



AGENDA

ECONOMIC DEVELOPMENT
ADVISORY COMMITTEE
DECEMBER 08, 2021 AT 11:00
AM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR ECONOMIC DEVELOPMENT ADVISORY COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, and the need to incorporate technology and practices to re-institute in-person meetings consistent with the limitations established by the Order, the Economic Development Advisory Committee meeting will be conducted virtually.

Viewing: Members of the public may join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: <https://santafenm-gov.zoom.us/j/89693698391?pwd=RIIITjkzUnFaeVBNU0gySDVDQVRpQT09>.

Passcode: 217371

Attendees should use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 896 9369 8391 - Passcode: 217371**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

The agenda and packet for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**



AGENDA

ECONOMIC DEVELOPMENT
ADVISORY COMMITTEE
DECEMBER 08, 2021 AT 11:00
AM
ATTEND VIRTUALLY

5. **APPROVAL OF MINUTES**

- a. November 10, 2021

6. **ACTION ITEMS: CONSENT**

- a. Request for the Approval of Amendment No. 2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics; Increasing Compensation in the Total Amount of \$250,000 to a New Total of \$1,000,960 Including NMGRT and Extending the Term of the Agreement to December 31, 2023. (Rich Brown, Director, Community & Economic Development: rdbrown@santafenm.gov; 505-955-6625 and Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov; 505-955-6303) **Committee Review:**
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Economic Development Advisory Committee: 12/08/2021
Governing Body: 12/08/2021

- b. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Vigil Coppler)
A Resolution Establishing Certain Criteria for Selection of a Purchaser of the Las Estrellas Property, Including a Local Preference and Other Minimum Criteria. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov and Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303)

Committee Review:

- Introduced: 09/09/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Economic Development Advisory Committee: 12/08/2021
Governing Body: 12/08/2021

7. **ACTION ITEMS: DISCUSSION**

- a. An Ordinance Granting NTS Communications, LLC, DBA Vexus Fiber, a Franchise to Operate a Telecommunications Network Within the City of Santa Fe (Terry Lease, Asset Development Manager,



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ECONOMIC DEVELOPMENT
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tjlease@santafenm.gov, 505.629-2206; Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 505.955-6502) Representing Vexus Fiber: Kyle Alcorn, Vice President Sales & Marketing, 573.481-2732, kyle.alcorn@vexusfiber.com

8. **PRESENTATION**

- a. Midtown Development Progress Report and Overview of Community Engagement & Development Plan Analysis. (Rich Brown - Director, Community & Economic Development Department: rdbrown@santafenm.gov, 505-955-6625; Daniel Hernandez, Principal Projecto, Midtown Redevelopment Project Manager: daniel@proyecto.is)

9. **PUBLIC COMMENT**

10. **MATTERS FROM STAFF**

11. **MATTERS FROM THE COMMITTEE**

12. **MATTERS FROM THE CHAIR**

13. **NEXT MEETING: Wednesday, January 12, 2022**

14. **ADJOURN**

**ECONOMIC DEVELOPMENT ADVISORY COMMITTEE
WEDNESDAY, NOVEMBER 10, 2021, 11:00 AM
ATTENDED VIRTUALLY**

1. CALL TO ORDER

The meeting of the Economic Development Advisory Committee was called to order by Councilor Vigil Coppler, Chair, at 11:00 am on Wednesday, November 10, 2021, and was attended virtually.

2. ROLL CALL

MEMBERS PRESENT

Councilor JoAnn Vigil Coppler, Chair
Ryan Cordova
Meghan McGarrity
Robert Lurcott
John Fiens
Kate Kennedy
(Vacancy)

MEMBERS ABSENT

Melissia Coleman, Excused
Johanna Nelson, Excused
Ryan Gallagher, Excused

OTHERS PRESENT

Rich Brown, Director, Department of Community Development
Janice Krish, Economic Development
Liz Camacho, Economic Development
Terry Lease, Asset Development Manager
Loretta Olguin, Economic Development
Andrea Salazar, Assistant City Attorney
Peter Mitchell, Regional Representative, NM Economic Development
Daniel Hernandez, Midtown Project Manager
Laura Esteves de Lrlanda, Founder and Co-Owner, Earth Travelers Teardrop Trailers
John Paul Bulow, Co-Founder, Beck and Bulow
Elizabeth Martin, Stenographer

3. APPROVAL OF AGENDA

MOTION A motion was made by Mr. Lurcott, seconded by Mr. Cordova, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Cordova, yes; Ms. McGarrity, yes; Mr. Lurcott, yes; Mr. Fiens, yes; Ms. Kennedy, yes; Chair Vigil Coppler, yes.

