LEGAL COMMITTEE MEETING AGENDA
Thursday, February 27, 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 January 23, 2020. (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: (Page 5).
   a. Jon E. Hitchcock, Robert B. Corn, James Patterson (Page 9).
   b. Zachary Canright and Jared Putman (Page 11).
   c. Thurston Woods (Page 13).
   d. Tom Wadsworth (Page 15).
   e. Tom Wadsworth and Carlton Walker (Page 16).
2. Proposed Ordinance 20-XX: Home Occupations - 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). (Page 18).
3. Professional Service Agreement for development of TIDD/PIDD - Professional Service contract
with the legal firm of Sherman & Howard for the preparation of Tax Increment Development
Districts (TIDD) and Public Improvement Districts (PID). (Page 28).
4. Proposed Ord. 20-xx Comm’n on Accessibility and ADA - Consider recommending to City
Council to authorize advertisement for a public hearing on proposed Ordinance 20-xx relating to
the Commission on Accessibility and ADA. (Page 46).
5. Lodgers’ Tax Ordinance Update Discussion (Page 49).
6. Air Center Master Fee Schedule Resolution - Discuss new resolution regarding master fee
schedule at the Air Center. (Page 50).
7. Update to City Code Chapter 5 Aviation (Page 55).

(continued on following page)
8. Department Reports – Air Center, City Clerk, Human Resources, Legal, (Municipal Court), Planning and Zoning, Safety (Page 56).

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, February 21, 2020
Regular Meeting of the Legal Committee
Held in the Conference Room at City Hall
January 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.

ROLL CALL
The meeting convened at 4:00 P.M. with Chair Stubbs presiding, Councilors Sanchez, and Peterson present, Councilor Foster being absent.

Staff present: Mark Bleth, Bill Morris, Aaron Holloman, Parker Patterson, Mike Mathews, Renee Trujillo and Chanel Rey.

Guest present: Councilor Kennard.

APPROVAL OF AGENDA
Councilor Sanchez moved to approve the January 23, 2020 Legal Committee meeting agenda as presented. Councilor Peterson was the second. A voice vote was 3-0, and motion passed, with Councilor Foster being absent.

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

REGULAR ITEMS
1. ROW Lease Agreements:
   (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. New rent amount is $130 monthly; $1,560 annually. Rent adjustment is 3%. Term: March 1, 2020 through February 28, 2021. Councilor Sanchez moved to send to full City Council on the consent agenda subject to all terms and conditions on the lease Councilor Peterson was the second. A voice vote was 3-0 and the motion passed, with Councilor Foster being absent.

   (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. New rent amount is $580 monthly; $6,960 annually. Rent adjustment is 15%. Term: March 1, 2020 through February 28, 2021. Councilor Peterson moved to send to full City Council on the consent agenda subject to all terms and conditions on the lease, Councilor Sanchez was the second. A voice vote was 3-0 and the motion passed, with Councilor Foster being absent.
(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. New rent amount is $191 monthly; $2,292 annually. Rent adjustment is 3%. Term: March 1, 2020 through February 28, 2021. Councilor Sanchez moved to send to full City Council on the consent agenda subject to all terms and conditions on the lease, Councilor Peterson was the second. A voice vote was 3-0 and the motion passed, with Councilor Foster being absent.

2. Proposed Ordinance 20-XX Amending Articles 52 (Building & Performance Standards) and Article 62) Home Occupations. - After a brief discussion no action was taken, postponed another month.

3. Meeting Times and Dates for 2020 – The current regular meeting time is the fourth Thursday of each month at 4:00 PM. With the exception of November and December 2020. Those dates are Thursday, November 19, 2020 and Thursday, November 17, 2020. Councilor Peterson made the motion to approve the meeting times and dates for 2020 as presented. Councilor Sanchez was the second. A voice vote was 3-0 and the motion passed, with Councilor Foster being absent.

CHAIR COMMENTS, REPORTS, ANNOUNCEMENTS

PUBLIC PARTICIPATION

ADJOURN
The meeting adjourned at 4:56 pm.
AGENDA ITEM NO. 1 – ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, January 23, 2020
4:00 pm
City Hall Conference Room
425 N. Richardson, Roswell, NM 88201

RIAC LEASES:

(A) Jon E. Hitchcock, Robert B. Corn, James Patterson
(B) Zachary Canright and Jared Putman
(C) Thurston Woods
(D) Tom Wadsworth
(E) Tom Wadsworth and Carlton Walkers

ACTION REQUESTED:

(A) Consider approval to authorize Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, John Berry, and Cliff Waide, individuals, to renew their current lease agreement on Hangar No. 91, Spaces A and B.

BACKGROUND:

(A) Initiated by: Scott Stark/Mark Bleth

Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, John Berry, and Cliff Waide leases the hangars for the purpose of aircraft storage and maintenance. 91A is 4,589 square feet with an approximately 750 square feet addition, and 91B is 4,623 square feet. New rent amount respectively is $860 and $850 monthly; $10,320 and $10,200 annually. Rent adjustment is 5% and 3%, respectively. Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, John Berry, and Cliff Waide have been customers since January 2000.

FINANCIAL CONSIDERATION:

(A) Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, John Berry, and Cliff Waide, new rent amount respectively is $860 and $850 monthly; $10,320 and $10,200 annually. Rent adjustment is 5% and 3%, respectively. Term: April 1, 2020 through March 31, 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, February 27, 2020.

**STAFF RECOMMENDATION:**
(A) Recommend to full Council approval to authorize Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, John Berry, and Cliff Waide, individuals, to renew their current lease agreement on Hangar No. 91, Spaces A and B

**(ACTION REQUESTED):**
(B) Consider approval to authorize Zachary Canright and Jared Putman, individuals, to lease “T” Hangar No. 120, Space 3.

