

ROSWELL AIRPORT COMMITTEE
Tuesday, February 17, 2015 at 8:00 a.m.
Conference Room at Roswell City Hall
425 N. Richardson Avenue



Committee Chair: Mr. Steve Henderson
Committee Members: Mr. Jason Perry, Mr. Savino Sanchez, Jr.
Staff Coordinator: Ms. Jennifer Brady

- A. Call to Order**
- B. Roll Call**
- C. Approval of the Agenda**
- D. Approval of the Minutes**
 - 1. Consider approval of the January 20, 2015 minutes
- E. Non-Action Items**
 - 2. Walker Aviation Museum Foundation – Mr. Don Armstrong
- F. Regular Items (Action Items)**
 - 3. Request approval of new lease to Fuego Wireless, LLC, on a portion of two water tower legs and grounds – Mr. Stark, **page 4**
 - 4. Request approval of new lease to Zachary Canright, on “T” Hangar Building No. 120, Space 3 – Mr. Zachary Canright/Mr. Stark, **page 5**
 - 5. Request approval of new lease to Zen Sportz, Inc., on office space in Terminal Building No. 1- Mr. Mike Clarke/Mr. Stark, **page 6**
 - 6. Request approval of lease renewal to AerSale, Inc., on a portion of Building No. 112A and 112B – Mr. Jim Phillips/Mr. Stark, **page 7**
 - 7. Request approval of lease renewal to Bellitas Cappuccino Grill, on a portion of Building No. 1, the coffee shop – Ms. Gloria Martinez/Mr. Stark, **page 8**
 - 8. Request approval of lease renewal to Thurston Woods, on a portion of Building No. 1776 – Mr. Stark, **page 9**
 - 9. Request approval of Lease Addendum to Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, John Berry, and Double H Aviation – Mr. Stark, **page 10**
- G.**
 - 10. Manager’s Report – Ms. Jennifer Brady
 - 11. Property Manager’s Report Accounts Receivables – Mr. Scott Stark

12. Public Comments

H. Adjourn

Next Meeting: March 17, 2015

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

If you are 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.

Printed and posted: 2/12/2015

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

CONSENT ITEM#

DEPARTMENT: Air Center

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

ATTACHMENTS: N/A

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

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

IMPACT:

Lease Agreement (new) on a portion of two water tower legs and grounds at 91 Earl Cummings Loop East – To Fuego Wireless, LLC, a New Mexico Limited Liability Company, for the purpose of transmission and reception of telecommunications signals. \$2,000.00 monthly; \$24,000.00 annually. Annual rate of return is 48000.00%. Term: April 1, 2015 through March 31, 2020.

Lease Agreement (new) on "T" Hangar Building No. 120, Space 3 – To Zachary Canright, an individual, for the purpose of aircraft storage and maintenance. 1,002 square feet. \$169.00 monthly; \$2,028.00 annually. Annual rate of return is 13.41%. Term: April 1, 2015 through March 31, 2016.

Lease Agreement (new) on Office Space in Building No. 1, the Terminal – To Zen Sportz, Inc., a New Mexico Corporation, for the purpose of a business office. 102 square feet. \$100.00 per monthly; \$1,200.00 annually. Annual rate of return is 95.18%. Term: April 1, 2015 through March 31, 2016.

Lease Agreement (renewal) on a portion of Building No. 112A and 112B – To AerSale, Inc, a Florida Corporation, for the purpose of providing commercial aircraft engines and their component parts. 28,073 square feet. \$2,725.00 monthly; \$32,700.00 annually. Annual rate of return is 5.19%. Annual rent adjustment is 2.99%. Term: March 1, 2015 through February 29, 2020. AerSale, Inc., has been a customer since March 2010.

Lease Agreement (renewal) on a portion of Building No. 1, the coffee shop – To Bellitas Cappuccino Grill, for the purpose of operating a food service activity. 1,229 square feet. \$150.00 monthly; \$1,800.00 annually. Annual rate of return is 1%. Annual rent adjustment is 94%. Term: April 1, 2015 through March 31, 2016. Bellitas Cappuccino Grill has been a customer since March 2013.

Lease Agreement (renewal) on a portion of Building No. 1776 – To Thurston Woods, an individual, for the purpose of storage of personal items. 1,798 square feet. \$163.00 monthly; \$1,956.00 annually. Annual rate of return is 3.34%. Annual rent adjustment is 2.52%. Term: April 1, 2015 through March 31, 2016. Thurston Woods has been a customer since April 2010.

First Addendum to Lease Agreement on portions of Hangar No. 91, Space A and B, and joint use of the common area – To Jon E. Hitchcock, Robert B. Corn, James Patterson, Siavash Karimian, Brandon Arnold, John Berry, as individuals, and Double H Aviation, LLC, an Oklahoma Corporation, Beginning April 1, 2015 Double H Aviation, LLC, is removed from the lease.

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

LEASE AGREEMENT

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

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

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

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

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

2. **TERM.** The Lease term is for five (5) years, commencing on April 1, 2015 and ending March 31, 2020 unless sooner terminated by provision hereof.

