificates as may be required by the Title Company (all of the foregoing collectively the “Seller's Closing Documents”).

(b) By Purchaser. Purchaser shall deliver or cause to be delivered to Seller at Closing: (i) the Purchase Price as provided by Section 1.2, plus or minus the prorations and adjustments provided in this Agreement; and (ii) a certificate of Purchaser's Secretary or other authorized officer setting forth resolutions of Purchaser authorizing the execution and performance of this Agreement and the transactions contemplated hereby.

2.3 Fees and Costs. Seller and Purchaser shall each pay their respective attorney's fees. All other closing costs shall be paid by Purchaser.

2.4 Prorations. All rent under the Lease and any similar obligations for the year in which the Closing occurs applicable to the Property, if any, shall be apportioned between Purchaser and Seller on a pro rata basis.

III. REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows: (a) the execution, delivery and performance of this Agreement by Seller have been or will be, as of the Closing Date, duly authorized by all necessary action, and will not result in a violation of, be in conflict with or constitute a default under any agreement, instrument, judgment, decree, order, statute, rule or government regulation to which Seller is a party or by which it or its properties are bound; nor will such execution, delivery and performance result in the creation of any mortgage, lien, charge, encumbrance upon or claim against the Property; (b) there is no action, suit or proceeding pending or to Seller's knowledge, threatened against Seller which involves the Property or the possibility of any adverse judgment or liability which would reasonably be expected to have an adverse effect on Seller's title to or ability to transfer the Property to Purchaser or otherwise perform its obligations pursuant to this Agreement; and to Seller's knowledge there are no judgments, orders, writs, injunctions or decrees that have been issued by, or requested of, any court or governmental agency which do or may have an adverse effect on the Property or Seller's performance of this Agreement; (c) Seller has not received, any citation, directive, inquiry, notice, order, summons, warning, or other communication that relates to hazardous activity, hazardous materials, or any alleged, actual, or potential obligation to undertake or bear the cost of any environmental, health, and safety liabilities with respect to the Property.

3.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller that: (a) Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of Mississippi and has full power and authority to enter into and perform this Agreement; (b) the execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary corporate action and will not result in a violation of, be in conflict with or constitute a default under Purchaser's Articles of Incorporation or Bylaws or, to Purchaser's knowledge, any agreement, instrument, judgment, decree, order, statute, rule or government regulation to which Purchaser is a party or by which it or its properties are bound; and (c) there is no action, suit or proceeding pending or to Purchaser's knowledge, threatened against Purchaser which involves the possibility of any adverse judgment or liability
which would reasonably be expected to have an adverse effect on Purchaser's ability to perform its obligations pursuant to this Agreement; and to Purchaser's knowledge there are no judgments, orders, writs, injunctions or decrees that have been issued by, or requested of, any court or governmental agency which do or may have an adverse effect on Purchaser's performance of this Agreement.

IV. CONDITIONS TO CLOSING

4.1. **Conditions to Purchaser's Obligation.** The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction of each of the following conditions as of the Closing Date, except to the extent any such condition is waived in whole or in part by Purchaser, in writing, at or prior to Closing: (a) the representations and warranties of Seller contained in this Agreement shall be true in all material respects when made and as of the Closing Date and Seller shall have performed all its obligations and complied with all its covenants pursuant to this Agreement; (b) as of the Closing Date there shall be no injunction, writ, preliminary restraining order, or order of any nature issued or threatened by a court of competent jurisdiction directing that the transactions contemplated by this Agreement not be consummated; (c) there shall have occurred no material adverse change in the condition of the Property since the conclusion of the Inspections, or any adverse zoning change or other governmental restriction since conclusion of the Inspection Period; and (d) Seller shall have obtained and provided to Purchaser any required consents of the Federal Aviation Administration to the proposed transfer of the Property.

4.2 **Conditions to Seller's Obligations.** The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction of each of the following conditions as of the Closing Date, except to the extent any such condition is waived in whole or in part by Seller, in writing, at or prior to Closing: (a) the representations and warranties of Purchaser contained in this Agreement shall be true in all material respects when made and as of the Closing Date and Purchaser shall have performed all its obligations and complied with all its covenants pursuant to this Agreement; (b) as of the Closing Date there shall be no injunction, writ, preliminary restraining order, or order of any nature issued or threatened by a court of competent jurisdiction directing that the transactions contemplated by this Agreement not be consummated; (c) passage by the Seller's governing body of an ordinance pursuant to NMSA 1978 § 3-54-1(D) (the “Sale Ordinance”); and (d) a majority of votes at a referendum election approves the sale of the Property, in the event a petition for referendum on the Sale Ordinance pursuant to NMSA 1978 § 3-54-1(E) is timely filed.

V. POST CLOSING COVENANTS

5.1 **Landscaping.** Within 90 days following the Closing Purchaser will install reasonable privacy landscaping along the north and west boundaries of the Property to provide a buffer between Purchaser’s plant and the adjacent residential area. The landscaping shall consist of cedar-type tree plantings and associated ground cover and irrigation.

5.2 **Rail Line Easement.** Seller will reserve in the Deed or by separate instrument delivered at Closing an easement for the location, maintenance, operation and extension (across Martin Street) of the existing rail main line on the Property as depicted on Exhibit B as the “Rail Line Easement” (which easement shall extend fifteen feet (15’) either side of the centerline of the rail track as shown on Exhibit B, which main line shall remain the property of Seller.

5.3 **Infrastructure Improvements.** In order to provide Purchaser with uninterrupted use of the
existing rail crossing on Railroad Avenue the Parties agree to the following:

(a) Seller shall at or prior to Closing vacate and abandon that portion of Wells Street/Railroad Avenue lying within the Property boundary.

(b) Purchaser shall, within 90 days following the Closing, at Purchaser’s cost, make the infrastructure improvements described and depicted on Exhibit C, including: (i) construction of a new connector road linking the remaining segment of Railroad Avenue to E Earl Cummings Loop and a cul de sac at the locations shown on Exhibit C pursuant to plans and specifications prepared by Purchaser’s contractor and mutually approved by the Parties (the “New Construction”);

(c) Upon substantial completion of the New Construction (i) Seller will close the portions of Railroad Avenue and SE Wells Street depicted on Exhibit C; and (ii) upon such closure, Purchaser will commence and pursue to completion demolition of the closed portions of Railroad Avenue and SE Wells Street depicted on Exhibit C.

Seller will provide prior to Closing formal approval of future curb cuts from the Property onto E. Martin Street in the locations shown on Exhibit B.

5.4 Reversion. The Deed shall provide that the Property shall, at the Seller’s option, revert to the Seller at the same cost as the Purchase Price, if the Purchaser does not complete the Infrastructure Improvements, within one year from the date of the Closing. Upon determination by the City that the Infrastructure Improvements have been satisfactorily completed, which determination shall not be unreasonably withheld, the Seller shall execute and cause to be filed in the real property records of the Chaves County, New Mexico an amendatory deed, or other evidence of clear title which the Purchaser may reasonably request, eliminating the City’s reversion.

5.5 Survival. The obligations of the Parties pursuant to this Article V shall survive the Closing and delivery of the Deed.

VI. TERMINATION, DEFAULT AND REMEDIES

6.1 Termination. This Agreement and the transactions contemplated hereby may be terminated: (a) by a Party, upon the failure of a condition of such Party’s obligation to close as set forth in Article IV, except where such failure is the direct result of such Party’s act or omission; (b) by Purchaser in the event that all or any material part of the Property is destroyed, lost or damaged by any cause whatsoever prior to the Closing Date or in the event that all or any material part of the Property is condemned, expropriated or seized prior to the Closing Date; (c) by Purchaser pursuant to Sections 1.3 or 1.4 herein; or (d) by Seller in the event that Seller’s governing body fails to pass the Sale Ordinance or a majority of the votes cast at a referendum election disapprove the transaction contemplated herein, in the event a petition for referendum on the Sale Ordinance pursuant to NMSA 1978 § 3-54-1(E) is timely filed, (e) by either Purchaser or Seller if the Closing shall not have occurred by December 31, 2020 (the “Longstop Date”), provided that the right to terminate this Agreement under this Section 6.1(d) shall not be available to a Party whose breach of a representation, warranty, covenant or agreement under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or before the Longstop Date.
6.2 **Default.** If either Party fails or refuses to consummate the purchase of the Property pursuant to this Agreement at the Closing or fails to perform any of its other obligations hereunder, whether at or prior to the Closing, for any reason other than termination of this Agreement by such Party pursuant to a right so to terminate expressly set forth in this Agreement or the other party’s material breach of this Agreement, then the non-defaulting Party shall have the right to: (a) enforce specific performance of the defaulting Party’s obligations under this Agreement; or (b) terminate this Agreement.

**VII. MISCELLANEOUS**

7.1 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute but one and the same instrument. In the event that any signature is delivered by facsimile transmission or by electronic delivery of a portable document format (".pdf") data file or similar media, such signature shall create a valid and binding obligation of the Party so executing this Agreement (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or " .pdf" signature were an original thereof.

7.2 **Nonwaiver.** No waiver by a Party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such Party.

7.3 **Notice.** All notices contemplated by this Agreement shall be in writing and shall be delivered personally or shall be sent by registered or certified mail, postage prepaid, or by prepaid overnight delivery service, to the addresses for a Party set forth on the signature page hereof, or to such other address, telecopier number or person as any Party may designate by written notice to the other Party. Notice shall be deemed to be given (i) when delivered personally; or (ii) if sent by certified mail or overnight delivery service, at the time of delivery as indicated on the duly completed U. S. Postal Service return receipt or the time of package pickup as indicated on the records or certificates provided by the overnight delivery service.

7.4 **Further Assurances.** The Parties agree to execute and deliver such further instruments, documents and agreements as may be necessary or appropriate to carry out the terms and provisions of this Agreement.

7.5 **Assignment.** This Agreement shall be binding upon the Parties, and their representatives, successors and assigns, if any. This Agreement shall not be assignable without the express written consent of all Parties hereto.

7.6 **Entire Agreement; Amendment.** This Agreement, together with the other documents contemplated hereby constitute the entire agreement between the Parties and supersedes all prior oral and/or written agreements or understandings between the Parties with respect to the transactions contemplated hereby. This Agreement may be amended only by written agreement of the Parties hereto.

7.7. **Governing Law; Enforcement.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. No presumption shall be deemed to exist in favor of or against any Party as a result of the negotiation or preparation of this Agreement. If at any time either Party shall employ legal counsel in an attempt to enforce the obligations of the other Party and/or rights arising under the terms of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief, such reasonable legal fees, costs and expenses incurred by such prevailing Party.
7.8 **Agents.** Seller hereby represents and warrants that it has not engaged the services of any agent, broker, or similar party in connection with this transaction. Purchaser represents and warrants that it has not engaged the services of any agent, broker, or similar party in connection with this transaction. Seller and Purchaser each hereby agree to indemnify the other for any other claim for brokerage commissions or the like asserted by any person claiming to have been engaged by the party against whom indemnity is sought.
The Parties are signing this Agreement as of the Effective Date.

SELLER: THE CITY OF ROSWELL, NEW MEXICO

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Address for Notices to Seller:

________________________________________
________________________________________

PURCHASER: ERGON ASPHALT & EMULSIONS, INC.

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Address for Notices to Purchaser:

Ergon Asphalt & Emulsions, Inc.
Post Office Box 1639 (39215-1639) (Mailing)
2829 Lakeland Drive (Physical)
Jackson, Mississippi 39232
Attn: President
Telephone: (601) 933-3000
Facsimile: (601) 933-_______
EXHIBIT A
Property Description

LOTS NUMBERED ONE (1), TWO (2), AND THREE (3) IN BLOCK ONE (1) OF RIAC UNIT ONE - PHASE ONE, IN THE CITY OF ROSWELL, COUNTY OF CHAVES AND STATE OF NEW MEXICO, AS SHOWN ON THE OFFICIAL PLAT FILED IN THE CHAVES COUNTY CLERK’S OFFICE ON DECEMBER 19, 1989 AND RECORDED IN BOOK M OF PLAT RECORDS, CHAVES COUNTY, NEW MEXICO, AT PAGE 45.
EXHIBIT C

Infrastructure Improvements

- Road demolition at Railroad Avenue and SE Wells Street
- New connector road linking the remaining segment of Railroad Avenue and E Earl Cummings Loop
- New cul de sac
AGENDA ITEM NO. 5– ABSTRACT

LEGAL COMMITTEE MEETING

Thursday, June 25, 2020 at 4:00 PM

Roswell Convention & Civic Center

912 N. Main St. Meeting Room A, Roswell, NM 88201

Thompson Consulting Services Agreement

ACTION REQUESTED:
Consider recommending to City Council approval the Services Agreement with Thompson Consulting, LLC.

BACKGROUND:
Initiated by: Joe Neeb

Many of the decisions that occur in the State legislature have a direct impact on the City of Roswell’s operations and ability to serve its constituents. It is extremely difficult for the elected officials to remain in continuous contact with the legislators during the legislative cycles as many of the decisions occur throughout the entire term and at other occasions. Through this agreement, the City of Roswell will maintain an individual in direct contact with all legislators throughout the year. The agreement would be maintained through April 15, 2021 with a 7 day termination clause.

FINANCIAL CONSIDERATION:
The Agreement requires the City to pay to Thompson Consulting $4,000.00 a month plus applicable New Mexico gross receipts Tax through April 15, 2021.

LEGAL REVIEW:
The Interim City Attorney has reviewed the proposed Agreement.

Contracts and Agreements generally require Council approval before adoption

BOARD and/or COMMITTEE ACTION:
The Legal Committee is scheduled to meet on Thursday, June 25, 2020.

STAFF RECOMMENDATION:
Consider recommending to City Council approval the Services Agreement with Thompson Consulting, LLC.
SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement") is hereby entered into on this Effective Date (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 THOMPSON CONSULTING, LLC, a(n) New Mexico Limited Liability Company, whose principal address is PO Box 22082, Albuquerque, NM 87154 ("Thompson Consulting"), collectively referred to herein as the Parties.

RECITALS

WHEREAS, Thompson Consulting provides strategic counsel and government relations services to organizations and companies active in New Mexico; and

WHEREAS, the City wishes to engage Thompson Consulting to perform the services described in Exhibit A according to the terms and conditions hereof, and Thompson Consulting wishes to be so engaged.

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

1. TERM

The term of this Agreement shall commence on the Effective Date and shall continue until April 15, 2021 (the “Term”).

2. SCOPE OF WORK

a. In consideration for the Compensation, as that term is elsewhere defined herein, and for the other warranties, covenants and obligations of the City provided for herein, Thompson Consulting hereby agrees to perform the services described in and according to the terms set forth below in Exhibit A: Scope of Work, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. Thompson Consulting’s requirements under this Section shall be referred to herein as the “Work.”

b. This Agreement does not commit the City to purchase any minimum quantity of services from Consultant or restrict the City’s right to retain others to perform the same or different services.

3. COMPENSATION

In consideration for the Work, and for the other warranties, covenants and obligations of Thompson Consulting set forth herein, the City hereby agrees to pay to Thompson Consulting the
compensation described in and according to the terms set forth below in Exhibit B: Compensation, which Exhibit is attached hereto and incorporated by reference as if set forth fully herein. The City’s requirements under this Section shall be referred to herein as the “Compensation.”

4. **COMPLIANCE WITH LAW**
   a. Thompson Consulting will, at own expense, obtain all permits and licenses, pay all fees, and comply with all federal, tribal, state and local laws, ordinances, rules, regulations and orders applicable to Thompson Consulting's performance under this Agreement.

5. **INDEPENDENT CONTRACTOR**
   a. The relationship of Thompson Consulting to the City shall be that of an independent contractor. Thompson Consulting is not and shall not be considered an employee of the City. Thompson Consulting and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the City. Thompson Consulting’s employees, servants, agents, or representatives are not and shall not be deemed employees of the City.
   
   b. This Agreement shall further not constitute the formation of a partnership or joint venture. Thompson Consulting is without authority to act as the agent or representative of the City and shall not purport to agree to or approve on behalf of the City any contract or obligation of the City or obligate or pledge the credit or funds of the City without written approval from the City.

6. **TERMINATION**

   Either Party may terminate this Agreement at any time during the Term by giving 7 days written notice in advance. Upon such termination, Thompson Consulting will be entitled to payment of the monthly fee established in Exhibit B hereto up to the date of termination, as adjusted, if necessary, for the percentage of days that have expired in the month when termination occurs.

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

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

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

8. **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.

9. **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: Joe Neeb
  - City Manager
  - P.O. 1838, Roswell, NM 88202-1838

- **THOMPSON CONSULTING, LLC**
  - Attn: Joseph Thompson
  - Member-Manager
  - PO Box 22082, Albuquerque, NM 87154

10. **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.

11. **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.

12. **SEVERABILITY**

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

13. **BINDING EFFECT**

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

14. **NO ASSIGNMENT**

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

15. **AUTHORITY**

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

16. **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.