**BACKGROUND:**
(B) Zachary Canright and Jared Putman, lease the hangar for the purpose of aircraft storage and maintenance. 1,002 square feet. Rent amount is $191 monthly; $2,292 annually.

**FINANCIAL CONSIDERATION:**
(B) Zachary Canright and Jared Putman rent amount respectively is $191, monthly; $2,292 annually. Term: April 1, 2020 through March 31, 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, February 27, 2020.

**STAFF RECOMMENDATION:**
(B) Recommend to full Council approval to authorize Zachary Canright and Jared Putman, individuals, to lease “T” Hangar No. 120, Space 3.

**ACTION REQUESTED:**
(C) Consider approval to authorize Thurston Woods, an individual, to renew his current lease agreement on a portion of Building No. 1776.

**BACKGROUND:**
(C) Thurston Woods, leases a portion of the building for the purpose of storage. 1798 square feet. New rent amount is $210 monthly; $2,520 annually. Rent adjustment is 15%. Thurston Woods has been a customer since April 2010.
<table>
<thead>
<tr>
<th><strong>FINANCIAL CONSIDERATION:</strong></th>
<th>Thurston Woods, new rent amount is $210 monthly; $2,520 annually. Rent adjustment is 15%. Term: April 1, 2020 through March 31, 2021.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LEGAL REVIEW:</strong></td>
<td>The City Attorney have reviewed the lease.</td>
</tr>
<tr>
<td></td>
<td>Contracts and Agreements, including amendments, generally require Council approval before adoption.</td>
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<tr>
<td><strong>BOARD and/or COMMITTEE ACTION:</strong></td>
<td>The Legal Committee is scheduled to meet on Thursday, February 27, 2020.</td>
</tr>
<tr>
<td><strong>STAFF RECOMMENDATION:</strong></td>
<td>(C) Recommend to full Council approval to authorize Thurston Woods, an individual, to renew his current lease agreement on a portion of Building 1776.</td>
</tr>
<tr>
<td><strong>ACTION REQUESTED:</strong></td>
<td>(D) Consider approval to authorize Tom Wadsworth and Carlton Walkers, individuals, to lease “T” Hangar No. 119, Space 2.</td>
</tr>
<tr>
<td><strong>BACKGROUND:</strong></td>
<td>(D) Tom Wadsworth, leases the hangar for the purpose of aircraft storage and maintenance. Tom will be dropping this hangar from a lease in his name, to a new lease in both his name and Carlton Walker. Tom Wadsworth has been a customer since November 1992.</td>
</tr>
<tr>
<td><strong>FINANCIAL CONSIDERATION:</strong></td>
<td>Thurston Woods, new rent amount is $210 monthly; $2,520 annually. Rent adjustment is 15%. Term: April 1, 2020 through March 31, 2021.</td>
</tr>
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<td>The City Attorney have reviewed the lease.</td>
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</tr>
<tr>
<td><strong>STAFF RECOMMENDATION:</strong></td>
<td>(D) Recommend to full Council approval to authorize Thurston Woods, an individual, to renew his current lease agreement on a portion of Building 1776.</td>
</tr>
<tr>
<td>ACTION REQUESTED:</td>
<td>(E) Consider approval to authorize Tom Wadsworth and Carlton Walkers, individuals, to lease “T” Hangar No. 119, Space 2.</td>
</tr>
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</tr>
<tr>
<td>BACKGROUND:</td>
<td>(E) Tom Wadsworth and Carlton Walker, lease the hangar for the purpose of aircraft storage and maintenance. 1,002 square feet. Rent amount is $187.58 monthly; $2,250.96 annually.</td>
</tr>
<tr>
<td>FINANCIAL CONSIDERATION:</td>
<td>(E) Tom Wadsworth and Carlton Walker rent amount respectively is $187.58, monthly; $2,250.96, annually. Term: April 1, 2020 through March 31, 2021.</td>
</tr>
<tr>
<td>LEGAL REVIEW:</td>
<td>The City Attorney have reviewed the lease. Contracts and Agreements, including amendments, generally require Council approval before adoption.</td>
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<td>BOARD and/or COMMITTEE ACTION:</td>
<td>The Legal Committee is scheduled to meet on Thursday, February 27, 2020.</td>
</tr>
<tr>
<td>STAFF RECOMMENDATION:</td>
<td>(E) Recommend to full Council approval to authorize Tom Wadsworth and Carlton Walkers, individuals, to lease “T” Hangar No. 119, Space 2.</td>
</tr>
</tbody>
</table>
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of March, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter designated “Landlord”, and JON E. HITCHCOCK, ROBERT B. CORN, JAMES PATTERSON, SIAVASH KARIMIAN, BRANDON ARNOLD, JOHN BERRY, CLIFF WAIDE individuals, 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:

| Portions of Hangar 91 referred to as 91A consisting of 4,589 square feet, more or less with an addition of 750 square feet, more or less and 91B consisting of 4,623 square feet, more or less, and joint use of the common area, 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 April 1, 2020 and ending March 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Ten Thousand, Three Hundred Twenty Dollars and No Cents ($10,320.00), payable in 12 monthly installments of $860.00 for space 91A. Tenant agrees to pay to Landlord as rent the sum of Ten Thousand, Two Hundred Dollars and No Cents ($10,200.00), payable in 12 monthly installments of $850.00 for space 91B. 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 $1327.00 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 accommodations)
EXHIBIT “A”

PREMISES: Portions of Hangar #91 referred to as 91A consisting of +4,589 square feet with a +750 square feet addition, 91B consisting of +4,623 and joint and use of the common office area.

