



The Purchasing Memo

Date: January 5, 2026

To: Brian J. Moya, Interim City Manager

From: James Garduno, Project Manager, Santa Fe Regional Airport

JG

Terry Lease, Manager, Asset Development

TL

Via: Jimmy Gunn, Interim Director, Santa Fe Regional Airport

JG

Subject: Request for Approval of License Agreement Between City of Santa Fe Regional Airport and Runway 505 LLC

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of a license agreement for a food truck in the Bag Claim Parking lot outside the terminal at the Santa Fe Regional Airport between the City of Santa Fe (Santa Fe Regional Airport) and Runway 505, LLC; (Jimmy Gunn, jdgunn@santafenm.gov; Terry Lease, tjlease@santafenm.gov).

BACKGROUND AND SUMMARY:

The City of Santa Fe ("City" or "Lessor") owns and operates the Santa Fe Regional Airport ("Airport") located at 121 Aviation Drive, Santa Fe, New Mexico. Runway 505 LLC ("Licensee") wishes to provide food and beverage services, and sell related merchandise, to patrons of the Airport and Lessor agrees to lease 162 square feet of asphalt located outside of the right-of-way fronting the City-owned terminal building at the Airport in the Bag Claim Parking lot. This License Agreement shall terminate on March 1, 2026 and the License Fee shall be the greater of \$250.00 or 12% of gross amounts charged and collected by Licensee from the previous month's sales of food, beverage, and merchandise sold on the Premises.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Munis Org Name/Number: Airport/5456050

Munis Object Name/Number: Land-rentals/460150

Budget Officer / Designee: Andy Hopkins Date: 01/05/2026

Budget Officer Comment/Exceptions: \_\_\_\_\_

**PROCUREMENT METHOD:**

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

Real Property is exempt from Procurement.

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

CPO Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Treasury/Point of Sale Components included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Vehicles included?  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

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

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this an externally funded purchase?  Yes |  No

If yes, what is the issuing agency: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

Is this a Capital Asset or Project?  Yes |  No

Project Ledger Number: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**ATTACHMENTS:**

- License Agreement
- Insurance Certificate
- Real Property Determination

**LICENSE AGREEMENT BETWEEN  
THE CITY OF SANTA FE and RUNWAY 505, LLC**

This **LICENSE AGREEMENT** (“**License**”) is made and entered into as of the date of the last signature (“**Effective Date**”), by and between the **CITY OF SANTA FE**, a charter municipality organized under the laws of New Mexico (“**Licensor**” or “**City**”), and **RUNWAY 505, LLC**, a New Mexico limited liability company (“**Licensee**”), (collectively, the “**Parties**” and each individually a “**Party**”).

**WITNESSETH:**

In consideration of Licensee’s promises herein, City hereby grants Licensee a License, to enter on, use and occupy the Premises and property (as herein defined) of the City as provided herein.

**1. PREMISES**

The city grants Licensee exclusive use of **162** square feet of asphalt located outside of the right-of-way fronting the City-owned terminal building at the Santa Fe Regional Airport, located at 121 Aviation Drive, Santa Fe, New Mexico Bag Claim Parking lot. The Premises licensed is depicted in green in the diagram attached as **Exhibit A**. The Premises are provided to Licensee in its current broom clean, “as is” condition, and Licensee acknowledges they have inspected and understand and accept the condition of the Premises.

**2. TERM**

The Term of this License shall commence at 12:00 a.m. on the Effective Date and shall terminate on **March 1, 2026** (“**Termination Date**”). Notwithstanding the foregoing, this Agreement shall terminate if Licensee’s combined payments under this Agreement exceed \$180,000.

**3. LICENSE FEE**

Beginning on the first day of the month after the Effective Date, and every month thereafter, and no later than the fifth day of each month, Licensee shall pay the City the greater of \$250.00 or 12% of the gross amounts charged and collected by Licensee from the previous month’s sales of all food, beverage, and merchandise sold on the Premises. Upon demand by the City, Licensee shall provide all receipts and pertinent documentation showing all gross amounts charged and collected. Failure to comply with this provision shall result in termination of this License. Licensee shall make payments to; City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

**4. CONDITIONS OF USE**

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

A. Permitted Use. Use of the Premises is restricted to the temporary use of the Premises for the sale of food and beverages and related merchandise from a truck or trailer inspected and licensed for preparing food. No other use of the Premises is allowed without the written consent of the City.

B. Utilities. Licensee may provision electrical service from Licensor's facilities with the Airport Director's approval of the contractor and installation plan. Water, waste water, and natural gas services are no available at the Premises.

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

D. Signage. Signage consistent with the character and decoration of the Airport is allowed only on the licensed premises of the Licensee with approval of the Airport Manager, which shall not be unreasonably withheld. No other signage is allowed on the exterior of the Premises.

E. Security. Licensee shall keep Licensee's property secured against unauthorized entry and/or theft during the License Term.

