



City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:

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

Date: February 18, 2025

To: Mayor Alan Webber and Governing Body
Finance and Public Works and Utilities

Via: Johanna Nelson, Director, Office of Economic Development

JN

From: Terry Lease, Asset Development Manager, Office of Economic Development

TL

Nina Nguyen, Asset Development Associate, Office of Economic Development

NAN

Subject: Easement for Telecommunications Facilities on the Genoveva Chavez Community Center

Vendor Name: Plateau Telecommunications, Inc.

Vendor Number: 8624

ITEM AND ISSUE:

Asset Development respectfully requests your review and approval of Easement for Telecommunications Facilities, Plateau Telecommunications, Inc. in the amount of \$32,456.25, which includes tax, in order to install and maintain a telecommunications electronics central office on the Genoveva Chavez Community Center; (Terry Lease, tjlease@santafenm.gov, (505) 629-2206; Nina Nguyen, nanguyen@santafenm.gov, (505) 819-1870)

BACKGROUND AND SUMMARY:

On May 9, 2018, Ordinance No. 2018-16 was passed: Granting Plateau Telecommunication, Incorporated (Plateau) a non-exclusive franchise to operate a telecommunications network within the City of Santa Fe; the right to use City public rights-of-way to provide telecommunications services within the City; and fixing the terms and conditions thereof. In December 2023 Plateau requested an easement to expand their network capability in Santa Fe with a 12' x 21' prefabricated building and backup generator on a 50' x 50' area on the Genoveva Chavez Community Center grounds, which would be fenced in. On May 3, 2024, the City received an appraisal for the parcel for \$30,000.00 and Plateau has agreed to pay that amount, plus tax, for a total of \$32,456.25 for the easement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

Munis Org Name/Number: Economic Development/2122800

Munis Object Name/Number: Land-rentals/460150

Budget Officer / Designee: Andy Hopkins **Date:** 02/18/2025

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:

- Easement Document
- Franchise Ordinance
- Certificate of Insurance
- Staff Approvals
- Real Property Determination

E A S E M E N T

For Telecommunications Facilities

The City of Santa Fe, a charter municipality organized under the laws of New Mexico (hereinafter "the Grantor"), for and in consideration of Thirty-Two Thousand Four Hundred Fifty-Six Dollars and Twenty-five Cents (\$32,456.25) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Plateau Telecommunications, Incorporated, a New Mexico Corporation (hereinafter "the Cooperative"), the right and authority to enter upon the lands described below (hereinafter "the Property"), in order to construct, install, operate, maintain, repair, inspect, relocate, replace and remove a telecommunications central office, consisting of underground cables, wire and conduits, surface pedestals, testing terminals and markers;

TOGETHER WITH the right of ingress or egress upon or across the Property, as may be reasonably necessary to allow the Cooperative to exercise the rights created by this Easement.

THE PROPERTY is located in Santa Fe County, New Mexico, and is more particularly described as follows:

(SEE ATTACHED EXHIBIT A)

This Easement is intended for access to a 50' x 50' parcel to house a telecommunication electronics central office, including an equipment shelter on a concrete pad, a propane tank, and a generator. This Easement also includes a 5' utility easement for maintenance of a fiber optic cable and commercial power and access easement as described in the attached Exhibit A on lands identified by Parcel Number 99306767 situated within Tract G of the Rodeo De Santa Fe property within the S/2 of the SW/4 of Section 4, T 16 N, R 9 E, NMPM, Santa Fe County, New Mexico.

This Easement is executed and delivered by the Grantor with warranty covenants, and the following conditions apply:

The Cooperative shall have the right to designate the route, the location and the depth of any and all telecommunications facilities installed upon or under the Property pursuant to this Easement.

The Cooperative will indemnify the Grantor and hold it harmless from any liability or claim of liability, which may arise as a result of the exercise by the Cooperative of any rights created by this Easement.

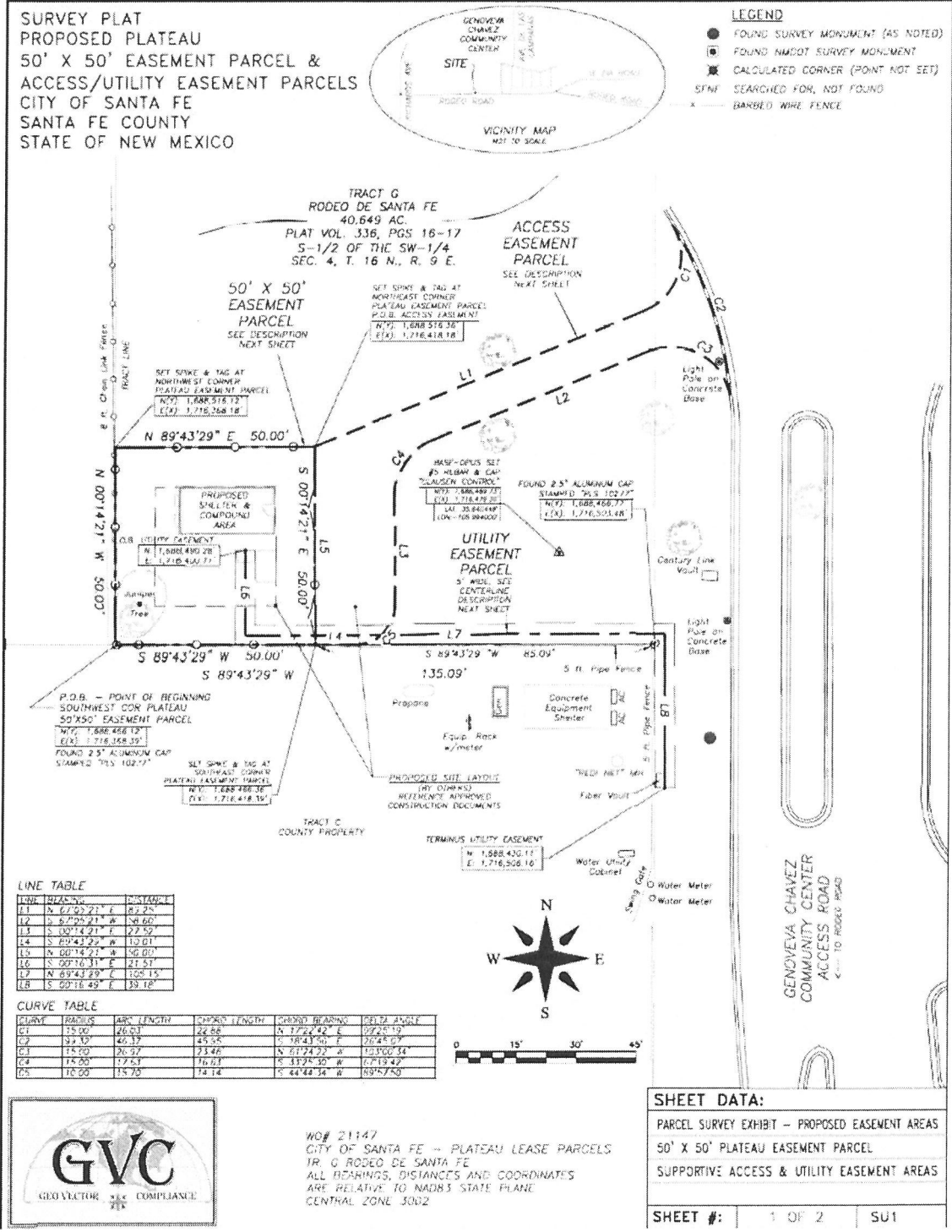
Property shall be properly maintained by Cooperative to not allow for accumulation of non-working equipment, weeds, debris or graffiti on its installations.

