



**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, JANUARY 6, 2014**

**ITEM 14**

REQUEST FOR FINAL APPROVAL OF LEASE AGREEMENT TO ALLOW FOR PARKING OF SERVICE VEHICLES AND STORAGE OF MATERIALS ON CITY ALLEY LOCATED ALONG THE SOUTHERLY BOUNDARY OF 1549 SIXTH STREET BY THE PROPERTY OWNERS AND THEIR TENANTS BY WAYNE S. COLMER AND ROBERTA L. COLMER 1998 REVOCABLE INTER VIVOS TRUST AND COLMER DEVELOPMENT COMPANY (**EDWARD VIGIL**)

**PUBLIC WORKS COMMITTEE ACTION: Approved on Consent**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
<b>CHAIRPERSON WURZBURGER</b>			
<b>COUNCILOR CALVERT</b>	<b>X</b>		
<b>COUNCILOR IVES</b>	<b>X</b>		
<b>COUNCILOR RIVERA</b>	<b>X</b>		
<b>COUNCILOR TRUJILLO</b>	<b>Excused</b>		

# MEMO

**DATE:** December 18, 2013 for January 6, 2014  
**TO:** Public Works, CIP and Land Use Committee  
**VIA:** Mathew O'Reilly, P.E., Land Use Department Director *MSO*  
**FROM:** Edward J. Vigil, Property Manager Land Use Department *EV*

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## ITEM & ISSUE:

Request for final approval of Lease Agreement to allow for parking of service vehicles and storage of materials on City alley located along the southerly boundary of 1549 Sixth Street by the property owners and their tenants by Wayne S. Colmer and Roberta L. Colmer 1998 Revocable Inter Vivos Trust and Colmer Development Company

## BACKGROUND & SUMMARY:

City committees have granted conceptual approval of request to lease subject real property on August 12, 2013 (Public Works, CIP and Land Use Comm.), August 19, 2013 (Finance Comm.) and August 27, 2013 (Council) respectively. Mr. Colmer has now submitted to the City a legal description and appraisal of the subject real estate and the lease agreement has been revised to reflect the legal description and the yearly rental of \$3600 based upon a 8% of the appraised value. The City will gain from the revenue to be generated from the lease as well as insurance coverage in case of mishaps, maintenance of the area and have access to the area when necessary.

## ACTION:

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

Exhibits: A - Lease Agreement  
B - Property Appraisal (part)  
C - Committee agendas from 2013

LEASE AGREEMENT  
BETWEEN THE CITY OF SANTA FE  
AND WAYNE S. COLMER AND ROBERTA L. COLMER 1998  
REVOCABLE INTER VIVOS TRUST AND COLMER DEVELOPMENT COMPANY

This LEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Santa Fe, a Municipal Corporation, (“Lessor”) and Wayne S. Colmer & Roberta L. Colmer, Trustees of the Wayne S. Colmer and Roberta L. Colmer 1998 Revocable Inter Vivos Trust an undivided 53% interest and Colmer Development Company, a California limited partnership an undivided 47% interest, whose address is 23679 Calabases Rd. Ste 333, Calabases, CA 91302 (“Lessee’s”).

WITNESSETH:

In consideration of the Lessee’s promises herein, Lessor hereby leases to the Lessee’s 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’s to use and occupy, subject to all of the terms and conditions hereinafter stated, that certain portion of the City property located along the southerly boundary of 1549 Sixth Street, Santa Fe, NM. The leased property (“Premises”) consists of approximately three thousand one hundred (3100) square feet, being the cross hatched area 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 Lessee’s and their tenants the exclusive use of the Premises for the purpose of ingress and egress, the parking of motor vehicles and storage of construction

materials within the leased parcel, the installation of a security gate, and the installation of a security fence along the southerly boundary of the leased parcel. No further use of the Premises shall be allowed except those actions necessary for the use, maintenance and control 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) No other use of the Premises, including but not limited to, the sale or display of merchandise or other personal property shall be permitted;
- (b) Emergency vehicles shall be allowed access to the premise whenever necessary;
- (c) Lessor reserves the right to allow the use of the leased premises for its employees, contractors, agents, utility companies, or special use by others at any time, and no compensation or deduction to Lessee for such use shall be granted;
- (d) Lessee shall comply with all local codes and regulations and any violations shall be considered grounds for termination of this Agreement;
- (e) 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;
- (f) No trash or containers of discarded materials shall be stored thereon;
- (g) No large commercial vehicles or heavy equipment shall be stored thereon;
- (h) No construction materials shall be stockpiled higher than the fence along the southerly property line.

### 3. LEASE TERM

The term of this Lease Agreement shall be for a five (5) year term, payable annually commencing \_\_\_\_\_, 2014 through \_\_\_\_\_, 2019, unless sooner terminated as provided herein. In the event Lessee shall remain in possession of the Premises after the

expiration of the term of this Lease Agreement, such possession may, at the sole option of Lessor, will continue to be a month-to-month tenancy at a renegotiated rate. 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. Upon written request by Lessee's, within 60 days prior to expiration of this agreement, an additional five year term may be granted by the City Manager at their discretion and based upon compliance with provisions of this agreement.

4. RENT

Rent shall be paid as follows:

A. Base Rent. Lessee shall pay three thousand six hundred dollars (\$3600 .00) per year as base rent, beginning on \_\_\_\_\_, 2014 and ending on \_\_\_\_\_, 2019, and due in full each year on the beginning date of each rental period as described in Paragraph 3 above, without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make all payments of rent in full each year before anniversary date to the Lessor's Cashier Office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Increases in Base Rent. Upon the second year and years thereafter of the term of this Lease Agreement, or any subsequent 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 in full before the beginning date of each annual rental period, 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

At any time upon Lessee's failure to comply with any provision of this Lease Agreement or otherwise without cause, Lessor may cancel this Lease Agreement. Prior to cancellation, Lessor shall hand deliver or mail notice to Lessee via certified mail specifying:

(1) In the event of breach prior to cancellation Lessor shall deliver to Lessee in writing:

- (a) The action required to cure the breach;
- (b) Specify date, not less than fifteen (15) days from the date the notice is delivered to Lessee, by which such breach must be cured;
- (c) That failure to cure such breach on or before the date specified in the notice will result in termination of the Lease;

(2) If otherwise without cause, specifying when Lease Agreement will terminate, not less than fifteen (15) days from date of notice.

