



The Purchasing Memo

Date: January 22, 2026

To: Governing Body and Finance Committee

From: Heather Lamboy, AICP, Planning and Land Use Director

Via: Brian Moya, Interim City Manager

Andrea Phillips, Interim Finance Director

Andy Hopkins, Budget Officer

Subject: Contract Amendment for Land Development Code Update

Vendor Name: Clarion Associates

Munis Vendor Number: 9463

ITEM AND ISSUE:

Land Use Department respectfully requests your review and approval of a Amendment #1 to Contract 22-0521 with Clarion Associates for Land Development Code Update. Amendment #1 increases the amount of compensation by \$50,982.06 for a total compensation of \$246,697.06 inclusive of GRT.

CONTRACT NUMBER:

The FY22 Munis contract number is 3203599

BACKGROUND AND SUMMARY:

The Planning and Land Use Department (“Department”) respectfully requests approval of an amendment to increase the total compensation for contract #22-0521 with Clarion Associates (“Clarion”), for completion of Phases 1a and 1b of the Land Development Code update (“LDC update”).

On December 30, 2022, the Governing Body of the City of Santa Fe (“City”) approved a Professional Services Agreement (“Contract”) with Clarion Associates for \$195,715.00 to complete Phases 1a and 1b of the LDC update. This Contract was issued in fulfillment of RFP #22/22/P and is attached hereto as “Exhibit A.” As a reminder, the LDC update is being accomplished through the following phases:

- Phase 1a: Diagnostic Review
- Phase 1b: Code Housekeeping and Technical Corrections
- Phase 2: Promoting Key Standards
- Phase 3: General Plan implementation

The funds were appropriated in Fiscal Years 2023, 2024 and 2025, and expended accordingly. This budget can be found in Org 1004501 / Object Code 510300. All of the work completed by Clarion during this time was included in Section One of the agreed-upon Scope of Work (“SOW”), including delivery of Phases 1a and 1b of the LDC update. However, insufficient funding for the more complex elements in Phases 1a and 1b, as well as an extended City review period that was not anticipated when developing the SOW or budget, resulted in additional expenses that surpassed the amount allowed in the original contract, totaling \$50,982.06. This request does not include a change in SOW for Phase One.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund 100

Munis Org Name/Number: Land Use 1004501

Munis Object Name/Number: Professional Contracts 510300

Budget Officer / Designee: Andy Hopkins **Date:** 01/27/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was **NMSA 1978, Section 13-1-111, RFP**

RFP 22/22/P

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 01/28/2026

CPO Comment/Exceptions: ATF memo approved.

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:

Amendment:

Original contract packet (with previous contract amendments)



CITY OF SANTA FE
AMENDMENT No. 1 TO
Contract # 3203599

Land Development Code Diagnostic Review

This AMENDMENT No. One the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated October 30, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Clarion Associates LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide the work outlined in the contract.

B. Pursuant to the Amendment Article of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

Updated sections below replace the corresponding sections listed in the contract.

1. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by a total of \$50,982.06 so that Article 3 reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed. Upon completion of Phase I (Exhibit B), the total amount payable to the Contractor under this agreement, inclusive of gross receipts tax and expenses, shall not exceed two hundred forty-six thousand, six hundred ninety-seven dollars and six cents (\$246,697.06). This amount is a

maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services being provided.

- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

2. CONTRACT IN FULL FORCE

Except as specifically provided in the Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

MICHAEL GARCIA, MAYOR

Elizabeth Garvin

ELIZABETH GARVIN, DIRECTOR

DATE: _____

DATE: Jan 16, 2026

NMBTIN: _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Frank Ruybalid

FRANK RUYBALID, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

FINANCE DIRECTOR



City of Santa Fe

Date: January 9, 2026

To: Brian Moya, Interim City Manager

From: Heather L. Lamboy AICP, Planning & Land Use Director

RE: Retroactive Contract Amendment for Land Development Code update

ACTION

Request retroactive approval for a Purchase Order for the purchase of consulting services required for the completion and delivery of the Phase 1 of the Land Development Code update (“LDC update”). This purchase will be scheduled for review at the January 21st Quality of Life Committee meeting; the January 26th Finance Committee meeting; and approval at the January 28th Governing Body meeting.

BACKGROUND

In September 2024 the Planning and Land Use Department submitted the administrative draft of the LDC update Phase 1 document to the City Attorney’s Office (“CAO”) for review and edits, then awaited the revisions for the next 12 months. In late 2025 the review and edits were completed and incorporated, and the document went to the requisite committees for review and ultimately to the Governing Body for approval on November 19, 2025. Throughout the protracted review process, the City’s consultant, Clarion Associates, continued to work on in-scope tasks, assisting as needed to maintain progress on the document’s adoption. During this unanticipated 12-month slowdown in work on the document, there was also a change of vendor from Clarion Associates to Goebel Partners, LLC, as two of the key team members for this project, Ms. Jenny Baker and Mr. Matt Goebel (Project manager of the LDC update) ended their employment with left Clarion Associates. Clarion Associates completed their work on Phase 1 and handed the project over to Goebel Partners, who will fulfill all contract obligations leading to and including adoption of the Code, once contract #22-0521 is formally reassigned. The total increase to the total compensation, to be paid via new purchase order (“PO”), is \$50,982.06. This will pay Clarion Associates for the additional work performed during City review, which brings the Phase 1 contract budget to a new total of \$246,697.06 (including NMGRT). If the requested increase in total compensation is not approved and paid to Clarion Associates for work undertaken in fulfilling the obligations of the approved scope-of-work (“SOW”), they may elect not to sign the contract reassignment letter, which is required for the project to be completed by Goebel Partners, which poses a serious risk to the success of the project.

In order to avoid delays to the project, the Planning and Land Use Department is requesting permission to increase the total compensation and issue the PO for Clarion Associates. As such, staff is providing this memorandum as required by Section 20 (“XX”) of the Procurement Manual for retroactive approval.

XX. Retroactive Approval for a Contract or Contract Amendment

The Procurement Code requires that all non-exempt procurement by the City shall be achieved by complete sealed bids or competitive sealed proposals except for small purchased, sole source procurements, emergency procurements, and existing contracts. Failure of retroactive approval for contract and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of the contract and contract amendment apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

- A. The services performed without the City’s prior approval of the contract did not occur as the result of repeated mistakes or the willful misconduct of the Requesting Department.**
- B. The failure to obtain the City’s retroactive approval will prevent the Requesting Department from fulfilling its obligations.**
- C. The Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the Department Director.**
- D. The Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services.**

The Procurement Code, NMSA 1978 13-1-182, as amended, govern situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department’s failure to meet the requirements of this rule.

SUMMARY

- This purchase is being made via a CES Price Agreement. (Paragraph 1)
- This request is being made within 30 days of the Expiration Date of the existing Agreement

(December 31, 2026). (Paragraph 2)

- This purchase being made in this fashion is not occurring as the result of repeated mistakes by the Contractor or the Requesting Department but is due to an unexpected, extensive delay by a different department whose review and approval was mandatory for adoption of the proposed regulations. (Paragraph 3A).
- The failure to obtain this retroactive approval would seriously delay or terminate the project before its completion. (Paragraph 3B).
- Factual explanation of the situation and its relevance to our Procurement Manual's Section 20 is provided in this memo. (Paragraph 3C).
- The Planning and Land Use Director requests permission to increase the total compensation and execute a Purchase Order by which to issue payment for services already rendered in good faith, as the tasks were included in the agreed-upon scope. This will allow the consultant to sign the reassignment letter so that the new vendor may commence work and prevent a delay to this critical project. (Paragraph 3D).

Approval for use of retroactive contract amendment:

BRIAN MOYA

Jan 16, 2026

Brian Moya

Date

Interim City Manager



City of Santa Fe

Date: January 9, 2026

To: Governing Body

Via: Brian Moya, Interim City Manager
Andrea Phillips, Interim Finance Director
Andy Hopkins, Budget Officer

From: Heather L. Lamboy, AICP, Planning & Land Use Director

RE: Contract Amendment for Land Development Code update

ACTION

The Planning and Land Use Department (“Department”) respectfully requests approval of an amendment to increase the total compensation for contract #22-0521 with Clarion Associates (“Clarion”), for completion of Phases 1a and 1b of the Land Development Code update (“LDC update”).

BACKGROUND & SUMMARY

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- Phase 1a: Diagnostic Review
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- Phase 2: Promoting Key Standards
- Phase 3: General Plan implementation

The funds were appropriated in Fiscal Years 2023, 2024 and 2025, and expended accordingly. This budget can be found in Org 1004501 / Object Code 510300. All of the work completed by Clarion during this time was included in Section One of the agreed-upon Scope of Work (“SOW”), including delivery of Phases 1a and 1b of the LDC update. However, insufficient funding for the more complex elements in Phases 1a and 1b, as well as an extended City review period that was not anticipated when developing the SOW or budget, resulted in additional expenses that surpassed the amount allowed in the original contract, totaling \$50,982.06. This request does not include a change in SOW for Phase One.

FUNDING SOURCE

Land Use – General Fund

Fund Name/Number: General Fund/100

Org. Name/Number: Land Use Admin/1004501

Object Name/Number: Professional Contracts/510300

EXHIBIT

A: Contract # 22-0521 (City of Santa Fe and Clarion Associates)



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Clarion Associates LLC

Procurement Title: Professional Service Agreement

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Land Use Staff Name Amanda Encinias

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Amanda Encinias Administrative Manager 10-17-22

Department Rep Printed Name (attesting that all information included) Title Date

JoAnn Lovato Contracts Supervisor Oct 21, 2022

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe, New Mexico

memo

DATE: October 17, 2022

TO: John Blair, Santa Fe City Manager

VIA: Jason M. Kluck, Planning and Land Use Department Director *jmk*
Heather L. Lamboy, AICP, Assistant Land Use Director *HLL*

FROM: Daniel Alvarado, Planner Senior

SUBJECT: Professional Services Agreement for RFP #22/22/P, Land Development Code Diagnostic Review

The City of Santa Fe Planning and Land Use Department respectfully submit for your approval a Professional Services Agreement (Contract) between the City of Santa Fe, New Mexico, (City) and CLARION ASSOCIATES, (Contractor) for RFP #22/22/P, Land Development Code Diagnostic Review. The Contractor will provide the services described in Section 1 of the Contract: Scope of Work, and further described in the Contractor's Technical and Cost Proposals, which are attached to the contract as "Exhibit A."

The Contract identifies three phases that will be undertaken by the Contractor as part of the Land Development Code Diagnostic Review. The phases are broken down accordingly:

- Phase 1A: Diagnostic Review
- Phase 1B: Code Housekeeping and Technical Corrections
- Phase 2: Promoting Key Standards
- Phase 3: General Plan Implementation

Currently, only Phase 1A and 1B are funded, while phases 2 and 3 will be undertaken "as funds become available" as stated in the Contract Scope of Work.

The Contractor's proposed budget for Phase 1A and 1B total \$195,715.00. Budget for this is available in Org 1004501 and Object Code 510300

The Contractor's anticipated budget for Phase 2 is \$300,000 - \$350,000, while their anticipated budget for Phase 3 is \$120,000 - \$150,000. Upon the completion of Phase 1 and the funding of Phases 2 and 3, these budgets will be finalized and the Contract will be amended to reflect the new total budget of the project.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203599

Contractor: Clarion Associates

Description: Land Development Code Diagnostic Review

Contract Agreement Lease / Rent Amendment

Term Start Date: TBD Term End Date: 12-31-26

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History: _____

JoAnn Lovato
JoAnn Lovato (Oct 21, 2022 11:43 MDT)

Purchasing Officer Review:
Comment & Exceptions: Procured via RFP

Oct 21, 2022
Date:

4. Funding Source: Land Use-General Fund Org / Object: 1004501.510300

Andy Hopkins
Andy Hopkins (Oct 21, 2022 10:40 MDT)

Budget Officer Approval:
Comment & Exceptions: _____

Oct 21, 2022
Date:

Staff Contact who completed this form: Amanda Encinias Phone # 955-6122

Email: ajencinias@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and CLARION ASSOCIATES, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as Land Use Consultants, rendering services related to Land Development Code Diagnostic Review for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [December 31, 2026], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services, further described as deliverables in Phase 1 (Tasks 1-5) as described in Exhibit “A” attached hereto, to the City as represented in their proposal to the City in response to RFP #22/22/P

A. Phase 1A of the project, the Diagnostic Review, will include a comprehensive analysis of the current Land Development Code. This phase will include general code analysis by the consultant team as well as a substantial public involvement component. This phase will identify opportunities for both “housekeeping” (i.e., non-substantive) and technical improvements to the code, as well as more substantial improvements.

B. Phase 1B, Code Housekeeping and Technical Corrections, will revise the existing LDC to address the housekeeping/technical issues identified in Phase 1A. These are expected to focus primarily on document organization, format, and writing style. As noted in the RFP, this work will include:

1) Identification of inconsistencies, circular or unclear references, conflicts, and areas needing simplification, clarification, coordination and/or explanation.

2) Identification and classification of missing and/or needed improvements and modifications to conditions, best practices and interpretations needed for streamlining and standardization.

C. Phase 2 Promoting Key Standards will include substantive updates to regulations and procedures in the Land Development Code that implement key community standards and land development policies. Phase 2 will be undertaken as funds become available.

D. Phase 3, General Plan Implementation, will be conducted in conjunction with the General Plan Update to implement goals and objectives identified in the General Plan. Phase 3 will be undertaken as funds become available.

Phases 1A and 1B are intended to result in no (or minimal) substantive changes to existing requirements, standards, or procedures; however, the Diagnostic Review report will identify potential substantive changes that can be addressed in future Phases 2 and 3 of the project.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed. Upon completion of Phase 1 (Exhibit B), the total amount payable to the Contractor under this agreement, inclusive of gross receipts tax and expenses, shall not exceed one hundred ninety-five thousand, seven hundred fifteen dollars (\$195,715.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by

the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on December 31, 2026, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the

City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to

the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement 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.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq.

NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Jason Kluck, 200 Lincoln Ave. SF, NM 87501 jmkluck@santafenm.gov

To the Contractor: Matt Goebel, 1600 Stout St. Suite 1700, Denver, CO 80202
mgoebel@clarionassociates.com

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

29. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Oct 30, 2022 21:55 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Oct 30, 2022

CONTRACTOR:
CLARION ASSOCIATES

Whitman

NAME

Director

TITLE

DATE: 10-18-22

CRS# 02-376261-00-6

Registration # 232801

ATTEST:

Geralyn Cardenas
Geralyn Cardenas (Oct 31, 2022 11:58 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 17, 2022 09:04 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Oct 29, 2022 09:44 MDT)

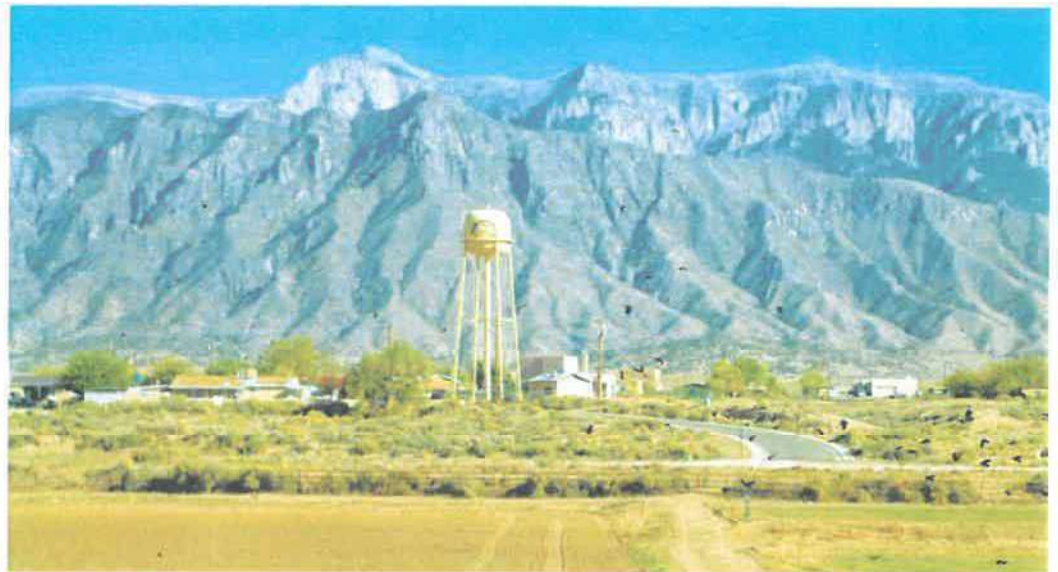
EMILY OSTER, FINANCE DIRECTOR

Land Use 1004501.510300 Att

Org. Name/Org#.

Response prepared by:

CLARION



RFP #22/22/P - Technical Specifications

Land Development Code Diagnostic Review

Santa Fe, New Mexico

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CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Zoning and Land Use Planning Consultant, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Zoning and Land Use Planning Consultant and known key personnel needs to describe the conflict.

The Zoning and Land Use Planning Consultant agrees that, if after award, an organizational conflict of interest is discovered, the Zoning and Land Use Planning Consultant makes an immediate and full written disclosure to the City that includes a description of the action that the Zoning and Land Use Planning Consultant has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Zoning and Land Use Planning Consultant was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Matt Goebel, AICP certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Land Development Code Diagnostic Review Contract. For the duration of this firm's involvement in the Land Development Code Diagnostic Review contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Land Development Code Diagnostic Review contract.

I certify that this firm will keep all Land Development Code Diagnostic Review g contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a

confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Land Development Code Diagnostic Review contract. I understand that if this firm leaves this Land Development Code Diagnostic Review contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Land Development Code Diagnostic Review contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Land Development Code Diagnostic Review contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

Clarion Associates

Authorized Representative/Title:

Matt Goebel, AICP, Director

Phone Number:

303-830-2890 ext. 29

Fax Number:

303-860-1809

E-mail Address:

mgoebel@clarionassociates.com

Signature:



Date:

March 8, 2022

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the Director (insert title) and the duly authorized representative of Clarion Associates, LLC (insert organization's name) whose address is 1600 Stout Street, Suite 1700, Denver, CO 80202. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature 

Printed Name Matt Goebel, AICP

Title Director

Date March 8, 2022

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CLARION

1600 Stout Street, Ste 1700
Denver, CO. 80202
303.830.2890
www.clarionassociates.com

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Photo Credit:

Santa Fe area photos provided by Pixabay and Unsplash Creative Commons contributors. Photographers: Maddy Baker, Nate Bell, Jackalope West, Sidney Pierce, Edouardo Frezet, Miguel Urieta.

March 8, 2022

The City of Santa Fe
Planning and Land Use Department
Jason Kluck, Procurement Manager
E-submission to purchasing@santafenm.gov

Re: Land Development Code Diagnostic Review

Dear Mr. Kluck and members of the Evaluation Committee:

On behalf of Clarion Associates, I am pleased to submit this proposal to assist the City of Santa Fe with preparation of the Land Development Code Diagnostic Review. We very much enjoyed working with the City on prior projects, including the current zoning ordinance, and would be pleased and excited to have the opportunity to work with the City once again on this important update.

Clarion Associates is a nationally recognized land-use consulting firm with extensive experience in preparing land development regulations for jurisdictions of all sizes and types across the country. In addition to working with the City of Santa Fe on both the current version of the land development code (2001) and the revisions to the historic regulations (2004), Clarion has worked on many similar code update projects, including decades-later revisions of our earlier work, throughout the country. We believe that our familiarity with and knowledge of Santa Fe, kept up to date through frequent visits by all of our team members, provides a unique advantage in undertaking the proposed LDC Diagnostic Review. And, while the experiences we have acquired through preparing other Southwestern, New Mexico, and Colorado code updates will bring an important baseline level of knowledge to the project, we are also well aware that Santa Fe's uniqueness as historic/cultural/tourist/melting pot/thriving-and-growing regional city requires us to take what we know and apply it with an artist's touch.

We have, indeed, learned much as a firm and as professionals since the first Land Development Code adoption in 2001. We would be honored to have the opportunity to work with Santa Fe staff, officials, and stakeholders to apply new lessons learned and best practices, and to make substantial improvements to an already-strong ordinance. In particular, we look forward to working collaboratively with City staff and community to make the LDC more responsive to today's issues and users, as well as to helping create clear and enforceable regulations that will promote key planning standards and allow the City to integrate the growth management initiative as the project moves forward.

Our proposed approach for preparing the LDC Diagnostic Review is described in this proposal. We would be happy to discuss any refinements or alternative approaches with the City, as well as to prepare a more detailed scope and budget. Please do not hesitate to contact us if you have questions or comments, or if you need additional information.

We look forward to working with you.

Sincerely,



Matt Goebel, AICP
Director
mgoebel@clarionassociates.com
(303) 830-2890 ext. 29



1. ORGANIZATIONAL EXPERIENCE



FIRM PROFILE

Clarion Associates is a nationally recognized land-use and zoning consulting firm founded in 1992 with offices in Denver, Colorado, and Chapel Hill, North Carolina. The City of Santa Fe Land Development Code rewrite project will be managed by our Denver office. The firm includes professionals with a variety of multidisciplinary backgrounds including planners, architects, landscape architects, and attorneys. No firm in the country matches the combination of land use and zoning, urban design, community development, and planning experience of Clarion's firm principals and staff. Clarion is recognized for its expertise in:

- Streamlined, efficient code assessments and updates;
- Land use and planning law;
- Innovative development codes that draw on best practices from a variety of organizing approaches including hybrid, traditional, form-based, and unified development codes;
- Codes that foster and remove obstacles to environmental stewardship and housing diversity;
- Codes that encourage multi-modal transportation networks;
- Codes that preserve community character;
- Creative policies and development standards that promote mixed-use, infill, and redevelopment;
- Sustainable development codes;
- Comprehensive plan implementation strategies; and
- Community, regional, and neighborhood planning.

CLARION FACTS & FIGURES

30 
YEARS OF
EFFECTIVE LAND
USE SOLUTIONS

21 
STAFF TO MEET THE
NEEDS OF OUR CLIENT
COMMUNITIES

233 
ADOPTED
DEVELOPMENT CODES

600+ 
DIVERSE
COMMUNITIES

KEY PERSONNEL

Clarion takes a “hands on” approach with all of its projects. Our ability to do this is supported by our emphasis on maintaining a relatively small, but highly skilled and efficient staff. We establish strong working relationships with our clients that extend from the first set of meetings through adoption. We have a proven track record of working with staff in other communities and organizations on projects of this nature.

Many of our staff members have experience working on both plans and codes. This “cross-training” enables allows us to not only provide effective

plan and policy direction, but to also build in recommendations regarding future code updates that may be needed to implement the plan. We are often hired to implement those recommendations following the adoption of the plan—either through targeted code amendments as an extension of the plan process or as a standalone code rewrite.

Matt Goebel, AICP, will serve as principal in charge and the overall project manager for the Clarion team.

The full resumes for all key team members for this project are included on the following pages.





Matt Goebel, AICP

DIRECTOR

Matthew Goebel is a planner and attorney in the Denver office of Clarion Associates, and a Director of the firm. He works principally in the areas of planning, zoning, and historic preservation. His numerous projects have included award-winning codes, plans, and special studies for dozens of large and small jurisdictions around the country.

EDUCATION

Juris Doctor and
Master of Regional Planning
University of North Carolina, Chapel Hill

Bachelor of Arts (Plan II Honors)
University of Texas at Austin

PROFESSIONAL ASSOCIATIONS

American Institute of Certified Planners

Denver, Colorado, and American Bar
Associations Member

EXPERIENCE

Partner and Vice President
Clarion Associates, LLC
2001 – present
Associate, 1997-2000

Research Assistant, 1993-1997
Professor David R. Godschalk

PUBLICATIONS

Rules that Shape Urban Form American
Planning Association, PAS 489/490, 2012.
(with Donald Elliott and Chad Meadows)

**Aesthetics, Community Character, and
the Law** American Planning Association,
Planning Advisory Service 489/490, 2000.
(with Christopher J. Duerksen)

**Natural Hazard Mitigation: Recasting
Disaster Policy and Planning**
Washington, D.C.: Island Press, 1999.
(with David R. Godschalk et al.)

KEY PROJECTS

Land Development Regulations

- **Alaska:** Anchorage
- **Arizona:** Buckeye, Oro Valley, Sedona, Tucson
- **California:** Pasadena, Sacramento County, Tahoe Regional Planning Agency
- **Colorado:** Buena Vista, Carbondale, Eagle County, Englewood, Erie, Fort Collins, Frisco, Garfield County, Glenwood Springs, Lake County, Longmont, Mesa County, Northglenn, Pagosa Springs, San Miguel County
- **Florida:** Tamarac
- **Idaho:** Boise
- **Michigan:** Detroit
- **Nevada:** Henderson, Reno, Sparks, Tahoe Regional Planning Agency
- **New Mexico:** Santa Fe, Silver City
- **New York:** Marcy, Syracuse
- **North Carolina:** Apex, Cary, Charlotte, Morrisville
- **Oklahoma:** Broken Arrow
- **Oregon:** Jackson County
- **South Carolina:** Greenville
- **Texas:** Addison, Arlington, Austin, Cedar Hill, Denton, Irving, Rowlett, San Antonio
- **Wisconsin:** Dodge County

Plans and Other Studies

- **Colorado:** Economic Benefits of Historic Preservation (four editions) (award); Economic Benefits of Archaeology (History Colorado); Planning for Hazards (for Department of Local Affairs) (award); Regulatory Barriers to Affordable Housing (award)
- **Michigan:** Economic Benefits of Historic Preservation
- **North Carolina:** Apex, Cary, and Wake County growth management plans
- **Texas:** McAllen preservation plan
- **Utah:** Salt Lake City preservation plan



Elizabeth Garvin, AICP, ESQ

CONSULTING PLANNER

Elizabeth Garvin is a consulting planner with Clarion Associates and she works in the Denver office. Elizabeth is both an attorney and a planner and she has practiced in both disciplines. She has prepared both traditional and FBC/hybrid code update projects for cities, towns, and counties across Colorado and the country; drafted topic-specific code provisions covering issues such as ADUs, sustainability, and signs; served as an expert witness on land use issues; and organized and undertaken numerous code-related public participation processes. Prior to working with Clarion, Elizabeth founded Community ReCode, was the Planning Director for SAFEbuilt Studio, and practiced law with Spencer Fane.

Ms. Garvin is a frequent speaker and author on planning and regulatory topics, including serving as an advisory board member for the Rocky Mountain Land Use Institute as well as RMLUI's legal columnist to the Western Planner. Recently, Elizabeth co-authored the April 2018 APA Zoning Practice article entitled Living with Form-Based Codes and presented on the same topic at the 2018 APA National Conference in New Orleans. She was a co-presenter at the Bettman Symposium on Equity and Zoning at the 2019 APA National Conference.