The Cooperative shall repair or replace any Grantor-owned infrastructure or apparatuses located on or off the Property which are damaged as a result of the actions of the Cooperative, its employees, agents, or representatives relating to this Easement.

The Easement parcel shall be vacated upon the Cooperative not actively utilizing the Property for a consecutive period of twenty-four months or two years.

Any assignment or transfer of the Easement parcel must be approved by the Grantor.

Exhibit A



**SURVEY PLAT
PROPOSED PLATEAU
50' X 50' EASEMENT PARCEL &
ACCESS/UTILITY EASEMENT PARCELS
CITY OF SANTA FE
SANTA FE COUNTY
STATE OF NEW MEXICO**



LEGEND

- FOUND SURVEY MONUMENT (AS NOTED)
- FOUND MIGHT SURVEY MONUMENT
- CALCULATED CORNER (POINT NOT SET)
- SNF SEARCHED FOR, NOT FOUND
- X--- BARBED WIRE FENCE

50' X 50' EASEMENT PARCEL DESCRIPTION

A FIFTY FOOT BY FIFTY FOOT (50' X 50') PARCEL OF LAND FOR A TELECOMMUNICATIONS EQUIPMENT AND UTILITY EASEMENT AREA ("50' X 50' EASEMENT PARCEL") WITHIN TRACT G, RODEO DE SANTA FE (CITY OF SANTA FE) AS THE SAME IS SHOWN ON THE PLAT "BOUNDARY SURVEY LOT LINE ADJUSTMENTS FOR THE RODEO PROPERTY" RECORDED IN PLAT VOLUME 336, PAGES 16 THROUGH 17, PLAT RECORDS OF SANTA FE COUNTY, CITY OF SANTA FE, SANTA FE COUNTY, STATE OF NEW MEXICO; SAID 50' X 50' EASEMENT PARCEL BEING MORE PARTICULARLY DESCRIBED WITH REFERENCE TO THE NAD83 NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (3002) AS FOLLOWS:

THE POINT OF BEGINNING (P.O.B.) BEING AN IRON ROD WITH 2.5" ALUMINUM CAP STAMPED "10277" FOUND FOR THE COMMON SOUTHERLY CORNER OF SAID TRACT G AND THE SOUTHWEST CORNER OF TRACT D (SANTA FE RODEO GROUNDS); THE SAME HAVING COORDINATES OF N(Y): 1,688,466.12; E(X): 1,716,368.39; AND BEING THE SOUTHWEST CORNER OF THE 50' X 50' EASEMENT PARCEL (HEREIN DESCRIBED); FROM WHICH AN IRON ROD WITH 2.5" ALUMINUM CAP STAMPED "10277" FOUND FOR THE COMMON SOUTHERLY CORNER OF SAID TRACT G AND THE NORTHEAST CORNER OF TRACT C (COUNTY PROPERTY) HAVING COORDINATES OF N(Y): 1,688,466.77; E(X): 1,716,503.48; BEARS NORTH 89° 43' 29" EAST 135.09 FEET; THENCE, FROM SAID P.O.B., THE FOLLOWING FOUR (4) COURSES:

1. WITH THE COMMON TRACT G AND TRACT D BOUNDARY LINE, NORTH 00° 14' 21" WEST 50.00 FEET TO A SPIKE & TAG SET FOR THE NORTHWEST CORNER OF THE 50' X 50' EASEMENT PARCEL HAVING COORDINATES OF N(Y): 1,688,516.12; E(X): 1,716,368.18;
2. DEPARTING SAID TRACT LINE, NORTH 89° 43' 29" EAST 50.00 FEET TO A SPIKE & TAG SET FOR THE NORTHEAST CORNER OF THE 50' X 50' EASEMENT PARCEL HAVING COORDINATES OF N(Y): 1,688,516.36; E(X): 1,716,418.18;
3. SOUTH 00° 14' 21" EAST 50.00 FEET TO A SPIKE & TAG SET IN THE NORTH BOUNDARY LINE OF SAID TRACT C FOR THE SOUTHWEST CORNER OF THE 50' X 50' EASEMENT PARCEL HAVING COORDINATES OF N(Y): 1,688,466.36; E(X): 1,716,418.39;
4. WITH SAID NORTH TRACT C BOUNDARY LINE, SOUTH 89° 43' 29" WEST 50.00 FEET TO THE P.O.B. AND CONTAINING, IN ALL, 2,500 SQUARE FEET OF EASEMENT AREA; TOGETHER WITH TWO (2) EASEMENT AREAS FOR ACCESS AND UTILITIES DESCRIBED AS FOLLOWS:

ACCESS EASEMENT PARCEL DESCRIPTION

AN ACCESS EASEMENT AREA TO SERVE A FIFTY FOOT BY FIFTY FOOT (50' X 50') TELECOMMUNICATIONS EQUIPMENT AND UTILITY EASEMENT PARCEL ("50' X 50' EASEMENT PARCEL") WITHIN TRACT G, RODEO DE SANTA FE (CITY OF SANTA FE) AS THE SAME IS SHOWN ON THE PLAT "BOUNDARY SURVEY LOT LINE ADJUSTMENTS FOR THE RODEO PROPERTY" RECORDED IN PLAT VOLUME 336, PAGES 16 THROUGH 17, PLAT RECORDS OF SANTA FE COUNTY, CITY OF SANTA FE, SANTA FE COUNTY, STATE OF NEW MEXICO; SAID ACCESS EASEMENT PARCEL BEING MORE PARTICULARLY DESCRIBED WITH REFERENCE TO THE NAD83 NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (3002) AS FOLLOWS:

THE POINT OF BEGINNING (P.O.B.) OF THIS ACCESS EASEMENT DESCRIPTION BEING THE NORTHEAST CORNER OF THE 50' X 50' EASEMENT PARCEL SERVED BY THIS EASEMENT AREA, THE SAME HAVING COORDINATES OF N(Y): 1,688,516.36; E(X): 1,716,418.18; THENCE, FROM SAID P.O.B., THE FOLLOWING TEN (10) COURSES:

1. NORTH 67°05'21" EAST 89.25 FEET TO THE ARC OF A CURVE TO THE LEFT;
2. WITH SAID CURVE ALONG AN ARC LENGTH OF 26.03 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF NORTH 17°22'42" EAST 22.88 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE RIGHT;
3. WITH SAID CURVE ALONG AN ARC LENGTH OF 46.37 FEET, SAID CURVE HAVING A RADIUS OF 99.32 FEET AND A CHORD BEARING OF SOUTH 18°43'56" EAST 45.95 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE LEFT;
4. WITH SAID CURVE ALONG AN ARC LENGTH OF 26.97 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF NORTH 61°24'22" WEST 23.48 FEET;
5. SOUTH 67°05'21" WEST 58.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
6. WITH SAID CURVE ALONG AN ARC LENGTH OF 17.63 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF SOUTH 33°25'30" WEST 16.63 FEET;
7. SOUTH 00°14'21" EAST 27.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
8. WITH SAID CURVE ALONG AN ARC LENGTH OF 15.70 FEET, SAID CURVE HAVING A RADIUS OF 10.00 FEET AND A CHORD BEARING OF SOUTH 44°44'34" WEST 14.14 FEET;
9. SOUTH 89°43'29" WEST 10.01 FEET TO THE SOUTHWEST CORNER OF THE SAID 50' X 50' EASEMENT PARCEL SERVED BY THIS ACCESS EASEMENT, THE SAME HAVING COORDINATES OF N(Y): 1,688,466.36; E(X): 1,716,418.39;
10. NORTH 00°14'21" WEST 50.00 FEET TO THE SAID NORTH-EAST CORNER OF THE 50' X 50' EASEMENT PARCEL SERVED BY THIS ACCESS EASEMENT, THE SAME BEING THE P.O.B.; HAVING AN AREA OF 2078 SQUARE FEET OR 0.048 ACRES OF AREA.

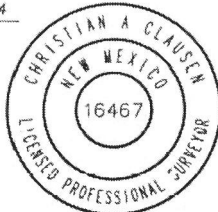
UTILITY EASEMENT PARCEL CENTERLINE DESCRIPTION

A UTILITY EASEMENT AREA TO SERVE A FIFTY FOOT BY FIFTY FOOT (50' X 50') TELECOMMUNICATIONS EQUIPMENT AND UTILITY EASEMENT PARCEL ("50' X 50' EASEMENT PARCEL") WITHIN TRACT G, RODEO DE SANTA FE (CITY OF SANTA FE) AS THE SAME IS SHOWN ON THE PLAT "BOUNDARY SURVEY LOT LINE ADJUSTMENTS FOR THE RODEO PROPERTY" RECORDED IN PLAT VOLUME 336, PAGES 16 THROUGH 17, PLAT RECORDS OF SANTA FE COUNTY, CITY OF SANTA FE, SANTA FE COUNTY, STATE OF NEW MEXICO; SAID UTILITY EASEMENT PARCEL BEING MORE PARTICULARLY DESCRIBED BY CENTERLINE AND WITH REFERENCE TO THE NAD83 NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (3002) AS FOLLOWS:

THE POINT OF BEGINNING (P.O.B.) OF THIS UTILITY EASEMENT DESCRIPTION BEING A POINT WITHIN THE 50' X 50' EASEMENT PARCEL HAVING COORDINATES OF N(Y): 1,688,499.28; E(X): 1,716,400.71; THENCE, FROM SAID P.O.B., THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°16'31" EAST 21.51 FEET TO AN ANGLE POINT, THE SAME HAVING COORDINATES OF N(Y): 1,688,468.78; E(X): 1,716,400.81;
2. ON A COURSE PARALLEL AND 5' OFFSET FROM THE SOUTH BOUNDARY LINE OF SAID UNDERLYING TRACT G, NORTH 89°43'29" EAST 105.15 FEET TO AN ANGLE POINT, THE SAME HAVING COORDINATES OF N(Y): 1,688,469.28; E(X): 1,716,505.97;
3. ON A COURSE PARALLEL AND 5' OFFSET FROM THE WEST BOUNDARY LINE OF SAID UNDERLYING TRACT G, HELD IN COMMON WITH TRACT C (COUNTY), SOUTH 00°16'49" EAST 39.16 FEET TO THE TERMINUS, HAVING COORDINATES OF N(Y): 1,688,430.11; E(X): 1,716,506.16; SAID EASEMENT PARCEL HAVING AN AREA OF 1730.5 SQUARE FEET OR 0.040 ACRES OF AREA.


CHRISTIAN A. CLAUSEN, R.P.L.S. DATE: 11/26/2024
TX 6614-NM 16467-A7 30571



WO# 21147
CITY OF SANTA FE - PLATEAU PARCEL
TR. G RODEO DE SANTA FE

SURVEYOR'S CERTIFICATION:
I, CHRISTIAN A. CLAUSEN, NEW MEXICO PROFESSIONAL SURVEYOR, NUMBER 16467, DO HEREBY CERTIFY THAT THIS EASEMENT SURVEY AND LAND DESCRIPTIONS ARE BASED UPON A GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION. THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT IS NOT A LAND DIVISION AS DEFINED BY THE NEW MEXICO SUBDIVISION ACT.

SHEET DATA:		
PARCEL SURVEY EXHIBIT - PROPOSED EASEMENT		
50' X 50' PLATEAU EASEMENT PARCEL		
SHEET #:	2 OF 2	SU2

Exhibit B

May 3, 2024

Mr. Terry Lease
City of Santa Fe
737 Agua Fria Street
Santa Fe, NM 87505

RE: Restricted Use Appraisal of Proposed Utility and Access Easement, Chavez Center, Santa Fe, NM

Dear Mr. Lease:

As requested I have completed an appraisal on the above referenced property and prepared a Restricted Use Appraisal Report.

The following is a Restricted Use Appraisal Letter Report, prepared in accordance with Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. Additional supporting documentation is retained in the appraiser's workfile. The appraiser's opinions and conclusions set forth in this report may not be understood properly without additional information in the appraiser's workfile.

My scope of work included the following: An inspection of the property was completed May 1, 2024. Information concerning the subject property was obtained from public records and photos taken during the inspection. A review of market conditions, zoning and other factors was completed to arrive at a conclusion of highest and best use. A Sales Comparison Approach was completed using data obtained via public sources including local multiple listing services for vacant residential lots. The value of the land was estimated based on comparable lot sales. From this, a value for the easement was determined.

The subject consists of a part of the land for the Chavez Center, a recreational facility for the city of Santa Fe. The site is on the west side of Richards Avenue, which appears to be a private street at this point and provides access to the recreational center. We are unaware of any restrictions on the site other than the zoning by the City of Santa Fe, which is R-1. Based on these factors, the highest and best use of the site would be for single-family development if vacant.

It appears a conforming residential lot could be created on the west side of the street. The proposed easement for the equipment would encumber the rear 2,500 square feet with the line encumbering another 1,300 square feet for a total area of 3,800 square feet.

