



The Purchasing Memo

Date: March 31, 2025

To: Mark Scott, City Manager

From: Angie Brown, Executive Assistant

Subject: Professional Services Contract for Soldier’s Monument Feasibility Evaluation

Vendor Name: CSR Architects

Munis Vendor Number: 10957

ITEM AND ISSUE:

Request for review and approval of a Professional Services Contract in the amount of \$45,000 plus NMGRT at 8.1675% of \$3,675.38 for a TOTAL amount of \$48,675.38 for Soldier’s Monument Feasibility Evaluation for a term of one (1) year from the date of final signature with GRS Architects.

BACKGROUND AND SUMMARY:

Due to the destruction of the Obelisk in October 2020 the City Manager has been directed to investigate the financial feasibility of the Soldier’s Monument for the purposes of the City assessing the physical and financial options and limitations before consulting with the State Historic Preservation Officer regarding the distinct purpose of the Plaza and the monument.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: City Manager General Government/Professional Contract

Munis Org Name/Number: City Manager/1000035

Munis Object Name/Number: Professional Services/510300

Budget Officer / Designee: Andy Hopkins Date: 03/31/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-125, Small Purchase

Chief Procurement Officer (CPO) / Designee: [Signature] Date: 04/02/2025

CPO Comment/Exceptions: _____

ATTACHMENTS:

- ✓ Horizons Declination
- ✓ CPO Service Determination Email: Attached
- ✓ Procurement document: Emergency Determination
- ✓ Vendor’s Quote N/A
- ✓ Certificate of Liability Insurance (COI)
- ✓ Professional Services Contract



Services Offered to the City of Santa Fe (2024)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

RE: Determination of Services

From DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Date Mon 3/31/2025 9:07 AM

To BROWN, ANGIE B. <abbrown@santafenm.gov>

Greetings,


The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
 - IT components (anything IT) - ereview@santafenm.gov
 - Vehicles – dmjaramillo@santafenm.gov
 - Grants - grants@santafenm.gov
 - Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafenm.gov
 - Emergency Related Purchases - bgwilliams@santafenm.gov
 - Asset over \$5k - jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented [procedures/laws/rules](#) are followed.
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.

- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsa.library.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thead.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thead.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)

Regards,

Travis Dutton-Leyda
 Chief Procurement Officer
 City of Santa Fe
 200 Lincoln Avenue
 Santa Fe, NM 87501
 505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

Internal Link: https://intranet.santafenm.gov/finance_1



"The future belongs to those who believe in the beauty of their dreams." — Eleanor Roosevelt

From: BROWN, ANGIE B. <abbrown@santafenm.gov>
Sent: Monday, March 31, 2025 8:56 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination of Services

Hi Travis

We are seeking for Professional Services for Soldiers' Monument Feasibility Evaluation.

Scope of Work

The Contractor shall perform the following work:

1. Evaluate the physical condition of the Soldiers' Monument ("Monument"), the base of which is located in the Santa Fe Plaza, and the situation of which is described in Resolution 2024- 43, Exhibit A. The evaluation shall include a structural assessment, a visual inspection of all its pieces, and any other steps needed to determine the options for rebuilding and relocating the Monument. This evaluation is about physical and financial feasibility for the purposes of the City assessing the physical and financial options and limitations before the City consults with the State Historic Preservation Officer regarding the potential use of the plaza. Contractor is not expected or required to provide legal advice or to represent the City in communications with the State Historic Preservation Officer.
2. Based on the Evaluation, determine the services, timelines, and costs required to rebuild the Monument to each of the following states, including whether each option is physically possible:
 - a. like or similar condition to its pre-2020 condition; and
 - b. conditions as close as possible to a like or similar to pre-2020 condition and without the plaque that originally stated, "To the heroes who have fallen in the 24 various battles with savage Indians in the Territory of New Mexico" and later had the word "savage" chiseled out.
4. Evaluate the steps and costs of moving the monument to a different location, such as the Santa Fe National Cemetery, including all logistics and minimizing damage to the Monument and Plaza during and after the relocation. This evaluation is about physical and financial feasibility for the purposes of the City assessing the physical and financial options and limitations before the City consults with the State Historic Preservation Officer regarding the potential use of the plaza. Contractor is not expected or required to provide legal advice or to represent the City with the State Historic Preservation Officer.
5. Summarize in a written report the evaluations of the Monument's condition and assessments and the cost and feasibility of the services to accomplish each of the above options in a written report, including any assumptions and alternative strategies. If either of the options for rebuilding is not physically possible for any reason, the report should describe the limitations and assumptions that resulted in that conclusion.

