

**LICENSE AGREEMENT  
FOR TEMPORARY PILOT USE OF WEST CASITAS FOR RAILCAR  
LOADING/UNLOADING ON CITY PROPERTY**

This LICENSE AGREEMENT (License), is made this 19th day of May, 2023 by and between the **CITY OF SANTA FE, a municipal corporation (City)**, and **SANTA FE SOUTHERN RAILWAY, INC., a New Mexico corporation (Licensee)**, (collectively, the Parties and each individually a Party).

**WITNESSETH:**

In consideration of Licensee's promises herein, City hereby gives the Licensee a License, revocable and terminable as hereinafter provided, to enter on, use and occupy the property of the City as provided herein.

**1. PREMISES.**

The City allows Licensee to use a portion of City-owned real property located within the Santa Fe Railyard, which included the area between the Bollard and Rail Line Corridor in the "West Casitas," which is an area located between Manhattan Avenue, Alcaldeza Street, and Market Street in the Santa Fe Railyard. More specifically, Licensee may use three 4'x6' areas between the Bollards for the purpose of loading and unloading passengers, subject to the terms and conditions of this License as specified herein and as approved in writing by the City's Facilities Division Director or their designee. The licensed portion of City-owned real property, which will be utilized for loading and unloading passengers in the West Casitas as shown on **Exhibit A** attached hereto and made a part of this License Agreement. The Premises are provided in an "as is" condition.

**2. TERM.**

This License shall commence on the date of last signature, below, and after payment of the license fee, and shall continue for a period until January 31, 2024, (the Term), unless otherwise terminated as provided herein. At the end of the Term, Licensee shall have one "Option Term" of twelve months. The Option Term is contingent upon compliance with this License and, if desired by Licensee, must be exercised by proper written notice by Licensee to the City at least 90-days prior to the expiration of the Term. Granting of the Option Term shall be at the City's sole discretion.

**3. LICENSE FEE.**

Prior to the commencement of the term, and prior to the commencement of the Option Term (if exercised by Licensee and consented to by the City), Licensee shall pay the City a "License Agreement Fee" of Five Hundred Dollars (\$500.00) per year.

**4. CONDITIONS OF USE.**

Licensee's use of the Premises shall at all times be in compliance with the provisions of this License including the following conditions of use:

A. Permitted Use. Use of the Premises is restricted to the temporary use of premises for loading and unloading of owners, employees, contractors, and patrons of the passenger railcars in tandem at the West Casitas as shown on **Exhibit A**. No other use of the Premises is allowed without the written consent of the City.

B. Water. Access to city water is included in this License. A connection point to a city water source is located adjacent to the northerly terminus of Track 4. Physical connection to the water source and any costs associated therewith are the sole responsibility of the Licensee, and will be billed monthly.

C. Electrical Power. Access to of electrical power is included in this License. A City-owned connection point in the form of an existing power cord connected to a 480-volt electrical power source is located adjacent to the northerly terminus of Tract 4. Physical connection to the electrical power source and any costs associated therewith are the sole responsibility of the Licensee. The electrical costs must be paid to NMRX.

D. Liquid Waste. Licensee shall arrange for the proper disposal of liquid waste (sewage) from its Railcars as necessary. Such disposal shall be performed in a lawful manner and any costs associated therewith are the sole responsibility of Licensee.

E. Solid Waste. Licensee shall, at all times during its use of the Premises, keep the Premises free of trash and debris emanating from its operations. Licensee shall bag and remove all solid waste generated from Licensee's operations at the Premises.

F. Signage. No exterior signage is allowed on the Premises except those signs that are attached to and a part of the Railcars.

G. Lighting. No exterior lighting is allowed on the Premises except those light fixtures that are attached to and a part of the Railcars or already on site.