The comparable residential lot sales assembled ranged in prices between \$125,000 to \$180,000 and most of the lots ranged in size between 5,968 square feet and 7,085 square feet. It is our opinion that an 8,000 square foot lot could be created, which would have a market value of \$150,000, or \$18.75 a square foot. A 10% platting and development cost would indicate a residual land value of \$16.87 a square foot, rounded to \$17.00 a square foot. As the value of the utility easement would be fifty percent of the market value of the land, the value of the easement would be calculated as follows:

$$\text{Land Value } \$17.00/\text{SF} \times 50\% \times 3,200 \text{ SF} = \$29,813, \text{ Rounded to } \$30,000$$

Based on this analysis, the value of the proposed easement, as of May 1, 2024, is:

THIRTY THOUSAND DOLLARS
\$30,000.

Respectfully Submitted,



Arthur O. Neudek, MAI, AI-GRS
State-Certified General Real Estate Appraiser
New Mexico License # 03468-G

ARTICLE V. PLATEAU TELECOMMUNICATIONS

ORDINANCE NO.2018-16

AN ORDINANCE

GRANTING PLATEAU TELECOMMUNICATIONS, INCORPORATED A NON-EXCLUSIVE FRANCHISE TO OPERATE A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF SANTA FE; THE RIGHT TO USE CITY PUBLIC RIGHTS-OF-WAY TO PROVIDE TELECOMMUNICATIONS SERVICES WITHIN THE CITY; AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Legislative Findings.

The governing body of the city of Santa Fe finds that:

- A. The granting of a franchise to Plateau Telecommunications, Incorporated ("the Company"), is necessary for the access and use of public rights-of-way to provide telecommunications services within the city limits in accordance with the terms and conditions of this Ordinance and the Telecommunications in the Public Rights-of-Way Ordinance, Article 27-2 SFCC 1987 ("Article 27-2").
- B. The granting of such a franchise permits competitively neutral and non-discriminatory access to the public rights-of-way for providers of telecommunications services; and allows the city to appropriately manage the public rights-of-way in order to minimize the impact and cost to the citizens of the placement of telecommunications facilities within the public rights-of-way.
- C. The granting of a franchise promotes competition among telecommunications services providers and encourages the universal availability of telecommunications services to residents and businesses of the city through the careful management of public rights-of-way.
- D. It is the intent of the city in the granting of the franchise to obtain fair and reasonable compensation for the use of public rights-of-way through the collection of fees and charges, and to minimize the congestion, inconvenience, visual impact, and other adverse effects on the public rights-of-way by Company's commercial use of public rights-of-way.
- E. To the extent permitted by state and federal law, the granting of a franchise allows the city to exercise such other powers, as the city may have to protect the public health, safety, and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers who are residents of the city.
- F. In accordance with Article 27-2, Company submitted an application for a franchise on September 8, 2011.
- G. The city is authorized to grant one or more non-exclusive franchises for telecommunications services within the city.
- H. The city has reviewed Company's application and has determined that granting a franchise in accordance with Article 27-2 is in the public interest and in the interest of the city and its residents.
- I. This franchise, as it relates to the city's costs, maintenance, management, and necessary regulation of public rights-of-way, will assist in meeting the telecommunications related needs and interests of the community.

Section 2. Franchise Terms.

In exchange for Company's compliance with the terms of this Ordinance, the provisions of Article 27-2, and other applicable city codes, there is hereby granted by the city to Company permission to use public rights-of-way to provide telecommunications services. All terms of Article 27-2 shall control Company's use of the public rights-of-way except as specifically set out in this Ordinance.

A. Short Title; Purpose; Applicability.

1. This Ordinance shall be cited as the "Plateau Telecommunications Franchise Ordinance".
 2. The purpose of this Ordinance is to grant Company, the right, privilege, and authority to:
 - a. Furnish and distribute telecommunications services in the city, by means of its network, on, over, under, along and across public rights-of-way, now or hereafter included in the boundaries of the city as such boundaries now exist or may hereafter be extended; and
 - b. Construct, purchase, acquire, locate, maintain, and extend into, within, and through the city, a telecommunications network for the period and upon the terms and conditions specified in this franchise comprised of all facilities and equipment used by Company to provide telecommunications services, including but not limited to "Backhaul Equipment" and "Wireless Communication Equipment."
- This permission is not exclusive and does not prevent the city from issuing other franchises or authorizations or prevent the city itself from constructing or operating its own telecommunications network within the public rights-of-way, with or without a franchise.
3. This franchise applies to the placement of telecommunications facilities in the city's public rights-of-way.

B. Definitions.

Bad Debt means any portion of a debt that is related to a sale of telecommunications at retail, for which gross charges are not otherwise deductible or excludable, that has become worthless or uncollectible as determined under applicable federal income tax standards.

Department means the department of public works.

Gross Charge.

1. Includes all revenues derived directly or indirectly by a Provider from or in connection with the Telecommunications Services offered within the city through or by means of a Telecommunications Network within the city, exclusive of any Franchise Fee or tax passed through to consumers on behalf of governmental agencies, received by the Provider for services provided to customers through use of the Network. Gross Charge shall include any revenue received by a Provider or any Affiliate through any means that is intended to have the effect of evading the payment of compensation that would otherwise be paid to the city for Franchise Contract granted pursuant to this ordinance.
2. Gross Charge shall not include:
 - a. Proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities, or stocks; or
 - b. Gross receipts taxes, bad debt write-offs, and customer credits; or
 - c. Revenue of any Affiliate or Provider from long distance service, commercial mobile radio service, cellular, personal communications service, other wireless communications service, or directory

advertising. Each of the above are not included in the definition of Gross Charge and, therefore, are not included in the calculation of any fee due under a Franchise.

3. Gross Charge shall not include the wholesale revenue of any Provider to the extent that the Person providing such wholesale revenue to the Provider pays to the city, pursuant to an agreement with the city, an annual Franchise Fee under Section 27-2.5, or an amount equivalent thereto, calculated on the basis of such Person's Gross Charge (as defined in this ordinance) from the provision of Telecommunications Service in the city.
4. Gross Charge shall be measured and monitored periodically.

Sale of Telecommunications at Retail means the transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, but only when the infrastructure maintenance fee imposed by this Chapter previously has been paid to a retailer and the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for use or consumption and not for resale.

Service Address means the location of telecommunications equipment from which telecommunications services are originated or at which telecommunications services are received. If this location is not a defined location, as in the case of wireless telecommunications, paging systems, maritime systems, air-to-ground systems and the like, "service address" shall mean the location of the customer's primary use of the telecommunications equipment as defined by the location in the city where bills are sent.

Telecommunications Network. Any System which includes facilities and/or equipment placed in the Public Rights-of-Way and used to provide any Telecommunications Service.

Telecommunications.

1. All transmissions between or among points specified by the user of information of the user's choosing (whether voice, video, or data), without change in the form or content of the information as sent and received, where such transmissions are accomplished by means of a Telecommunications Network.
2. Telecommunications shall not include cable services as defined in Title 47, Chapter 5, Subchapter V-A of the United States Code, as amended (47 USC § 521 et seq.) and shall not include telecommunications services provided and used by a public utility as that term is defined at § 62-3-3(G) NMSA 1978, or successor statute, for
 - a. Its internal system communication needs; and
 - b. Provided directly or indirectly to its customers, including but not limited to electronic meter reading, load control, demand side management, power quality monitoring, and other activities related to the delivery of electricity or natural gas.