KEY PROJECTS

- **Town of Eagle, Colorado** Land Use and Development Code Update
- **Bozeman, Montana** Code Audit for Affordable Housing
- **Billings and Yellowstone County, Montana** Zoning Code Updates
- **Cedar Falls, Iowa** Downtown Vision Plan and Zoning Code Update
- **Larimer County, Colorado** Land Use Code update
- **King County, Washington** Department of Permitting and Environmental Review, Best Practices in Code Enforcement
- **Branson, Missouri** Unified Development Code and Sign Code
2019 Missouri APA Outstanding Implementation Project
- **Mancos, Colorado** Land Use Code Update
- **Cedar Rapids, Iowa** Unified Development Code and User's Guide
2019 Iowa APA Outstanding Project



EDUCATION

Juris Doctor
University of Kansas

Master of Urban Planning
University of Kansas

Bachelor of Environmental Studies
University of Kansas

LL.M. in Dispute Resolution
University of Missouri

CERTIFICATIONS

Licensed Attorney in Missouri and Kansas

Charrette Certified
National Charette Institute

PUBLICATIONS

Practice Adaptive Reuse, Zoning Practice,
American Planning Association
Feb 2022

Legal Challenges to Short-Term Rental
Rules: There's a Test for That, The
Western Planner, RMLUI Legal Corner
March 2020

Homeless in Public, American Planning
Association, Planning Magazine
Feb 2020





Don Elliott, Esq., FAICP

DIRECTOR

Don is an urban planner, lawyer, and land use consultant with 36 years of professional experience and a national reputation as project manager, author, innovator, and solver of complex governance challenges.

EDUCATION

Master's in City and Regional Planning
 Harvard Kennedy School of Government
 Juris Doctor
 Harvard Law School
 Bachelor's in Urban Planning and Policy
 Yale University

WRITINGS AND PUBLICATIONS

A Better Way to Zone, Island Press
Rules that Shape Urban Form, APA
Citizen's Guide to Planning, APA
Arrested Development, Lincoln Institute
Land Use Regulatory System Historical and Cultural Preservation, USAID

AFFILIATIONS

American Planning Association
 Past Colorado Chapter President
 Past Planning and Law Division Chair
 Past Amicus Committee member
 Fellow, AICP
 American Bar Association
 Colorado Bar Association
 Denver Bar Association
 Past Member of Denver Planning Board

TEACHING

Land Development Regulation
 University of Colorado at Denver
 College of Architecture and Planning
Sustainable Local Development
 Erasmus Mundus Fellow
 University of Regensburg, Germany
 Corvinus University, Hungary

AWARDS

APA project awards from Colorado, Arizona, New Mexico, and Pennsylvania
Meritorious Service Award
 U.S. State Department

KEY PROJECTS

Don has been involved in over 70 projects to reform, update, and streamline local plans and development codes throughout the U.S.

Development Codes

- Albuquerque, New Mexico, Unified Development Code
- Philadelphia, Pennsylvania, New Zoning Ordinance
- Indianapolis, Indiana, Unified Development Ordinance
- Aurora, Colorado, Unified Development Ordinance
- Bloomington, Indiana, Unified Development Ordinance
- Hamilton, Ohio, Form-Based Zoning Regulations
- Youngstown, Ohio, Redevelopment Code
- Albany, New York, Unified Sustainable Development Ordinance
- Columbia, Missouri, Unified Development Ordinance
- Fairfax County, Virginia, New Zoning Ordinance
- Hillsboro, Oregon, Transit-Oriented Development Regulations
- Dublin, Ohio, Bridge Street Form-based Zoning Districts
- Colorado Springs, Colorado, Unified Development Code
- Ulaanbaatar, Mongolia, Initial Zoning Regulations

Affordable and Fair Housing Studies and Regulations

- Fort Wayne/Allen County, Indiana, Fair Housing Zoning Updates
- State of Nevada, Fair Housing Regulatory Review
- State of Idaho, Fair Housing Regulatory Review
- State of Oregon, Fair Housing Review/Analysis of Impediments
- State of Texas, Fair Housing Regulatory Assessment
- Bozeman, Montana, Affordable Housing Zoning Updates

Other Projects

- Blaine County, Idaho, Phase I TDR Feasibility Study
- Deschutes County, Oregon, Phase I TDR Feasibility Study
- Los Angeles County, California, Wildfire Prevention Zoning Updates
- Long Beach, California, Urban Renewal Effectiveness Assessment





Jenny Baker, AICP

ASSOCIATE

Jenny is an associate in Clarion’s Denver office who believes that zoning can make communities better in many ways, including preserving open space, making housing more affordable, and enabling interesting streetscapes equally shared by many users. These and other community goals are always better accomplished when supported by development regulations that are clear, concise, and comprehensible to everyone. Prior to working in the planning field, Jenny spent 10 years with the American Red Cross and FEMA’s Region V, focusing on resiliency planning, and responding to over 50 disasters around the US.

EDUCATION

Master’s in Urban Planning
University of Illinois at Chicago

Bachelor of Arts
University of Pennsylvania

AFFILIATIONS

Bicycle & Pedestrian Advisory Board
 Vice Chair
Missoula, MT
1 year, 3 months

CERTIFICATIONS

American Institute of Certified Planners

EXPERIENCE

Associate
 Clarion Associates
Denver, CO
1 year, 6 months

Planner III
 Development Services
Missoula, MT
3 years, 6 months

Research Assistant
 Participatory Budgeting Project
Chicago, IL
1 year, 5 months

KEY PROJECTS

Development Codes

- **McKinney, Texas** Development Code Rewrite
- **Clark County, Nevada** Unified Development Code Update
- **Rochester, Minnesota** Land Development Manual Rewrite

Comprehensive Plans

- **Clark County, Nevada** Transform Clark County Master Plan Rewrite
- **Pueblo County, Colorado** Pueblo Regional Comprehensive Plan Update

Other Projects

- **Hawaii County, Hawaii** Land Development Entitlement Review
- **Bozeman, Montana** Affordable Housing Code Revisions
- **Albany, New York** Sign Code Revisions

Reports and Studies

- American Planning Association, Equity in Zoning Policy Guide





Gabby Hart, AICP

ASSOCIATE

Gabby is an Associate in Clarion's Denver office. Prior to joining Clarion, Gabby worked in the public sector on a wide variety of projects including long-range plan updates for the City of Centennial, and development application review, development review process improvements, and drafting development code updates for the City of Boulder. Gabby embraces her self-appointed role as the "voice of development review," ensuring high-quality work products that are both innovative and functional to administer. She is passionate about finding the unique solutions that best serve each community and strives to produce equitable outcomes. Gabby enjoys speaking at local and national conferences where she embraces the opportunity to combine her sense of humor with her planning knowledge.

EDUCATION

Master of Urban and Regional Planning
University of Colorado-Denver

Graduate Certificate in Geographic Information Systems
University of Denver

Bachelor of Science in Sociology
Creighton University

EXPERIENCE

Associate
 Clarion Associates, **2 years**

Planner I & Associate Planner
 City of Boulder, **2.5 years**

Planning Intern
 City of Centennial, **1 year**

CERTIFICATIONS

American Institute of Certified Planners

AFFILIATIONS

American Planning Association Colorado

CERTIFICATIONS

American Institute of Certified Planners

SPEECHES

Codifying Vibrant – APA CO 2019

It's Not the Years, It's the Miles – APA CO 2020

An Ode to Planners – APA National 2021

Other Duties as Assigned - APA CO 2021

Women in Planning: Fresh Takes from the First Five Years - APA CO 2022

KEY PROJECTS

Development Codes

- **Larimer County, CO** Land Use Code Update
- **Addison, TX** Unified Development Code Update
- **Parker, CO** Land Development Ordinance Modernization
- **Boise, ID** Zoning Code Rewrite
- **Grand Junction, CO** Land Use and Development Code Update

Development Code Amendments

- **Arapahoe County, CO** Land Development Code Updates
- **Berkeley, CA** Residential Objective Standards Code Updates
- **Boulder, CO** Accessory Dwelling Unit Code Update*
- **Boulder, CO** Wireless Communication/ Small Cell Facilities Update*

Comprehensive Plans

- **Shawnee, KS** Achieve Shawnee: Comprehensive Plan Update
- **Centennial, CO** CentennialNext Comprehensive Plan Update*
- **Centennial, CO** Parks and Recreation Master Plan Update*

Reports & Studies

- **Sugar Land, TX** Regional and Neighborhood Activity Center Mixed-Use Redevelopment Implementation

* Work with previous employers





Holly White

GRAPHICS AND MARKETING COORDINATOR

Holly is an Associate in Clarion's Denver office. Bringing her expertise in 3D visualization and Graphic Design skillset to the Clarion team, she works to support a wide range of projects. Her passion for designing illustrative logos, clean infographics, and overall project branding help Clarion to deliver clear and beautifully designed graphics. Holly has a diverse background in Urban, Landscape, and Web Design. Above all, she is enthusiastic about helping cities and towns preserve their character while enhancing public spaces encouraging public engagement.

EDUCATION

B.A. Urban Design
University of Colorado, Boulder

Con't. Ed. Advanced Architectural Graphics
Art Institute of Colorado

PUBLICATIONS

Change, Here, Now, North Atlantic Publishers 2018, Illustrator

CERTIFICATIONS

Permaculture Design Certificate

EXPERIENCE

Graphics and Marketing,
 Clarion Associates **2018-present**

Graphic Designer,
 United Airlines **2016-2018**

Creative Services,
 The Aquaponic Source **2012-2016**

PROJECT SKILLS

Project Management
 Document Design
 Web Development
 3D Visualization
 Graphic Design

KEY PROJECTS

Comprehensive Plans

- **Clark County, NV** Transform Clark County Comprehensive Plan
- **Lyons, CO** Lyons Thrive Comprehensive Plan
- **Pueblo County, CO** Pueblo Regional Comprehensive Plan

Development Codes

- **Albany, NY** Unified Sustainable Development Ordinance
- **Colorado Springs, CO** ReTool COS Development Code Graphics
- **Larimer County, CO** Land Development Code
- **Reno, NV** Zoning Code RENOvation
- **Parker, CO** Land Development Ordinance

Document Design

- **Clark County, NV** Transform Clark County Comprehensive Plan
- **History Colorado** Economic Benefits of Archaeology
- **Fort Collins, CO** Air Quality Report – City Plan
- **Syracuse, NY** ReZone Syracuse Administrative Manual

Branding & Websites

- **History Colorado** [The Economic Benefits of Archaeology 2021](#)
- **Clark County, NV** [Transform Clark County](#)
- **Lyons, CO** [Lyons Thrive Comprehensive Plan](#)
- **Pueblo County, CO** [Pueblo Regional Comprehensive Plan](#)
- **Black Mountain, NC** Elevate Black Mountain Comprehensive Plan
- **Bozeman, MT** Affordable Housing Code Audit





ORGANIZATIONAL REFERENCES

Joni Marsh, Assistant City Manager
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Mikaela Renz-Whitmore, Project Manager
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Gretchen Ricehill, Senior Planner
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Nicole Cromwell, Zoning Coordinator
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Eric Ensey, Senior Planner
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eensity@northglenn.org

RESPONSE TO CONTRACT TERMS AND CONDITIONS

We have no objections to the sample contract terms and conditions, and require no additional terms or conditions.

2. MANDATORY SPECIFICATION

SCOPE OF WORK

- PHASE 1: LDC FOUNDATIONS;
- PHASE 2, PROMOTING KEY STANDARDS; AND
- PHASE 3, GENERAL PLAN IMPLEMENTATION

PURPOSE

The Santa Fe Land Development Code (LDC) Update is a comprehensive rewriting of the existing code that will be undertaken in three phases. The first phase will create the foundation for a new code that is accessible and easy to understand, simple to administer, and that provides consistent and transparent regulations. The second phase will

rebuild the code upon the new foundation through substantive changes to the code's procedures, regulations, and zoning districts. The third phase will implement the City of Santa Fe's updated General Plan by integrating the plan's land use and growth goals and policies into the Land Development Code.

PHASE 1: LDC FOUNDATIONS

This scope of work is for the first phase, which will include two main parts:

- First, a Diagnostic Review will be prepared that will include a comprehensive analysis of the current Land Development Code. This exercise will include general code analysis by the consultant team as well as a substantial public involvement component. This work will identify opportunities for both "housekeeping" (i.e., non-substantive) and technical improvements to the code, as well as more substantial improvements.
- Next, the team will prepare Code Housekeeping, Technical Corrections, and Article Organization edits (as part of a new "LDC Foundations Draft"). This will involve revising the existing LDC to address the housekeeping/technical issues identified in the Diagnostic Review. The Housekeeping and Technical Corrections are expected to focus primarily on document organization, format, and writing style. The Article Organization will integrate

the Housekeeping and Technical Corrections into restructured articles based on current best-practices and City needs. As noted in the RFP, this work will include:

1. Identification of inconsistencies, circular or unclear references, conflicts, and areas needing simplification, clarification, coordination and/or explanation.
2. Identification and classification of missing and/or needed improvements and modifications to conditions, best practices and interpretations needed for streamlining and standardization.

Phase 1 is intended to result in no (or minimal) substantive changes to existing requirements, standards, or procedures; however, the Diagnostic Review report will identify potential substantive changes that may be addressed in future Phases 2 and 3 of the Code Update project.

TASK 1: PROJECT ORIENTATION AND LDC PUBLIC PARTICIPATION PLAN

ACTIVITY 1.1: PROJECT ORIENTATION STRATEGY

Clarion will meet with City project managers to identify, discuss, and map the big components needed to start a code rewrite project, including: overall project goals, project calendar, and internal team coordination plans.

Discussions will start to identify elements of an effective public communications strategy, including identifying potential stakeholders and focus groups, available community ambassadors, potentially interested community groups and professional

organizations, and early content ideas for outreach materials. The Clarion team will explore the City's success with and thoughts about various meeting types, including one-on-one interviews, open houses, virtual/asynchronous website meetings, stakeholder and focus group meetings, and inclusion of elected and appointed officials. Based on input from the City, Clarion will also hold follow-up meetings with individuals and stakeholders who can provide organizational insight that will help ensure project outreach inclusivity and equity.

ACTIVITY 1.2: LDC PUBLIC PARTICIPATION PLAN

We will combine the outreach suggestions and information collected in the Project Orientation Strategy activity with guidance from the City’s Office of Community Engagement into a recommended Public Participation Plan for the Phase 1 process. Given the residual uncertainty regarding the level of social distancing that will be required at any given time, our Public Participation Plan will be based on a combination of in-person and virtual engagement. The Public Participation Plan will be updated as needed at the outset of Phases 2 and 3.