## 7. ASSIGNMENT OR SUBLEASE

Lessee's 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's at their 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's 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. INDEMNIFICATION

The Lessee's 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's. 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's shall not cause or permit any waste, damage or injury to the Premises.

Lessee's shall, at its sole expense, keep and maintain the Premises in good condition, reasonable wear and tear excepted, shall keep the premises free of trash and debris, 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's 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, (a) when personally delivered, or (b) 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:  
City of Santa Fe  
c/o Property Manager  
Land Use Dept  
P.O. Box 909  
Santa Fe, NM 87504-0909

Lessee's:  
Wayne S. Colmer & Roberta L. Colmer, Trustees  
and Colmer Development Company  
23679 Calabases Rd. Ste 333  
Calabases, CA 91302

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's 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's 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 \_\_\_\_\_, 2014.

LESSOR:  
CITY OF SANTA FE

\_\_\_\_\_  
DAVID COSS, MAYOR

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY BRENNAN, INTERIM CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA, FINANCE DIRECTOR

21117.460150  
BUSINESS UNIT/LINE ITEM

LESSEES:

\_\_\_\_\_  
WAYNE S. COLMER, TRUSTEE

\_\_\_\_\_  
ROBERTA L. COLMER, TRUSTEE



# BOUNDARY SURVEY REPLAT

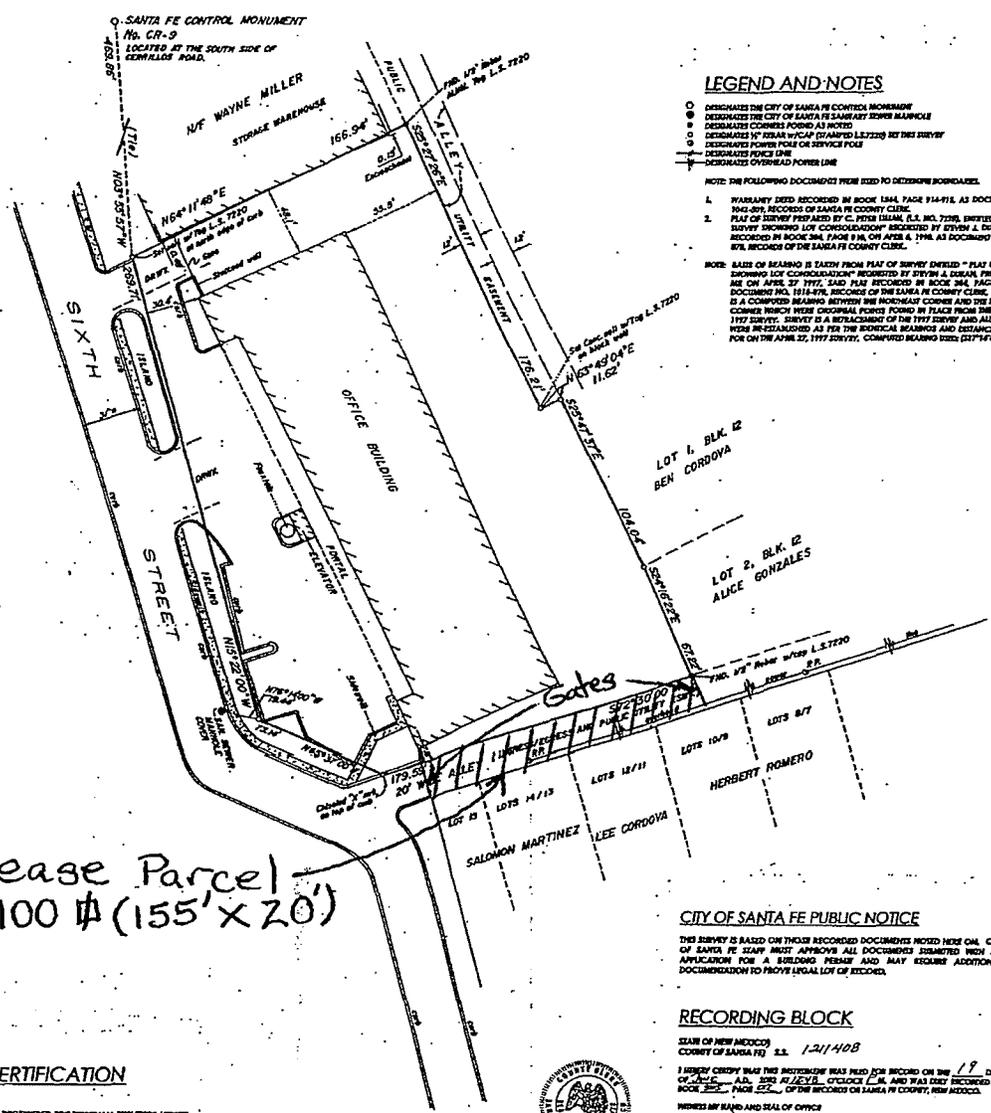
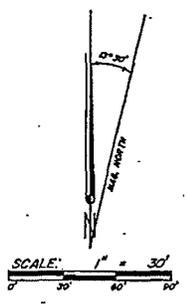
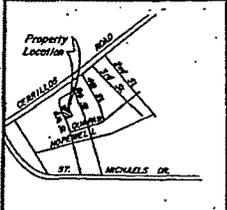
REQUESTED BY  
**STEVEN J. DURAN**

FOR

**WAYNE S. COLMER & ROBERTA L. COLMER**

A PARCEL OF LAND KNOWN AS LOTS 1 THRU 10 - REVERTED ALLEY AND PORTION OF ALLEY OF BLOCKS 11 AND 12; AND LOT 3, BLOCK 12, CAPITAL LAND AND TOWNSHIP SUBDIVISION (AMENDED), ADDITIONS TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO.