Telecommunications Provider ("Provider") means:

1. Any Person who provides any Telecommunications Service within the city by means of:
 - a. A Telecommunications Network owned by such Person or its Affiliate;
 - b. Specifically identifiable facilities of a Telecommunications Network reserved or made available for the use of such Person or its Affiliate under a lease or any other arrangement for a term longer than one hundred and twenty (120) days; or
 - c. Facilities of a Telecommunications Network not owned by such Person or its Affiliate and not specifically identifiable but obtained from another Person (including another Provider) if the use of such facilities is continuing and substantial. A Person owning or operating telecommunications facilities that merely pass through the city and such Person and facilities do not offer

Telecommunications Service to subscribers within the city shall not be subject to this Ordinance, provided that Person has received other appropriate authorization from the city to rent or occupy the Public Rights-of-Way.

2. Except to the extent that a Provider or a Person uses the Public Rights-of-Way, a Provider or any Person which provides commercial mobile radio service, cellular, personal communications service, or other wireless communications service shall not be subject to this ordinance with respect to such service.

Telecommunications Service. The offering of Telecommunications within the city for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

Trenchless excavation means any line installation, replacement or rehabilitation through the use of boring, jacking, horizontal drilling or tunneling.

Wireless Telecommunications includes cellular mobile telephone services, personal wireless services as defined in Section 704(C) of the Telecommunications Act of 1996 (Public Law Number 104-104), as now or hereafter amended, including all commercial mobile radio services and paging services.

C. Infrastructure Maintenance Franchise Fee.

1. Pursuant to the authority granted by section § 3-42-1 NMSA 1978 and 47 U.S.C. § 253(c), there is hereby imposed an infrastructure maintenance franchise fee upon the Company at the rate of two percent (2%) of all gross charges charged by the Company to a service address in the city for telecommunications originating or received in the city.
2. The fee imposed by this Section shall not be imposed in any circumstances in which the imposition of the fee would violate the Constitution or statutes of the United States.

D. Filing Returns and Payment of Franchise Fee.

1. On or before the last day of each quarter, the Company is required to pay the infrastructure maintenance fee imposed by this Section and shall file with the city a remittance return and shall pay the fee attributable to gross charges for the preceding quarter. The return shall contain such information as the director may reasonably require.
2. No later than February 28th of each year beginning in 2019, the Company shall provide to the city a report certified by an independent certified public accountant attesting to the amount of the infrastructure maintenance fees paid to the city for the preceding calendar year, and that such amount complies with the requirements of this Section.

E. Collection of Additional Charges by Retailers.

1. When the Company makes or effectuates a sale of telecommunications at retail, it shall pay the infrastructure maintenance fee to the city as provided by subsection C, of this Section. The fee shall constitute a debt owed by the retailer to the city.
2. The retailer may charge each customer an additional charge in an amount equal to the infrastructure maintenance fee attributed to the customer's service address in the city. This additional charge to customers shall, when collected, be stated as a distinct item on the bill to each customer separate and apart from the retailer's gross charges to its customers for telecommunications.
3. Each retailer may retain two percent (2%) of the additional charges it collects under this Chapter to reimburse itself for expenses incurred in connection with accounting for and remitting the fee to the city.

F. Registration of Providers and Resellers.

-
1. Within ninety (90) days after the effective date of the ordinance authorizing a franchise with the Company, the Company shall provide the name and address of every telecommunications reseller or other telecommunications company with whom the Company has a contractual relationship to provide telecommunications services or to make available telecommunications facilities in the public way. The Company shall have a continuing duty to file with the city, within forty-five (45) days after the date of occurrence of any changes in the information provided to the city, including the creation or termination of a contractual relationship described herein.
 2. Resales. Whenever amounts are claimed to be excluded from gross charges as sales for resale, the reseller shall furnish to the Company the reseller's resale information. The Company shall retain the resale information with its books and records.
- G. **Maintaining Books and Records.** The Company shall keep accurate books and records of its business or activity, including original source documents and books of entry denoting the transactions that gave rise, or may have given rise, to any liability or exemption. All such books and records shall, at all times during business hours of the day, be subject to and available for inspection by the city with twenty-four (24) hour notice.
- H. **Insurance Requirements.** Company shall comply with the provisions of Section 27-2.9 SFCC 1987, and Company shall obtain and maintain in full force and effect throughout the term of this franchise the following types of insurance:
1. Commercial comprehensive general liability insurance;
 2. Workers' Compensation insurance as required by law; and
 3. Commercial automobile liability insurance providing a minimum coverage in the amount required under the New Mexico Tort Claims Act.
- I. **Term of Franchise.** The term of this franchise, and the rights, privileges, and authority granted hereunder shall continue for a period of ten (10) years from the effective date hereof. The term of this franchise shall automatically be renewed annually unless Company provides notice to city of its intent not to renew at least thirty (30) days prior to expiration of the then current term. Company may surrender permits at any time and remove its telecommunications facilities at any particular location upon thirty (30) days' prior written notice to city. Company shall not be obligated to pay the franchise fee for such location following removal of its telecommunications facilities.
- J. **Indemnity.** Company and city agree to defend, indemnify, and hold harmless each other and its officials, agents, volunteers, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from the activities of the indemnifying party pursuant to this franchise, except to the extent caused by the negligence or willful misconduct of the indemnitee or by reason of any asserted act or omission, neglect, or misconduct of the indemnitee, or it's agents or employees, or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage. Neither party shall be liable to the other for consequential, indirect or punitive damages (including lost revenues, loss of service, or loss of data) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The maximum liability of either party to the other hereunder shall be the amount paid or payable during the preceding twelve (12) months.
- K. **Violations and Penalties.** If the Company fails to pay the infrastructure maintenance franchise fee, as provided by this Chapter, the Company shall be subject to a fine of one hundred dollars (\$100.00) for each day that the failure to pay continues. Each day that the Company fails to pay shall constitute a separate and

distinct violation under this Chapter. Any retailer that becomes subject to this fine may be enjoined from doing business in the city until the Company has paid all sums due under this Chapter.

Any telecommunications company who otherwise violates this Chapter shall be subject to a fine of one hundred dollars (\$100.00) for each offense. Each day the violation continues shall constitute a separate offense.

L. Dispute Resolution Provision.

1. In the event of any other dispute arising from or relating to the franchise or breach thereof, and if the dispute cannot be settled through negotiations, the following process will be followed during which any of the above remedies and penalties may be imposed.
2. All disputes will be mediated prior to litigation. The costs of such mediation will be equally split. The place of the mediation session shall be in Santa Fe, New Mexico. The city and the Company will select a mediator or mediators by mutual agreement and, in cooperation with the mediator(s), shall determine all necessary rules and procedures for the mediation. The city and the Company will fully cooperate in the mediation activities. All mediation communications shall be confidential, not subject to disclosure and shall not be used as evidence in any arbitration, judicial, or administrative proceeding, as set forth in the Mediation Procedures Act, NMSA 1978, §§ 44-7b-1 through 44-7b-6.