99 Will Rogers Road
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of March 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and ZACHARY CANRIGHT and JARED PUTMAN, 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 3 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 April 1, 2020 and ending March 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 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 $169.00 as security for Tenant’s full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

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

PREMISES: Building No. 120 space 3 consisting of 1002 square feet, more or less.

40 Jennifer Lane
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of March 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and THURSTON WOODS, 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:

A portion of Building No. 1776, consisting of 1,798 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 April 1, 2020 and ending March 31, 2021 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Two Thousand, Five Hundred Eighty Twenty Dollars and No Cents ($2,580.00), payable in 12 monthly installments of $210.00. 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. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to
EXHIBIT "A"

Premises: A portion of Building No. 1776 consisting of 1,798 Square Feet ± (29' X 62').

4 Runway 12/30

Roswell International Air Center

EXHIBIT "A"
FIRST ADDENDUM
TO LEASE AGREEMENT

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter "Landlord" and TOM WADSWORTH, an individual, hereinafter "Tenant" hereby agree to the following amendment to that certain Lease Agreement dated November 14, 2019. Effective with Council approval March 12, 2020:

1. Granting Clause and Premises to change to:

   “T” Hangar Building No. 119, space 3 and 4 consisting of 1,175 and 1,002 square feet respectively, 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. Rent is changed to:

   Effective April 1st, the rent for the balance of the term will be Three Thousand Ninety Nine and Sixty Eight cents ($3,099.68), payable in the remaining 8 monthly installments of $387.46 ($199.88-199-3, and $187.58-119-4).

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

IN WITNESS WHEREOF, this FIRST Addendum to Lease Agreement is done and executed in Roswell, New Mexico this ______ day of ___________ 2020.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

________________________
Dennis J. Kintigh, Mayor

Sharon Coll
City Clerk

TENANT:
TOM WADSWORTH

________________________
Tom Wadsworth
LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of March, 2020 by and between the CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter “Landlord”, and TOM WADSWORTH and CARLTON WALKER, 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 Building No. 119, space 2 consisting of 1,002 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 April 1, 2020 and ending March 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 Fifty Dollars and Ninety Six Cents ($2,250.96), payable in 12 monthly installments of $187.58. 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 $277.00 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. Tenant agrees
Premises: "T" hangar 119, space 2 consisting of ±1002 square feet
40 Jennifer Lane

EXHIBIT "A"
AGENDA ITEM NO. 2– ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, February 27, 2020 at 4:00 PM
City Hall Conference Room
425 N. Richardson, Roswell, NM 88201

Proposed Ordinance 20-XX: Amending Articles 52 (Building & Performance Standards) and Article 62 (Home Occupations)

ACTIONS 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.

This item was considered at the January 17, 2020 meeting and staff was asked to make minor changes, which have now been made.

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. Amendments to the City’s Zoning Code are first reviewed by the Planning & Zoning Commission, then Legal Committee, and, finally, City Council. 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 previously considered this item at its January 17, 2020 meeting and is scheduled to meet on Thursday, February 27, 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 the City’s 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 2 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 Community Development Department 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 Community Development Department 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 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.

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, minivans, 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.
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, February 27, 2020 at 4:00 PM
City Hall Conference Room
425 N. Richardson, Roswell, NM 88201

Professional Service Agreement for development of TIDD/PIDD

**ACTION REQUESTED:**
Professional Service contract with the legal firm of Sherman & Howard for the preparation of Tax Increment Development Districts (TIDD) and Public Improvement Districts (PID).

**BACKGROUND:**
Initiated by: Bill Morris

Sherman and Howard have already entered into an agreement with Bernalillo County for the process of developing and implementing TIDDs and PIDS in that County. The primary use of these economic development tools is to allow for self-financing of infrastructure placement for specific geographic areas, specifically the Old Municipal Airport and the Railroad District Metropolitan Redevelopment Area (MRA). This professional service will allow the City to proceed with the drawing up the TIDD and PID documents. *Note: for space concerns relevant portions of the applicable agreement are included; for the full agreement staff will be happy to provide upon request.*

**FINANCIAL CONSIDERATION:**
Costs for future actions is included in the attached contract with Bernalillo Country.

**LEGAL REVIEW:**
The City Attorney has reviewed the agreement.

**BOARD and/or COMMITTEE ACTION:**
The Legal Committee is scheduled to meet on Thursday, February 27, 2020.

**STAFF RECOMMENDATION:**
Professional Service contract with the legal firm of Sherman & Howard for the preparation of Tax Increment Development Districts (TIDD) and Public Improvement Districts (PID).
PROFESSIONAL SERVICES AGREEMENT
BOND COUNSEL SERVICES

THIS AGREEMENT, made and entered into this 17th day of December 2019, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and Sherman Howard L.L.C. (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Bond Counsel Services, RFP No. 07-20-SB, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated September 10, 2019, in response to RFP No. 07-20-SB, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

   The Contractor shall provide Bond Counsel Services in accordance with Exhibit A as supplemented by Exhibit B both of which are incorporated herein by reference and made a part of this Agreement.

2. Term

   This Agreement shall become effective upon the date of final execution and shall continue for a four (4) year period, upon mutual agreement, an option to renew for (1) additional two (2) year period, unless terminated by either party pursuant to the termination provisions contained herein.

3. Use of Agreement

   With the consent of the Contractor, other Central Purchasing Sections (NMSA 1978, §13-1-37 and Ordinance §2-371), may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Section and the Contractor.