H. Access & Detrainment. This License includes the right of Licensee and its agents, employees and passengers to access the Premises for the uses provided herein. Licensee shall not disturb or damage any adjacent City-owned property when accessing the Premises. Licensee's passengers shall detrain on the west side of the Premises. The City reserves the right to access the Premises or to restrict access to the Premises when, in its sole discretion, it deems necessary to do so to preserve or protect life or property.

I. Alcoholic Beverages. Licensee may serve alcoholic beverages inside its Railcars while they are parked at the Premises as allowed per Section 23-6.2(A) of the City's Municipal Code. Such alcoholic beverage service shall be provided only to Licensee's passengers and only in accordance with applicable federal, state and local laws and regulations. Under no circumstance shall Licensee allow its passengers, owners, employees, or guests to consume alcoholic beverages on the Premises outside of its Railcars.

J. Security. Licensee shall keep the Railcars secured against unauthorized entry during the License Period.

K. Code Compliance. Licensee's use of the Premises shall at all times be in compliance with all applicable Codes, Regulations, and Rules be they City, County, State, or Federal. This includes but is not limited to the City's Municipal Code, including but not limited to §10-2 SFCC 1987, the City's Noise Ordinance

L. Modification of City Property. The Licensee shall not make any modification to City property without providing the City a formal request that includes proper documentation prior to the alteration of any City property including but not limited to rails, railroad equipment, rail bed, post and cable fencing, hardscapes, and softscapes. Licensee shall provide City the request and documentation 30 days prior to the date Licensee needs approval. Any requested alterations shall not be performed prior to receiving written approval from the City. Licensee shall pay for all modifications and alterations. Licensee shall make all modifications required to ensure the functionality of its operations within the Railyard as well as to ensure the safety of its operations within the Railyard. Licensee shall pay for all modifications required for these purposes. No modifications made be made to City property without prior written consent from the City. Such written consent will require the Licensee to submit a formal proposal for any modifications. The

City may require at its sole discretion detailed plans and specifications for modifications that may include but is not limited to stamped Engineer, Architect, or Landscape Architectural plans.

M. Assurance of Non-Impediment. The Licensee shall not cause an impediment to vehicular or pedestrian traffic within the Railyard. This includes but is not limited to parking trains in a location that blocks a street or pedestrian crossing or in a location that triggers crossing guards or other safety equipment. Licensee may block Manhattan Avenue for no longer than 15-minutes for both assembling and disassembling its Consists.

N. Graphic Documentation of Loading and Unloading Operations. The Licensee shall provide the City a graphic document that explicitly details where the loading and unloading operations will take place anywhere outside of Platform #1 in the Railyard. This documentation must be received prior to any loading and unloading activity takes place.

O. Bollards and Cables. Licensee and Licensor acknowledge that the bollard cable fence has already been altered to create 4 entry points for loading and unloading, and no further alterations of the bollard cable fence will be done by Licensee unless such alterations are approved by the City in accordance with this License, and Licensee shall pay for any such further alterations.

P. Detailed Schedule. Although the City does not have the right to approve Licensee's schedule, Licensee shall provide the City with a detailed and accurate schedule of its operations, understanding that the schedule is always subject to change. If the City has a permitted event or construction that is taking place in its infrastructure that will be affected by Licensee's schedule, then the City has the right to deny Licensee the right to use the Premises to the extent that the conflict exists.

Q. Development of a Long-Term Operations Strategy. The Licensee shall actively work with the City to develop a long-term operations strategy for the integration of the Licensee's operations into the Railyard, including the development by the City, at the City's cost, of a new platform to be built within the Santa Fe Railyard.

R. Repairs and Maintenance. Licensee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Licensee 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 License that are a result of Licensee's use of the Premises. It is understood that Licensee's use of the Premises is non-exclusive, and Licensee does not assume responsibility for the use by others of the Premises. Repairs and replacements required to be made by the Licensee 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.

