



## The Purchasing Memo

**Date:** November 26, 2025

**To:** Mayor Alan M. Webber, Governing Body and Finance Committee

**From:** Carly Venditti, Metropolitan Redevelopment Agency, Asset Development Manager *CAV*

**Via:** Mark Scott, Metropolitan Redevelopment Agency, Interim Director 

**Subject:** Request for Approval of an Exclusive Negotiation Agreement for Midtown Parcel H-1a

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### ITEM AND ISSUE:

The Metropolitan Redevelopment Agency, Asset Development, respectfully requests your review and approval of an Exclusive Negotiation Agreement to negotiate the sale of Midtown Tracts H-1a to Integral Design and Development LLC. (“Offeror”) for development as a mixed-use development. Offeror will deposit \$10,000.00 (Ten Thousand Dollars) within 5 (five) business days of the Effective Date of this Agreement, (Carly Venditti, Asset Development Manager, cavenditti@santafen.gov).

### BACKGROUND AND SUMMARY:

On March 21, 2025, the Governing Body unanimously approved the sale of real property located at 1600 Saint Michael’s Drive, part of the Midtown Redevelopment Site, through direct disposition, in accordance with Resolution 2021-16. This resolution, which is attached for reference, outlines the City’s strategy for the disposition of property valued over \$25,000.

Approval of this public announcement enables the Metropolitan Redevelopment Agency (MRA) to move forward with the implementation of both the Midtown Master Plan and the Midtown Community Development Plan, collectively referred to as the Midtown Redevelopment Plans.

The MRA initiated a 77-day solicitation period beginning April 4, 2025, and concluding June 20, 2025, during which it received six development proposals. These proposals were evaluated based on criteria established in the Midtown Master Plan and Community Development Plan, as adopted by Resolution 2022-12. The Metropolitan Redevelopment Agency requests the ability to enter into an Exclusive Negotiation Agreement with Integral Design and Development LLC.

If approved, this Exclusive Negotiation Agreement will authorize Integral Design and Development LLC. to work in partnership with the MRA to develop a Disposition and Development Agreement (DDA) for the final transfer of the property. The Integral Design and Development LLC will also be required to comply with the City of Santa Fe Land Use Code, as well as all applicable local, state, and federal regulations.

Future land use, development standards, and other terms will be formalized through Disposition Agreements. The City retains the authority to apply Deed Restrictions, Covenants, Conditions, and Restrictions (CCRs) to ensure alignment with policy objectives when disposing of property via sale, exchange, or donation. In cases of ground lease disposition, the City may use lease terms to similarly guide land use and policy compliance, while supporting the developer’s ability to secure financing.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Munis Org Name/Number:** Economic Development/2120128

**Munis Object Name/Number:** Legal Contract/510200

**Budget Officer / Designee:** Andy Hopkins **Date:** 11/26/2025

**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:** \_\_\_\_\_

**Treasury/Point of Sale Components included?**  Yes |  No

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

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

**Vehicles included?**  Yes |  No

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

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

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

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

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

**Is this an externally funded purchase?**  Yes |  No

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

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

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

Is this a Capital Asset or Project?  Yes |  No

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

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

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

**ATTACHMENTS:**

Exclusive Negotiation Agreement

Resolution

Real Property Determination

CITY OF SANTA FE  
METROPOLITAN REDEVELOPMENT AGENCY  
**EXCLUSIVE NEGOTIATION AGREEMENT**  
CITY-OWNED PROPERTY AT THE MIDTOWN SITE

This Exclusive Negotiation Agreement (the "ENA" or "Agreement") is entered this \_\_\_ day of ----- ◆2025 (by and between the following: the CITY OF SANTA FE, a municipality chartered under the laws of New Mexico ("City" or "Owner") and INTEGRAL DESIGN AND DEVELOPMENT, LLC or it assigns ("Offeror"), collectively the "Parties," effective as of the last date that of either of the Parties executes this Agreement as set forth next to their signatures below ("Effective Date").

The Offeror shall be personally involved in the performance of the ENA and serve as the developer and operator of the **Proposed Project** as generally described in the Property Sale or Lease Offer submitted by the Offeror to the City dated April 7, 2025 (the "Offer") and generally in the conceptual plans and elevations attached hereto as **Exhibit A**.