TOTAL AREA SURVEYED = 1.499 ACRES



- DESIGNATES THE CITY OF SANTA FE CONTROL MONUMENT
  - DESIGNATES THE CITY OF SANTA FE SANITARY SEWER MAINLINE
  - DESIGNATES CORNERS FOUND AS NOTED
  - DESIGNATES BY BEARING AND DISTANCE (BY BEARING AND DISTANCE) SET THIS SURVEY
  - DESIGNATES POWER POLE OR SERVICE POLE
  - DESIGNATES FENCE LINE
  - DESIGNATES OVERHEAD POWER LINE
- NOTE: THE FOLLOWING DOCUMENTS WERE USED TO DETERMINE BOUNDARIES:
1. WARRANTY DEED RECORDED IN BOOK 284, PAGE 114-116, AS DOCUMENT NO. 194-207, RECORDS OF SANTA FE COUNTY CLERK.
  2. PLAT OF SURVEY PREPARED BY C. PETER ULIAM, D.L.S. NO. 7238, ENTITLED "PLAT OF SURVEY SHOWING LOT CONVEGANCE" RECORDED BY STEVEN J. DURAN, PLAT RECORDED IN BOOK 284, PAGE 89, ON APRIL 8, 1994, AS DOCUMENT NO. 193-878, RECORDS OF THE SANTA FE COUNTY CLERK.
- NOTE: BEARS OF BEARING IS TAKEN FROM PLAT OF SURVEY ENTITLED "PLAT OF SURVEY SHOWING LOT CONVEGANCE" RECORDED BY STEVEN J. DURAN, PREPARED BY ME ON APRIL 27, 1997, SAID PLAT RECORDED IN BOOK 284, PAGE 078 AS DOCUMENT NO. 193-878, RECORDS OF THE SANTA FE COUNTY CLERK. APPROXIMATE IS A COMPOUND BEARING BETWEEN THE NORTHEAST CORNER AND THE SOUTHWEST CORNER BEARING FROM ORIGINAL POINTS FOUND IN PLACE FROM THE APRIL 27, 1997 SURVEY. SURVEY IS A RESTATEMENT OF THE 1997 SURVEY AND ALL CORNERS WERE RE-ESTABLISHED AS PER THE ORIGINAL BEARINGS AND DISTANCES CALLED FOR ON THE APRIL 27, 1997 SURVEY; COMPOUND BEARING BEING 102° 07' 45" E.

### CITY OF SANTA FE PUBLIC NOTICE

THIS SURVEY IS BASED ON THOSE RECORDED DOCUMENTS NOTED HERE ON. CITY OF SANTA FE STAFF MUST APPROVE ALL DOCUMENTS SUBMITTED FROM AN APPLICATION FOR A BOUNDARY REPEAT AND MAY REQUIRE ADDITIONAL DOCUMENTATION TO PROVE LEGAL LOT OF RECORD.

### RECORDING BLOCK

SEAL OF NEW MEXICO  
COUNTY OF SANTA FE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE 19 DAY OF JUNE, A.D. 2002 AT 10:55 A.M. AND WAS DEED RECORDED IN BOOK 284, PAGE 078, OF THE RECORDS OF SANTA FE COUNTY, NEW MEXICO.

WITNESS MY HAND AND SEAL OF OFFICE  
REBECCA BRYAN-JANICE  
COUNTY CLERK, SANTA FE COUNTY, NEW MEXICO

*Signature*

INDEXING INFORMATION FOR COUNTY CLERK	
OFFICE: ESTATE & ESTATE SERVICES	WAYNE S. & ROBERTA L. COLMER
LOT: 1 thru 10 - REVERTED ALLEY AND PORTION OF ALLEY OF BLOCKS 11 AND 12; AND LOT 3 BLOCK 12.	
CAPITAL LAND AND TOWNSHIP SUBDIVISION (AMENDED)	
CITY OF SANTA FE, COUNTY OF SANTA FE, NEW MEXICO	

### SURVEYOR'S CERTIFICATION

I, C. PETER ULIAM, A NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR HEREBY CERTIFY THAT I CONDUCTED AND AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THIS SURVEY AND PLAT MEET OR EXCEED THE MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO.

I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR A SUBDIVISION AS DEFINED BY THE NEW MEXICO SUBDIVISION ACT, AND THAT THIS IS A BOUNDARY SURVEY PLAT OF AN EXISTING BLOCK OR TRACT.

*C. Peter Uliam*  
C. PETER ULIAM, REG. PROF. LAND SURVEYOR NO. 7238  
DATE: **JUNE 5, 2002**

P.O. BOX 1021, P.O. BOX  
SANTA FE, N.M. 87504  
TEL. (505) 425-3447



**HIPPAUF & ASSOCIATES, INC.**  
REAL ESTATE APPRAISERS AND CONSULTANTS

Peter H. Hippauf, MAI, SRA  
Michael Dry, MAI  
Kay L. Sutt, Associate  
William S. Gee, Associate  
Tim Connelly, Associate

404 Brunn School Road  
Building B  
Santa Fe, New Mexico 87505  
(505) 988-8059  
FAX: (505) 988-5743

December 3, 2013

Mr. Wayne Colmer  
23679 Calabasas Road, #333  
Calabasas, CA 91302

RE: Appraisal of 3,100 square feet of vacant land adjacent to 1549 Sixth Street, Santa Fe,  
New Mexico

Dear Mr. Colmer:

Pursuant to your request, I have appraised the above referenced property. As requested, the appraisal is presented in a restricted report format. As such, it presents limited discussions of the data, reasoning and analyses that were used in the appraisal process to develop my opinion of value. Supporting documentation has been retained in the file of this appraisal. The depth of discussion contained in this report is specific to the needs of the client. The appraisal was prepared in accordance with the Uniform Standards of Professional Appraisal Practice and is subject to the assumptions and limiting conditions found in the report.