4. APPROVAL OF CONSENT AGENDA

None.

**5. APPROVAL OF MINUTES
OCTOBER 20, 2021**

MOTION A motion was made by Mr. Fiens, seconded by Mr. Cordova, to approve the minutes as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Cordova, yes; Ms. McGarrity, yes; Mr. Lurcott, yes; Mr. Fiens, yes; Ms. Kennedy, yes; Chair Vigil Coppler, yes.

6. ACTION ITEMS: CONSENT

None.

7. ACTION ITEMS: DISCUSSION

A. A RESOLUTION FOR THE PUBLIC NOTICE OF SALE OF THE LAS ESTRELLAS MASTER PLAN PARCEL

Chair Vigil Coppler reviewed the status of the Resolution regarding local preference in the RFP process and the updates made since the last Committee meeting.

Mr. Lurcott asked if there was a development plan for the nine parcels.

Ms. Salazar said there is an overlay Master Plan that was amended in 2005. That Plan overarches this property. It would need to be built out according to the Plan and what the HOA has approved regarding housing.

Mr. Fiens commented that it sounds like great progress had been made Madam Chair. If the local preference does not work out and local businesses are not given the contracts, there will be blow back in the community. This is a prime example of where we should go local. We have master builders and businesses locally who can execute the work that will be required. If it does not happen it will be important to spell out why.

8. PRESENTATION

A. MIDTOWN PROGRESS REPORT - LAND PLANNING

Mr. Hernandez presented a Power Point presentation updating the progress of the Midtown project.

Mr. Lurcott asked if a circulation system will be laid out in the development plan.

Mr. Hernandez said yes, it will.

Mr. Lurcott said he is looking for a physical location plan.

Mr. Hernandez said in the development plan we will show open spaces and the location of uses as well.

Mr. Lurcott said housing and affordable housing have been expressed as the top priority for this property in all of the outreach sessions. What is the thinking about the possibility of affordable housing. Across from Home Depot there is a 180 unit housing development that was recently completed. It is a very dense development. He went to the development and asked them if any of the apartments were affordable housing. He did not get an answer and is curious if the 15% affordable rule was followed.

Mr. Berke stated that development paid the “fee in lieu of” rather than building affordable housing. The Midtown Campus is within the Midtown Link Overlay which says you get more height if you commit to affordable housing. There is more than just a density bonus at Midtown.

Ms. McGarrity thanked the Midtown group for putting on the block party. It was a great event and was well attended. It was very nice and a lot of fun. With respect to Midtown moving forward, can it move forward without zoning addressed. Can areas such as demolition, storm drainage and fiber optic availability move forward.

Mr. Hernandez said we cannot reuse the buildings without zoning. We want to begin by securing a manager for the property. There will be some overlap in things as we move forward. We will begin with things such as the Visual Arts Center and keep moving forward. We are meeting weekly with the Public Works Department to work on projects to support the new development. It will happen later in 2022.

Mr. Cordova stated that he did not like the fact that we are just looking at affordable housing at Midtown. That site is so valuable and there is so much that can be done there. Affordable housing is super important, but this campus has so much potential. There is the film studio, a gym and instructional areas for teaching. Housing is not the simple answer. This is prime real estate.

Chair Vigil Coppler said affordable housing has never been the total plan. There are 64 acres. There is an opportunity to use some parcels of this land for affordable housing and connectivity with the Midtown Link. There are many other uses that are being discussed other than housing. She appreciates Mr. Cordova's comments and thinks there will be pieces of everything there.

Mr. Cordova said he would be the first to say we need affordable housing in Santa Fe, however; there is so much potential there that we can invest in.

Chair Vigil Coppler commented that there was an inquiry made nationwide early on in this process to see if there was an educational institution who was interested in locating here. There were no responses.

Mr. Fiens thanked Coach Cordova for bringing up a heroic point. We have a once in a lifetime opportunity, as a City, with an area in the center of the City. There are two multi-generational issues here. Coach makes a courageous point.

Mr. Fiens said slide 17 of the presentation shows that we are still in the dark about money. The City is the defacto manager here. There should at least be a profit and loss statement in these slides. Let's start looking at the money. We need to understand the expenses and the money we hope will be coming in. Mr. Brown do we have a report on what we are asking the Legislature for. How can we as a Committee help with that. Will an aggressive letter writing campaign, phone calls or appearances by Committee members help.