[SIGNATURES FOLLOW ON NEXT PAGE]
IN WITNESS WHEREOF, Thompson Consulting and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on this Effective Date, the Effective Date hereof.

“City”
CITY OF ROSWELL

By: Joseph W. Neeb
City Manager

“Thompson Consulting”
THOMPSON CONSULTING, LLC

By: Joseph Thompson
Member-Manager

CITY SEAL

Sharon Coll, City Clerk

Approved as to form:

City Attorney
EXHIBIT A: SCOPE OF WORK

Purpose: Assist in the execution of governmental actions favorable to the City.

Scope of Services: Consultant will provide the following Services to City:

1. Develop and improve relationship/credibility for the City with Executive officials and designated staff.
2. Develop and improve relationship/credibility for the City with state legislators and staff.
3. Seek the approval of governmental actions and instruments favorable to the City.
4. Provide advice and counsel to members and City staff on strategic approaches to accomplish the above.

Service Sites: Services will be performed at the following locations: In various governmental offices in Santa Fe, NM, in other State, municipal, county or federal offices or other sites where conducive to do business with officials of such offices.

Labor, Tools, Equipment and Materials: Consultant will be responsible for supplying all labor, tools, equipment and material necessary to provide the Services, including any licenses, bonds, permits, or other items required for Consultant to perform Services.
EXHIBIT B: COMPENSATION

Fee Schedule: The City will pay Consultant $4,000.00 a month plus applicable New Mexico gross receipts tax, as approved by the City, from the Effective Date through April 15, 2021. This fee or term can be amended at any time as negotiated by the Parties. Invoices will include the following: (i) purchase order number, if applicable; (ii) billing period; (iii) a statement regarding consultant services rendered. Properly executed and undisputed invoices will be paid in the United States dollars within thirty (30) days of receipt.
AGENDA ITEM NO. 6– ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, June 25, 2020 4:00 PM
Roswell Convention & Civic Center
912 N. Main St. Meeting Room A, Roswell, NM 88201

Mainstreet Roswell Agreement

ACTION REQUESTED: Consider recommending to City Council approval of the Business Retention & Development Services Agreement, between the City and Mainstreet Roswell, Inc.

BACKGROUND: Initiated by: Juanita Jennings

Roswell MainStreet, Inc. works in partnership with the City of Roswell to provide services to businesses located in and around downtown Roswell and to preserve, develop and promote the downtown Roswell business district. The contemplated Agreement would provide a revised and updated scope of work to support Roswell Mainstreet’s work and continue the City’s existing relationship with Roswell MainStreet.

FINANCIAL CONSIDERATION: The City will commit to pay Mainstreet Roswell $40,000 for services under the Agreement.

LEGAL REVIEW: The Interim City Attorney has reviewed the proposed Agreement. Contracts and Agreements generally require Council approval before adoption.

BOARD and/or COMMITTEE ACTION: The Legal Committee is scheduled to meet on Thursday, June 25, 2020.

STAFF RECOMMENDATION: Consider recommending to City Council approval of the Business Retention & Development Services Agreement, between the City and Mainstreet Roswell, Inc.
BUSINESS RETENTION & DEVELOPMENT SERVICES AGREEMENT

This Business Retention & Development Agreement is made and entered into on ______________., 2020, by and between the City of Roswell, a political subdivision of the State of New Mexico, by and through its duly elected City of Roswell Council, hereinafter referred to as “City”, and the MainStreet Roswell, Inc., hereinafter referred to as “MainStreet”.

WHEREAS, the MainStreet is willing to provide non-industrial services to the City, and

WHEREAS, the MainStreet is the only entity in the City that can provide these services, and as such, is considered a sole provider, and

WHEREAS, the City desires to utilize the services of the MainStreet.

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

1. SCOPE OF WORK. MainStreet shall provide City, business retention and development services. A more detailed description of the scope of work to be performed is attached hereto as Exhibit A and incorporated into this Agreement. The City will evaluate MainStreet’s performance annually.

2. TERM OF THE AGREEMENT. The term of the Agreement shall be for a period of one (1) year beginning July 1, 2020 and running through June 30, 2021. The Agreement may be renewed by the Parties for two additional two (2) year terms, not to exceed a total of four (4) years, and shall not be effective unless memorialized in writing. The renewal of this Agreement at the end of this term shall not be effective unless memorialized in a writing signed by the parties to this Agreement.

3. TERMINATION. Notwithstanding the term, either Party may terminate the Agreement, with or without cause, upon sixty (60) days written notice.

4. COMPENSATION.

   a. The City will allocate funds each fiscal year to be used solely for Business Retention & Development purposes. MainStreet shall submit a funding request to the City by April 5th of each year. The request will include a detailed plan for business retention & development for the upcoming fiscal year. MainStreet shall also comply with the reporting requirements in Paragraph 7 and Exhibit B. The City shall notify MainStreet by July 15th of each year, the amount allocated. The amount funded may change and is subject to City Council’s absolute discretion in appropriating sufficient funds.

   b. The City will direct funds as follows:
      1) Business Retention and Economic Development Services at 75%
      2) Recruitment Services at 25%
c. The City has allocated $40,000 for the initial term of this Agreement for business retention & development, as outlined in Exhibit A, Scope of Work. MainStreet shall invoice the City quarterly. The City agrees to reimburse within ten (10) days of receipt of the invoice after services have been rendered. All invoices should be sent to the attention of the City of Roswell Public Affairs Department; PO Box 1838, Roswell, NM 88202.

d. The City Manager, or designee, will evaluate the performance of MainStreet annually. The City Manager, or designee, will make a finding as to whether MainStreet is in compliance with the terms of the Agreement. If the City Manager determines MainStreet is not in compliance, then MainStreet will receive no further payments until such time as the Council deems MainStreet is in compliance.

5. GOVERNANCE. MainStreet agrees that an individual, as designated by the City Manager, or his designee, will serve as ex-officio, non-voting member of the MainStreet Board of Directors. If MainStreet has a vacancy in the Executive Director position, the City shall have a representative on the search committee.

6. COOPERATION WITH OTHER ENTITIES. MainStreet agrees that it will work closely, and cooperate with, the Roswell-Chaves County Economic Development Corporation (EDC), the Roswell Chamber of Commerce and the Roswell Hispano Chamber of Commerce. MainStreet will not duplicate programs, events, or initiatives in which the EDC, Roswell Chamber of Commerce, or the Roswell Hispano Chamber of Commerce are engaged.

7. REPORTING. MainStreet will make quarterly reports to include activities and board minutes, and quarterly reports including Profit and Loss Actuals vs Budget reports as outlined in Exhibit B. MainStreet will submit its annual budget including a breakout of employee salaries paid through City funding, its most recent financial review, proposed budget and program report, and a report detailing how the City’s funds are expected to be spent to the Public Affairs Director. Such reporting shall also include specific metrics as outlined in Exhibit B. The City shall reserve the right at any time to require MainStreet provide an independent financial audit.

An annual report shall be provided to the entire City Council during a City Council meeting. These reports shall include: a disclosure of MainStreet financial status, MainStreet Profit and Loss Actuals vs Budget and salaries, operations conducted during the preceding year, planned future operations, any other information agreed to by both the MainStreet and the City. In addition, MainStreet will forward to the Public Affairs Director all meeting notices, minutes, and agendas for MainStreet Board meetings.

8. CONTRACTOR STATUS. MainStreet and its employees and agents are independent contractors performing certain services for the City and are not employees of the City. MainStreet, its employees and agents will not receive leave, retirement, insurance, bonding, use of City vehicles, equipment, or any other benefits afforded to employees of the City as a result of this Agreement.
9. **NO PARTNERSHIP.** This Agreement shall not constitute the formation of a partnership, joint venture, or employment relationship. MainStreet is without authority to act as the agent or representative of the City and shall not purport to agree to or approve on behalf of the City any contract or obligation of the City.

10. **SUBCONTRACTING.** This agreement is based upon the skill and reliability of MainStreet. MainStreet may not subcontract or delegate any portion of the services to be performed under this agreement without prior written approval of the City.

11. **ASSIGNMENT.** MainStreet will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the City.

12. **CONFIDENTIALITY.** To the extent permitted by law, any information given to, or developed by MainStreet in the performance of this Agreement will be kept confidential and will not be made available to any individual, organization, or other entity by MainStreet without prior written approval of the City.

13. **INSURANCE.** MainStreet shall provide and maintain in full force and effect throughout the term of this Agreement, at no expense to the City, the following insurance policies:
   
a. A comprehensive general liability policy in the amount of One Million ($1,000,000) Dollars with no limiting modifications.

b. Workers’ Compensation insurance in the statutorily required amount.

14. **NON-DISCRIMINATION:** MainStreet shall not discriminate on the basis of race, religion, national origin, sex, color, physical or mental disability, sexual preference, or marital status in admission or access to, or treatment or employment in, its programs and activities.

15. **INDEMNIFICATION AND HOLD HARMLESS.** MainStreet agrees to accept responsibility for loss or damage to any person or property, to defend, indemnify, hold harmless and release the City, its Council Members, Officials and employees from actions, claims, damages, disabilities, or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions, or willful misconduct of the MainStreet’s employees or agents in the performance of this Agreement by MainStreet hereunder.

16. **ENTIRE AGREEMENT:** This Agreement embodies the entire agreement of the Parties with respect to the subject matters contained herein. This Agreement may be modified or amended, or the provisions hereof waived only by a written instrument signed by the duly authorized representatives of the Parties.

17. **SEVERANCE CLAUSE:** In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18. **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.

19. **DISPUTE RESOLUTION.** The parties agree that prior to seeking to resolve any disputes through judicial proceeding they will engage in good faith efforts to address any perceived or alleged deficiencies in the performance of obligations under this agreement.

20. **NOTICES.** Communication and notices- required by this Agreement, shall be effective if mailed or delivered to the following address:

   CITY MANAGER                EXECUTIVE DIRECTOR
   CITY OF ROSWELL             MAINSTREET ROSWELL
   PO Box 1838                 P.O. Box 1328
   Roswell, NM 88202-1838      Roswell, NM 88202-1328

IN WITNESS WHEREOF, this Agreement is executed this ___ day of ____________, 2020.

“City”  “MainStreet”

CITY OF ROSWELL  ROSWELL MAINSTREET, INC.

By: Joseph Neeb, City Manager  By: Kathy Lay, Executive Director

ATTEST:

Sharon Coll, City Clerk
EXHIBIT A TO SERVICES AGREEMENT

SCOPE OF WORK

MainStreet Roswell shall be responsible for providing the following activities and services for the promotion of business retention & development in the City of Roswell:

Business Retention & Economic Development

1. Promotion of economic vitality and business retention in the City of Roswell.
   a. MainStreet Roswell shall educate and provide resources for businesses in Roswell, including conducting one-on-one meetings with the downtown district business owners to encourage clean window/store fronts, maintained areas.
   b. Maintain available properties inventory and feature online posts that lists available properties for sale or lease, and help promote filling vacant properties with new businesses.
   c. Develop and identify needs and priorities for the downtown district to increase economic vitality including working with tenants and property owners to improve facade, exterior, and/or interior.
   d. Work with the Railroad District to implement Improvement Program.
   e. Facilitate the use of local, state, and federal development incentives to address financing gaps for building improvements.
   f. Implement and execute beautification efforts via maintenance of planters, and installation of additional street amenities such as more planters, bike racks, benches/seating, & trash cans.
   g. Research and apply for various grants to purchase seating, wayfinding and banners, holiday décor, bike racks, conduct facade squads and implementation of other infrastructure projects.
   h. Co-lead the Great Blocks Market Walk MainStreet grant and provide a representative to sit on the RFP evaluation team for the Great Block Market Walk Project for each phase within the project.

2. MainStreet Roswell will survey their stakeholders on a regular basis regarding services and broader trends in business development. MainStreet shall consider the results of surveys to identify any appropriate adjustments in MainStreet programming.

3. Identification and provision of educational opportunities for local downtown businesses relevant to improving business, marketing business and promoting business growth opportunities, including, without limitation training and guidance in internet marketing and effective use of social media in advertising.

4. Promotion of high ethical standards in business.

5. Develop promotional business campaigns to drive traffic and increase GRT per year. Each campaign must be different and at least one must include collaboration with outside private or governmental entity engaged in complementary activities, including without limitation, Roswell Chamber of Commerce, Roswell Hispano Chamber of Commerce, and/or Roswell Chaves County Economic Development Corporation.

6. Provide tools necessary to assist businesses with cross promoting each other and promoting downtown events.

7. Develop a volunteer recruitment and management program to establish a ready source of volunteers for all projects.
8. Solicit sponsors/donors for MainStreet Roswell events, parades and projects.

**Recruitment Services:**
1. Promote relocation to the downtown district for businesses and residents. By doing such, MainStreet Roswell will collaborate with other organizations to revitalize the district.
2. Supporting the City of Roswell’s Visitors Center through:
   a. Distribution of maps, community guides and other materials as deemed appropriate; and
   b. Publicizing attractions, tourism facilities and activities as appropriate on social media, newsletters, web and other communication and marketing efforts.
3. Coordination of cooperative marketing when appropriate and through the appropriate media. Act as Fiscal Agent for entities as appropriate within the City of Roswell.

**Other:**
1. Performing such other related services as may be appropriate.
EXHIBIT B

METRICS

MainStreet will provide the following metrics to the City of Roswell Public Affairs Director:

Report Template Outline & Due Dates

Quarter 1: July, August, September due October 5th
Quarter 2: October, November, December due January 5th
Quarter 3: January, February, March due April 5th
Quarter 4: April, May, June due June 25th

1. Quarterly
   a. MainStreet Board Meeting Minutes
   b. Executive Director’s Monthly Report. The City asks that this report generally include a selection of the following topics, and each of the following topics at least once a quarter:
      i. Brief description of business retention, economic development, and recruitment efforts as outlined in Scope of Service
      ii. Provide available properties listings
      iii. Any unusual activities
      iv. Promotional campaigns
      v. Cooperative efforts with area organizations
      vi. Job postings
      vii. Educational opportunities provided to stakeholders & non-stakeholders
      viii. Profit and Loss Actuals vs Budget Financial Report

2. Annual Report due May 5th
   a. End of year Financial Review
   b. Proposed Annual Budget
   c. List of new businesses, volunteers and board of directors
   d. List of business closures and non-renewing volunteers
   e. Overview of Operations for Proceeding year and planned future operations
   f. Stakeholders Variance Report
   g. Stakeholders Survey Results
      i. Stakeholders needs
      ii. Business trends
   h. Proof of liability insurance
AGENDA ITEM NO. 7– ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, June 25, 2020 4:00 PM
Roswell Convention & Civic Center
912 N. Main St. Meeting Room A, Roswell, NM 88201

New Mexico MainStreet MOU

ACTION REQUESTED: Consider recommending to City Council approval of the Biennial MOU between the City, Mainstreet Roswell and New Mexico MainStreet.

BACKGROUND: Initiated by: Juanita Jennings

The New Mexico MainStreet (NMMS) is an economic development partnership authorized to select local partners to participate in the New Mexico MainStreet’s program. In order for MainStreet Roswell to be eligible to receive support from NMMS, the City is required biennially to enter into an MOU with NMMS and MainStreet Roswell establishing mutual agreement on the roles, responsibilities and expectations between the three partners of the MOU.

FINANCIAL CONSIDERATION: There are no direct financial obligations required by the MOU, however it contemplates that the City will make available $40,000 to Mainstreet Roswell through a separate agreement.

LEGAL REVIEW: The Interim City Attorney has reviewed the MOU.

Contracts and Agreements generally require Council approval before adoption.

BOARD and/or COMMITTEE ACTION: The Legal Committee is scheduled to meet on Thursday, June 25, 2020.

STAFF RECOMMENDATION: Consider recommending to City Council approval of the Biennial MOU between the City, Mainstreet Roswell and New Mexico MainStreet.
Biennial Memorandum of Understanding (MOU)
July 1, 2020 – June 30, 2022

Between

New Mexico MainStreet Program,
City of Roswell, and MainStreet Roswell

The State of New Mexico’s Economic Development Department seeks to increase the number of jobs and businesses, sustain and expand existing businesses, mitigate commercial leakage, support local entrepreneurs in start-ups, and improve property values within traditional and historic commercial districts. To that end, it has dedicated resources, professional assistance and services to partnering municipalities and a local nonprofit organization representing stakeholders within the designated commercial district through the New Mexico MainStreet (NMMS), New Mexico Arts & Cultural District (ACD), and Frontier and Native American Communities Initiative programs. The partners of this MOU agree to dedicate collaborative resources, adopt local economic growth and revitalization tools, and establish economic development funding for operations and program implementation to restore economic vitality within the MainStreet economic redevelopment district.

New Mexico MainStreet (NMMS) is a designated “Main Street America Coordinating Program” of the National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually to administer the NMSC’s Main Street Four-Point Approach® downtown revitalization. It does so through the NMSC’s “Economic Transformation Strategies.”

