



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

DATE: May 1, 2024

TO: John Blair, City Manager

FROM: Terry Lease, Asset Development Manager, Office of Economic Development TL
Nina Nguyen, Asset Development Associate, Office of Economic Development NN

VIA: Johanna Nelson, Director, Office of Economic Development JN

Re: Approval of Lease Agreement Between the City of Santa Fe and Tres Colores, LLC

ITEM AND ISSUE:

The attached lease agreement between the City of Santa Fe (“City”) and Tres Colores, LLC (“Lessee”), if approved, will allow Lessee to utilize certain areas of City land and right-of-way in front of their establishment for outdoor dining.

BACKGROUND AND SUMMARY:

Lessee would like to lease certain areas of City land and a portion of the City right-of-way on Lincoln Avenue adjacent to 101 West Marcy Street, Santa Fe, NM. The area between the building and sidewalk measures 2’ x 20’, the area between the sidewalk and curb measures 6’ x 35’, and the parklet area in Lincoln Avenue measures 10’ x 28.5’, for a total area of 535 square feet. They would like to use the area for outdoor seating. Lessee will pay rent at the monthly rate of \$579.58, which will increase by 2.5% each year.

ACTION REQUESTED: The Office of Economic Development respectfully requests your review and approval of Lease Agreement Between the City of Santa Fe and Tres Colores, LLC.

ATTACHMENTS:

Lease Agreement
Summary of Contracts

**LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND TRES COLORES, 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 TRES COLORES RESTAURANT, LLC, a New Mexico limited liability company (“Lessee”), collectively the “Parties.”

WHEREAS, as a result of the COVID-19 pandemic, increased outdoor seating at restaurants became a strategy for social distancing and economic survival; and

WHEREAS, the City recognizes the popularity of the outdoor dining areas and the positive effect they have on the economic viability of local restaurants; and

WHEREAS, restaurants that desire to use City sidewalks, streets, rights-of-way, or other specified property as outdoor patio expansions and dining areas may only do so after entering into lease agreements with the City; and

WHEREAS, the City supports tourism and the Santa Fe restaurant industry and may permit the use of some outdoor dining areas through lease agreements with local restaurants.

WITNESSETH:

In consideration of the 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 outdoor dining areas.

1. PREMISES

Lessor allows Lessee to use, occupy and develop, subject to the terms and conditions of this Lease Agreement, certain areas of land on the City right-of-way known as Lincoln Ave adjacent to 101 West Marcy Street, Santa Fe NM. The area between the building and sidewalk measures 2’x20,’ the area between sidewalk and curb measures 6’x35’ and the parklet area in Lincoln Avenue measures 10’x28.5’ (collectively the “Premises”), as shown on **Exhibit A** of this Lease Agreement. The total area of the Premises is 535 square feet.

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. The Parties agree that the Lessor may reduce the size of the Premises to meet fire safety requirements as addressed in Section 4 (Use of Premises) below.

2. LEASE TERM

The 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 two (2) years with two (2) additional "Option Terms" of one (1) year each, for a total possible term of four (4) years.

Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and requires proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term. Optional Terms may be accepted or denied at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

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:

- A. Deterioration caused through reasonable use and ordinary wear and tear;
- B. Alterations, improvements, or conditions made with Lessor's written approval;

3. RENT

A. **Base Rent.** Lessee shall pay Annual Base Rent in the amount of \$6,955.00 (\$13.00/sq.ft.). Monthly Rent of \$579.58 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. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. **Optional Terms Rent.** Lessor, at Lessor's sole discretion, may adjust Base Rent based on the following:

- i. Loss of parking space meter income; or
- ii. Consumer Price Index, All Urban Consumers, U.S. Cities Average as published by the United States Department of Labor's Bureau of Labor Statistics.

C. **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.

4. USE OF PREMISES

A. **Conditions of Use.** Lessee shall use the Premises solely for the specific purpose of constructing and operating an outdoor dining area as an extension of the existing restaurant located at 101 West Marcy Street, Santa Fe NM. Lessee must at all times have the Premises covered by insurance and included in its liquor license, if liquor is served.

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. All improvements shall comply with the City of Santa Fe Land Development Code and applicable building codes, which includes, but is not limited to the Historic Districts Code and requirements (See **Exhibit B** for excerpt), archeological clearance permits, Zoning, Building, Terrain Management, drainage and Accessibility regulations, and other applicable local, state, and federal regulations. In advance of its use by Lessee, the Premises shall be reviewed, inspected and approved by the City of Santa Fe Land Use Department, Historic Preservation Division, Inspections & Enforcement Division, Engineering Division, Fire Department and State Construction Industries Division (as applicable). Fire related requirements include, and are not limited to, the following:

- i. Improvements shall be constructed to allow unobstructed access thru or around the Premises to access adjacent structures.
- ii. Improvements, whenever possible, shall be made of fire retardant materials.
- iii. The street adjacent to the Premises must at all times maintain a 20'-26' wide fire apparatus access road, with the exact width required based on building height.