Thank you
-Angie

Angie Boling-Brown

Executive Assistant to Mayor Alan Webber

505.470.0817



CITY OF SANTA FE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2025

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 Professional Liability Insurers Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Suite 1000 Albuquerque NM 87111 License#: 2081754 CHERREA-01	CONTACT NAME: Eloise Hughes PHONE (A/C No. Ext): 505-822-8114 E-MAIL ADDRESS: ehughes@higginbotham.net	FAX (A/C, No): 505-822-0341													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : AXA Insurance Company</td> <td>33022</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(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : AXA Insurance Company	33022	INSURER D :		INSURER E :		INSURER F :
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INSURED Cherry See Reames Architects, PC 220 Gold Ave SW Albuquerque NM 87102															

COVERAGES

CERTIFICATE NUMBER: 154827353

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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		6803J437943	7/24/2024	7/24/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input 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			6803J437943	7/24/2024	7/24/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3W593216	7/24/2024	7/24/2025	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8K61095A	8/19/2024	8/19/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			DPS9995229	7/14/2022	7/14/2025	Each Claim Aggregate	1,000,000 2,000,000

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

City of Santa Fe their officials, officers, employees, and agents are additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 Attn: Mark Scott
 200 Lincoln Ave
 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

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Item #: 25-0133
Munis Contract #: _____
RFQ #: 25095 _____

**CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT
FOR SOLDIERS' MONUMENT
FEASIBILITY EVALUATION**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and CSR architects, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-25; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. **Scope of Work**

A. The Contractor shall perform the following work:

1. Evaluate the physical condition of the Soldiers' Monument ("Monument"), the base of which is located in the Santa Fe Plaza, and the situation of which is described in Resolution 2024-43, Exhibit A. The evaluation shall include a structural assessment, a visual inspection of all its pieces, and any other steps needed to determine the options for rebuilding and relocating the Monument. This evaluation is about *physical and financial feasibility* for the purposes of the City assessing the physical and financial options and limitations before the City consults with the State Historic Preservation Officer regarding the potential use of the plaza. Contractor is not expected or required to provide legal advice or to represent the City in communications with the State Historic Preservation Officer.

2. Based on the Evaluation, determine the services, timelines, and costs required to rebuild the Monument to each of the following states, including whether each option is physically possible:

(a) like or similar condition to its pre-2020 condition; and

(b) conditions as close as possible to a like or similar to pre-2020 condition and without the plaque that originally stated, "To the heroes who have fallen in the 24 various battles with savage Indians in the Territory of New Mexico" and later had the word "savage" chiseled out.

3. Evaluate the steps and costs of moving the monument to a different location, such as the Santa Fe National Cemetery, including all logistics and minimizing damage to the Monument and Plaza during and after the relocation. This evaluation is about *physical and financial feasibility* for the purposes of the City assessing the physical and financial options and limitations before the City consults with the State Historic Preservation Officer regarding the potential use of the plaza. Contractor is not expected or required to provide legal advice or to represent the City with the State Historic Preservation Officer.

4. Summarize in a written report the evaluations of the Monument's condition and assessments and the cost and feasibility of the services to accomplish each of the above options in a written report, including any assumptions and alternative strategies. If either of the options for rebuilding is not physically possible for any reason, the report should describe the limitations and assumptions that resulted in that conclusion.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to architecture and structural engineering for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. **Payment.** The City shall compensate the Contractor based on the itemized amounts specified in Appendix A. The compensation under this Contract shall not exceed **\$45,000** plus NMGR at 8.1675% of **\$3,675.38** for a TOTAL of **\$48,675.38**.

B. This represents a maximum amount, including tax. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. **Invoicing and Payment Terms.** Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. Per NMSA 1978, Section 13-1-158, the City shall issue payment within thirty (30) days of written certification of acceptance. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. **Extended Payment Terms for Grant-Funded Contracts.** For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **one (1) year from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The term of this contract, including all amendments, shall not exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. ***THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.***

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's

decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority

8. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. **Release**

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. **Product of Service -- Copyright**

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. **Conflict of Interest; Governmental Conduct Act**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding

15. **Entire Agreement**

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. **Merger**

This Contract incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, and understandings have been merged into this written contract.