The New Mexico MainStreet (NMMS) program is an economic development partnership program with local, eligible communities. The NMEDD, by New Mexico State Statute (New Mexico MainStreet Act 3-60B-1 to 3-60B-4 NMSA 1978, as amended 2013, and the Arts and Cultural District Act 2007), is authorized to select local partners to participate in the New Mexico MainStreet’s program based on the standards and principles set forth by the NMSC and when legislative appropriation allows. Local partners (the local revitalization organization and the local governing body), join their resources (human, social and financial) to directly support the economic development of the district.

As a NMSC Main Street America Coordinating Program, NMMS provides local MainStreet organizations and their local government partners with resources, training, and technical services that enhance local culture and heritage, and build the economic vitality of each participating community’s downtown, village plaza, town center, courthouse square, historic commercial corridor or traditional neighborhood central business district.

The local government partner (municipal, county or tribal government) financially supports the work of a community economic development partnership within the dedicated MainStreet district for both operations and program
implementation through a service contract with the local, state-designated MainStreet organization. Since the NMMS program and its designation of local partners are established by state statute, and with the understanding that the service contract binds the local MainStreet organization to implementation of economic development projects which have a fair-market value in exchange for funds received, local government partners remain in compliance with anti-donation clause of the New Mexico Constitution.

The local MainStreet organization is an economic development organization comprised of downtown stakeholders, whose programs, projects, and activities enhance the local downtown economy and contribute to the quality of life of its citizens. The organization builds local partnerships to leverage resources and buy-in for the revitalization of the district.

This MOU commits partners to the criteria defined in New Mexico MainStreet Program Guidelines (Attachment 1). This MOU covers a period of two (2) years beginning July 1, 2020. Once fully executed by all parties on the signature page below, it replaces any previous Letters of Agreement (LOA) or MOU related to the NMMS program of the NMEDD.

I. PARTICIPATION AND COMMITMENT UNDER THIS MEMORANDUM OF UNDERSTANDING

The local Governing body of the City of Roswell and MainStreet Rowell agree to abide by the eligibility and participation requirements as set forth below. The local governing body’s official representative and the steering committee or Board of the local MainStreet organization have read and understand the Accreditation requirements of the NMMS Program and the NMSC’s “Accreditation Standards” as set forth in Attachment 1.

II. REQUIREMENTS OF THE LOCAL MAINSTREET ORGANIZATION

A. Provide community economic growth revitalization services to the property and business owners and residents of the district through the Main Street Four-Point Approach®, and in alignment with the guidelines of the NMSC.

B. The organization has a fully executed Memorandum of Understanding (MOU) with the Economic Development Department.

C. The organization has a separate annual contract of services with the local government partner(s) (municipality, county, and/or tribal government) to do community development work within the designated MainStreet and/or ACD district. The organization must supply NMMS with a copy of the executed agreement annually.

D. Work with the local government partner(s) (municipal, county, or tribal government) to ensure that appropriate financial revitalization tools, created through state statute for economic development (inclusive of any statutory changes), are adopted by the local government partner for the MainStreet District. These tools may include the Local Economic Development Act (LEDA), a Metropolitan Redevelopment Area (MRA), District Master Plan, and/or Cultural Economic Development Plan, and related finance mechanisms, such as Tax Increment Finance District (TIF), a Tax Increment Development District (TIDD) and/or a Business Improvement District (BID).

E. The organization must maintain compliance with all annual nonprofit registration and reporting requirements of the New Mexico Secretary of State’s Corporations Bureau, the New Mexico Attorney General’s Office (Charitable Organizations Division) and Internal Revenue Service (IRS). The organization files all compliance and related documents to the NMMS Digital Dashboard.

F. The organization, in partnership with the local government, maintains the minimum required operating budget relevant to the size of the community, neighborhood or district served (Attachment 1, Table 1).

G. The organization, if established as an independent corporation, must have a Board of Directors with oversight of the organization’s performance.

   1) The Board of Directors agrees to raise matching funds for operations per the specifications (Attachment 1, Table 1)
2) The organization must maintain an adequate budget to support training for Board members in nonprofit management and leadership and ensure Board attendance requirements are met.

H. The organization is required to establish three (3) NMMS approved Economic Transformation Strategies (ETS) based on adopted economic development plans for the district, implement the work of the Main Street Four-Point Approach®, and provide evidence of annual progress towards implementation.

1) One (1) of the three (3) ETS's should be dedicated to organizational capacity-building activities that directly relates to programs/districts specific economic development goals.

2) The organization is required to have a written work plan adopted by the Board of Directors that reflects projects and activities in each of the Four Points towards realization of outcomes of the three (3) Economic Transformation Strategies.

I. The organization has adopted, and abides by, the following organizational policies as recommended by the IRS and the New Mexico Attorney General’s office:

1) Conflict of Interest policy: All members of the Board of Directors or Steering Committee must sign a Conflict of Interest Disclosure statement in accordance with the adopted Conflict of Interest policy,

2) Records and Retention and Destruction policy,

3) Whistleblower Protections policy,

4) Fiscal Controls/Financial Management policy, and

5) Non-discrimination policy.

J. Upon revision to the local MainStreet organization’s operational bylaws and/or amendment of its Articles of Incorporation, the local organization will provide NMMS with updated copies.

K. The organization hires an Executive Director to oversee day-to-day operations of the nonprofit (see Attachment 1, Table 1), to provide outreach and support to the MainStreet District’s constituents, attend required meetings and trainings and support the Board and its committees in implementing the goals, projects, and activities outlined in Board-adopted ETS’s.

1) The Board of Directors provides the Executive Director with a written job description; an appropriate annual staff work plan based on the organization’s annual work plan; and at minimum an annual job performance review.

2) The Board of Directors ensures the Executive Director has an office equipped to conduct the work of the program.

3) The Board of Directors maintains adequate funding for the Executive Director’s expenses in building skills knowledge and expertise to assist the organization through the trainings and programs offered by NMMS and the NMSC.

L. Meet all NMSC Accreditation Standards needed to maintain status as a Main Street America Affiliate or Accredited program. Provide evidence of annual compliance with all programmatic requirements of the NMMS program including legal compliance documents, annual work plans, operating budgets, assessment surveys, progress reporting and adoption of required policies.

M. The organization agrees to meet all requirements for reporting NMMS reinvestment statistics.

1) The organization agrees to submit Quarterly Reports to NMMS as established by the state legislature, tracking performance measures for the program. Reports are submitted according to the following schedule:

   1. The First Quarter Report, July 1 through September 30 is due October 10.
   2. The Second Quarter Report, Oct 1 through December 31 is due January 10
   3. The Third Quarter Report, January 1 through March 31 is due April 10
   4. The Fourth Quarter Report, April 1 through June 30 is due July 10.
2) The organization ensures the timely filing of all other reports and surveys required by the NMSC, the State Legislature, the NMEDD, and, where applicable, municipal and governmental partners.

N. The organization’s Staff and Board members participate in an annual NMMS assessment to review organization and staff performance.

O. The organization will notify NMMS of any changes to contact information for the local program office, Executive Director, Board President, Board Members and Committee Chairs.

III. REQUIREMENTS OF THE LOCAL GOVERNMENT PARTNER – CITY OF ROSWELL

The Main Street Four-Point Approach® for comprehensive economic growth and revitalization of historic and traditional commercial neighborhood districts requires a cooperative, working partnership of the public and private sectors to succeed.

With the execution of this MOU, the NMMS program requires each local MainStreet program to have in place an annual resolution of financial support adopted by the local government stating its support and funding commitment to the local MainStreet organization. Each year, the annual resolution by the governing body will need to be approved and delivered to the NMMS office as a condition of receiving services or funding from NMMS. Failure to adopt such resolution of financial support, or to provide the required financial resources, may result in the suspension of the services provided by NMMS and designation of the local organization as “inactive.”

A. NMMS requires the local government partner to enter into an annual service contract (or similar procurement mechanism in accordance with local policies and standards) for such financial support based on the adopted District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan and the ETS, with the local MainStreet organization. Contracts should specify the commitment of resources in accordance with the New Mexico MainStreet Program Guidelines (minimum funding contributions by the local government partner are described in Attachment 1, Table 1) and shall include deliverables and/or services relevant to the revitalization of the downtown MainStreet District and/or Arts & Cultural District under the specifications of an adopted Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan for the District(s) and in alignment with the selected ETS’s.

B. Coordinate planning and implementation of revitalization projects through designated/appointed liaisons (local government Manager, Administrator, or Planning Director).

C. Where applicable, adopt appropriate ordinances, tools (LEDA, etc.), plans (District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan) and include projects on local Infrastructure Capital Improvement Plans (ICIP) to support the district revitalization. The local government partner will dedicate economic development funding to priority economic development projects identified in adopted ordinances, tools, and plans, and agrees to administer state and federal funds with the MainStreet organization partner.

D. Partner in public infrastructure reinvestment in the district by administering funds in a timely manner, coordinating projects and managing capital outlay or other state or federal funds dedicated to revitalization projects.

E. Assist the MainStreet and/or Arts & Cultural District organization, where applicable, with collection and dissemination of relevant information, plans and statistics that support the district economic revitalization or reporting to the New Mexico State Legislature through the NMMS program.

IV. REQUIREMENTS OF THE NEW MEXICO MAINSTREET PROGRAM

NMMS, in consideration of financial resources established annually through the New Mexico State Legislature, will provide the following services to designated MainStreet communities (inclusive of the local government partner, local MainStreet organization, and businesses/property owners within the MainStreet district):

A. Through its staff or contractors, provide technical assistance relevant to the Main Street Four-Point Approach® and other commercial district economic growth, revitalization and management topics. Each
local organization may request services from NMMS, through submission of a Service Request Form to the NMMS Director.

B. Provide trainings, institutes, workshops and conferences to support the community revitalization work of organizations and local government partners, and the professional development of Executive Directors and Board Members, including Executive Director State-Certification.

C. Conduct an annual Accreditation Review of the local MainStreet organization, a comprehensive assessment of the program’s accomplishments under the Main Street Four-Point Approach® with recommendations required of the organization as a State-Designated Revitalization Partner.

D. Seek, manage and coordinate public resources (capital outlay, public infrastructure or other state/federal funds) and partnership grants for the implementation of local revitalization projects.

E. Supplies NMSC network membership dues and discounted registration fees for trainings, institutes, workshops and conferences, as funding is available.

V. SUBLICENSES

Designated Main Street America Affiliate and Accredited Programs must sign an annual sublicensing agreement established by the NMSC and implemented through the NMMS State Coordinating Program. The sublicensing agreements establish guidelines for participation and use of Main Street America Logos and Branding.

VI. MAIN STREET AMERICA ACCREDITATION

Consideration for Accreditation by the National Main Street Center (NMSC) applies only to organizations that implement their Economic Transformation Strategies, track and fulfill performance measures, and meet the Standards of Performance established by the NMSC (Attachment 1, Section IV, C).

VII. NONCOMPLIANCE

An organization that is unable to meet its programs requirements, especially organizations with minimum budget and staff salaries, does not maintain its agreements with local government, or does not follow the Main Street Four-Point Approach® may be re-designated and NMMS services may be suspended. The Economic Development Department may also notify programs of termination of the MOU at the New Mexico MainStreet Director’s recommendation. Upon cancellation of the MOU, NMMS will no longer provide services to the organization and local government partner and they will be ineligible to apply for NMMS funding opportunities. The organization may be further prohibited from using the Main Street name, a trademark of the National Main Street Center, Inc. Inactive programs must reapply to NMMS for designation through the NMMS Accelerator Process.

VIII. AGREEMENT

The parties hereunder do mutually agree that they have read and fully understand the obligations and responsibilities in operating as a partner with the New Mexico Economic Development Department’s New Mexico MainStreet program as a MainStreet and/or Arts & Cultural District organization with the New Mexico MainStreet Program as stated herein and in Attachment 1 (New Mexico MainStreet Program Guidelines) accompanying this MOU. The parties further agree to abide by the terms of this MOU, implementing it to the best of their ability, with the assistance of services and resources (when available) provided through the New Mexico MainStreet program, and in accordance with the Main Street Four-Point Approach® as defined by the National Main Street Center, Inc.

The local MainStreet and/or Arts & Cultural District organization, local government partner and New Mexico MainStreet program hereby mutually agree to support the revitalization of the designated MainStreet and/or Arts & Cultural District under the specifications listed herein and in Attachment 1 (New Mexico MainStreet Program Guidelines) accompanying this MOU.
We do hereby sign:

On behalf of New Mexico MainStreet Program, a program of the New Mexico Economic Development Department:

___________________________________________

Director, New Mexico MainStreet Program

6/8/2020

___________________________________________

On behalf of the Local MainStreet/Arts & Cultural District Organization:

President of MainStreet Roswell

Date

___________________________________________

On behalf of the Local Government Partner:

Mayor/Manager/Representative of the City of Roswell

Date

Please enclose the annual resolution of the City Council, County Commission or Tribal Council identifying financial support for the MainStreet organization. Also attach any other working agreements or contracts between the local governing body and the local MainStreet organization.
Attachment 1: New Mexico MainStreet Program Guidelines
for July 1, 2020 through June 30, 2022

I. Background

Mission: The New Mexico MainStreet Program fosters economic development in the state by supporting local MainStreet/Arts & Cultural District revitalization organizations and their local government partner in their economic work in downtowns and adjacent neighborhoods. The Program provides resources, education, training and services for asset-based economic growth that builds local knowledge and skills based on the Main Street Four-Point Approach®, which preserves and enhances the built environment, supports district businesses and entrepreneur development, and conserves and interprets local culture and heritage resulting in increased economic vitality of each participating local MainStreet district.

New Mexico MainStreet (NMMS) is a designated “Main Street America Coordinating Program” of the National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually by the NMSC to administer and manage the Main Street Center’s registered trademark revitalization program in New Mexico providing services, resources and technical assistance to help implement the Main Street Four-Point Approach® to local organizations.

NMMS is delegated by state statute (Main Street Act, NMSA 1978, 3-60B-1 to 3-60B-4 and the Arts and Cultural District Act, NMSA 1978 15-5A-1 to 15-5A-7 NMSA 1978), and through NMEDD, to assist communities in building capacity in community economic development that creates jobs, supports commercial property owners, mitigates leakage, grows businesses, encourages entrepreneurs, benefits the local economy, and raises the quality of life for its residents. The NMMS program was launched in 1984 and accepted its first designated organizations in 1985. NMMS is responsible for coordinating and orchestrating resources, services, and professional technical assistance to its organizations via several programs and initiatives. For more information, visit the NMMS website: www.nmmainstreet.org.

II. New Mexico MainStreet and Main Street America Designations

Local New Mexico MainStreet programs are established as public-private, community economic development partnership programs dedicated to revitalization and economic growth of traditional and/or historic commercial centers. Local programs are tiered, based on local capacity/development and receive resources, technical assistance and support from NMMS concurrent with their program designation or authorization. Local communities enter the program through an Accelerator process to bring the organization up to full capacity within 18 months. It is an intensive coaching and start-up process in the Four Point Main Street Approach®™. Successfully graduating from the Accelerator Process leads to designation as a National Main Street Center “Main Street America” program and makes the community part of a larger network with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns.
A. **Designation as Main Street America Affiliate™ or Accredited™ Program:** NMMS, as a licensed and accredited State Coordinating Program, annually awards local Mainstreet programs with a Main Street America Affiliate™ or Main Street America Accredited™ designation based on progress in the prior 12 months toward meeting the National Main Street Center’s Performance Requirements and Operating Standards (outlined in Section IV, C of this document).

1) **Main Street America Affiliate™ status** is for revitalization programs that have completed the NMMS Accelerator Process benchmarks and are building their organizational capacity utilizing their Economic Transformation Strategies (ETS) that engage the Main Street Four-Point Approach® to develop their goals and annual implementation plans. Affiliate Programs are building their operational capacity and their programmatic engagement with demonstrable economic performance toward completing goals of the ETS leading to Main Street America Accredited designation.

2) **Main Street America Accredited™ status** is for programs or organizations that demonstrate success in planning, implementing, and measuring successful Economic Transformation Strategies utilizing the Main Street Four-Point Approach®. Accredited programs have fully engaged Boards, committees or task groups working in all Four Points and a paid Executive Director commensurate with the requirements listed in Table 1 (Budget and Staffing) based on the size of the community. Accredited programs establish, monitor and report rigorous outcome performance measurements and document achievement under all Six Standards of Performance established by the National Main Street Center, Inc.

B. **Sublicensing Agreements for Main Street America Affiliate and Accredited programs:**

1) New Mexico MainStreet organizations designated as a Main Street America Affiliate or Accredited program must sign an annual sublicensing agreement established by the NMSC and implemented through the NMMS Coordinating Program.

2) The sublicensing agreements establish guidelines for participation and requisite use of Main Street America Logos and Branding.