S. Safety. Safety is the most important railyard operational issue, and it is of particular concern in the Santa Fe Railyard. Licensee understands that it is operating in a Pedestrian Oriented civic space that is host to events, activities, and pedestrian traffic. Licensee accepts the responsibilities associated with operating an Excursion Train Operation in such an environment and shall be responsible for taking all measures that a reasonably prudent railroad operator would take to ensure the safety of the public from its trains while the trains are within the Santa Fe Railyard. At a minimum, in order to operate trains in the Santa Fe Railyard, FRA Class One operating standards must be met. This is the minimum classification for operating and maintaining passenger, or commuter rail trains. Licensee shall ensure that its operations meet all relevant safety standards. Licensor may reasonably request additional safety precautions be met by Licensee as circumstances and conditions arise.

T. Duty to Report. Licensee shall report all safety issues, near misses, operational issues, and reports or complaints received from any citizen, employee, or government entity.

U. Requests for Modification of Premises. Licensee may submit written requests to Licensor for the temporary modification of the Premises. Such modifications shall be made at the Licensor's sole discretion and are only valid upon the issuance of a signed approval letter from the assigned City Representative.

## **5. TERMINATION.**

A. Failure to Comply. Failure of Licensee to comply with conditions of use of the Premises as provided herein shall be deemed a breach of this License. The City will provide written notice of a breach. Licensee shall have:

1. 48 hours to cure the breach if it is for a safety issue;
2. 5 days to cure the breach, if it for an issue of impediment to operations within the Railyard;
3. 15 days to cure the breach, if it is for a repair or maintenance issue; and
4. 30 days to cure the breach for any other reason.

If the breach is not cured it shall constitute grounds for immediate termination of this License by the City. If the License is terminated, the Licensee shall: (a) peaceably and promptly surrender the Premises on the termination date specified in the written notice, (b) remove all property placed on the Premises by Licensee, and (c) if requested by the City to restore the Premises to its original state at the time of Licensee's entry thereon.

B. Termination by Licensee. Licensee may terminate this License at any time upon thirty (30) days written notice to the City. Upon termination of this License by either party, there shall be no refund of the license fee or any portion thereof.

## **6. NO INTEREST CREATED.**

Licensee acknowledges that no interest or estate of any kind whatsoever in the Premises is conveyed by this License or by occupancy or use of the Premises pursuant to the License. This License shall not be assigned by Licensee.

## **7. INSURANCE.**

A. Comprehensive General Liability. Licensee, at its own cost and expense shall carry and maintain in full force and effect during the term of this License, comprehensive general liability insurance covering bodily injury, personal and advertising injury, and property damage liability. Such insurance shall be in a form and with an insurance company acceptable to the City with limits of not less than of \$5,000,000 per occurrence and \$5,000,000 in the aggregate against claims for which the City could be held liable under the New Mexico Tort Claims Act. Such insurance shall include broad form contractual liability coverage and be endorsed to provide that the City, Santa Fe Conservation Trust, Santa Fe Railyard Community Corporation, and the directors, officials, officers, employees and agents for those entities are named as an additional insured for Licensee's operations hereunder. City will be notified in writing within ten (10) days of cancellation of such insurance for any reason. Licensee shall furnish the City with a "Certificate of Insurance" and applicable endorsements prior to the City's issuance of this License.

B. Business Automobile Liability insurance. Licensee shall have Business Automobile Liability Insurance, which should be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with Licensee's operations to be performed under this Agreement. The City, its directors, officials, officers, employees and agents shall be included an additional insureds.

C. Workers' Compensation Insurance and Employer's Liability Insurance. Workers' Compensation Insurance shall be within statutory limits, and Employer's Liability insurance shall be with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, and agents.

D. Liquor Liability. Licensee shall obtain a liquor liability insurance policy with liability limits in amounts no less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Such insurance shall provide that the City is named as an additional insured and the City is notified no less than thirty (30) days in advance of cancellation for any reason. The Licensee shall provide the City with evidence of its compliance with this requirement as a condition prior to performing services.