M. Unauthorized Use of Public Rights-of-Way Unlawful. In accordance with Section 27-2.12 SFCC 1987, Company shall not:

1. Use public rights-of-way without authorization to provide telecommunications services.
2. Place facilities on public structures or public utility infrastructure to provide telecommunications services which are not allowed under the terms of this franchise.

Each unauthorized use shall be deemed to be a distinct and separate offense. The provisions of this paragraph do not apply to any dispute between the city and Company under this franchise where the city alleges that Company has failed to comply with the terms of this franchise.

N. Land Use Review. After approval of this franchise by the governing body, if Company proposes to construct additional telecommunications facilities the applicant shall comply with the provisions of Section 27-2.19.

O. Compliance with Law.

1. Company and city shall comply with the terms and conditions of Article 27-2 SFCC 1987 except as set forth herein, all other applicable city ordinances, and federal and state laws.
2. Company is explicitly subject to the police powers of the city, all other applicable governmental powers, and the city's rights under state and federal laws.

P. Severability. The requirements and provisions of this Ordinance and its sections, parts, subparts, paragraphs, and clauses are severable. In the event that any requirement, provision, section, part, subpart, paragraph, or clause of this Ordinance, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the Ordinance be enforced to the maximum extent possible consistent with the purposes of this Ordinance.

Q. Effective Date; Publication. As provided by NMSA 1978, Section 3-42-1, this Ordinance shall not become effective until at least thirty (30) days after its adoption, during which time this Ordinance shall be twice published in full, not less than seven days apart. As required by law, Company shall pay the publication cost.

R. Acceptance. Company, within thirty (30) days of the date of adoption of this Ordinance, shall file with the city clerk an unconditional acceptance of this Ordinance, on a form prescribed by the city. Within ten (10) days after the filing of the acceptance, the city clerk shall acknowledge in writing the receipt of Company's acceptance. If Company does not file said acceptance this Ordinance shall not be or become effective.

S. **Notice.** For the purpose of this Ordinance:

1. Notice to the city shall be to:

City Manager
City of Santa Fe
Post Office Box 909
Santa Fe, New Mexico 87504-0909

With a copy to:

City Attorney
City of Santa Fe
Post Office Box 909
Santa Fe, New Mexico 87504-0909

2. Notice to Company will be to:

Attn.: Launa Waller, Regulatory Manager
Plateau Telecommunications, Inc.
7111 North Prince Street
Clovis, NM 88101

3. Notice shall be effective upon delivery at the above addresses until the city or Company notifies the other in writing, of a change in address. All notices shall be delivered personally or sent by certified mail, return receipt requested to the parties at their respective addresses set forth above.

PASSED, APPROVED and ADOPTED this 9th day of May, 2018. ALAN M. WEBBER, MAYOR

ATTEST: YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FORM: GENO ZAMORA, INTERIM CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2024

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 Telcom Insurance Services Corporation 1700 East Douglas Avenue Wichita KS 67214	CONTACT NAME: Valerie M. Townsend	
	PHONE (A/C. No. Ext): 301-220-1082	FAX (A/C. No.): 316-267-8358
E-MAIL ADDRESS: vmt@telcominsgrp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Great American Insurance Company		
INSURER B: Great American Insurance Group		16691
INSURER C: CNA Insurance Companies		
INSURER D: Rural Trust Insurance Company		11134
INSURER E:		
INSURER F:		

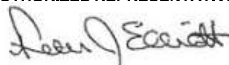
COVERAGES **CERTIFICATE NUMBER:** 893074270 **REVISION NUMBER:**

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 type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PAC 4067579	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							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
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 4067580	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<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 \$ 0			EXC3652157	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHE-R
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D C	CYBER SECURITY W/ TECH E&O EXCESS LIABILITY (PER OCCURENCE)			RTIC-01094-01 7011459390	9/4/2024 10/1/2024	9/4/2025 10/1/2025	CYBER AGGREGATE LIMIT	\$5,000,000
							EXCESS AGGREGATE	\$10,000,000
							EXCESS PER OCCURENCE	\$10,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

The City of Santa Fe, New Mexico P.O. Box 909 Santa Fe NM 87504 United States	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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY Telcom Insurance Services Corp.		NAMED INSURED ENMR Telephone Cooperative	
POLICY NUMBER PAC 4067579		7111 N Prince St/PO Box 1450	
CARRIER Great American Insurance Company	NAIC CODE TTT34	Clovis, NM 88102	

ADDITIONAL REMARKS

EFFECTIVE DATE: 10/17/2023

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER:

Coverage is provided for ENMR Telephone Cooperative and additional Named Insureds; subsidiaries as follows:

- ENMR Plateau
- Plateau TeleCommunications, Inc.
- Saron Technology, LLC

NGUYEN, NINA A.

From: MCDONALD, MELISSA A.
Sent: Friday, December 13, 2024 6:41 AM
To: LEASE, TERRY J.; VIGIL, EDWARD J.
Cc: NGUYEN, NINA A.; SPURLIN, CUONG P.; STINETT, BRIAN J.; TUCKER, MARIA E.; PITCHER, RYAN S.
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Setbacks
Attachments: Plateau Santa Fe CO easement with the City of Santa Fe.pdf

Hi Terry,

We're on board with this as long as our fencing and tree requests are accommodated. Please let us know if you want final inspection and acceptance.

Thank you,
Melissa

Melissa McDonald, PLA
Parks and Open Space Division Director
mamcdonald@santafenm.gov
505-303-9502



From: Nick Chalker <nchalker@plateautel.com>
Sent: Thursday, December 12, 2024 4:59 PM
To: LEASE, TERRY J. <tjlease@santafenm.gov>; VIGIL, EDWARD J. <ejvigil@santafenm.gov>
Cc: NGUYEN, NINA A. <nanguyen@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; SPURLIN, CUONG P. <cpspurlin@santafenm.gov>; STINETT, BRIAN J. <bjstinet@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; Nick Chalker <nchalker@plateautel.com>
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Setbacks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Terry,

I have attached the draft easement document for review. Please Let me know if you have any questions.

Thank you very much!

NGUYEN, NINA A.

