



**Michael J. Garcia, Mayor**

**Date:** June 4, 2026

**To:** Michael J. Garcia, Mayor  
Public Works & Utilities Committee, Finance Committee, Governing Body

**Via:** Andrea K. Phillips, Deputy City Manager AP

**From:** Terry Lease, Manager, Asset Development TL  
Nina A. Nguyen, Project Manager, Asset Development NAN

**Subject:** **Amendment 1 to Lease Agreement Between City of Santa Fe and Santa Fe Solid Waste Management Agency**

**ITEM AND ISSUE:**

Asset Development respectfully requests your review and approval of Amendment 1 to the Lease Agreement between City of Santa Fe (“City” or “Lessor”) and Santa Fe Solid Waste Management Agency (“SFSWMA” or “Lessee”) for the lease of the City-Owned Buckman Road Recycling & Transfer Station (“BuRRT”). Amendment 1, if approved, will extend the term of the Lease Agreement and adjust the rent; (Terry Lease, tjlease@santafenm.gov, (505) 629-2206, Nina A. Nguyen, nanguyen@santafenm.gov, (505) 819-1870)

**BACKGROUND AND SUMMARY:**

SFSWMA was formed in 1995 under the terms of the New Mexico Joint Powers Agreement Act by the City of Santa Fe and Santa Fe County, New Mexico. The Joint Powers Agreement delegated SFSWMA the power to plan for, operate, construct, maintain, repair, replace or expand the City’s Buckman Road Recycling & Transfer Station (“BuRRT”). Lease Agreement Item #05-0780 dated September 22, 2005, between the City and SFSWMA (“2005 Lease”), as amended, leased the BuRRT facility to SFSWMA. This agreement terminated on August 1, 2015, and was replaced by the current Lease Agreement (Item #16-0828) with an effective date of October 1, 2016, and a Termination Date of September 28, 2024. The initial term of the Lease Agreement has terminated and SFSWMA has continued to occupy BuRRT in a month-to-month tenancy. The first of two Option Terms of 6-years each (“Option Term”) is the subject of this Amendment 1, and the Lease Agreement requires that the rent for each Option Term be negotiated in good faith; if after 180-days the Parties have not negotiated the Option Term rent, it shall be established by a real estate appraisal. The Parties now desire to extend the term of the Lease Agreement and adjust the rent based on an appraisal completed

**City Council**

Alma G. Castro, District 1  
Patricia Feghali, District 1

Elizabeth “Liz” Barrett, District 2  
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3  
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4  
Amanda Chavez, District 4

by Hippauf Dry & Connelly with an effective date of valuation of September 12, 2025 (“2025 Appraisal”). The Parties recognize that the “fair market rent” as determined in the 2025 Appraisal represents an increase over the current rent being paid for the BuRRT Facility. The Parties further recognize that an increase in rent may result in SFSWMA having to raise fees ultimately paid by the general public to cover the increase. While the City is obligated to charge a fair market rent, the Parties have agreed to phase in the rent increase over 5-years and extend the duration of the first Option Term by 8 months to minimize the impact of any potential increase in rates.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

Munis Org Name/Number: 2122800

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins Date: 06/05/2026  
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: \_\_\_\_\_

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:**

Lease Agreement Amendment #1

Lease Agreement #16-0828

Certificate of Insurance

Real Property Determination

**CITY OF SANTA FE AMENDMENT 1 TO LEASE  
AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE  
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

This Amendment 1 to the City of Santa Fe lease agreement entitled “Lease Agreement Between the City of Santa Fe and the Santa Fe Solid Waste Management Agency”, with an effective date of October 1, 2016, Item #16-0828 (“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 municipality chartered under the laws of New Mexico (“Lessor” or “City”) and the SANTA FE SOLID WASTE MANAGEMENT AGENCY, an agency created under the terms of the New Mexico Joint Powers Agreement Act (“Lessee” or “SFSWMA”), together the “Parties”.