E. Provisions Applicable to All Insurance Requirements.

(a). Acceptability of Insurers. Unless otherwise reviewed and accepted by the City, all required insurance shall be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in the State of New Mexico, or approved by the Surplus Lines Association.

(b) Verification of Coverage. Licensee shall furnish the City with certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the City before Licensee performance under this agreement. Acceptance of Licensee's Certificates of Insurance does not relieve Licensee of the insurance requirements, nor decrease the liability of Licensee under this Agreement. It is Licensee's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the City to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy the City, in this or any regard.

(c). Primary and Noncontributory. The insurance required to be maintained by Licensee shall be primary and any insurance or self-insurance maintained by the City shall not be required to contribute to it.

(d) Umbrella or Excess Insurance. Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured. Such Umbrella or Excess policy(ies) shall be endorsed to include the City, its directors, officials, officers, employees, and agents as additional insureds.

(e). Waiver of Subrogation. Licensee shall obtain waiver of subrogation endorsements stating that Licensee and its insurers waive any and all rights of recovery against the City, its directors, officials, officers, employees, and agents.

8. INDEMNIFICATION.

Licensee shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand arising out Licensee's use of the Premises, and/or the City's issuance of this License.

9. NEW MEXICO TORT CLAIMS ACT.

Any liability incurred by the City of Santa Fe in connection with this License 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.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals as of this  
19th day of May, 2023.

CITY OF SANTA FE

John Blair

John Blair (May 19, 2023 15:12 MDT)

JOHN BLAIR, CITY MANAGER

ATTEST:

Geralyn Cardenas  
Geralyn Cardenas (May 19, 2023 15:14 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK *XIV*

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Erin K. McSherry  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Emily K. Oster  
Emily K. Oster (May 17, 2023 23:32 MDT)

EMILY K OSTER, FINANCE DIRECTOR

21117.460150 AH

BUSINESS UNIT/LINE ITEM

Munis 2122800

LICENSEE:  
SANTA FE SOUTHERN RAILWAY

By

## ACKNOWLEDGEMENT

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as on behalf of Santa Fe Southern Railway.

My Commission Expires: \_\_\_\_\_  
(Seal)

Notary Public

**Exhibit A**  
**“West Casitas” Area**





The “West Casitas” is an area, shown above outlined in red, located between the Bollards and the Rail Line Corridor, bounded by Manhattan Avenue, Alcaldeza Street, and Market Street, in the Santa Fe Railyard.



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** May 5, 2023

**TO:** John Blair, City Manager

**VIA:** Regina Wheeler, Public Works Department Director  
Sam Burnett, Facilities Division Director

**FROM:** Tim Farrell, Property Development Manager

---

### ACTION:

Request for approval of a License Agreement between Santa Fe Southern Railway and the City of Santa Fe for Temporary Pilot Use of the West Casitas for Sky Rail Santa Fe's loading and unloading of their Excursion Rail Operation; Tim Farrell, Property Development Manager, [tgfarrell@santafenm.gov](mailto:tgfarrell@santafenm.gov), 505-490-1659.

### BACKGROUND AND SUMMARY:

The Santa Fe Southern Railway (SFSR) operates an excursion train known as Sky Rail Santa Fe (Sky) which runs between the Santa Fe Railyard and the Lamy NM Depot. Currently, the only platform within the Railyard to accommodate loading and unloading of passengers is Platform #1 which is located at the Santa Fe Train Depot building and is the same platform utilized by the Rail Runner. SFSR has historical rights for the use of Platform #1. However, with conflicting schedules between Sky and the Rail Runner on Platform #1, it is difficult for Sky to operate their desired excursion train schedule.

