



# City of Las Cruces®

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 8

Ordinance/Resolution# 15-211

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of May 4, 2015  
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL

LEGISLATIVE

ADMINISTRATIVE

**TITLE:** A RESOLUTION AUTHORIZING AN ASSIGNMENT OF LAND LEASE FOR PARCEL 12 AT THE LAS CRUCES INTERNATIONAL AIRPORT FROM RONALD G. KARP TO RONALD G. KARP AND LISA M. KARP.

**PURPOSE(S) OF ACTION:**

To authorize an assignment of land lease.

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

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

Ronald G. Karp currently holds a land lease from the City of Las Cruces for Parcel 12 at the Las Cruces International Airport. The lease was originally approved in favor of Airspace, Inc. on May 20, 1985 and was assigned to Mr. Karp on November 2, 1998 pursuant to Resolution 99-168. There is a hangar on the leased property which Mr. Karp owns.

The terms of the land lease allow assignment of said lease with the approval of City Council. Mr. Karp has made a request to add his daughter, Lisa M. Karp, as a co-lessee, which is considered a lease assignment. If approved, this would allow both Mr. Karp and Ms. Harp be the leaseholders of Parcel 12 and all improvements thereon.

The Airport Advisory Board (AAB) unanimously recommended approval of the assignment of lease request at their February 26, 2015 meeting.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Assignment of Lease, Legal Description, and Parcel Map.
3. Attachment "A", Parcel 12 Land Lease.
4. Attachment "B", Letter from Mr. Ronald G. Karp requesting the assignment of lease.

(Continue on additional sheets as required)

5. Attachment "C", Minutes from February 26, 2015 Airport Advisory Board Meeting.

**SOURCE OF FUNDING:**

|   |  |                          |  |
|---|--|--------------------------|--|
| Is this action already budgeted?<br><br>N/A | 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.                       |
| Does this action create any revenue?        | 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**

|     |
|-----|
| N/A |
|-----|

**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 authorize Ronald G. Karp to assign the land lease for Parcel 12 to Ronald G. Karp and Lisa M. Karp.
2. Vote "No"; this will not authorize Ronald G. Karp to assign the land lease for Parcel 12 to Ronald G. Karp and Lisa M. Karp.
3. Vote to "Amend" the resolution as deemed appropriate.
4. Vote to "Table" and direct staff accordingly.

**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. 99-168

(Continue on additional sheets as required)

**RESOLUTION NO. 15-211**

**A RESOLUTION AUTHORIZING AN ASSIGNMENT OF LAND LEASE FOR PARCEL 12 AT THE LAS CRUCES INTERNATIONAL AIRPORT FROM RONALD G. KARP TO RONALD G. KARP AND LISA M. KARP.**

The City Council is informed that:

**WHEREAS**, Ronald G. Karp (Lessee) executed a lease agreement for Parcel 12 at the Las Cruces International Airport with the City of Las Cruces on November 2, 1998 pursuant to Resolution 99-168; and

**WHEREAS**, Section 19 A (1) of the lease provides that the Lessee may request an assignment of lease and that such approval will not be unreasonably withheld by the City; and

**WHEREAS**, Ronald G. Karp has asked that the City approve assignment of the lease to Ronald G. Karp and Lisa M. Karp.

**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 lease currently held by Ronald G. Karp to Ronald G. Karp and Lisa M. Karp, 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 \_\_\_\_\_, 2015.

**APPROVED:**

\_\_\_\_\_  
Mayor

ATTEST:

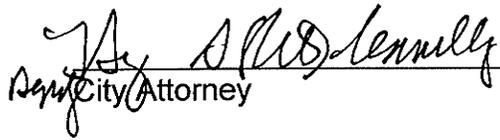
\_\_\_\_\_  
City Clerk

(SEAL)

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

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

APPROVED AS TO FORM:

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

VOTE:

Mayor Miyagishima: \_\_\_\_\_

Councillor Silva: \_\_\_\_\_

Councillor Smith: \_\_\_\_\_

Councillor Pedroza: \_\_\_\_\_

Councillor Small: \_\_\_\_\_

Councillor Sorg: \_\_\_\_\_

Councillor Levatino: \_\_\_\_\_

**ASSIGNMENT OF LEASE**

Ronald G. Karp, a private individual, assignor herein and lessee of premises described as follows:

A portion of the lease, that portion being all of Parcel 12 as shown on the attached map marked Exhibit "A-2" and made a part hereof,

which was demised by a lease designated to RONALD G. KARP by the Las Cruces City Council Resolution 99-168 on November 2, 1998. Ronald G. Karp and Lisa M. Karp, assignees of the lease accept the assignment and shall perform all the terms and conditions thereof, including payment of all rent applying to Parcel 12 required by the provisions of the Lease. Assignee shall enjoy the same right and power to assign the lease as assignor enjoyed under the lease.

