



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: July 23, 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 NAN

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

Re: Approval of Lease Agreement Between the City of Santa Fe and Agapao Coffee & Tea, Inc.

ITEM AND ISSUE:

The attached lease agreement between the City of Santa Fe (“City”) and Agapao Coffee & Tea, Inc. (“Lessee”), if approved, will allow Lessee to serve diners on the area between the building and sidewalk on Marcy Street.

BACKGROUND AND SUMMARY:

Lessee would like to lease part of the City land adjacent to the sidewalk on Marcy Street that measures 3’ x 18’ (54 square feet) and 3’ x 22’ (66 square feet) for a total area of 120 square feet. They would like to use the area for outdoor seating. Lessee will pay rent at the monthly rate of \$130.00, 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 Agapao Coffee & Tea, Inc.

ATTACHMENTS:

Lease Agreement

Summary of Contracts

**LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE
AND AGAPAO COFFEE & TEA, INC**

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 AGAPAO COFFEE & TEA, INC., 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 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 City property located in front of 105 E. Marcy Street, Santa Fe. The area in front of Lessee’s business located at 105 E. Marcy Street, Suite A, measures 3’ x 18’ (54 square feet), and the area in front of Suite B measures 3’ x 22’ (66 square feet) (collectively, the “Premises”), as shown on **Exhibit A** of this Lease Agreement. The total area of the Premises is 120 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 "Optional Terms" of one (1) year each, for a total possible term of four (4) years.

Lessee's exercise of any Optional 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 for an additional year. 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; and
- B. Alterations, improvements, or conditions made with Lessor's written approval.

3. RENT

A. **Base Rent.** Lessee shall pay first year Monthly Base Rent of \$130.00 (\$13.00/sq.ft.), 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 \$1,560.00. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. **Increases in Rent.** At the commencement of the second year and every subsequent year of the Term of this Lease Agreement, the rent shall be increased by an amount calculated by multiplying the previous year's rent by two and one-half percent (2.5%), as shown on the "Rent Schedule" attached hereto as **Exhibit B**.

C. **Rent Schedule.** In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached hereto as **Exhibit B**.

D. **Optional Terms Rent.** Lessor, at Lessor's sole discretion, may adjust Base Rent based on the loss of parking space meter income, if applicable.

E. **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 coffee house located at 105 E. 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 C** 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.
- 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 (if a liquor license is obtained), 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. 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.

E. 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.

F. 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.

G. 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.

H. 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:
David Evan Black
Agapao Coffee & Tea, Inc.
105 E Marcy St
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 therefore 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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date of the last signature below.

LESSOR: **CITY OF SANTA FE**

LESSEE: **AGAPAO COFFE & TEA, INC**

John Blair
John Blair (Jul 29, 2024 13:59 MDT)
JOHN BLAIR, CITY MANAGER

David Black
David Black (Jul 22, 2024 10:38 MDT)
DAVID EVAN BLACK, PRESIDENT

DATE: Jul 29, 2024

DATE: Jul 22, 2024
CRS # 03-059054-000

ATTEST:

GERALYN
GERALYN CARDENAS, INTERIM CITY CLERK

xiv

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Patricia Feghali
Patricia Feghali (Jul 22, 2024 10:45 MDT)
PAT FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

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

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

EXHIBIT "A"

