10-k (1)

ACTION SHEET
CITY COUNCIL MEETING OF 09/14/11
ITEM FROM FINANCE COMMITTEE MEETING OF 09/06/11

ISSUE:

14. REQUEST FOR APPROVAL OF AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF SANTA FE AND MAJED HAMDOUNI D/B/A BURRO ALLEY CAFÉ FOR APPROXIMATELY 700 SQUARE FEET OF CITY OWNED LAND LOCATED WITH THE BOUNDS OF BURRO ALLEY RIGHT OF WAY FOR OUTDOOR SEATING AND SERVICE AREA APPURTENANT TO RESTAURANT AT 207 W. SAN FRANCISCO ST. (COUNCILOR ORTIZ) (EDWARD VIGIL)

Committee Review:

Public Works (approved)	08/29/11
City Council (request to publish)	09/14/11
City Council (public hearing)	10/12/11

Fiscal Impact – Yes

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	**FOR**	**AGAINST**	**ABSTAIN**
COUNCILOR WURZBURGER	excused		
COUNCILOR ROMERO	absent		
COUNCILOR BUSHEE	X		
COUNCILOR DOMINGUEZ	X		
CHAIRPERSON ORTIZ	X		

DISK fc1/fcmissue

MEMO

DATE: August 30, 2011 for September 6, 2011

TO: Finance Committee

VIA: Matthew O'Reilly, P.E., Land Use Department Director MSO by EV

FROM: Edward J. Vigil, Property Manager Land Use Department EV

ITEM & ISSUE:

Request for approval of Bill to enter into Lease Agreement for area containing approximately 700 square feet within the southerly portion of Burro Alley for outdoor seating appurtenant to the Burro Alley Café at 207 W San Francisco St. by Majed Hamdouni (Edward Vigil)

BACKGROUND & SUMMARY:

At the Public Works, CIP and Land Use Committee meeting of August 29, 2011, Counselor Calvert requested changes to the conceptually approved Lease Agreement wherein he called for specific language to be added to Section 2, Article (a) regarding the reservation of the unencumbered portion of the Burro Alley be left open for bicycle traffic which staff has incorporated into the revised form. He also requested that the Lease Agreement and Bill both reflect the payment on a monthly basis which has also been revised on both forms.

ACTION:

This request is being presented for your consideration and direction. If approved, the request shall be forwarded to the City Council.

Exhibits: A – 2nd Revised Draft Lease Agreement
B - Revised Bill

21117.460150
BUSINESS UNIT/LINE ITEM

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, AUGUST 29, 2011

ITEM 12

REQUEST FOR APPROVAL OF AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF SANTA FE AND MAJED HAMDOUNI D/B/A BURRO ALLEY CAFÉ FOR APPROXIMATELY 700 SQUARE FEET OF CITY OWNED LAND LOCATED WITHIN THE BOUNDS OF THE BURRO ALLEY RIGHT OF WAY FOR OUTDOORS SEATING AND SERVICE AREA APPURTENANT TO RESTAURANT OF 207 W. SAN FRANCISCO **(COUNCILOR ORTIZ) (EDWARD VIGIL)**

PUBLIC WORKS COMMITTEE ACTION: Approved

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON DOMINGUEZ			
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	Excused		
COUNCILOR ROMERO	X		
COUNCILOR TRUJILLO	X		

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2011-___
(Hamdouni dba Burro Alley Cafe Lease)

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2011-___:

1. On page 2, line 6, ***delete*** "ninety" and ***substitute*** "seventy" in lieu thereof

2. On page 2, line , ***delete*** "seven hundred ninety-eight dollars ($7448.00) per year" and ***substitute*** "six hundred twenty dollars and sixty-seven cents ($620.67) per month" in lieu thereof

Respectfully submitted,

_____
Chris Calvert, Councilor

ADOPTED:_____
NOT ADOPTED:_____
DATE: _____

_____
Yolanda Y. Vigil, City Clerk

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2011-33

INTRODUCED BY:

Councilor Matthew Ortiz

AN ORDINANCE

APPROVING A LEASE BETWEEN THE CITY OF SANTA FE AND MAJED HAMDOUNI D/B/A BURRO ALLEY CAFE FOR APPROXIMATELY 700 SQUARE FEET OF CITY OWNED LAND LOCATED WITHIN THE BOUNDS OF THE BURRO ALLEY RIGHT OF WAY FOR OUTDOOR SEATING AND SERVICE AREA APPURTENANT TO RESTAURANT AT 207 W. SAN FRANCISCO ST.

