LEGAL COMMITTEE MEETING AGENDA
Thursday, January 23, 2020 4:00 PM
City Hall Conference Room
425 N. Richardson, Roswell, NM 88201

Chair: Judy Stubbs, Ward 3
Vice Chair: Barry Foster, Ward 5
Members: George Peterson, Ward 4
Savino Sanchez, Ward 4
Staff Liaison: Aaron Holloman

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES
Approval of the minutes from the Legal Committee meeting on December 3, 2019. (Page 3)

REGULAR ITEMS
1. To recommend to full Council that the following RIAC agreements to existing leases be placed on the Consent agenda for approval:
   (A) Consider approval to authorize Eastern New Mexico University – Roswell, to renew their current lease agreement on the use of an area of land at the old Airport. (Page 5)
   (B) Consider approval to authorize Kerry Hunter, an individual, to renew his current lease agreement on Building No. 117. (Page 10)
   (C) Consider approval to authorize Don and Angel Mayes, and Richard Glenn, as individuals, to renew their current lease agreement on “T” Hangar Building No. 120, Space 2. (Page 12)
2. Proposed Ordinance 20-XX – Discuss and consider recommending to advertise for a public hearing proposed Ordinance 20-XX, modifying Articles 52 (Building & Performance Standards) and Article 62 (Home Occupations). (Page 14)
3. Meeting Time and Dates for 2020 - Consider deciding the meeting schedule for the Legal Committee for 2020. (Page 24)

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, January 17, 2020
Regular Meeting of the Legal Committee  
Held in the Bondurant Room at Roswell Public Library  
December 3, 2019

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 4:05 p.m. with Chair Stubbs presiding, Councilors Sanchez, and Foster present. Councilor Peterson being absent.

Staff present: Danny Renshaw, Mark Bleth, Scott Stark, Aaron Holloman, Parker Patterson, Mike Matthews, Louis Najar, and Bill Morris. Also present were Mayor Kintigh and Councilor Juan Oropesa.

Guests present: Andrew Kovach, Cathy Knight, Wendy Ciccone, Christina Morrow, Alison Penn, Cristina Arnold, and Bonnie Bitzer.

**APPROVAL OF AGENDA**  
Councilor Sanchez moved to approve the December 3, 2019, Legal Committee meeting agenda. Councilor Foster was the second. A voice vote was 3-0, and the motion passed with Councilor Peterson being absent.

**APPROVAL OF MINUTES**  
Councilor Foster moved to approve the October 24, 2019 Legal Committee minutes. Councilor Sanchez was the second. A voice vote was 3-0, and the motion passed with Councilor Peterson being absent. Changes were as follows: 1.) Roll Call; Councilor Sanchez was present. 2.) “For the Record Councilor joined the meeting at 4:06 pm” was moved before Approval of Minutes. 3.) On page 6 Item 3 last sentence was revised to read; Councilor Stubbs moved to table until some questions could be answered with Councilor Foster as second. 4.) Item 6 second to last sentence: Councilor Sanchez moved to send to full City Council on the consent agenda subject to all terms and conditions of the agreement, Councilor Foster was the second. 5.) Under Chair Comments, Reports, Announcements; sentence was revised to read. Mr. Holloman explained the Precinct Boundaries had recently been updated by the county commission therefore, Mayor Kintigh will move an ordinance change to full City Council agenda due to time constraint.

**REGULAR ITEMS**

1. **GenAir, NM LLC Lease Agreement:** Mark Bleth stated the Lease Agreement with GenAir, NM, LLC was executed prior to completion of a survey establishing a proper legal description for the leased property. GenAir has requested modification of the Lease to replace the legal description currently contained in the Lease with the complete legal description established by the survey. The proposed amendment would modify the existing Lease by replacing the legal description, without changing any other terms or conditions of the Lease. The proposed amendment will not alter any of the
financial terms of the existing Lease Agreement with GenAir, NM, LLC. Councilor Sanchez moved to send to full City Council on the consent agenda recommendation with Councilor Foster as the second. A voice vote was 3-0, and the motion passed with Councilor Peterson being absent.

2. **Historical Society Lease Agreement:** Aaron Holloman stated the Historical Society for Southeastern New Mexico operates its historical archives out of a City-owned building that is just north of the Museum. This leases the space to the Historical Society in exchange for services rendered as delineated in the agreement. This version provides some changes since the last time it was presented to City Council. Rent is calculated at $33,500 per year which may be offset by services rendered. Councilor Foster moved to send to full City Council on the consent agenda recommendation with a few Scribner adjustments Councilor Sanchez as the second. A voice vote was 3-0, and the motion passed with Councilor Peterson being absent. Including all grammatical corrections.