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 must remove the same upon termination of this Lease Agreement, provided that removal shall be accomplished 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, Lessee shall pay Lessor for the cost of such removal and disposal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. 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. 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. The lessee shall maintain the landscaping and plants on the Premises.

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 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 11 herein.

E. 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.

F. Impediment of Traffic. *Lessee, and Lessee's operations, shall at no time impede pedestrian or vehicular traffic on sidewalks or public rights-of-way.* Upon verbal or written notice by Lessor, or Lessor's employees or agents, Lessee shall immediately remove such impediments. In the event Lessee fails to remove impediments at a standard acceptable to Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement immediately in accordance with Section 11 herein.

5. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of Lessee.

6. 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.

7. 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 shall immediately terminate this Lease Agreement.

8. 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 "Special Form" (aka All-Risks) property insurance for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged. Lessee shall cause the City of Santa Fe to be named as Loss Payee as their interests may appear on such policy of insurance.

B. Commercial General Liability/Liquor Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, which shall be written on an occurrence basis covering bodily injury, personal and advertising injury, and property damage, with an insurance company with an A.M. Best rating of not less than A- VII. Said policy shall have limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate and shall include blanket contractual liability coverage. Said policy shall include coverage for Liquor Liability or such coverage may be maintained on a separate policy with limits not less than those specified above. Lessee shall cause the City of Santa Fe, its officials, officers, employees, and agents to be named as an additional insured on such policy(ies) of insurance with coverage as broad as ISO form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).

C. Workers' Compensation and Employer's Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises, and Employer's Liability coverage with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by disease. The workers' compensation policy shall be endorsed with a waiver of subrogation for the benefit of the City of Santa Fe.

D. Contractor/Subcontractor Insurance. Lessee shall cause all contractors/subcontractors it engages to perform work pursuant to this Lease to maintain appropriate insurance, including, but not limited to Workers' Compensation/Employer's Liability and Commercial General Liability insurance in a form and with limits appropriate for the work being performed, The Commercial General Liability limits for such contractors/subcontractors shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate with coverage as broad as ISO form CG 00 01. Contractors/subcontractors' Commercial General Liability insurance shall include the City of Santa Fe, its officials, officers, employees, and agents to be named as an additional insured with coverage as broad as ISO form CG 20 10 (ongoing operations) and CG 20 37 (completed operations). The Workers' Compensation policy(ies) shall contain a waiver of subrogation in favor of the City. It is the obligation of Lessee to obtain and maintain records of its contractors'/subcontractors' insurance coverages. The records contained in these contractor/subcontractor insurance records shall be made available to the City immediately upon request.

E. 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. No policy required to be maintained by Lessee hereunder shall be terminated, non-renewed or materially reduced in coverage without thirty (30) days prior written notice to the Lessor by Lessee.

F. Primary and Noncontributory. The insurance required to be maintained by Lessee shall be primary with respect to all claims, liabilities, and losses arising out of Lessee's use and occupancy of the Premises and any insurance or self-insurance maintained by the City shall be excess only.

G. 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.

H. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Lessee hereunder.

I. Severability of Interest (Cross Liability). A severability of interest provision must apply for the additional insureds, ensuring that Lessee's insurance shall apply separately to

each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

9. 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 any contiguous sidewalk or public right of way which Lessee is exercising control over in conjunction with Lessee's use of the Premises hereunder, including use of the Premises and contiguous areas 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.

10. 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.

11. 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 for any reason with written notice to Lessor at least thirty (30) days prior to the termination date.

C. **Impediment of Traffic.** In the event Lessee fails to remove impediments of traffic as provided for in Section 4 above, this Lease Agreement shall terminate immediately, and Lessee shall immediately remove all improvements and trade fixtures and shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement. In the event Lessee fails to remove impediments at a standard acceptable to Lessor, as determined in Lessor's sole discretion, Lessor may remove said improvements and trade fixtures and Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

12. 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 Manager
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504

To Lessee:
Victor Hugo Sena
Tres Colores Restaurant, LLC
101 W. Marcy Street, Suite 204B
Santa Fe, NM 87505

Copy to:
Asset Development Manager
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. AMENDMENT

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

21. SECURITY DEPOSIT

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply, or retain all or any portion of said Security Deposit for the payment of any amount due City, or to reimburse or compensate City for any liability, expense, loss, or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from City, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, City shall have the right to increase the Security Deposit to the extent necessary, in City's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such

change the financial condition of Lessee is, in City's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest, or to be prepayment for any monies to be paid by Lessee under this Lease Agreement

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this
28th day of May, 2024.