Mr. Brown said at our last meeting of this Committee we did talk about finances around the Midtown project. As to Legislative action, we received approval from the City Council on the City's Capital Outlay plan. In that plan, we are asking for \$10 million for the Midtown project from the Legislature. We will be having a Legislative Breakfast for our delegation and the leadership of the Legislature and will be presenting our requests. After that we hope that this Committee will support our ask. He will be presenting the information at our next Committee meeting.

Mr. Cordova said he appreciated the responses and asked if the Midtown group had reached out to remote campuses such as Kaiser and the University of Phoenix. There may be interest there or from prep schools or charter schools.

Mr. Brown said we have not had any interest from organizations like that, but we did have interest from universities. We are still entertaining discussions with those

entities. Midtown Campus will be a mixed use property. There will be housing, film and commercial entities located there. It will be more than housing.

Ms. McGarrity said other colleges and universities have been interested in coming to that campus before. There were a variety of challenges to that. Universities are operating differently with Covid. There is more online education done. Education opportunities on the campus should be from our own community education centers and local higher education entities.

B. SOUTHSIDE INNOVATION VILLAGE OVERVIEW

Mr. Brown introduced John Rizzo who gave a Power Point presentation regarding the Innovation Village vision.

Mr. Brown said he would be inviting Mr. Rizzo to come back to our meeting in January to talk about specifics.

Chair Vigil Coppler commented that this idea will be quite an adventure. It is something we have not seen before. Good luck to you Mr. Rizzo.

C. LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) BUSINESS GROWTH CANDIDATES OVERVIEWS

Mr. Brown said both of the companies listed in this item are present and will return to this Committee when the City LEDA funding is discussed.

Mr. Mitchell gave an overview of the State's LEDA support for the projects listed. He said that they are excited about both of these companies.

1. EARTH TRAVELERS TEARDROP TRAILERS

Ms. Esteves de Lrlanda gave an overview of Earth Travelers Teardrop Trailers, which was founded by her husband, Angel Lrlanda. The company manufactures teardrop trailers and sells them through their website. They expect to add four new employees this year.

2. BECK AND BULOW

Mr. Beck gave an overview of Beck and Bulow, which is a butcher shop in Santa Fe and a distributor to local restaurants. His partner, Mr. Bulow, lives on Kodiak Island in Alaska and will be facilitating their operation there to ship fresh seafood to their new distribution center in Santa Fe. LEDA funds will help with this and with a processing facility.

Mr. Brown said both of these companies are in the process of acquiring LEDA funds from the City. We are looking at providing \$25,000 for the teardrop trailer company and \$60,000 for Beck and Bulow from City LEDA funds. They will be back to this Committee to make that happen for them.

9. PUBLIC COMMENT

None.

10. MATTERS FROM STAFF

Mr. Brown said City Council will be talking about the possible uses of ARCA Federal Funds at the meeting tonight.

Ms. Krish reported that it will be Local Entrepreneurship Week in Santa Fe from November 8th to November 14th. The schedule of events for that week can be found on our website.

11. MATTERS FROM THE COMMITTEE

Mr. Fiens congratulated Mr. Rizzo on his idea and work and stated that he is looking forward to him coming back to a Committee meeting. He said this has been a grinder of a year. Economic Development has taken on things that have timelines. He is thankful for all they have accomplished and that the Committee has accomplished via Zoom. Economic Development is a great department that should be a management model for other departments in the City.

12. MATTERS FROM THE CHAIR

Chair Vigil Coppler wished everyone a Happy Thanksgiving and thanked Veterans for their service and all they have done for our country.

**13. NEXT MEETING
DECEMBER 8, 2021**

14. ADJOURN

There being no further business before the Committee the meeting adjourned at 12:58 pm.

Councilor JoAnne Vigil Coppler, Chair

Elizabeth Martin, Stenographer



City of Santa Fe, New Mexico

Memorandum



DATE: November 10, 2021

TO: Finance Committee: 11/29
QOL Committee: 12/01
EDAC Committee: 12/08
Governing Body: 12/08

VIA: Andrea Salazar, Assistant City Attorney *Andrea Salazar*
Sam Burnett, Facilities Division Director *J Samuel Burnett*

FROM: Richard Brown, Community and Economic Development Director

TOPIC: Request for the Approval of Amendment #2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics

ITEM AND ISSUE:

Request for the Approval of Amendment #2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics; increasing compensation in the total amount of \$250,000.00, to a new total of \$1,000,960.00 including NMGRT and extending the Term of the Agreement to December 31, 2023; Rich Brown, Director, Community & Economic Development, rdbrown@santafen.gov, (505) 955-6625, Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 955-6303

BACKGROUND AND SUMMARY:

On April 22, 2019, the City advertised a Request for Proposals (RFP #1937P) for Economic Analysis and Urban Planning for the Midtown Redevelopment project. Strategic Economics was selected and awarded a \$325,960.00 services contract. The scope of services provided by Strategic Economics include:

Economic Analysis

- Fiscal and Economic Analysis and Yield Evaluation
- Land Valuation Analysis and Financial Modeling
- Public Financing and Public Policy Analysis / Impact Fee Analysis
- Disposition and Development RFP Evaluation

Urban Planning

- Urban Planning and Design
- Land Use
- Redevelopment Planning and Revitalization/ Activation Strategies
- Disposition and Development RFP

In response to Covid-19 driven changes to the development and financial industries, the Midtown redevelopment project has increased in complexity. Due to this increased complexity, the City's Midtown Redevelopment Team processed Amendment #1 in December 21, 2020, which increased compensation by \$325,000.00, to a new total of \$650,960.00, and extended the term to December 31, 2021

Due to the departure of the KDC/Cienda Team the City is now tasked with completing more of the horizontal development and master planning work that was previously the responsibility of the Master Developer. As a result the Midtown Redevelopment Team requires an extension of the services provided to the City by Strategic Economics. The team requests the extension of the Term to December 31, 2023 and an

increase of their compensation of \$250,000.00, to a new total of \$1,000,960.00. As an on-call service, there is no guarantee to the contractor that the City will spend any or all of these funds. However, there is a guarantee to the City that the compensation will not exceed this amount.

PROCUREMENT METHOD:

Request for Proposals, RFP # 193 7P

FUNDING SOURCE:

MTC Planning & Site Preparation

The funding source is:

Fund Name/Number: GRT18355J

Munis Org Name/Number: 3359980

Munis Object Name/Number: 572970

ACTION REQUESTED:

Please approve Amendment #2 with Strategic Economics, extending their Term to December 31, 2023 increasing their compensation by up to \$250,000.00 to a new total of \$1,000,960.00.

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#19-0653**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 7, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Strategic Economics. (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 Agreement, Contractor has agreed to provide Economic Analysis and Urban Planning services for the City of Santa Fe.
- B. During the current Term of the Agreement, Strategic Economics has been unable to complete the scope of Work of the Contract due to the unexpected slowing down of the Midtown Campus project under the current COVID Pandemic.
- C. Pursuant to Article 13 of the Agreement, 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:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of **\$250,000** so that Article 2, paragraph A reads in its entirety as follows:

- A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed one million nine hundred sixty dollars, No Cents (**\$1,000,960.00**) plus applicable gross

receipts tax. **This amount is a maximum, not a guarantee that the work assigned to be performed by Contractor under this Agreement equal the amount stated herein. When the total amount is reached, the parties do not intend for the Contractor to continue to provide services without compensation. 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 compensated 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.**

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Agreement shall be effective when signed by the City and shall terminate on **December 31, 2023.**

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
STRATEGIC ECONMICS

ALAN WEBBER, MAYOR

DENA BELZAR, PRINCIPAL

DATE: _____

DATE: _____

CRS# _____

ATTEST:

Registration # _____

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY’S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 26, 2021 11:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

3359980.572970
Org/Object

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0653**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 2, 2019 the "Agreement"), between the City of Santa Fe (the "City") and Strategic Economics (the "Contractor") Item #19-0653. The date of this Amendment shall be the date when executed by the City and the Contractor; whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide Economic Analysis and Urban Planning services for the City of Santa Fe.
- B. During the current Term of the Agreement, Strategic Economics has been unable to complete the Scope of Work of the Contract due to the unexpected slowing down of the Midtown Campus project under the current COVID Pandemic.
- C Pursuant to Article 13 of the Agreement, for good and valuable consideration, and the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows.

AMENDMENT:

2. COMPENSATION

- 1. Article 2 of the Agreement is amended to increase the amount of compensation by a total of Three Hundred Twenty-Five Thousand Dollars and No Cents (\$325,000.00), plus applicable gross receipts tax so that Article 2 reads in its entirety as follows:
 - A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed Seven Hundred Fifty Thousand Dollars and No Cents

(\$750,000.00) plus applicable gross receipts tax. **This amount is a maximum, not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. When the total amount is reached, the parties do not intend for the Contractor to continue to provide services without compensation. 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 compensated 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.**

3. TERM

2. Article 3, Paragraph A of the Agreement is amended to extend the term of the Agreement by one (1) year so that Article 3 is amended in its entirety as follows:

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on December 31, 2021. Unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

B. Shelter in Place Extension. In the event the State of New Mexico or any other relevant local, state or federal authority issues a “shelter in place” order, or similar emergency order regarding COVID-19, that directly prevents the

Contractor from completing the Scope of Work, then the Term of this Agreement, or any holdover period then in effect, shall automatically be extended for a period equal to the duration of the emergency order's prevention of the Contractor's execution of the Scope of Work, but in no event shall the term exceed the period permitted by NMSA 1978, sec. 13-1-150.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement Item # 19-0653 as of the dates set forth below.

CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

Date: Dec 21, 2020

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
GB MEETING 12/09/2020 GC
CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:



MARY MCCOY, FINANCE DIRECTOR
Business Unit/Line Item: 3359980.572970

CONTRACTOR:

STRATEGIC ECONOMICS



Dena Belzer (Dec 3, 2020 15:05 PST)

Dena Belzar, Principal

TITLE Dec 3, 2020

Date: _____

CRS #: 03-500447-00-9

Business License: 20-00158722

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) The Scope of Work for the Economic Analysis and Urban Planning Team ("Planning Team") shall include the following services:

a. Economic Analysis

- i. Fiscal and Economic Analysis and Yield Evaluation
- ii. Land Valuation Analysis and Financial Modeling
- iii. Public Financing and Public Policy Analysis / Impact Fee Analysis
- iv. Disposition and Development RFP Evaluation

b. Urban Planning

- i. Urban Planning and Design
- ii. Land Use
- iii. Redevelopment Planning and Revitalization/Activation Strategies
- iv. Disposition and Development RFP Evaluation

B. **Performance Measures.**

1) Contractor shall substantially perform the following Performance Measures:

- a. Deliverables pursuant to the analysis, modeling, and evaluation outline above.
- b. Advice on decision making processes for the development of the Midtown Property.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in The Planning Guidelines for the City's Midtown Property.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed \$325,960. **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, 2020.** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

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. 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.

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 Section 38-3-1 (G) NMSA 1978. 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. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

- 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: Office of Economic Development, P.O. Box 909, Santa Fe, NM 87501

To the Contractor: [Strategic Economics, 2991 Shattuck Avenue, Suite 203, Berkeley, CA, 94705, c/o Dena Belzar, Principal].

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.

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

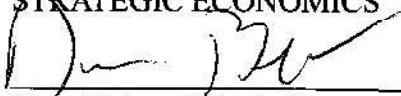
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 8/2/19

CONTRACTOR:

STRATEGIC ECONOMICS



Dena Belzar, Principal

DATE: 08-27-2019

CRS# 03-500447-00-9

Registration # 19-00158722

ATTEST:




YOLANDA Y. MIGIL
CITY CLERK

cc mtg. 7-31-19

APPROVED AS TO FORM:

 7/2/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 (for M. McCoy) 08.02.19
MARY MCCOY, FINANCE DIRECTOR
32161.572970.011990
Business Unit Line Item



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Nancy Ferrick PHONE (A/C. No. Ext): 510-465-3090 E-MAIL ADDRESS: nferrick@dealeyrenton.com	FAX (A/C. No):
	INSURER(S) AFFORDING COVERAGE	
License#: 0020739 STRAECO-01	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
INSURED Strategic Economics Inc. 2991 Shattuck Avenue, No. 203 Berkeley CA 94705	INSURER B: Travelers Casualty and Surety Co of America	NAIC # 31194
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2058989766

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6805F339381	1/30/2021	1/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6805F339381	1/30/2021	1/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP5F339485	1/30/2021	1/30/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4R861816	1/30/2021	1/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			106235453	1/30/2021	1/30/2022	Per Claim \$4,000,000 Annual Aggregate \$4,000,000

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

Umbrella Liability policy is a follow-form underlying General Liability/Employers Liability.

RE: All operations of the named insured. City of Santa Fe is named as Additional Insured for General and Auto Liability as required by written contract or agreement. Insurance is primary per policy form. A Waiver of Subrogation applies per the attached.