C. **New Mexico Arts & Cultural District Program and Designation:** The Arts & Cultural Districts Program (ACD), was established by the legislature in 2007 and statutorily attached to New Mexico MainStreet, to assist communities in developing their cultural and creative economy resources to create dynamic and economically vibrant districts. The ACD Program is a joint effort of three state agencies, New Mexico MainStreet, New Mexico Arts Division, and Historic Preservation Division (HPD). The NMMS Director, by statute, serves as the ACD Coordinator overseeing the program. The New Mexico Arts Commission authorizes new districts, compounds and institutions based on recommendations from the ACD Coordinator, and HPD administers the NM State Income Tax Credit for Preservation of Cultural Properties that provides a doubling of the available tax credit when a listed property is located within the boundaries of a State-Authorized ACD.

1) **Start-Up Arts & Cultural District Designation:** When state resources allow, municipalities, citizens, NMMS Organizations or other nonprofit organizations can apply to NMMS through a competitive application process for ACD Start-Up designation to develop strategies to grow their arts, cultural, and creative economy assets.

   • ACD Start-Up’s must complete the ACD Start-Up Performance Benchmarks that includes organizational, financial, planning, and image development modules that build local capacity, develops local arts and cultural assets, and help develop a cohesive and well-recognized Arts & Cultural district with a high concentration of cultural facilities and programs that serve as the main anchors of economic and destination development. A comprehensive outline of the Start-Up process and list of benchmarks is available for download at www.nmmainstreet.org/resource.

2) **State-Authorized Arts & Cultural District Designation:** MainStreet Programs that have completed the ACD Start-Up benchmarks, established arts and cultural assets and programing, have a developed, cohesive, easily recognizable District, and have an adopted Cultural Economic
Development Plan can petition the NMMS Director/ACD Coordinator and NM Arts Commission for designation as a State-Authorized Arts & Cultural District.

- State Authorization enables the doubling of the state’s historic tax credits (up to $50,000) for rehabilitation of eligible historic commercial properties listed on the State Register of cultural properties within the district’s boundary.
- Enables local MS/ACD program to apply for NMMS Capital Outlay Public Infrastructure projects identified in the adopted Cultural Economic Development Plan.
- Access to Four Point technical assistance to implement arts, cultural, and creative economy projects in the district.
- Will be included in Statewide branding and marketing of the Districts as an arts and cultural destination.
- Through municipal adoption of the Local Economic Development Act (LEDA), qualifying entities under the “cultural facilities” definition can apply for local and state LEDA funds for public/private economic development projects prioritized in the ACD Cultural Economic Development Plan, Master Plan, and/or MRA Plan.
- As funded by the New Mexico Legislature, access to the Department of Cultural Affairs "Arts and Cultural District Fund."

**D. MainStreet programs with Start-Up or State-Authorized Arts & Cultural District (ACD):** In addition to NMMS and National Main Street Operations and Performance Standards (see Section IV. Performance Requirements and Operating Standards), programs with a Start-Up or State-Authorized ACD designation must also meet the following guidelines:

1) The organization shall meet all the statutory obligations of the Arts & Cultural District Act (2007).
2) The organization shall meet all policy requirements established by the State ACD Council:
   - Quarterly/Semi-Annual Reporting
   - Creative economy benchmarks and performance measures
3) The organization shall work with their local government partner to complete an ACD Cultural Economic Development Plan adopted by the local governing body.
4) MainStreet programs having chosen and received Start-Up or State Authorized ACD designation shall add, or dedicate at least one of their ETS’s to ACD/creative economy work.
   - The ACD Cultural Economic Development Plan will help guide the development of ACD ETS to grow the District’s Cultural Economy.
   - Goals of the ETS shall be integrated into the annual work plan and budget of the MainStreet organization.
5) Establish and maintain a standing ACD Coordinating Council, Committee, or Taskforce dedicated to implementing ACD/creative economy work:
   - The ACD Coordinating Council Committee, Council, or Taskforce should include artists, artist organizations, and cultural and creative entrepreneurs.
   - The MainStreet Board is responsible for ensuring adequate staffing, resourcing or support to the ACD Coordinating Council, Committee, or Taskforce.
   - With the support of staff, the ACD Coordinating Council, Committee, or Taskforce shall prioritize and implement projects in the Board-adopted ETS’s, and in line with the Cultural Economic Development Plan adopted by local government.
   - The Coordinating Council shall contribute to, and participate in the annual performance or accreditation reviews conducted by NMMS.
ACD staff (and, when possible, ACD Coordinating Council, Committee, or Taskforce members) shall participate in NMMS trainings, conferences, and institutes.

III. Economic Transformation Strategies and Community Revitalization

The local MainStreet organization is required to set three (3) NMMS-approved Economic Transformation Strategies (ETS) for the District based on one of the adopted economic development plans. Of the three ETS, one should be dedicated to organizational capacity building and is not directly related to specific economic development goals. An annual work plan is developed based on the three (3) ETS. All work in the "Main Street Four-Point Approach®" (Organization, Design, Promotion, and Economic Vitality), should directly support outcomes established under the ETS strategies. Work teams, task forces or committees are established to implement projects that advance each strategy.

The focus of the annual performance review of each local organization will be based on the positive outcomes of the Board and staff in meeting performance metrics in the annual work plan related to each ETS strategy and the engagement of each of the Four Points by the organization in meeting each strategy.

ETS strategies should be concrete, specifically defined, and achievable with the existing resources of the local organization. Local resources include volunteers established as committees/taskforces/work teams, funding, and adopted revitalization and redevelopment tools necessary for successful completion of each of the annual strategies. Requests for NMMS services, resources and support are available to help achieve these annual economic development strategies.

Annual strategies are derived from:

- For Main Street America Affiliate or Accredited programs, or State Authorized Arts & Cultural Districts:
  - Adopted District Master Plans, Metropolitan Redevelopment Area Plans, District Cultural Economic Development Plans

- For communities engaged in the New Mexico MainStreet Accelerator or Arts & Cultural District Start-Up process:
  - NMMS Readiness Assessment and/or Resource Team Report
  - Other Accelerator or Start-Up benchmarks established by NMMS

Based on designation of the local MainStreet and/or Arts & Cultural District organization as a Main Street America Affiliate™, Main Street America Accredited™ program, NMMS will provide professional assistance and support through the Main Street Four-Point Approach® tied to ETS’s and annual work plans via a service request form submitted to NMMS. NMMS will work with the local governing body and the local organization to identify and apply for funding for planning and infrastructure/capital investments within the district identified as priority projects in adopted plans. Priority is given to those MainStreet projects on the Infrastructure Capital Improvement Plans; additional bonus points on competitive applications may also be considered.

IV. Performance Requirements and Operating Standards

A. Requirements for Local MainStreet Organizations

Maintaining a Main Street America Affiliate or Accredited Program can lead to access to additional specialized technical support, incentive programs, and resources, and serves as a pre-requisite to apply for MainStreet Public Infrastructure funds and operations/project funding through NMMS Partners (MFA, NMFA, FundIt, and other federal, state and foundation grantors partnering with NMMS). Maintaining a Main Street America Accredited program also ensures access to scholarships and grants from the New Mexico Resiliency Alliance (NMRA) and it’s funding partners.

New Mexico MainStreet maintains a digital dashboard (www.nmmainstreet.org/dashboard/login.php) to track annual compliance filings and monitor progress toward State Certification and National Accreditation. Local MainStreet organizations are responsible for uploading compliance and other required filings on an annual basis.
A local MainStreet organization designated by NMMS of the NMEDD must meet or exceed the following requirements to maintain its designation:

1) **MOU**: The organization has a fully executed Memorandum of Understanding with the Economic Development Department and Local Government Partner.

2) **Contract/MOU/LOA with Local Government Partner**: It is required that the local MainStreet organization have a separate annual contract for services with the municipality and/or county to do community economic development work within the designated district, outlining expectations of the municipality and clearly defined deliverables for its financial support of the local MainStreet organization. The organization must provide NMMS with a copy of the executed agreement annually.

3) **Resolution of Support and Funding by the Local Government Partner** (City Council, County or Tribal Commission). Each MainStreet and/or Arts & Cultural District program must have in place a biennial MOU with NMEDD’s NMMS program and the local governing body, along with an annual resolution adopted by the local government partner for the term of the MOU stating its support and funding commitment to the local MainStreet organization. If the resolution is for only the first year of this MOU, then a new resolution by the governing body will need to be approved and delivered to NMMS prior to services from NMMS continuing into the second year of the two-year MOU cycle. Failure to adopt such resolution of financial support, or to provide the operational resources to sustain the Public-Private Partnership, may result in the suspension of the services provided by NMMS. The annual funding commitment required of the local government partner is described in Table 1 below.

4) The MainStreet organization is required to engage in fundraising and resource development activities needed to meet the minimum operational budget requirements for a Main Street America Program (Table 1).

**Table 1: Budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.**

<table>
<thead>
<tr>
<th>Population</th>
<th>Rural Community</th>
<th>Small Community</th>
<th>Mid-Size Community or Commercial Neighborhood</th>
<th>Large Community or Urban Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Operating Budget for Main Street America Affiliate program</td>
<td>$25,000</td>
<td>$45,000</td>
<td>$60,000</td>
<td>$100,000+</td>
</tr>
<tr>
<td>Min. Operating Budget for Main Street America Accredited Program</td>
<td>$40,000</td>
<td>$60,000</td>
<td>$100,000+</td>
<td></td>
</tr>
<tr>
<td>Required Contribution to local MainStreet program by Local Gov’t Partner</td>
<td>$20,000</td>
<td>$35,000</td>
<td>$40,000</td>
<td>$60,000</td>
</tr>
<tr>
<td>Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)</td>
<td>20</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Director Staffing Requirement, Main Street America Accredited program (hrs/wk)</td>
<td>20</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NMMS Accelerator and ACD Start-Up process Designate</td>
<td>$15,000 from local government; no staffing requirement</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
*Note: operating at minimum budget/staffing benchmarks is usually not adequate to advance Four Point projects.

**B. Participation Requirements for Local MainStreet/ACD Organizations**

The MainStreet/Arts & Cultural District Executive Director and/or appropriate staff should attend NMMS Institute trainings as established by the State Coordinating Program to build their skills and knowledge.

1) **Requirements for Executive Directors:**

- Executive Director must attend the annual NMMS Winter Conference and NMMS Summer Institute.
- The Executive Director must complete the MainStreet Executive Directors Certification Program where they will receive one-time training in MainStreet Fundamentals.
  - Executive Directors wishing to substitute equivalent training courses, or to receive a waiver for previously-attended trainings, must obtain prior written approval from NMMS and proper documentation must be provided when courses are completed.
- An Executive Director must attend a National Main Street Conference within the first two years of employment and at least once every four years to keep up-to-date on the accomplishments and innovations of other MainStreet leaders nationally.
  - The organization, through reimbursement or other schedule of payment, assumes the costs of the Executive Director's participation in all required trainings.

2) **Board President/Board Members:**

- The local organization Board President is expected to attend one of the following each year: NMMS Winter Conference, NMMS Summer Institute, or national Main Street Now conference.
- The Board President and other Board members shall attend any required Board member trainings established by NMMS.

**C. National Main Street Center Standards of Performance**

1) **Main Street America Accreditation:** Consideration for Accreditation by the National Main Street Center applies only to those local MainStreet organizations implementing their Economic Transformation Strategies, tracking and fulfilling performance measures, and meeting the NMSC Standards of Performance, listed below. A comprehensive listing of the indicators and scoring process is available for download at [www.nmmainstreet.org/resource](http://www.nmmainstreet.org/resource).

   1. Broad-based Community Commitment
   2. Inclusive Leadership & Organizational Capacity
   3. Diverse and Sustainable Funding
   4. Strategy-Driven Programming
   5. Preservation-Based Economic Development
   6. Demonstrated Impact & Result

**V. Resources Provided by New Mexico MainStreet:**

NMMS is funded through the New Mexico State Legislature and provides a variety of resources to designated communities including access to professional technical assistance, economic growth and revitalization supports, networking, and education as described in the following pages:
A. Technical Assistance Services

Through its staff or contractors, NMMS will provide technical assistance in a variety of subject areas relevant to the Main Street Four-Point Approach® and other commercial district economic growth, revitalization and management topics. Each local organization may request on-site, email, and/or telephone consultation(s) from NMMS. Access to Technical Assistance is initiated through submission of a Service Request Form to the NMMS Director/ACD Coordinator. Upon receiving the service request, the NMMS Director/ACD Coordinator will assign the appropriate Revitalization Specialist(s) to coordinate design and delivery of services, on-site visits and/or other communications. Service request forms, along with descriptions of available services are available online at: nmmainstreet.org/resource/programs/.

Technical Assistance services include, but are not limited to:

- **Organization:** Organizational development consultants provide facilitation in strategic planning, visioning and mission statements, work plan development, resource development, leadership and volunteer development, succession planning, nonprofit management, committee training, staff training, and continuous quality improvement of the program.

- **Marketing and Promotion:** Promotion, Marketing and Graphic Design specialists offer assistance with image development and branding, marketing strategies, logo design, promotional and collateral materials development, event planning, visual merchandising, media relationships, online/social media, publicity and advertising.

- **Economic Vitality:** Economists, business, and property development specialists provide technical assistance and training in market analysis, business strengthening and recruitment, real estate development, economic development incentives, revitalization financing tools, placemaking, and program progress and impacts monitoring.

- **Architectural and Design Services:** Architects and Planners provide conceptual design services for façade improvements, floor plans, parking, landscape, signage and interior improvements.
  a. **Design Intensives:** Specialized, local volunteer-driven, on-site design intensives are offered by the NMMS Design Team through application (when available) to the MainStreet Placemaking, and MainStreet Façade Squad, and other architectural restoration.

- **Planning and Historic Preservation:** Planners and design professionals provide assistance in placemaking, historic preservation, community-based planning processes, streetscape design, vehicular and pedestrian circulation enhancements, parks, way-finding design, district master planning, metropolitan redevelopment plans, urban planning, and zoning.

- **Arts & Cultural/Creative Economy Resources Development:** Cultural Resource consultants, in partnership with staff and consultants from New Mexico Arts, offer technical assistance and services related to protection, development and promotion of arts and cultural resources, cultural facilities and historic properties to enhance the local creative economy supporting cultural entrepreneurs, creative enterprises and industries.

B. Other Resources

New Mexico MainStreet provides a variety of resources and partnerships to assist local communities and organizations with the revitalization of their traditional or historic commercial district. These include:

- **Trainings, Workshops, Conferences, and Institutes:** Annually, NMMS identifies opportunities for intermediate and advanced-level trainings in specific areas of the Main Street Four-Point Approach® to strengthen and build skills for organizational and municipal leaders and partnering organizations.
  o Annual NMMS Winter Conference and NMMS Summer Institute
  o Multi-part series on Grant Writing and Nonprofit Fundraising for local MainStreet leaders
- **Online trainings**: NMMS provides webinars, videos or other online training opportunities to build capacity of staff, community leaders and organization volunteers in support of the district economic growth and revitalization.

- **NMMS Executive Director Boot Camp and Certification Program**: Executive Directors seeking to develop a professional career path within MainStreet may apply for the State-Certification program. Upon successful completion of the basic, intermediate and advance trainings, Directors receive status as a State-Certified Executive Director.

- **Marketing**: NMMS and NMEDD provide statewide marketing opportunities for local MainStreet organizations/districts, initiatives and activities through its websites ([www.goNM.biz](http://www.goNM.biz), [www.nmmainstreet.org](http://www.nmmainstreet.org), [www.ofttheroadnm.org](http://www.ofttheroadnm.org)), social media platforms, e-newsletters, and Choose MainStreet marketing campaign.

- **Information and Networking**: Through regular email, list serves, mailings, websites and meetings, NMMS provides timely notice on grant and partnership opportunities, guidance on innovative revitalization tools and techniques, and helps with addressing the multiple challenges that arise during the day-to-day course of each local organization’s MainStreet efforts.

- **Accreditation Review**: Accreditation by the NMSC recognizes achievement under the Standards of Performance established by the National Main Street Center, Inc. NMMS conducts an annual accreditation review – a comprehensive assessment of the program’s accomplishments under the Main Street Four-Point Approach® for the previous calendar year. Participation in the Accreditation review is required and the NMMS Director prepares recommendations for the NMSC in the final quarter of each year, based on the performance of the previous 12 months. Main Street America Accreditation is also contingent upon meeting all compliance requirements listed in preceding sections.

- **National Main Street Network Membership**: The state program pays each local organization’s annual network membership fee to the NMSC. Membership benefits include the monthly Main Street News, discounted conference and workshop registration fees, access to members-only informational resources on the NMSC website, and member rates on publications.
  
  - National Main Street Center Conference – Main Street Now: Annually, NMMS provides discounted basic registration for Main Street America Affiliate and Accredited programs to help each Executive Director attend the Main Street Now conference. Local organizations meeting all annual performance standards for Main Street America Accredited programs are also provided one (1) additional discounted basic registration to the NMSC conference for a member of the Board of Directors when funding is available.

