



Michael J. Garcia, Mayor

Date: July 2, 2026

To: Mayor Michael J. Garcia, Quality of Life Committee, Finance Committee, and Governing Body

Via: Andrea K. Phillips, Deputy City Manager AP

From: Terry Lease, Manager, Asset Development TL
Nina A. Nguyen, Project Manager, Asset Development NAN

Subject: Lease Agreement Between City of Santa Fe and Daisy Lay II, LLC

ITEM AND ISSUE:

Asset Development respectfully requests your review and approval of the Lease Agreement (“Lease”) between City of Santa Fe (“City” or “Lessor”) and Daisy Lay II, LLC (“Lessee”), collectively the “Parties” for use of a portion of the City right-of-way within Camino Entrada for additional parking for patrons of Lessee’s restaurant; (Terry Lease, tjlease@santafenm.gov, (505) 629-2206, Nina A. Nguyen, nanguyen@santafenm.gov, (505) 819-1870)

BACKGROUND AND SUMMARY:

Lessee owns and operates the Ranch House Restaurant located at 2571 Cristos Rd., Santa Fe, NM. In 2012 the Parties entered into a lease agreement entitled Lease Agreement Between the City of Santa Fe and Daisy Lay II, LLC, Item #12-0041 (“2012 Lease”) for use of a portion of the City right-of-way within Camino Entrada, Santa Fe, NM, for additional parking for patrons of Lessee’s restaurant. The 2012 Lease terminated on January 27, 2022, and Lessee continued to use the City right-of-way in a month-to-month tenancy. The Parties agreed to enter into this new lease agreement to allow for Lessees continued use of the City right-of-way and to update the terms and conditions of the 2012 Lease.

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth “Liz” Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

\$\$\$\$\$ SOURCE/REVENUE: ☐Expense ☒Revenue

Munis Org Name/Number: 2122800

Munis Object Name/Number: 460150

Budget Officer / Designee: *Andrew J. Hopkins* Date: **07/02/2026**

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: N/A - Exempt Date: _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Lease Agreement

Certificate of Insurance

Real Property Determination

**LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND DAISY LAY II, LLC**

This LEASE AGREEMENT (“Lease Agreement”) is made and entered into as of the date of the last signature (“Effective Date”), by and between the CITY OF SANTA FE, a municipal corporation (“City” or “Lessor”) and DAISY LAY II, LLC a New Mexico limited liability company (“Lessee”), collectively the “Parties”.

WHEREAS, Lessee owns and operates a restaurant currently known as the Ranch House located at 2571 Cristos Rd., Santa Fe, NM; and

WHEREAS, on January 28, 2012, the Parties entered into a lease agreement entitled Lease Agreement Between The City of Santa Fe and Daisy Lay II, LLC, further identified as Item #12-0041 (“2012 Lease”) for use of a portion of the City right-of-way within Camino Entrada, Santa Fe, NM; and

WHEREAS, under the terms of the 2012 Lease, Lessee developed the portion of City right-of-way for additional parking for patrons of Lessee’s adjoining restaurant; and

WHEREAS, the 2012 Lease terminated on January 27, 2022 and Lessee continued to use that certain portion of the City’s right-of-way in a month-to-month tenancy; and

WHEREAS, the City desires to continue leasing that certain portion of the City’s right-of-way located within Camino Entrada, Santa Fe, NM, and the Parties agreed to enter into this new lease in order to update the terms and conditions of the 2012 Lease.

WITNESSETH:

In consideration of Lessee’s promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, and develop the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, two portions of the City’s right-of-way totaling approximately 4,067 square feet located within the Camino Entrada right-of-way, Santa Fe, NM (“Premises”), identified as “Lease Area A” and “Lease Area B” as shown on **Exhibit A** of this Lease Agreement.

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. LEASE TERM

- a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of five (5) years with two (2) "Option Terms" of five (5) years each.
- b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and approval or denial of any Option Term shall be at Lessor's sole discretion. All terms, covenants and conditions of this Lease Agreement, excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.
- c. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may be continued as a month-to-month tenancy, and such tenancy shall continue until terminated by City or Lessee with at least a 30-day prior written notice of intent to terminate such tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable monthly, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

3. RENT

- a. Base Rent. Lessee shall pay first year **Monthly rent** of **\$692.28** which is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever; the total first year annual rent is \$8,104.68. Lessee shall make payments to; City of Santa Fe, Finance Department, Accounts Payable Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. ***Please include the Item #12-0041 on all payments.***
- b. Penalty for Late Rent Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.
- c. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the attached Rent Schedule.
- d. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as **Exhibit B**.