**WHEREAS**, SFSWMA was formed in 1995 under the terms of the New Mexico Joint Powers Agreement Act, NMSA 1978 Sections 11-1-1 through 11-1-7, by the City of Santa Fe and Santa Fe County, New Mexico; and

**WHEREAS**, the Joint Powers Agreement delegated SFSWMA the power to plan for, operate, construct, maintain, repair, replace or expand the City’s Buckman Road Recycling & Transfer Station (“BuRRT”) and the Santa Fe County Caja Del Rio Landfill; and

**WHEREAS**, Lease Agreement Item #05-0780 dated September 22, 2005, between the City and SFSWMA (“2005 Lease”), as amended, leased the BuRRT facility to SFSWMA for the purpose of operating a Transfer Station, Regional Material Recovery Facility, Green Waste Processing Facility, Scrap Tire Processing Facility, and Scrap Metal Collection Facility; and

**WHEREAS**, the 2005 Lease terminated on August 1, 2015, and was replaced by the Lease Agreement (Item #16-0828) with an effective date of October 1, 2016, and a Termination Date of September 28, 2024, for Lessee’s continued occupancy of the BuRRT facility; and

**WHEREAS**, the Lease Agreement had an initial term of 8-years with two Option Additional Terms of 6-years each (“Option Term”); each Option Term requires that Lessee notify the City at least 365 days prior to the termination of the then current term; and

**WHEREAS**, Lessee notified the City of its desire to exercise the first Option Term of the Lease Agreement, and has continued to occupy BuRRT in a month-to-month tenancy; and

**WHEREAS**, the Lease Agreement requires that the rent for each Option Term be negotiated in good faith, and if after 180-days the Parties have not negotiated the Option Term rent, it shall be established by a real estate appraisal; and

**WHEREAS**, the Parties now desire to extend the term of the Lease Agreement and adjust the rent based on an appraisal of the BuRRT Facility completed by Hippauf Dry & Connelly with an effective date of valuation of September 12, 2025 (“2025 Appraisal”); and

**WHEREAS**, the Parties recognize that the “fair market value” as determined in the 2025 Appraisal represents a significant increase over the current rent being paid for the BuRRT Facility; and

**WHEREAS**, the Parties further recognize that a significant increase in rent may result in SFSWMA having to raise fees ultimately paid by the general public to cover the increase; and

**WHEREAS**, the Parties have agreed to phase in the rent increase over 5-years and extend the duration of the first Option Term by 8 months.

**AMENDMENT:**

Pursuant to Section 25 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, agree that the Lease Agreement is amended as follows:

1. The first Option Term of six (6) years, as provided for in Section 3 (TERM), is hereby extended by 8 months and approved by Lessor with an effective date of June 1, 2026, and a termination date of May 31, 2032.

2. Section 4B (Rent during Optional Additional Term(s)) is hereby deleted in its entirety and replaced with the following:

**B. Rent during First Optional Term.** Commencing June 1, 2026, Lessee shall pay Option Additional Term annual rent pursuant to **Exhibit B** attached hereto.

**C. Rent during Second Optional Term.** Commencing June 1, 2032, Lessee shall pay Option Additional Term annual rent pursuant to **Exhibit B** attached hereto.

**D. Rent Payments.** All rents are due on the Effective Date of each Option Additional Term and thereafter due in full on the first day of each year during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to: City of Santa Fe, Accounts Payable Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. ***Please include Item #16-0828 on all payments.***

3. Sections 4C and 4D are hereby added as follows:

**C. Penalty for Late Rent Payment.** If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.

**D. Rent Schedule.** In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule for the Option Terms attached as **Exhibit B**.

Except as specifically provided in Amendment 1 the Lease Agreement shall remain in full force and effect, in accordance with its terms.