17. **Penalties for violation of law**

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. **Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. **Other Insurances**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. **Records and Financial Audit**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. **Indemnification**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract 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 in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. **Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. **Notification**

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:

City of Santa Fe
Attn: Mark Scott
200 Lincoln
Santa Fe, NM 87501
mscott@santafenm.gov

With a Copy to:

City of Santa Fe
Attn: City Clerk
PO Box 909
Santa Fe, NM 87501

To the Contractor:

Cherry See Reames Architects, PC also known as CSR architects
Attn: Tina M. Reames, FAIA
220 Gold Avenue SW
Albuquerque, NM 87102
tinar@csrnm.com
505-842-1278 ext. 10

29. **Authority**

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. **Default/Breach**

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity

32. **Equitable Remedies**

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

City of Santa Fe:

Mark Scott
Mark Scott (Apr 2, 2025 16:18 MDT)

Mark Scott, City Manager

Date: 04/02/2025

Contractor: CSR architects

Tina M. Reames
Tina M. Reames (Mar 25, 2025 14:36 MDT)

Tina Reams

Title: President

Date: Mar 25, 2025

NMBTIN 03-253351-00-9

Fed EIN E 46-0923816

Attest:

Andréa Salazar
ANDREA SALAZAR (Apr 2, 2025 15:07 MDT)

Andréa Salazar, City Clerk *xrv*

Approved to form and legal sufficiency by:

Erin McSherry

Erin McSherry, City Attorney

Approved for Finances:

Emily K. Oster

Emily Oster, Finance Director

04/02/2025

Appendix A

Cost Sheet

<u>Item</u>	<u>Approx. Qty.</u>	<u>UOM</u>	<u>Article and Description</u>	<u>Unit Price</u>
<u>1</u>	1		1 st MEETING and FACT FINDING	<u>\$ 3,000.00</u>
<u>2</u>	1		2 nd MEETING – IDENTIFYING GOALS and SITE VISITS	<u>\$ 4,500.00</u>
<u>3</u>	1		EVALUATION	<u>\$ 7,500.00</u>
<u>4</u>	1		COMPILE DRAFT REPORT, 3 rd MEETING to REVIEW and FINAL REPORT SUBMITTAL	<u>\$30,000.00</u>

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-43

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Alma Castro

Councilor Amanda Chavez

A RESOLUTION

**DIRECTING THE CITY MANAGER TO INVESTIGATE THE FEASIBILITY OF
RELOCATING THE SOLDIERS’ MONUMENT TO THE SANTA FE NATIONAL
CEMETERY AND TO REPORT BACK TO THE GOVERNING BODY; RECOGNIZING
THE DISTINCT PURPOSES OF THE PLAZA AND THE MONUMENT.**

WHEREAS, the Governing Body of the City of Santa Fe (“City”) recognizes the community’s need to move forward after the emotional events of October 2020, when the obelisk located in the Santa Fe Plaza (“Plaza”), also known as the “Soldiers’ Monument” or “Obelisk”, was damaged and partially torn down; and

WHEREAS, the City sought public feedback and a recommendation regarding the Soldiers’ Monument during the “Culture History Art Reconciliation and Truth” (“CHART”) process; and

WHEREAS, CHART’s final report, published in August of 2022, stated that “Data collected over 11 months of public engagement (including dialogues, meetings, conversations, interviews, phone calls and email communications) and the results of two surveys indicate that the

1 Santa Fe community is still divided about what to do about Soldier’s Monument”; and

2 **WHEREAS**, ongoing public division about the Soldiers’ Monument was evidenced in the
3 Spring of 2023 when four City councilors introduced a resolution proposing to reassemble it,
4 preserving the cracks as part of history, and incorporating new, more inclusive language around its
5 base; and

6 **WHEREAS**, after receiving hours of largely unsupportive public testimony about the
7 proposed resolution, including polarized perspectives, some members of the public describing pain
8 felt regarding the existence of the Soldiers’ Monument and other members of the public describing
9 pain felt as a result of damage to the Soldiers’ Monument, the councilors decided to withdraw the
10 resolution from further consideration by the Governing Body; and

