

168
City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

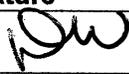
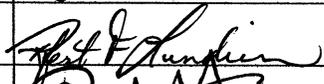
Council Action and Executive Summary

Item # 9 Ordinance/Resolution# 10-311 Council District: 1

For Meeting of June 21, 2010
 (Adoption Date)

TITLE: A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND PAUL D. FAULKNER FOR THE EXCLUSIVE USE OF ONE PARKING STALL IN THE CITY PARKING AREA LOCATED AT CITY HALL, 700 NORTH MAIN STREET, IN DOWNTOWN LAS CRUCES.

PURPOSE(S) OF ACTION: Lease portion of City hall parking lot for business use.

Name of Drafter: Christine Logan		Department: Community Development		Phone: 541-2286	
Department	Signature	Phone	Department	Signature	Phone
Community Development		528-3067	Budget		541-2281
			Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

As the City's Downtown Revitalization efforts continue, there is increased pedestrian and drive thru traffic in the area. Several mobile food vendors have established locations in the area to meet the demand for daytime food service.

Paul Faulkner has been operating the Desert Dog food cart along Las Cruces Avenue for quite some time. As long as a mobile food vendor does not disconnect any part of the vehicle, does not place any items on the parking roadway, and parks within a designated parking space, the Municipal Code allows for them to operate from public parking areas. Mr. Faulkner has requested to lease space in the parking lot in front of City Hall so that he can layout a small seating area for himself while he is vending and so that he can establish himself in the same spot everyday. The City has entered into similar leases for use of parking areas in the past. Jesse's KCBBQ operates under such a lease at the southeast corner of Main Street Downtown. Happy Dog operates from the parking area near El Paso Electric. Several different vendors leased space in the parking lot of the vacant grocery store before City Hall was constructed on the site. The attached lease agreement is based on those past leases.

The lease allows Paul Faulkner exclusive use of one (1) parking space. Mr. Faulkner must keep the property clean, abide by all zoning regulations and other City codes, and must restore the property to its current condition when the lease expires or is terminated. Mr. Faulkner would indemnify the City against any liability that may occur as a result of the business being on the property.

(Continued on Page 2)

Appraisals of City parking lots in the downtown area have estimated the value to be \$4 to \$5 per square foot. The lease rate of \$50 per month is based on the same lease rate having been offered for the other leases in effect. Because demand for space downtown is increasing, staff would recommend that a \$100 per month minimum rate be considered for any future leases. Lease income would be deposited into the downtown fund established for land revenue earmarked for downtown improvements (fund 2715).

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
NA	N/A	N/A

1. Resolution
2. Lease Agreement as Exhibit "A"
3. Vicinity map

OPTIONS / ALTERNATIVES:

1. Vote YES on the Resolution and approve the lease of one (1) parking stall in the City Hall parking lot to Paul D. Faulkner.
2. Vote NO on the Resolution to reject the lease. Mr. Faulkner may continue to operate in the right-of-way but would not have exclusive use of any space.
3. Modify the terms of the agreement and then adopt the Resolution.
4. Table the Resolution and/or instruct staff to seek alternative direction.

RESOLUTION NO. 10-311

A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND PAUL D. FAULKNER FOR THE EXCLUSIVE USE OF ONE PARKING STALL IN THE CITY PARKING AREA LOCATED AT CITY HALL, 700 NORTH MAIN STREET, IN DOWNTOWN LAS CRUCES.

The City Council of the City of Las Cruces is informed that:

WHEREAS, the City of Las Cruces is the owner of the parking lot located at 700 North Main Street in downtown Las Cruces, and

WHEREAS, Paul D. Faulkner, owner of "Desert Dogs", desires to utilize a portion of the parking lot to locate a mobile food vending business, and

WHEREAS, based on review by City staff, there is no conflict with this proposed use of the property, and

WHEREAS, Paul D. Faulkner will pay the City \$600 per year for the use of the property.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the Lease Agreement between the City of Las Cruces and Paul D. Faulkner, to provide for lease of a portion of municipal parking lot, attached as Exhibit "A", is hereby approved.

(II)

THAT the Mayor is authorized to execute the Agreement on behalf of the City.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2010.

APPROVED:

(SEAL)

Mayor

ATTEST:

City Clerk

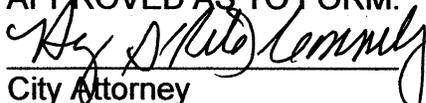
VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:

Denise


 City Attorney

EXHIBIT "A"
LEASE AGREEMENT

This Lease Agreement is entered into on this _____ day of June, 2010 between the City of Las Cruces, New Mexico, hereinafter referred to as "City" and Paul D Faulkner, doing business as Desert Dogs, hereinafter referred to as "Faulkner".