Throughout—and prior to—the pandemic, we have found this hybrid approach to both efficient and effective.

Our proposed project timeline includes various opportunities for public outreach before the drafting and after the release of each work product. At the core of each public meeting, survey, or other form of outreach will be a clear explanation of why participants’ input matters and how the input will shape recommendations or inform future

work. Where possible and based on conversation with staff about the best uses of this information, project reports will also identify the ways in which community input influenced strategies and recommendations.

ACTIVITY 1.3: PROJECT MANAGEMENT

As part of the project initiation, Clarion will work with City staff to prepare a detailed drafting schedule that identifies product delivery dates as well as internal review and comment periods.

Throughout the duration of the project, Clarion will participate in regular conference calls to provide relevant project reviews and schedule updates. With a land development code update, there can be both periods of daily communication and also periods where Clarion is in the background drafting materials. During those times, we like to communicate regularly with our clients to make sure they understand exactly where the project stands in relation to the schedule.

TASK 1 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	<ul style="list-style-type: none"> • Project Orientation Memo • Draft Public Participation Plan 	<ul style="list-style-type: none"> • Identify key stakeholders and local organizations • Review and comment on deliverables
MEETINGS	<ul style="list-style-type: none"> • Project Orientation Meetings (virtual) • Initial Project Management Call 	<ul style="list-style-type: none"> • Schedule staff participation in Orientation Meetings
TRIPS	<ul style="list-style-type: none"> • Virtual activities only 	

TASK 2: LDC ISSUES IDENTIFICATION (CODE HOUSEKEEPING)

ACTIVITY 2.1: OUTREACH APPROACH AND SCHEDULING

We will work with staff to create an outreach schedule that includes a series of stakeholder, focus group, and elected/appointed official interviews over a period of approximately three or four days. Anticipated outreach will focus on interviews with key participants in the Santa Fe development process, including developers, builders, citizen groups, and other stakeholders.

Clarion will also develop two surveys (electronic and hard copy) to assist in producing a methodical analysis and record of the strengths and weaknesses of the existing regulations. One survey will be designed for circulation among key City staff for discussion – not just the Planning and Land Use department staff, but also staffers in other departments with land use responsibilities, such

as public works, and parks and recreation, and economic development. The second survey will be less detailed and more public-facing. Both surveys will be developed in a format that is compatible with the project website (e.g., Survey Monkey or Google Forms), and, as determined by the Public Participation Plan, the public survey may also be distributed in printed format in public locations such as libraries, schools, recreation centers, and churches/religious institutions.

ACTIVITY 2.2: MATERIALS AND PRESENTATIONS

For this series of meetings (and all ensuing public meeting opportunities described in this scope of work), Clarion will create informative and graphically rich materials and presentations that are tailored to the specific issues and topics to be discussed and presented, and to the intended audiences. We will



submit materials with sufficient time for staff review and incorporation of any requested changes prior to meeting dates. Additionally, we will work with staff to determine whether meetings will occur virtually or in-person, what information should be presented in English and Spanish, and depending on that decision and the intended meeting audience, what is the best format for presenting meeting information (e.g., pre-distributed handouts, PowerPoint presentations, interactive virtual participation opportunities). The Clarion Team will work with the City to tailor virtual outreach tools to specific outreach events and audiences using tools that we subscribe to and have experience using. Should the City want to explore additional virtual tools, we will explore the purpose and cost of that tool with the City and determine whether it is available within the project budget. For budgeting purposes, the budget for this activity is included in the subsequent respective tasks.

ACTIVITY 2.3: MEETING FACILITATION AND SUMMARY REPORT

Based on the schedule created in Activity 2.1, Clarion will facilitate the community outreach meetings. We anticipate that the majority of meetings will be held in person in Santa Fe and will also make time available for follow-up virtual meetings as needed. In this initial round of meetings, we will explore participant's impressions of the strengths and weaknesses of the current LDC and other tools (plans, policies, procedures) used to regulate land development in Santa Fe, the ability of current tools to implement the adopted plans, places in the LDC that seem to cause repetitive or significant problems, and general expectations for this project.

These interviews will be conducted in small groups or one-on-one to solicit their views on the same topics. These discussions and review will give the Clarion team a more detailed understanding of how the existing regulatory organizations works (and don't work), along with the key issues and practical problems that need to be addressed in the project.



Gathering and analyzing the information collected in these meetings, we will prepare a Community Input Issue Identification Report for staff review and future incorporation into the LDC Diagnostic Review and Analysis. We will group the comments and issues into three categories:

- **Code Housekeeping/Article Organization/ Non-substantive Issues:** including comments about overall article organization, inconsistencies, unclear references, conflicts, areas/topics that need simplification, clarification, coordination, and/or explanation, missing and/or needed improvements and modifications to conditions, best practices, and interpretations needed for streamlining and standardization;
- **"Ambiguous Content" Issues:** including identification of situations where code housekeeping actions may result in the creation of substantive code content, such as establishing sign measurement instructions or filling in blanks in a parking table. These will require discussion with staff to determine the potential impact of resolving the issue as part of the Phase 1B edits or whether the topic should be postponed for further community discussion in Phases 2/3.
- **Substantive Issues for Future Discussion:** including those clearly substantive updates that were raised by outreach participants or identified by the consultant team and will be addressed in Phases 2/3.

We will cross-reference the code housekeeping and ambiguous content issues lists to the code sections in which there will be opportunities for revisions in the current LDC. We will discuss with staff how to carry forward the substantive issues list.

Clarion will prepare a staff review draft of the Community Input Issues Identification Report, review and discuss the report with Santa Fe staff, and revise the report based on the consensus of our joint discussion. This Issues Identification Report will serve as a key organizing structure for the LDC Diagnostic Review and Analysis.

TASK 2 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	<ul style="list-style-type: none"> Finalize Public Participation Plan with Detailed Schedule Draft and revise preliminary surveys Prepare initial outreach meeting schedule, revise as needed Prepare outreach meeting notices and materials, revise as needed Preliminary draft Community Input Issue Identification Report; Revised draft Community Issues Identification Report 	<ul style="list-style-type: none"> Lead outreach logistics, include venue scheduling and stakeholder invitations Review and comment on initial surveys and outreach meeting schedule Review and comment on outreach meeting materials Review and edit Community Input Report; discuss with Clarion Post final outreach information and materials on website
MEETINGS	<ul style="list-style-type: none"> Facilitate issues identification meetings (3-4 days, on site) Issues identification prep and wrap-up meetings with staff 	<ul style="list-style-type: none"> Participate in issues identification outreach meetings per schedule Participate in outreach prep and wrap-up meetings
TRIPS	<ul style="list-style-type: none"> One trip, 3-4 days 	

TASK 3: LDC DIAGNOSTIC REVIEW AND ANALYSIS WITH ANNOTATED OUTLINE

ACTIVITY 3.1: CURRENT LDC TECHNICAL ANALYSIS AND EVALUATION

In preparation for the creation of the diagnostic review and analysis, Clarion will familiarize ourselves with the City's current code and related plans, reviewing in greater detail relevant background materials, including but not limited to:

- The existing LDC (Santa Fe City Code Chapter 14), any related ordinances that are waiting to be codified, and the zoning map,
- All adopted land use plans and any other relevant plans as identified by staff,
- Any administrative rules and interpretations of the current LDC, if determined relevant by staff,
- Examples of approved master plans, development plans, special use permit approvals, waivers, and variances,
- Any current LDC update efforts or pending ordinances; and
- Other relevant plans, ordinances, and policies as identified by the City.

Clarion staff members will analyze and compare the plan policies with the current regulations, map, and regulatory structure to identify preliminary key housekeeping and technical issues.

ACTIVITY 3.2: LDC DIAGNOSTIC REVIEW AND ANALYSIS – STAFF REVIEW DRAFT

Based on Activity 3.1 and the issues raised in the Task 2 outreach meetings, Clarion will prepare a detailed LDC Diagnostic Review and Analysis ("LDC Diagnostic") that identifies the key issues, themes, structural issues, and drafting concerns to be addressed through the Phase 1B LDC Code Housekeeping, Technical Corrections, and Article Organization. The LDC Diagnostic will include the following:

- The **Community Issues Identification Report** (summary of feedback from stakeholder outreach)
- The current **LDC Technical Analysis and Evaluation**.
- An **analysis of the current LDC**, identifying the specific code sections and standards that have or create any of the problems identified in the Activity 2.3 Code Housekeeping/ Article Organization/ Non-substantive Issues list,
- An **analysis of the ambiguous content issues** to establish context for further conversation about the correct resolution of those issues.
- A summary of national **best practices** for article and code organization and user-friendliness based on other jurisdictions. We will work with staff to identify those code topics for which a look at best practices will be helpful to charting a better regulatory organization path for Santa Fe.

- A **preliminary identification** of proposed organizational changes and edits.

As part of the LDC Diagnostic, we will also prepare an **Annotated Outline of Technical Edits** that identifies a recommended article-by-article organization of the updated LDC. The Annotated Outline will serve two purposes: (1) identify any recommended code reorganization to make the LDC more functional and more user-friendly; and (2) provide reference to places within the code where non-substantive text revisions, reference updates, and new/additional graphics as recommended in the LDC Diagnostic Review and Analysis will be included. As needed, the Annotated Outline will also provide commentary explaining the purpose and scope of each new or amended provision and how it relates to the existing code.

The first draft of the LDC Diagnostic will be for internal staff review only. This review will allow staff time to provide Clarion with substantive feedback, instructions about how to address ambiguous content issues, and identify any factual errors or major issues that should be adjusted in the document prior to public review.

ACTIVITY 3.3: LDC DIAGNOSTIC REVIEW AND ANALYSIS PUBLIC REVIEW DRAFT

Following receipt of one round of consolidated written comments from staff and a follow-up discussion to resolve open issues and clarify proposed edits as needed, Clarion will prepare a public review draft for distribution and discussion.

ACTIVITY 3.4: PREP FOR AND FACILITATE PLANNING COMMISSION REVIEW AND COMMUNITY OUTREACH

Following the approach identified in the Public Participation Plan, we will present the LDC Diagnostic Review and Analysis to the Planning Commission for discussion. We will also prepare for and convene additional outreach meetings, as determined appropriate by the Director and in keeping with the Public Participation Plan, to present the LDC Diagnostic and receive questions and comments.

At the end of this round of public outreach meetings, we will meet with staff to assess the effectiveness and outcomes from the input and meeting methods chosen and revise the Public Participation Plan as needed for the next round of outreach.

TASK 3 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	<ul style="list-style-type: none"> • Prepare staff review draft LDC Diagnostic Review and Analysis • Discuss staff edits and comments and revise LDC Diagnostic Review and Analysis • Prepare materials for Planning Commission discussion and any additional outreach meetings • Facilitate PC and outreach meetings • Prepare post-meeting updates to Public Participation Plan and schedule 	<ul style="list-style-type: none"> • Provide copies of any adopted code updates or relevant plans not available on the City website • Review staff review draft LDC Diagnostic Review and prepare a set of consolidated staff comments • Schedule meeting with Planning Commission, identify any additional outreach needed • Distribute and post public draft LDC Diagnostic Review • Review and comment on meeting materials
MEETINGS	<ul style="list-style-type: none"> • Facilitate LDC Diagnostic overview and discussion with Planning Commission • Facilitate additional stakeholder meetings per schedule • Issues identification prep and wrap-up meetings with staff 	<ul style="list-style-type: none"> • Participate in LDC Diagnostic Planning Commission review • Participate in additional stakeholder meetings • Participate in outreach prep and wrap-up meetings
TRIPS	<ul style="list-style-type: none"> • One trip, 2-3 days 	

TASK 4: PREPARE LDC FOUNDATIONS DRAFT

ACTIVITY 4.1: LDC HOUSEKEEPING, ARTICLE ORGANIZATION, AND TECHNICAL CORRECTION UPDATES STAFF DRAFT

Based on the LDC Diagnostic Review and Annotated Outline, Clarion will develop a set of article organization, code housekeeping, and technical correction revisions to the LDC (Foundations Draft) that are user-friendly, include the agreed-upon organizational and editing changes, and incorporate new and revised graphics and tables. The draft will include commentary where necessary to explain changes from current practice and the rationale behind new provisions. The staff draft will be intended for discussion primarily among staff and the Clarion team.

ACTIVITY 4.2: PUBLIC REVIEW DRAFT LDC FOUNDATIONS DRAFT + ACTIVITY 4.3: PREP FOR AND FACILITATE OUTREACH

Following the completion of staff review and comment on the staff draft, Clarion will produce a Public Review Draft of the LDC Foundations Draft for public distribution. Pursuant to the updated Public Participation Plan, we will then help staff organize and facilitate community review meetings to discuss the LDC Foundations Draft and receive comments. We also recommend a general public meeting (with

streaming or recording for those who cannot attend) to explain the proposed changes and the reasoning behind them. The general objective of these meetings will be to gather feedback about the proposed LDC changes for the purpose of identifying any additional reorganization, edits, or drafting that will improve the LDC for the City's long-term use.

ACTIVITY 4.3: REVISED PUBLIC DRAFT LDC FOUNDATIONS DRAFT

In this final Phase 1 task, we will work with staff to organize and address the comments collected during the community outreach process. We find that this input typically falls into one of three categories: (1) changes that should be made to the LDC Foundations Draft, (2) recommendations that should be documented but can be better addressed through later (substantive) edits to the LDC or elsewhere in the City code, and (3) recommendations that do not align with the strategies identified in the LDC Diagnostic Review and Annotated and that will not be addressed in the LDC update. We will prepare a revised version of the LDC Foundations Draft for another round of staff review. We will finalize staff's edits to the revised LDC Foundations Draft and facilitate a meeting with Planning Commission to share the final version of the LDC Foundations Draft. We will then move the LDC update project into the Phase 2 substantive editing process.