1. **Purpose.** The Purpose of this Agreement is to provide a due diligence period to undertake feasibility studies and for the refinement and preparation of the Conceptual Development Proposal provided in the Offer. During this time period the City will negotiate only with the Offeror regarding sale, disposition and development of the Project Parcel, as defined below. The Conceptual Development Proposal and other terms (the "Development Plans") are to be refined and developed by the Offeror and negotiated by and between the Offeror and City during the term of this ENA. The negotiation of the terms and conditions between the Parties shall serve as the basis for entering a Disposition and Development Agreement (the "DDA") for the Project Parcel. Through the term of this Agreement, the City intends to undertake a process in which the Parties engage in a due diligence and negotiation period to ensure the viability of the Proposed Project, and that the Proposed Project is in the best interest of the City.
2. **City Property.** The City owns certain property comprising 64-acress of land and buildings known as the Midtown Site (the "Midtown Site") with a current address at 1600 St. Michaels Drive, Santa Fe, NM 87505, within Section 34, T.17N., R.9E., N.M.P.M., in Santa Fe County, New Mexico, U.S.A (the "Property"). See **Exhibit B: City Property Map**.
3. **Project Parcel.** The Project Parcel, identified as Tract H-1a on the plat of survey entitled "Lot Split Plat to create TRACTS H-1a and H-1b..." recorded in book 921, page 16, records of Santa Fe County, is located within the Midtown Site (the "Project Parcel"). The size of the Project Parcel is approximately 1.5514 acres or 67,581.71 square feet. See **Exhibit C: Project Parcel Map**.
4. **Offer Price and Consideration.** The Offeror proposed \$200,000 (Two Hundred Thousand Dollars) for the Project Parcel for consideration by the City, pursuant to the Property Sale or Lease Offer submitted by the Offeror to the City dated April 7, 2025 (the "Offer Price").

5. **ENA Due Diligence Deposit.** The Offeror shall make a deposit of funds equal to five percent (5%) of Offer Price (the "ENA Due Diligence Deposit") (\$10,000) which shall be deposited within five (5) business days of the Effective Date of this Agreement.

The ENA Due Diligence Deposit shall be fully refundable to Offeror until the expiration of the ENA Due Diligence Period and shall be released to Offeror within fourteen {14} day after the sooner of (a) the expiration of the ENA Due Diligence Period if the parties have not executed a DDA prior to the expiration of the ENA Due Diligence Period or (b) Offeror's termination of this Agreement prior to the expiration of the ENA Due Diligence Period. In the event that the parties execute a DDA prior to the expiration of the ENA Due Diligence Period, and subject to any provisions in the DDA governing the return of the ENA Due Diligence Deposit to Offeror, the ENA Due Diligence Deposit shall be applied to the final Offer Price agreed to by the Parties as set forth in the DDA.

6. **ENA Due Diligence Period.** The term of this Agreement (the "ENA Due Diligence Period") shall commence upon the Effective Date of this Agreement and terminate eighteen {18} months thereafter unless extended pursuant to the terms of this Agreement.

Offeror in its discretion may extend the ENA Due Diligence Period for two (2) periods of one-and-eighty (180) days each by depositing with City's selected title company, for each such extension, an additional sum of five percent (5%) (\$10,000) of the Offer Price. Such additional deposited funds shall become a part of the ENA Due Diligence Deposit and subject to refund to Offeror in accordance with this Agreement.

7. **Negotiations.** During the ENA Due Diligence Period, the Parties shall negotiate a Disposition and Development Agreement ("DDA") for consideration by the City's Governing Body. Throughout the term of this Agreement, Owner shall appoint employees of Owner having the authority to negotiate the DDA and to take those actions of Owner contemplated by this Agreement during the ENA Due Diligence Period, including, but not limited to, the prompt review of those materials to be developed by Offeror under this Agreement.

8. **Development Plans/DOA Exhibits.** At a minimum, the DDA exhibits developed by the Offeror during the ENA Due Diligence Period, shall include the following elements of the Development Plans:

- A. Updated Price Offer and Terms
- B. Development Program
- C. Development Schedule and Phasing Plan
- D. Development Capital and Operating Budgets
- E. Schematic Site Plan(s)
- F. Conceptual Architectural Elevation(s)
- G. List of Community Development Plan Requirements and Value-Add Priorities with Cost Estimates

9. **DDA Predevelopment Plans.** The DDA will require a non-refundable Predevelopment Deposit in an amount to be negotiated and stated in the DDA.