WHEREAS, the City of Las Cruces is the owner of the parking area located at 700 North Main Street in downtown Las Cruces; and

WHEREAS, Paul D Faulkner as the owner of Desert Dogs has approached the City of Las Cruces with a request to use this property to operate his mobile food vending business.

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

1. The City shall allow Faulkner the exclusive use of one parking stall located at 700 North Main Street as shown on the attached Site Plan ("Property") between 5 am and 9 pm from July 1, 2010 to June 30, 2011.
2. Faulkner shall make application and obtain any permits and/or licenses required for use of the Property, to abide by any zoning conditions that may be applicable, and to maintain adequate business insurance during the term of this Agreement.
3. Faulkner shall make payment in the amount of \$50 per month for the term of the Agreement. Payment shall be delivered to the City of Las Cruces on or before the fifth day of each month. Payment for the initial month of the lease shall be due upon execution of this Agreement.

The use of the Property is subject to the following conditions:

1. Property shall be maintained by Faulkner in a satisfactory and workmanlike manner in accordance with all City codes, regulations and ordinances.
2. Faulkner may paint the lease area so as to mark it but may not make any permanent changes to the Property and shall not leave any items on the Property when the business is not present on the site.
3. The City reserves the right to relocate Faulkner to another location in the parking lot.
4. The City may sell, lease, or use other parcels in the parking lot.