11 **WHEREAS**, the Plaza is listed on the National and State Registries of Historic Properties
12 prior to 1975; and

13 **WHEREAS**, the City park was described in a federal nomination form dated May 7, 1975,
14 which the Keeper of the National Register certified on September 20, 1983 (“City’s Nomination”);
15 and

16 **WHEREAS**, the City’s Nomination was very clear that the property it was nominating
17 was *the Plaza* rather than any particular object then existing in the Plaza:

- 18 • The City’s Nomination identifies 1609 as the year of the founding of the City of
19 Santa Fe, when the Plaza began as a “feature” of the City, and 1846 as the year
20 that, from the Plaza, General Kearny proclaimed the annexation of New Mexico
21 into the United States; and
- 22 • The City’s Nomination describes the condition of the Plaza as “altered”: having
23 decreased from two city blocks to one and now including landscaping, flagstone,
24 walks, benches, and cottonwood trees”; by contrast, “[i]n Spanish times”, the Plaza
25 was once twice as large and “an open expanse of packed dirt”; and

- 1 • The City’s Nomination, states that after 1846, “[u]pon the arrival of the Anglo-
2 Americans, the Plaza was fenced in and planted with alfalfa, then reduced to its
3 present size, and finally enclosed by buildings on the three sides confronting the
4 Palace”; and
- 5 • The City’s Nomination described the Plaza as a “site”, rather than a “structure” or
6 “object”; the “present use” as a “park”, rather than “museum”, “government”, or
7 “military”, among other options; described access as “unrestricted” rather than
8 “restricted”; and described the significance as “transportation”, with the
9 explanation that, beginning in 1821, the trade route to Santa Fe from the United
10 States was opened and “the Plaza provided the final goal for the caravans on their
11 eight- or ten-week journeys” for traders and travelers on the Santa Fe Trail; and
- 12 • The City’s Nomination describes the Soldiers’ Monument as present in the Plaza
13 (“a soldiers’ monument erected after the Civil War”), but did not identify the
14 Soldiers’ Monument as the basis for the Plaza’s significance, nor did it identify the
15 significance of the Plaza under any of the following available options: “sculpture”,
16 “military”, “politics/government”, “art”, “exploration/settlement”, or “landscape
17 architecture”; and

18 **WHEREAS**, the Soldiers’ Monument’s purpose is distinct from the Plaza’s; the Soldiers’
19 Monument was funded by the Territorial Legislature of New Mexico in the 1860s and erected on
20 federal land to recognize local veterans: three sides of the base of the Soldiers’ Monument
21 commemorate soldiers who fought in the United States Civil War in battles with Confederate
22 forces, including in the Battle of Glorieta Pass that allowed the Union to retain control of the
23 American Southwest; and the fourth side originally stated "To the heroes who have fallen in the
24 various battles with savage Indians in the Territory of New Mexico" (“Fourth Plaque”); and

25 **WHEREAS**, the Soldiers’ Monument, its plaques, and its location on the Plaza have been

1 controversial for at least the last 115 years:

- 2 • In 1909, Territorial New Mexico Governor Bradford Prince publicly opposed a
3 proposal to cut out the word ‘Rebel’ in three places on the plaques and replace it
4 with “Confederate”.
- 5 • In July of 1973, the City’s Council voted to remove the entire Soldiers’ Monument
6 after receiving a letter from then Governor Bruce King that requested removal of
7 the Fourth Plaque, stating that the “word ‘savage’ was offensive to Indians and
8 non-Indians”.
- 9 • In September of 1973, the City Manager reported that David King, the State
10 Planning Officer at that time, requested that the Council rescind its action
11 regarding the Soldiers’ Monument and the Council voted to rescind.
- 12 • In 1974, someone chiseled out the word “savage” from the Fourth Plaque and,
13 shortly thereafter, the All Indian Pueblo Council "strongly urged that" the word
14 savage not ever appear on the Soldiers’ Monument again.
- 15 • In 2000, the NAACP, Santa Fe Branch, submitted a Guest Editorial responding to
16 the Historic Santa Fe Foundation, defending the NAACP’s proposal to remove the
17 Soldiers’ Monument from its location in the Plaza, noting that “we . . . have a
18 beautiful Ve[teran]’s Cemetery w[h]ere we have many ceremonies every year to
19 honor those killed, as a potential ideal setting for the monument.”
- 20 • Also in 2000, the Historical Society of New Mexico wrote to the City of Santa Fe’s
21 Mayor, Council, Manager and “People of Santa Fe” that “the words ‘savage
22 Indians’ excluded the Pueblo Indians who had always been regarded by the
23 Spanish, the Mexicans and then the ‘Anglos’ as ‘civilized’ Indians, and [i]n that
24 removal or destruction of the Monument would be akin to ‘book burning’. . .” .