4. Termination for Cause

   If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:
The County Purchasing Section
One Civic Plaza NW, Room 10010
Albuquerque, NM 87102

The official address of the Contractor is:
Sherman Howard L.L.C.
500 Marquette Avenue NW
Albuquerque, NM 87102
5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Bernalillo County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

7. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

8. Compensation and Method of Payment

A. The County will pay to the Contractor in full payment for services rendered at the rates listed in Exhibit B, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.

B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in Ordinance §2-381.

C. Invoices: Invoices shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, One Civic Plaza NW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: accountspayable@bernco.gov.

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.
10. Personnel
   A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
   B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
   C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

11. Indemnity
   Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys’ fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment thereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

12. Reports and Information
   At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

13. Audits and Inspections
   At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

14. Insurance
   A. General
      The Contractor shall procure and maintain during the life of this Agreement insurance coverage of the kinds and in the amounts listed herein. The Certificates of Insurance must be issued by insurance companies authorized to do business in the State of New Mexico and shall cover all performance under this Agreement whether completed by the Contractor, the Contractor's employees, or by subcontractors. The policies shall include a provision for thirty (30) calendar days written notification to the Bernalillo County Purchasing Section, One Civic Plaza N.W., 10th Floor, Room 10010, Albuquerque, New Mexico, 87102 in the event a policy has been materially changed or canceled. For procurements that exceed $20,000, an Additional Insured Endorsement Form is required.
1. Workers Compensation
   Part I. Workers Compensation - Statutory
   Part II. Employers’ Liability - $1,000,000

   The Contractor shall comply with the provisions of the Workers Compensation Act of
   the State of New Mexico, (the "Act"). If the Contractor has determined that it is not
   subject to the Act, it will certify, in a signed statement, that it is not subject to the Act.
   The Contractor will notify the Contracting Agency (Bernalillo County) and comply with
   the Act should it employ three or more persons during the term in providing services
   to the County. If the Contractor fails to comply with the Workers Compensation Act
   and applicable rules when required to do so, the services provided by the Contractor
   may be terminated effective immediately.

2. Commercial General Liability on ISO form CG 0001 0798 or equivalent.
   Bodily Injury/Property Damage: $1,000,000 Each Occurrence
                               $20,000,000 General Aggregate
   Property Damage Liability Insurance shall not exclude Explosion - Collapse -
   Underground Coverage (XCU)
   Products/Completed Operations: $1,000,000 Each Occurrence
                                $2,000,000 General Aggregate

3. Business Automobile Liability
   Combined Single Limit - $20,000,000 Each Occurrence on ISO CA0001 1001 or
   equivalent.
   Pollution Liability (form MCS90) for Transportation exposure - $1,000,000 Each
   Occurrence. (if Applicable)
   Business Automobile Liability Insurance shall include coverage for the use of all
   owned, non-owned and hired automobiles and vehicles.

The above limits may be provided on a primary, or excess/umbrella, or a combination of
primary and excess/umbrella.

4. Independent Contractors: Included
5. Contractual Liability: Included in Commercial General Liability
6. Professional Liability: (if applicable) $40,000,000 Each Occurrence
                                $80,000,000 General Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for
each copy of the Agreement, which shall specifically set forth evidence of all coverage
required. If such limits are higher than the minimum limits required by the County, such
limits shall be certified and shall apply to the coverage afforded the County under the
terms and conditions of the Agreement as though required and set forth in the Agreement.
The Contractor shall furnish to the County copies of any endorsements that are
subsequently issued amending coverage or limits.

B. Approval of Insurance

   The Contractor or subcontractor(s) shall not begin work under the Agreement until the
required insurance has been obtained and the proper Certificates of Insurance (or
insurance policies) have been filed with the County, adding the County as an additional
insured as applicable. Neither approval nor failure to approve certificates, policies or
insurance by the County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

C. Increased Limits

If, during the life of this the Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

15. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

16. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

17. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

18. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

19. Scope of Agreement

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

20. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 5 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 5 herein.

21. Pay Equity Reporting

If, this Agreement extends beyond one (1) calendar year, or is extended beyond one (1) calendar year, the Contractor must agree to complete and submit the required "Pay Equity Reporting Form" within thirty (30) calendar days of the anniversary date of the execution of the Agreement.
22. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (www.bermco.gov/code_of_conduct) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

23. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

24. UNFAIR BUSINESS PRACTICES

Pursuant to and in accordance with Ordinance §2-376, and the Unfair Business Practices Disclosure Form submitted by the Contractor in Exhibit B, attached hereto, the Contractor agrees to the following:

A. It has not participated in Unfair Business Practices as defined in the Unfair Business Practices Disclosure Form included in Exhibit B

B. That during the term of this Agreement, the Contractor shall report all Unfair Business Practices violations to the Procurement and Business Services Department.

C. This Agreement may be terminated as a result of its engaging in Unfair Business Practices.

25. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

26. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

27. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

28. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
31. Enforcement
   The Contractor agrees to pay to the County all costs and expenses including reasonable
   attorney’s fees incurred by the County in exercising any of its rights or remedies in connection
   with the enforcement of this Agreement.

32. Penalties
   The Ordinance, §2-356 through 2-402, imposes civil and criminal penalties for its violation.
   In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes,
   gratuities and kickbacks.

33. Entire Agreement
   This Agreement contains the entire agreement of the parties and supersedes any and all
   other agreements or understandings, oral or written, whether previous to the execution hereof
   or contemporaneous herewith.

34. Approval Required
   This Agreement shall not become effective or binding until approved by the Bernalillo County
   Commission or designee.