A previous License Agreement between SFSR and the City, that provided Sky with the temporary use of the West Casitas location for one year expired on January 12, 2023. See map below. During that temporary lease, some issues were encountered with balancing SFSR's operation of the Sky train with the multiple uses in the north Railyard including the Rail Runner, The Farmers Market, The Saturday Art Market on West Casitas, concerts, and events. During Sky's boarding and debarking of passengers, there are approximately 15-minute periods when gate arms are down and blocking traffic crossings Manhattan or Alcasteda, Streets, along with noise and fumes from the idling diesel locomotive. The main concerns here are emergency vehicle access to the Railyard and air quality impacts affecting businesses and visitors' wellbeing. This new license to temporarily utilize West Casitas has additional language in Sections 4J, 4K, 4S, and Section 5 which clarify SFSR's responsibilities for operations, safety, and security within the Railyard.

Current and future solutions to the issues above are as follows.

1. Sky has arranged the majority of their 2023 trains to use the Depot platform #1 (shared with the Rail Runner). Since this platform's length and location avoids triggering sensors

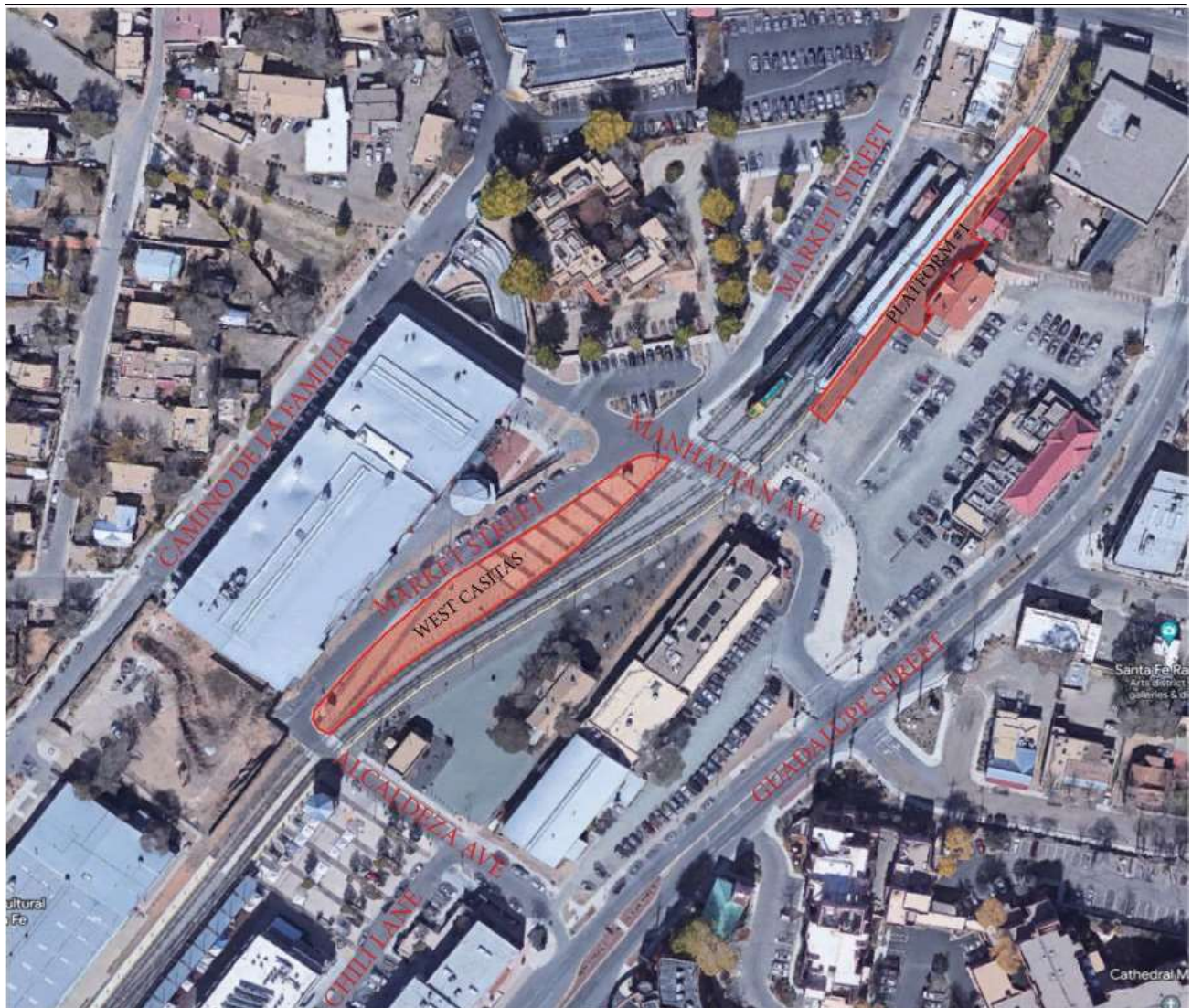


and is away from pedestrians, this eliminates the issues of streets being blocked by down gates, noise and exhaust affecting air quality.

2. Sky's train schedule for boarding/deboarding at West Casitas, during concert and event times, has been limited by the new License Agreement. This will address some of the emergency access, noise and air quality issues which are most dangerous and undesirable when the Railyard is full of people, pedestrians and families for events.
3. Stakeholder meetings and technical evaluation are underway to assess the feasibility of constructing a safe and functional platform at West Casitas that would solve the operating safety and interference issues experienced last year. There are issues of encroachment on the Plaza, ability to support special events, roadway design and traffic flow, pedestrian safety, etc.

#### **ATTACHMENTS:**

Renewal License





## City of Santa Fe

Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** INTERNATIONAL FOLK ART ALLIANCE  
DBA: INTERNATIONAL FOLK ART  
ALLIANCE