- **MainStreet Public Infrastructure Funding**: MainStreet America Affiliate, MainStreet America Accredited, and Arts & Cultural District programs are eligible to apply for NMMS Capital Outlay Public infrastructure funding for priority pedestrian safety upgrades and infrastructure improvements within designated MainStreet Districts
  
  - NMEDD works with the State Legislature and Governor to appropriate Public Infrastructure funds, which are then awarded on a competitive basis with particular emphasis on construction-ready projects and organizational commitment to leverage such funds for direct economic growth and private sector reinvestment.

- **MainStreet Partnership Grants and Resources**: NMMS works closely with several other state agencies including the Tourism Department, Historic Preservation Division, New Mexico Arts Division, and the Department of Transportation as well as other statewide partnering organizations that share a common vision including the New Mexico Coalition of MainStreet Communities (NMCMSC) and the New Mexico Resiliency Alliance (NMRA).
  
  - The State Coordinating Program also works with statewide nonprofit and corporate funding partner organizations that provide funding opportunities to local MainStreet/ACD programs to access and coordinate resources for district economic development and revitalization projects.
### ACTION REQUESTED:
Consider recommending to City Council approval of Resolution 20-XX in support of MainStreet Roswell.

### BACKGROUND:
Initiated by: Juanita Jennings

The MOU between the City, MainStreet Roswell and New Mexico MainStreet requires that the City adopt annually a resolution of support for MainStreet Roswell. This resolution is necessary for MainStreet Roswell to be eligible for support from NMMS.

### FINANCIAL CONSIDERATION:
There are no direct financial requirements associated with this Resolution, however, the resolution contemplates that the City will commit to funding MainStreet Roswell in an amount of $40,000 by separate agreement.

### LEGAL REVIEW:
The Interim City Attorney has reviewed the proposed Resolution. Resolutions must be approved by a majority of the Governing Body.

### BOARD and/or COMMITTEE ACTION:
The Legal Committee is scheduled to meet on Thursday, June 25, 2020.

### STAFF RECOMMENDATION:
Consider recommending to City Council approval of Resolution 20-XX in support of MainStreet Roswell.
RESOLUTION 20-XX

A RESOLUTION OF SUPPORT BY THE CITY OF ROSWELL AS PARTNER WITH MAINSTREET ROSWELL TO COLLABORATE IN A COMMUNITY ECONOMIC DEVELOPMENT DOWNTOWN REVITALIZATION PROGRAM

WHEREAS, the New Mexico MainStreet Program is part of the New Mexico Economic Development Department offering technical assistance and services to MainStreet Roswell; and

WHEREAS, the New Mexico MainStreet Program requires a resolution of support from the City to accompany a biennial MOU between New Mexico MainStreet the MainStreet Roswell and the City establishing mutual agreement on the roles, responsibilities and expectations between the three partners of the MOU; and

WHEREAS, the City wishes to continue downtown revitalization as part of its community economic efforts; and

WHEREAS, the MainStreet Four Point Approach™ is a nationally known successful revitalization strategy with more than 25 years of demonstrable economic progress in over 1800 communities across the country, and

WHEREAS, downtown Roswell is a unique place of character and commerce for the City and its residents and visitors, and

WHEREAS, the City wishes to economically benefit from a strong and vibrant downtown economy.

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

1. The City of Roswell supports and will collaborate with the MainStreet Roswell in the vision, principles and values of comprehensive commercial district revitalization through the National Trust Main Street Center's Four Point Approach™, and

2. The City of Roswell will continue to provide financial assistance to MainStreet Roswell to accomplish community economic development in the downtown which benefits all the residents of the community, and

3. The City of Roswell will act as fiscal agent for any capital outlay funds received from the state or federal governments and their agencies as agreed upon between MainStreet Roswell and the City, and

4. The City of Roswell will pledge support of $40,000 annually to contract with MainStreet Roswell to work on the city's behalf in community economic development efforts downtown.

PASSED, ADOPTED, SIGNED and APPROVED____________________, ______.

CITY SEAL

Dennis Kintigh, Mayor

06/25/2020 Legal Committee

City of Roswell, New Mexico
ATTEST:

______________________
Sharon Coll, City Clerk
AGENDA ITEM NO. 9– ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, June 25, 2020 4:00 PM
Roswell Convention & Civic Center
912 N. Main St. Meeting Room A, Roswell, NM 88201

Airport Authority Resolution

ACTION REQUESTED: Consider recommending to City Council approval of Resolution 20-XX to evaluate and develop a framework to consider establishment of an Airport Authority.

BACKGROUND: Initiated by: Parker W. Patterson

NMSA 1978 § 5-20-1 et seq., the Regional Air Center Special Economic District Act, permits the City of Roswell to establish, with the participation of Chaves County, an industrial air center special economic district governed by an authority.

The proposed Resolution would direct the City Manager, with the County Manager and selected stakeholders, to consider and develop a framework for establishing such a special economic district for the Roswell Air Center, including draft city code language and governing procedures, and to make a presentation to the Legal Committee at the February 2021 meeting regarding conclusions and recommendations.

FINANCIAL CONSIDERATION: There are no financial implications associated with this proposed Resolution.

LEGAL REVIEW: The Interim City Attorney has reviewed the proposed Resolution.

Resolutions must be approved by a majority of the Governing Body.

BOARD and/or COMMITTEE ACTION: The Legal Committee is scheduled to meet on Thursday, June 25, 2020.

STAFF RECOMMENDATION: Consider recommending to City Council approval of Resolution 20-XX to evaluate and develop a framework to consider establishment of an Airport Authority.
RESOLUTION 20-XX

A RESOLUTION TO EVALUATE AND DEVELOP A FRAMEWORK TO CONSIDER
ESTABLISHMENT OF AN AIRPORT AUTHORITY

WHEREAS, the City of Roswell, NM ("the City") commissioned studies finalized in 1998 and 2017 which suggested that the City evaluate the creation of a separate airport authority ("the Authority"); and

WHEREAS, the City created the Roswell International Air Center (RIAC) Task Force ("the Task Force") via Resolution 17-31; and

WHEREAS, the City in Resolution 17-68, supported the Task Force to work with the State of New Mexico to create enabling legislation; and

WHEREAS, the Task Force efforts resulted in the passage of 2019 HB 229, relating to special districts; creating the Regional Air Center Special Economic District Act; allowing for the formation of industrial air center special economic districts and authorities to govern the districts; providing powers and duties; providing a property tax exemption, which was signed by the Governor on Feb 24, 2019; and

WHEREAS, the Task Force and City staff have met since then studying the Authority Analysis report completed by the City on June 12, 2019; and

WHEREAS, upon completion of the Task Force assignment, a meeting was conducted on November 25, 2019 between the Task Force and the City Manager, at which it was concluded that the City Council should authorize further discussions between the City Manager, County Manager and individual stakeholders chosen by them, to create a document with specific benchmarks and deliverables necessary to understand how the creation of an Airport Authority would be accomplished.

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

1. The City Manager is directed to proceed with discussions with the County Manager, and citizens selected by them, to create what terms under which an Airport Authority may be considered by the City Council; and

2. The City Manager shall provide a report of the discussions, develop a suggested framework to include draft city code establishing an authority and governing procedures of the Authority and present any conclusions and recommendations to the February 2021 Legal Committee meeting.

PASSED, ADOPTED, SIGNED and APPROVED ____________________, ______.

CITY SEAL

_________________________
Dennis Kintigh, Mayor

ATTEST:

06/25/2020 Legal Committee --91-- City of Roswell, New Mexico
AGENDA ITEM NO. 10– ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, June 25, 2020 4:00 PM
Roswell Convention & Civic Center
912 N. Main St. Meeting Room A, Roswell, NM 88201

Ord. 20-XX Home Occupations

ACTION REQUESTED: Discuss and consider recommending approval to advertise and hold a public hearing on Proposed Ordinance 20-XX to modify Articles 52 (Building & Performance Standards) and Article 62 (Home Occupations) of the Zoning Code.

BACKGROUND: Initiated by: Bill Morris

Staff created these amendment as a result of a number of situations concerning setback issues in older platted subdivisions, as well as issues with home occupation permits. Home occupations, particularly with construction companies, have become a problem by degrading quality of life for adjacent properties. The intent is to look at limiting placement of certain types and numbers of larger vehicles.

FINANCIAL CONSIDERATION: There are no additional costs associated with this request.

LEGAL REVIEW: The Interim City Attorney has reviewed the proposed Ordinance.

As an Ordinance, Council must hold a public hearing after having provided public notice of the hearing. The Ordinance would become effective five days after publication of its adoption.

BOARD and/or COMMITTEE ACTION: This item was previously heard by the Legal Committee on January 17 and February 27, 2020, and staff was asked to make minor changes which have been made.

The Legal Committee is scheduled to meet on Thursday, May 28, 2020.

STAFF RECOMMENDATION: Discuss and consider recommending approval to advertise and hold a public hearing on Proposed Ordinance 20-XX to modify Articles 52 (Building & Performance Standards) and Article 62 (Home Occupations) of the Zoning Code.
ORDINANCE NO. 20-XX

AN ORDINANCE OF THE CITY OF ROSWELL REVISING ARTICLES 4, 12, 46, 52 AND 62, TO THE ZONING CODE, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, The City of Roswell, New Mexico has regulations concerning the development of properties; and,

WHEREAS, the City of Roswell City Council has determined that existing land development regulations need to be modified to address the new kinds of housing being proposed for construction within the city.

NOW THEREFORE, be it ordained by the governing body of City of Roswell, State of New Mexico:

Underlined = Added Text  Strike-out = Deleted Text

Section 1. Modification of Article 4 (Definitions)

Section 2: Definitions

Lot line, front. The property line of a lot abutting a street, except on a corner lot, where the front lot line shall be the lot line abutting a street with the shortest dimension except for corner lots where the property address and front door face the lot line abutting the other street.

Section 2. Modification of Article 12 (R-1 Residential District)

Section 1. Purpose
This district is intended for low density single-family detached dwellings, 5 units per net acre, and other uses which uphold and maintain the low density residential nature of the district.

Section 2. Use Regulations
A. Permitted Uses are as follows:
1. Single-family detached dwellings per lot
2. Home Occupations
3. Publicly owned police/fire stations/parks or playgrounds and related buildings
4. Lots with pre-existing dwelling units in livable condition built prior to January 1, 2010, that are located 75’ or greater from the front property line are allowed to develop a second detached residential structure greater than 400 square feet in area on the front part of the property that is: under one property ownership; architecturally compatible with the surrounding properties, meets current setback requirements, is located a minimum of 10’ from any other detached existing structures with the exception of open carports; provides a minimum of 2 paved off-street parking spaces for each unit with access to the street or an existing paved alley; and meets the adopted building and fire codes.
5. More than one livable dwelling unit per lot built or converted to a dwelling unit prior to January 1, 2010.

Section 3. Modification of Article 46 (RVP Recreational Vehicle Park)

Section 1. Area, Setback, and Height Requirements

<table>
<thead>
<tr>
<th>Minimum Space per unit 25' Width</th>
<th>Front setback from all property lines to Local/collector streets</th>
<th>Front setback from all property lines to Arterial streets</th>
<th>Rear setback from property lines</th>
<th>Minimum Spacing between structures: Side to Side And End to End</th>
<th>Maximum Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,250 S.F.</td>
<td>20'</td>
<td>35'</td>
<td>20'</td>
<td>10'</td>
<td>20'</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>35'</td>
</tr>
</tbody>
</table>

Section 2. General Standards and Requirements

A development plan shall be submitted to the Planning and Zoning Office in accordance with the procedures established in this Ordinance and meeting the following standards and requirements before the issuance of a building permit. An RV Park shall not be less than 2.5 acres in size and shall be so dimensioned as to facilitate efficient design and management. Occupancy shall not be permitted until all infrastructures, facilities, and improvements are installed.

A. Development Plan. Plans shall be drawn to scale on a minimum size of 11" x 17" sheet, or as needed for clarity. The following additional information shall also be shown:

1. A detailed ALTA/ACSM Land Title Survey of the proposed RVP area provided by a Registered Licensed Surveyor.
2. Name of the proposed RVP and name and address of the property owner and/or developer.
3. The location and width of all proposed rights-of-way, easements, and required building setback lines.
4. The locations, dimensions, and area of all proposed or existing lots, home spaces.
5. Identification of the use of any lot or space (single or multi-section units) with consecutive numbering.
6. The location of any proposed accessory structures such as decks, open or enclosed carports, garages, storage sheds, or items of a similar nature, which are subordinate and serve a principal structure or use, located on the home space.
7. The applicant shall provide the City of Roswell 4 sets of the Development Plan at the time of application. Upon final approval the applicant shall furnish the City with 2 sets of the Development Plan for recording purposes.
8. If construction has not begun within one year from the date of approval of the development plan, the approval shall be considered null and void.
B. Street Surfacing and Maintenance. As specified in the latest adopted City of Roswell Public Works Specification Ordinance.

C. Fencing, screening and landscaping. A solid screen fence or wall made of brick, masonry, stone, or wood, no less than 6 feet in height; or an irrigated and maintained landscaped fence planted with a density equaling the opacity and height of a solid fence or wall; or any combination thereof at all perimeter lot lines of the park. Landscaping shall be provided in accordance with this Ordinance.

D. Access to the Park. Direct vehicular access to the park shall be provided by means of an abutting collector or arterial street. Direct vehicular access shall not be provided through an alley or easement.

E. Design of Driveway Entrances and Exits. Entrances and exits shall be designed for safe and convenient movement of traffic into and out of the park and to minimize marginal friction with movement of traffic on adjacent streets. A minimum of 2 access points shall be provided, and all traffic into and out of the park shall be through such entrances and exits. No entrance or exit shall require a turn at an acute angle for vehicles moving in the direction intended, and radii of curbs and pavement at intersections shall be a minimum of 25 feet to facilitate easy turning movements for vehicles with trailers attached. No object shall obscure the view of an approaching driver in the right lane of the street. No entrance or exit shall be located closer than 40 feet from any street intersection or 10 feet from the radius point, whichever is more.

F. Internal Streets. Streets shall be privately owned and maintained and provided in the park where necessary to allow safe, convenient access to all spaces and facilities used by occupants.

G. Street Alignment and Gradient. Street alignment and gradient shall be properly adapted to topography for safe movement of traffic anticipated and to control surface and ground water.

H. Street Widths. Streets shall be of adequate width to accommodate the anticipated parking and traffic load per City Fire Department and City Engineer.

J. Parking Spaces. One hard-pack, off-street on-site parking space stall per RV space plus an adequate number of on-site paved overflow parking stalls for RV Park employees and visitors. Parking spaces shall be designed as a drive-through space to eliminate backing of vehicles. No loading or maneuvering shall be permitted on any public street, sidewalk, right-of-way, or public grounds.

K. RV Spaces. Parking A minimum of 33 percent of RV spaces shall be designed as a drive-through spaces to eliminate backing of accommodate
very large vehicles and overnight guests. No loading or maneuvering shall be permitted on any public street, sidewalk, right-of-way, or public grounds. RV spaces shall be designed on hard packed or paved surfaces that provide drainage away from the unit. Course gravel is acceptable for the RV space.

K.L. Management Offices and Common Facilities. Buildings(s) containing the management office, recreational facilities, toilets, showers, and other common facilities shall be conveniently located for the uses intended. Consolidation of all facilities into a single building and location is acceptable, and must meet the requirements of the current Uniform Building Code. A City of Roswell building permit must be obtained prior to construction.

L.M. Disposal of Wastewater, Sewage, and Trash. No unit shall dispose of wastewater, sewage or trash except in approved facilities provided by management for that purpose. All disposal areas shall be clearly marked and kept clean by management.

M.N. Sanitary Stations.
1. Sufficient facilities shall be provided at sanitary stations for the sole purpose of removing and disposing of waste from all holding tanks, in a clean, efficient, and convenient manner.
2. Each sanitary station shall consist of a drainage basin constructed of impervious material, and containing a disposal hatch and self-closing cover and related working facilities.
3. Sanitary stations shall be located no less than 50 feet from any space or other residential area. Such facilities shall be screened from other activities by visual barriers such as a fence, wall, or natural growth.
4. The disposal hatch of sanitary station units shall be connected to the park sewage disposal system. Related facilities required to wash holding tanks and the general area of the sanitary station shall be connected to the park water supply system.

N.O. Minimum Required Toilet Facilities. 2 toilets, 2 sinks, and 2 bathing facilities shall be required in each facility, men and women, whether dependent or independent units. The following schedule is for dependent units. Urinals shall be acceptable for no more than one-third of the toilets required in the men’s facilities.