25 **WHEREAS**, for over 12,000 years, people of different cultures have lived in the area today

1 known as Santa Fe, and there is evidence of settlements dating between about A.D. 600 and 1425
2 on the Santa Fe Plaza that were inhabited by ancestors of today’s pueblo people; and

3 **WHEREAS**, the Preamble of the City’s Municipal Charter recognizes the City as a city
4 that has for centuries been “a community with rich and lasting multi-cultural traditions and a history
5 of tolerance towards all peoples, cultures, traditions, and lifestyles”, and the Charter goes on to
6 state in Article II, Section 2.02, that no "action shall be condoned which discriminates on the basis
7 of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual
8 orientation, physical or mental disability, medical condition or citizenship status" and that the
9 “governing body shall preserve, protect and promote human rights and human dignity, and shall,
10 through all of its activities...prohibit and discourage” discrimination; and

11 **WHEREAS**, the Plaza previously featured other structures in its center; a 2005 Cultural
12 Landscape Report refers to a bandstand being located in the center of the plaza prior to the
13 monument; a 1992 Archeological Report regarding the Plaza describes at least three other prior
14 structures:

- 15 • a rock sundial in the late 1820s;
- 16 • a pyramid that replaced the sundial, “fifty feet in height”, erected as a “momento” of
17 Mexican independence, which came down in 1845; and
- 18 • a bullring that briefly replaced the pyramid; and

19 **WHEREAS**, the City’s Historic District Code does not apply to the Soldiers’ Monument
20 and associated structures because they are “objects” excluded from the Code’s requirements;
21 “objects” include “*sculpture, monuments, boundary markers, statuary* and fountains”. *See* SFCC
22 1987, § 14-12.1 (emphasis added); and

23 **WHEREAS**, the City of Albuquerque and Rio Arriba County have recently suffered
24 violence in relation to the placement of controversial monuments spaces; for example, on
25 September 28, 2023, a shooter violently attacked community members celebrating Rio Arriba

1 County officials' decision to postpone the County's plans to relocate a statue of conquistador Juan
2 de Oñate to just outside the County Annex building; and, on June, 2020, there was a shooting in
3 Albuquerque during a protest of a statue of the conquistador Juan de Onate; and

4 **WHEREAS**, continuing the status quo of a plywood box surrounding the Soldiers'
5 Monument's base or reconstructing the Soldiers' Monument in the Plaza detract from its use as a
6 community gathering space and reconstruction could be a safety threat to the public; and

7 **WHEREAS**, the Santa Fe National Cemetery ("National Cemetery"), located
8 approximately one mile northwest from the Plaza, is a national shrine to veterans; it flies the U.S.
9 flag over well-kept grounds and headstones and monuments that commemorate the lives and
10 services of veterans; and

11 **WHEREAS**, at the close of the Civil War, the federal government established what
12 became the National Cemetery for the reinterment of Union soldiers who died during the Civil War
13 there.

14 **WHEREAS**, initial interments at the National Cemetery were the remains of 265 U.S.
15 soldiers from the battlefields of Glorieta, Koslouskys, and Fort Marcy.

16 **WHEREAS**, the National Cemetery also includes monuments and memorials dedicated to
17 groups of veterans, including several memorials honoring veterans who served during the 1800s; a
18 memorial to World War II Glider Pilots; a memorial to Women Who Served in the Navy; and a
19 China-Burma-India Veterans Memorial dedicated to the memory of the men and women who
20 fought in World War II; and

21 **WHEREAS**, the National Cemetery's dedicated purposes and the Soldiers' Monument's
22 purposes are aligned; and

23 **WHEREAS**, determining the next steps for the Soldiers' Monument requires the
24 Governing Body to adopt a plan; and

25 **WHEREAS**, conversations and consultation with State experts such as the State Historic

1 Preservation Officer (“SHPO”) could benefit the City’s next steps involving the Soldiers’
2 Monument, even without required involvement.