TASK 4 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	<ul style="list-style-type: none"> • Prepare staff review LDC Foundations Draft • Discuss staff edits and comments and prepare public review LDC Foundations Draft • Prepare materials for Planning Commission/ Governing Body discussion and community outreach meetings • Prepare post-meeting updates to Public Participation Plan and schedule 	<ul style="list-style-type: none"> • Review staff review LDC Foundations Draft and prepare a set of consolidated staff comments • Lead outreach logistics, include venue scheduling and invitations • Schedule meetings with Planning Commission and Governing Body • Distribute public version LDC Foundations Draft • Review and comment on meeting materials
MEETINGS	<ul style="list-style-type: none"> • Facilitate LDC Foundations Draft discussion with Planning Commission, Governing Body, and community • Organize issues identification prep and wrap-up meetings with staff 	<ul style="list-style-type: none"> • Participate in LDC Diagnostic Planning Commission review • Participate in additional stakeholder meetings • Participate in outreach prep and wrap-up meetings
TRIPS	<ul style="list-style-type: none"> • One trip, 2-3 days 	

TASK 5: PHASE 1 ADOPTION

ACTIVITY 5.1 ADOPTION DRAFT 1 - STAFF DRAFT

Based on one round of written comments on the LDC Foundations Draft, Clarion will prepare a full Adoption Draft for staff review.

ACTIVITY 5.2 ADOPTION DRAFT 1 - PUBLIC REVIEW DRAFT

Based on one round of written comments on the Adoption Draft, Clarion will prepare a full adoption draft for distribution and public review.

ACTIVITY 5.3 ADOPTION DRAFT PRESENTATION ASSISTANCE (2 ROUNDS)

Clarion will attend and assist with presenting the Adoption Draft at up to two meetings in Santa Fe.

ACTIVITY 5.4 ADOPTION DRAFT 2 (FINAL) - STAFF DRAFT

Based on one round of written comments on the Adoption Draft 2, Clarion will prepare a second and final Adoption Draft for staff review.

ACTIVITY 5.5 ADOPTION DRAFT 2 (FINAL) - FINAL

Based on one round of written staff comments on the Adoption Draft 2, Clarion will prepare a revised and final version of the Adoption Draft for codification.

TASK 5 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	<ul style="list-style-type: none"> • Adoption Draft (staff draft) • Adoption Draft (public draft) • Adoption Draft 2 (staff draft) • Adoption Draft 2 (final for codification) 	<ul style="list-style-type: none"> • Review, consolidate, and submit one round of written comments on Adoption Draft • Review, consolidate, and submit one round of written comments on Adoption Draft 2
MEETINGS	<ul style="list-style-type: none"> • Attend and assist with facilitation of Adoption Draft presentations 	<ul style="list-style-type: none"> • Schedule and lead Adoption Draft presentations
TRIPS	<ul style="list-style-type: none"> • Two one-day trips 	

Phase 1 Summary

Anticipated schedule: Approximately 18 months, depending on number and timing of community outreach opportunities and availability of staff to participate in LDC update activities.

Trip Summary: Fifteen trips.

Anticipated budget: \$195,715.

PHASE 2: PROMOTING KEY STANDARDS

Phase 2 of the Santa Fe LDC Update will focus on substantive (content) updates to regulations and procedures in the Land Development Code that implement key community standards and

land development policies. This phase may also involve additional organizational edits as needed to better incorporate content revisions for continued user-friendliness.

TASK 1: TARGETED LDC DIAGNOSTIC REVIEW AND ANALYSIS UPDATE

Organizing and building on the substantive information gathered during the Phase 1 tasks, Clarion will prepare an updated assessment of the current LDC (Phase 2 Targeted Diagnostic) that identifies recommended revisions to substantive regulations, resolution of ambiguous regulations that were determined to be substantive in nature, and updates to current administrative processes.

ACTIVITY 1.1: PHASE 2 TARGETED LDC DIAGNOSTIC STAFF DRAFT

The Phase 2 Targeted Diagnostic will focus on identifying substantive updates and will involve an analysis of the key issues, themes, and drafting concerns to be addressed through the Phase 2 revisions to implement key standards. The Phase 2 Targeted Diagnostic will include the following:

- Summary of substantive issues identified in the **Phase 1, Task 2 Community Issues Identification Report** (summary of feedback from the Phase 1 stakeholder outreach) along with any substantive issues identified during later drafting in the Phase 1 process.
- An updated **Phase 1, Task 3 LDC Analysis and Evaluation** focused on plan and policy implementation through substantive and procedural issues.
- An **analysis of the current LDC**, identifying the specific code sections and standards that: appear to create barriers to key standards implementation, typically produce poor or unpredictable results, or can be replaced by a more modern regulatory approach, as well as an identification of missing standards or procedures that are needed to fill code gaps.
- As applicable, a summary of national **best practices** for specific substantive update topics.

As part of the Phase 2 Targeted LDC Diagnostic, we will also prepare an Annotated Outline of Content Edits, based on the LDC Foundations Draft, that identifies additional recommended article-by-article substantive edits that were not identified in the earlier Phase 1 Annotated Outline of Technical Edits. These edits will be broadly described as concepts (such as “review the overlay districts for potential consolidation into the base zone districts”) with the

actual new regulatory language proposed during the drafting task.

The first version of the Phase 2 Targeted LDC Diagnostic will be for internal staff review only. This review will allow staff time to provide Clarion with feedback, instructions about additional issues that should be included (or deleted) and identify any factual errors or major issues that should be adjusted in the document prior to public review. During this activity, we will also work with staff to update the Public Participation Plan for use across the tasks and activities in Phase 2.

ACTIVITY 1.2: PHASE 2 TARGETED LDC DIAGNOSTIC PUBLIC REVIEW DRAFT

Following receipt of one round of consolidated written comments from City staff, and a follow-up meeting to discuss necessary edits, Clarion will prepare a public review draft of the Phase 2 Targeted LDC Diagnostic for distribution and discussion.

ACTIVITY 1.3: PREP FOR AND FACILITATE PLANNING COMMISSION REVIEW AND COMMUNITY OUTREACH

We will present the Phase 2 Targeted LDC Targeted Diagnostic to the Planning Commission for discussion. As directed by Public Participation Plan, we will also prepare for and convene additional outreach meetings to present the Phase 2 Targeted LDC Diagnostic to the community and receive questions and comments.

PHASE 2, TASK 1 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	<ul style="list-style-type: none"> • Prepare staff review draft Phase 2 Targeted LDC Diagnostic • Discuss staff edits and comments and revise Phase 2 Targeted LDC Diagnostic • Prepare materials for Planning Commission discussion community outreach meetings • Facilitate PC and community outreach meetings • Prepare post-meeting updates to Public Participation Plan and schedule 	<ul style="list-style-type: none"> • Review staff review draft Phase 2 LDC Diagnostic and prepare a set of consolidated staff comments • Schedule meeting with Planning Commission, • Lead logistics for community outreach • Distribute and post public draft Phase 2 LDC Diagnostic • Review and comment on meeting materials
MEETINGS	<ul style="list-style-type: none"> • Facilitate LDC Diagnostic overview and discussion with Planning Commission • Facilitate additional stakeholder meetings per schedule • Issues identification prep and wrap-up meetings with staff 	<ul style="list-style-type: none"> • Participate in LDC Diagnostic Planning Commission review • Participate in additional stakeholder meetings • Participate in outreach prep and wrap-up meetings
TRIPS	<ul style="list-style-type: none"> • One trip, 2-3 days 	

TASK 2: PREPARE DRAFT LDC UPDATES

DRAFTING ORGANIZATION OVERVIEW

Following completion of the Phase 2 Targeted LDC Diagnostic, Clarion will begin working on the new draft Land Development Code according to the agreed-to content updates and sequencing priorities. The LDC substantive updates will be built on the Phase 1 LDC Foundations Draft. In our experience, it can be difficult to read and digest all of the new substantive and procedural information that goes with an LDC update, so we recommend dividing the drafting into three installments based on related material. While the specific order and contents of each installment is up for discussion, below we suggest a typical breakdown that has worked well in other communities.

Installment 1 - Districts and Uses. This installment focuses on updating the current lineup of zoning districts to align with relevant City plans and policies. We will use the Phase 2 LDC Targeted Diagnostic to start charting the path toward alignment with anticipated future land use designations and placemaking opportunities. Possible outcomes include district consolidations, (for districts that have similar purposes, standards, and uses); incorporation of overlay districts into base districts, creation of new districts to better align with the City's placemaking and redevelopment priorities; and elimination/retirement of districts that are rarely (or never) applied or are contrary to City land use policies. Clarion will work closely with City staff and the Planning Commission to ensure that zoning district line-up implements the City's growth and

development goals and policies. Updates to the use regulations will also be included in this installment. This work includes revisiting the categories, specific use types, review type (e.g., permitted use, special use permit) and use-specific standards for clarity, relevance (do the standards reflect how this use is developed now?), and potentially for approval streamlining. We will also explore options for regulating emerging uses, particularly those related to housing such as fractional housing and long-term RV stays. Zone district measurement instructions and use-related definitions will also be included in this installment.

Installment 2 - Development Standards.

This installment focuses on the development quality standards, such as parking, landscaping, sustainability/resilience, access and circulation, sensitive area protection, building and site design, and exterior lighting. The development standards are often the most complex part of a code update because of the wide range of standards and their relationship to standards that often live outside the code (such as street standards and other engineering standards). We will update the development standards to reflect community priorities (such as sustainability, water conservation, nighttime lighting, and housing affordability), anticipate evolving development priorities (such as increased use of renewable energy and more focused protection from wildfire and other natural hazards) and specify how the updated development and design standards will be applied to anticipated redevelopment in Santa Fe.

Installment 3 – Administration and Procedures.

This installment will focus on clarifying and, where appropriate, streamlining the current procedures for development review applications. This will include identification of any applications that could be considered for administrative approvals by the director, subject to Planning Commission appeal. Clarion’s expert code drafters are experienced in establishing procedures that are easy to understand, are based on a consistent and predictable foundation, and apply objective approval criteria-while offering flexibility where appropriate. This installment will also include the general provisions of the Land Development Code, which contain important elements to ensure the new code functions effectively (e.g., legal authority to regulate land development, relationship to other codes, nonconformities, and enforcement of the code).

Installment 4 – Special Topics. We will explore the need for a fourth installment, focused on special topics, at the outset of the drafting process. This installment can be used to bring forward topics that would otherwise have been prepared in one of the three main drafting installments, but that may generate significant community input and work better as a “stand-alone” section for that review, such as historic preservation or signs, or topics that are newer to the community and are easier to understand in a smaller selection of regulations, such as land use and public health standards or equity considerations.

ACTIVITY 2.1: STAFF DRAFT LAND DEVELOPMENT CODE

We will prepare a staff review draft of each installment. The staff draft will include all of the content for the current installment, and as the

drafting moves forward will also include the content from the earlier installments. The drafts will emphasize the use of graphics, tables, and charts to clearly explain zoning and land use concepts. The drafts will include commentary and footnotes to explain changes from current regulations and practice and the rationale behind each new provision. The commentary and footnotes will also demonstrate how the revised code addresses the issues noted in the Phase 2 Targeted LDC Diagnostic. We will ask staff to prepare one round of consolidated comments and we will meet with staff to discussed proposed revisions. We will then share the revised draft installment with the Planning Commission for review and input.

ACTIVITY 2.2 PUBLIC DRAFT LAND DEVELOPMENT CODE

Following Planning Commission review, Clarion will share a public draft of each installment for distribution and presentation according to the Public Participation Plan, including Clarion facilitation of in-person meetings on each installment. Once the public draft of the first installment has been delivered, Clarion will begin working on the staff draft of the second installment, and so forth. Comments from the Planning Commission, stakeholders, and public on each public draft installment will be collected and addressed in the adoption draft in Task 3. In addition to participating in one set of public meetings per installment, we find it is important to allow additional meeting time to either address specific issues that arise from the draft review process or allow for a follow-up trip to continue the in-person discussion of any installment that needs more attention in the community. We have identified two meetings for these purposes.

PHASE 2, TASK 2 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	<ul style="list-style-type: none"> • Staff drafts of Installments 1, 2, 3 • Revisions per staff comments • Prepare materials for Planning Commission and public review meetings 	<ul style="list-style-type: none"> • Provide one round of consolidated written staff comments for each Installment • Coordinate Planning Commission and public review meetings and assist with reviewing comments
MEETINGS	<ul style="list-style-type: none"> • Facilitate discussion with Planning Commission for each Installment • Facilitate one round of community outreach meetings per Installment • Issues identification prep and wrap-up meetings with staff 	<ul style="list-style-type: none"> • Lead logistics for community outreach meetings • Participate Planning Commission review meetings • Participate in community outreach meetings • Participate in outreach prep and wrap-up meetings
TRIPS	<ul style="list-style-type: none"> • Per Installment (3 trips total): One trip, 2-3 days (4 trips if a fourth installment is drafted) • Topic-related or hands-on meetings: Two trips, 1-2 days 	

TASK 3: ADOPTION DRAFT LAND DEVELOPMENT CODE

ACTIVITY 3.1 ADOPTION DRAFT LAND DEVELOPMENT CODE

We will organize the comments received for each public draft installment from the Planning Commission and public for a discussion with staff about revising the public draft versions to create a consolidated Public Review Draft Land Development Code. This draft will be the first draft to include all of the components of the new Land Development Code, an important milestone for understanding how each of the installments relate to each other. As with the installments, we will first prepare a staff draft of the Public Review Draft Land Development Code.

After one round of consolidated feedback on the staff draft, we will edit the draft to incorporate agreed-to changes as well as final versions of illustrations, charts, and tables, and distribute the Public Review Draft Land Development Code for a pre-adoption round of community input. Following distribution of the public discussion draft, Clarion will work with staff to present the draft to the public, Planning Commission, and Governing Body pursuant to the approach identified in the Public Participation Plan.

We will work with staff to collect feedback and comments to be compiled into a report submitted with the Public Review Draft LDC for adoption.