<table>
<thead>
<tr>
<th>No. of Dependent Trailer Spaces</th>
<th>Toilets</th>
<th>Sinks</th>
<th>Bathing Stalls</th>
</tr>
</thead>
<tbody>
<tr>
<td>6-10</td>
<td>4</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>11-20</td>
<td>6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>21-30</td>
<td>8</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>31-55</td>
<td>10</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>56-80</td>
<td>12</td>
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<td>4</td>
</tr>
<tr>
<td>81-105</td>
<td>14</td>
<td>4</td>
<td>4</td>
</tr>
</tbody>
</table>

O.P. Cooking Shelters, Barbecue Pits, and Fireplaces. Shall be so located, constructed, maintained, and used to minimize fire hazards and smoke.
nuisance both on and off the property. No open fire shall be permitted except in approved facilities. No open fire shall be left unattended, and all open fires shall be extinguished before occupants of spaces retire or leave the area. No fuel or material which emits dense smoke or objectionable odors shall be used or burned.

P.Q. Spaces for Occupancy. RVP spaces in travel trailer parks may only be used by travel trailers, equivalent facilities on or towed by vehicles, tents, or other short-term housing. The wheels of a travel trailer shall not be removed except temporarily for repairs. Jacks or stabilizers may be placed under travel trailer to prevent movement while the trailer is parked and occupied.

Section 4. Modification of Article 52 (Building and Performance Standards)

Section 4. Accessory Uses

A. For residential zoned districts, 3 sets of plans containing a site plan with overhead and underground utilities noted and structure design shall be required for all accessory structures. All construction shall comply with the latest City approved and accepted New Mexico Building Code, International Building Code, International Fire Code, National Electrical Code, Uniform Mechanical Code, and Uniform Plumbing Code. Accessory structures uses shall also meet the following requirements:

1. An accessory building shall be compatible with the principal building that it serves and shall not be constructed prior to the construction of the principal building, except when used for agricultural purposes in the R-S district.

2. Location of an accessory structure shall meet the following requirements:
   a. Shall not be within the front yard setback established and permitted for a lot in that zoning district.
   b. Shall be a minimum of 5’ from all shared property lines. A shared property line is a side or rear property line abutting a neighboring property with no alley or easement in between.
   c. Shall be a minimum of 15’ or at the discretion of Planning & Zoning staff and the City Engineer to ensure clear sight triangle from the street side yard property line for corner lots.
   d. Shall be a minimum of 10’ from the principal building and/or any other structure on that lot, with the exception of carports and pergolas which may be attached or unattached with no specified distance between carport or pergola and principle structure.
   e. Structures must be an additional 1’ from side and rear property lines for every 1’ in height over 12’ while meeting all other applicable setback requirements.
   f. Structures 420 200 square feet or less not requiring a building permit shall require a placement permit to ensure adequate setbacks are met.
3. Accessory structures shall not occupy more than 40% of the required Rear Yard Ordinance 19-02 75, Amended March 14, 2019 setback area, nor have more floor area than the principal structure it serves, nor exceed the height of the principal building it serves.

4. All runoff or drainage from an accessory structure shall remain on the lot that it serves and shall not encroach on an abutting lot or alley.

5. Tanks used for storage of fuel used for heating shall be located in the rear yard or side yard and shall not be closer than 10 feet to the principle building or structure that it serves, or any other structure, and 5 10' feet from the interior side property line and 30' from street side yard setback on corner lots.

6. In-ground swimming pools and ponds shall be a minimum of 40 feet from the front property line, 5 foot from interior and rear property lines, 15 feet from street side property lines, and 10 feet from any other structure on the lot except with a joint administrative adjustment granted by the Building Official and Planning & Zoning Staff. Construction shall comply with the latest approved International Building Code standards per the City.

B. For commercial and industrial zoned districts, 3 sets of plans containing a site plan with overhead and underground utilities noted and structure design shall be required for all accessory structures. All construction shall comply with the latest City approved and accepted New Mexico Building Code, International Building Code, International Fire Code, National Electrical Code, Uniform Mechanical Code, and Uniform Plumbing Code. Accessory structures uses shall also meet the following requirements:

1. An accessory building shall be compatible with the principal building that it serves, shall not occupy any required parking space or area as determined by Planning and Zoning staff, and shall not be constructed prior to the construction of the principal building.

2. Location of an accessory structure shall meet the following requirements:
   a. Shall not be within the front yard setback established and permitted for a lot in that zoning district.
   b. Shall be a minimum of 5' from all shared property lines. A shared property line is a side or rear property line abutting a neighboring property with no alley or easement in between.
   c. Shall be a minimum of 30' or at a distance at the discretion of Planning & Zoning staff and the City Engineer to ensure clear sight triangle and other considerations from the street side yard property line for corner lots.
   d. Shall be a minimum of 10’ from the principal building and/or any other structure on that lot, with the exception of carports and pergolas which may be attached or unattached with no specified distance between carport or pergola and principle structure.
3. Accessory structures shall not occupy more than 40% of the required Rear Yard Ordinance 19-02 75 Amended March 14, 2019 setback area, nor have more floor area than the principal structure it serves, nor exceed the height of the principal building it serves.

4. All runoff or drainage from an accessory structure shall remain on the lot that it serves and shall not encroach on an abutting lot or alley.

5. Tanks used for storage of fuel used for heating shall be located in the rear yard or side yard and shall not be closer than 10 feet to the principle building or structure that it serves, or any other structure, and 10’ from interior side property line and 30’ from street side yard setback on corner lots.

6. In-ground swimming pools and ponds shall be a minimum of 40 feet from the front property line, 5 feet from interior and rear property lines, 15 feet from street side property lines, and 10 feet from any other structure on the lot except with a joint administrative adjustment granted by the Building Official and Planning & Zoning Staff. Construction shall comply with the latest approved International Building Code standards per the City.

Section 5. Exceptions to Required Yards

A required yard space shall remain open and unobstructed, except as follows:

A. Eaves, overhangs, ornamental features, and other common projections normally associated with residential dwellings may project no more than 18 inches into required yard spaces.

B. Open stairways, balconies, and chimneys may project no more than 5 feet into required yard.

C. A non-enclosed porch, carport, or terrace shall not project more than 5 feet into the required front yard spaces.

D. A non-enclosed porch or patio shall not project more than 10 feet into the required rear yard spaces.

E. Where a lot is adjacent to a lot with a principal building that projects into the required front yard setback and if both lots are in the same block on the same side of the street, then the required front yard setback of the lot may be that as established by the adjacent principal building setback.

Section 5. Exceptions to Required Yards

A required yard space shall remain open and unobstructed, except as follows:

A. Eaves, overhangs, ornamental features, and other common projections normally associated with residential dwellings may project no more than 18 inches into required yard spaces.

B. Open stairways, balconies, and chimneys may project no more than 5 feet into required front yard, rear yard, or street side yard on a corner lot.
C. A non-enclosed porch, carport, or terrace patio cover shall not project more than 5 feet into the required front yard setback or street side yard setback.

D. A non-enclosed porch or patio cover shall not project more than 10 feet into the required rear yard spaces.

E. Where a lot is adjacent to a lot with a principal building that projects into the required front yard setback and if both lots are in the same block on the same side of the street, then the required front yard setback of the lot may be that as established by the adjacent principal building setback, and the required side yard setback on a corner lot may be that as established by the existing or adjacent principal building setback providing that clear sight triangles are met.

Section 5. Modification of Article 62 (Home Occupations)

ARTICLE 62: HOME OCCUPATIONS

Section 1. Purpose

The standards and regulations of this Article are designed to protect and maintain the character of residential areas while recognizing that certain professional and trade activities may, on a limited scale, with no physical outside evidence of a business use, be acceptable accessory uses in residential dwellings. These activities are subordinate to the right of surrounding residents to enjoy the use of their property for residential purposes.

Section 2. Permits and Restrictions

A. All Home Occupations shall require an approved Business License from the City of Roswell Business Licensing clerk.

B. Minor Home Occupations are permitted in all residential zoning districts, except for including the MHC and RVP Districts with written consent from the property owner/management and approval from the Planning and Zoning Staff in accordance with the City of Roswell Zoning Code.

C. Major Home Occupations are permitted in all residential zoning districts, excepting the MHC and RVP Districts. Major Home Occupations shall require a Conditional Use Permit approved by the Planning and Zoning Commission at a Public Hearing prior to the issuance of a Business License. Conditional Use Permits are bonded to the applicant at the residential lot stated on the application and are non-transferable.

D. The applicant for the Home Occupation shall live on the premises and shall either be the owner of the residence, have some controlling interest in the property, or have the notarized, written consent or signature of the property owner.
owner, which allows the Home Occupation to be conducted on the premises.

E. Home Occupations may only be conducted after approval from either Staff or the Planning and Zoning Commission. Approval for Home Occupations may only be granted if the following has been met:
1. Home Occupation application conforms to the provisions of this Ordinance.
2. Conditional Use Permit application conforms to the provisions of this Ordinance.
3. Home Occupation will not alter the residential nature of the home or neighborhood.

F. One (1) Home Occupation License per residential dwelling unit and/or tract of land. Each residential unit may obtain more than one (1) business license for multiple allowable business onsite.

G. Violations. If it is determined by inspection or public complaint that the operation of a Home Occupation is in violation of any provision of this article or the Conditional Use Permit, action shall be taken to revoke the Business License through City Council procedures or denied renewal with written notice by Community Development Staff. Violators shall also be subject to legal sanctions.

Section 3. General Guidelines for Minor and Major Home Occupations

A. A Home Occupation shall not increase the volumes of traffic and/or parking for those normally expected in a residential neighborhood. Deliveries to and from the Home Occupation shall not require the use of vehicles other than standard USPS, Fed-Ex, U.P.S., or similar vehicles. Deliveries by semi-tractor-trailer rigs are not permitted, nor shall the Home Occupation operator make use of these vehicles at the residence for any reason.

B. No outdoor storage or display of goods/equipment of any kind.

C. No sale or accumulation of salvage or recyclable goods.

D. No flammable/explosive/hazardous products and/or materials deemed inappropriate for a residential use by City, State, or other governmental departments shall be permitted.

E. No activity shall be allowed which interferes with wireless telecommunications transmissions or reception in the area or creates any offensive noise, vibration, smoke, dust, odor, heat, or glare.

F. The sale of products and/or merchandise shall be limited to items normally found in a residential dwelling as permitted in Section 5 and 6 below.

G. No external evidence of an activity that creates a public nuisance shall be permitted.
H. No oversized vehicles or construction/heavy equipment shall be stored or used on the property or in the easements, alley, or right-of-way adjacent to or near the home except those normally used in residential homes.

I. No mobile or temporary food establishments such as, but not limited to; push carts, ice cream trucks, and other similar uses.

J. No signs or other indications of a Home Occupation shall be permitted on the premises.

K. Clients or students shall be permitted on the premises only between the hours of 8 a.m. and 8 p.m.

L. Storage of items shall be totally enclosed within the floor area allowed for a Home Occupation. A site plan must be approved by Staff prior to the issuance of a Business License.

M. Home Occupations are subject to inspection, with reasonable notification, twice per year by Staff.

N. Only two regular size work-related vehicles/trailers are allowed to be parked on site in the driveway along with personal vehicles belonging to residents of the property, and shall not block sidewalks.

O. Additional standard size work-related vehicles/trailers parked on site are required to have street access to the site, must be parked in a rear or side yard with solid fencing, are prohibited from alley access, and shall not be parked in the street, easements, alley, or right-of-way.

**Stopped Here**

**Section 4. Prohibited Home Occupations.**

The following uses, by nature of the investments or operations involved, have a pronounced tendency once started, to rapidly increase beyond the limits intended for Home Occupations, and thereby impair the use and value of a residential zoning district. Therefore, the uses specified below shall not be permitted as either Minor or Major Home Occupations:

1. Antique, furniture, or gift shops.
2. Beauty, barber, body piercing, or tattoo shops (with the exception of mobile beauty or barber business serving only off-site customers).
3. On-site small engine repair shops.
4. Welding (Non- incidental to the Home Occupation).
5. Pet shops, veterinarian hospitals, or kennels (excepting breeder’s permits as defined in Chapter 4, Article 3 of City Code).
6. Funeral-homes, mortuaries, crematories, and other related services.
7. Restaurants, bars, lounges, or similar types of businesses.
8. Merchandise/equipment rental businesses.
9. Taxi-cab company, service and/or vehicles for hire.
10. Tow truck service or storage of towed vehicles.
11. Trucking company involving parking/storage of oversized trucks, vehicles, and trailers.
11. Construction contractor involving parking/storage of special purpose vehicles, heavy/construction equipment, and oversized vehicles and trailers.
12. Auto; boat or motor vehicle repair, including but not limited to, body/frame repair, painting or sanding, rebuilding/reconditioning engines, trailers, vehicle steam cleaning or undercoating.
13. The sale of fuel, oil, or other products for propulsion or lubrication of motor vehicles.
14. Workshops for heavy carpentry, household furniture, or cabinet making.
15. Furniture refinishing and/or painting.
16. Sale of firearms or ammunitions of any kind.
17. Any use listed as a Commercial or Industrial permitted use.
18. Any other uses similar and comparable to the examples listed above that do not meet the intent and purpose of this Article and that are in any way detrimental to the character and nature of a residential zoning district.

Section 5. Standards and Regulations for Minor Home Occupations

A. Minor Home Occupations shall be conducted entirely within the principal dwelling. Exceptions may be approved by Staff for outside activities which create no public nuisance.

B. Only persons residing on the premises shall be allowed to conduct business activity on-site or be employed in any Minor Home Occupation.

C. No more than 25% of the floor area of the home shall be devoted to the Minor Home Occupation.

D. Professional Offices shall not be open to the general public. All meetings with clients shall be by appointment only. Only one client shall be allowed on the premises at any given time for a maximum of 6 clients per day.

E. Family Child Care Homes for children shall be limited to 6 children per day.

F. Family Adult Care Homes for adults are limited to 4 adults per day.

G. Instruction of students in music, arts, crafts, dance, and tutoring shall be limited to 3 pupils at a time for maximum of 6 per day.

H. Medical offices are permitted for personal use scheduling and paperwork but neither for the practice of the profession nor for consultation with clients except in the case of an emergency.

J. Small home crafts, workshops or studios for an artist, photographer, writer, composer, dressmaker, tailor, typist, or computer programmer (some light carpentry or light welding incidental to the craft or art is acceptable). Such
home workshops or studios shall not be open to the general public. Meetings with a client shall be by appointment only and only one client shall be allowed on the premises at any given time for a maximum of 6 per day.

K. On-site and mobile repair service conducted at the client's site (small appliance, computer, and electronics). No exception for outside activity or storage is permitted.

L. Small engine repair as a mobile service conducted at the customer's site only. No on-site repair, outside activity or storage is permitted.

L M. Contractors, maintenance businesses (i.e., mobile washes, landscapers), trucking companies, mobile mechanics and similar occupations may request a license for a home occupation for the purpose of scheduling, bookkeeping and clerical activities only by immediate family members who reside on the property with strict compliance.

N. Contractors with a vehicle for hire may request a license for a home occupation with the provision that not more than 2 personal vehicles, mini-vans, 15-passenger vans, and limousines be permitted for business purposes and only driven by residents residing on the property. Vehicles shall be parked on the property with direct access entry to a street, shall be parked on an off-street paved surface on the property, and shall not overhang the sidewalk or be parked in the right-of-way, easement, or alley. Oversized vehicles shall not be permitted.

LO. Other uses that meet the intent and purpose of this section as determined by Planning and Zoning Staff.

Section 6. Standards and Regulations for Major Home Occupations

A. The business shall be conducted entirely within enclosed structures with the exception of child care outdoor play areas. Exceptions may be granted by the Planning and Zoning Commission for outside activities that do not create a public nuisance.

B. No more than one employee, plus the inhabitants of the residence shall be on the premises at one time to conduct the Major Home Occupation.

C. No more than 25% of all structures shall be devoted to the major home occupation and storage shall not exceed 10% of the total floor area and be wholly enclosed inside a structure. Accessory building(s) may be used for a Major Home Occupation if approved by the Planning and Zoning Commission.

D. Instruction of students shall be limited to 6 pupils at a time for a maximum of 12 per day, or as determined by the Planning and Zoning Commission.

E. Group Day Care Homes for Children shall be limited to more than 6 but less than 12 children, as determined by the State. The Planning and
Zoning Commission shall determine allowable business hours based on the nature of the business.

F. Group Day Care Homes for Adults are limited to more than 4 but less than and up to 6 adults, as determined by the State. The Planning and Zoning Commission shall determine allowable business hours based on the nature of the business.

G. Small appliance, computer, and small electronic repair. No exception for vehicle repair, outside activity or storage is permitted.

H. Small engine repair as a mobile service, conducted at the customer’s site. No outside activity or storage is permitted.

I. Other uses that meet the intent and purpose of this section.

Section 6. SEVERABILITY.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 7. EFFECTIVE DATE.

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

PASSED, ADOPTED, SIGNED and APPROVED the XXth day of XXXXXXXX, 2020.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk
ACTION REQUESTED: Consider recommending approval to advertise and hold a public hearing on Proposed Ordinance 20-05 to update Article I (Lodger’s Tax) of Chapter 23 of the Roswell City Code.