3 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
4 **CITY OF SANTA FE** that the City is committed to the Plaza’s continued use as a City park and
5 central plaza, accessible to all; and to continuing the Plaza’s historic social and economic purposes,
6 featuring community gatherings and celebrations.

7 **BE IT FURTHER RESOLVED** that the City Manager shall investigate whether it is
8 feasible to move the Soldiers’ Monument to the National Cemetery, without the fourth plaque,
9 preferably close to where the Civil War soldiers that the Monument commemorates were laid to
10 rest and shall consult with the SHPO regarding whether moving the Soldiers’ Monument to the
11 National Cemetery would be an adverse effect on the Plaza.

12 **BE IT FURTHER RESOLVED** that, if the SHPO opines that the relocation of the
13 Soldiers’ Monument to the National Cemetery would be an adverse effect on the Plaza, then a
14 public hearing shall be held and accept written comments regarding the proposed relocation,
15 feasible and prudent alternatives to the relocation, and steps to mitigate adverse effects caused by
16 the relocation.

17 **BE IT FURTHER RESOLVED** that the City Manager’s feasibility investigation shall
18 include, but not be limited to:

- 19 1) Formally asking the United States Department of Veterans’ Affairs to accept the
20 Soldiers’ Monument, without the fourth plaque, into the National Cemetery;
- 21 2) Hire experts, as necessary, to evaluate the services and cost to rebuild the monument
22 without the fourth plaque; and
- 23 3) Hire qualified experts to evaluate the steps and cost to move the Soldiers’ Monument.

24 **BE IT FURTHER RESOLVED** that the City Manager shall report to the Governing
25 Body the results of the consultation with SHPO, public hearing and comments regarding

1 alternatives and mitigation, if applicable, and the feasibility investigation. In addition, the City
2 Manager shall report to the Governing body regularly regarding the status of the consultation,
3 public feedback, and feasibility investigation, including any reports or expert analysis that are
4 produced as part of the feasibility investigation.

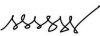
5 **BE IT FURTHER RESOLVED** that, after receiving the City Manager's reports, the
6 Governing Body will determine next steps regarding the Soldiers' Monument.

7
8 PASSED, APPROVED, and ADOPTED this 30th day of October, 2024.

9
10 
Alan Webber (Nov 7, 2024 18:05 MST)


11 ALAN WEBBER, MAYOR

12
13 ATTEST:

14 

15 _____
GERALYN F. CARDENAS, INTERIM CITY CLERK

16 APPROVED AS TO FORM:

17 

18 _____
19 ERIN K. McSHERRY, CITY ATTORNEY

20
21
22
23
24 *Legislation/2024/Resolutions/Establishing Next Steps for Soldier's Monument*

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2024-__
Establishing Next Steps the Soldiers' Monument Oblisk

Mayor and Members of the City Council:

In relation to Resolution No. 2024-__:

DIRECTING THE CITY MANAGER TO INVESTIGATE THE FEASIBILITY OF RELOCATING THE SOLDIERS' MONUMENT TO THE SANTA FE NATIONAL CEMETERY AND RECOGNIZING THE DISTINCT PURPOSE OF THE PLAZA AND THE MONUMENT.

I intend to propose the following amendment to the Resolution, as amended by Amendment A, which the Quality of Life Committee adopted on 9/18/2024, and by Amendments G and J, which the Governing Body adopted on 10/30/2024.

1. On page 5, *delete* lines 9-12.

This amendment WILL change the caption. ____

This amendment WILL NOT change the caption. x

Respectfully submitted,



Carol Romero-Wirth, Councilor

Approved as to Form:

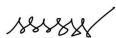


Erin K. McSherry, City Attorney

ADOPTED: _____ x _____

NOT ADOPTED: _____

DATE: 10/30/2024



GERALYN F. CARDENAS, Interim City Clerk

Signature: XAVIER VIGIL

Email: xivigil@santafenm.gov