Based on my investigation, and the data and analyses contained in the file of this appraisal, it is my opinion that the most probable market value of the fee simple ownership interest in the subject property "as is" and as of November 20, 2013 is **Forty-Five Thousand Dollars (\$45,000.)**

I respectfully refer you to the attached restricted appraisal report and addenda. If I can be of further service to you in regard to this appraisal or in any other matter, please do not hesitate to call.

Respectfully submitted,



Peter H. Hippauf, MAI, SRA

VL-4313

**SUMMARY OF SALIENT FACTS, DATA AND CONCLUSIONS**

Property location	A 3,100 square foot portion of vacant land on the east side of Sixth Street, lying adjacent to 1549 Sixth Street on the north.
Property owner	City of Santa Fe
Client	Wayne Colmer
Current use	20 foot wide ingress/egress and utility easement.
Effective date of value	November 20, 2013
Date of report	December 3, 2013
Purpose of the appraisal	Estimate market value
Intended Use of the appraisal	Assist the client with establishing a rental agreement with the City of Santa Fe
Land area	3,100 square feet, per discussion with the City of Santa Fe.
Value Indication	\$45,000

## RESTRICTED APPRAISAL REPORT

*This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2© of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.*

**Client:** Wayne Colmer  
23679 Calabasas Road, #333  
Calabasas, CA 91302

**Appraiser:** Peter H. Hippauf, SRA, MAI  
Hippauf and Associates, Inc.  
404 Brunn School Road, Bldg B  
Santa Fe, New Mexico 87505

**Subject:** 3,100 square feet of land located on the east side of the street adjacent to 1549 Sixth Street. This land is currently owned by the City of Santa Fe and designated as an ingress/egress and utility easement.

**Purpose of the Appraisal:** The purpose of the appraisal is to provide the appraiser's best estimate of the market value of the subject property as of the effective date of value. Market value is defined by the federal financial institutions regulatory agencies as follows:

The most probable price which a property should bring in a competitive and open market under conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what they consider their own best interests,

3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

**Location:** The subject consists of a 3,100 square foot parcel of land situated on the east side of the street adjacent to 1549 Sixth Street, Santa Fe, New Mexico.

**Property Ownership and History:** Ownership of the subject property is vested in the City of Santa Fe. It lies adjacent to 1549 Sixth Street, a commercial property that is owned by the client, Wayne Colmer. Mr. Colmer presently utilizes the site for ingress and egress to his property and wishes to lease it from the City.

**Intended Use of the Report:** For the sole purpose of assisting the client in leasing the property from the City of Santa Fe.

**Intended User of the report:** The intended user of the report is the client, Wayne Colmer. Any other party who chooses to rely on this report is advised that the appraisers are not obligated to any party other than the original intended user, nor does reliance on the report by a party other than the original intended user result in such party becoming an intended user of the report.

**Interest Valued:** The ownership interest is fee simple.

**Effective Date of Value:** November 20, 2013, which is the date of inspection by the appraiser.

**Date of the Report:** December 3, 2013.

**Scope of the Appraisal:** In preparing this appraisal, the appraiser, (1) inspected the subject property, (2) gathered and confirmed information on comparable sales of similar properties, (3) applied the sales comparison to value.

As a restricted appraisal, this report presents only limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in the report. Supporting documentation has been retained in file. No items of personal property were included in the appraisal. The appraiser is not responsible for the unauthorized use of this report.

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<sup>1</sup> The Federal Register, Volume 55, No. 163, (August 22, 1990), pages 34228 and 34229: also quoted in the introduction to the Standards of Professional Appraisal Practice of the Appraisal Institute and in the Uniform Standards of Professional Appraisal Practice.

**Legal Description:**

**Subject:** The subject consists of a small parcel of paved land containing 3,100 square feet, more or less. It is mostly rectangular and extends north to south along Sixth Street for approximately 20 feet. East and west boundaries run approximately 155 feet. The property is gated on the west and fenced along the south and east boundaries. A residential property lies to the rear. Sixth Street is two-lane and paved with sidewalks, curbs and gutter. The subject property is presently owned by the City of Santa Fe and designated as an "alley", with utility and ingress/egress easements, and has been used as an entrance and storage area for the commercial property adjacent to the north. The owner of that property wishes to lease the subject site from the city. Discussion with Edward Vigil, with the City of Santa Fe, verifies that the property will be leased for the purpose of ingress and egress, vehicle parking, and the continued storage of materials, but that nothing may be constructed on the site. Additionally, if the property were ever sold by the City, the utility easement would remain, but the city-held ingress/egress easement might be vacated if requested.

It should be known that the appraiser has not been provided with a survey of the site. Instead, I have been assured by Edward Vigil, City of Santa Fe, that the site contains 3,100 square feet, as determined by staff. Without an actual survey, utilizing 3,100 square feet in the analysis represents an extraordinary assumption, because if the site were found to contain otherwise, value could be affected.

**Highest and Best Use:** The small size of the subject limits its utility. I have concluded that highest and best use of the subject is its assemblage into the adjacent commercial property.

**Analysis and Conclusion:** Only the sales comparison approach was utilized for the valuation of 3,100 square feet of vacant land. Four vacant land sales were analyzed. Two of the four represented sales of city owned parcels and two were private sales of commercial lots in the subject's general neighborhood. Adjustments were made for a variety of factors. Market conditions (time of sale) were considered first. Dates of sale range from September, 2009 through September, 2011. It is reasonable to believe that values would have changed during that time period. 2009 was relatively stable but land values have been dropping since the start of 2010. Based on data derived through paired sales analysis of land sale in the overall marketplace, downward adjustments of 0.3% per month were applied from the start of 2010 through the present.

