



68

# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 7Ordinance/Resolution# 12-006For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)For Meeting of July 5, 2011  
(Adoption Date)

**TITLE:** A RESOLUTION AUTHORIZING AN ASSIGNMENT OF THE LEASE FOR PARCEL 8W AT THE LAS CRUCES INTERNATIONAL AIRPORT FROM ADVENTURE AVIATION, INC., TO JOAN RAABE-ASPREY.

### PURPOSE(S) OF ACTION:

To authorize an assignment of lease for Parcel 8W at the Las Cruces International Airport.

<b>COUNCIL DISTRICT: 4</b>		
<b><u>Drafter/Staff Contact:</u></b> Lisa Murphy	<b><u>Department/Section:</u></b> Facilities/Airport	<b><u>Phone:</u></b> 541-2471
<b><u>City Manager Signature:</u></b>		

### BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Adventure Aviation, Inc., currently holds a land lease from the City for Parcel 8W at the Las Cruces International Airport. On March 20, 2000, Adventure Aviation, Inc., obtained the lease for the parcel pursuant to Las Cruces City Council Resolution 00-264. The parcel is 77,000 square feet in size and contains one hangar with three large bays and two T-hangars with seven single bays apiece. The lease permits assigning the lease, with City approval. Adventure Aviation, Inc., has requested approval to assign the lease to Joan Raabe-Asprey. This resolution would constitute City permission.

Adventure Aviation, Inc., has complied with the terms of the lease and all payments have been made in full. The annual land lease rate for Parcel 8W is currently \$7,144.27 and the lease expires March 31, 2029. Assignee, Joan Raabe-Asprey, is subject to all the terms and conditions of the current lease. Adventure Aviation, Inc., has ceased operations at the airport, and as actual owner of the hangars, Ms. Raabe-Asprey requests the lease be in her name.

The Airport Advisory Board, at their June 9, 2011 meeting, and staff recommend approval of this lease assignment.

### SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Assignment of Lease.
3. Exhibit "A-1", Parcel Location Map.

(Continue on additional sheets as required)

4. Exhibit "A-2", Legal Description.
5. Attachment "A", Excerpt from the lease.
6. Attachment "B", Adventure Aviation, Inc., letter requesting lease assignment.

**SOURCE OF FUNDING:**

<b>N/A</b>	<b>Is this action already budgeted?</b>	
	Yes	<input type="checkbox"/> See fund summary below
	No	<input type="checkbox"/> If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/> Expense reallocated from: _____
		<input type="checkbox"/> Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input type="checkbox"/> Proposed funding is from fund balance in the Fund.	
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/> Funds will be deposited into this fund: in the amount of \$_____ for FY__.
	No	<input checked="" type="checkbox"/> There is no new revenue generated by this action.

**BUDGET NARRATIVE**

<b>N/A</b>
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**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution and allow Adventure Aviation, Inc., to assign the lease for Parcel 8W to Joan Raabe-Asprey.
2. Vote "No"; this will not allow Adventure Aviation, Inc., to assign the Lease for Parcel 8W to Joan Raabe-Asprey.
3. Vote to "Amend"; this could include approving a different lease term than is requested.
4. Vote to "Table"; this would delay the assignment of lease by Adventure Aviation, Inc.

(Continue on additional sheets as required)

**REFERENCE INFORMATION:**

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. Resolution No. 00-264

(Continue on additional sheets as required)

**RESOLUTION NO. 12-006**

**A RESOLUTION AUTHORIZING AN ASSIGNMENT OF THE LEASE FOR PARCEL 8W AT THE LAS CRUCES INTERNATIONAL AIRPORT FROM ADVENTURE AVIATION, INC., TO JOAN RAABE-ASPREY.**

The City Council is informed that:

**WHEREAS**, Adventure Aviation, Inc., executed a lease agreement with the City of Las Cruces on April 1, 2000 pursuant to Resolution 00-264; and

**WHEREAS**, Exhibit C Section 3.a. of the lease provides that Adventure Aviation, Inc., may request an assignment of lease and that such approval will not be unreasonably withheld by the City; and

**WHEREAS**, Adventure Aviation, Inc., has asked that the City approve assignment of the lease of Parcel 8W to Joan Raabe-Asprey.

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

**(I)**

**THAT** the Mayor of the City of Las Cruces is hereby authorized to sign the assignment of Parcel 8W currently held by Adventure Aviation, Inc., to Joan Raabe-Asprey attached hereto as Exhibit "A" and made a part of this Resolution.