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

Section 1. The City of Santa Fe hereby approves a certain lease dated _____, 2011, entered into between the City of Santa Fe and Majed Hamdouni d/b/a Burro Alley Cafe, which is attached hereto as Exhibit "A" and made a part hereof, for approximately 700 square feet of land located in the southerly portion of the Burro Alley right-of-way, which expires on October 31, 2013, (the "Lease Agreement").

Section 2. This Ordinance shall be effective forty-five days after the date of adoption, unless a referendum is held pursuant to Section 3-54-1 NMSA 1978.

Section 3. This Ordinance shall be published as required by Section 3-17-3 NMSA

1978 and such publication shall contain the following information:

A. Property to be Leased. The City of Santa Fe shall lease to Majed Hamdouni d/b/a Burro Alley Cafe, 700 square feet more or less of land located in the southerly portion of the Burro Alley right-of-way, and more fully described under the Lease Agreement.

B. Market value of the Leasehold Premises. The appraised value of the Leasehold premises is ninety thousand dollars ($70,000).

C. Payment terms of the Lease. The rental payment for the leasehold premises shall be in an amount of seven hundred ninety-eight dollars ($7448.00) per year.

D. The Lessee is Majed Hamdouni d/b/a Burro Alley Cafe, 207 W. San Francisco St., Santa Fe, New Mexico 87501.

E. Purpose of the Lease. The purpose of the lease is for the Lessee to use and occupy the premises for outdoor seating and service area appurtenant to restaurant at 207 W. San Francisco St., as more fully described under the Lease Agreement.

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY

CAO/Melissa/bills 2011/ Hamdouni Lease

EXHIBIT
A

LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE
AND BURRO ALLEY CAFE

This LEASE AGREEMENT is made and entered into this ____ day of _____, 2011, by and between the City of Santa Fe, a Municipal Corporation, ("Lessor") and Majed Hamdouni dba Burro Alley Cafe ("Lessee").

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby leases to the Lessee the property of the Lessor identified as follows:

1. PREMISES

Subject to the terms and conditions of this Lease Agreement, the Lessor allows the Lessee to use and occupy, subject to all of the terms and conditions hereinafter stated, that certain portion of the City public right-of-way within Burro Alley, Santa Fe, NM. The leased property ("Premises") consists of approximately seven hundred (700) square feet, all as more fully described and shown on Exhibit "A" attached hereto and made a part hereof. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

2. USE OF PREMISES

Lessor agrees to allow the Lessee use of the premises for the purpose of allowing patrons of Burro Alley Cafe to congregate and consume food and beverages carried from the restaurant to the Premises. No further use of the Premises shall be allowed except those except those actions necessary for use and maintenance of the area at the sole and exclusive expense of the Lessee. The use of the Premises is also subject to the following conditions:

(a) Installation and maintenance of a barrier along the perimeter of the dining patio area (chain link fencing is prohibited)), with residual portion of alleyway to remain open for bike traffic;

(b) Installation and maintenance of dining tables and seats shall be removed from the premises each night. Sidewalks shall be kept clear for pedestrian use at all times;

(c) No other commercial use of the Premises, including but not limited to, the sale or display of merchandise or installation of advertising signage shall be permitted;

(d) No blocking of any existing emergency entrances and exits to other businesses is strictly prohibited;

(d) Adequate lighting, reviewed and approved by the City, may be provided at the Lessee's expense within the Premises. Lights strung from building to building are prohibited;

(f) Lessor reserves the right to allow the use of Burro Alley for special events;

(g) The Lensic has the right to conduct outdoor receptions provided such reception is directly associated with the Lensic. The entire alley including the leased premises shall be cleared for such uses on a case by case request;

(h) Lessee shall comply with all local codes and regulations and any violations shall be considered grounds for termination of this Agreement;

(i) No alcoholic beverages shall be allowed on leased premises without additional approvals by City Council;

(j) All rental payments shall be made to the Lessor by means of cash, cashiers check, money order, or by credit card, no personal checks shall be accepted;

3. LEASE TERM AND OPTION TO RENEW

The term of this Lease Agreement shall commence on _____, 2011 and shall run for two (2) years unless sooner terminated as provided herein. At the end of the two years, the Lease Agreement can be renewed with 60 days written notice by Lessee to Lessor, and approval by committee process. In the event Lessee shall remain in possession of the Premises after the expiration of the term of this Lease Agreement, initial or subsequent term(s) of this Lease, such possession may, at the sole option of Lessor, will continue to be a month-to-month tenancy. During any such month-to-month tenancy, the 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 shall be otherwise applicable.