LESSOR: CITY OF SANTA FE

LESSEE: TRES COLORES RESTAURANT, LLC

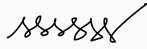
John Blair
John Blair (May 24, 2024 11:47 MDT)
JOHN BLAIR, CITY MANAGER


VICTOR HUGO SENA, MANAGER

DATE: May 24, 2024

DATE: 5/24/24

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK
XIV

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Patricia Feghali
Patricia Feghali (Apr 25, 2024 08:05 MDT)
ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

Emily K. Oster
EMILY K. OSTER, FINANCE DIRECTOR
Business Unit/Line Item 2122800.460350

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EXHIBIT "A"

Premises depicted in green

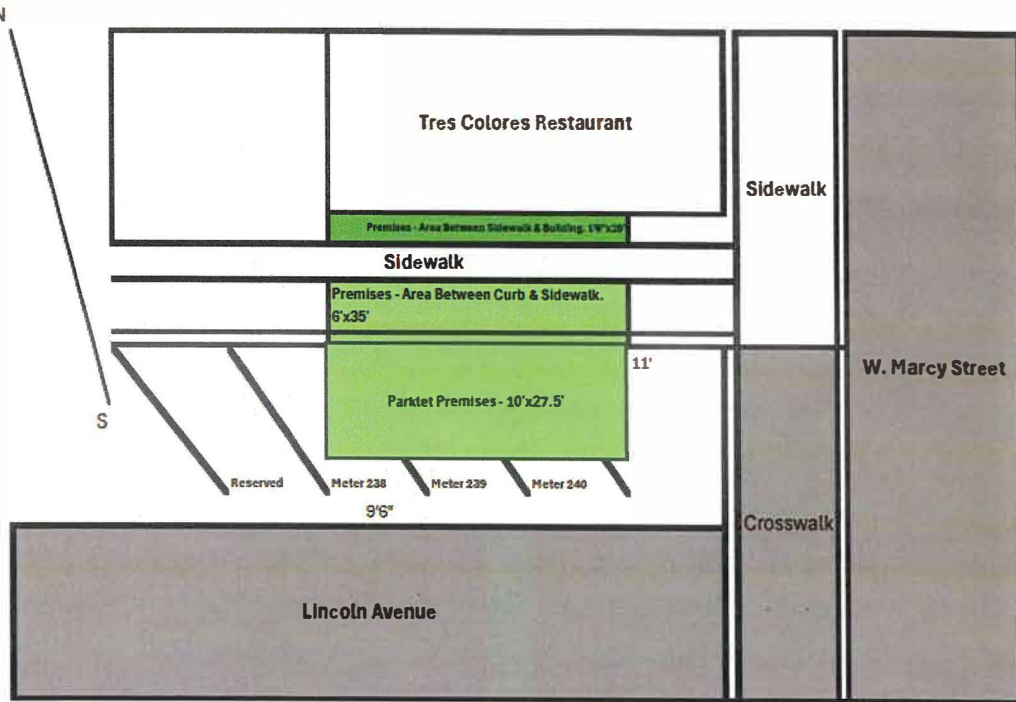


EXHIBIT "B"

SUGGESTED WALL AND FENCE GUIDELINES IN THE SANTA FE HISTORIC DISTRICT

Purpose and Intent: These guidelines are offered to promote continuity and harmony of design elements that comprise streetscape in the Santa Fe Historic Districts, including, but not limited to walls, fences, openspace and landscaping and their connectivity to the primary structure(s) on the property and the physical character of the street or public façade of the property.

SCALE:

Walls should not extend for more than 50 feet in a single, horizontal plane without a plane change of at least one-foot.

Wall heights should modulate a minimum of 8" at least every 25'.

Walls should include openings such as gates, windows and nichos at appropriate intervals.

Walls and fences of 4' or less should not be regulated by the H-Dist. regulations. (This would encourage construction of lower privacy walls that still provide for a viewshed into the property.)

Wall heights should be carefully regulated by the HDRB standards as calculable for the particular streetscapes; and should be restricted so as not to increase the allowable height for the streetscape by more than 20%.

Solid fences should be stepped back and modulated the same as walls.

Fences with fenestration, such as coyote fences, may continue in an unrestricted horizontal distance at the same height and in the same horizontal plane.