From: VIGIL, EDWARD J.
Sent: Wednesday, September 11, 2024 11:38 AM
To: Nick Chalker
Cc: NGUYEN, NINA A.; LEASE, TERRY J.; MCDONALD, MELISSA A.; SPURLIN, CUONG P.; STINETT, BRIAN J.; TUCKER, MARIA E.; BURNETT, SAM; FARRELL, TIMOTHY G.
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Setbacks
Attachments: Plateau.Easementdraft.9.11.24PNG.PNG

Good morning All, the proposed configuration for the enclosure area should be OK if it does not interfere with City infrastructure in the site, but the alignment of the access road needs to be evaluated as the drawing does not show that it intersects with the facility driveway and there is a street light located in the alignment which needs to be moved? Also the drawing does not designate easement(s) for the wiring extending to and from the site and the driveway is also going to be utilized for the utility extension, thereby the drawing also needs to show the driveway once location is confirmed and any additional easement area(s) as part of the easement premises and those area(s) should be added to the enclosure area to determine the extent of use and basis of the calculated value of the easement to the City. Also the survey noted two easements for access in the area of the driveway and enclosure area which have been vacated by the referenced lot line adjustment plat and those easement references should be removed from the drawing. Let me know if you have questions, have a good day.

From: Nick Chalker <nchalker@plateautel.com>
Sent: Thursday, August 22, 2024 10:33 AM
To: LEASE, TERRY J. <tjlease@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; SPURLIN, CUONG P. <cpspurlin@santafenm.gov>; STINETT, BRIAN J. <bjstinett@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; BURNETT, SAM <jsburnett@santafenm.gov>; FARRELL, TIMOTHY G. <tgfarrell@santafenm.gov>; VIGIL, EDWARD J. <ejvigil@santafenm.gov>
Cc: NGUYEN, NINA A. <nanguyen@santafenm.gov>; Nick Chalker <nchalker@plateautel.com>
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Setbacks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Terry,

I have attached the survey for the proposed lease location. Please review and let me know when you would like to schedule an on-site meeting with Plateau.

Thank you very much!

Nick Chalker
Right Of Way Supervisor
Plateau
7111 N. Prince
Clovis, NM 88101
Direct: 575-389-4243
Cell: 575-309-1404
nchalker@plateautel.com

NGUYEN, NINA A.

From: WHEELER, REGINA A.
Sent: Thursday, March 21, 2024 11:47 AM
To: LADD, ALEXANDRA G.; NGUYEN, NINA A.; LEASE, TERRY J.
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Ok, got it. Thank you.

Nina and Terry, seems you have all staff approvals you need for this.

Regina

From: LADD, ALEXANDRA G. <agladd@santafenm.gov>
Sent: Thursday, March 21, 2024 11:22 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>; LEASE, TERRY J. <tjlease@santafenm.gov>
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

I'm having difficulty placing this parcel but if it's the one near the entrance to GCCC, it's not on the feasibility study list. Nor is it big enough to support anything of a size that's financially feasible.

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Thursday, March 21, 2024 10:21 AM
To: NGUYEN, NINA A. <nanguyen@santafenm.gov>; LEASE, TERRY J. <tjlease@santafenm.gov>; LADD, ALEXANDRA G. <agladd@santafenm.gov>
Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Thank you Terry and Nina for additional information on this.

One other person that we should check with is Alexandra Ladd since the land in front of GCCC was once identified as a potential location for affordable housing. Just want to be sure that this easement would not reduce the feasibility of affordable housing on this site if that is still a consideration.

Regina

From: LEASE, TERRY J. <tjlease@santafenm.gov>
Sent: Thursday, March 21, 2024 7:36 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: NELSON, JOHANNA C. <jcnelson@santafenm.gov>; WORSTELL, LARRY F <lfworstell@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; STINETT, BRIAN J. <bjstinett@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Adding Regina so we are all on the same string.

Good morning Regina,

We have a request from Plateau Telecommunications, Inc for a lease or easement for a 50'x50' portion of land at the GCCC to place a pre-fabricated 12' x 21' building for a fiber hub. The proposed location is in the attached PDF. I believe they already have equipment on-site. They are building fiber from Santa Fe to Albuquerque to add redundancy to the Santa Fe fiber ring. Are you OK with this request (below)? Thanks

Plateau has won an NTIA federal award to build fiber from Santa Fe to Albuquerque to add redundancy to the Santa Fe fiber ring. This will include 400G transport and core IP routing electronics to support mobile backhaul to Tier 1 cell providers, 100G + connections to the State of NM DoIT, Office of Broadbands SEN network and other Plateau services provided throughout the Santa Fe service area.

Request:

My name is Nick Chalker and I am with the Right-of-Way Office at Plateau Telecommunications, Inc in Clovis, NM. You may have recently been in communications with Regan Williams and J.J. Bender of Plateau regarding our grant from the NTIA for construct a new fiber optic cable circuit from Tijeras on I40 up NM Highway 14 to Santa Fe. Plateau currently has a Central Office (CO) co-located with RediNet near the Chavez Community Center. As part of this new fiber build, Plateau is needing to expand our network capability in Santa Fe with a new CO location. To keep from major fiber cable builds to relocate the CO location, Plateau wanted to reach out to the City of Santa Fe about leasing a 50' x 50' area near the Chavez Community Center. The proposed location is shown in the attached exhibit map. This location would require an approximate 130' of fiber construction to tie into our existing fiber network. Within the 50' x 50' fenced area, Plateau would place a pre-fabricated 12' x 21' building to house all the electronics necessary to provide the fiber network with its backhaul transport and customer distribution. In addition to the building, a backup generator along with a propane tank for the generator would be placed in case of commercial power outages. The setup would be very similar to the RediNet site on the South side of the fence on the Fair Grounds property.

Terry Lease

Asset Development Manager
Office of Economic Development
737 Agua Fria Street
Santa Fe, NM 87501
Mobile (505) 629-2206



From: WHEELER, REGINA A. <rawheeler@santafenm.gov>

Sent: Wednesday, March 20, 2024 5:23 PM

To: LEASE, TERRY J. <tjlease@santafenm.gov>

Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Hello Terry,

Can you provide some info on this so we can route it to the right people to review? Is it on City owned land? If so, what facility is it near? Is it in the right of way?

Thanks,
Regina

From: TUCKER, MARIA E. <metucker@santafenm.gov>
Sent: Wednesday, March 20, 2024 3:06 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Fw: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Regina,
Who should approve this?
Thanks for your help.
Maria

Maria Sanchez-Tucker

Community Services Director

City of Santa Fe | Community Health and Safety Department | Community Services

Office: (505) 955-6638 | Cell: 505-490-3372 | Email: metucker@santafenm.gov

<https://santafenm.gov/community-services>

From: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Sent: Wednesday, March 20, 2024 12:42 PM
To: TUCKER, MARIA E. <metucker@santafenm.gov>
Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Hey Maria,
I'm not sure why I was added to this, I let Terry know you and Brian would be the point of contact for GCCC.

Best,

Julie

From: LEASE, TERRY J. <tjlease@santafenm.gov>

Sent: Wednesday, March 20, 2024 9:57 AM

To: BLAIR, JOHN W. <jwblair@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>

Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>

Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Manager Blair,

We have a request from Plateau Telecommunications, Inc for a lease or easement for a 50'x50' portion of land at the GCCC to place a pre-fabricated 12' x 21' building for a fiber hub. The proposed location is in the attached PDF. They are building fiber from Santa Fe to Albuquerque to add redundancy to the Santa Fe fiber ring. Are you OK with this request (below)? Thanks

Plateau has won an NTIA federal award to build fiber from Santa Fe to Albuquerque to add redundancy to the Santa Fe fiber ring. This will include 400G transport and core IP routing electronics to support mobile backhaul to Tier 1 cell providers, 100G + connections to the State of NM DoIT, Office of Broadbands SEN network and other Plateau services provided throughout the Santa Fe service area.