10. **Inspections.** Offerer and its agents, consultants, employees, and contractors may inspect the Project Parcel during the ENA Due Diligence Period. Subject to the provisions of this Section 10, Owner hereby grants Offerer and its agents, consultants, employees, and contractors permission to go upon the Project Parcel at Offerer's expense to make such inspections, surveys, tests, and other engineering studies and site analyses as Offerer may require. Offerer may enter upon the Project Parcel without advance notice to Owner unless Offerer intends to perform invasive testing, such as soils testing, in which event, Offerer shall provide written notice to Owner within at least five (5) days prior to the occurrence of such testing, which notice shall provide a description of the testing to be performed, the name of the party that will perform such testing and evidence that party performing the testing satisfies the requirements for insurance stated in **Exhibit D**. Owner's consent to such testing shall not be unreasonably withheld and shall be deemed to be granted if no objection is received from Owner with said five-day notice period.

The Offerer will restore the Property to the same condition in which it existed immediately prior to the conducting of any inspection or testing, promptly upon completion of each such inspection. The Offerer will not permit any liens or encumbrances to arise against the Property in connection with or as a result of such inspections of or testing upon the Project Parcel.

The Offerer shall provide Owner with copies of any reports, testing results or studies involving the physical condition of the Project Parcel and prepared by third parties at Offerer's request.

11. **Insurance.** Offerer shall secure and submit evidence of insurance coverage in a form and amount meeting the requirements stated in **Exhibit D**.

12. **Other Conditions and Terms.**

- A. Offerer represents that Offerer has full legal authority to enter this ENA. The person executing this contract on behalf of Offerer has the full right and authority to do so, and Offerer will deliver to Owner prior to the execution of this ENA evidence as Owner may reasonably require that Offerer has taken all appropriate corporate action to authorize the Offer.
- B. The Owner represents and warrants to Offerer that no hazardous substances have been or are stored, disposed of or buried on the Project Parcel. The terms "hazardous substances" as used herein mean substances, materials, wastes, pollutants, oils or governmentally regulated substances or contaminants as defined or designated as hazardous, toxic, radioactive, dangerous, or any other similar term in or under any of the state or federal environmental laws, including but not limited to asbestos and asbestos containing materials, petroleum products including crude oil or any fraction thereof, gasoline, diesel fuel, lubricating oils and solvents, PCBs, radioactive materials or waste, or any other substance that, because of its quantity, concentration, physical, chemical, or infectious characteristics may cause or threaten a present or potential hazard to human health or the environment when improperly generated, used, stored handled, treated, discharged, distributed, disposed, or released.
- C. Offerer shall indemnify, hold harmless, or insure the City, including its officers, employees, and agents, against claims, liability, damages, losses and costs arising from any personal injury or damage to personal property, including attorney fees, to the extent that any such claim, liability,

damages, losses, or costs arise out of, or are proximately caused by any negligent act or omission of the Offerer, its officers, employees, agents, representatives, consultants or contractors in furtherance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the City for any loss, damages, injury, or death arising out of, or proximately caused, in whole or part, by the City, its officials, employees, attorneys, agents, representatives, consultants or contractors. Nothing herein shall obligate or be construed to obligate the City to provide any indemnity, insurance, or other protection for or on behalf of Offerer or any third party.