**IN WITNESS WHEREOF**, the Parties have executed Amendment 1 as of the last date of signature below,

LESSOR: **CITY OF SANTA FE**

LESSEE: **SANTA FE SOLID WASTE  
MANAGEMENT AGENCY**

\_\_\_\_\_  
MICHAEL J. GARCIA, MAYOR

*Lisa Cacari Stone*  
[Lisa Cacari Stone \(Jun 1, 2026 08:17:12 MDT\)](#)  
LISA CACARI STONE, CHAIR

DATE: \_\_\_\_\_

DATE: Jun 1, 2026

ATTEST:

\_\_\_\_\_  
GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

*Ruby Crews*  
[Ruby Crews \(Jun 1, 2026 08:29:27 MDT\)](#)  
RUBY A. CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

\_\_\_\_\_  
ANDREA K. PHILLIPS, INTERIM FINANCE DIRECTOR  
Object Org. Code 2122800-460150

*[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

## Exhibit B – Option Term Rent Schedule

Option Years	Year	Term Dates		Acres	Total Annual Rent	Escalation	Monthly Rent
<b>Hold Over</b>		10/1/2024	6/30/2026	24.07	\$266,000.00		
*	11	7/1/2026	6/30/2027	24.07	\$277,774.80		
*	12	7/1/2027	6/30/2028	24.07	\$289,549.60		
*	13	7/1/2028	6/30/2029	24.07	\$301,324.40		
*	14	7/1/2029	6/30/2030	24.07	\$313,099.20		
*	15	7/1/2030	6/30/2031	24.07	\$324,874.00		
*	16	7/1/2031	6/30/2032	24.07	\$332,995.85	2.50%	
**	17	7/1/2032	6/30/2033	24.07	\$341,320.75	2.50%	
**	18	7/1/2033	6/30/2034	24.07	\$349,853.76	2.50%	
**	19	7/1/2034	6/30/2035	24.07	\$358,600.11	2.50%	
**	20	7/1/2035	6/30/2036	24.07	\$367,565.11	2.50%	
**	21	7/1/2036	6/30/2037	24.07	\$376,754.24	2.50%	
**	22	7/1/2037	6/30/2038	24.07	\$386,173.10	2.50%	
* First Option Term, ** Second Option Term							

**LEASE AGREEMENT  
BETWEEN THE CITY OF SANTA FE AND  
THE SANTA FE SOLID WASTE MANAGEMENT AGENCY**

This LEASE AGREEMENT (Lease Agreement) is made and entered into this 1st day of October, 2016, by and between the CITY OF SANTA FE, a municipal corporation (Lessor) and the SANTA FE SOLID WASTE MANAGEMENT AGENCY ("SFSWMA") (Lessee), together the "Parties."

**WITNESSETH:**

In consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

**1. PREMISES**

Lessor leases to Lessee and Lessee leases from Lessor those certain premises consisting of: (i) approximately 24.07 acres of land located within the City of Santa Fe, New Mexico (the Land) being more fully described and shown on **Exhibit A** attached hereto and incorporated herein (said exhibit to be replaced with an updated survey plat prepared by Richard A. Morris, N.M.P.L.S No. 10277 provided by Lessor within forty-five (45) days of the Effective Date of this Lease Agreement), and (ii) the improvements upon the Land known as the Buckman Road Recycling and Transfer Station ("BuRRT") (the Improvements). Together, the Land and the Improvements are hereinafter referred to as the Facility.

Lessee accepts the Facility in its present state, without any representation or warranty by Lessor as to the condition of the Facility or as to the use which may be made thereof.

**2. EFFECTIVE DATE**

This Lease Agreement shall become effective on October 1, 2016 (the Effective Date).

**3. TERM**

The "Initial Term" of this Lease Agreement shall be eight (8) years from the Effective Date with two (2) "Optional Additional Terms" of six (6) years each, contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least three hundred and sixty-five (365) days prior to the expiration of the Initial Term or any Optional Additional Term. The Initial Term and any Optional Additional Term(s) are hereinafter referred to collectively as, the "Term."

In the event Lessee remains in possession of the Premises after the expiration of the Initial term or any Optional Additional Term, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, rent shall be prorated and payable on a monthly basis in advance of the first day of each month, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

Either Party may terminate this Lease Agreement upon three hundred sixty-five (365) days written notice to the other Party.