The CITY OF LAS CRUCES, NEW MEXICO, a municipal corporation, lessor under the lease, consents to the assignment of the lease to assignee, but does not waive any rights against assignor that lessor has under the lease.

In witness whereof, the parties have executed this assignment at Las Cruces, New Mexico the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

RONALD G. KARP, a private individual  
Assignor

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(Seal)

STATE OF NEW MEXICO    )  
  )    ss.  
COUNTY OF DONA ANA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Ronald G. Karp

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Ken Miyagishima, Mayor of the City of Las Cruces, New Mexico, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

City Attorney

CITY OF LAS CRUCES  
LAS CRUCES INTERNATIONAL AIRPORT  
PRIVATE HANGAR LEASE

AIRSPACE, INC.

DATED: MAY 20, 1985

CITY COMMISSION  
RESOLUTION 85-200

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LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT ("Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 1985, between the City of Las Cruces ("City") and Airspace, Inc., ("Lessee").

WITNESSETH:

WHEREAS, City is a political subdivision of the State of New Mexico, holds title to the Las Cruces International Airport ("Airport") and the City has the power to lease designated areas for the purpose of supplying services to aircraft and users of Airport facilities.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Land Parcel. The parcel of land referred to herein is stipulated in the County of Dona Ana, State of New Mexico, and is depicted and described upon Exhibit "A" dated 1985, and more particularly described upon Exhibit "A-1", attached hereto and made a part hereof.

2. Terms and Options.

A. Parcel. With respect to above described parcel, hereinafter sometimes referred to as the "leased premises", the City hereby leases said parcel unto Lessee for a period of thirty (30) years commencing on the date of this lease.

B. Renewal Option. Lessee shall have the option of renewing or extending this lease for a term of ten (10) years

with an additional ten (10) year option at a rental rate to be renegotiated as hereinafter provided. Lessee shall notify Lessor of his intention to renew the option at least 120 days before the expiration of this lease by notice to Lessor by registered mail. This option is only available provided the Lessee is current in payment of all rents and fees and is not in default in any of the conditions of the lease.

3. Use of Parcel.

A. Improvements by Lessee. Lessee shall have the right to construct upon the leased premises, pursuant to plans and specifications approved by the City, at the sole cost and expense of Lessee, aircraft hangars for use for aircraft storage; provided that nothing contained herein shall authorize Lessee to construct hangars for uses not directly related to storage of aircraft. Lessee shall commence construction of these improvements within ninety (90) days of the approval of the plans and specifications by the City and shall proceed with due diligence to develop these improvements according to the phase construction timetable attached hereto as Exhibit "C". Lessee agrees to use its best efforts to comply with said timetable, but shall not be considered to be in breach of this lease or subject to any penalty therefor in the event that events and circumstances beyond Lessee's control including, but not limited to, delays due to strikes, work stoppages, material shortages or inclement weather, should delay construction progress.

B. Permitted Operations. Lessee shall have the exclusive right to use and occupy the leased premises in accordance with uses

hereinafter described, including but not limited to the following permitted uses:

- (i) Facilities for the housing and storage of aircraft.

4. Rental Rates and Other Fees. Lessee shall pay to the City the land rents and other fees specified in Exhibit "B". All land rents and fees shall be paid every six months, the due dates being the 25th day of January and the 25th day of July during the term of this lease. All other fees described in Exhibit "B" unless otherwise set forth therein shall be paid monthly by the Lessee to the City on or before the 25th day of the month following the month in which such fees accrued. Land rent for the period between the execution date of this lease and July 1, 1985, will be prorated.

5. Mandatory Clauses.

A. Right to Use Airfield. In addition to the premises specifically designated for its exclusive use, this Agreement grants Lessee the non-exclusive right to use the airfield and associated operational area in common with others so authorized which right shall be exercised in accordance with the laws of the United States of America and the State of New Mexico and the rules and regulations promulgated by their authority with references to aviation and air navigation and all pertinent directives, rules and regulations of the City and Airport Advisory Board.

B. Books and Records. Lessee shall keep and maintain true and accurate books and records of its operations under the terms of this lease in accordance with generally accepted

accounting principles, for inspection and copying by prior appointment at reasonable business hours during the terms of this lease and for two years thereafter.

C. No Discrimination. Lessee shall make its accommodations and services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, age or national origin.