Sizes of the comparables vary from 695 square feet to 11,000 square feet, compared to the subject's 3,100 square feet. Economies of scale are often present, with a larger parcel selling for less per square foot than a smaller parcel. In this instance, two of the comparables can be compared. Sales Two and Three are both secondary commercial parcels that sold within a month

of each other, essentially differing only in size. After comparing their time adjusted sales prices and square footages, no such trend is found. Therefore, adjustments for difference in size were not performed.

Location of the properties was also considered. The subject, and Sales Two and Three, are located in fairly close proximity to each other in a C-2 commercially zoned area in south central Santa Fe. Sale One represents a residential site just west of the downtown area and Sale Four is a BCD commercially zoned site at the north edge of the downtown area. For comparative purposes, Sales Two and Three are considered similar to the subject, in that each exhibits a secondary commercial use in fairly close proximity. Sale One is a residential property located just off Paseo de Peralta, exhibiting similar exposure as the subject. Sale Four is located at the periphery of the downtown and considered superior in location. An adjustment for location was found by comparing the average time adjusted sales prices of Sales One, Two and Three with the time adjusted sales price of Sale Four and a difference of 30% rounded was extracted. Therefore, 30% was applied as a downward adjustment to Sale Four for its superior location.

The sales and their adjustments are summarized on chart included in the addenda of this report. After all adjustments were performed, the square foot values ranged from \$14.06 to \$15.10 per square foot. Mean and median values lie at \$14.41 and \$14.24 per square foot, respectively. Sales Two and Three, most like the subject, support a value of \$14.58 per square foot. However, because of the continuing state of the economy and the tepid nature of the local real estate market, a value toward the upper end of the range is not prudent, and \$14.50 per square foot is selected. Multiplying 3,100 square feet by \$14.50 yields a value of \$44,950, which is rounded to \$45,000. Therefore, the total value of the subject property, as-is, and as of November 20, 2013 is estimated at \$45,000.

**Concluded Value: \$45,000**



# Agenda

**PUBLIC WORKS/CIP & LAND USE  
COMMITTEE MEETING  
1600 ST. MICHAEL'S DRIVE, SOUTHWEST ANNEX BUILDING  
MONDAY, AUGUST 12, 2013  
4:45 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF CONSENT AGENDA
5. APPROVAL OF MINUTES FROM JULY 29, 2013 PUBLIC WORKS COMMITTEE MEETING

**CONSENT AGENDA (UP TO 15 MINUTES)**

6. CIP PROJECT #684 – BUDGET ADJUSTMENT REQUEST (BAR) – TRANSFER FUNDS FROM CASH BALANCE INTO CIP CONVENTION CENTER BUSINESS UNIT NO. 52110
  - BUDGET ADJUSTMENT REQUEST (BAR) OF CASH BALANCE IN CIP CONVENTION CENTER INTO LINE ITEM REMODEL & REPLACEMENT NO. 572500 IN THE AMOUNT OF \$90,000 AND CONTRACTUAL SERVICES NO. 5101100 IN THE AMOUNT OF \$10,000 (CHIP LILIENTHAL)

**Committee Review:**

Finance Committee (Approved)	08/05/13
Council (Scheduled)	08/14/13

7. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE SANTA FE RAILYARD COMMUNITY CORPORATION (SFRCC) FOR ENGINEERING SERVICES AT THE NORTH RAILYARD DEVELOPMENT INCLUDING THE EXTENSION OF ALCADESA STREET, RAILYARD PLAZA AND CAMINO DE LA FAMILIA IN THE AMOUNT OF \$92,500
  - REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (ROBERT SIQUEIROS)

**Committee Review:**

Finance Committee (Scheduled)	08/19/13
Council (Scheduled)	08/27/13

8. REQUEST FOR APPROVAL FOR MEMORANDUM OF AGREEMENT BETWEEN SANTA FE PUBLIC SCHOOLS AND THE CITY OF SANTA FE FOR SCHOOL CROSS GUARD PROGRAM (JOHN ROMERO)

**Committee Review:**

Finance Committee (Scheduled) 08/17/13  
Council (Scheduled) 08/27/13



9. REQUEST FOR CONCEPT APPROVAL OF LEASE AGREEMENT TO ALLOW FOR PARKING OF SERVICE VEHICLES AND STORAGE OF MATERIAL ON CITY ALLEY LOCATED ALONG THE SOUTHERLY BOUNDARY OF 1549 SIXTH STREET BY THE PROPERTY OWNERS AND THEIR TENANTS, WAYNE S. COLMER AND ROBERTA L. COLMER 1998 REVOCABLE INTER VIVOS TRUST AND COLMER DEVELOPMENT COMPANY (EDWARD VIGIL)

**Committee Review:**

Finance Committee (Scheduled) 08/17/13  
Council (Scheduled) 08/27/13

10. REQUEST FOR APPROVAL OF A RESOLUTION DIRECTING STAFF TO DRAFT AMENDMENTS TO THE CITY CODE AND THE ESTABLISHED POLICIES AND PROCEDURES RELATED TO THE ESTABLISHMENT OF A PERMITTED USE IN CERTAIN ZONING DISTRICTS FOR FARM STANDS AND URBAN AGRICULTURE INCLUDING THE CONDITIONS UNDER WHICH SUCH USES WOULD BE PERMITTED; AND DIRECTING STAFF TO COLLABORATE WITH LOCAL NON-PROFIT ORGANIZATIONS TO DEVELOP A LOCAL FARM STAND PLAN SO THE RESIDENTS OF SANTA FE WILL HAVE THE ABILITY TO PURCHASE FRESH PRODUCE FROM COMMUNITY GARDENS AND ORCHARDS (COUNCILOR BUSHEE) (KATHERINE MORTIMER)

**Committee Review:**

Sustainable Santa Fe Commission (Approved) 07/16/13  
Food Policy Council (Approved) 07/25/13  
Finance Committee (Scheduled) 08/19/13  
Council (Scheduled) 08/27/13