4. RENT

Rent shall be paid as follows:

A. Base Rent. Lessee shall pay six hundred twenty dollars and sixty-seven ($620.67) per month as base rent, beginning on _____, 2011, and due each month on beginning date for two years ending on _____, 2013, without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make all payments of rent each month before anniversary date to the Lessor's Cashier Office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Increases in Base Rent. Commencing the second year of the term of this Lease Agreement, or any renewal thereof, the annual rent shall be adjusted by

multiplying the previous year's annual rent by the sum of one and the change over the most recent 12 months in the Consumer Price Index ("CPI") seasonally adjusted U.S. City Average for All Urban Consumers published monthly in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United States Department of Labor (hereinafter, the "CPI-U").

C. In no event shall there be a decline in the rent from year to year as a result of the adjustment provided for in Paragraph B hereof.

5. PENALTY FOR LATE PAYMENT OF RENT

In the event the yearly rent is not received by Lessor on or before the anniversary date of this Agreement each year due, Lessee shall pay a penalty of one and one half percent (1 ½ %) of the rent due for each 30 day period or fraction thereof that the rent payment is outstanding.

6. CANCELLATION BY LESSOR

Upon Lessee's failure to comply with a provision of this Lease Agreement, Lessor may cancel this Lease Agreement. Prior to cancellation, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying (1) the breach; (2) the action required to cure the breach; (3) a date, not less than fifteen (15) days from the date the notice is mailed to Lessee, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease.

7. ASSIGNMENT OR SUBLEASE

Lessee shall not transfer or assign in whole or in part, its rights and obligations under this Lease Agreement. Any such actions taken by Lessee shall result in immediate termination of this Lease Agreement.

8. INSURANCE

A. The Lessee at its own cost and expense, shall carry and maintain in full force and effect during the term of this Lease Agreement comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the Lessor, with limits of coverage in the maximum amount which the Lessor could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the Lessor is named as an additional insured and that Lessor will be notified within 10 days of cancellation for any reason. The Lessee shall furnish the Lessor with a copy of a "Certificate of Insurance" as a condition of the Lease.

B. The Lessee shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Lessee's employees throughout the term of this Lease Agreement. Lessee shall provide the Lessor with evidence of its compliance with such requirement prior to performing services under this Lease Agreement.

9. IDEMNIFICATION

The Lessee shall indemnify, hold harmless and defend the Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's use of the premises hereunder, as well as that of any of Lessee's employees, agents, representatives, guests or invitees and subcontractors.

10. THIRD PARTY BENEFICIARIES

By entering into this Lease Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Lessor and the Lessee.

No person shall claim any right, title or interest under this Lease or seek to enforce this Lease Agreement as a third party beneficiary of this Lease Agreement.

11. REPAIR AND MAINTENANCE

Lessee shall not cause or permit any waste, damage or injury to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good condition, reasonable wear and tear excepted, and shall be responsible for payment of all necessary expenses of repairs and replacements that arise during Lessee's use of the Premises.

12. ALTERATIONS AND IMPROVEMENTS

Lessee shall make no alteration, addition or improvements to the Premises for the uses described in Article 2 herein without the prior written consent of the Lessor. Lessor shall have the right to require Lessee to remove any alterations, additions or improvements made, at Lessee's sole expense, upon termination of this Lease Agreement.

13. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises.

14. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

Lessor:	Lessee:
City of Santa Fe	Majed Hamdouni dba
City Manager	Burro Alley Cafe
200 Lincoln Ave.	207 W. San Francisco St.

Santa Fe, NM 87504-0909 Santa Fe, NM 87501

15. 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 requirements.

16. SEVERABILITY

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

17. ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between Lessor and Lessee, represents their entire understanding and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the parties.

18. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns.