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice of Cancellation

City of Santa Fe
 P.O. Box 909
 Santa Fe, NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Borg

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
 - a. Limits of Insurance – The following limits of liability apply:
 1. The limits which you agreed to provide; or
 2. The limits shown on the declarations, whichever is less.
 - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
 - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
 - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 2. Supervisory, inspection or engineering services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SMALL BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers</p> | <p>C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies</p> <p>D. Incidental Medical Malpractice</p> <p>E. Blanket Waiver Of Subrogation</p> |
|---|--|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;

- b. An organization other than a partnership, joint venture or limited liability company; or

- c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

COMMERCIAL GENERAL LIABILITY

there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or
- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the

scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**,

COMMERCIAL GENERAL LIABILITY

of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:
 - a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
 - b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB4R861816

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Angela Berg

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____



City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: STRATEGIC ECONOMICS INC
DBA: STRATEGIC ECONOMICS INC

Business Location: 2991 SHATTUCK AVE 203
BERKELEY, CA 94705

CRS Number: 03500447009

Owner: STRATEGIC ECONOMICS INC

License Number: 158722

License Type: Business License - Renewable

Issued Date: September 20, 2021

Classification: Business Registration - Standard

Expiration Date: September 20, 2022

Fees Paid: \$35.00

STRATEGIC ECONOMICS INC
2991 SHATTUCK AVE 203
BERKELEY, CA 94705

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



Contractor Name: Strategic Economics

Procurement Title: RFP #1937P

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 Community and Economic Development Staff Name Andrea Salazar

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

Andrea Salazar Assistant City Attorney October 26, 2021
Department Rep Printed Name (attesting that all information included) Title Date

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

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

*



City of Santa Fe New Mexico


Memorandum



DATE: September 22, 2021

TO: Economic Development Advisory Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT



FROM: _____
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: Las Estrellas Local Preference

ITEM & ISSUE

To accomplish the master planned development of Las Estrellas, it is desirable to align the Governing Body's goals with prospective offerors. The City will prioritize the most monetarily beneficial sale that will provide a local preference for the purchaser, lender, and builder who will build out the land pursuant to the Las Estrellas Master Plan and honor the conditions, covenants, and restrictions of both the master and residential associations. The attached resolution provides for the minimum criteria for bidding on the land.

BACKGROUND AND SUMMARY

On December 17, 2019, the City of Santa Fe ("City") and Santa Fe Estates Incorporated, a New Mexico corporation ("Santa Fe Estates") terminated a 90-year old agreement between the parties. The City conducted an extensive due diligence process before obtaining the property. During the due diligence process, the City found that under the agreement Santa Fe Estates owed the City approximately \$3,016,171. In order to pay back its debt, Santa Fe Estates agreed to: i) give the City full ownership of the remaining 248.03 of Santa Fe Estates land, ii) assign the rights of declarant under the master and residential covenant conditions and restrictions, and iii) provide for 30 acre feet of water to be deposited in the City's water bank.

The appraised value of the total 248.03 acres of land was \$4,532,340.00; this consists of nine tracts of land known as: Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, Tract 8B-1A. Because the effective date of appraisal is more than 12 months old, the property will be re-appraised.

The Governing Body adopted Resolution No. 2021-16 regarding the sale of properties requiring approval by Governing Body for a public announcement at a public meeting on March 10, 2021. The Resolution exempted properties already announced as "for sale" at the time of the adoption of the resolution. Las Estrellas was announced as "for sale" at the time of the adoption of the Resolution 2021-16 and is therefore is exempt from its requirements.

ACTION REQUESTED:

Staff recommends approval of the resolution attached hereto.

ATTACHMENTS:

Resolution

Special Warranty Deed

Assignment & Delegation of Declarant Rights & Status

Surveys

Fiscal Impact Report

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

2 **RESOLUTION NO. 2021-__**

3 **INTRODUCED BY:**

4
5 Councilor JoAnne Vigil Coppler

6
7
8
9
10 **A RESOLUTION**

11 **ESTABLISHING CRITERIA FOR SELECTION OF A PURCHASER OF THE LAS**
12 **ESTRELLAS PROPERTY, INCLUDING A LOCAL PREFERENCE AND OTHER**
13 **MINIMUM CRITERIA.**

14
15 **WHEREAS**, on December 17, 2019, the City of Santa Fe (“City”) and Santa Fe Estates
16 Incorporated, a New Mexico corporation (“Santa Fe Estates”) terminated a 90-year-old
17 development and profit-sharing agreement between the parties, which resulted in the City
18 reacquiring fee simple title to 248.03 acres in the Northwest Quadrant of the City (Las Estrellas);
19 and

20 **WHEREAS**, during the due diligence process the City found that Santa Fe Estates owed
21 the City \$3,016,171;

22 **WHEREAS**, the 2020 appraised value of Las Estrellas is \$4,532,340.00;

23 **WHEREAS**, Las Estrellas consists of nine tracts of land: Tract NPR1, Tract NPR3, Tract
24 NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, and Tract 8B-1A; and

25 **WHEREAS**, the nine tracts of land are all subject to certain covenants, conditions,

1 restrictions and the Las Estrellas Master Plan, which governs the area’s zoning, density, minimum
2 requirements for affordable housing, and the location of open spaces (“Master Plan”); and

3 **WHEREAS**, the Governing Body wishes to sell Las Estrellas to a purchaser who will
4 develop it according to the applicable covenants, conditions, restrictions, and Master Plan; and

5 **WHEREAS**, the Governing Body wishes to offer a preference for bids from local
6 purchasers, purchasers who will use local lenders, purchases who use local title companies, and
7 purchasers who will use local builders; and

8 **WHEREAS**, in addition to the local preference and minimum criteria, the Governing Body
9 wishes to obtain at least the appraised value of the property.