F. Code Compliance. Licensee's use of the Premises shall always be in compliance with all applicable Codes, Regulations, and Rules be they City, County, State, or Federal. This includes but is not limited to the City's Municipal Code.

G. Modification of City Property. The Licensee shall not make any modification to the Premises without providing the Airport Manager a formal request that includes proper documentation of any requested modification prior to the alteration and receiving approval from the Airport Manager, which shall not be unreasonably withheld.

H. Repairs and Maintenance. Licensee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Licensee shall, at its sole expense, always keep and maintain the Premises in good and clean condition and shall be responsible for the costs of all required repairs and/or replacements that arise during the Term of this License that are a result of Licensee's use of the Premises. Repairs and replacements required to be made by the Licensee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

## 5. END OF TERM

Licensee shall vacate the Premises on or before the Termination Date and deliver the Premises to the City vacant and in broom clean condition. City and Licensee will mutually inspect the Premises on or immediately after the Termination Date and any damage or repairs required, which were caused by Licensees occupancy, will be documented and Licensee will undertake the required repair in a timely and professional manner.

## 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. NO INTEREST CREATED

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

## 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 All Risk Property insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises, business property, equipment, and inventory in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.
- b. Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).
- c. Liquor Liability Insurance if Licensee sells alcoholic drinks or permits alcoholic drinks to be sold from the Premises. The limits of this policy shall not be less than \$250,000 per occurrence.
- d. Commercial Auto Liability Insurance for all vehicles and trailers owned by or in the possession of Licensee with a combined single limit not less than \$1,000,000 per accident.
- e. Workers' Compensation Insurance with statutory limits, and Employer's Liability insurance with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.
- f. Additional Requirements
  - i. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.
  - ii. Primary and Non-Contributing; Waiver of Subrogation. All policies shall be primary over any valid and collectible insurance, without right of contribution, and provide a waiver of subrogation.

- iii. Broader Coverage and Limits. The insurance requirements under this Lease shall be the greater of (1) the minimum coverage and limits specified in this Lease, 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. Lessor does not represent that the minimum insurance requirements of this Lease are sufficient to cover the obligations or potential losses of Lessee hereunder.

**9. INDEMNIFICATION**

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

**10. NEW MEXICO TORT CLAIMS ACT**

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

**11. NOTICE**

To Licensor:	City of Santa Fe Attn. City Manager P.O. Box 909 Santa Fe, NM 87504	To Licensee:	Runway 505, LLC Attn: Dominick Cordova 6300 Riverside Plaza Lane NW Albuquerque, NM 87120
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With a copy to: City of Santa Fe  
Attn. Airport Director  
P.O. Box 909  
Santa Fe, NM 87504

City of Santa Fe  
Attn. Asset Development Manager  
P.O. Box 909  
Santa Fe, NM 87504

**12. NO WAIVER**

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

**13. SEVERABILITY**

In the event that one or more of the provisions contained in this License 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.

**14. ENTIRE AGREEMENT**

The foregoing constitutes the entire License 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 agreements and understandings between the Parties related to the Premises, if any, are merged herein. This License shall not be modified or amended except by a written document signed by the Parties.

**15. LITIGATION EXPENSE**

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

**16. HEADINGS**

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

**17. APPLICABLE LAW; VENUE**

In any action, suit or legal dispute arising from this License, Licensee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this License 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.

**18. AMENDMENT**

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

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

LICENSOR: CITY OF SANTA FE

LICENSEE: RUNWAY 505, LLC

*BRIAN MOYA*

*DOMINICK CORDOVA*

(Dec 9, 2025 14:14:04 MST)

BRIAN J. MOYA, INTERIM CITY MANAGER

DOMINICK CORDOVA, MANAGING PARTNER

DATE: 1/6/26

DATE: Dec 9, 2025

ATTEST:

*GERALYN CARDENAS*

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

*Kevin L. Nault*

Kevin L. Nault (Dec 9, 2025 14:23:21 MST)

KEVIN L. NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

*BRIAN MOYA*

~~EMILY K OSTER, FINANCE DIRECTOR~~

Rent Terminal – Non Airline: 5456050.460203

BRIAN J. MOYA, INTERIM FINANCE DIRECTOR

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

**Exhibit A**









# City of Santa Fe, New Mexico

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

[www.santafenm.gov](http://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

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov) to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

## **The following are General Services:**

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

**General Services (continued):**

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

### General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

**The following are Professional Services:**

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

**Professional Services (Continued):**

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

**Professional Services (Continued):**

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

**The following are Construction Services:**

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

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025

**Signature:** JAMES GARDUNO

**Email:** jdgarduno@santafenm.gov

**Signature:** 

**Email:** tjlease@santafenm.gov

**Signature:** 

**Email:** jdgunn@santafenm.gov

**Signature:** *Erika Quintana*

**Email:** [efquintana@santafenm.gov](mailto:efquintana@santafenm.gov)