- D. To the best of Owner's knowledge, there is no condemnation or similar proceeding or legal action of any kind or character whatsoever, affecting the Project Parcel pending, threatened, or contemplated by any governmental authority which will in any manner affect the rights of Offerer upon or after the execution of the DDA.
- E. Within twenty-one (21) days of the Effective Date of this Agreement, Owner will provide the Offerer with copies of relevant documents in its possession relating to Project Parcel, including any covenants, conditions, and restrictions, reciprocal easements and parking agreements, copies of tax statements, existing leases, property or building assessments, environmental studies, soils testing reports and documents describing all prior uses of the Project Parcel, if any. Owner shall have no obligation to provide any information to the Offerer that is subject to the attorney-client privilege. With respect to any materials that Owner believes to be of a sensitive or confidential nature, Owner will advise Offerer that Owner is in possession of such documents, and the Parties will enter into an appropriate non-disclosure agreement that shall govern the production of such materials.
- F. Offerer shall collaborate and coordinate with the Owner to ensure that Offerer's proposed horizontal development activities are aligned with Owner's planning, design, and construction of the infrastructure and public right of ways, including streets, sidewalks, open spaces, easements, and other related activities. Furthermore, Offerer shall coordinate with Owner regarding the implementation of the Midtown Master Plan into the Offerer's Project Plans with the objective of ensuring consistency with development and design guidelines, intents, and requirements described in the Midtown Master Plan.
- G. During the ENA Due Diligence Period, Owner and Offerer shall negotiate terms for any public infrastructure improvements that directly impact the Offerer's Development Plans. Agreed upon terms shall be included in the DDA.
- H. In the context of this Agreement, the City Manager may act on behalf of the Owner for extensions, notice, access.
- I. Offerer may assign this Agreement. In the event of any such assignment, Offerer shall provide Owner with written notice of such assignment, and Offerer shall be released of its obligations under this Agreement, which shall be deemed to be assumed by Offerer's assignee.

13. **Survey.** Owner at Owner's expense shall provide any surveys in Owner's possession that include the Project Parcel within fourteen (14) days after the Effective Date of this Agreement.

Offerer at Offerer's expense shall have the right to order a survey to expedite due diligence. Offerer shall be responsible for surveys to create additional parcels within the Project Parcel.

14. **Expenses.** Offeror shall pay its due diligence, inspections, legal review, appraisal, loan fees, environmental inspections, architecture and engineering fees, survey acceptable to financial institution requirements, and other expenses associated with this ENA.

15. **Exclusivity.** Upon execution of this ENA, both Offerer and Owner agree to negotiate in good faith, and Owner shall not solicit, accept or entertain any other offers for the Property for the term of this ENA and shall not enter into any negotiations with any party, other than Offeror, regarding the possible sale, leasing or development of the Project Parcel.

16. **Termination.**

A. **Failure to Pay Deposits.** If Offerer fails to timely pay the Deposits this Agreement shall automatically terminate without further action by either Party.

B. **Discretionary Termination by Offerer.** Offerer may terminate this Agreement at any time in its sole discretion by delivering written notice of such termination to Owner (to the attention of the Santa Fe City Manager with a copy to the Director of the City of Santa Fe Metropolitan Redevelopment Agency). Upon the delivery of such notice, the entire ENA Due Diligence Deposit shall be immediately refunded and released to Offerer, and the Parties shall be released of all further obligations under this Agreement.

C. **Expiration of Term.** Unless terminated by Offeror as provided above, this Agreement shall terminate upon the sooner of (a) the expiration of the ENA Due Diligence Period in the event the Parties do not execute a DDA within the ENA Due Diligence Period or (b) the execution of a DDA by Owner and the Offeror.

D. **Termination for Default.** Prior to expiration of the ENA Due Diligence Period, the Owner, in addition to the exercise of any other rights or remedies it may have, may terminate this Agreement upon the occurrence of a material default by the Offerer, and Offerer's failure to cure such default within thirty {30} days after written notice to Offerer thereof from the City, which notice shall include a description of the reason why Owner believes Offerer to be in material default. Default shall be evidenced by Offerer's failure to timely or satisfactorily perform the due diligence activities as described above to refine and develop final development plans and offer terms.

E. The Parties recognize communicating regarding obstacles to performance is paramount. Should unpredicted, unforeseen, acts of nature, disaster, or emergency, beyond the reasonable control of either of the Parties, cause either party to be unable to perform, the relevant Party shall alert the other as soon as possible, including the consideration of amendments to this Agreement to allow performance.

17. **Limitation on Effect of Agreement.** This Agreement does not obligate Owner or Offeror to enter a DDA for the disposition or development of the Property. Offeror understands and agrees that any proposed DDA resulting from the negotiations between Offeror and Owner pursuant to this ENA shall become effective only if and after such DDA has been approved by the City's Governing Body, acting in its sole and absolute discretion, and executed and delivered by both Owner and Offeror. Owner understands and agrees that Offeror's willingness to enter into and execute a DDA is also subject to Offeror's sole and absolute discretion. Offeror understands and agrees that this ENA does not indicate and does not imply that Owner, acting as a regulatory or permitting authority, has hereby granted, or is obligated to grant, any approval or permit that is required by law for the disposition of the Project Parcel or the development of the Project Parcel as contemplated by this ENA.