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Terry Lease

Asset Development Manager
Office of Economic Development
737 Agua Fria Street
Santa Fe, NM 87501
Mobile (505) 629-2206



From: LEASE, TERRY J.

Sent: Thursday, January 25, 2024 11:12 AM

To: OCHOA, KYRA R. <krochoa@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>

Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Good morning Kyra,

We have a request from Plateau Telecommunications, Inc for a lease or easement for a 50'x50' portion of land at the GCCC to place a pre-fabricated 12' x 21' building for a fiber hub. The proposed location is in the attached PDF. If approved this would go thru committees and to the GBody. We first wanted your input, and the request is below. Thanks

My name is Nick Chalker and I am with the Right-of-Way Office at Plateau Telecommunications, Inc in Clovis, NM. You may have recently been in communications with Regan Williams and J.J. Bender of Plateau regarding our grant from the NTIA for construct a new fiber optic cable circuit from Tijeras on I40 up NM Highway 14 to Santa Fe. Plateau currently has a Central Office (CO) co-located with RediNet near the Chavez Community Center. As part of this new fiber build, Plateau is needing to expand our network capability in Santa Fe with a new CO location. To keep from major fiber cable builds to relocate the CO location, Plateau wanted to reach out to the City of Santa Fe about leasing a 50' x 50' area near the Chavez Community Center. The proposed location is shown in the attached exhibit map. This location would require an approximate 130' of fiber construction to tie into our existing fiber network. Within the 50' x 50' fenced area, Plateau would place a pre-fabricated 12' x 21' building to house all the electronics necessary to provide the fiber network with its backhaul transport and customer distribution. In addition to the building, a backup generator along with a propane tank for the generator would be placed in case of commercial power outages. The setup would be very similar to the RediNet site on the South side of the fence on the Fair Grounds property.

Terry Lease

Asset Development Manager

Office of Economic Development

737 Agua Fria Street

Santa Fe, NM 87501

Mobile (505) 629-2206



From: Nick Chalker <nchalker@plateautel.com>

Sent: Wednesday, January 24, 2024 8:17 AM

To: LEASE, TERRY J. <tjlease@santafenm.gov>

Cc: NELSON, JOHANNA C. <jcnelson@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>; Nick Chalker <nchalker@plateautel.com>

Subject: RE: Plateau Telecommunications fiber in Santa Fe

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Terry,

Yes, Plateau does have a franchise agreement with the City of Santa Fe.

Thank you very much!

Nick Chalker
Right Of Way Team Lead
Plateau
7111 N. Prince
Clovis, NM 88101
Direct: 575-389-4243
Cell: 575-309-1404
nchalk@plateautel.com

From: Nick Chalker
Sent: Wednesday, December 20, 2023 1:54 PM
To: jwblair@santafenm.gov
Cc: Nick Chalker <nchalk@plateautel.com>
Subject: Plateau Telecommunications fiber in Santa Fe

Hello Mr. Blair,

My name is Nick Chalker and I am with the Right-of-Way Office at Plateau Telecommunications, Inc in Clovis, NM. You may have recently been in communications with Regan Williams and J.J. Bender of Plateau regarding our grant from the NTIA for construct a new fiber optic cable circuit from Tijeras on I40 up NM Highway 14 to Santa Fe. Plateau currently has a Central Office (CO) co-located with RediNet near the Chavez Community Center. As part of this new fiber build, Plateau is needing to expand our network capability in Santa Fe with a new CO location. To keep from major fiber cable builds to relocate the CO location, Plateau wanted to reach out to the City of Santa Fe about leasing a 50' x 50' area near the Chavez Community Center. The proposed location is shown in the attached exhibit map. This location would require an approximate 130' of fiber construction to tie into our existing fiber network. Within the 50' x 50' fenced area, Plateau would place a pre-fabricated 12' x 21' building to house all the electronics necessary to provide the fiber network with its backhaul transport and customer distribution. In addition to the building, a backup generator along with a propane tank for the generator would be placed in case of commercial power outages. The setup would be very similar to the RediNet site on the South side of the fence on the Fair Grounds property.

Plateau has similar leases for CO's in Belen and Mountainair. If this would be of interest to the City of Santa Fe, I can draft up a lease and send for your review.

If you have any questions, comments, or concerns, please contact me. I look forward to hearing from you.

Thank you very much!

Nick Chalker
Right Of Way Team Lead
Plateau
7111 N. Prince
Clovis, NM 88101
Direct: 575-389-4243

Cell: 575-309-1404
nchalk@plateautel.com



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NGUYEN, NINA A.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Friday, September 29, 2023 9:31 AM
To: NGUYEN, NINA A.
Subject: RE: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

Hi Nina, I don't need to see items associated with Real Property.

Thank you.

Regards,

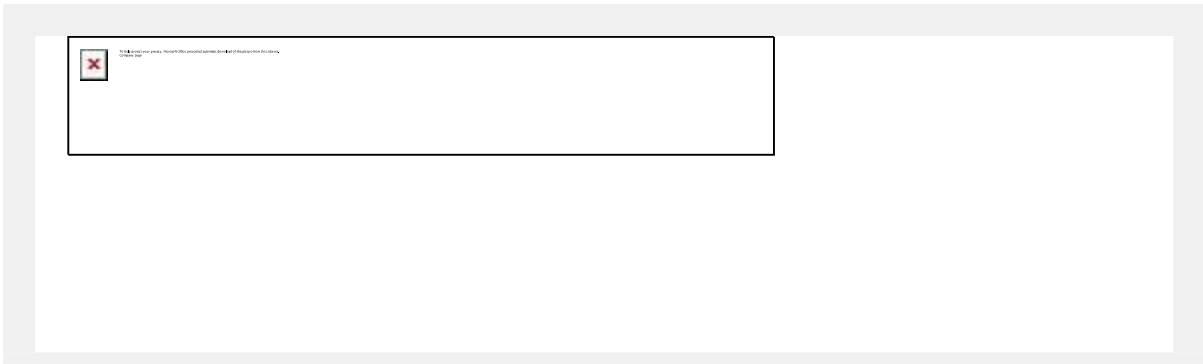
Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

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



From: Adobe Acrobat Sign on behalf of Nina Nguyen
Sent: Wednesday, September 27, 2023 7:48 AM
To: DUTTON-LEYDA, TRAVIS K.
Subject: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

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Signature: 

Email: tjlease@santafenm.gov

Signature: 
Johanna Nelson (Feb 18, 2025 12:02 MST)

Email: jcnelson@santafenm.gov