ACTIVITY 3.2 LDC ADOPTION PROCESS

Clarion will coordinate with Santa Fe staff to create presentation materials for the code adoption process. As needed, we can participate in up to two adoption hearings to assist with adoption questions and issue resolution.

ACTIVITY 3.3 FINAL LAND DEVELOPMENT CODE

After adoption, Clarion will prepare a final version of the new Land Development Code that incorporates any agreed-to changes identified during the adoption hearings. This final version will be prepared as a Word document for submission to the City's codification service unless a different format is agreed to with the City.

PHASE 2, TASK 3 ACTION ITEMS

ACTIVITIES	CLARION RESPONSIBILITIES	CITY STAFF RESPONSIBILITIES
DELIVERABLES	<ul style="list-style-type: none"> Summarize public draft installment comments Consolidate all installments and update to incorporate final edits Create outreach materials for PC and public review of consolidated draft LDC Prepare updated materials for adoption hearings Revise public review draft as instructed 	<ul style="list-style-type: none"> Review public draft installment comments summary and identify final edits Lead logistics for community outreach meetings Review community outreach and adoption presentation materials
MEETINGS	<ul style="list-style-type: none"> Present and facilitate review of public draft LDC Attend and participate in two adoption hearings 	<ul style="list-style-type: none"> Participate in public draft review meetings
TRIPS	<ul style="list-style-type: none"> Two, 2-3 days each 	

Phase 2 Summary

Anticipated schedule: 18 to 24 months depending on number and timing of community outreach opportunities and availability of staff to participate in LDC update activities.

Trip Summary: Six multi-day trips for up to 3 Clarion staff members.

Anticipated budget: \$300,000 to \$350,000 depending on number and timing of community outreach opportunities; total number of trips; existing conditions analysis, mapping, and confirmation needed for the creation and incorporation of Santa Fe-specific form-based standards and regulating plan (for targeted areas); and inclusion of extra rounds of drafting beyond those identified in the scope.

PHASE 3: GENERAL PLAN IMPLEMENTATION

The LDC Update Phase 3 edits will be designed to further fine-tune the LDC to implement the Land Use Chapter of the updated Santa Fe General Plan following completion of that plan. While there are a few different ways to approach growth plans and growth management, we can anticipate the general approach to these updates and follow the same steps as the Phase 2 edits, over a shorter timeframe, to draft and incorporate these changes. Key aspects of growth management regulation typically include the following, some of which can be incorporated as part of the Phase 2 updates:

- Development and infrastructure standards that are targeted to reflect full growth areas, limited growth or conservation areas, and locations that are appropriate for gradual, longer-term growth;
- Zone districts that can guide growth based on: (1) anticipated development timing, and (2) proposed future development densities and intensities;
- Adjustable standards targeted to variable resources or impacts, such as water, wildlife, and wildfire, that might need to be changed based on environmental circumstances;
- Standards to protect permanent open space areas; and
- Development processes that: (1) help guide applicants to regulatory options that support the growth management plan, (2) incorporate flexibility for gradual expansion of development over time, and (3) procedures that allow the City to review regulatory impacts on real or perceived property rights.

We will revise the Phase 3 scope concurrently with the creation of the updated Santa Fe General Plan.

Phase 3 Summary

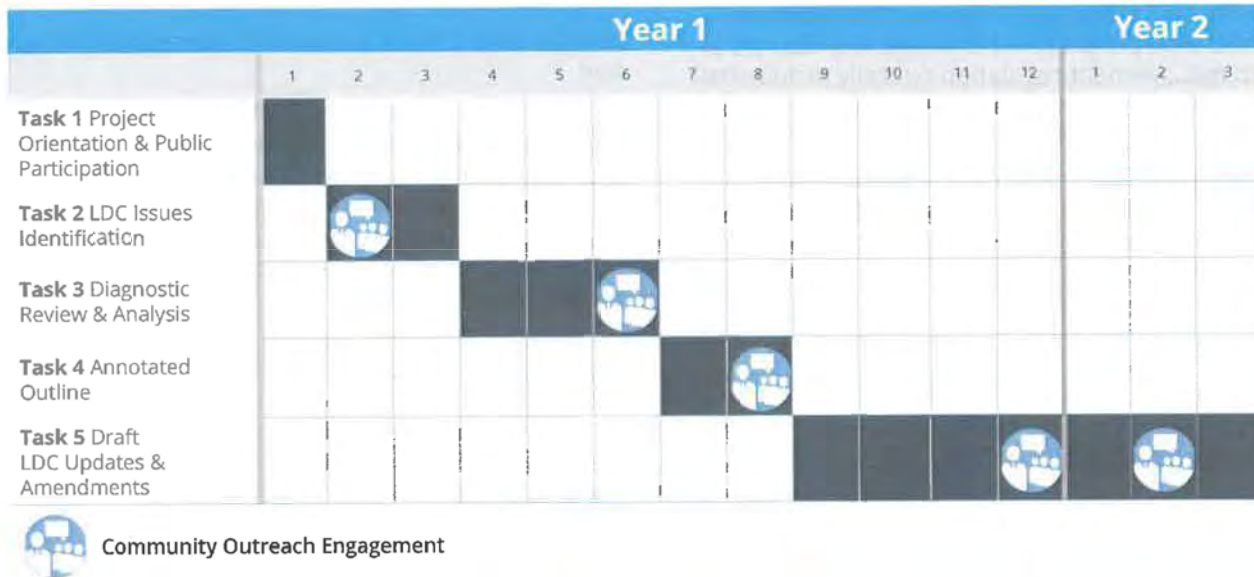
Anticipated schedule: 12 to 14 months depending on number and timing of community outreach opportunities and availability of staff to participate in LDC update activities.

Trip Summary: Four multi-day trips for up to 3 Clarion staff members.

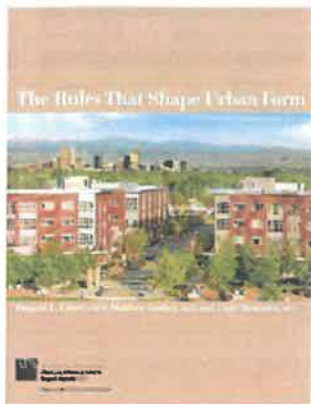
Anticipated budget: \$120,000 to \$150,000 depending on number and timing of community outreach opportunities, total number of trips, creation and incorporation of form-based standards, and inclusion of extra rounds of drafting beyond those identified in the scope

PROJECT TIMELINE

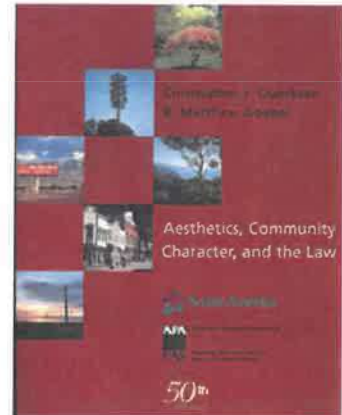
Based on work in similar projects, we believe that the LDC Diagnostic Review and Annotated Outline can be completed and presented to local officials and the public within fifteen months of the project start-up date – recognizing that if the revisions become controversial or additional public meetings are necessary, additional time may be necessary. We would be pleased to discuss an accelerated schedule at the City’s request.



3. DESIRABLE SPECIFICATIONS



Saving the World Through Zoning



PROVEN TRACK RECORD

We understand that no two code projects are alike because all communities are unique. Our extensive experience provides Clarion with a solid foundation for developing effective code update processes; however, we recognize that the most successful work plans are carefully created with the input of staff, taking into account local circumstances and priorities. Here are some of the unique qualities of our firm that would contribute to a successful partnership with the Santa Fe Planning & Development staff:

Depth of Experience. Clarion Associates offers an unparalleled amount of national expertise, combined with a long track record of success in similar projects. We have been working throughout the country since the firm's founding 29 years ago, performing a full range of planning and zoning services for small, mid-sized, and large communities all over the United States. Clarion has prepared zoning regulations and plans for over 130 communities across the U.S. and Canada, and we're no strangers to Kansas, where Elizabeth, our project manager grew up and went to college and where we've worked in Wyandotte County/KCK, Riley County, Leavenworth, and Leawood, and across the state line for Lee's Summit, Riverside, Blue Springs. Elizabeth, while practicing at Spencer Fane, also served as counsel for the Kansas City, Missouri, TIF Commission.

Leaders in Sustainable Best Practices. Clarion is recognized as a national leader in creating the concept of sustainable development codes and conducting sustainability audits of codes. We have drafted comprehensive plans and regulations that incorporate ambitious sustainability goals, ranging from reduction of carbon emissions to density bonuses for infill housing. The firm takes particular pride in its innovative approach to code assessments

involving identification of regulatory barriers and opportunities for the use of incentives and flexible menus to achieve community sustainability goals. Additionally, Clarion is one of the few firms in the nation that has actually gone beyond code audits and has drafted new and updated development codes with extensive sustainability sections related to renewable energy, energy efficiency, and low-impact development, among numerous other sustainability topics. An example is the point-based menu of sustainability options we helped develop for Henderson, Nevada, which has been used as a model by other cities.

We have a proven track record in teaching and educating local officials about sustainable code revisions in a clear and practical fashion. Clarion led a popular series of national sustainable development code workshops for the American Planning Association that has educated hundreds of planners on how to remove code barriers, create incentives, and fill regulatory gaps to move their communities towards a more sustainable future.

Land Use Law. Clarion team members include some of the country's most experienced land-use law practitioners. Team members have detailed knowledge of U.S. constitutional and federal land use law, including how to avoid takings claims, deal with First Amendment issues (signs, adult uses), and ensure that standards meet due process requirements.

Infill and Mixed-Use. Clarion has drafted numerous regulations and policies that differentiate between infill development and new development at the edge of communities, in terms of both design and development standards and review procedures. We also recognize that many cities need a hierarchy of mixed-use districts that range from high-intensity areas surrounding transit stops and key activity



San Antonio Historic District Design Guidelines

nodes, to smaller-scale mixed-use areas that integrate well with established neighborhoods. Many Clarion projects have addressed these issues, such as Aurora, Northglenn, and Littleton, Colorado; Indianapolis, Indiana; Arlington and Austin, Texas; Portsmouth, Virginia; Duluth, Minnesota; and Winnipeg, Manitoba. For Sugar Land, Texas, we currently are preparing a series of case studies of communities that have adopted zoning tools to help encourage redevelopment of suburban patterns into thriving mixed-use centers.

Historic Preservation Planning and Policy. Clarion Associates has worked on numerous projects aimed at revitalizing and redeveloping historic areas, as well as projects to draft standards and guidelines for existing and future historic districts. One such effort is San Antonio's historic district standards and guidelines. Our expertise includes crafting historic district zoning and regulations, economic analysis of historic restoration, integrating new development projects, and developing heritage tourism initiatives. Our combination of talents in real estate economics, urban planning, and land-use law allows us to develop creative solutions to difficult historic preservation questions.

Procedural Streamlining and User-Friendly Codes. Clarion has been retained by dozens of communities across the United States to streamline procedures, reorganize and reformat codes, and make them more user-friendly. We use a wide variety of tools, ranging from relatively simple formatting techniques to highly sophisticated, interactive, web-friendly computerized codes. Santa Fe's development regulations have been amended in a piecemeal fashion over the years to remedy particular problems. As layers of regulations build up, so do layers of procedures, and over time, that can result in complicated and time-consuming processes. We find that revised regulations can result in a streamlined set of procedures that are easier to use and understand.



User-friendly Zoning District page layout from Bloomington, IN

Equally important, we understand that modern codes rely heavily on graphics and illustrations to explain complex concepts and to illustrate how regulations are applied. The ability to find and understand the law is not just a key to good development — it's a key to good governance in general.

A Track Record of Innovation. Unique planning goals, development histories, and political constraints often require unique land use regulations, and the Clarion professionals pride themselves on mastering cutting-edge techniques and refining them further to meet local needs. Team members have authored leading books and publications such as *The Rules of Urban Form; Aesthetics, Community Character, and the Law; A Better Way to Zone; Nature-Friendly Cities; True West; Wildlife Habitat Protection; and The Citizen's Guide to Planning (Fourth Edition)*, and *Zoning Practice Memos* on wind energy, web-based zoning codes, wildfire prevention in urban areas, and zone district consolidation. More importantly, we put the results of our research and publication to work for our clients.

Housing and Neighborhoods. The Clarion Team has worked across the country with planners, architects, developers, and neighborhoods to put together information and regulations that help move communities toward missing middle housing, acceptance of accessory dwelling units, and an understanding about the many reasons we should rethink our default zoning settings.

View our recent work in Bozeman, Montana on Recommended Edits to the Unified Development Code to promote affordable housing solutions: [Bozeman Code Audit To Create and Preserve Housing | City Of Bozeman](#)

PROJECT QUALIFICATIONS



SEDONA, ARIZONA Land Development Code

Clarion worked with the City of Sedona to update their 20-year-old land development code (LDC). The project began in late 2016 with an analysis of the current LDC as well as an annotated outline that described how the new regulations could be restructured. The code was rewritten in three parts, with a strong emphasis on implementing the Sedona Community Plan. First, the districts and uses were redesigned to be more user-friendly and to create opportunities for mixed-use. Next, the development standards were overhauled to raise the bar for quality development and to clarify the current complex design standards, including integration of the city's design review manual – in many cases turning guidelines into regulations. The final part addressed the administration and procedures, including a more streamlined approach to development review of site plans and conditional uses. Clarion then prepared a consolidated draft that was carried forward through the adoption process. Clarion worked closely with the Planning Commission and City Council during a series of workshops and study sessions during the adoption process throughout the summer and fall of 2018. The new LDC was unanimously adopted by the City Council in November 2018. [View the Sedona LDC](#)

REFERENCE CONTACT INFO

Mike Raber
Senior Planner, City of Sedona
928-204-7106
mraber@sedonaaz.gov

2.12. M2: Mixed-Use Office

A. Purpose

The M2 district is intended to accommodate primarily office and supporting commercial and services and limited higher-density residential uses. The M2 district also provides community, educational, lodging, and commercial uses and incidental or accessory uses. Development in the M2 district may include limited auto-oriented uses and development patterns but is primarily intended to provide a walkable and active streetscape and be compatible with surrounding residential development.