11. REQUEST FOR APPROVAL OF A RESOLUTION AMENDING THE AMOUNT OF DESIGNATED IMPACT FEE CAPITAL IMPROVEMENTS PLAN (IFCIP) FUNDING FOR THE DESIGN AND CONSTRUCTION OF THE HERRERA DRIVE EXTENSION ROADWAY IMPROVEMENTS AND PASEO DEL SOL EXTENSION ROADWAY IMPROVEMENTS; AUTHORIZING THE EXPENDITURE OF SUCH FUNDING FOR THE ROADWAY IMPROVEMENTS; AND AUTHORIZING THE CITY OF SANTA FE TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE SANTA FE PUBLIC SCHOOL DISTRICT (SFPS) SO THAT SFPS WILL BE THE DESIGNATED FISCAL AGENT FOR THE ROAD IMPROVEMENT PROJECTS (MAYOR COSS, COUNCILORS DOMINGUEZ AND RIVERA)(ISAAC PINO)

**Committee Review:**

Capital Improvement Advisory Committee 08/08/13  
Finance Committee (Scheduled) 08/19/13  
Council (Scheduled) 08/27/13

**SUMMARY INDEX FOR  
PUBLIC WORKS/CIP & LAND USE COMMITTEE  
August 12, 2013**

<b>ITEM</b>	<b>ACTION</b>	<b>PAGE</b>
1. Call to Order	Convened at 4:45 p.m.	1
2. Roll Call	Quorum Present	1
3. Approval of Agenda	Approved as presented	1
*4. Approval of Consent Agenda	Approved as amended	1-2
5. Approval of Minutes July 29, 2013	Approved as presented	2
CONSENT AGENDA LISTING	Listed	2-3
CONSENT DISCUSSION AGENDA		
8. School Cross Guard MOA	Approved	3-4
10. Farm Stands & Urban Agriculture	Approved	4-6
11. IFCIP Amendment	Approved	6-8
DISCUSSION AGENDA		
12. Purchasing Manual Proposed Changes	Approved with minor changes	8-10
13. Discussion on ICIP Plan	Approved	10-11
14. Matters from Staff	Discussion	11
15. Matters from the Committee	Discussion	11-12
16. Matters from the Chair	Comments	12
17. Next Meeting	Set for August 26, 2013	12
18. Adjournment	Adjourned at 6:05 p.m.	12

**4. APPROVAL OF CONSENT AGENDA**

Councilor Calvert requested discussion on items 8, 10, and 11.

Councilor Calvert moved to approve the consent agenda as amended. Councilor Rivera seconded the motion and it passed by unanimous voice vote.

**5. APPROVAL OF MINUTES FROM JULY 29, 2013 PUBLIC WORKS COMMITTEE MEETING**

Councilor Calvert moved to approve the minutes of July 29, 2013 as presented. Councilor Rivera seconded the motion and it passed by unanimous voice vote.

**CONSENT AGENDA LISTING**

- 6. CIP PROJECT #684 – BUDGET ADJUSTMENT REQUEST (BAR) – TRANSFER FUNDS FROM CASH BALANCE INTO CIP CONVENTION CENTER BUSINESS UNIT NO. 52110**
  - **BUDGET ADJUSTMENT REQUEST (BAR) OF CASH BALANCE IN CIP CONVENTION CENTER INTO LINE ITEM REMODEL & REPLACEMENT NO. 572500 IN THE AMOUNT OF \$90,000 AND CONTRACTUAL SERVICES NO. 5101100 IN THE AMOUNT OF \$10,000 (CHIP LILIENTHAL)**

**Committee Review:**

Finance Committee (Approved)  
Council (Scheduled)

08/05/13  
08/14/13

- 7. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FÉ AND THE SANTA FÉ RAILYARD COMMUNITY CORPORATION (SFRCC) FOR ENGINEERING SERVICES AT THE NORTH RAILYARD DEVELOPMENT INCLUDING THE EXTENSION OF ALCADESA STREET, RAILYARD PLAZA AND CAMINO DE LA FAMILIA IN THE AMOUNT OF \$92,500**
  - **REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (ROBERT SIQUEIROS)**

**Committee Review:**

Finance Committee (Scheduled)  
Council (Scheduled)

08/19/13  
08/27/13



- 9. REQUEST FOR CONCEPT APPROVAL OF LEASE AGREEMENT TO ALLOW FOR PARKING OF SERVICE VEHICLES AND STORAGE OF MATERIAL ON CITY ALLEY LOCATED ALONG THE SOUTHERLY BOUNDARY OF 1549 SIXTH STREET BY THE PROPERTY OWNERS AND THEIR TENANTS, WAYNE S. COLMER AND ROBERTA L. COLMER 1998 REVOCABLE INTER VIVOS TRUST AND COLMER DEVELOPMENT COMPANY (EDWARD VIGIL)**



# Agenda

FINANCE COMMITTEE MEETING  
CITY COUNCIL CHAMBERS  
AUGUST 19, 2013 – 5:00 P.M.

11. Request for Approval of Professional Services Agreement – Engineering Services at North Railyard Development including Extension of Alcadesa Street, Railyard Plaza and Camino De La Familia; Santa Fe Railyard Community Corporation. (Robert Siqueiros)

A. Request for Approval of Budget Increase – Santa Fe Railyard Project Fund

12. Request for Approval of Memorandum of Agreement – School Cross Guard Program; Santa Fe Public Schools. (John Romero)

\*13. Request for Approval of Lease Agreement – Parking of Service Vehicles and Storage of Material on City Alley located along the Southerly Boundary of 1549 Sixth Street by the Property Owners and their Tenants; Wayne S. Colmer and Robert L. Colmer 1998 Revocable Inter Vivos Trust and Colmer Development Company. (Edward Vigil)

14. Request for Approval of Housing and Urban Development (HUD) 2012/2013 Consolidated Annual Performance Evaluation Review (CAPER) for Community Development Block Grant (CDBG). (Kym Dicome)