SETBACK:

Unfenestrated walls and fences (eg. Cedar stake, ponderosa slat) should setback from the front property line an average of 1 foot for every 10 feet of horizontal length of the wall. This could be accomplished in a single plane or with stepbacks as outlined above.

Open fences (eg. Wire and post, picket) or fenestrated fences (eg. Coyote) may be constructed without setback at the front property line.

Walls with openings comprising 20% of the surface area of a single plane may be constructed at the property line.

Side or rear walls or fences may be constructed to the property line without setback as per existing City code.

Walls or fences within existing compounds should be restricted to privacy barriers to enclose courtyards, parking and private areas; and should be connected to and not extend more than 25' from the structure. This will help maintain the traditional character of existing compounds.

MATERIAL, TEXTURE AND COLOR:

Walls should be predominantly of the same material, texture and color as the main structure(s) to be located on the property, or may be of material indigenous or traditional for the area such as river rock, limestone, flagstone or slate.

Fences should be material, texture and color of fences typical of the existing streetscape or design vernacular if applicable to a particular H-District, subdistrict or townscape.

GATES:

Gates should be permitted only at entrances to private driveways or compounds.

Gating of subdivisions or other large-scale developments should be prohibited.

Gates should be designed to complement the wall or fence treatment containing them with respect to scale, height, material, texture and color. Fenestrated gates should be encouraged as opposed to solid gates.

LANDSCAPING (Suggested Options)

Walls and fences in excess of 50' in length should install landscaping along the exterior façade within the suggested setback or stepback.

Landscaping on top of or over a wall should be encouraged to increase the height of screening.

Terracing of walls is to be encouraged. The calculable height of the wall may be increased up to 25% if terracing is included in the design.

Terraces should be landscaped.

The use of native, drought resistant plant material is encouraged in all wall, fence or terrace landscaping.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Tres Colores, LLC**

Description: **Lease Agreement between the City of Santa Fe and Tres Colores, LLC**

Contract Agreement Lease / Rent Amendment

Term Start Date: _____ Term End Date: **2 years**

Approved by Council Date: _____

Contract / Lease: Lease Agreement

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)
Tres Colores will be leasing City land and right-of-way, plus 3 parking spaces on Lincoln Avenue for outdoor dining.

3. Procurement History: **Leases are exempt from procurement**

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: _____ Org / Object: **2122800.460350**

Andy Hopkins

May 2, 2024

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: **Nina A. Nguyen** *NAN* Phone # **(505) 819-1870**

Email: **nanguyen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

COMMERCIAL LIABILITY UMBRELLA PROGRAM INSURANCE PROPOSAL



PREPARED FOR:
TRES COLORES RESTAURANT, LLC
101 W MARCY ST
SANTA FE, NM 87501

PREPARED AND PRESENTED BY:
HUB INTERNATIONAL INS SERVICES(SANTA FE)
P O Box 5080
SANTA FE, NM 87502

QUOTE DATE: 04/23/2024
QUOTE NUMBER: QU19441902-1
PROPOSED EFFECTIVE DATES: 04/19/2024 - 08/15/2024
WRITING COMPANY: Mountain States Indemnity Company

Thank you for choosing the Donegal Insurance Group for your insurance needs. The premium quotation included in this proposal is valid for thirty (30) days from the Quote Date shown above.

About The Donegal Insurance Group

The Donegal Insurance Group is a regional property and casualty insurance group offering a broad line of property and casualty insurance products actively conducting business through its insurance affiliates in the Mid-Atlantic, Southeast, Southwest and Midwest states. Our strong financial foundation and successful operating strategies have earned our group a rating of "A" (Excellent) by the A.M. Best Company, the nation's leading rating organization. For more information on the Donegal Insurance Group, including their products and services, visit their website at www.donegalgroup.com.

The company bases the above quotation upon information you provided and it may change pending review. The business, as quoted above, must meet current rules and underwriting guidelines in order to be eligible for coverage. This quote is being provided subject to and conditioned upon the policy terms and all coverage exclusions and coverage limitations that may apply as determined by the company.

Please note that this quotation is not an insurance policy. If a policy is issued you should read the policy, including all endorsements attached to and made a part of the policy. A listing of all endorsements applicable to the above quotation can be provided upon request.

The Donegal Insurance Group makes the best possible effort to insure that the information generated by our rating software is correct. In the event of error, the rates and rules approved for our use by your state's regulatory body will override and supersede any information generated by this rating software.