4. USE OF PREMISES

- a. Conditions of Use. Lessee shall use the Premises solely for the purpose of additional parking for Lessee's adjoining restaurant, subject to the following conditions:
- b. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make improvements to the Premises which are required to comply with the City

of Santa Fe Land Use Code, which includes the Historic District Development Rules, and other applicable local, state and federal regulations. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

- c. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.
- d. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ 10-7 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

- a. During the term of this Lease and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises.
- b. During the term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement.
- c. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.
- d. During the term of this Lease and any extension or renewal thereof, Lessee shall maintain the landscaping and plants between the building and the sidewalk or, where no sidewalk is adjacent to the Premises, the property boundary along the entire perimeter of the Premises.
- e. Lessee shall at all times During the term of this Lease and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by, including and not limited to, snow, ice, debris, mold and standing water.
- f. Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 herein.
- g. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, but is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly

cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

- h. Lessee shall require any contractor performing repairs or maintenance to comply with the insurance requirements in Article 9 (Insurance), below.

6. UTILITIES & SERVICES

Lessee, at Lessee's sole cost and expense, agrees to provide the following:

- a. Pest control services; and
- b. Snow removal services.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement without notice or application of Article 13 (Termination).

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

- a. Property Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement a Commercial Property policy with special form causes of loss (all-risks) coverage, including equipment breakdown causes of loss, with a limit of insurance sufficient to cover one hundred percent (100%) of the replacement cost of all of Lessee's Property and Business Income and Extra Expense coverage for a minimum of (12) months' loss of income. Lessee's Property includes, but is not limited to, their business personal property and trade fixtures. Coverage shall include any Lessee improvements and betterments, regardless of ownership. Lessee shall cause the City of Santa Fe to be named as a loss payee on such policy, as their interests may appear.
- b. Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and

CG 20 37 (completed operations). The policy shall contain an endorsement that the policy is primary on behalf of the additional insureds and any insurance or self-insurance maintained by the additional insureds shall not contribute with it.

- c. Workers' Compensation Insurance with statutory limits, and Employer's Liability insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 each employee bodily injury by disease, and \$1,000,000 policy limit bodily injury by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.
- d. Umbrella or Excess Liability insurance with limits not less than \$1,000,000 excess over the Commercial General Liability, Employer's Liability, and Automobile Liability policies. The City, its directors, officials, officers, employees, agents, and volunteers shall be included as additional insureds and a waiver of subrogation endorsement shall be provided in favor of the additional insureds.
- e. Additional Requirements
 - i. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. The policies of insurance required hereunder shall not be cancelled, non-renewed or materially altered in coverage without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

13. TERMINATION

- a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:
 - i. the breach;
 - ii. the action required to cure the breach;
 - iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
 - iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.
- b. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.
- c. Lessor may terminate this Lease Agreement with written notice to Lessee at least one hundred eighty (180) days prior to the termination date.
- d. At the termination of this Lease Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:
 - i. Deterioration caused through reasonable use and ordinary wear and tear;
 - ii. Alterations, improvements or conditions made with Lessor's written approval.

14. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor: City of Santa Fe
 Attn. City Manager
 P.O. Box 909
 Santa Fe, NM 87504

To Lessee: Daisy Lay, LLC
 Attn. Joshua Baum
 2571 Cristos Rd,
 Santa Fe, NM, 87507

With a copy to: City of Santa Fe
 Attn. Asset Development Manager
 P.O. Box 909
 Santa Fe, New Mexico 87504

15. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

16. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

17. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

18. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

20. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

21. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

22. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20____.

LESSOR: CITY OF SANTA FE

LESSEE: DAISY LAY, LLC

MICHAEL J. GARCIA, MAYOR

Joshua Baum
Joshua Baum (Jun 9, 2026 07:50:00 MDT)

JOSHUA BAUM, PARTNER

DATE: _____

DATE: Jun 9, 2026

ATTEST:

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Ruby Crews Jun 9, 2026
Ruby Crews (Jun 9, 2026 08:34:16 MDT)
RUBY A. CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR
Business Unit/Line Item 2122800.460150