10 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
11 **CITY OF SANTA FE** that the City will use the following criteria for selecting a purchaser for Las
12 Estrellas:

- 13 1. Minimum criteria, listed below;
- 14 2. A local preference for local purchasers, purchasers using local lenders, purchasers
15 using local title insurance companies, and purchasers using local builders of up to six
16 percent (6%), which is consistent with the weight of the local preference offered in
17 City procurement; and
- 18 3. Highest offered purchase price, as adjusted by local preference.

19 **BE IT FURTHER RESOLVED** that, to receive the local preference an offeror, lender,
20 and purchaser, as applicable, must hold City of Santa Fe or Santa Fe County business license and
21 submit proof of paying taxes as a Santa Fe City or County business.

22 **BE IT FURTHER RESOLVED** that the minimum criteria shall include the following:

- 23 1. a minimum bid of the appraised price or higher;
- 24 2. proof of financial ability to pay for the land;
- 25 3. proof of financial viability to develop the land in accordance with the Master Plan;

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- 4. an agreement to follow the Master Plan, covenants, conditions, and restrictions, including those of the homeowners association, and development guidelines; and
- 5. an agreement to dedicate all open spaces and rights of way in accordance with the Master Plan.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:

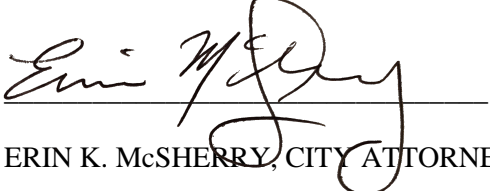

ERIN K. McSHERRY, CITY ATTORNEY

EXHIBIT A
to
Special Warranty Deed

"TRACT NPR1"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR1", CONTAINING 179.5337 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 11 AND PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND SITUATE IN THE CITY AND COUNTY OF SANTA FE NEW MEXICO, AS SHOWN ON "LOT SPLIT NORTH PART REMAINDER TRACT FOR SANTA FE ESTATES," PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON DECEMBER 19, 2016, HAVING PROJECT No. 170911-12 SFE LS AND RECORDED ON FEBRUARY 21, 2018, IN PLAT BOOK 830, PAGES 2-3, AS INST. # 1850508, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR3"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR3," CONTAINING 17.1781 ACRES MORE OR LESS AND REING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7," PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR4"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR4", CONTAINING 3.4258 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR5"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR5", CONTAINING 1.715 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11,

2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR6"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR6", CONTAINING 0.8608 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR7"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR7", CONTAINING 24.2737 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT 2"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT 2", CONTAINING 2.050 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "LOT LINE ADJUSTMENT FOR SANTA FE ESTATES INC.," PREPARED BY JAMES J. MEDRANO, NMPS, 5217, ON MARCH 1, 1995, HAVING PROJECT No. L – 436, AND RECORDED ON NOVEMBER 29, 1995, IN PLAT BOOK 321, PAGE 039, AS INST. #926-330, RECORDS OF SANTA FE COUNTY, NEW MEXICO. (Less and excepting therefrom those lands as contained in Warranty Deed to the State Highway Department for Right of Way recorded on May 8, 2000, in Book 1764, Page 299, as Inst. #1115-728, Records of Santa Fe County, New Mexico).

"TRACT 6A"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT 6A", CONTAINING 19.736 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 11 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "LOT SPLIT OF THE SOUTHWEST PART REMAINDER TRACT, LAS ESTRELLAS SUBDIVISION, TRACT 5C, TRACT RD, TRACT 5E & TRACT 6A", PREPARED BY DEAN SHRADER, NMPS, 12451, AND

RECORDED ON OCTOBER 4, 2007, IN PLAT BOOK 665, PAGES 47-48, AS INST. #1501993, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT 8B-1A"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT 8B-1A", CONTAINING 1.85 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "DIVISION PLAT OF TRACT 8B-1", PREPARED BY EDWARD M. TRUJILLO, NMPS, 12352, AND RECORDED ON MAY 1, 2015, IN PLAT BOOK 787, PAGE 023, AS INST. #1763362, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 11TH Day Of September, A.D., 2020 at 03:09:49 PM
And Was Duly Recorded as Instrument # 1927648
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy - DLROMERO