**(II)**

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

**DONE AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

VOTE:

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

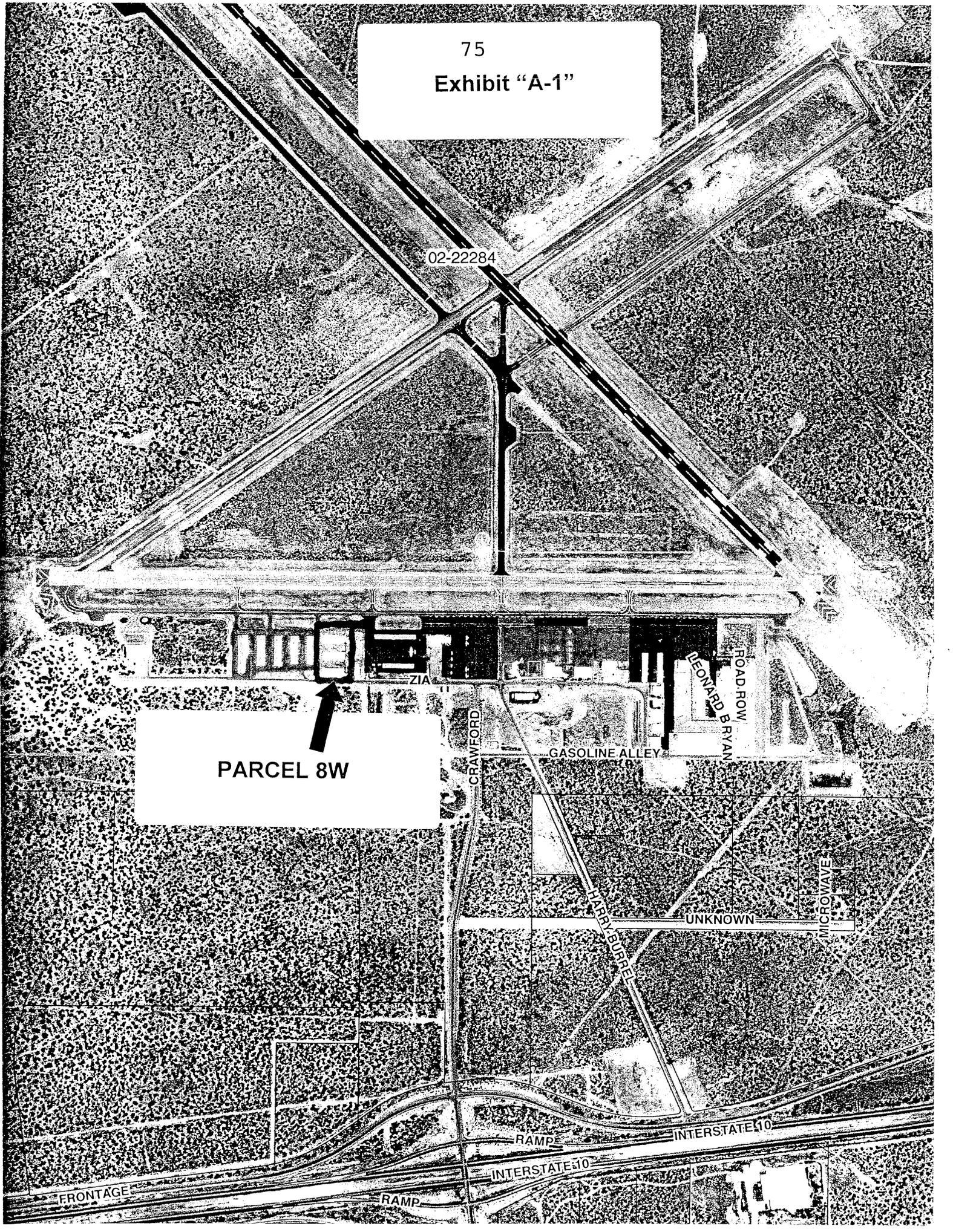




75  
Exhibit "A-1"

02-22284

PARCEL 8W





# City of Las Cruces

20218wa  
March 4, 2000

## DESCRIPTION OF PART OF LEASE PARCEL 8W

A parcel of land situate within the corporate limits of the City of Las Cruces, Dona Ana County New Mexico in Section 26, T.23S., R.1W., N.M.P.M. of the U.S.G.L.O. Surveys. Being part of Lease Parcel 8W of the Las Cruces International Airport and more particularly described as follows, to wit:

**BEGINNING** at a ½ inch rebar found for the Southwest corner of Lease Parcel 8W for the Southwest corner of the parcel herein described, whence G.P.S. 86 "CRUCESAIR" New Mexico High Accuracy Reference Network bears S64°24'08"E a distance of 848.70 feet;

**THENCE FROM THE POINT OF BEGINNING** along the west boundary of Lease Parcel 8W N00°04'19"E, 385.00 feet to a ½ inch rebar with aluminum cap set for the Northwest corner of the parcel herein described;

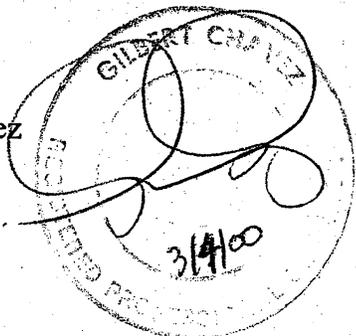
**THENCE** S89°29'41"E, 200.00 feet to a ½ inch rebar with aluminum cap set on the east boundary of Lease Parcel 8W for the Northeast corner of the parcel herein described;

**THENCE** along the east boundary of Lease Parcel 8W S00°04'19"W, 385.00 feet to a ½ inch rebar with aluminum cap set for the Southeast corner of the parcel herein described;

**THENCE** along the south boundary of Lease Parcel 8W N89°29'41"W, 200.00 feet to the point of beginning, containing 1.7676 acres of land more or less.