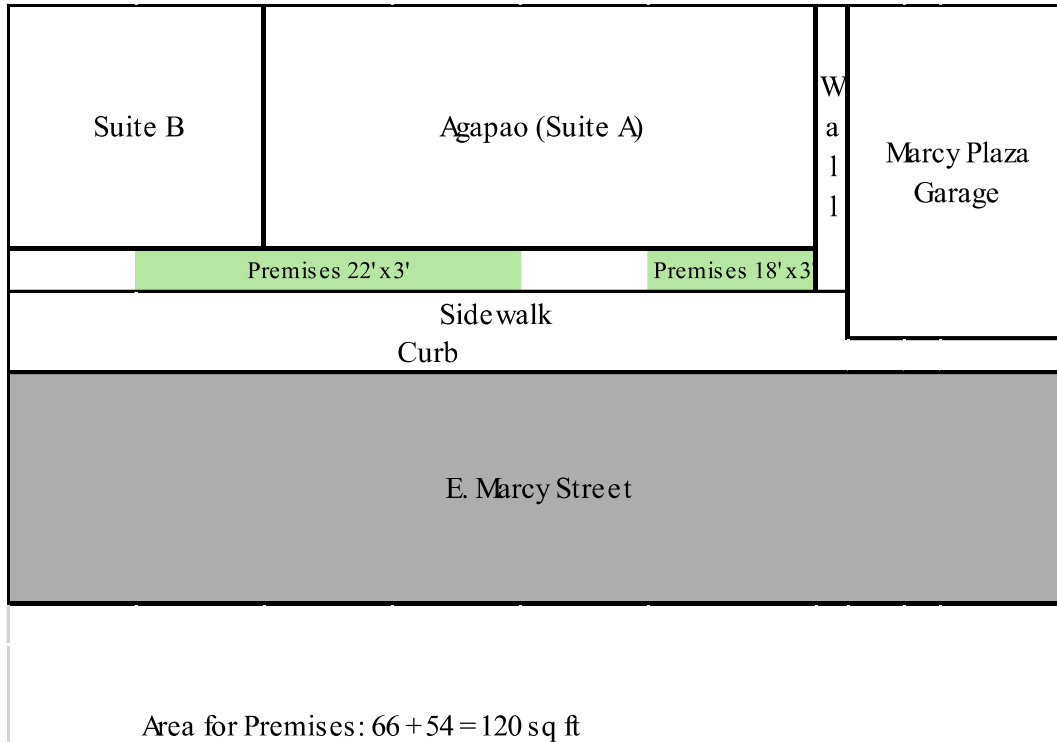


Exhibit “B” – Rent Schedule

Option Years	Year	Term Dates		LSF	Total Annual Rent	Escalation	Monthly Rent	Annual Cost per LSF
	1	6/1/2024	5/30/2025	120.00	\$1,560.00	2.50%	\$130.00	\$13.00
	2	6/1/2025	5/30/2026	120.00	\$1,599.00	2.50%	\$133.25	\$13.33
*	3	6/1/2026	5/30/2027	120.00	\$1,638.98	2.50%	\$136.58	\$13.66
*	4	6/1/2027	5/30/2028	120.00	\$1,679.95	2.50%	\$140.00	\$14.00

EXHIBIT “C”

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.



License Number: 230233



AGAPAO COFFEE & TEA

License Details () | Tab Elements () | Main Menu ()

License Details

License Type: Business Registration - Food Sales Renewable

District: Council District 1

Applied Date: 09/21/2023

Period Start Date: 09/28/2023

Status: Renewed

Expiration Date: 09/28/2024

Description:

Business Locations Fees Attachments Contacts More Info

Business () | Next Tab () | License Details () | Main Menu ()

Business

Company Name: AGAPAO COFFEE & TEA INC.

DBA: AGAPAO COFFEE & TEA

Open Date:

Company Type: Corporation

Status: Active

Closed Date:

District: Council District 1

Last Audit Date:

AGAPAO COFFEE & TEA

[Business Details \(\)](#) | [Tab Elements \(\)](#) | [Main Menu \(\)](#)

Business Details

Company Name: AGAPAO COFFEE & TEA INC.

Company Type: Corporation

Status: Active

Open Date:

District: Council District 1

Closed Date:

Location: Commercial

Last Audit Date:

Description:

[Locations](#) [Attachments](#) [Contacts](#) [Licenses](#)

[Locations \(\)](#) | [Next Tab \(\)](#) | [Business Details \(\)](#) | [Main Menu \(\)](#)

Locations

Sort

Main ▾

Type: Location

US
105 E MARCY ST, SANTA FE,
NM, 87505

Main Address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2023

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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 400 Kiva Court Santa Fe NM 87505		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: select_certificates@ajg.com		FAX (A/C, No):															
INSURED Agapao Coffee & Tea Inc. 2351 Fox Rd Suite 100 Santa Fe NM 87507		AGAPCOF-01		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: West American Insurance Company</td> <td>44393</td> </tr> <tr> <td>INSURER B: Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: West American Insurance Company	44393	INSURER B: Hartford Accident and Indemnity Company	22357	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																		
INSURER A: West American Insurance Company	44393																		
INSURER B: Hartford Accident and Indemnity Company	22357																		
INSURER C:																			
INSURER D:																			
INSURER E:																			
INSURER F:																			

COVERAGES

CERTIFICATE NUMBER: 596213859

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	<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 OTHER:			BKW57928960	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83UECID5061	5/24/2023	5/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employment Practices Liability			BKW57928960	8/1/2023	8/1/2024	Limit \$50,000 Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CG88100413 Commercial General Liability Extension
 HA99161221 Commercial Automobile Broad Form

CERTIFICATE HOLDER

City Of Santa Fe
 200 Lincoln Ave.
 Santa Fe NM 87504

CANCELLATION

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



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Agapao Coffee & Tea, Inc.**

Description: **Lease Agreement between the City of Santa Fe and Agapao Coffee & Tea, Inc.**

Contract Agreement Lease / Rent Amendment

Term Start Date: **08/01/2024** Term End Date: **07/31/2026**

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)
Agapao Coffee & Tea will be leasing City land between their building and the sidewalk located at 105 E. Marcy Street.

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

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

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

Andy Hopkins

Jul 24, 2024

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

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

Email: **nanguyen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Signature: 

Email: tjlease@santafenm.gov

Signature: *Johanna Nelson*

Email: jcnelson@santafenm.gov

Signature: 
XAVIER VIGIL (Jul 24, 2024 15:38 MDT)

Email: xivigil@santafenm.gov












24-0468 Agapao Coffee and Tea, Inc.

Final Audit Report

2024-07-29

Created:	2024-07-24
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyBHxQ97vZzvBScJhb6qZseiLNwLdee98

"24-0468 Agapao Coffee and Tea, Inc." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-07-24 - 9:35:44 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-07-24 - 9:38:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-07-24 - 9:38:58 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-07-26 - 0:25:55 AM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-07-26 - 0:27:56 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature
2024-07-26 - 0:27:59 AM GMT
-  Email viewed by JOHN BLAIR (jwblair@santafenm.gov)
2024-07-29 - 7:59:08 PM GMT- IP address: 104.47.65.254
-  Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair
2024-07-29 - 7:59:35 PM GMT- IP address: 216.207.130.218
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-07-29 - 7:59:37 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-07-29 - 7:59:40 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-07-29 - 10:23:42 PM GMT- IP address: 104.47.65.254



Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)

Signature Date: 2024-07-29 - 10:23:50 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2024-07-29 - 10:23:50 PM GMT