D. Pricing. Lessee shall furnish its accommodations and services on a fair, equal and not unjustly discriminatory basis to all users thereof and its shall charge fair, reasonable and non-discriminatory prices for each unit of service; provided, that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates and other similar types of price reductions to volume purchasers.

E. Lawful Use. Lessee shall observe and obey all laws, ordinances and regulations of the United States of America, the State of New Mexico and the City of Las Cruces, which may be applicable to its operations at the Airport, and shall make no unlawful or offensive use of the leased premises.

F. Schedule and Key Personnel. Lessee shall provide the City with a schedule of hours of operation that Lessee will be open to the public and the names and telephone numbers of company officials who shall be available at all hours of company's operations at the Airport to perform required management functions.

G. Safety. Lessee shall conform to all applicable City safety, health and sanitary codes and agree to cooperate with the City in its fire prevention efforts.

H. Independent Contractor; Indemnification. Lessee is and shall be deemed to be an independent contractor in the conduct of its business and activities hereunder, and shall be responsible for its acts of omission or commission, and City shall in no way be responsible therefore. Lessee does hereby agree to indemnify, defend and hold harmless the City and its "Public Employees" as defined in the New Mexico Tort Claims Act from and against any and all liability, claims, judgments, demands or claims (including reasonable attorney's fees and costs of investigation) arising out of or allegedly arising out of the performance of this Agreement or any activities undertaken pursuant to this Agreement, other than any liability, claim, judgment, demand or cost arising from the negligence of the City or its "Public Employees" in carrying out the specific obligations undertaken by the City hereunder. So long as this indemnification requirement is in effect, the Lessee shall procure and maintain a policy of liability insurance as set forth in Exhibit "D" attached hereto. It is agreed and understood that this provision in no way modifies the New Mexico Tort Claims Act.

I. Compliance with Civil Rights Act. Lessee shall comply with the requirements of any Executive Order barring discrimination; further, in accordance with these requirements, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color or national origin; and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. Lessee understands and acknowledges

that the City of Las Cruces has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to non-discrimination which have been required by Title VI of the Civil Rights Act of 1964, and by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, as a condition precedent to the Government making grants in aid of the City of Las Cruces, for certain Airport programs and activities, and that the City of Las Cruces is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than the City operate or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which Lessee agrees:

"Operator, in its operation at and the use of the Airport covenants that it will not on the grounds of sex, race, color, or national origin: discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; and in the event of such discrimination, Lessee agrees that the City has the right to take such action against the Lessee as the Government may direct to enforce this covenant."

J. Airport Development. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, and without unreasonable interference or hindrance from Lessee. If the physical development of the Airport requires the relocation, removal or alteration of Lessee's facilities, the City agrees to provide a comparable location without any unreasonable interruption to the Lessee's improvements and buildings from within the leased premises to the comparable premises at no cost to the Lessee or provided similar facilities for the Lessee at no cost

## EXHIBIT A-1

## REVISED AIRPORT LEASE PARCEL 12

A parcel of land situate in the northwest quarter of Section 26, T.23S., R.1W., N.M.P.M., Dona Ana County, New Mexico; within the limits of the Las Cruces International Airport; more particularly described as follows:

Beginning at the northeast corner of the herein described parcel, whence the northwest corner of Section 26 bears N 52 deg. 37' 23" W 2128.86 feet;

Thence S 00 deg. 10' 30" E 100.00 feet;

Thence S 89 deg. 49' 30" W 130.68 feet;

Thence N 00 deg. 03' 36" W 100.00 feet;