**AUTHORITY STATEMENT:** I, Gilbert Chavez, a Registered New Mexico Professional Surveyor certify that this Legal Description was prepared by me from the notes of a bonafide field survey and that it meets the "Minimum Standards for Land Surveying in New Mexico" as adopted by the New Mexico State Board of Registration for Professional Engineers and Surveyors and that it is true and correct to the best of my knowledge and belief.

Gilbert Chavez  
NMPS 6832



**City of Las Cruces, New Mexico, International Airport. Additional Lease Conditions  
PARCEL #8W, ADVENTURE AVIATION, INC., LESSEE**

**1. Obtain Permits, Pay Taxes, and Obey Laws.**

a. Lessee shall pay when due all valid taxes, special assessments, excises, license fees and permit fees of whatever nature applicable to its operation or levied or assessed against the Airport, or improvements thereto. Lessee shall take out and keep current all licenses, permits, and certificates (City, County, State and Federal) required for the conduct of its activities at and upon the Airport, and further agrees not to permit any of said taxes, excise or license fees to knowingly become delinquent.

b. Lessee shall, at its own expense, fully comply with all laws, regulations, rules, ordinances, and requirements of the applicable City, County, State and Federal authorities and agencies which affect this Lease, the land granted by this Lease, any improvements upon the Leasehold, and/or operations thereon. Such compliance shall be with any laws, regulations, rules, ordinances or requirements which have been or may be enacted or promulgated during the effective period of this Lease.

c. Lessee recognizes the authority of the City Council and staff to take those necessary and legal actions required to safeguard any person, aircraft, equipment or property at the Airport. Lessee agrees to abide by any suspension, restriction, or designation of specific procedures applicable to any or all Airport operations whenever such actions are established by such authorities.

**2. Obey Federal Non-Discrimination Requirements.** Lessee, itself and its successors in interest, and assigns, will abide by the following requirements of the various federal statutes affecting the Airport:

a. **No Discrimination in Service.** Furnish services on a fair, equal, and not unjustly discriminatory basis to all users thereof. No person on the grounds of race, sex, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said business. Further, that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, sex, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

b. **No Discrimination in Pricing.** Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided, that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. **Comply with Federal Law.** Lessee shall conduct business in compliance with all other requirements imposed by or pursuant to 48 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation and as said Regulation may be amended.

d. **No Exclusive Rights Granted.** Lessee agrees that no exclusive right for the use of the Airport by any persons is intended or implied by this document.

**3. Assignment and Sublease.**

a. **City Consent Required.** Lessee shall not assign or sublease the rights granted by this Lease, nor the Leased parcel, nor the improvements constructed or occupied in accordance with this Lease, without the prior written consent of the City, which consent shall not be unreasonably withheld. The City may condition such consent upon an increase in the Rent, and may require other conditions or covenants before consenting to an assignment or sublease. Such additional rent, conditions or covenants shall be in accord with those terms and conditions for similar agreements in effect at the time of the assignment, sublease, or sale. If the Lease is assigned or subleased, all clauses herein binding the parties hereto are also binding on any and all successors and/or assigns, unless specifically amended by the City as a condition of consent.

b. **Assignment Relieves Lessee.** Upon a valid assignment of this Lease, but not upon a sublease, the Lessee shall be relieved of all obligations and liabilities arising from this Lease effective as of the date of the assignment.

**4. Default and Termination.**

a. **Definition.** If the City determines the Lessee is in violation of any of the terms, conditions or covenants of this Lease, or the Lessee fails to pay, on time, any fees or charges due, the condition shall be considered a default of the Lease.

# **Adventure Aviation**

April 22, 2011

Ms. Lisa Murphy  
Airport Manager  
Las Cruces International Airport  
8990 Zia Blvd  
Las Cruces, NM 88007

Dear Ms. Murphy:

The ownership of the hangars located on Parcel 8W at the Las Cruces Airport has been transferred to Ms. Joan Raabe-Asprey in lieu of payment of a loan made to Adventure Aviation. The land lease and property taxes are current. Adventure Aviation requests a change in this lease to reflect that the lease of the Parcel 8W is held by Ms. Joan Raabe-Asprey. Ms. Raabe-Asprey signed the original lease and is the sole owner of the hangars located on this leased property.

Thank you for attending to this matter.

Sincerely,

  
Joan Raabe-Asprey