15. Request for Approval of Grant Award – Veterans Transportation Community Living Initiative Discretionary Grant Section 5309; U.S. Department of Transportation, Federal Transit Administration. (David Chapman)

A. Request for Approval of Budget Increase – Grant Fund

16. Request for Approval of a Resolution Directing the City of Santa Fe Human Resources Department to Implement a Veterans' Hiring Initiative Policy for the Purpose of Increasing Opportunities for Veterans to Obtain City Employment. (Councilor Dimas) (Vicki Gage)

**Committee Review:**

City Council (scheduled)

08/27/13

Fiscal Impact – No

17. Request for Approval of a Resolution Directing Staff to Draft Amendments to the City Code and the Established Policies and Procedures Related to the Establishment of a Permitted Use in Certain Zoning Districts for Farm Stands and Urban Agriculture Including the Conditions under which such Uses would

**SUMMARY OF ACTION  
FINANCE COMMITTEE MEETING  
Monday, August 19, 2013**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved [amended]	1
* APPROVAL OF CONSENT AGENDA	Approved [amended]	2
CONSENT AGENDA LISTING		2-3
APPROVAL OF MINUTES: REGULAR FINANCE COMMITTEE MEETING – AUGUST 5, 2013	Approved	3
<u>CONSENT CALENDAR DISCUSSION</u>		
REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT – WATER CONSERVATION MARKETING AND OUTREACH PLAN AND IMPLEMENTATION; PK PUBLIC RELATIONS	Approved	3-4
REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO LEGAL SERVICES AGREEMENT – LEGAL SERVICES FOR CITY'S APPLICATION TO RE-PERMIT THE CITY'S NORTHWEST WELL AND RETURN FLOW/DISCHARGE CREDIT FOR WATER DIVISION; STEIN & BROCKMANN, P.A.	Approved	4-5
REQUEST FOR APPROVAL OF MEMORANDUM OF AGREEMENT – SCHOOL CROSS GUARD PROGRAM; SANTA FE PUBLIC SCHOOLS	Approved w/amendment	5-6
REQUEST FOR APPROVAL OF HOUSING AND URBAN DEVELOPMENT (HUD) 2012/2013 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REVIEW (CAPER) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	Approved	6
REQUEST FOR APPROVAL OF A RESOLUTION DIRECTING THE CITY OF SANTA FE HUMAN RESOURCES DEPARTMENT TO IMPLEMENT A VETERANS' HIRING INITIATIVE POLICY FOR THE PURPOSE OF INCREASING OPPORTUNITIES FOR VETERANS TO OBTAIN CITY EMPLOYMENT	Approved	7-8



- 13. **REQUEST FOR APPROVAL OF LEASE AGREEMENT – PARKING OF SERVICE VEHICLES AND STORAGE OF MATERIAL ON CITY ALLEY LOCATED ALONG THE SOUTHERLY BOUNDARY OF 1549 SIXTH STREET BY THE PROPERTY OWNERS AND THEIR TENANTS; WAYNE S. COLMER AND ROBERT L. COLMER 1998 REVOCABLE INTER VIVOS TRUST AND COLMER DEVELOPMENT COMPANY. (EDWARD VIGIL)**
- 14. *[Removed for discussion by Councilor Bushee]*
- 15. **REQUEST FOR APPROVAL OF GRANT AWARD – VETERANS TRANSPORTATION COMMUNITY LIVING INITIATIVE DISCRETIONARY GRANT SECTION 5309; U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION. (DAVID CHAPMAN)**  
 A. **REQUEST FOR APPROVAL OF BUDGET INCREASE – GRANT FUND.**
- 16. *[Removed for discussion by Councilor Dimas]*
- 17. *[Removed for discussion by Councilor Calvert]*
- 18. *[Removed for discussion by Councilor Calvert]*
- 19. *[Removed for discussion by Councilor Calvert]*

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**END OF CONSENT AGENDA**  
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**5. APPROVAL OF MINUTES: REGULAR FINANCE COMMITTEE MEETING – AUGUST 5, 2013**

**MOTION:** Councilor Calvert moved, seconded by Councilor Bushee, to approve the minutes of the regular Finance Committee meeting of August 5, 2013, as presented.

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

**CONSENT CALENDAR DISCUSSION**

- 8. **REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT – WATER CONSERVATION MARKETING AND OUTREACH PLAN AND IMPLEMENTATION; PK PUBLIC RELATIONS. (LAURIE TREVIZO)**

Councilor Bushee said we just did an amendment in March 2013, and now we're doing another one for \$25,000, and asked the reason we didn't do one contract for \$50,000. She said she doesn't like to amend a contract for the same amount or more.



*Agenda* REGULAR MEETING OF  
THE GOVERNING BODY  
TUESDAY, AUGUST 27, 2013  
CITY COUNCIL CHAMBERS

- d) Request for Approval of Procurement Under State Price Agreement – Library Books, Materials and Services for Library Division; Baker & Taylor, Inc. (Patricia Hodapp)
- e) Request for Approval of Amendment No. 1 to Legal Services Agreement – Legal Services for City’s Application to Re-Permit the City’s Northwest Well and Return Flow/Discharge Credit for Water Division; Stein & Brockmann, P.A. (Marcos Martinez and Nick Schiavo)
- f) Request for Approval of Professional Services Agreement – Engineering Services at North Railyard Development Including Extension of Alcadesa Street, Railyard Plaza and Camino de la Familia; Santa Fe Railyard Community Corporation. (Robert Siqueiros)
  - 1) Request for Approval of Budget Increase – Santa Fe Railyard Project Fund.
- g) Request to Publish Notice of Public Hearing on September 25, 2013:
  - a) Bill No. 2013-33: An Ordinance Relating to the Sale and Consumption of Alcohol on City Property; Amending Section 23-6.2 SFCC 1987 to Authorize the Sale and Consumption of Beer Only in the Areas Designated for Concessions and Seating at Fort Marcy Ballpark in Accordance with State and Local Laws and Regulations. (Councilor Trujillo, Mayor Coss and Councilor Wurzburger) (Alfred Walker)
  - b) Request for Approval of Housing and Urban Development (HUD) 2012/2013 Consolidated Annual Performance Evaluation Review (CAPER) for Community Development Block Grant (CDBG). (Kym Dicome)
-  h) Request for Approval of Lease Agreement – Parking of Service Vehicles and Storage of Material on City Alley Located Along the Southerly Boundary of 1549 Sixth Street by the Property Owners and Their Tenants; Wayne S. Colmer and Robert L. Colmer 1998 Revocable Inter Vivos Trust and Colmer Development Company. (Edward Vigil)
- i) Request for Approval of Grant Award – Veterans Transportation Community Living Initiative Discretionary Grant Section 5309; U.S. Department of Transportation, Federal Transit Administration. (David Chapman)
  - 1) Request for Approval of Budget Increase – Grant Fund.