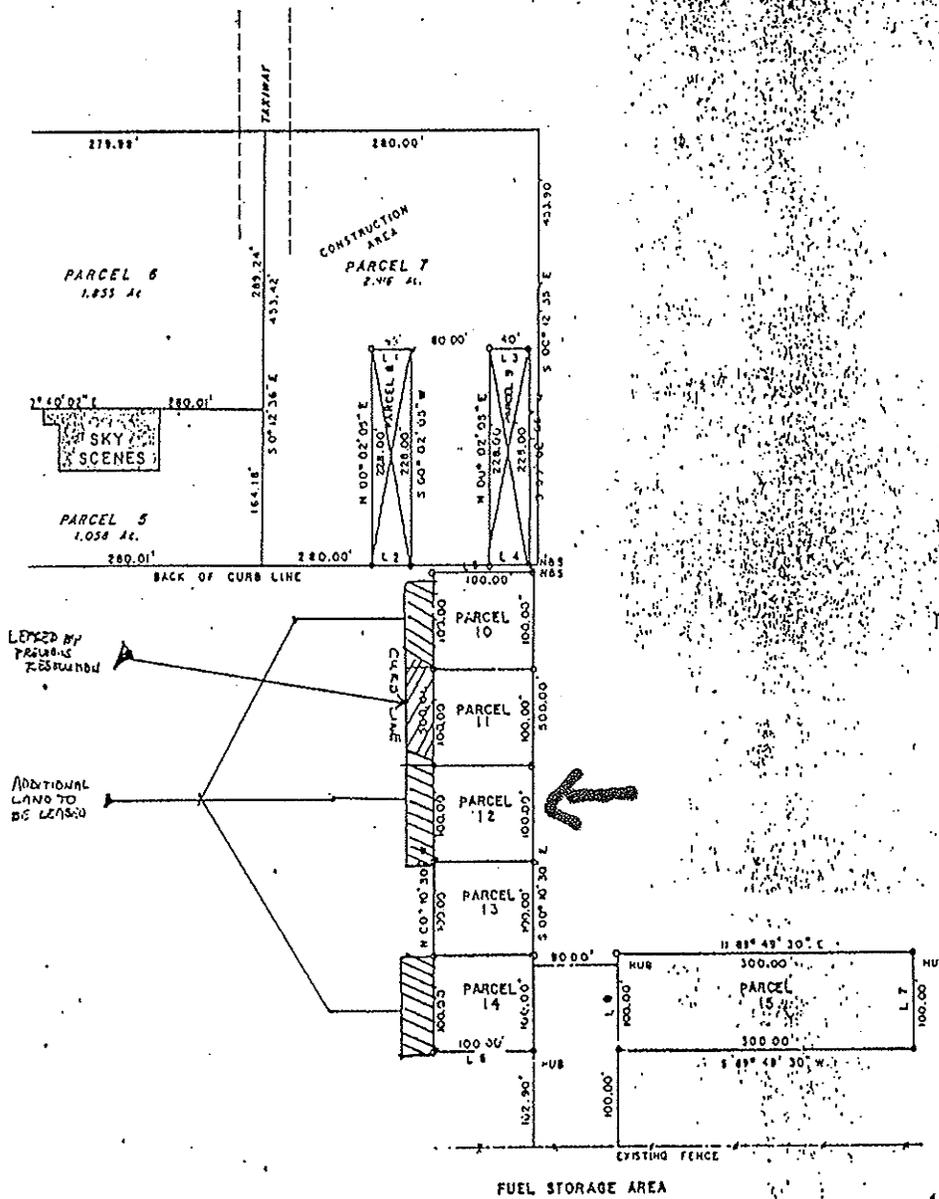
Thence N 89 deg. 49' 30" E 130.26 feet to the beginning corner;

Containing 13047 square feet (0.2995 Acre) more or less.

EXHIBIT A-2



| LINE | BEARING         | DISTANCE |
|------|-----------------|----------|
| 1    | S 89° 57' 33" E | 40.00    |
| 2    | N 89° 57' 33" W | 40.00    |
| 3    | S 89° 57' 33" E | 40.00    |
| 4    | N 89° 57' 33" W | 40.00    |
| 5    | N 89° 49' 30" E | 100.00   |
| 6    | S 89° 49' 30" W | 100.00   |
| 7    | S 00° 10' 30" E | 100.00   |
| 8    | N 00° 10' 30" W | 100.00   |



FUEL STORAGE AREA

DATE: 25 SEP. 2014

TO: CHERYL RODRIGUES  
LAS CRUCES AIRPORT ADMINISTRATOR

FROM: RONALD G. KARP  
650 WINGSPAN DR.  
LAS CRUCES NM 88007  
5756472315

SUBJ. FIRST TEN YEAR LAND RENT  
EXTENSION FOR PARCEL 12

I WOULD LIKE TO EXERCISE MY FIRST  
TEN YEAR LAND RENT EXTENSION  
OPTION ON SUBJECT PARCEL 12.

I WOULD ALSO LIKE TO ADD MY  
DAUGHTER, LISA M. KARP AS A  
CO-OWNER WITH ME OF THIS LAND  
RENT AGREEMENT.

ASSIGNMENT  
REQUEST

SINCERELY  
Ronald G. Karp

**AIRPORT ADVISORY BOARD MEETING**  
**City of Las Cruces, New Mexico**  
**February 26, 2015**

Members Present: Robert Wood, Jerry Leyendecker, Tom Laney, Gay Lenzo, Joe Dearing

Others Present: Lisa Murphy, Airport Manager; Laura Irick, Airport Administrative Assistant; David Maestes, Transportation Director; Cheryl Rodriguez, Delta Airport Consultants; Davin Lopez, MVEDA; Eric Montgomery, MVEDA; Gary Camarano, CLC EDO; Ron Schulmeister, LCFD; Bruce Kading, WAM, Inc.; Hal Kading, Southwest Aviation; Ross Palmer, Airport tenant; Marty Ditmore, EAA; Nathan Wilcox, Lynco Flight Services.