**4. RENT**

Rent shall be paid as follows:

A. Rent during Initial Term. Lessee shall pay Two Hundred Sixty-Six Thousand Dollars

and No Cents (\$266,000.00) as annual rent (Rent), due in full on the Effective Date and each year thereafter on the anniversary of the Effective Date of this Lease Agreement without notice or demand and without deduction or offset for any cause whatsoever. As Lessor is Lessee's Fiscal Agent, Lessee shall make payments to Lessor through internal procedures of recognizing expenditures and revenues.

B. Rent during Optional Additional Term(s). The Rent during any Optional Additional Term(s) of this Lease Agreement shall be negotiated in good faith by the Parties with such negotiations to commence upon Lessor's receipt of proper written notice from Lessee of Lessee's intent to exercise any Optional Additional Term(s) in accordance with Section 3 of this Lease Agreement. If after one hundred and eighty days (180) days the Parties have not negotiated the Rent for any Optional Additional Term(s), then Rent for any Optional Additional Term(s) shall be the fair market value rent established by a real estate appraisal prepared by an MAI-certified real estate appraiser licensed by the state of New Mexico who possesses documented experience specific to the appraisal of similar facilities (the Appraisal) submitted by Lessee to Lessor a minimum of ninety (90) days prior to the commencement of any such Optional Additional Term(s).

## 5. DEFINITIONS

A. Commercial Hauler: A company for hire that collects and transports solid waste and/or recyclables.

B. Commercial Vehicle: Means vehicles with a GVW greater than 12,500 pounds.

C. Conditionally Exempt Small Quantity Generator (CESQG): A generator that produces no more than 220 pounds of hazardous waste, or no more than 2.2 pounds of acutely hazardous waste, in a calendar month.

D. Conventional Recyclables: Recyclables include, but are not limited to, old newspaper (ONP), old corrugated cardboard (OCC), magazines, junk mail, office paper, aluminum cans (UBC), aluminum foil, steel cans, plastic bottles and glass bottles and jars prepared in accordance with Lessee's published requirements.

E. Green Waste: Vegetative organic matter resulting from landscaping, land maintenance and agricultural operations. Green waste includes, but is not limited to, cuttings and trimmings from trees, shrubs, or lawns and similar materials. Green waste does not include rock, dirt, metal, plastic, paper or any type of construction and demolition materials.

F. Gross Vehicle Weight (GVW): The total weight of the vehicle, any trailer, its occupants and contents.

G. Household Hazardous Waste (HHW): Leftover household products such as paints, cleaners, oils, batteries, and pesticides that contain potentially hazardous ingredients which require special handling when disposed of.

H. Passenger Vehicle: Means vehicles with a GVW less than 12,500 pounds. Passenger vehicles are small vehicles that include cars, pickup trucks and pickup trucks with trailers.

I. Scrap Metal: Appliances and other objects which consist of a minimum of 60% metal by weight. Scrap metal includes, but is not limited to, household appliances, some building materials and auto parts.

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J. Scrap Tire: A tire that is no longer suitable for its originally intended purpose because of wear, damage or defect.

K. Self-Dumping Apparatus or Trailer: An apparatus or trailer that dumps by mechanical, battery operated or hydraulic means without the need to manually unload the solid waste and/or recyclables.

L. Self-Hauler: A resident or business that transports its own solid waste and/or recyclables.

M. Solid Waste: All putrescible and non-putrescible materials generated or originating from residential, commercial, or community activities that are discarded or rejected, whether (i) as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, (ii) as having served their intended use, or (iii) for any other reason. Solid waste does not include materials accepted for recycling or reuse or materials.