35. Facsimile/Electronic Signature
   A signature sent by facsimile or electronically shall have the same legal effect as if the original
   has been signed in person. This provision will apply to all documents associated with this
   Agreement.
Motion to approve the FY 2020 Fiscal Year Services Agreement this 11th day of December, 2019.

BOARD OF COUNTY COMMISSIONERS

Maggie Hart, Chair
Debbie O'Malley, Vice Chair
Steven Michael Quezada, Member
Lonnie C. Talbert, Member
Charlene E. Pyskoty, Member

APPROVED AS TO FORM:

County Attorney
Date: 12/11/2019

ATTEST:
Linda Stover, County Clerk
Date: 12-11-19

CONTRACTOR:
By: [Signature]
Date: 12/17/1

New Mexico Gross Receipts Tax Number
02-135812-00

Federal Tax Identification Number
84-042031
Response to Bernalillo County Request for Proposal #07-20-SB

Bond Counsel Services

Binder 2

September 10, 2019
## Binder 2
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<table>
<thead>
<tr>
<th>Section</th>
<th>Tab</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Cost Response</td>
<td>A</td>
</tr>
<tr>
<td>Resident Business Certificate or Resident Veteran Business Certificate</td>
<td>B</td>
</tr>
<tr>
<td>Unfair Business Practices Disclosure Form</td>
<td>C</td>
</tr>
<tr>
<td>Offeror's Additional Terms and Conditions</td>
<td>D</td>
</tr>
</tbody>
</table>
## Cost Sheet - Bond Counsel

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Obligation Bonds per $1,000.00 face amount of the bonds</td>
<td>$1.75 (1)</td>
</tr>
<tr>
<td>Minimum fee per issue</td>
<td>$25,000</td>
</tr>
<tr>
<td>2. Revenue Bonds per $1,000.00 face amount of the bonds</td>
<td>$1.75 (1)</td>
</tr>
<tr>
<td>Minimum fee per issue</td>
<td>$25,000</td>
</tr>
<tr>
<td>3. Hourly fee for special projects where bonds are not issued</td>
<td>$350 (partners)</td>
</tr>
<tr>
<td>Maximum billings per year will not exceed</td>
<td>$25,000</td>
</tr>
<tr>
<td>4. Conduit Financings per $1,000.00 face amount of the bonds</td>
<td>$3.00 (2)</td>
</tr>
<tr>
<td>Minimum fee per issue</td>
<td>$25,000</td>
</tr>
<tr>
<td>All fees and expenses to be paid by Developer.</td>
<td></td>
</tr>
<tr>
<td>5. TIDDS per $1,000 face amount of bonds</td>
<td>$1.75 (1)</td>
</tr>
<tr>
<td>Minimum fee per issuance</td>
<td>$25,000</td>
</tr>
<tr>
<td>6. LEDA, minimum fee</td>
<td>$5,000 (2)</td>
</tr>
<tr>
<td><strong>TOTAL OF LINES 1-6</strong></td>
<td><strong>$130,358.25</strong></td>
</tr>
<tr>
<td>7. Lease Purchase Financings per $1,000 face amount of the certificates of participation</td>
<td>$3.00 (1)</td>
</tr>
<tr>
<td>Minimum fee</td>
<td>$25,000</td>
</tr>
<tr>
<td>8. Special Assessment Districts/Public Improvement Districts per $1,000 face amount of the bonds</td>
<td>$3.00 (1)</td>
</tr>
<tr>
<td>Minimum fee per issue</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

1 Net Original Issue Premium is included in the face amount of bonds in accordance with industry practice. Fees paid from bond proceeds.
2 Fees paid by the developer.
Cost Sheet - Bond Counsel

Schedule of Fees

We have set forth fees for various transaction-based bond counsel services in the broad categories identified in the RFP and believe our fee proposal is competitive, and do not anticipate any renegotiation or change in fee structure; nevertheless, we maintain a flexible approach and recognize that fees may need to be negotiated as bond issues are considered by the County. Some transactions may be simpler than anticipated and could result in a reduced fee. Other more complex transactions could call for a higher fee consistent with market conditions (although as discussed below, no increase would be implemented unless the developer or conduit borrower or another private party has agreed to pay the increased fee from other sources). Accordingly, we are willing to negotiate our fees as circumstances dictate to facilitate completion of the issue. For transaction-based engagements, unless other arrangements are made, Sherman & Howard also assumes the risk that certain transactions may not close.

Hourly Rates

For matters in which hourly billing is applicable, the following hourly rates would apply:

<table>
<thead>
<tr>
<th>Hourly Rates</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner/Shareholder</td>
<td>$350.00/hour</td>
</tr>
<tr>
<td>Associates/Attorneys</td>
<td>$250.00/hour</td>
</tr>
<tr>
<td>Paralegals/Legal Assistants</td>
<td>$150.00/hour</td>
</tr>
<tr>
<td>Other Support Staff</td>
<td>$0.00/hour</td>
</tr>
</tbody>
</table>

Sherman & Howard’s minimum billing unit of time is 15 minutes.

The discounted hourly rates applicable to work paid for by the County would not change during the term of the contract.