**CALL TO ORDER**

Airport Board Chairman, Rob Wood, called the meeting to order at 12:30 p.m. in the Fire Station 7 meeting room; and a quorum was noted.

**APPROVAL OF MINUTES**

Mr. Wood asked for the minutes from the meeting on November 20, 2014 to be read aloud. Mrs. Irick read the minutes aloud for a motion to approve the minutes from the November 20, 2014 Board meeting. Mr. Dearing moved and Mr. Laney seconded to approve the minutes as submitted; motion carried.

**UNFINISHED BUSINESS: None**

**NEW BUSINESS:**

**Airport Manager's Report:** Mrs. Murphy read the following report:

**Airport Manager's Report**  
**February 26, 2015**

**New Airport Consultant:** Cheryl Rodriguez, former airport manager, has joined Delta Airport Consultants as Project Manager. She is responsible for Delta's client airports in New Mexico and is also in charge of several southwestern states. We are fortunate to have someone with as much knowledge about our airport to be our airport consultant.

**Francis Aviation:** Francis Aviation has been awarded the military fueling contract. It begins effective April 1, 2015. This is great news.

**Electrical Issues on Runway 12-30:** Electrical issues on Runway 12-30 are resolved. The problem was fuses that were inadequate for the loads placed on them, but since they have been replaced the lights have been working properly.

**New Administrative Assistant:** Laura Irick, who I had hired as the Airport Administrative Assistant, has been reassigned to the City Streets section. The City Human Resources department will be evaluating the airport position to determine whether it is needed or if it should be changed.

**Airport Facebook Page:** The Airport Facebook page is up to 90 "likes"! Please take a look at it. I try to keep it interesting, but your ideas, photographs and suggestions are always welcomed.

**Upcoming Airfield Projects:** We are working with the City Purchasing section and the New Mexico Aviation Division to get some maintenance work done on the airfield: crack sealing Runway 8-26 and pavement repair at the extreme west end of Taxiway Alpha where it intersects with the approach ends of Runways 4 and 8. We hope to have the work completed before the end of the fiscal year.

**Airport Master Plan Update:** Work is continuing on this project. The biological and cultural resources survey have been completed and the physical survey of the property is underway. Delta Airport Consultants is working on the business plan portion of the Master Plan update.

**Fuel Storage Facility:** Southwest Aviation is in the process of bringing their fuel tanks into compliance with New Mexico Environment Department regulations so they can resume fueling operations.

**Airport Staff Training:** All three airport staff members will be attending Airfield Safety and Operations Specialist School in El Paso March 18-19. This is very valuable training that will bring us up-to-date on Part 139 airport regulations.

**Seal Coat Testing:** Asphalt Systems will be demonstrating their seal coat product on a test patch on White Lightning Drive (the far east taxiway) on March 11. This should not impact airport operations.

**Pavement Inspection:** New Mexico Aviation Division will have their contractor, Applied Pavement Technology, on site at LRU on March 20-21 to inspect airfield pavements and determine their Pavement Condition Index. This assists the state in prioritizing their grant projects.

**Assignment of Lease, Parcel 12:** Parcel 12 was discussed regarding the request for transfer of lease holder. Mr. Dearing moved and Mr. Laney seconded to approve the lease assignment of Parcel 12; motion carried.

## **DISCUSSION ITEMS:**

**Project Air Bot (ARCA Space)** – will be using office space at 8960 Zia Boulevard. Gary Camarano and representatives from MVEDA spoke about the robotic flights and ARCA's vision for their operation at Las Cruces International Airport, Also discussed was the many

opportunities to attract industry in aerospace and manufacturing and the ability to conduct testing of unmanned aircraft in our air space.

**PUBLIC INPUT:**

Concerns were expressed regarding the ongoing increases in lease fees, the processes for how they were recently increased and how they should be re-evaluated. Mrs. Murphy stated that these concerns are something that has been brought up before and is being looked into. An upcoming aviation conference will take place April 15-17, 2015. The conference will be held in Ruidoso, NM and there will be special hotel rates at local hotels for those that attend.

**BOARD MEMBER COMMENTS/SUGGESTIONS:**

With no further business to conduct, Mr. Wood moved to adjourn and Mr. Laney seconded; the meeting was adjourned at 1:25 p.m.

---

Chair

---

Recording Secretary