## **6. USE OF THE FACILITY**

A. Use. The Facility has been developed and is currently used as a "Transfer Station" and Lessee will use said Facility as a transfer station for the receipt of Solid Waste and Conventional Recyclables for transfer to the Caja del Rio Landfill or other facilities (Transfer Station), regional Material Recovery Facility (MRF), Green Waste area (GWA), Scrap Tire area (STA), Scrap Metal area (SMA), and a HHW collection center. The Facility shall accept solid waste and recyclables as follows:

(i) The Transfer Station shall accept solid waste from Passenger Vehicles and Self-haulers only. The Transfer Station shall not accept Solid Waste from Commercial Vehicles, Commercial Haulers, or from any vehicles that utilize Self-Dumping Apparatus, provided however that upon written agreement of the Parties, Commercial Vehicles, Commercial Haulers, and vehicles that utilize Self-Dumping Apparatus may be accepted by Lessee on a case-by-case basis.

(ii) The HHW collection center shall accept HHW from Passenger Vehicles only and in accordance with the Lessee's operating permit(s) for the Facility provided, however, that upon written agreement of the Parties, the HHW collection center may accept CESQG waste from Commercial Vehicles on a case-by-case if allowed by the Lessee's operating permit(s).

(iii) The Lessee shall accept from Passenger Vehicles and Commercial Vehicles Conventional Recyclables, Green Waste, Scrap Tires, and Scrap Metal at the MRF, GWA, STA and SMA, respectively.

(iv) All Commercial Vehicles delivering Solid Waste and Conventional Recyclables shall be directed to use of the Buckman Road entrance gate only, with the exception of Lessor-owned recycling collection vehicles which may utilize the Paseo de Vista entrance gate. All Passenger Vehicles shall have access to both the Buckman Road and Paseo de Vista entrance gates.

(v) Lessee shall accept waste at the Facility as provided in this Section 6 during the Term of this Lease Agreement unless: (i) the provisions for acceptance of waste are amended by written agreement of the Parties, or (ii) the acceptance of a specific type of waste would be in violation of the permit(s) for the Facility as described in Section 13.

B. Emergency Use. In the event that an emergency condition causes the Caja del Rio Landfill to be unable to accept solid waste for disposal, the Lessee may allow City of Santa Fe

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and Santa Fe County Solid Waste collection vehicles to dispose of Solid Waste at the Transfer Station for subsequent transportation to another regional permitted landfill, provided that this paragraph shall not apply to temporary shutdowns necessitated by inclement weather conditions.

**7. HOURS OF OPERATION**

The Facility shall operate seven (7) days per week, excluding observed SFSWMA holidays, between the hours of 7:00 a.m. and 7:00 p.m. The Lessee may extend the hours of operation: (i) in cases of emergency, or (ii) to accommodate the operational requirements of the Facility with the prior written approval of Lessor.

**8. UTILITIES**

Lessee shall be solely responsible for, and shall promptly pay, all utility charges and fees of whatever kind and nature are required for the operation of the Facility, including without limitation, charges and fees for electrical service, natural gas, domestic and irrigation water, sanitary sewer, solid waste, telephone, cable television, internet and wireless services, and other utility services which may be incurred in connection with Lessee's use of the Facility.

**9. SIGNS**

Lessee shall not place, nor cause to be placed, nor knowingly allow the placement of, any sign on the Facility without the prior written consent of Lessor, with the exception of any signs in existence as of the Effective Date of this Lease Agreement, as well as any signs required by Title 20, Chapter 9 of the New Mexico Administrative Code (20.9.2 – 20.9.10 NMAC) and any signs that are used to direct traffic or identify general operating procedures and rules of the Facility. Upon the expiration of this Lease Agreement, at Lessor's request, Lessee shall, at Lessee's sole expense, remove any and all such signs and shall repair any damage to the Facility caused by the removal of such signs.

**10. ALTERATIONS AND IMPROVEMENTS**

A. Lessor's Permission Required. Lessee shall make no alterations, additions or improvements to the Facility, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

B. Ownership of Improvements. Any alterations, additions or improvements made by Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall become the property of Lessor upon the termination of this Lease Agreement, unless Lessee elects to remove them and restore the Facility to the condition existing prior to the installation of such fixtures, ordinary wear and use excepted.

C. Construction Permits. Lessee, at Lessee's sole expense, shall secure and maintain all relevant construction permits as required by law for any and all alterations, additions or improvements to the Facility made by Lessee.