**FOR THE RECORD:** Councilor Peterson joined the meeting at 4:30 pm.

3. **Diamond Heart Farms, Inc. Lease Agreement:** Bill Morris stated that Jimmy and David Pack have leased the Williams-Chesser farm for a number of years. The farm is located south of the Roswell Air Center and consists of approximately 284 acres. The term of the proposed lease is five years, beginning on January 1, 2020 and ending December 31, 2024. The proposed five-year lease is $19,590/annum and $97,950 for five years. This lease was increased based on the current CPI of 1.35% for agriculture in 2019. Councilor Sanchez moved to send to full City Council on the consent agenda recommendation with Councilor Foster as the second. A voice vote was 4-0, and the motion passed.

4. **Resolution 19-XX Centrifugal Pump Donation:** Danny Renshaw stated that the City of Roswell currently owns a 1989 centrifugal pump vin #857763 that had been previously been used by the Water Maintenance Department. This piece of equipment has outlived its useful life. The Berrendo Water CO-OP of Roswell, New Mexico has a use for this pump and has requested that the City donate this piece of equipment to them, and the City wishes to do so. Councilor Foster moved to send to full City Council on the consent agenda recommendation with Councilor Peterson as the second. A voice vote was 4-0, and the motion passed.

5. **Ordinance 20-XX Amending UTO Adoption:** Aaron Holloman stated Section 24-1 of the Roswell City Code adopts the Uniform Traffic Ordinance, promulgated by the New Mexico Municipal League. NMML issues periodic amendments and updates to the UTO which require adoption by the City. The proposed ordinance would change Section 24-1(b) to provide that all such amendments and updates shall be separately and explicitly adopted by separate ordinance of the City Council, to avoid any confusion regarding which version of the UTO is in force at any particular time. The ordinance would further reiterate that the latest updates to
the UTO as of July 2018 are in force. Councilor Foster moved to send to full City Council on the consent agenda recommending approval of advertisement to hold a public hearing and vote on proposed ordinance relating to the uniform traffic code with Councilor Sanchez as the second. A voice vote was 4-0, and the motion passed.

6. 3 Advertising Marketing Agreement: No action was taken.

7. Ordinance 19-11 Amending Sidewalks: Aaron Holloman stated that Proposed Ordinance 19-11 would amend Section 22-15 to clarify the responsibility for sidewalk construction, repair and maintenance and to provide additional tools for the City to address damaged or missing sidewalks throughout the City. The Ordinance incorporates the sidewalk construction standards of the Roswell Public Works Specifications, a copy of the relevant chapter of which is also included for reference. Proposed Ordinance 19-11 was submitted for authorization to advertise for a public hearing at the November council meeting. With the conversation presented at that time, City Staff have gathered materials and are seeking ways to address the concerns raised at the time. While City Staff will ultimately request that the public hearing be postponed to January, it would be a good opportunity to review some of the ideas for Legal Committee. The following had comments on the ordinance: Christina Morrow, Bonnie Bitzer, Councilor Oropesa and Andrew Kovach. No action was taken.

8. Sanitation Fees: Aaron Holloman stated Sanitation fees are delineated in Sec. 21-20, City of Roswell Code. Increases for fees charged for residential and commercial pick up and drop off at the landfill site are each treated differently in Sec. 21-20. The Committee is asked to consider and discuss a proposal to standardize fee increases across these three categories of sanitation disposal. No action was taken.

9. Resolution 19-XX Amending Governing Body Rules or Order: Committee members discussed the Governing Body Rules of Order and Councilor Sanchez moved to send to full City Council on the consent agenda recommendation with Councilor Peterson as the second. A voice vote was 2-2. The motion failed. Pursuant to the Committees interpretation of procedure the item moved to full Council without recommendation.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS
None

PUBLIC PARTICIPATION
None

ADJOURN
The meeting adjourned at 6:32 pm.
RIAC LEASES:  
(A) Eastern New Mexico University – Roswell  
(B) Kerry Hunter  
(C) Don and Angela Mayes and Richard Glenn

ACTION REQUESTED:  
(A) Consider approval to authorize Eastern New Mexico University – Roswell, to renew their current lease agreement on the use of an area of land at the old Airport.