19. LITIGATION EXPENSE

In the event of litigation between the parties, the Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of

collection or otherwise, which the Lessor shall incur in enforcing this Lease or in recovering any and all damages caused to the Premises by Lessee, or Lessee's agents, employees or permitted assigns.

20. RECORDING

This Lease Agreement shall be recorded in its entirety. Lessee shall bear all costs for recording of the Lease Agreement and any other associated costs.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of _____, 2011.

LESSOR:
CITY OF SANTA FE

_____
DAVID COSS, MAYOR

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Judith Amer for
_____
GENO ZAMORA, CITY ATTORNEY

6/29/11

APPROVED:

_____
KATHRYN RAVELING, FINANCE DIRECTOR

21117.460150
BUSINESS UNIT/LINE ITEM

LESSEE:
MAJED HAMDOUNI DBA
BURRO ALLEY CAFE

_____
BY: MAJED HAMDOUNI

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO}
}
COUNTY OF SANTA FE }

The foregoing instrument was acknowledged before me on this _____ day of _____ 2011 by Majed Hamdouni d/b/a Burro Alley Café.

_____
NOTARY PUBLIC

My Commission Expires:_____
(seal)

FIR No. 2163

City of Santa Fe
Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. **General Information**

(Check) Bill: ____X_____ Resolution: _____
(A single FIR may be used for related bills and/or resolutions)

Short Title(s): Ordinance to approve Lease Agreement by and between the City of Santa Fe and Majed Hamdouni d/b/a Burro Alley Café for a 700 square foot area within Burro Alley for outdoor seating appurtenant to restaurant at 207 W San Francisco St.

Sponsor(s): Councilor Ortiz

Reviewing Department(s): Land Use Department

Person Completing FIR: Edward Vigil Date: August 26, 2011 Phone: 955-6226

Reviewed by City Attorney: _____ Date: 8/29/11
(Signature)

Reviewed by Finance Director: _____ Date: 8/31/11
(Signature)

Section B. **Summary**
Briefly explain the purpose and major provisions of the bill/resolution.

The bill will authorize staff to enter into Lease Agreement with Majed Hamdouni d/b/a Burro Alley Café for a 700 square foot area within Burro Alley for outdoor seating appurtenant to restaurant at 207 W San Francisco Street

Section C. **Fiscal Impact**

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:
a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
b. Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required
c. Indicate: "R" – if recurring annual costs
"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

_____ Check here if no fiscal impact

olumn #:

1	2	3	4	5	6	7	8
Expenditure Classification	FY 2011-2011-2013	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
Personnel*	$ A			$			
Fringe**	$			$			
Capital Outlay	$			$			
Land/ Building	$			$			
Professional Services	$			$			
All Other Operating Costs	$			$			
Total:	$ A			$			

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:
a. To indicate new revenues and/or
b. Required for costs for which new expenditure budget is proposed above in item 1.

olumn #:

1	2	3	4	5	6
Type of Revenue	FY 2011-2013	"R" Costs Recurring or "NR" Non-recurring	FY NR	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	$		$		
	$		$		
	$		$		
Total:	$ 14896		$		

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The lease will generate $7448 per year for the proposed two year term

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Section D. **General Narrative**

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

N/A

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

Applicant will not get lease agreement with City and no revenue will be generated to benefit City.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