**11. MAINTENANCE, REPAIRS AND REPLACEMENTS**

A. No Waste, Damage or Injury. Lessee shall not cause or permit any waste, damage or injury to the Facility or its contents. Lessee shall, at its sole expense keep and maintain the Facility and its contents in good condition and good working order (reasonable wear and tear excepted) and, shall undertake all necessary regular maintenance and required repairs and replacements related to the Facility and its contents.

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B. Schedule of Maintenance, Repairs and Replacements. Maintenance, repairs and replacements undertaken by the Lessee shall be made promptly and when necessary. Repairs and replacements shall be of a quality of materials and workmanship equal to or superior to that originally existing in the Facility.

C. Repairs and Replacements Required as of the Effective Date. As of the Effective Date of this Lease Agreement the Parties acknowledge and agree that the following repairs and replacements to the Facility are required and that Lessee shall perform, or cause to be performed, the listed repairs or replacements within the Initial Term of this Lease Agreement as follows:

(i) Repair or replacement of the membrane roofing system of the Transfer Station building, the extent and performance of such repair or replacement to be in accordance with the recommendations of an assessment report prepared by a licensed consulting firm utilizing Registered Roof Observers (RRO) certified by the Roofing Consultants Institute (RCI) to be provided by the Lessee to the Lessor within sixty (60) days of the Effective Date of this Lease Agreement;

(ii) Repair or replacement of the roofing system of the Administration Building or provision of documentation to the Lessor by the Lessee that such roofing system has been repaired or replaced, and warranted, prior to the Effective Date of this Lease Agreement;

(iii) Repair of the wetlands-style wastewater treatment system or replacement with an alternate system, subject to New Mexico Environment Department approval;

(iv) Repair of the water line inside the Transfer Station building to an operational condition for daily operations;

The listing of specific required repairs and replacements in this Section 11.C does not relieve Lessee from the requirement to perform all other necessary regular maintenance and required repairs and replacements pursuant to this Section 11.

D. Lessee's Failure to Perform. Lessee's failure to promptly undertake any required maintenance, repairs, or replacements shall constitute a material breach of this Lease Agreement. In such instance, Lessor may elect, but shall not be required, to undertake any such maintenance, repairs and replacements and the costs thereof shall constitute and be collectible from the Lessee as additional Rent in the lease year that the costs are incurred.

## **12. LITTER AND PEST MANAGEMENT**

A. Litter Clean-up. Lessee shall, at Lessee's expense, collect and dispose of litter and debris from the roads immediately adjacent to the Facility including Buckman Road, Paseo de Vistas, and Rincon de Torreon. Lessee's obligations pursuant to this Section 12 shall include weekly inspections of the roads surrounding the Facility and collection and disposal of litter and debris from the roads surrounding the Facility a minimum of four (4) times per month.

B. Pest Management. Lessee shall at all times remain in compliance with the City of Santa Fe's Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

## **13. OPERATING AND ENVIRONMENTAL PERMITS**

Lessee shall maintain, at Lessee's sole expense, any and all appropriate operating and environmental permits for the Facility including, but not limited to State of New Mexico Solid Waste Permit(s) and National Pollutant Discharge Elimination System (NPDES) permit(s).

Lessee shall, within ten (10) days of Lessee's receipt of a written request from Lessor, provide to Lessor copies of any notices of violation(s) related to, or resulting from, any operating and environmental permits, or lack thereof, for the Facility.

#### **14. HAZARDOUS WASTE**

Regulated hazardous waste (Hazardous Waste) is defined as those materials defined as such by the federal Resource Conservation and Recovery Act (RCRA). The presence of Hazardous Waste at the Facility shall be subject to the following conditions:

A. Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that Hazardous Waste has come to be located in, on, under, above, or about the Facility, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Waste.