Policy Summary

Insured Premises:	
Description of Business:	Form of Business: Limited Liability Company
Certified Acts of Terrorism Coverage	Included
Total Annual Premium: \$170	

Limits of Insurance	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000 Any one person or organization
Aggregate Limit (except with respect to "covered autos")	\$1,000,000
Retained Limit	
Self-Insured Retention	\$0

Schedule Of Underlying Insurance

Commercial General Liability	
Company:	Mountain States Indemnity Company
Policy Number:	BOO9441902
Policy Period:	08/15/2023 to 08/15/2024
Minimum Applicable Limits	
General Aggregate	\$4,000,000
Products-Completed Operations Aggregate	\$4,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence	\$2,000,000

Commercial Auto Liability	
Company:	Mountain States Indemnity Company
Policy Number:	CAO9441902
Policy Period:	08/15/2023 to 08/15/2024
Minimum Applicable Limits	
Each Accident - Combined Single Limit	\$1,000,000
Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" (if applicable)	Not Applicable

Commercial Auto Liability	
Company:	Mountain States Indemnity Company
Policy Number:	BOO9441902
Policy Period:	08/15/2023 to 08/15/2024
Minimum Applicable Limits	
Each Accident - Combined Single Limit	\$2,000,000
Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" (if applicable)	Not Applicable

ILD 90 07 (03-11) Notice of Cancellation to Third Party	
Name of Person or Organization and Mailing Address	Number of Days Notice
City of Santa Fe 123 MAIN ST SANTA FE NM 87507	30

Forms And Endorsements Contained In This Policy

CMOF 600	01/21	Policyholder Disclosure Notice Regarding Terrorism Insurance Coverage
CU 00 01	12/07	Commercial Liability Umbrella Coverage Form
CU 02 15	05/15	New Mexico Changes - Cancellation And Nonrenewal
CU 21 18	09/00	Excl - Year 2000 Computer-Related & Other Electronic Prob.
CU 21 23	02/02	Nuclear Energy Liability Exclusion
CU 21 27	12/04	Fungi Or Bacteria Exclusion
CU 21 50	03/05	Silica or Silica-Related Dust Exclusion
CU 21 58	05/09	Communicable Disease Exclusion
CU 21 89	11/16	Public Or Livery Passenger Conveyance Exclusion
CU 24 30	04/13	Amendment Of Insured Contract Definition
CU 34 44	09/22	Broad Abuse or Molestation Exclusion
CUD 00 04	10/17	Recording And Distribution Of Material Or Information In Violation Or Law Exclusion
CUD 21 13	04/13	Amendment Of Liquor Liability Exclusion
CUD 21 30	01/15	Cap on Losses From Certified Acts of Terrorism
CUD 21 36	01/15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CUD 21 55	06/06	Amended Terrorism Coverage - Covered Autos
CUD 21 87	09/13	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability
CUD 90 15	04/09	Amendments To Policy Definitions
CUD 90 28	01/08	Amendment - Employment-Related Practices Exclusion
CUD 90 36	04/13	Amendment - Professional Services Exclusion
CUD 90 91	01/24	Exclusion - Human Trafficking and Sex Trafficking
CUD 90 93	01/24	Exclusion - Violation of Law Addressing Data Privacy
IL 00 17	11/98	Common Policy Conditions
ILD 90 07	03/11	Notice of Cancellation to Third Party
ILD 90 10	01/19	Asbestos Exclusion
ILD 90 11	01/19	Lead Exclusion

Billing Options Available

Mortgagee Bill:

- Full Pay

* When Mortgagee Exist

Direct Bill (Billed by Account):

- Full Pay
- Semi Annual
- Quarterly
- Bi-Monthly
- Monthly

Signature: 

Email: tjlease@santafenm.gov

Signature: *Johanna Nelson*

Email: jcnelson@santafenm.gov












24-0319 Tres Colores LLC

Final Audit Report

2024-05-28

Created:	2024-05-22
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7tR7bHUz2bd1QhwipT6Z0EbA0uaVuwdV

"24-0319 Tres Colores LLC" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-05-22 - 4:58:55 PM GMT- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-05-22 - 5:00:04 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-05-24 - 5:17:33 PM GMT- IP address: 104.47.64.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-05-24 - 5:19:22 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature
2024-05-24 - 5:19:23 PM GMT
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2024-05-24 - 5:46:37 PM GMT- IP address: 104.47.64.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2024-05-24 - 5:47:11 PM GMT- IP address: 63.232.20.2
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Signature Date: 2024-05-24 - 5:47:13 PM GMT - Time Source: server- IP address: 63.232.20.2
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2024-05-28 - 3:38:38 PM GMT- IP address: 104.47.65.254
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
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✔ Agreement completed.

2024-05-28 - 3:38:55 PM GMT