***Acknowledged and Agreed to:***

**OFFEROR:**

**Integral Design and Development, LLC**

By:  \_\_\_\_\_

Glenn Erikson  
Managing Member

Date: Nov 20, 2025

***Acknowledged and Agreed to:***

**OWNER:**

**City of Santa Fe, New Mexico,  
a Municipal Corporation of the State of New Mexico**

By: \_\_\_\_\_  
Alan Webber, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Andréa Salazar, City Clerk

CITY ATTORNEY'S OFFICE:

**Marcos Martínez**

[Marcos Martínez \(Nov 20, 2025 16:52:43 MST\)](#)

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Senior Assistant City Attorney

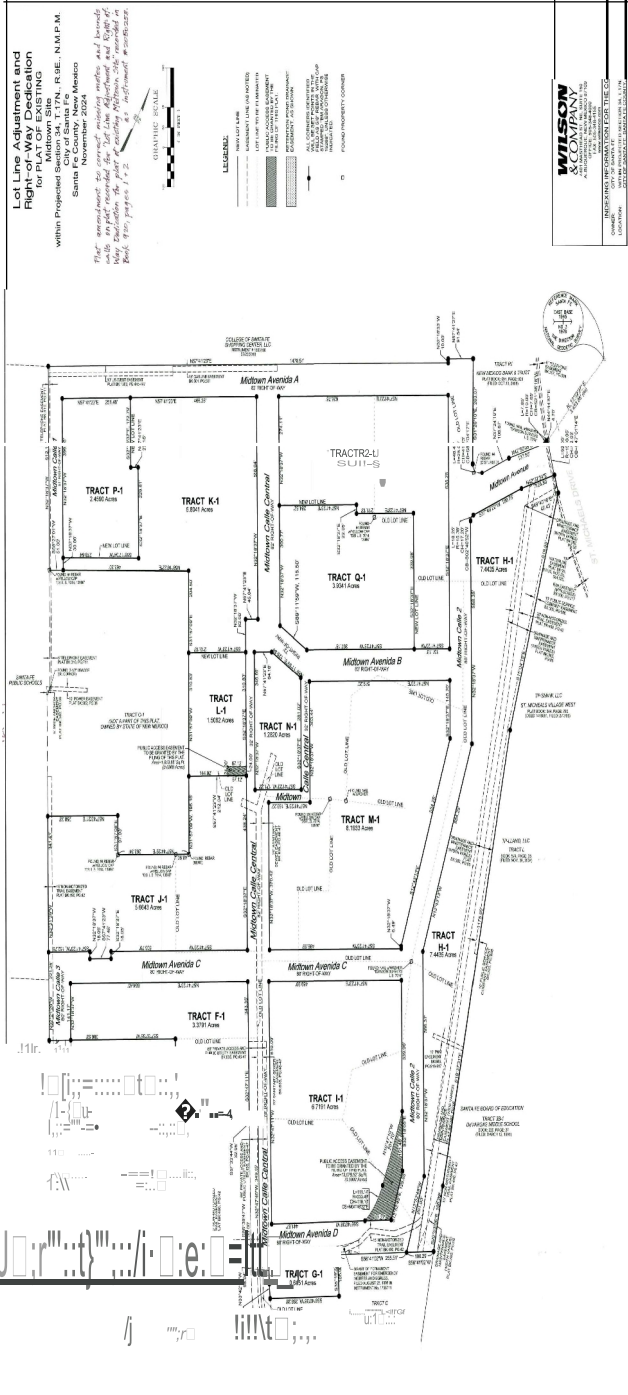
APPROVED FOR FINANCES:

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Emily Oster, Finance Director



# Exhibit B, City Property Map





## Exhibit D, Insurance Requirements

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.



To: Finance Committee, Governing Body

From: Daniel Hernandez, Director, Metropolitan Redevelopment Agency *DH*  
DH

CC: Mark Scott, City Manager *MS*  
MS

Date: March 21, 2025

Re: Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16

Pursuant to Resolution 2021-16 (attached), the Metropolitan Redevelopment Agency (MRA) seeks approval from the City of Santa Fe Governing Body to publicly announce that certain parcels of city-owned real property at the Midtown Site are available for sale or lease.

Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; and Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., as described in Survey: Lot Splitto Create Tracts, Midtown Site, Santa Fe County, **NM**. November 2024. This public offer will be open until June 20, 2025, which may be extended at the City's sole discretion.

These tracts were identified as redevelopment parcels in the Midtown Master Plan, and do not include tracts with existing buildings identified for rehabilitation and reuse or public open spaces identified in the Midtown Master Plan, specifically, the Visual Arts Center (Tract K-1a; Tract P-1b), Santa Fe Art Institute (Tract P-1a), the Greer Garson Performing Arts Theater (Tract R2-1a), the Fogelson Library Complex (Tract Q-1b), the Arroyo Park area (Tract H-1b), the Midtown Plaza area (Tract N-1; Tract L-1b), the six tracts in development pursuant to an approved and executed Disposition and Development Agreement between the City and the developer, Aspect Studios, for the redevelopment and expansion of film and multi-media production studios in a mixed-use film zone (Tract F-1b; Tract G-1; Tract J-1a; Tract J-1b; Tract L-1a; Tracts F-1a), or the state-owned parcel (Tract 0).

Affordable housing parcels will be identified within the following tracts, which will require future subdivisions: Tract **M-1a**; Tract M-1b; Tract Q-1a; Tract R2-1b.



- The MRA will take the following steps to distribute the public announcement: Publish the announcement one or more times in a newspaper that maintains an office in Santa Fe and is of general circulation within the city.
- Issue press releases to local and regional newspapers, as well as real estate development industry publications.
- Post public announcement directly to developers and through professional associations that include developers as members.
- Conduct presentations and site tours for developers and related professionals and associations, such as architects, investors, and real estate professionals.
- Collaborate with the Office of Economic Development and Office of Affordable Housing to circulate public announcement to, and meet with, interested developers, including affordable housing developers.
- Collaborate with Urban Land Institute to circulate and post announcements to regional and national chapters and members
- Update the city's MRA website to provide developer access to documents and materials regarding redevelopment plans, parcel information, and contact information for interested developers to discuss and present development proposals.

Approval of the public announcement will allow the MRA to proceed with the implementation of the Midtown Master Plan and the Midtown Community Development Plan, together the Midtown Redevelopment Plans. The Midtown Community Development Plan provides guidance for the disposition of city-owned real property. (*Disposition of City Property and Development of Land at Midtown, page 26, January 25, 2023*)

## **1. How land will be disposed of and developed at Midtown.**

Disposition at Midtown may be through a sale, lease, exchange, or donation using competitive Solicitations (Solicitations, also called Request for Proposals or RFPs) or Direct Negotiation (Direct Negotiations) processes, whichever benefits the City and the development of the project. These disposition processes shall be initiated by the City through the MRA or Economic Development Division. Solicitations and Direct Negotiations will include the project description, the public vision and goals for the project, strategies listed in this Community Development Plan (as may be applicable to the proposed project), a scope of work to which the respondent must acknowledge and describe their approach for



undertaking the scope of work; as well as an economic and financial analysis for developing and operating the completed project.

Selected offerors must demonstrate excellence in the following areas:

- Experience on similar projects
- Capacity to undertake the scope of work
- Qualifications of project team members
- Economic analysis and financial approach and ability to secure financing

**2. How the City will ensure the objectives of the plans when it sells or leases land.**

The City will evaluate the disposition proposal to determine which disposition transaction is advantageous to the City and the development of the project. Land use, development performance, and other terms will be included in, and pursuant to, Disposition Agreements (Disposition Agreements).

The City may use Deed Restrictions, Covenants, Conditions and Restrictions (CCRs), and/or Development Agreements, accompanied with Plan Restrictions, to restrict and require certain land uses and accomplish other policy objectives if disposing of the parcel through a sale, exchange, or donation.

If disposing of a land parcel through a ground lease, the City will use lease terms to restrict and require certain land uses and achieve policy objectives through the ground leases while ensuring the developer can secure the necessary financing for the proposed development.