BACKGROUND:  
(A) Eastern New Mexico University – Roswell, leases part of old runway 17/35 at the old Roswell Municipal Airport for the purpose of CDL training. New rent amount is $130 monthly; $1,560 annually. Rent adjustment is 3%. Eastern New Mexico University – Roswell has been a customer since February 2012.

FINANCIAL CONSIDERATION:  
(A) Eastern New Mexico University – Roswell, new rent amount is $130 monthly; $1,560 annually. Rent adjustment is 3%. Term: March 1, 2020 through February 28, 2021.

LEGAL REVIEW:  
The City Attorney have reviewed the lease.

Contracts and Agreements, including amendments, generally require Council approval before adoption.

BOARD and/or COMMITTEE ACTION:  
The Legal Committee is scheduled to meet on Thursday, January 23, 2020.

STAFF RECOMMENDATION:  
(A) Recommend to full Council approval to authorize Eastern New Mexico University – Roswell, to renew their current lease agreement on the use of an area of land at the old Airport.
**ACTIONS REQUESTED:** (B) Consider approval to authorize Kerry Hunter, an individual, to renew his current lease agreement on Building No. 117.

**BACKGROUND:** (B) Kerry Hunter leases the building for the purpose of vehicle storage and maintenance. 4,736 square feet. New rent amount is $580 monthly; $6,960 annually. Rent adjustment is 15%. Kerry Hunter has been a customer since March 1993.

**FINANCIAL CONSIDERATION:** (B) Kerry Hunter, new rent amount is $580 monthly; $6,960 annually. Rent adjustment is 15%. Term: March 1, 2020 through February 28, 2021.

**LEGAL REVIEW:** The City Attorney have reviewed the lease.

Contracts and Agreements, including amendments, generally require Council approval before adoption.

**BOARD and/or COMMITTEE ACTION:** The Legal Committee is scheduled to meet on Thursday, January 23, 2020.

**STAFF RECOMMENDATION:** (B) Recommend to full Council approval to authorize Kerry Hunter, an individual, to renew his current lease agreement on Building No. 117.

**ACTIONS REQUESTED:** (C) Consider approval to authorize Don and Angel Mayes, and Richard Glenn, as individuals, to renew their current lease agreement on “T” Hangar Building No. 120, Space 2.

**BACKGROUND:** (C) Don and Angel Mayes, and Richard Glenn, leases the building for the purpose of aircraft storage and maintenance. 1,002 square feet. New rent amount is $191 monthly; $2,292 annually. Rent adjustment is 3%. Don and Angel Mayes, and Richard Glenn have been customers since February 2010.

**FINANCIAL CONSIDERATION:** (C) Don and Angel Mayes, and Richard Glenn, new rent amount is $191 monthly; $2,292 annually. Rent adjustment is 3%. Term: March 1, 2020 through February 28, 2021.

**LEGAL REVIEW:** The City Attorney have reviewed the lease.
Contracts and Agreements, including amendments, generally require Council approval before adoption.

<table>
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<tr>
<th>BOARD and/or COMMITTEE ACTION:</th>
<th>The Legal Committee is scheduled to meet on Thursday, January 23, 2020.</th>
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<tbody>
<tr>
<td>STAFF RECOMMENDATION:</td>
<td>(C) Recommend to full Council approval to authorize Don and Angel Mayes, and Richard Glenn, as individuals, to renew their current lease agreement on “T” Hangar Building No. 120, Space 2.</td>
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THIS LEASE executed in Roswell, New Mexico on this 13th day of February, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and EASTERN NEW MEXICO UNIVERSITY - ROSWELL, 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:

| Use of an area of land at the old airport sufficient to conduct Commercial Driver License (CDL) training approximating runway 17/35 in orientation located at the old Roswell Municipal Airport identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises). |

2. TERM. The Lease term is for one (1) year, commencing on March 1, 2020 and ending February 28, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of One Thousand Five Hundred Sixty Dollars and No Cents ($1,560.00), payable in 12 monthly installments of $130.00. 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. None.

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.

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.

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
Premises: abandoned north/south runway at the old municipal airport.

Old Municipal Airport
THIS LEASE executed in Roswell, New Mexico on this 13th day of February, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated “Landlord”, and KERRY HUNTER, an individual, hereinafter designated as “Tenant”.