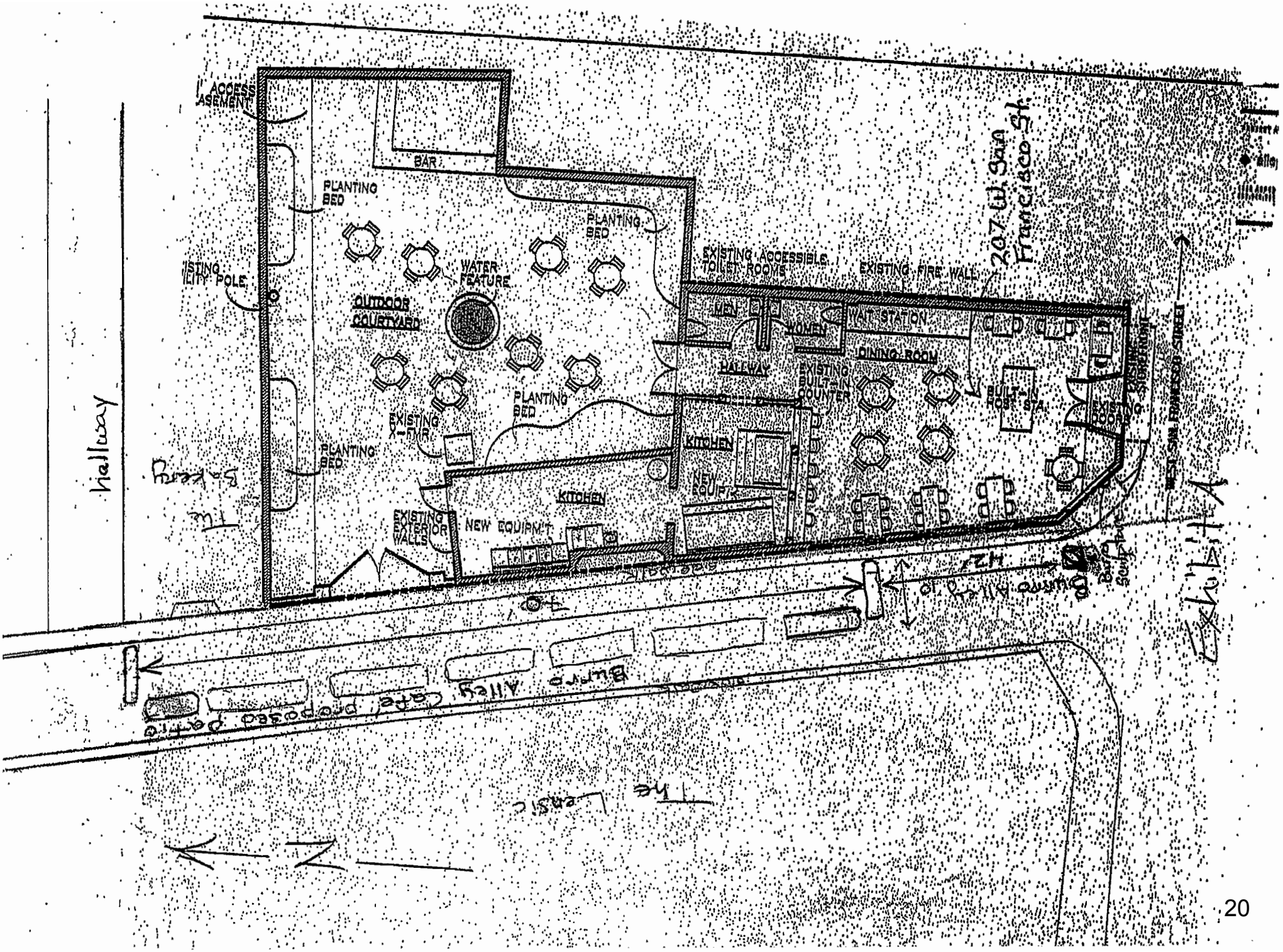
Non

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

The City will benefit by increased revenue from the use of the leased parcel and may generate additional gross receipts also.

Form adopted: 01/12/05; revised 8/24/05; 4/17/08



ACCESS
ASEMENT
BAR
PLANTING BED
PLANTING BED
ISTING
ILITY POLE
WATER FEATURE
OUTDOOR COURTYARD
EXISTING ACCESSIBLE TOILET ROOMS
EXISTING FIRE WALL
207 W. San Francisco St.
MEN
WOMEN
WAIT STATION
DINING ROOM
HALLWAY
EXISTING BUILT-IN COUNTER
BUILT-IN HOST STA.
EXISTING DOORS
PLANTING BED
EXISTING X-FMR
PLANTING BED
KITCHEN
NEW EQUIP'T
KITCHEN
EXISTING EXTERIOR WALLS
NEW EQUIPM'T
hallway
The Bakery
Burro Alley Cafe proposed patio
The Lensic
Burro Alley
Exhibit A

Councilor Calvert moved to approve the request. Councilor Trujillo seconded the motion and it passed by unanimous voice vote. Councilor Chávez was not present for the vote.