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Exhibit A - Premises

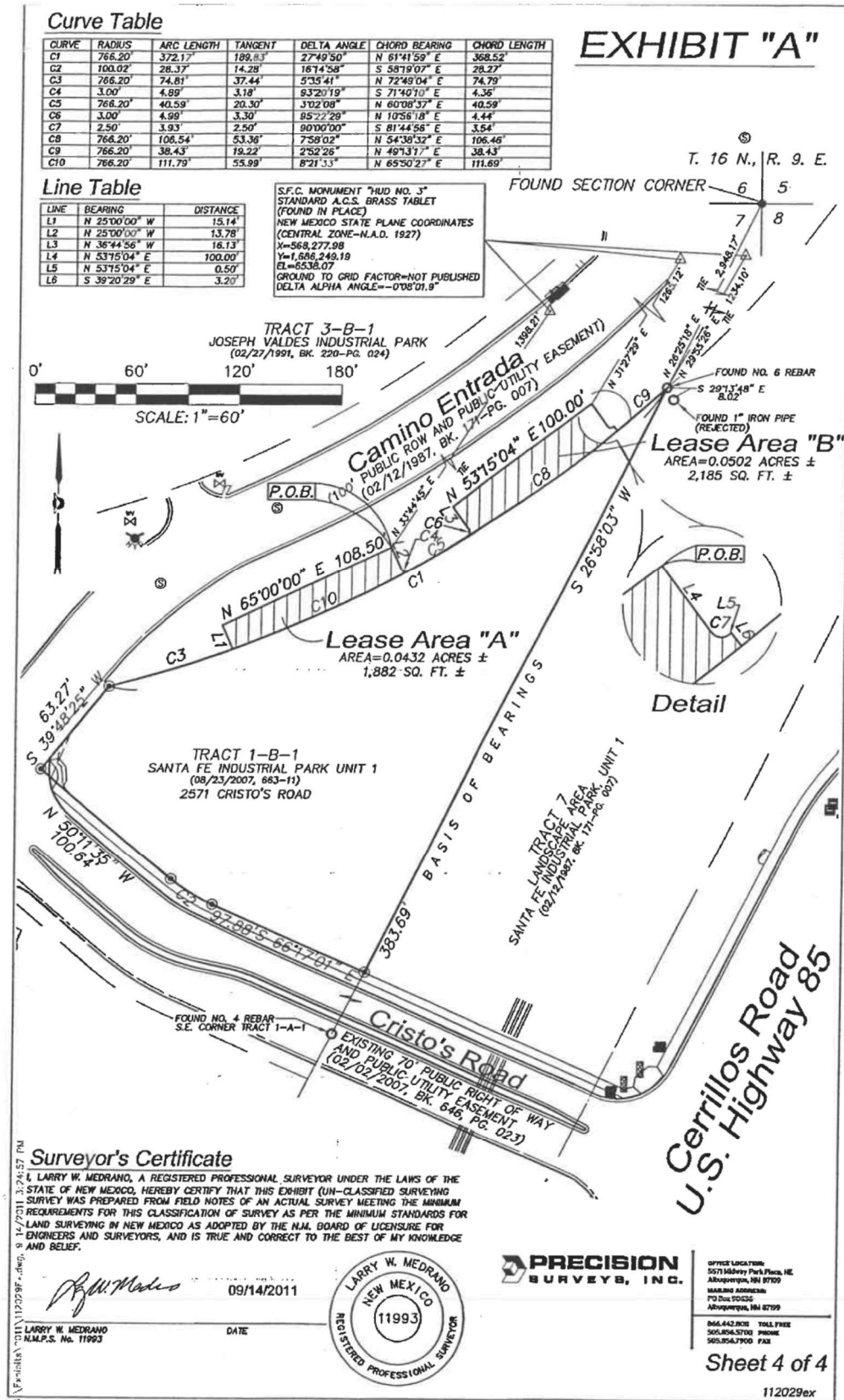


Exhibit B – Rent Schedule

Option Years	Year	Term Dates		LSF	Total Annual Rent	Escalation	Monthly Rent	Annual Cost per LSF
	1	5/1/2026	04/31/27	4,067.00	\$8,307.36		\$692.28	\$2.04
	2	5/1/2027	04/31/28	4,067.00	\$8,515.04	2.50%	\$709.59	\$2.09
	3	5/1/2028	04/31/29	4,067.00	\$8,727.92	2.50%	\$727.33	\$2.15
	4	5/1/2029	04/31/30	4,067.00	\$8,946.12	2.50%	\$745.51	\$2.20
	5	5/1/2030	04/31/31	4,067.00	\$9,169.77	2.50%	\$764.15	\$2.25
*	6	5/1/2031	04/31/32	4,067.00	\$9,399.02	2.50%	\$783.25	\$2.31
*	7	5/1/2032	04/31/33	4,067.00	\$9,633.99	2.50%	\$802.83	\$2.37
*	8	5/1/2033	04/31/34	4,067.00	\$9,874.84	2.50%	\$822.90	\$2.43
*	9	5/1/2034	04/31/35	4,067.00	\$10,121.71	2.50%	\$843.48	\$2.49
*	10	5/1/2035	04/31/36	4,067.00	\$10,374.75	2.50%	\$864.56	\$2.55
**	11	5/1/2036	04/31/37	4,067.00	\$10,634.12	2.50%	\$886.18	\$2.61
**	12	5/1/2037	04/31/38	4,067.00	\$10,899.98	2.50%	\$908.33	\$2.68
**	13	5/1/2038	04/31/39	4,067.00	\$11,172.48	2.50%	\$931.04	\$2.75
**	14	5/1/2039	04/31/40	4,067.00	\$11,451.79	2.50%	\$954.32	\$2.82
**	15	5/1/2040	04/31/41	4,067.00	\$11,738.08	2.50%	\$978.17	\$2.89
* = 1st Option Term, ** = 2nd Option Term								



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 400 Kiva Court Santa Fe NM 87505	CONTACT NAME: Violeta Pavon PHONE (A/C, No, Ext): 505-467-6213 E-MAIL ADDRESS: violeta_pavon@ajg.com FAX (A/C, No):
INSURED Daisy Lay LLC 2571 Cristos Road Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 30104

COVERAGES**CERTIFICATE NUMBER:** 587442163**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		34SBAAF5P6W	3/16/2026	3/16/2027	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Liquor liability \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leased parking/licensing agreement per Exhibit "A" on file.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe P O Box 909 Santa Fe NM 87504-0909 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Arthur J. Gallagher Risk Management Services, LLC
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Michael J. Garcia, Mayor

Dear City Staff,

The Chief Procurement Officer (CPO) must determine whether a **service** is classified as General, Professional, or Construction before a purchase involving services can proceed. This classification ensures that each procurement follows the correct path, including the appropriate procurement method, contract type and term, and insurance requirements.

To improve efficiency and reduce delays for routine service procurements, the Central Purchasing Division (CPD) has issued this Blanket Services Determination (Version 4). This document identifies common service types that have already been reviewed and classified by the CPO. If your scope of work clearly aligns with a listed service, you may rely on this document and do not need to request a separate service determination.

This document is issued in accordance with state statute and City ordinances and is valid through June 30, 2027, for service types that clearly fall within the established categories.