**Business Location:** 620 CERRILLOS RD  
SANTA FE, NM 87501

**CRS Number:** 03082471000

**Owner:** INTERNATIONAL FOLK ART ALLIANCE

**License Number:** 105913

**License Type:** Business License - Renewable

**Issued Date:** February 23, 2023

**Classification:** Business Registration - Standard

**Expiration Date:** February 23, 2024

**Fees Paid:** \$35.00

INTERNATIONAL FOLK ART ALLIANCE  
620 CERRILLOS RD  
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2023

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).

<b>PRODUCER</b> Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive  Santa Fe NM 87505	<b>CONTACT NAME:</b> Michael Latting <b>PHONE (A/C, No. Ext):</b> (505) 982-4302 <b>FAX (A/C, No):</b> (505) 989-9186 <b>E-MAIL ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance <b>INSURER B:</b> New Mexico Premier Insurance C <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> International Folk Art Alliance, Inc dba IFAA  620 Cerrillos Rd  Santa Fe NM 87505	<b>NAIC #</b> 18058 13675

**COVERAGES****CERTIFICATE NUMBER:** Cert ID 35314**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PHPK2467649	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2467649	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB833539	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	88606.108	11/01/2022	11/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
						\$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVENT: Rental of property located at 1614 Paseo de Peralta, July 3-11, 2023.

Additional insured

Santa Fe Railyard Community Corporation 322 Read Street Santa Fe, New Mexico 87501 &amp; City of Santa Fe PO Box 909 Santa Fe, New Mexico 87504-0909 &amp; Santa Fe Conservation Trust PO Box 23985 Santa Fe, New Mexico 87502-3985

**CERTIFICATE HOLDER****CANCELLATION**The City of Santa Fe, Santa Fe Conservation Trust,  
Santa Fe Railyard Community Corporation1614 Paseo de Peralta  
Santa Fe NM 87501

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # \_\_\_\_\_

Contractor: International Folk Art Market

Description: **License Agreement between iFam and COSF for temporary use of the ground floor of Warehouse 21.**

Contract ☐ Agreement ☐ Lease / Rent ☒ Amendment ☐

Term Start Date: 7/3/2023 Term End Date: 7/11/2023

☐ Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**COSF permits use of the ground floor of Warehouse 21 to iFam during their annual market event.**