B. Lessee Remediation and Indemnification. Lessee shall not cause or permit any Hazardous Waste to be spilled or released in, on, under or about the Facility and shall promptly, at Lessee's expense, take all investigatory and/or remedial action required by governmental entities having jurisdiction over Hazardous Waste for the cleanup of any resulting contamination, including, but not limited to, the maintenance, security and/or monitoring of the Facility or neighboring properties, that was (i) caused or materially contributed to by Lessee, or (ii) pertained to or involved Hazardous Waste brought onto the Facility during the Term of this Lease Agreement, by or for Lessee, or any third party.

C. Investigations and Remediation. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Waste at the Facility prior to the Lessee's first use of the Facility, unless (i) such remediation measure is required as a result of the Lessee's use (including alterations) of the Facility and (ii) Lessee knew, or reasonably should have known, that its actions would necessitate the remediation measures, in which event Lessee shall be responsible for such remediation measures.

#### **15. INSURANCE**

A. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, commercial general liability insurance covering bodily injury, personal and advertising injury, property damage, and broad contractual liability, in a form and with an insurance company acceptable to the Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from the Lessee's use of the Facility. Such policy shall be endorsed (a) to name the City of Santa Fe, its officials, agents and employees as additional insured, and (b) to state that the coverages provided are primary for all claims, losses or suits arising from Lessee's use or occupancy of the Facility or operations performed by Lessee and/or its agents thereon, and any insurance or self-insurance carried by Lessor shall not be required to contribute therewith.

Prior to the Effective Date of this Lease Agreement and thereafter throughout the Term when requested by the Lessor, Lessee shall provide Lessor with certificates of insurance 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.

B. Worker's Compensation Insurance. Lessee shall also obtain and maintain workers' compensation insurance, as required by laws of the State of New Mexico, to provide coverage for Lessee's employees throughout the Term of this Lease Agreement. Lessee shall provide the Lessor with a certificate of insurance evidencing its compliance with such requirement prior to performing services under this Lease Agreement. The Workers' Compensation policy shall be endorsed to provide a Waiver of Subrogation in favor of Lessor.

C. Business Automobile Insurance. Lessee shall maintain business automobile coverage for bodily injury and property damage for all owned, non-owned and hired automobiles. Unless provided by the Pollution Liability coverage described below, such policy shall insure against the discharge, dispersal, seepage, migration, release or escape of pollutants and/or contaminants contained in or upon automobiles used by or on behalf of Lessee in its operations.

D. Pollution Liability. Lessee shall maintain pollution liability coverage that includes, but is not limited to coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants, arising out of, in connection with, or resulting from (a) any operations, use, occupancy or performance of services by Lessee under this Lease Agreement, and (b) any transportation of Hazardous Waste or contaminants.

## **16. ACCESS TO THE FACILITY**

At all reasonable times during the Term of this Lease Agreement, Lessor, or its duly authorized representatives, shall have the right to enter upon the Facility and to make any such inspections of the Facility as the Lessor deems necessary, including but not limited to inspections by Lessor to determine Lessee's compliance with Section 11 of this Lease Agreement. In no event shall the Lessee impair or interfere with Lessor's reasonable access to the Facility.

## **17. NOTICE**

Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, 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

Director  
Environmental Services Division  
City of Santa Fe  
P. O. Box 909  
Santa Fe, NM 87504-0909

### To Lessee

Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506

## **18. EXCULPATORY CLAUSE**

To the extent allowed by law, Lessor shall not be liable for, and Lessee agrees to defend, indemnify and hold harmless the Lessor against, any and all claims, including claims for negligence, for injury or damage to persons or property occurring within the Facility arising out

SEC CLERK RECORDED 09/07/2015

of (i) a physical condition in the Facility existing prior to the Effective Date of this Lease Agreement if caused by some action or inaction of Lessee, including a failure of Lessee to properly maintain and repair the Facility, or (ii) a physical condition in the Facility that Lessee knows of, or reasonably should have known of, unless such injury or damage is caused by some action of Lessor, its agents, servants or employees after the Effective Date of this Lease Agreement.

**19. NO THIRD PARTY BENEFICIARIES**

This Lease Agreement does not create in the public or any member thereof, a third party beneficiary or authorize anyone not a party to this Lease Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to this Lease Agreement.