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

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

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

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

2. TERM. The Lease term is for one (1) year, commencing on March 1, 2020 and ending February 28, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Six Thousand Nine Hundred Sixty Dollars and No Cents ($6,960.00), payable in 12 monthly installments of $580.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month’s rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant’s failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

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

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition “as is”. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s)
Premises: Building No. 117 consisting of 4,733 square feet ± with a 10’ buffer on the south side, a 20’ buffer on the north side and a 24’ buffer to the east side.

51 Transamerica Avenue

EXHIBIT “A”
THIS LEASE executed in Roswell, New Mexico on this 13th day of February, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and DON & ANGEL MAYES and RICHARD GLENN, as individuals, hereinafter “Tenant”.

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

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

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

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

2. TERM. The Lease term is for one (1) year, commencing on March 1, 2020 and ending February 28, 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 and No Cents ($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 $145.00 in advance as security for Tenant’s full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises in its present condition “as is”. Tenant acknowledges that any requirements for accessibility and/or public accommodation(s) are Tenant’s responsibility. Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to
Proposed Ordinance 20-XX: Amending Articles 52 (Building & Performance Standards) and Article 62 (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).

**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 proposed ordinance has been submitted to the Legal Office for Review.

**BOARD and/or COMMITTEE ACTION:** Planning & Zoning Commission heard this item at the December 17, 2019 meeting and voted 6-0 to recommend approval.

The Legal Committee is scheduled to meet on Thursday, January 23, 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).
PROPOSED ORDINANCE NO. 20-XX

AN ORDINANCE OF THE CITY OF ROSWELL REVISING ARTICLES 52 (BUILDING & PERFORMANCE STANDARDS) AND 62 (HOME OCCUPATIONS) OF 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 new regulations are appropriate to address existing conditions in older neighborhoods and home occupation regulations.

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

Underlined = Added Text  Strike-out = Deleted Text

Underlined & Bold = Text Added at Planning & Zoning Commission

Section 1. Modification of Article 52 (Building and Performance Standards)

ARTICLE 52: BUILDING AND PERFORMANCE STANDARDS

(Sections 1-3 Omitted for Brevity)

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' 10' 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 120-200 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 determine 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 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 120 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 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 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.

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 or rear 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 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.

F. 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 2. 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.

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, 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.

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 8-7 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.

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.
12. Construction contractor involving parking/storage of special purpose vehicles, heavy/construction equipment, and oversized vehicles and trailers.
13. 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.
14. The sale of fuel, oil, or other products for propulsion or lubrication of motor vehicles.
15. Workshops for heavy carpentry, household furniture, or cabinet making.
16. Furniture refinishing and/or painting.
17. Sale of firearms or ammunitions of any kind.
18. Any use listed as a Commercial or Industrial permitted use.
19. 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 of 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.

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

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

H. 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.

I. 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.

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.

O. 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 and up to 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 2. 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 3. 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 12th day of March, 2020.

CITY SEAL

__________________________
Dennis Kintigh, Mayor

ATTEST:

__________________________
Sharon Coll, City Clerk
AGENDA ITEM NO. 3 – ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, December 19, 2019 at 4:00PM
City Hall Conference Room
425 N. Richardson, Roswell, NM 88201

Meeting Time and Dates for 2020

ACTION REQUESTED: Consider deciding the meeting schedule for the Legal Committee for 2020.

BACKGROUND: Initiated by: Councilor Stubbs

As part of planning for the yearly calendar, this Committee is asked to consider what days they wish to meet. The current regular meeting time is the fourth Thursday of each month at 4:00 PM. Included in the packet is a calendar showing the meeting days and times.

FINANCIAL CONSIDERATION: There is no financial consideration applicable to this decision.

LEGAL REVIEW: Under the Open Meetings Act, the City is encouraged to post its regular meetings in advance of the minimum 72 hour requirement. Establishing a year calendar helps the City to maintain good practices with the Open Meetings Act.

BOARD and/or COMMITTEE ACTION: The Legal Committee is scheduled to meet on Thursday, December 19, 2019.

STAFF RECOMMENDATION: Consider deciding the meeting schedule for the Legal Committee for 2020.
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**December**

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**City Council Meeting**
- 2nd Thursday @ 6:00PM
- Legal Committee
  - 4th Thrusday @ 4:00PM

**Finance Committee**
- 1st Thursday @ 8:00AM

**General Srvcs Committee**
- 4th Wednesday @ 4:00PM

**Infrastructure Committee**
- 4th Monday @ 4:00PM

**Public Safety Committee**
- Tuesday after Council @ 4:30PM