Attachments:

1. Resolution 2021-16
2. Public Announcement

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2021-16**

3 **INTRODUCED BY:**

4  
5 Councilor JoAnne Vigil Coppler

6 Councilor Michael J. Garcia

Councilor Renee Villarreal

7 Councilor Carol Romero-Wirth

Councilor Signe I. Lindell

8  
9  
10 **A RESOLUTION**

11 **REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE**  
12 **AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL**  
13 **PROPERTY FOR SALE.**

14  
15 **WHEREAS,** Governing Body approval and a bill presented at a public hearing are  
16 required for an offeror to purchase City property having an appraised value in excess of twenty-  
17 five thousand dollars (\$25,000); and

18 **WHEREAS,** approval from the Governing Body is not currently required before the City  
19 announces the opportunity for potential offerors to submit offers to buy City property for the  
20 Governing Body's consideration; and

21 **WHEREAS,** the Governing Body and staff work together to evaluate assets and staff seeks  
22 policy guidance from the Governing Body; and

23 **WHEREAS,** staff have expertise in real property transactions and in evaluating  
24 development strategies to maximize City interests; and

25 **WHEREAS,** the Governing Body has developed policy priorities for the use of certain

1 City-owned land, buildings, and other real property; and

2 **WHEREAS**, Santa Fe City Code sole guidance on real property sales is contained in  
3 Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided  
4 by law; and

5 **WHEREAS**, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling  
6 municipal utility facilities and other real property subject to a required referendum period; and

7 **WHEREAS**, City-owned land, buildings, and other real property are public property; and

8 **WHEREAS**, the Governing Body understands the importance of holding executive  
9 sessions for sales of City-owned land, buildings, or other real property.

10 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
11 **CITY OF SANTA FE** that the Governing Body shall hold an executive session to discuss a  
12 proposed sale when recommended by staff.

13 **BE IT FURTHER RESOLVED** that, if staff does not recommend an executive session,  
14 then staff will provide a public presentation regarding the reasons for the recommended sale of  
15 City-owned land, buildings, or other real property.


16 **BE IT FURTHER RESOLVED** that, regardless of whether or not the Governing Body  
17 holds an executive session, prior to the City announcing the sale of any City-owned land, buildings,  
18 or other real property that has a value that exceeds \$25,000, the Governing Body shall vote to  
19 approve a proposed announcement that includes the address, name, and description of the relevant  
20 property during a public meeting.

21 **BE IT FURTHER RESOLVED** that the Governing Body shall review this Resolution  
22 within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

23 **BE IT FURTHER RESOLVED** that this Resolution shall apply to properties that are not  
24 already announced as "for sale" at the time of the adoption of this Resolution.

25 PASSED, APPROVED, and ADOPTED this 10<sup>th</sup> day of March, 2021.

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ALAN WEBBER, MAYOR

ATTEST:



Kristine Mihelcic (Mar 14, 2021 10:36 MDT)

KRISTINE MIHELIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

## **ANNOUNCEMENT OF PUBLIC SALE OR LEASE**

The City of Santa Fe Metropolitan Redevelopment Agency hereby publicly announces that certain city-owned real estate parcels, all or portions thereof, at the Midtown Site are available for purchase or lease. Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; Tract J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., Midtown Site, Santa Fe County, NM, November 2024.

Address requests for information regarding the purchase or lease of Midtown Site parcels to Jack Kelley, MRA Redevelopment Manager, at [jekelley@santafenm.gov](mailto:jekelley@santafenm.gov). This public offer is open until June 20, 2025, which may be extended at the City's sole discretion

**Signature:** Daniel Hernandez  
Daniel Hernandez (Mar 21, 2025 11:48 MDT)  
**Email:** dahernandez@santafenm.gov

**Signature:** Mark Scott  
Mark Scott (Mar 21, 2025 12:20 MDT)  
**Email:** mscott@santafenm.gov



# City of Santa Fe, New Mexico

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

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

*Alan Webber, Mayor*

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

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

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

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

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

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

## **General Services (continued):**

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

## General Services (continued):

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

## **The following are Professional Services:**

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

## **Professional Services (Continued):**

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

**Professional Services (Continued):**

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

**The following are Construction Services:**

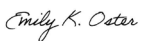
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent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

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025

**Signature:** *Carly Venditti*

**Email:** cavenditti@santafenm.gov

**Signature:** *Mark Scott*

Mark Scott (Nov 29, 2025 13:17:57 MST)

**Email:** mscott@santafenm.gov