Regular hourly rates, payable by third-party applicants in accordance with County policy, apply to the formation of P/IDs and TIDDS. Our regular hourly rates are adjusted from time to time. While the cost of approving opinions relating to the validity and enforceability of the issuance of securities by the County and, when applicable, to the tax-exempt status of such securities is included in the fixed fee transaction costs listed above, the County frequently asks us for advice regarding the eligibility of expenditures from bond proceeds, use of bond-financed assets, and other post-closing matters. We will continue to provide such ongoing advice, assistance and opinions on applicable law and other County related financing issues, usually without additional compensation. In the unlikely event that advice on a single matter exceeds four (4) hours, Sherman & Howard may request to be paid for advice rendered on that particular question on an hourly basis at our discounted rate under the special projects category set forth above. For general obligation bond elections, our discounted hourly rates also apply to services provided in connection with matters leading up to the election, but like the fixed fee for general obligation bond transactions, may be paid from general obligation bond proceeds.

For services rendered in connection with the establishment or formation of a special assessment district (i.e. for services through the adoption of the ordinance imposing assessments) our discounted hourly rates, as set forth above, also would apply. If the County cannot identify a source of payment, payment would be made from the appropriate special assessment district fund or from bond proceeds. For services as bond counsel following adoption of the assessment ordinance, the fixed rates quoted above for bond issuances would apply, depending on the type of bonds issued.
The firm's fees are based on the actual amount of time spent by our attorneys and paralegals in performing services. The firm has an automated billing system that allows detailed billings summarizing our work to be prepared for each specific County-related matter. New Mexico gross receipts tax is applicable to all matters, regardless of the method of billing. In addition to charging fees for legal work on a fixed fee or hourly rate basis, we also charge for certain out-of-pocket expenses (e.g. federal express, publications, etc.) We will not charge the County for overhead or travel time.

In unusual circumstances, such as complex multi-party low-income housing bond transactions (for example, the recent Valle de Atrisco "M-TEMS" bond structure which was the first of its kind in the State), multi-modal transactions, transactions involving credit or interest rate swaps or other matters necessarily involving complicated structuring tax analysis and/or tax opinion requirements, where the complexity of the issue warrants an adjustment in fees, we propose that Sherman & Howard, the County, and where appropriate, the developer or other private party responsible for paying our fees, negotiate a mutually acceptable fee prior to the date of the adoption of the bond ordinance by the County. No request for adjustment will be made by our Firm unless it is clear to both the County and our Firm that the issue required extensive research, analysis, drafting or other efforts to address the intricacies of the specific transaction. In such case, the County will be consulted as the issue progresses.

Please let us know if you have comments or questions regarding our Cost Proposal. We would be pleased to negotiate our proposed fee structure or discuss alternative billing arrangements with the County. We are honored to serve the County as its bond counsel and consider it a privilege to be a part of the County legal and finance teams.
Resident Business Certificate or Resident Veteran Business Certificate

Sherman & Howard does not have a Resident Business Certificate nor a Resident Veteran Business Certificate.
APPENDIX E

UNFAIR BUSINESS PRACTICES DISCLOSURE FORM

(a) For the purposes of this Section, "Unfair Business Practices" shall mean a system or pattern of acts or practices that a relevant federal or enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the New Mexico Unfair Practices Act, NMSA 1978, § 57-12-1 et seq, or an applicable federal or other state consumer protection law relating to the subject matter of the procurement) or that has violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

(b) Bernalillo County ("County") finds that it is a priority to protect its interests and the public's trust by conducting its business with partners that are committed to and consistently demonstrate engaging in fair and responsible business practices. The general purpose and intent of the New Mexico Unfair Practices Act is to ensure to the maximum extent practicable that contracting practices support conducting government business with partners who are committed to and consistently demonstrate engaging in fair and responsible business practices and avoid conducting its business with partners that engage in criminal or systematic deceptive, fraudulent or abusive business practices.

THE OFFEROR CERTIFIES THAT:

- It has not participated in Unfair Business Practices as defined above.
- It will report to the Central Purchasing Office any additional Unfair Business Practices or violations by it during the term of its agreement with the County.
- It agrees that any contract with the County awarded under this solicitation may be terminated as a result of its engaging in Unfair Business Practices.

Sherman & Howard L.L.C.
Company Name of Offeror

505.980.5042
Telephone Number

303.298.0940
FAX Number

Jsweeney@shermanhoward.com
E-Mail Address

Jill K. Sweeney
Signature (Authorized Representative)

Printed Name (Authorized Representative)
Member
Printed Title (Authorized Representative)

Date
09/09/19

Company Address

500 Marquette Avenue Northwest, Suite 1203
Albuquerque, New Mexico 87102

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EXHIBIT C
November 22, 2019

Steven Baca  
Purchasing Administrator  
Procurement & Business Services  
One Civic Plaza NW, 10th Floor  
Albuquerque, NM 87102

Re:  Negotiation of Bond Counsel Services Contract (RFP # 07-20-SB)

Dear Mr. Baca:

Contract negotiations relating to the Bond Counsel Services Contract by and between Bernalillo County, New Mexico and Sherman & Howard L.L.C. took place on November 19, 2019. During the negotiations, the parties agreed that the bond counsel will meet with the DCM of Finance and the DCM of Economic Development on a regular basis. The meetings will facilitate communication regarding ongoing projects and open items and insure that the DCMs are fully aware of all ongoing work undertaken by bond counsel prior to invoicing.

Please let us know if you have further questions or need additional clarification.

Very truly yours,

Jill K. Sweeney

Jill K. Sweeney
AGENDA ITEM NO. 4– ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, February 27, 2020 at 4:00 PM
City Hall Conference Room
425 N. Richardson, Roswell, NM 88201

Proposed Ord. 20-xx amending Roswell City Code to abolish the Commission on Accessibility and ADA

ACTION REQUESTED: Consider recommending to City Council to authorize advertisement for a public hearing on proposed Ordinance 20-xx relating to the Commission on Accessibility and ADA.