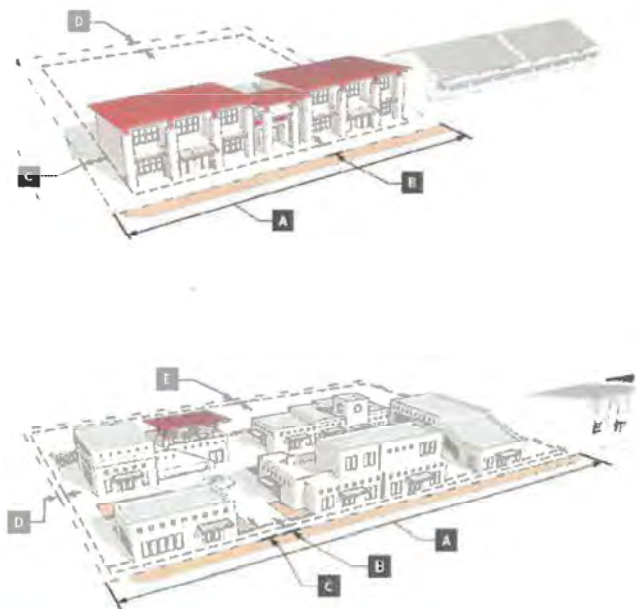
B. M2 Lot and Building Standards

Lot Standards (minimum)[1]	
Width	60 feet
Area	10,000 sq. ft.
Setbacks	
Front, minimum	10 feet
Side, minimum	10 feet
Rear, minimum	20 feet
Height	
Building height	See 2.24.E
Impervious Coverage (maximum)	
Building coverage	40 percent
Total impervious area, total	70 percent
Total hardscapes	40 percent

C. Other Standards

Other Standards	Location in LDC
Measurements and Exceptions	Section 5.4
Use Specific Standards	Section 5.5
Off-Street Parking	Section 5.5
Landscaping, Buffering, and Screening	Section 5.6
Site and Building Design	Section 5.7

Note:
[1] Except the minimums are subject to the metrics and provisions from Sedona Community Plan and attached EPA plan.

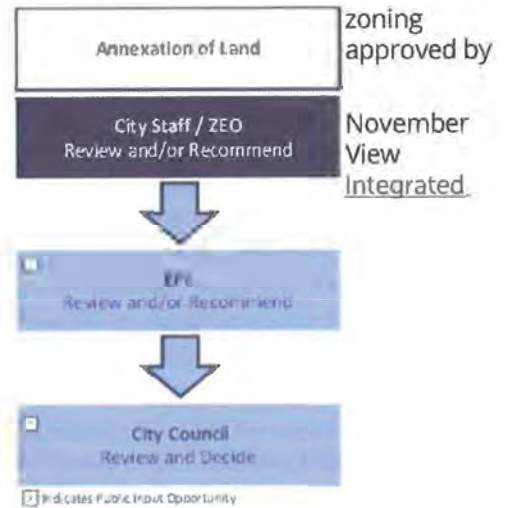




ALBUQUERQUE, NEW MEXICO Zoning Code Update

Albuquerque, New Mexico, is the largest city and the largest economic in the State of New Mexico. Blessed by spectacular views of the Sandia mountains, the main campus of the University of New Mexico, Rail Runner connections to the state capital in Santa Fe, and an emerging bus rapid transit system along historic Central Avenue/Route 66, the city is poised to strengthen its status as one of the SunBelt's success stories. In 2014, Clarion Associates was selected to head a team of seven consultants, including Fregonese Associates, Dekker/Perich/Sabatini, Karpoff Associates, Leland Consulting Group, Kimley-Horn Associates, and Urban Interactive Studios to update the city's Centers and Corridors Comprehensive Plan and to develop a new Integrated Development Ordinance for the city. The two-year effort began in early 2015, and resulted in a much more nuanced menu of Center and Corridor types aligned with a new approach to Complete Streets implementation. The updated Comprehensive Plan was adopted in 2016. In addition, this project consolidated, integrated, and streamlined the existing zoning ordinance and subdivision controls with land use regulations included in over 40 Sector Plans into an Integrated Development Ordinance (IDO) that makes those controls more internally consistent, predictable, administrable, and user-friendly. After an extensive public engagement process, the IDO and related

citywide
remap was
the City
Council in
2017.
ABQ's



Development Ordinance.



DENTON, TEXAS

Unified Development Code

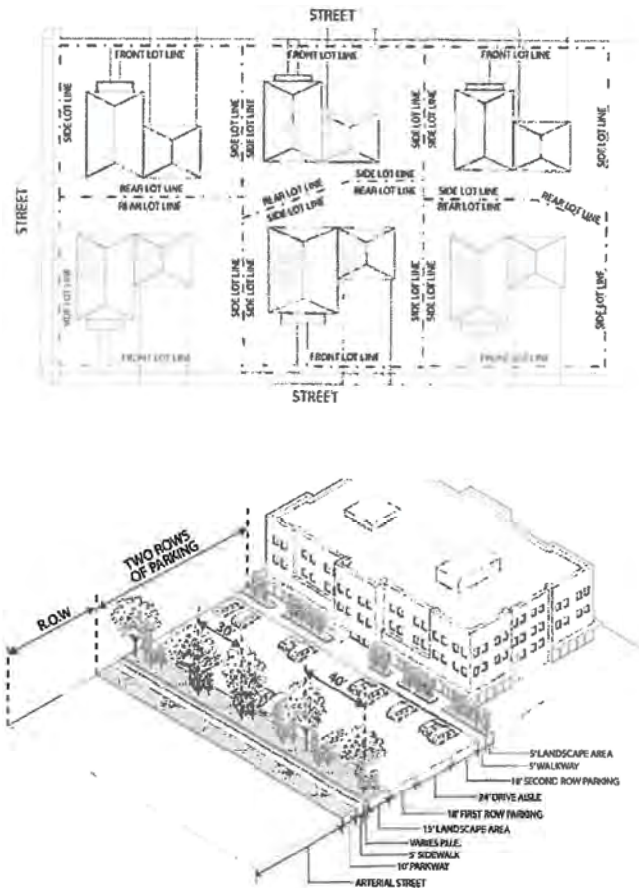
Clarion Associates was retained by the City of Denton to revise their current development regulations and consolidate provisions into a unified development code. During Phase I of this project, Clarion assessed the current development code and prepared a detailed annotated outline of how a new Denton Development Code would be organized. The annotated outline was based on a thorough review of current regulations, analysis of best practices, and feedback from extensive stakeholder outreach.

Clarion then updated the Denton Development Code through a series of installments that separated the new unified development code sections into manageable phases for internal and public review. The first module was related to land uses and zoning districts, while the second covered administration and general provisions and procedures for development review, followed by the final module on development standards. Each successive module allowed staff, appointed and elected officials, and the public a chance to review and comment prior to Clarion developing a final consolidated adoption draft.

Clarion worked closely with staff and the Planning and Zoning Commission on the execution of this project. In the fall of 2018, the updated Denton Development Code was adopted, and subsequently received an award from the Texas APA. [View the Denton UDC](#)

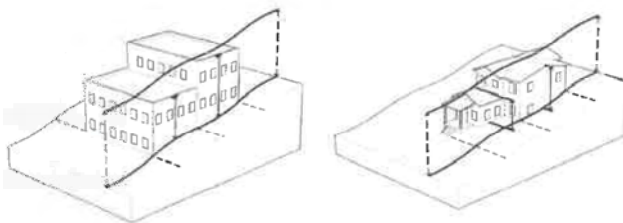
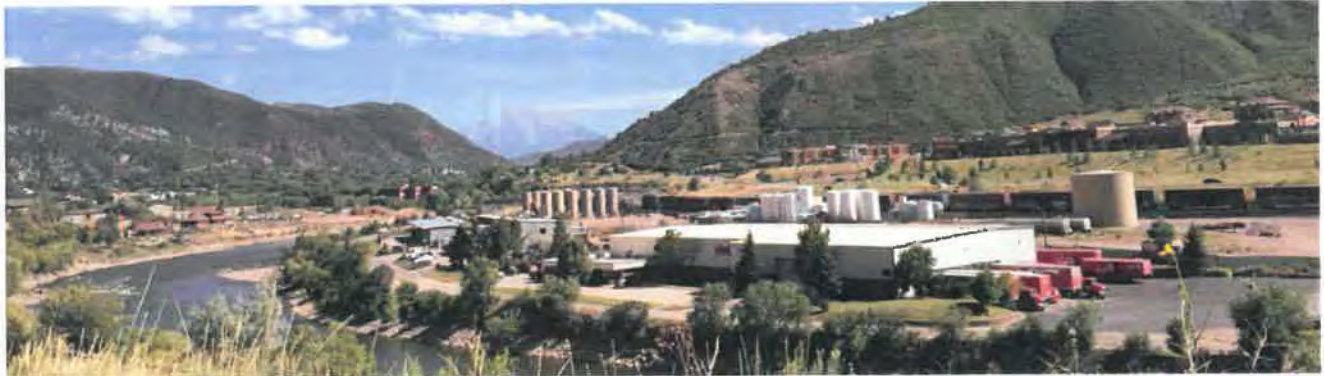
REFERENCE CONTACT INFO

Scott McDonald
 Deputy Director/Building Official
 940-349-8539
scott.mcdonald@cityofdenton.com



GLENWOOD SPRINGS, COLORADO

Development Regulations Update



Article 070.020: Zoning Districts
070.020.100 Mixed-Use Core (M2) District
(a) Purpose

070.020.100 Mixed-Use Core (M2) District

(b) Purpose

The M2 district is intended to accommodate walkable and active development within Glenwood's core commercial areas, including but not limited to central downtown. The M2 district includes the most recognizable and prominent areas of Glenwood Springs and therefore places an emphasis on high-quality building and site design, as well as the surrounding streetscape. The M2 district is intended to allow for a mix of residential and nonresidential uses while ensuring compatibility with surrounding established neighborhoods.

Figure 020-8: M2 District Dimensional Standards



(d) Standards

Table 020.12: M2 District Dimensional Standards		Other Key Standards	
Lot Standards, Minimum		Measurements and Descriptions	070.020.120
A Lot area (sq ft)	None	Table of allowed uses	070.020.100
B Landscaped area (sq ft)	None	Use-Specific Standards	070.020.100
Setback Standards, Minimum		Development Standards	070.020.100
1 Front, min (ft)	None	Landscaping, Screening and Fencing	070.020.100
2 Front, max from sidewalk (ft)	40	Off-Street Parking and Loading	070.020.100
3 Front, max from other front (ft)	30	Nonresidential and Mixed-Use Site and Building Design	070.020.100
C Side, min (ft)	None		
D Rear, min (ft)	None		
Building Standards, Maximum			
E Building height (ft)	40*		

*Next (2) 80 feet max building height by grade review

Clarion Associates worked with the City of Glenwood Springs to revise their development regulations. Phase I in 2015 included preparation of a development regulations analysis and assessment, including an annotated outline detailing how the new development regulations would be organized. That document included several recommendations for improving Glenwood's development regulations, based on best practices from other communities and feedback from stakeholder outreach.

Phase II, which kicked off in March 2016, involved an overhaul of Glenwood's development regulations, based on the recommendations from Phase I and supplemental guidance from a Project Advisory Group and staff. The update to the development regulations occurred in three modules to separate the document into manageable parts for internal and public review. The first module, Administration and Procedures, included improvements to the procedures for development review. The second module included a revised lineup of zoning districts and amended use regulations, addressing mixed-use and reducing barriers to infill and redevelopment. The final module focused on development standards, including the addition of a new suite of sensitive area protection tools. The final code integrated input received during public review of the three modules. The code was adopted unanimously in August 2018.

REFERENCE CONTACT INFO

Gretchen Ricehill

Senior Planner

970.384.6428

BOZEMAN, MONTANA

Unified Development Code Updates to Support Affordable Housing

With a population of 48,000, Bozeman, Montana, is the fourth largest city in the state – and one that is consistently rated as one of the highest qualities of life in the U.S. A thriving local economy grounded in outdoor recreation, camping, skiing, and mountain activities has made the city a magnet for immigrants from all over the country. Unfortunately, those trends have also resulted in rapidly rising housing prices, as new arrivals from California and west coast have competed with local residents for available housing. In 2021, Clarion Associates was retained to lead a team of consultants to update the city's Affordable Housing Ordinance, zoning ordinance, and Planned Unit Development regulations to identify and remove barriers to affordable housing, and to advise the city on how to improve that supply. Clarion is leading a team including the Denver-based national housing economics firm Root Policy Research and Bozeman-based local planning and engagement firm Groundprint to engage stakeholders and the public in discussions about the strengths and weaknesses of the current housing regulations and make recommendations for improvement to all three regulatory documents. The work is expected to be completed by December of 2021.