9. REQUEST FOR CONCEPTUAL APPROVAL OF LEASE AGREEMENT CONTAINING APPROXIMATELY 7-- SQUARE FEET WITHIN THE BURRO ALLEY RIGHT-OF-WAY FOR OUTDOOR SEATING APPURTENANT TO THE BURRO ALLEY CAFÉ AT 207 2. SAN FRANCISCO ST. BY MAJED HAMDOUNI (EDWARD VIGIL)

Committee Review:

Finance Committee (Scheduled)	07/05/11
Council (Public Hearing)	07/13/11

Mr. Vigil presented the request.

Councilor Calvert noted that it said conceptual approval and asked if it would come back for another round for actual approval.

Mr. Vigil said it was once through committees to get amendments and changes and then the updated docs were presented for approval.

Councilor Calvert concluded it would go through twice at concept level and then once at contract level. Mr. Vigil agreed.

Councilor Chávez arrived at this time.

Councilor Calvert said this one was similar to what they turned down last time. He wanted to know if there were any of those code violations since it was last heard and also if included in this lease agreement was something to state that any further violations would be grounds for termination of the lease.

Mr. Vigil agreed they could include that. There were broad terms of that now.

Councilor Calvert said because of the prior consideration that paragraph should be specific with that language. Mr. Vigil agreed.

Councilor Calvert referred to page 5 where it talked about use of premises. That should include no use of alcohol on patios because there was not controlled access to that area unless they could prove it was controlled.

Councilor Romero agreed with Councilor Calvert but the Lensic could do those outside receptions with alcohol. It seemed they would have some way to limit it.

Councilor Calvert pointed out that there was a difference with a special use permit to do that at the Lensic and this one that was not a special use permit.

Chair Dominguez thought that sounded like a legal question.

Mr. O'Reilly said that was dictated by their liquor license so if the desire of Public Works Committee to not serve alcohol outside, it could be put in the lease and would be regulated by the Commission's authority.

Councilor Calvert thought as long as they made sure access outside was controlled. He just wanted to make sure that provision was covered.

Councilor Romero agreed.

Councilor Chávez said in this case they seemed to have their own central courtyard that was already part of their business. He asked if there was an opening there into the city right of way. Mr. O'Reilly agreed.

Councilor Chávez asked if they already had a license for beer and wine.

Mr. Vigil said right now they didn't have such a license.

Councilor Chávez asked if the Lensic handled their alcohol service like a beer garden.

Mr. Vigil was not sure how they handled it physically. He knew that it had to come to Council and the area has to be cordoned off. Café Paris had a license.

Councilor Calvert still wanted the language included in there. Maybe the City Clerk could tell the Committee how they did that.

Ms. Vigil said it was how they separated a special event. They had to keep it all enclosed. On the Lensic she would have to see if the ordinance allowed them to do that or not.

Councilor Calvert asked that they get clarification for all events in Burro Alley.

Councilor Chávez mentioned several other places in town where patio liquor service was permitted including the Burrito Company and Santa Fé Hotel.

Ms. Vigil said those did have a separation but she didn't think that could be done in Burro Alley. It would need to be a permanent enclosure.

Councilor Calvert said they had to keep those sidewalks clear at all times. That should include bicycle access at all times with enough space between the wall and planters for bicycles.

Councilor Romero moved to approve the request with a statement in the lease that further violations of the liquor ordinance would terminate the lease, that no patio liquor service be allowed unless the applicant could prove the access was controlled and that sidewalks be accessible at all times by pedestrians and bicyclists. Councilor Trujillo seconded the motion and it passed by unanimous voice vote.

Councilor Chávez wasn't sure about having bicycles zipping through there instead of walking them. It would be safer to have them dismount. He clarified his reluctance in voting for support. This was new to Santa Fé and he thought if it worked and safety measures were in place they still had to be careful. He would give it a chance. There was always a liability when serving liquor. Hopefully it would add to downtown vitality.

Councilor Calvert was not trying to discourage having an outdoor café but some of the rules were not the committee's to determine.

10. REQUEST FOR CONCEPTUAL APPROVAL OF LEASE AGREEMENT CONTAINING APPROXIMATELY 900 SQUARE FEET WITHIN THE BURRO ALLEY RIGHT-OF-WAY FOR OUTDOOR SEATING APPURTENANT TO THE NEW RESTAURANT AT 31 BURRO ALLEY BY RICHARD MONTOYA, MANAGER FOR BOKUM BURRO ALLEY LLC. (EDWARD VIGIL)

Committee Review:

Finance Committee (Scheduled)	07/05/11
Council (Scheduled)	07/13/11

Mr. Vigil presented this request.