Albert
Johnson
Park

Library

Lease Property
1 parking stall

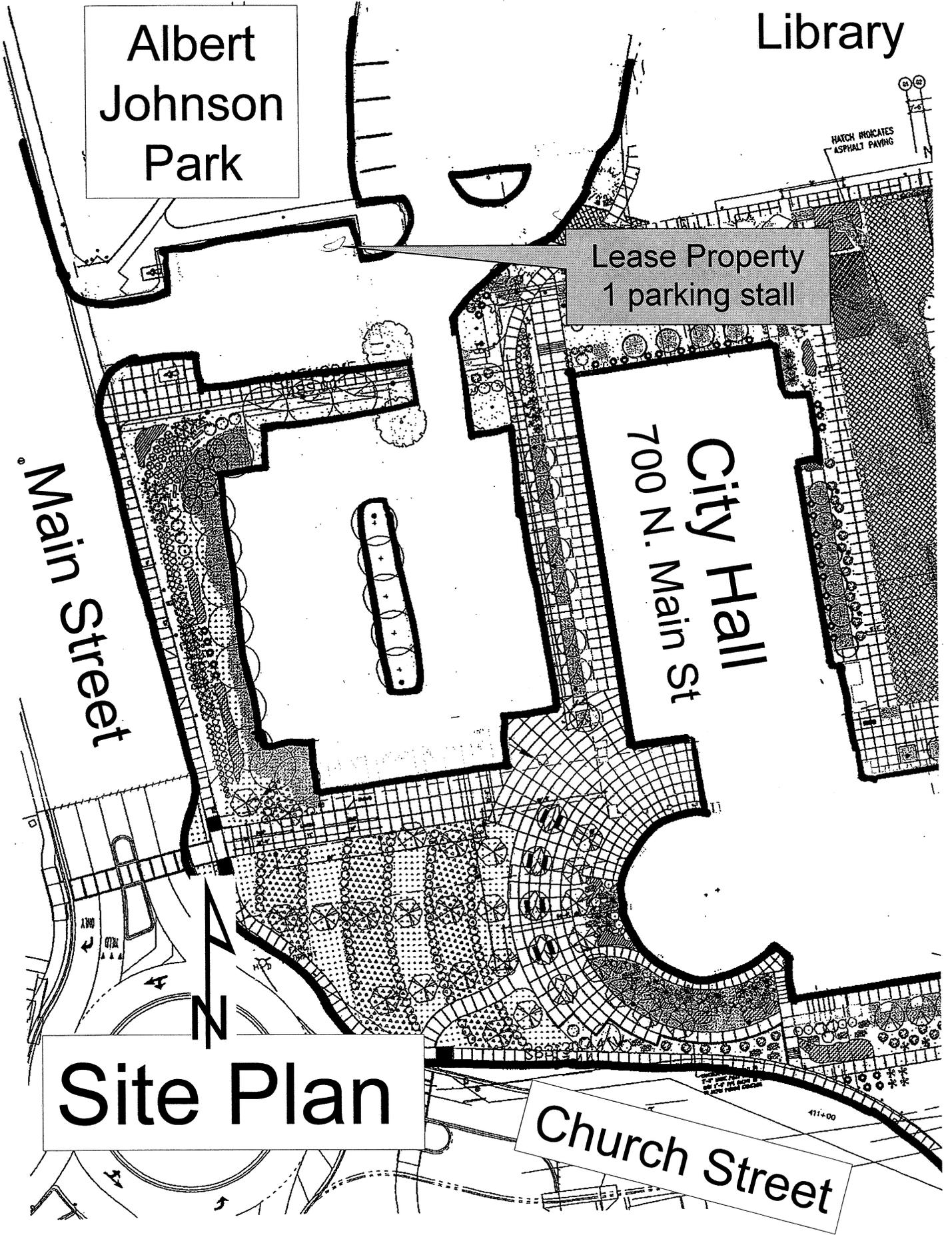
HATCH INDICATES
ASPHALT PAVING

City Hall
700 N. Main St

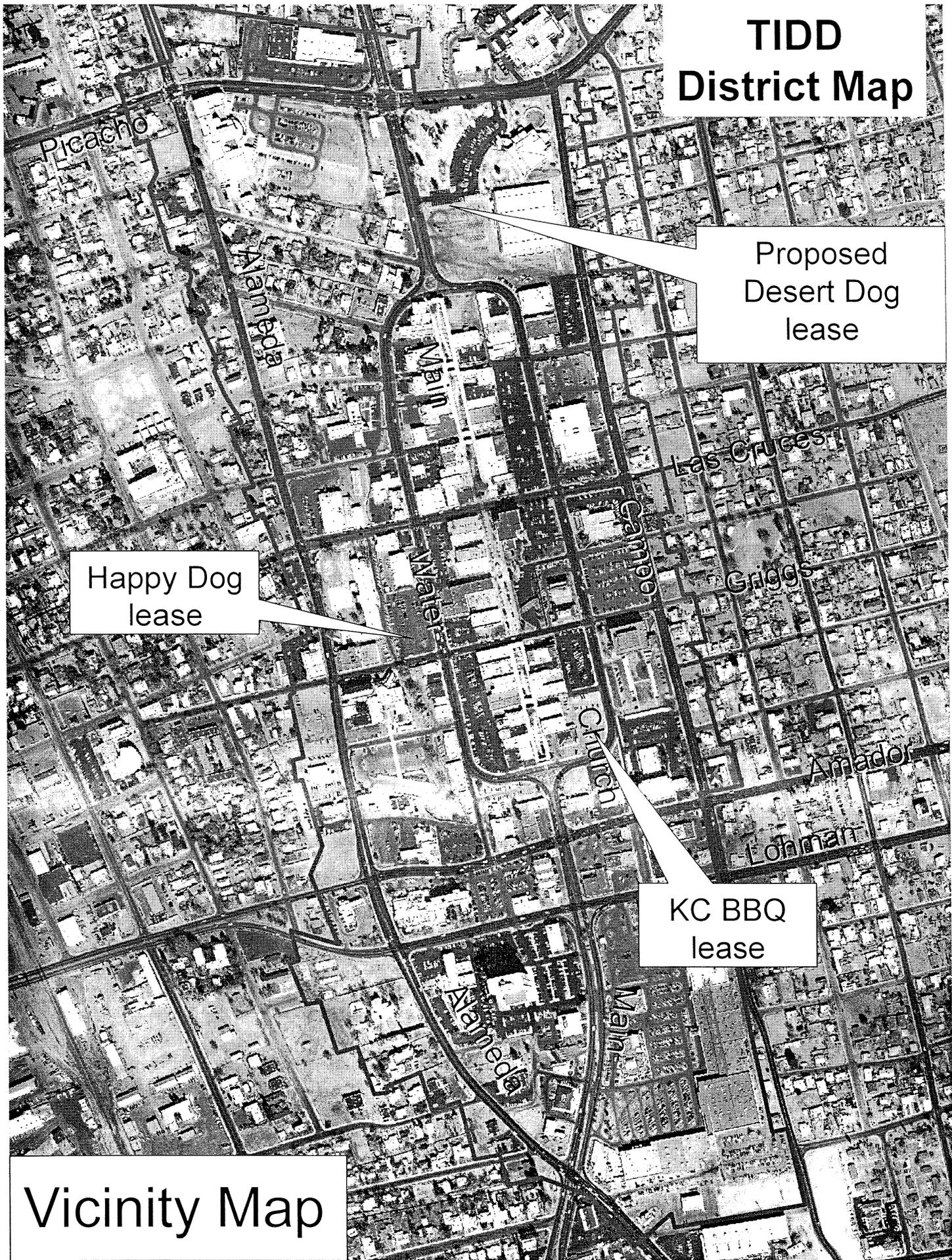
Main Street

Site Plan

Church Street



TIDD District Map



Happy Dog
lease

Proposed
Desert Dog
lease

KC BBQ
lease

Vicinity Map