3. Procurement History: \_\_\_\_\_

*[Signature]*

Purchasing Officer Review: \_\_\_\_\_

May 12, 2023

Date: \_\_\_\_\_

Comment & Exceptions: No procurement. Property lease

4. Funding Source: N/A Org / Object: \_\_\_\_\_

*Andy Hopkins*

Andy Hopkins May 12, 2023 15:19 MDT

Budget Officer Approval: \_\_\_\_\_

May 12, 2023

Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Tim Farrell Phone # 505-490-4659

Email: tgfarrell@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_





## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: International Folk Art Market

Procurement Title: \_\_\_\_\_

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Works/Facilities Div Staff Name Tim Farrell

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

<u>Tim Farrell</u>	Property Development Manager	4/28/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	May 12, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.











# Memo\_Railyard\_2023 License Agreement with Santa Fe Southern.Sky Rail 5.1.23

Final Audit Report

2023-05-08

Created:	2023-05-05
By:	Denise Gabaldon (rdgabaldon@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZ1de0TXR-JZWSXjBvPokaqSRo57BuYyY

## "Memo\_Railyard\_2023 License Agreement with Santa Fe Southern.Sky Rail 5.1.23" History

-  Document created by Denise Gabaldon (rdgabaldon@ci.santa-fe.nm.us)  
2023-05-05 - 9:49:05 PM GMT
-  Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature  
2023-05-05 - 9:49:33 PM GMT
-  Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)  
2023-05-07 - 10:37:07 PM GMT
-  Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)  
Signature Date: 2023-05-07 - 10:39:55 PM GMT - Time Source: server
-  Document emailed to Sam Burnett (jsburnett@ci.santa-fe.nm.us) for signature  
2023-05-07 - 10:39:56 PM GMT
-  Email viewed by Sam Burnett (jsburnett@ci.santa-fe.nm.us)  
2023-05-08 - 12:10:15 PM GMT
-  Document e-signed by Sam Burnett (jsburnett@ci.santa-fe.nm.us)  
Signature Date: 2023-05-08 - 12:10:48 PM GMT - Time Source: server
-  Document emailed to Regina Wheeler (rawheeler@ci.santa-fe.nm.us) for signature  
2023-05-08 - 12:10:49 PM GMT
-  Email viewed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)  
2023-05-08 - 2:47:39 PM GMT
-  Document e-signed by Regina Wheeler (rawheeler@ci.santa-fe.nm.us)  
Signature Date: 2023-05-08 - 2:48:04 PM GMT - Time Source: server



✔ Agreement completed.

2023-05-08 - 2:48:04 PM GMT











# 23-0239 Santa Fe Southern Railway, LLC CM PW FACILITIES

Final Audit Report

2023-05-19

Created:	2023-05-15
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADaP3UIYGqAZIE4MZL-Y3yE60IOzOZ24I

## "23-0239 Santa Fe Southern Railway, LLC CM PW FACILITIES" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-05-15 - 8:57:19 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-05-15 - 8:58:39 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-05-18 - 5:30:18 AM GMT- IP address: 104.47.64.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-05-18 - 5:32:11 AM GMT- IP address: 69.254.154.77
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-05-18 - 5:32:13 AM GMT - Time Source: server- IP address: 69.254.154.77
-  Document emailed to jwblair@santafenm.gov for signature  
2023-05-18 - 5:32:14 AM GMT
-  Email viewed by jwblair@santafenm.gov  
2023-05-19 - 9:11:58 PM GMT- IP address: 76.113.49.66
-  Signer jwblair@santafenm.gov entered name at signing as John Blair  
2023-05-19 - 9:12:57 PM GMT- IP address: 76.113.49.66
-  Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2023-05-19 - 9:12:59 PM GMT - Time Source: server- IP address: 76.113.49.66
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature  
2023-05-19 - 9:13:06 PM GMT

 Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)

2023-05-19 - 9:14:26 PM GMT- IP address: 104.47.65.254

 Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)

Signature Date: 2023-05-19 - 9:14:52 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-05-19 - 9:14:52 PM GMT