BACKGROUND: Initiated by: Juanita Jennings

The New Mexico legislature passed two rounds of amendments to the Lodger’s Tax Act in the 2019 and 2020 legislative sessions, which eliminated or narrowed certain exemptions from lodger’s tax. The proposed Ordinance would update several sections of Article I of Chapter 23 of the Roswell City Code to match the changes made by the legislature in order to take advantage of expanded lodger’s tax coverage reflected in the elimination or narrowing of exemptions under the Act.

FINANCIAL CONSIDERATION: There are no expenditures associated with adoption of the proposed Ordinance. Expanded coverage provided for in the amendments offers potential additional lodger’s tax revenues in the future.

LEGAL REVIEW: The Interim City Attorney drafted the proposed Ordinance.

As an Ordinance, Council must hold a public hearing after having provided public notice of the hearing. The Ordinance would become effective five days after publication of its adoption.

BOARD and/or COMMITTEE ACTION: The Legal Committee is scheduled to meet on Thursday, May 28, 2020.

The Legal Committee unanimously recommended a prior draft of this update at its April 23, 2020 meeting, however, the item was referred back to the Legal Committee for further consideration at the May 14, 2020 City Council meeting, by unanimous amendment to the Agenda.

STAFF RECOMMENDATION: Consider recommending approval to advertise and hold a public hearing on Proposed Ordinance 20-05 to update Article I (Lodger’s Tax) of Chapter 23 of the Roswell City Code.
ORDINANCE 20-XX

AN ORDINANCE OF THE CITY OF ROSWELL AMENDING CHAPTER 23 OF
THE ROSWELL CITY CODE RELATING TO LODGER’S TAX

WHEREAS, the City of Roswell is permitted to impose a tax on persons using commercial
lodging accommodations pursuant to NMSA 1978, §§ 3-38-13 to -34;

WHEREAS, the New Mexico Legislature recently amended that state statute in the 2019
and 2020 legislative sessions; and

WHEREAS, the City of Roswell desires to update its ordinance to conform to the new
provisions of the state statute.

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

SECTION 1. Roswell City Code Section 23-2 shall be amended to read:

Sec. 23-2. - Definitions

The following words, terms and phrases, when used in this article, shall have the meanings
ascribed to them in this section, except where the context clearly indicates a different meaning:

City manager means the city manager or the clerk-treasurer of the city or other
representative designated by the city manager as the case may be.

Gross taxable rent means the total amount of rent paid for lodging, not including the state
gross receipts tax or local sales taxes.

Lodging means the transaction of furnishing rooms or other accommodations by a vendor
to a vendee who for a rent, uses, possesses or has the right to use or possess any room/rooms or
other units of accommodation in, at or upon taxable premises.

Lodgings means the rooms or other accommodations furnished by a vendor to a vendee in
furnishing the taxable service of lodging.

Occupancy tax means the tax on lodging authorized by this article.

Person means a corporation, firm, other body corporate, partnership, association or
individual, including, but not limited to, an executor, administrator, trustee receiver or other
representative appointed according to law and acting in a representative capacity, excepting
therefrom the United States of America, the state, their agencies, departments or
instrumentalities or a political subdivision of the state.
Rent means the consideration received by a vendor whether in money credits, property or other consideration valued in money for lodgings subject to occupancy tax authorized by this article.

Taxable premises means a hotel, apartment, apartment hotel, apartment house, lodge, lodging house, motor hotel, guest house, guest ranch, ranch resort, guest resort, mobile home, motor court, auto court, auto camp, trailer court, trailer camp, trailer park, tourist camp, cabin or other premises used for lodging, motel or other premises used for lodging that is not the vendee's household or primary residence.

Temporary lodging means lodgings for the purpose of housing a vendee within proximity of the vendee's employment or job location;

Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax.

Tourist-related events means events that are planned for, promoted to and attended by tourists.

Tourist-related facilities and attractions means facilities and attractions that are intended to be used by or visited by visitors.

Tourist-related transportation systems means transportation systems that provide transportation for tourists to and from tourist-related facilities, attractions and events.

Vendee means a natural person to whom lodgings are furnished for a consideration in the exercise of the taxable service to lodging.

Vendor means a person or the person’s agent furnishing lodgings for a consideration in the exercise of the taxable service of lodging.

SECTION 2. Roswell City Code Section 23-4 shall be amended to read:

Sec. 23-4. - Exemptions. The occupancy tax shall not apply:

(1) If a vendee:

   a. Has been a permanent resident of the taxable premises for a period of at least 30 consecutive days, unless those premises are temporary lodging; or

   b. Enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least 30 consecutive days, unless those premises are temporary lodging.
(2) If the rent paid by a vendee is less than $2.00 a day;

(3) To lodging accommodations at institutions of the federal government, the state or any political subdivision thereof;

(4) To lodging accommodations at religious, charitable, educational or philanthropic institutions, including without limitation such accommodations at summer or camps operated by such institutions;

(5) To clinics, hospitals or other medical facilities; or

(6) To privately-owned and operated convalescent homes or homes for the aged, infirm, indigent or chronically ill; or

(7) If the taxable premises does not have at least three rooms or three other units of accommodations for lodging.

SECTION 3. Roswell City Code Section 23-9 shall be amended to read:

Sec. 23-6. - Reporting and collection.

(a) Every vendor providing lodging shall collect the tax thereon on behalf of the city and shall act as a trustee therefor.

(b) The tax shall be collected from vendees in accordance with this article and shall be charged separately from the rent fixed by the vendor for the lodgings.

(c) Each vendor licensed under this article shall be liable to the city for the tax provided in this article on the rent paid for lodging.

(d) Each vendor shall make a report by the twenty-fifth day of each month, on forms provided by the clerk-treasurer, of the receipts for lodging paid to him in the preceding calendar month and shall remit therewith payment of the amounts due to the city. If the twenty-fifth falls on a Saturday, Sunday or legal holiday the report is due the next business day. The postmark on the envelope determines if a report is filed on time. The report shall include sufficient information to enable the city to audit the report, including the amount of tax deriving from the thirty-first and subsequent days a vendee rents lodgings in taxable premises, and shall be subscribed by the vendor or his duly authorized agent or attorney.

(e) The reports of individual vendors, required by subsection (d), are confidential and not subject to public inspection.

(f) The city will select for annual random audit one or more vendors to verify the amount of gross rent subject to the occupancy tax and to ensure that the full amount of occupancy tax on that rent is collected. Copies of audit completed shall be filed annually with the local government division of the department of finance and administration.
SECTION 4. Roswell City Code Section 23-9 shall be amended to read:

Sec. 23-9. - Administration.

(a) Duties assigned to the city manager by this article, with the exception of city manager rulings requested upon decisions of the clerk-treasurer or other officials or departments, may be delegated from time to time in whole or in part by the city manager as may be useful.

(b) The clerk-treasurer is directed to deposit all receipts of the tax levied hereunder, including penalties and interest on delinquent payments, accrued or accruing, in a separate account designated as the "Lodger's Tax Ordinance Fund," any disbursements from said fund to be made in accordance with law.

(c) Proceeds from the occupancy tax that are collected based on the thirty-first and subsequent days a vendee rents lodgings in taxable premises may be applied by the city to any of the following uses:

(1) Construction, maintenance and renovation of City owned tourist attractions and related facilities, including sports tourism;

(2) Financial support for public safety and community development efforts; and

(3) City support for economic development related projects.

SECTION 5. 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. 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. In accordance with state statute, this ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED _________________. _______.

CITY SEAL

_____________________________
Dennis Kintigh, Mayor

ATTEST
Sharon Coll, City Clerk
ORDINANCE 20-XX

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Person means a corporation, firm, other body corporate, partnership, association or individual, including, but not limited to, an executor, administrator, trustee receiver or other representative appointed according to law and acting in a representative capacity, excepting therefrom the United States of America, the state, their agencies, departments or instrumentalities or a political subdivision of the state.
Rent means the consideration received by a vendor whether in money credits, property or
other consideration valued in money for lodgings subject to occupancy tax authorized by this
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vendee's household or primary residence.

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taxable premises for a period of at least 30 consecutive days, unless those
premises are temporary lodging.

(2) If the rent paid by a vendee is less than $2.00 a day;

(3) To lodging accommodations at institutions of the federal government, the state or
any political subdivision thereof;
(4) To lodging accommodations at religious, charitable, educational or philanthropic institutions, including without limitation such accommodations at summer or camps operated by such institutions;

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(a) Every vendor providing lodging shall collect the tax thereon on behalf of the city and shall act as a trustee therefor.
(b) The tax shall be collected from vendees in accordance with this article and shall be charged separately from the rent fixed by the vendor for the lodgings.
(c) Each vendor licensed under this article shall be liable to the city for the tax provided in this article on the rent paid for lodging.
(d) Each vendor shall make a report by the twenty-fifth day of each month, on forms provided by the clerk-treasurer, of the receipts for lodging paid to him in the preceding calendar month and shall remit therewith payment of the amounts due to the city. If the twenty-fifth falls on a Saturday, Sunday or legal holiday the report is due the next business day. The postmark on the envelope determines if a report is filed on time. The report shall include sufficient information to enable the city to audit the report, including the amount of tax deriving from the thirty-first and subsequent days a vendee rents lodgings in taxable premises, and shall be subscribed by the vendor or his duly authorized agent or attorney.
(e) The reports of individual vendors, required by subsection (d), are confidential and not subject to public inspection.
(f) The city will select for annual random audit one or more vendors to verify the amount of gross rent subject to the occupancy tax and to ensure that the full amount of occupancy tax on that rent is collected. Copies of audit completed shall be filed annually with the local government division of the department of finance and administration.

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Sec. 23-9. - Administration.
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may be delegated from time to time in whole or in part by the city manager as may be useful.

(b) The clerk-treasurer is directed to deposit all receipts of the tax levied hereunder, including penalties and interest on delinquent payments, accrued or accruing, in a separate account designated as the "Lodger’s Tax Ordinance Fund," any disbursements from said fund to be made in accordance with law.

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SECTION 7. In accordance with state statute, this ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED _________________. ______.

CITY SEAL

______________________________

Dennis Kintigh, Mayor

ATTEST

_____________________

Sharon Coll, City Clerk
AGENDA ITEM NO. 12 – ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, June 25, 2020 4:00 PM
Roswell Convention & Civic Center
912 N. Main St. Meeting Room A, Roswell, NM 88201

Ord 20-XX Revising Solid Waste Ordinance

ACTION REQUESTED: Consider recommending approval to advertise and hold a public hearing on Proposed Ordinance 20-XX to amend Chapter 21 (Solid Wastes) of the Roswell City Code

BACKGROUND: Initiated by: Parker W. Patterson

The proposed Ordinance would amend several sections of Chapter 21 of the Roswell City Code relating to solid waste collection and disposal. The amendments would delete all of the fees for solid waste collection currently set by ordinance, with the intention that such fees be established by resolution going forward. In addition, the amendments would clarify the definition of solid waste collection and emphasize the City’s exclusive jurisdiction, while reserving the power to grant franchises to private entities for provision of these services.

FINANCIAL CONSIDERATION: There are no expenditures associated with the proposed Ordinance.

LEGAL REVIEW: The Interim City Attorney drafted the proposed Ordinance.

As an Ordinance, Council must hold a public hearing after having provided public notice of the hearing. The Ordinance would become effective five days after publication of its adoption.

BOARD and/or COMMITTEE ACTION: The Legal Committee is scheduled to meet on Thursday, June 25, 2020.

STAFF RECOMMENDATION: Consider recommending approval to advertise and hold a public hearing on Proposed Ordinance 20-XX to amend Chapter 21 (Solid Wastes) of the Roswell City Code
ORDINANCE 20-XX

AN ORDINANCE AMENDING CHAPTER 21 OF THE ROSWELL CITY CODE
RELATING TO SOLID WASTE COLLECTION AND DISPOSAL

WHEREAS, Chapter 21 of the Roswell City Code regulates the collection and disposal of solid wastes generated within the city; and

WHEREAS, The City Council wishes to hereby amend certain sections of Chapter 21 of the Roswell City Code as further reflected below.

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

SECTION 1. Section 21-2 of the Roswell City Code is hereby amended as follows:

Sec. 21-2. - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Collection means the process of collecting or providing a service of gathering solid waste from one or more persons or premises within the city, for transportation to a point of disposal or recycling, or sanitary landfill, except in cases where such service is only incidental to the provision of other goods or services responsible for creation of the solid waste. Collection does not include the disposal of solid waste by the individual or entity that created it.

Disposal facility means the sanitary landfill or site for the disposal of solid wastes.

Incineration means the process of reducing combustible solid wastes to inert residue, in a device or chamber designed for complete combustion.

Motor vehicle is any vehicle which is designed to be self-propelled and travel along the ground and shall include, but not be limited to, automobiles, buses, motorbikes, motorcycles, motorscooters, trucks, tractors, go-carts, golf carts, recreational vehicles and motor homes.

Person means any person owning, operating or controlling any house, residence, shop, commercial establishment, hotel, restaurant, market, apartment, condominium or tenement house or any other place of business within the city, to include tenants, lessees or occupants.

Premises means business houses, apartment houses, offices, theaters, hotels, residences, commercial establishments of any character, settlements, hospitals, schools, vacant lots and all other places within the corporate limits where solid waste accumulates.
Private property shall mean any real property within the city which is privately owned and which is not public property, as defined in this section.

Public property shall mean any street or highway which shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel and shall also mean other publicly owned property or facility.

Recycling means the segregation of reusable materials preparatory to industrial processing of such materials, whereby such material is converted into a new product so that the original product is no longer identifiable.

Sanitation officer means the department head of the sanitation department of the city.

Scavenging means the removal of solid waste from a disposal facility.

Solid waste means garbage, rejected or waste food, offal, swill, carrion, ashes, dirt, slop, waste water, trash, rubbish, cast-off items, parts of autos, clothing, mattresses, tires, paper, cartons, salvage or unwholesome materials of any kind or description; except sewage, but including commercial, industrial, institutional and recreational wastes and any article or substance commonly discarded as waste or which, if discarded on the ground, will create or contribute to an unsanitary, offensive or unsightly condition.

SECTION 2. Section 21-11 of the Roswell City Code is hereby amended as follows:

Sec. 21-11. - City's exclusive right to collect solid wastes.

The city and its duly authorized agents, servants or employees reserve the exclusive right to collect or gather, engage in the collection of, solid waste within the city. It shall be unlawful for any person to collect or gather, engage in the collection of, solid waste within the city, except as permitted by the city pursuant to a duly authorized franchise; provided, however, that waste materials not defined by this chapter, such as sawdust, manure, fertilizers, manufacturing operations, trees, tree trimmings no longer than four feet and other large, heavy, bulky materials, building construction materials or other scrap solid waste from construction, remodeling, demolition or excavation shall be hauled by the contractor or builder if the work is done by contract; otherwise, by the owner or occupant or his duly authorized agent. Such materials on streets, lots or adjacent areas shall be deposited at the solid waste disposal area under the direction of the sanitation officer or his duly authorized agent.

SECTION 3. Section 21-20 of the Roswell City Code is hereby amended as follows:

Sec. 21-20. – Fees.

(a) Every person owning or controlling real property within the city shall pay the solid waste collection and disposal fees established and provided for by this chapter, whether or not the solid waste collection and disposal service is used by the person owning or controlling real property within the city.
(b) Monthly services for solid waste collection and disposal from dwellings and residential premises, and from commercial property, shall be assessed against the person or entity in whose name the water meter for the premises is registered of record. Minimum charges for such residential service shall be as set by fee resolution provided herein. Such charge is premised on twice a week pickup of the shared use of an automated collection container or the use of an individual automated collection container. Charges for such residential service for a calendar month shall be, plus applicable gross receipts tax:

<table>
<thead>
<tr>
<th></th>
<th>Collection</th>
<th>Disposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Single family residence</td>
<td>$7.05</td>
<td>$4.70</td>
</tr>
<tr>
<td>(2) Duplexes, per unit</td>
<td>$7.05</td>
<td>$4.70</td>
</tr>
<tr>
<td>(3) Accessory dwelling</td>
<td>$7.05</td>
<td>$4.70</td>
</tr>
</tbody>
</table>

In addition, on the anniversary date of the implementation of this article, the amounts shown for all collection service charges above will be increased by $0.60 and all disposal service charges above will be increased by $0.40 for each of the next six consecutive years (July 1, 2012 to July 1, 2017).