**SUMMARY INDEX  
SANTA FE CITY COUNCIL MEETING  
August 27, 2013**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE #</u>
<b><u>AFTERNOON SESSION</u></b>		
CALL TO ORDER AND ROLL CALL	Quorum	1
APPROVAL OF AGENDA	Approved	1-3
 APPROVAL OF CONSENT CALENDAR	Approved [amended]	3
CONSENT CALENDAR LISTING		3-5
APPROVAL OF MINUTES: REGULAR CITY COUNCIL MEETING -- AUGUST 14, 2013	Approved	5
<b><u>PRESENTATIONS</u></b>		
PROCLAMATION – CELEBRATING 150 <sup>TH</sup> ANNIVERSARY OF EMANCIPATION PROCLAMATION		5-6
PROCLAMATION – GLOBAL WARMING EXPRESS DAY – AUGUST 27, 2013		6
<b><u>CONSENT CALENDAR DISCUSSION</u></b>		
CONSIDERATION OF RESOLUTION NO. 2013-81: A RESOLUTION AMENDING THE AMOUNT OF DESIGNATED IMPACT FEE CAPITAL IMPROVEMENTS PLAN (IFCIP) FUNDING FOR THE DESIGN AND CONSTRUCTION OF THE HERRERA DRIVE EXTENSION ROADWAY IMPROVEMENTS AND PASEO DEL SOL EXTENSION ROADWAY IMPROVEMENTS; AUTHORIZING THE EXPENDITURE OF SUCH FUNDING FOR THE ROADWAY IMPROVEMENTS; AND AUTHORIZING THE CITY OF SANTA FE TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE SANTA FE PUBLIC SCHOOL DISTRICT (SFPS) SO THAT SFPS WILL BE THE DESIGNATED FISCAL AGENT FOR THE ROAD IMPROVEMENT PROJECTS	Approved	6-8
*****		
<b>END OF CONSENT CALENDAR DISCUSSION</b>		
*****		

- d) **REQUEST FOR APPROVAL OF PROCUREMENT UNDER STATE PRICE AGREEMENT – LIBRARY BOOKS, MATERIALS AND SERVICES FOR LIBRARY DIVISION; BAKER & TAYLOR, INC. (PATRICIA HODAPP)**
- e) **REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO LEGAL SERVICES AGREEMENT – LEGAL SERVICES FOR CITY’S APPLICATION TO RE-PERMIT THE CITY’S NORTHWEST WELL AND RETURN FLOW/DISCHARGE CREDIT FOR WATER DIVISION; STEIN & BROCKMANN, P.A. (MARCOS MARTINEZ AND NICK SCHIAVO)**
- f) **REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT – ENGINEERING SERVICES AT NORTH RAILYARD DEVELOPMENT INCLUDING EXTENSION OF ALCADESA STREET, RAILYARD PLAZA AND CAMINO DE LA FAMILIA; SANTA FE RAILYARD COMMUNITY CORPORATION. (RICHARD SIQUEIROS)**
  - 1) **REQUEST FOR APPROVAL OF BUDGET INCREASE – SANTA FE RAILYARD PROJECT FUND.**
- g) **REQUEST TO PUBLISH NOTICE OF PUBLIC HEARING ON SEPTEMBER 25, 20-13:**
  - 1) **BILL NO. 2013-33: AN ORDINANCE RELATING TO THE SALE AND CONSUMPTION OF ALCOHOL ON CITY PROPERTY; AMENDING SECTION 23-6.2 SFCC 1987, TO AUTHORIZE THE SALE AND CONSUMPTION OF BEER ONLY IN THE AREAS DESIGNATED FOR CONCESSIONS AND SEATING AT FORT MARCY BALLPARK IN ACCORDANCE WITH STATE AND LOCAL LAWS AND REGULATIONS (COUNCILOR TRUJILLO, MAYOR COSS AND COUNCILOR WURZBURGER). (ALFRED WALKER)**
  - 2) **REQUEST FOR APPROVAL OF HOUSING AND URBAN DEVELOPMENT (HUD) 2012/2013 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REVIEW (CAPER) FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG). (KYM DICOME)**
-  h) **REQUEST FOR APPROVAL OF LEASE AGREEMENT – PARKING OF SERVICE VEHICLES AND STORAGE OF MATERIAL ON CITY ALLEY LOCATED ALONG THE SOUTHERLY BOUNDARY OF 1549 SIXTH STREET BY THE PROPERTY OWNERS AND THEIR TENANTS; WAY S. COLMER AND ROBERT L. COLMER 1998 REVOCABLE INTER VIVOS TRUST AND COLMER DEVELOPMENT COMPANY. (EDWARD VIGIL)**
- i) **REQUEST FOR APPROVAL OF GRANT AWARD – VETERANS TRANSPORTATION COMMUNITY LIVING INITIATIVE DISCRETIONARY GRANT SECTION 5309; U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION. (DAVID CHAPMAN)**
  - 1) **REQUEST FOR APPROVAL OF BUDGET INCREASE – GRANT FUND.**