BACKGROUND: Initiated by: Mayor

The Commission on Accessibility and ADA was created in 1997. Since that time the Commission has not been holding meetings; staff was unable to locate information as to when last meeting was held indicating that it has been several years. In 2016 the City Council removed from City Code two other practically defunct commissions: the Community Improvement Commission and the Commission on Behavioral Health.

FINANCIAL CONSIDERATION: There is no financial impact.

LEGAL REVIEW: The 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: The Legal Committee is scheduled to meet on Thursday, February 27, 2020.

STAFF RECOMMENDATION: Consider recommending to City Council to authorize advertisement for a public hearing on proposed Ordinance 20-xx relating to the Commission on Accessibility and ADA.
PROPOSED ORDINANCE 20-xx

AN ORDINANCE OF THE CITY OF ROSWELL ABOLISHING THE COMMISSION ON ACCESSIBILITY AND ADA BY REPEALING SECTIONS 14-16 TO 14-25 OF THE ROSWELL CITY CODE.

WHEREAS, the Commission on Accessibility and ADA has been inactive for a number of years; and

WHEREAS, given its inactive status there has been a lack of interest in residents seeking appointment to the Commission on Accessibility and ADA; and

WHEREAS, the issues concerning the Commission on Accessibility and ADA are largely addressed by various City departments and staff, so that the elimination of the Commission will not adversely affect the City on matters relating to accessibility for all citizens.

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

SECTION 1. The title of Article III of Chapter 14 of the Roswell City Code is hereby amended to read as follows:

ARTICLE III. Reserved.

SECTION 2. Section 14-16 of the Roswell City Code is repealed in its entirety.

SECTION 3. Section 14-17 of the Roswell City Code is repealed in its entirety.

SECTION 4. Section 14-18 of the Roswell City Code is repealed in its entirety.

SECTION 5. Section 14-19 of the Roswell City Code is repealed in its entirety.

SECTION 6. Section 14-20 of the Roswell City Code is repealed in its entirety.

SECTION 7. Section 14-21 of the Roswell City Code is repealed in its entirety.

SECTION 8. Sections 14-22 to -25 of the Roswell City Code are repealed in its entirety.

SECTION 9. 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 10. 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 11. 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

Underscoring indicates addition to existing Code section.
Strike through indicates delete of an existing Code section.
AGENDA ITEM NO. 5—ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, February 27, 2020 at 4:00 PM
City Hall Conference Room
425 N. Richardson, Roswell, NM 88201

Lodgers’ Tax Ordinance Update Discussion

ACTION REQUESTED: Discuss update to Lodgers’ Tax Ordinance.

BACKGROUND: Initiated by: Juanita Jennings

In 2019 the New Mexico State Legislature removed a provision from the Lodgers’ Tax statute that exempted certain places from collection if there were less than three rooms. City staff will be proposing an update to the City’s ordinance to implement this change and allow the City to collect tax on those facilities as well.

FINANCIAL CONSIDERATION: Staff anticipates that this will lead to an increase in Lodgers’ Tax revenue.

LEGAL REVIEW: The Legal Department will assist in drafting the proposed change. 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, February 27, 2020.

STAFF RECOMMENDATION: Discuss update to Lodgers’ Tax Ordinance.
AGENDA ITEM NO. 6 – ABSTRACT
LEGAL COMMITTEE MEETING
Thursday, February 27, 2020 at 4:00 PM
City Hall Conference Room
425 N. Richardson, Roswell, NM 88201

Air Center Master Fee Schedule Resolution

ACTION REQUESTED: Discuss of new resolution regarding master fee schedule at the Air Center

BACKGROUND: Initiated by: Airport Advisory Commission

Roswell Air Center has not updated it’s fee schedule since 2010. Airport Advisory Commission has recommended to discuss this at Legal.

FINANCIAL CONSIDERATION: Once implemented it would increase revenue at the Air Center.

LEGAL REVIEW: The City Attorney has reviewed.

A resolution passes if approved by a majority of all the members of the governing body. NMSA 1978, § 3-17-4.

BOARD and/or COMMITTEE ACTION: The Legal Committee is scheduled to meet on Thursday, February 27, 2020.

STAFF RECOMMENDATION: Discuss of new resolution regarding master fee schedule at the Air Center
RESOLUTION NO. 20-XX

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO
ADOPTING NEW RATES AND FEES FOR THE ROSWELL AIR CENTER

WHEREAS, the City of Roswell may provide a fee structure for aircraft use of facilities and services furnished at the Roswell Air Center (ROW);

NOW, THEREFORE be it resolved by the Governing Body, the City Council of Roswell, New Mexico:

1. That there is a landing charge to be levied which is based on Maximum Certified Landing Weight (MLW) of any category, class or type of aircraft while actively engaged in use of runways, taxiways or any other facilities of the ROW airport. A charge per landing for Airport Rescue and Fire Fighting (ARFF) shall be levied for each aircraft operating under 14 CFR Part 139 or otherwise requiring ARFF services.

2. That the landing charges apply only to commercial aircraft using the ROW airport facilities. Commercial aircraft as defined herein are those who derive revenue through the direct use of and aircraft to engage in, but not limited to, storage, flight testing, charters, firefighting, freight, passengers and mail.

3. That there is established a parking charge to be levied which is based on Airplane Design Group (ADG) as established by the Federal Aviation Administration. Parking charges do not apply to aircraft parked in a hangar.

4. That the landing and parking charges for each commercial aircraft will be administered and collected by the office of the Air Center Director.