(e) Monthly services not described in subsection (b) shall be considered commercial property. Charges shall be assessed against the person in whose name the water meter for the premises is registered of record. Charges for such services for a calendar month shall be determined as follows, plus applicable gross receipts tax:

City of Roswell Solid Waste Collection and Disposal Rates for Commercial Property

<table>
<thead>
<tr>
<th>Number of Containers Picked Up</th>
<th>Rates for 300-Gallon Containers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1xWeek</td>
</tr>
<tr>
<td>1</td>
<td>$19.04</td>
</tr>
<tr>
<td>2</td>
<td>38.07</td>
</tr>
<tr>
<td>3</td>
<td>57.11</td>
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<tr>
<td>4</td>
<td>76.14</td>
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<td>5</td>
<td>95.18</td>
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<td>6</td>
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<td>7</td>
<td>133.25</td>
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<tr>
<td>8</td>
<td>152.28</td>
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<tr>
<td>9</td>
<td>171.32</td>
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<tr>
<td>10</td>
<td>190.35</td>
</tr>
</tbody>
</table>
### Number of Dumpsters Picked Up

<table>
<thead>
<tr>
<th>Number of Dumpsters Picked Up</th>
<th>Rates for 3 Cubic Yard Metal Dumpsters (Monday through Friday)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1xWeek</td>
</tr>
<tr>
<td>1</td>
<td>$38.07</td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
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<td>3</td>
<td></td>
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<td>4</td>
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<td>10</td>
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</tr>
</tbody>
</table>

### Number of Dumpsters Picked Up

<table>
<thead>
<tr>
<th>Number of Dumpsters Picked Up</th>
<th>Rates for 3 Cubic Yard Metal Dumpsters (Includes Saturday Pickup)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1xWeek</td>
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<tr>
<td>1</td>
<td>$42.65</td>
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<td>9</td>
<td>$304.93</td>
</tr>
<tr>
<td>10</td>
<td>$426.59</td>
</tr>
</tbody>
</table>

**Commercial and Residential**

*Grapple Truck Service is $99.60 Per Truck Load Plus Applicable Gross Receipts Tax*

*(For Anything Over One Half The Truck)*

*If Under One Half The Truck Load there Is A Minimum Charge of $25.00 Plus Tax*

Note: Collection frequency, number of pickups per week, shall not be less than that determined necessary by the sanitation department for the serviced premises.
In addition, on the anniversary date of the implementation of this ordinance, the amounts shown for all solid waste collection and disposal rates for commercial property in the above tables will be increased by 8.9% on July 1, 2012, by 7.8% on July 1, 2013, by 7.3% on July 1, 2014, by 6.8% on July 1, 2015, and by 6.3% on July 1, 2016.

(d)(c) The sanitation department shall not accept special or hazardous waste and may at any time refuse to collect, or refuse to accept for disposal, waste the department determines would be detrimental to operation of the collection system or landfill. Waste deemed unacceptable by the department shall not be presented for disposal or disposed of at the city's landfill unless such determination is amended prior to presentment or disposal.

(d) There will be fees and charges established from time to time by resolution for the following special types of disposals:

1. The fee for disposal of solid waste at the disposal area, for residential user only, on loads consisting of 300 pounds or less, shall be a flat rate of $2.80 per load, plus applicable gross receipts tax.

2. The fee for disposal of solid waste at the disposal area, including, but not limited to, compacted loads, roll-offs, yard waste, etc., for all commercial loads and residential loads in excess of 300 pounds, shall be $30.00 per ton, plus applicable gross receipt taxes.

3. The fee for disposal of heavy solid waste, defined as large tree trunks, asphalt roofing shingles, etc. that is not considered clean fill, at the disposal area, shall be $14.30 per ton, plus applicable gross receipts tax.

4. The fee for disposal of clean fill solid waste, defined as concrete, brick, rock, soil, asphalt, rebar, glass, etc. that meets clean fill standards as approved by the State of New Mexico Environment Department, at the disposal area, shall be $10.75 per ton plus applicable gross receipt taxes.

5. The fee for the disposal of tires for residential users and for all commercial loads, at the disposal area, shall be $2.25 per standard passenger tire, $4.50 per standard truck tire, $0.10 (ten cents) per pound for large tires, defined as larger than standard truck tires; and bulk tires shall be $200.00 per ton with a limited amount of rims (1 per 100) allowed; or $400.00 on a bulk load of tires contaminated with other trash, plus applicable gross receipt tax on all.

6. The fee for disposal of E-waste, defined as electronic waste such as but not limited to computer monitors, computer towers, printers, scanners, copy machines, batteries, universal surge protectors, telephones, two way radios, cell phones, radios, VCR and DVD equipment, etc., at the disposal area, shall be $35.00 per ton plus $1.00 per unit, plus applicable gross receipts tax.

7. The fee for disposal of refrigerant units, defined as any cooling or heating unit
containing refrigerant that requires evacuation by state standards before disposal such as but not limited to refrigerators, freezers, heat pumps, AC units, drinking water coolers, etc., at the disposal area shall be $35.00 per ton plus $10.00 per evacuation, plus applicable gross receipts tax.

(8) Tickets for special disposals under this Section will contain the customer name, address, date, receipt number, weigh master signature/identification number and materials description, and will be invoiced monthly.

(9)(e) The above landfill—All solid waste disposal fees shall be automatically adjusted at the beginning of each fiscal year, beginning July 1, 2012, to the nearest 25 cent point of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) information obtained from the Bureau of Labor Statistics of the U.S. Department of Labor.

(f) For the purpose of convenience, the billing and collecting of the charges levied for service under subsections (b) and (c) of this section shall be done by the city water department, and all such charges shall be payable at the office of the city water department in the same manner as are other utility services billed and collected by the city water department.

(g) The city may provide and maintain roll-off containers to the public at a rate of not less than $160.00 per pull plus tonnage as weighed at the Roswell Landfill. Bins shall be place for service in a manner and location acceptable to the city. Length of time for use of a city owned roll-off container is 30 calendar days. Additional days will be charged at a rate of $5.00 per day up to 30 additional days. Continued usage of the containers over 60 days requires approval from the sanitation officer or agent. Businesses or individuals must give the solid waste department 24 hours notice when the roll-off containers need to be pulled and the content of the roll-off shall not exceed 40,000 pounds. Damage to the container will be the responsibility of the business or individual using the container and will be billed accordingly.

SECTION 4. 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 5. 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 6. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED _________________.

CITY SEAL
Dennis Kintigh, Mayor

Sharon Coll, City Clerk
ORDINANCE 20-XX

AN ORDINANCE AMENDING CHAPTER 21 OF THE ROSWELL CITY CODE
RELATING TO SOLID WASTE COLLECTION AND DISPOSAL

WHEREAS, Chapter 21 of the Roswell City Code regulates the collection and disposal of solid wastes generated within the city; and

WHEREAS, The City Council wishes to hereby amend certain sections of Chapter 21 of the Roswell City Code as further reflected below.

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

SECTION 1. Section 21-2 of the Roswell City Code is hereby amended as follows:

Sec. 21-2. - Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Collection means providing a service of gathering solid waste from one or more persons or premises within the city, for transportation to a point of disposal or recycling, or sanitary landfill, except in cases where such service is only incidental to the provision of other goods or services responsible for creation of the solid waste. Collection does not include the disposal of solid waste by the individual or entity that created it.

Disposal facility means the sanitary landfill or site for the disposal of solid wastes.

Incineration means the process of reducing combustible solid wastes to inert residue, in a device or chamber designed for complete combustion.

Motor vehicle is any vehicle which is designed to be self-propelled and travel along the ground and shall include, but not be limited to, automobiles, buses, motorbikes, motorcycles, motorscooters, trucks, tractors, go-carts, golf carts, recreational vehicles and motor homes.

Person means any person owning, operating or controlling any house, residence, shop, commercial establishment, hotel, restaurant, market, apartment, condominium or tenement house or any other place of business within the city, to include tenants, lessees or occupants.

Premises means business houses, apartment houses, offices, theaters, hotels, residences, commercial establishments of any character, settlements, hospitals, schools, vacant lots and all other places within the corporate limits where solid waste accumulates.

Private property shall mean any real property within the city which is privately owned and
which is not public property, as defined in this section.

Public property shall mean any street or highway which shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel and shall also mean other publicly owned property or facility.

Recycling means the segregation of reusable materials preparatory to industrial processing of such materials, whereby such material is converted into a new product so that the original product is no longer identifiable.

Sanitation officer means the department head of the sanitation department of the city.

Scavenging means the removal of solid waste from a disposal facility.

Solid waste means garbage, rejected or waste food, offal, swill, carrion, ashes, dirt, slop, waste water, trash, rubbish, cast-off items, parts of autos, clothing, mattresses, tires, paper, cartons, salvage or unwholesome materials of any kind or description; except sewage, but including commercial, industrial, institutional and recreational wastes and any article or substance commonly discarded as waste or which, if discarded on the ground, will create or contribute to an unsanitary, offensive or unsightly condition.

SECTION 2. Section 21-11 of the Roswell City Code is hereby amended as follows:

Sec. 21-11. - City’s exclusive right to collect solid wastes.

The city and its duly authorized agents, servants or employees reserve the exclusive right to engage in the collection of solid waste within the city. It shall be unlawful for any person to engage in the collection of solid waste within the city, except as permitted by the city pursuant to a duly authorized franchise.

SECTION 3. Section 21-20 of the Roswell City Code is hereby amended as follows:

Sec. 21-20. – Fees.

(a) Every person owning or controlling real property within the city shall pay the solid waste collection and disposal fees established and provided for by this chapter, whether or not the solid waste collection and disposal service is used by the person owning or controlling real property within the city.

(b) Monthly services for solid waste collection and disposal from dwellings and residential premises, and from commercial property, shall be assessed against the person or entity in whose name the water meter for the premises is registered of record. Minimum charges for such service shall be as set by fee resolution.

(c) The sanitation department shall not accept special or hazardous waste and may at any time refuse to collect, or refuse to accept for disposal, waste the department determines would be detrimental to operation of the collection system or landfill. Waste deemed unacceptable
by the department shall not be presented for disposal or disposed of at the city's landfill unless such determination is amended prior to presentment or disposal.

(d) There will be fees and charges established from time to time by resolution for the following special types of disposals:

(1) Disposal of solid waste at the disposal area, for residential user only, on loads consisting of 300 pounds or less.

(2) Disposal of solid waste at the disposal area, including, but not limited to, compacted loads, roll-offs, yard waste, etc., for all commercial loads and residential loads in excess of 300 pounds.

(3) Disposal of heavy solid waste, defined as large tree trunks, asphalt roofing shingles, etc. that is not considered clean fill, at the disposal area.

(4) Disposal of clean fill solid waste, defined as concrete, brick, rock, soil, asphalt, rebar, glass, etc. that meets clean fill standards as approved by the State of New Mexico Environment Department, at the disposal area.

(5) Disposal of tires for residential users and for all commercial loads, at the disposal area.

(6) Disposal of E-waste, defined as electronic waste such as but not limited to computer monitors, computer towers, printers, scanners, copy machines, batteries, universal surge protectors, telephones, two way radios, cell phones, radios, VCR and DVD equipment, etc.

(7) Disposal of refrigerant units, defined as any cooling or heating unit containing refrigerant that requires evacuation by state standards before disposal such as but not limited to refrigerators, freezers, heat pumps, AC units, drinking water coolers, etc., at the disposal area.

Tickets for special disposals under this Section will contain the customer name, address, date, receipt number, weigh master signature/identification number and materials description, and will be invoiced monthly.

(e) All solid waste disposal fees shall be automatically adjusted at the beginning of each fiscal year, beginning July 1, 2012, to the nearest 25 cent point of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) information obtained from the Bureau of Labor Statistics of the U.S. Department of Labor.

(f) For the purpose of convenience, the billing and collecting of the charges levied for service under subsections (b) of this section shall be done by the city water department, and all such charges shall be payable at the office of the city water department in the same manner as are other utility services billed and collected by the city water department.
(g) The city may provide and maintain roll-off containers to the public at a rate per pull plus tonnage as weighed at the Roswell Landfill. Bins shall be place for service in a manner and location acceptable to the city. Length of time for use of a city owned roll-off container is 30 calendar days. Additional days will be charged at a rate per day up to 30 additional days. Continued usage of the containers over 60 days requires approval from the sanitation officer or agent. Businesses or individuals must give the solid waste department 24 hours notice when the roll-off containers need to be pulled and the content of the roll-off shall not exceed 40,000 pounds. Damage to the container will be the responsibility of the business or individual using the container and will be billed accordingly.

SECTION 4. 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 5. 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 6. This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED ________________, ______.

CITY SEAL

__________________________
Dennis Kintigh, Mayor

ATTEST

_____________________
Sharon Coll, City Clerk
AGENDA ITEM NO. 13 – ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, June 25, 2020 4:00 PM
Roswell Convention & Civic Center
912 N. Main St. Meeting Room A, Roswell, NM 88201

Department Reports

City departments that provide reports to the Legal Committee are as follows:

- City Clerk
- Legal
- Safety
- Human Resources
May 2020 Monthly Report – City Clerk’s Office

Monthly activities:

- Test panic buttons and confirm proper operation
- Activate or deactivate alarm codes for exit or new employees
- Set-up codes for door Convention Center
- Field and answer calls/questions from the public as needed
- Field and answer calls/questions regarding primary election
- Transfer calls from public to County Clerk to receive absentee ballots
- Inspection of Public Records Act requests total – 28
- Inspection of Public Records Act Request same requestor - 5
- Review five (5) standing committee meeting agendas and draft minutes
- Post five (5) standing committee meeting agendas and approved minutes
- Gather data from the five (5) standing committees to prepare the City Council agenda
- Review meeting agendas and draft minutes from the P&Z and Airport Advisory Board.
- Post P&Z and Airport Advisory meeting agendas and approved minutes
- Proof and amend abstracts and attachments for the City Council agenda
- Post City Council agenda and approved minutes
- Review and amend PowerPoints for City Council meeting
- Prepare for City Council meeting
- Attend City Council meeting and various standing committee meetings
- Miscellaneous items as needed and other duties as assigned
- Answer phones from 7:00 a.m. to 8:00 a.m. Monday thru Friday
- Answer phones from noon to 1:00 p.m. every Thursday
- Work on budget cuts
- Prepare department plan for reopening
- Liquor License renewal letters (63) and agreements preparation to be mailed
- Process liquor license renewals as they begin to come in
- Continue scanning correspondence files in Clerk’s Office to the network
- Review purchase order summary 7/1/2019-5/15/2020 and close out PO’s
- Update boards/committee/commission memberships
- Email to staff new agenda statement with updated resolution
- Email to staff with instructions with the new protocol for agenda statements during COVID-19

Sharon Coll
City Clerk
Litigation

Criminal
The Legal Department currently has 110 open criminal cases.

Civil
The Legal Department currently has 6 open civil or administrative matters.

Legislative

Ordinances
During the reporting period the Legal Department is currently working on or recently completed the following ordinances:

- Amendments to Solid Waste Ordinance
- Lodger’s Tax Ordinance Updates
- Nuisance Ordinance Rewrite

Resolutions
During the reporting period the Legal Department is currently working on or recently completed the following resolutions:

- Chronic Nuisance Resolution
- Airport Authority Resolution
- MainStreet Roswell Resolution

Contracts

Review: During the reporting period the Legal Department reviewed 2 contracts or agreements.

Draft: During the reporting period the Legal Department drafted or revised 4 contracts or agreements.

Other
Other projects may be of a sensitive legal matter or not yet ready for publication
WORKERS COMPENSATION CLAIMS 2020

ANIMAL CONTROL  1  1  2  3  9
FAC MTRC  1
RECREATION  1
FIRE  1
GOLF  1
POLICE  1  1  1  2  2
SANITATION  1
STREETS  1
TRANSIT  1
WWTP  1

WORKERS COMPENSATION CLAIMS 2019

ANIMAL CONTROL  3  2  1
FAC MTRC  1
FINANCE  26
FIRE  1  1  3
LIBRARY  1
PARKS  1  3
POLICE  26
SANITATION  9
STREETS  2
TRANSIT  2
WATER MTRC  2
WWTP  2

WORKERS COMPENSATION CLAIMS 2018

ANIMAL CONTROL  1  1  2  10  20
CEMETARY  1
FINANCE  1
FAC MTRC  1
FIRE  1
PARKS  4
POLICE  1  2  1
SANITATION  6
TRANSIT  1
WATER MTRC  3
WWTP  3

WORKERS COMPENSATION CLAIMS

JANUARY  5  5  4  4  6
FEBRUARY  5  2  3  4  3
MARCH  2  5  1  5  2
APRIL  2  5  1  5  2
MAY  7  6  4  8  5
JUNE  19  4  2  9
JULY  13  9  8  7
AUGUST  6  6  4
SEPTEMBER  5  6  3  8
OCTOBER  6  6  2  14
NOVEMBER  2  2  4  3
DECEMBER  2  3  2  4
LOST TIME  3  14  11  19  16
NO LOST TIME  20  62  43  29  51
TOTAL CLAIMS  23  76  54  48  67
Department Monthly Activities:

Tyler HCM Implementation

- Human Resources and Payroll are working with Tyler on running parallels for HCM/Payroll module. The parallels will ensure that the system is working correctly before going live in July 2020.
- HR will start the Risk/Recruiting Module with Tyler starting May 4, 2020. Go live for the module will be August 2020.

Department move:

The Human Resources, and Safety department moved offices to the Secord floor of City Hall.