Councilor Romero felt this was very similar to the previous one and would like to add landscaping buffers to allow a thoroughfare and license for liquor served on city land.

Councilor Romero moved to approve the request. Councilor Calvert seconded the motion.

Councilor Chávez asked if this restaurant had a license in place.

Mr. Vigil said they were not yet open for business so he was not sure of the license status.

Councilor Romero said it would still follow the ordinance for liquor consumption on city property.

Councilor Chávez asked if it would come back after being amended. Mr. Vigil agreed.

Councilor Chávez asked if it was limited to beer and wine with meals only. Mr. Vigil agreed.

Councilor Calvert said they were asking for the same exceptions on this one.

3. APPROVAL OF AGENDA

MOTION: Councilor Wurzburger moved, seconded by Councilor Romero, to approve the agenda, as amended.

VOTE: The motion was approved unanimously on a voice vote.

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Wurzburger moved, seconded by Councilor Romero, to approve the following Consent Agenda as amended.

VOTE: The motion was approved unanimously on a voice vote.

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CONSENT AGENDA

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6. *[Removed for discussion by Councilor Bushee]*

7. *[Removed for discussion by Councilor Bushee]*

* 8. REQUEST FOR CONCEPT APPROVAL OF LEASE AGREEMENT – BURRO ALLEY RIGHT-OF-WAY FOR OUTDOOR SEATING APPURTENANT TO BURRO ALLEY CAFÉ AT 207 W. SAN FRANCISCO STREET; MAJED HAMDOUNI. (EDWARD VIGIL)

9. *[Removed for discussion by Councilor Bushee]*

10. REQUEST FOR APPROVAL OF A RESOLUTION REQUESTING THAT THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT), IN THE INTEREST OF PUBLIC SAFETY, EXPEDITE THE NM 599/CR 62 INTERCHANGE PROJECT (COUNCILOR CHAVEZ). (KEITH WILSON) Committee Review: Public Works (no quorum) 07/25/11; and City Council (scheduled) 08/10/11. Fiscal Impact – No.

MOTION: Councilor Calvert moved, seconded by Councilor Romero, to approve the agenda as amended.

VOTE: The motion was approved on a voice vote with Councilors Bushee, Calvert, Chavez, Dominguez, Ortiz, Romero and Wurzburger voting for the motion and none against.

7. APPROVAL OF CONSENT CALENDAR

MOTION: Councilor Bushee moved, seconded by Mayor Pro-Tem Wurzburger, to approve the following Consent Calendar, as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Bushee, Councilor Calvert, Councilor Chavez, Councilor Dominguez, Councilor Ortiz, Councilor Romero, and Mayor Pro-Tem Wurzburger.

Against: None.

a) ***[Removed for discussion by Councilor Chavez]***

b) **REQUEST FOR APPROVAL OF FIRST AMENDMENT TO TITLE 1 SCENIC PROGRAM GRANT AGREEMENT TO EXTEND TERM – DEVELOPMENT OF EL CAMINO REAL NATIONAL SCENIC BYWAY TRAIL; NEW MEXICO DEPARTMENT OF TRANSPORTATION; NEW MEXICO TOURISM DEPARTMENT. (BRIAN DRYPOLCHER)**

* c) **REQUEST FOR CONCEPT APPROVAL OF LEASE AGREEMENT – BURRO ALLEY RIGHT-OF-WAY FOR OUTDOOR SEATING APPURTENANT TO BURRO ALLEY CAFÉ AT 207 W. SAN FRANCISCO STREET; MAJED HAMDOUNI. (EDWARD VIGIL)**

d) **REQUEST FOR APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT – FY 2011/2012 CDBG ALLOCATION; UNITED SOUTH BROADWAY CORPORATION. (KYM DICOME)**

e) **CONSIDERATION OF RESOLUTION NO. 2011-42. (COUNCILOR CHAVEZ). A RESOLUTION REQUESTING THAT THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT), IN THE INTEREST OF PUBLIC SAFETY, EXPEDITE THE NM 599/CR 62 INTERCHANGE PROJECT. (KEITH WILSON)**

f) **REQUEST FOR APPROVAL OF CONSIDERATION TO FILL VACANT POSITION. (ROBERT ROMERO)**