This document does not apply in all situations. A separate CPO determination is required if the scope of work is mixed or hybrid, unclear, unusual, design-build, or not specifically addressed in the categories below. In such cases, staff must request a determination by emailing purchasing_det@santafenm.gov at the outset of the procurement.

The intent of this service determination is to ensure that the correct procurement path is identified early. When that path requires vendor selection through a formal procurement (such as an ITB or RFP), departments must engage CPD during the initial needs and expectations-gathering phase and continue coordination through contract execution.

If you need assistance classifying a service, please contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Artwork installation
- Artwork transportation

General Services (continued):

- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.

General Services (continued):

- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Locksmith services
- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving

General Services (continued):

- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

Professional Services are listed on the following pages.

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Community Programming
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services

Professional Services (Continued):

- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors

Professional Services (Continued):

- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.
- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

Construction Services are listed on the following pages.

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Disclaimer and signatures listed on the next and final page.

Disclaimer – Scope of this Determination

This blanket *services*’ determination only covers **service type classifications**. It does **not** replace other determinations that must still be issued by the **CPO**. Staff must continue to obtain separate determinations, as applicable, for items such as:

- Procurement **Exemptions**
- **Emergency procurements**
- **Sole sources**
- **Use of existing contracts**
- **Use of cooperative agreements**
- **Multi-term contract** use and term length
- **Awarding multiple vendor contracts** from one solicitation
- **Other determinations or approvals** expressly required by the Procurement Code or the City’s Procurement Manual

If you are unsure whether another type of determination is required, or which type applies, please contact **Purchasing via email** purchasing@santafenm.gov or **Teams (link below)** for guidance before proceeding.

https://teams.microsoft.com/l/team/19%3A6JxaCDNvqv_5QJ4CIFauA2TeGLsKu-y614WgZjGIHNo1%40thread.tacv2/conversations?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/05/2026

Andrea Phillips, Interim Finance Director and Deputy City Manager


ANDREA PHILLIPS (Jun 5, 2026 16:26:44 MDT)

Date: 06/05/2026

Blanket Services Determination V4 FY26-FY27 Final

Final Audit Report

2026-06-05

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