View the [Bozeman Code Audit To Create and Preserve Housing | City Of Bozeman](#)

REFERENCE CONTACT INFO

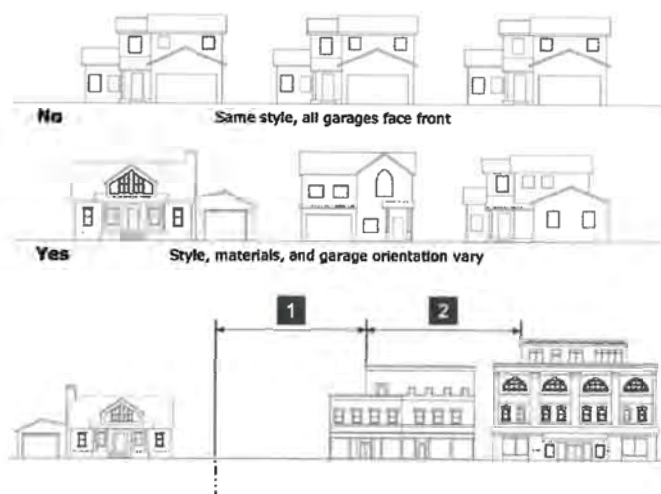
Martin Matsen
Community Development Director (former),
City of Bozeman
mmatsen@gmail.com

LONGMONT, COLORADO

Land Development Code

In 2016, Clarion Associates was retained to prepare comprehensive revisions to the Land Development Code for the City of Longmont, a fast-growing community north of Boulder. The code amendments fell largely into two groups, the first of which included edits to zoning districts, use regulations, and signs, among other topics, and was adopted in August 2018. The second batch of amendments focused on additional topics related to important Council priorities:

- **Integration of Affordable Housing Incentives:** Integrated inclusionary housing requirements into the LDC, and aligned them with existing height incentives.
- **Sustainability Evaluation System:** Clarion worked with staff and City Council to develop possible approaches to evaluating the environmental sustainability performance of site development.
- **Protecting Rivers, Streams, Wetlands, and Riparian Areas:** Clarion provided coordination between multiple planning efforts to establish a more uniform regulatory framework for protecting sensitive environmental areas. Edits related to the protection of rivers, streams, wetlands, and riparian areas for integration into the LDC were completed once the



policy work from external groups on these issues was complete.

REFERENCE

Joni Marsh, Assistant City Manager, City of Longmont
303-651-8601
joni.marsh@longmontcolorado.gov

Zoning Code Updates



Clarion recently led a team working with Billings (pop. 110,000) and Yellowstone County, Montana, to update, coordinate, and fully separate the zoning code that both communities have shared for 50 years. This community-led zoning code rewrite has been guided by an ad hoc steering committee of both city and county representatives; four standing working groups that met monthly or twice monthly to address code drafts through the lenses of urban issues, county issues, landscaping, and signs; and numerous individual meetings with specific interest groups such as developers, real estate agents, short-term rental owners, restaurant/bar/casino owners, homebuilders, environmentalists, health care providers, and outdoor recreationalists. The City of Billings opted for the creation of a character-driven, hybrid form-based code while Yellowstone County opted for a more traditional larger lot, agricultural oriented zoning code that takes advantage of the form sections of the Billings zoning code through a process called “planned neighborhood development.” Both communities will be able to use that process to address development at the urban-rural interface, providing infrastructure and density predictability to the City, property owners, and developers. Major updates in the codes include modernized use tables and use-specific standards supported by a streamlined administrative approval process, specific zone district character and pattern regulations designed to ensure quality infill development in the City’s older neighborhoods, new standards for wind and solar installations that support Montana’s clean energy goals, and the consolidation of eight full and partial sets of sign regulations into a single, updated set of sign standards that is linked to the different sizes and types of development anticipated in the new form-based zone districts. Yellowstone County adopted their new zoning code in November, 2020



and Billings should complete the adoption process in January 2021.

View the Billings, MT Zoning code at https://library.municode.com/mt/billings/codes/code_of_ordinances?nodetd=CICO_CH27ZO

REFERENCE CONTACT INFO

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Zoning Coordinator
406.657.8281
cromwelln@billingsmt.gov



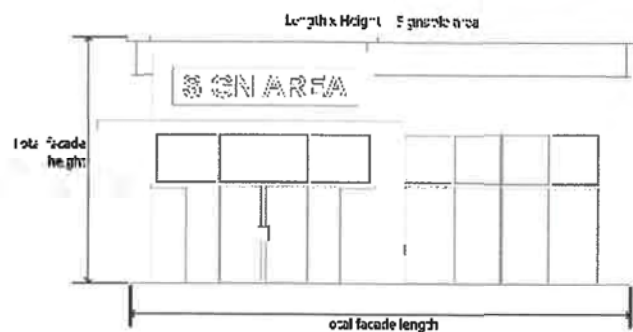
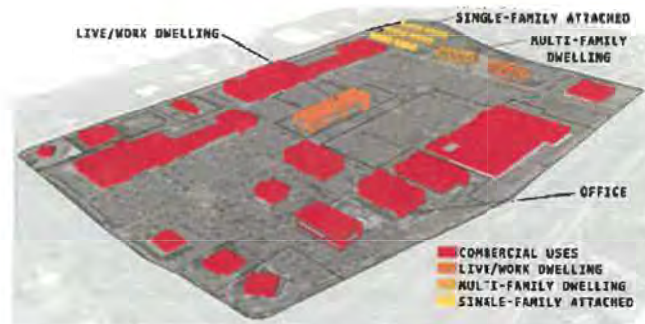
NORTHGLENN, COLORADO

Unified Development Ordinance

Clarion Associates is working with the City of Northglenn to revise their current development regulations. This project follows Clarion's previous work in 2014 to prepare a development regulation assessment, including an annotated outline detailing how the new development regulations would be organized into a Unified Development Ordinance (UDO). That document included several recommendations for improving Northglenn's development regulations based on best practices from other communities and feedback from stakeholder outreach.

This second phase of the project, drafting the UDO, kicked off in 2015 and involves an overhaul of Northglenn's development regulations, based on the recommendations from the assessment and supplemental guidance from a UDO Task Force and staff. The update to the development regulations will occur in three installments to separate the document into manageable parts for internal and public review. The first two installments, Administration and Procedures, and Districts and Uses, have already been distributed for public review. The final installment will include the development standards addressing the quality standards such as parking, landscaping, and building design. Following public review of all three installments, Clarion will prepare a consolidated draft for adoption that reflects comments received on all three installments. The new Unified Development Ordinance was adopted in 2018.

[View the Northglenn UDO](#)



REFERENCE CONTACT INFO

Eric Ensey
 Senior Planner
 303.450.8740
eensey@northglenn.org



CLARION



Planning | Zoning & Land Use | Sustainability & Resiliency

Project Name: Santa Fe, New Mexico LDC Update Phase 1						
* Updated July 2022 with adoption						
Task	Clarion					Total
Team Member	PM/Dir. 1	Director 2	Of Counsel	Associate	Graphics	
Billable Rate \$/Hour	\$215	\$225	\$180	\$90	\$85	
Phase 1: Project Orientation and Public Participation						
1.1 Project Orientation Strategy	2	0	2	8	8	20
1.2 LDC Update Participation Plan	2	0	2	8	8	20
1.3 Project Management (included in subsequent tasks)	0	0	0	0	0	0
Phase 1: Total Hours	4	0	4	16	16	40
Phase 1: Total Labor	\$860	\$0	\$720	\$1,440	\$1,360	\$4,380
Person trips	0	0	0	0	0	0
Phase 1: Total Travel	\$0	\$0	\$0	\$0	\$0	\$0
Phase 1: TOTAL	\$860	\$0	\$720	\$1,440	\$1,360	\$4,380
Phase 2: LDC Issues Identification (Code Housekeeping)						
2.1 Outreach Approach and Scheduling	4	0	4	0	10	18
2.2 Materials and Presentations	18	16	2	16	16	68
2.3: Meeting Facilitation and Summary Report	8	0	8	16	0	32
Project Management/Coordination Meetings w/Staff	4	0	4	4	0	12
Phase 2: Total Hours	34	16	18	36	26	130
Phase 2: Total Labor	\$7,310	\$3,600	\$3,240	\$3,240	\$2,210	\$19,600
Person trips	1	1	1	1	0	4
Phase 2: Total Travel	\$950	\$950	\$950	\$950	\$0	\$3,800
Phase 2: TOTAL	\$8,260	\$4,550	\$4,190	\$4,190	\$2,210	\$23,400
Phase 3: LDC Diagnostic Review and Analysis with Annotated Outline						
3.1 Current LDC Analysis	16	6	8	20	0	50
3.2 Staff Review Draft LDC Diagnostic Review	12	2	6	72	14	106
3.3 Public Review Draft LDC Diagnostic Review	12	2	6	48	12	80
3.4 Prep for and Facilitate LDC Diagnostic Review Outreach	34	0	16	40	18	108
Project Management/Coordination Meetings w/Staff	8	0	8	8	0	24
Phase 3: Total Hours	82	10	44	188	44	368
Phase 3: Total Labor	\$17,630	\$2,250	\$7,920	\$16,920	\$3,740	\$48,460
Person trips	1	0	0	1	0	2
Phase 3: Total Travel	\$950	\$0	\$0	\$950	\$0	\$1,900
Phase 3: TOTAL	\$18,580	\$2,250	\$7,920	\$17,870	\$3,740	\$50,360
Phase 4: Prepare LDC Foundations Draft						
4.1 Staff Draft LDC Updates	40	6	30	100	24	200
4.2 Public Review Draft LDC Updates	20	4	14	40	10	88
4.3 Prep for and Facilitate LDC Updates Outreach (2 rounds)	32	8	14	40	11	105
4.4 Revised Public Draft LDC Updates	24	4	6	24	8	66
Project Management/Coordination Meetings w/Staff	4	0	4	4	0	12
Phase 4: Total Hours	120	22	68	208	53	471
Phase 4: Total Labor	\$25,800	\$4,950	\$12,240	\$18,720	\$4,505	\$66,215
Person trips	2	1	1	2	0	6
Phase 4: Total Travel	\$1,900	\$950	\$950	\$1,900	\$0	\$5,700
Phase 4: Total	\$27,700	\$5,900	\$13,190	\$20,620	\$4,505	\$71,915
Phase 5: Adoption						
5.1 Adoption draft 1 - staff draft	20	2	30	30	10	92
5.2 Adoption draft 1 - public review draft	10	0	14	20	2	46
5.3 Adoption draft presentation assistance (2 rounds)	40	0	20	10	0	70
5.4 Adoption draft 2 (final) - staff draft	8	0	10	20	2	40
5.5 Adoption draft 2 (final) - final	8	0	8	8	0	24
Phase 5: Total Hours	86	2	82	88	14	272
Phase 5: Total Labor	\$18,490	\$450	\$14,760	\$7,920	\$1,190	\$42,810
Person trips	2	0	1	0	0	3
Phase 5: Total Travel	\$1,900	\$0	\$950	\$0	\$0	\$2,850
Phase 5: Total	\$20,390	\$450	\$15,710	\$7,920	\$1,190	\$45,660
Project Total Hours	326	50	216	536	153	1281
Project Total Labor	\$70,090	\$11,250	\$38,880	\$48,240	\$13,005	\$181,465
Project Total Person Trips	6	2	3	4	0	15
Total Travel Expenses	\$5,700	\$1,900	\$2,850	\$3,800	\$0	\$14,250
Total Pre-Tax Fees: Labor and Expenses	\$75,790	\$13,150	\$41,730	\$52,040	\$13,005	\$195,715
Estimated New Mexico Gross Receipts Tax (NM GRT) for the City of Santa Fe (8.3125%)						\$16,268.81
Total Fees: Labor and Expenses, after payment of NM GRT						\$179,446.19



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: CLARION ASSOCIATES, LLC
DBA: CLARION ASSOCIATES, LLC

Business Location: 1600 STOUT ST STE. 1700
DENVER, CO 80202

Owner: CLARION ASSOCIATES, LLC

License Number: 232801

Issued Date: May 11, 2022

Expiration Date: May 11, 2023

CRS Number: 02376261006

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

CLARION ASSOCIATES, LLC
1600 STOUT ST STE. 1700
DENVER, NM 80202

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE





Purchasing_Memo_Clarion Assoc. Amendment 1_1-21-26 (002)

Final Audit Report

2026-01-22

Created:	2026-01-22
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Filled
Transaction ID:	CBJCHBCAABAAmAKo-G038GZmAMyZQiOtbojSP2uUwosE

"Purchasing_Memo_Clarion Assoc. Amendment 1_1-21-26 (002)" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-01-22 - 7:15:17 PM GMT- IP address: 63.232.20.129
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-01-22 - 7:27:01 PM GMT
-  Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2026-01-22 - 7:27:25 PM GMT - Time Source: server- IP address: 63.232.20.129
-  Agreement completed.
2026-01-22 - 7:27:25 PM GMT

CLARION

1630 Welton Street, Ste 1000C
 Denver, Colorado 80202
 www.clarionassociates.com
 303.830.2890

Invoice

To: City of Santa Fe Land Use Department
 Sant Fe, NM
 Attn: Daniel Alvarado, AICP

Date: June 19, 2025
 Invoice No. 10179

Project: 22012 Santa Fe, New Mexico LDC Update Phase 1
 Project Manager: Matt Goebel
 For professional services rendered as of 5/31/2025

Professional Services	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Task 1: Project Orientation and Public Participation	\$4,380.00	100.00	\$4,380.00	\$4,380.00	\$0.00
Task 2: LDC Issues Identification (Code Housekeeping)	\$19,600.00	100.00	\$19,600.00	\$19,600.00	\$0.00
Task 2: Travel	\$3,800.00	100.00	\$3,800.00	\$3,800.00	\$0.00
Task 3: LDC Diagnostic Review and Analysis with Annotated Outline	\$48,460.00	100.00	\$48,460.00	\$48,460.00	\$0.00
Task 3: Travel	\$1,900.00	100.00	\$1,900.00	\$1,900.00	\$0.00
Task 4: Prepare LDC Foundations Draft	\$66,215.00	100.00	\$66,215.00	\$66,215.00	\$0.00
Task 4: Travel	\$5,700.00	100.00	\$5,700.00	\$5,700.00	\$0.00
Task 5: Adoption	\$93,791.46	100.00	\$93,791.46	\$42,809.40	\$50,982.06
Task 5: Travel	\$2,850.00	100.00	\$2,850.00	\$2,850.00	\$0.00
Professional Services Total:					\$50,982.06

Total Invoice Amount **\$50,982.06**

Billing Summary	Current	Prior	Total
Professional Services	\$50,982.06	\$195,714.40	\$246,696.46

Aged Receivables:						
Invoice	0 - 30	31 - 60	61-90	91-120	>120Days	Balance
Total Prior Billing						