**20. NEW MEXICO TORT CLAIMS ACT**

By entering into this Lease Agreement, neither Party shall be responsible for liability incurred as a result of the other Party's act or omission in connection with this Lease Agreement. Any liability incurred in connection with this Lease Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the Parties hereto and is not intended to modify, in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Parties and their "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 limitations of liability pursuant to law. No provision of this Lease Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**21. SEVERABILITY**

In the event that any one or more of the provisions of this Lease Agreement or any application thereof shall be determined by a court of law to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Lease Agreement and any other application thereof shall not in any way be affected or impaired thereby.

**22. APPLICABLE LAW**

This Lease Agreement shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of New Mexico.

**23. ASSIGNMENT AND TRANSFER**

Lessor shall have the right to transfer and assign, in whole or in part, its rights and obligations under this Lease Agreement and in the Facility. Lessee shall not assign this Lease Agreement or sublet all or any part of the Facility without the prior written consent of the Lessor.

**24. NO WAIVER**

No waiver of a breach of any of the covenants contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

**25. ENTIRE AGREEMENT**

The foregoing constitutes the entire agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interest as well as all of their

SEC CLERK RECORDED 05/07/2015

duties, responsibilities and obligations. Any and all prior agreements and understandings between the Parties are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

**26. RECORDING**

This Lease Agreement shall be recorded in its entirety.

**27. BINDING EFFECT**

This Lease Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and is specifically enforceable.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

REC CLERK RECORDED 03/07/2015

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this  
31<sup>ST</sup> day of AUGUST, 2016.

LESSOR:  
CITY OF SANTA FE

*J. M. Gonzales*  
\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

ATTEST:

*Yolanda Y. Vigil*  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg. 8/31/16

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
AGREEMENT (COUNTY) NC  
PAGES: 11

I Hereby Certify That This Instrument Was Filed for  
Record On The 7TH Day Of September, 2016 at 08:55:00 AM  
And Was Duly Recorded as Instrument # 1803739  
Of The Records Of Santa Fe County

APPROVED AS TO FORM:

*Kelly A. Brennan*  
\_\_\_\_\_  
KELLY A. BRENNAN, CITY ATTORNEY

*Estrella Martinez*  
Deputy \_\_\_\_\_  
Witness My Hand And Seal Of Office  
Geraldine Salazar  
County Clerk, Santa Fe, NM

APPROVED:

*Oscar S. Rodriguez*  
\_\_\_\_\_  
OSCAR S. RODRIGUEZ, FINANCE DIRECTOR  
8-29-2016



Business Unit/Line Item: 51250.401200

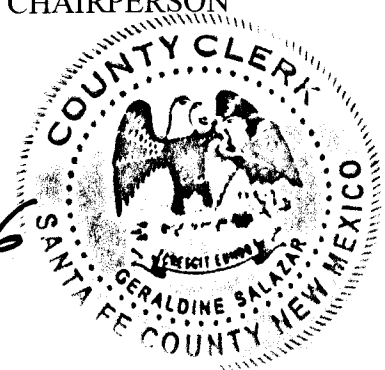
LESSEE:  
SANTA FE SOLID WASTE MGMT. AGENCY

*Kathy Holian*  
\_\_\_\_\_  
KATHY HOLIAN, CHAIRPERSON

ATTEST:

*Geraldine Salazar*  
\_\_\_\_\_  
GERALDINE SALAZAR, COUNTY CLERK

9-1-2016



APPROVED AS TO FORM:

*Nancy R. Long*  
\_\_\_\_\_  
NANCY R. LONG, SFSWMA ATTORNEY

REC'D CLERK RECORDED 85/87/2815





# 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:**

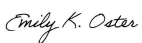
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent 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:** Terry Lease  
Terry Lease (Jun 4, 2026 14:34:20 MDT)  
**Email:** tjlease@santafenm.gov

**Signature:** ANDREA PHILLIPS  
ANDREA PHILLIPS (Jun 5, 2026 12:17:31 MDT)  
**Email:** akphillips@santafenm.gov