5. The Rates and Fees set forth in Exhibit A attached hereto are hereby adopted and shall become effective October 1, 2020, and all prior rates, fees and charges for the Roswell Air Center are hereby repealed as of that date.
PASSED, ADOPTED, SIGNED AND APPROVED this xx\textsuperscript{th} day of XXXX, 2020

______________________
CITY SEAL

_______________________
Sharon Coll, City Clerk

Dennis J. Kintigh, Mayor

Sharon Coll, City Clerk
LANDING CHARGES

Aircraft will be charged $0.85 per 1000 lbs. MLW. Aircraft operating under 14 CFR Part 139 or otherwise requiring ARFF services will be charged an additional $1.00 per 1000 lbs. MLW. Landing charges may be negotiated by the office of the Air Center Director. Negotiations may take into consideration the number of landings made by an aircraft, fuel purchases and the impact of the aircraft operation on other ROW revenues.

PARKING FEES

Parking Charges by Airplane Design Groups (ADG)

<table>
<thead>
<tr>
<th>Group #</th>
<th>Wingspan (ft)</th>
<th>Rate/Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>&lt;49</td>
<td>$9.00</td>
</tr>
<tr>
<td>II</td>
<td>49 - &lt;79</td>
<td>$10.00</td>
</tr>
<tr>
<td>III</td>
<td>79 - &lt;118</td>
<td>$11.00</td>
</tr>
<tr>
<td>IV</td>
<td>118 - &lt;171</td>
<td>$16.00</td>
</tr>
<tr>
<td>V</td>
<td>171 - &lt;214</td>
<td>$17.00</td>
</tr>
<tr>
<td>VI</td>
<td>214 - &lt;262</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

FUEL FEES

Signatory Jet A will be $.04 per gallon.
Non Signatory Jet A will be $.08 per gallon
Avgas will be $.06 per gallon
Fuel Fees to be collected by the FBO and paid to the Air Center by the 15th calendar day of the month following the month fees were collected. The FBO shall provide a detailed record of fuel sales with payment.
SECURITY

SIDA/Sterile Area Initial Issue: $60
SIDA/Sterile Area Renewal: $40
Airport Operations Area: $40
Badge Change Fee: $15
Unreturned Badge Penalty: $100 – fine to employer/authorized signatory
Lost Badge Penalty:
  $100 – First occurrence within 24 month period
  $200 – Second and additional occurrences within 24 month period
  Possible suspension or revocation of airport-issued access media for second and additional occurrences

Roswell Air Center reserves the right to levy monetary fines up to five-hundred ($500.00) in accordance with the City of Roswell Municipal Code Section X-X for each violation of the Airport Security Program and/or Airport Security Rules and Regulations.

EQUIPMENT RENTALS

Utility trailer $45 per day
Forklift, 22K $60 per hour/$250 per day
Forklift, 6K $40 per hour/$200 per day
Large Tractor $85 per hour
Broce Broom $80 per hour (comes with operator)
Tymco Sweeper $100 per hour (comes with operator)
Belt Loader $60 per hour/$250 per day
Operator $50 per hour
Delivery Fee $25 to drop off and pick up

MISCELLANEOUS FEES

Escort Fees $50 per hour
Commercial Photography $50 per day
Airport Damage Fees Actual Current repair and/or replacement costs charged to responsible party.

FINANCE CHARGES

If any fees are not paid for any month by the 25th calendar day of the month that said fees are due, tenant shall pay City and additional 2% finance charge as a penalty each month until the full amount of that month’s fee is paid.
**AGENDA ITEM NO. 7— ABSTRACT**

**LEGAL COMMITTEE MEETING**

**Thursday, February 27, 2020 at 4:00 PM**

City Hall Conference Room  
425 N. Richardson, Roswell, NM 88201

| Update to City Code Chapter 5 Aviation |

**ACTION REQUESTED:** Discuss update to City Code Chapter 5 Aviation.

**BACKGROUND:** Initiated by: Airport Advisory Commission

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.

**FINANCIAL CONSIDERATION:** There are no additional costs anticipated at this time.

**LEGAL REVIEW:** The City Attorney has been working on the revisions.

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, February 27, 2020.

**STAFF RECOMMENDATION:** Discuss update to City Code Chapter 5 Aviation.
January 2020 Monthly Report – City Clerk’s Office

Monthly activities:
- Inspection of Public Records Act requests total - 47
- Contracted 35 Election Day workers for March 3, 2020, MOE (Municipal Officers Election)
- Contracted seven (7) Early Voting workers
- Contracted Three (3) Absentee Board Workers
- Set-up schedule for delivery of early voting equipment from Chaves County at City Hall
- Set-up a schedule for delivery of early voting equipment at Chaves County Administration Area D.
- Set-up a schedule for delivery of early voting equipment and SDR (same-day registration) equipment from the vendor for the MOE
- Set-up delivery for six VCC’s (Voting Convenience Centers)
- Prepare Election flyer
- Accept Declaration of Candidacy’s as per Election Code and verify
- Collect Finance Contribution forms as per City Ordinance
- Participate in numerous webinars with the SOS (Secretary of State)
- Certify Early Voting equipment
- Order Election Supplies (ballot paper, signs, paper, sample ballots)
- Order Election Supplies (pens, etc.)
- Order and proof ballots
- Reviewed five (5) standing committee meeting agendas and draft minutes
- Reviewed ten (10) other committees, commission, or board meeting agendas and draft minutes
- Gather data from the five (5) standing committees to prepare the City Council agenda.
- Proof and amend abstracts and attachments for the City Council agenda
- Post City Council agenda
- Review and amend PowerPoints for City Council meeting

February – continue with early voting, preparing for election day, business as usual.

Sharon Coll
City Clerk