3. **RENT.** Tenant agrees to pay to Landlord as rent the sum of Twenty Four Thousand, (\$24,000.00) the first year of the lease, payable in 12 monthly installments of \$2,000.00. Thereafter rent will be adjusted each year by CPI or 3% whichever is greater, but not greater than 5%. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. **SECURITY DEPOSIT.** Tenant shall pay in advance \$2,000.00 as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises caused by Tenant, 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

LEASE AGREEMENT

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

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

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

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

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

2. TERM. The Lease term is for one (1) year, commencing on April 1, 2015 and ending March 31, 2016 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of One Thousand, Eight Hundred Ninety Six Dollars and No Cents (\$2,028.00), payable in 12 monthly installments of \$169.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. Tenant shall pay \$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

LEASE AGREEMENT

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

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

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

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

Office space in Building No. 1, the Terminal, consisting of 102 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year commencing on April 1, 2015 and ending March 31, 2016 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of One Thousand Two Hundred Dollars and No Cents (\$1,200.00), payable in 12 monthly installments of \$100.00. 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 shall pay \$100.00 in advance as security for Tenant's full and faithful performance of all terms of this lease. This amount shall be used by Landlord at the termination of this Lease Agreement toward a. payment for rent or penalties due Landlord, b. reimbursement of the costs of cleaning and repairing damages (beyond normal wear and tear) to the Premises and c. the cost of removal of any hazardous material not properly disposed of by Tenant. Landlord shall be the sole and reasonable judge of all cleaning and repairs required for the Premises and the amounts needed for these purposes. Upon termination or expiration of this Lease the security deposit shall first be applied to necessary cleaning and removal, repairs and the remaining balance, if any, may then be applied to rentals and penalties then owing to Landlord. Any refund of the security deposit due Tenant will be delivered or mailed in accordance with Paragraph 26 of this Agreement within 60 days after the termination of this Lease Agreement.

LEASE AGREEMENT

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

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

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

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

Building No. 112A and 112B consisting of 28,073 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

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

3. RENT. Tenant agrees to pay to Landlord as rent the sum of Thirty Two Thousand, Seven Hundred Dollars and No Cents (\$32,700.00), payable in 12 monthly installments of \$2,725.00 the first year of the lease. Thereafter rent will be adjusted annually by CPI or 3%, whichever is greater. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of 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 a deposit in another lease 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

LEASE AGREEMENT

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

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

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

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

A portion of Building No. 1, the coffee shop, consisting of 1,229 square feet, more or less, located at the Roswell International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" together with non-expendable property identified in Exhibit "B", attached hereto and made a part hereof (Premises).

2. TERM. The Lease term is for one (1) year commencing on April 1, 2015 and ending March 31, 2016 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of One Thousand, Eight Hundred Dollars and No Cents (\$1,800.00), payable in 12 monthly installments of \$150.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. None.

5. CONDITION OF PREMISES. Tenant has inspected Premises and accepts the Premises and the joint inventory described in Exhibit "B" in its present condition "as is". Tenant agrees that the Premises is in good repair and condition except as noted herein. Tenant agrees that, at the expiration of the term hereof, it shall yield up and deliver the Premises to Landlord in as good repair and condition, broom clean, as when received, except for loss resulting from ordinary use and wear.

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

7. TAXES, LICENSES AND UTILITIES. During the term hereof, Tenant shall pay all taxes, licenses, charges, fees or assessments levied or to be levied upon personal-property, fixtures or equipment placed by Tenant upon said Premises, of whatsoever kind or nature, incident to or arising out of the conduct of Tenant's

LEASE AGREEMENT

THIS LEASE executed in Roswell, New Mexico on this 12th day of March, 2015 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 International Air Center, identified on a plat attached hereto and made a part hereof, identified and listed as Exhibit "A" (Premises).

2. TERM. The Lease term is for one (1) year, commencing on April 1, 2015 and ending March 31, 2016 unless sooner terminated by provision hereof.

3. RENT. Tenant agrees to pay to Landlord as rent the sum of One Thousand, Nine Hundred, Fifty Six Dollars and No Cents (\$1,956.00), payable in 12 monthly installments of \$163.00. Rent and other fees are due on the first day of each month. If Tenant fails to pay all rent and other fees due for any month by the tenth calendar day of the month that said rent and fees are due, Tenant shall pay to Landlord an additional 2% finance charge, as a penalty, each month until the full amount of that month's rent is paid. This penalty shall be immediately payable without limiting Landlord in the exercise of any other right or remedy to which it may be entitled by reason of Tenant's failure to pay rent when due. All rent shall be paid to Landlord without abatement, reduction or set off of any kind except as herein specifically provided.

4. SECURITY DEPOSIT. 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

**FIRST ADDENDUM
TO LEASE AGREEMENT**

THE CITY OF ROSWELL, NEW MEXICO, a municipal corporation, hereinafter called "Landlord" and, JON E. HITCHCOCK, ROBERT B. CORN, JAMES PATTERSON, SIAVASH KARIMIAN, BRANDON ARNOLD, JOHN BERRY, individuals and DOUBLE H AVIATION LLC an Oklahoma corporation, hereinafter designated as "Tenant" hereby agree to the following amendment to that certain Lease Agreement dated January 8, 2015.

Effective with Council approval March 12, 2015:

Beginning April 1, 2015 Double H Aviation LLC is removed from the Lease.

Except as amended herein, the original Lease shall continue without change, 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 March 2015.

CITY SEAL

LANDLORD:
CITY OF ROSWELL, NEW MEXICO

Dennis J. Kintigh, Mayor

Sharon Coll, City Clerk

TENANT:
JON E. HITCHCOCK, ROBERT B. CORN,
JAMES PATTERSON, SIAVASH
KARIMIAN, BRANDON ARNOLD, JOHN
BERRY and DOUBLE H AVIATION

Jon E. Hitchcock

Robert B. Corn

James Patterson

Siavash Karimian

Brandon Arnold

John Berry

Dan Harris for Double H Aviation