ASSIGNMENT & DELEGATION OF DECLARANT RIGHTS & STATUS

This Assignment and Delegation of Declarant Rights and Status (this "Agreement") is entered into as of September 10, 2020, by and between Santa Fe Estates, Incorporated, a New Mexico corporation ("Santa Fe Estates"), and The City of Santa Fe, a New Mexico municipal corporation (the "City").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. On January 25, 1930, Santa Fe Estates' predecessor-in-interest and the City entered into an agreement to develop certain real estate (the "Property").

B. Over time, Santa Fe Estates developed the Property, and, as part of the development of the Property, Santa Fe Estates recorded the Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on November 6, 2003 in Book 2702, pages 831-858, Instrument No. 1299,815, as amended by the First Amendment to Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on June 17, 2004 as Instrument No. 1333332, as further amended by the Second Amendment to Las Estrellas Residential Tracts Declaration of Covenants, Conditions and Restrictions filed for record on June 20, 2017 as Instrument No. 1828853, all in the records of Santa Fe County, New Mexico, (collectively, the "Declaration"), under which Santa Fe Estates retained the rights and duties of "Declarant".

C. Santa Fe Estates and the City have mutually agreed to terminate the development agreement, and, by this Agreement, Santa Fe Estates desires to assign and delegate to the City, and the City desires to accept from Santa Fe Estates, all Santa Fe Estates rights and duties as Declarant under the Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Pursuant to Section 1.7 of the Declaration, Santa Fe Estates hereby assigns without recourse and delegates to the City all of Santa Fe Estates' rights and duties as Declarant under the Declaration from and after the date hereof, and the City hereby accepts such assignment and delegation and assumes performance of all rights and duties first arising or accruing under the Declaration on or after the date of this Agreement. This Agreement shall be binding on the parties hereto and shall inure to the benefit of their respective successors and assigns. Upon the written request of the other, each party hereto shall execute and deliver such other documents and instruments as may be reasonably necessary to fully assign, transfer, and vest in the City or its successors and assigns all of Santa Fe Estates' rights and duties as Declarant under the Declaration. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

[Signatures and acknowledgments on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

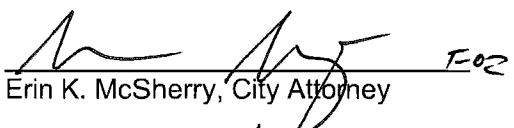
The City of Santa Fe,
a New Mexico municipal corporation

By: 
Alan Webber, Mayor

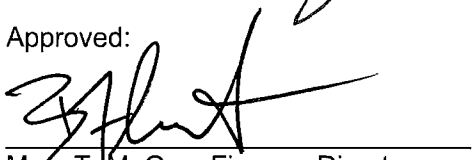
Attested:


Yolanda Y. Vigil, City Clerk

Approved as to form:

 F-02
Erin K. McSherry, City Attorney

Approved:

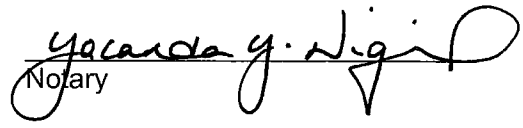

Mary T. McCoy, Finance Director

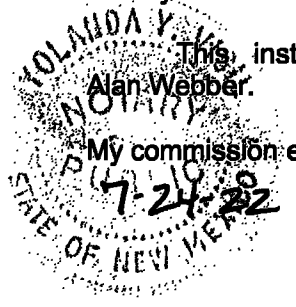
ACKNOWLEDGMENT

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 11, 2020, by Alan Webber.

My commission expires: 7-24-22


Notary





I Hereby Certify That This Instrument Was e-Recorded for
Record On The 11TH Day Of September, A.D., 2020 at 03:09:50 PM
And Was Duly Recorded as Instrument # 1927649
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

Deputy - DLROMERO

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DECLARANT RIGHTS & STATUS**

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THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. On January 25, 1930, Santa Fe Estates' predecessor-in-interest and the City entered into an agreement to develop certain real estate (the "Property").

B. Over time, Santa Fe Estates developed the Property, and, as part of the development of the Property, Santa Fe Estates recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Santa Fe Estates, filed for record on November 5, 2003 in Book 2701, pages 875-903, as Instrument No. 1299,655, records of Santa Fe County, New Mexico, as amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Santa Fe Estates, filed for record on June 17, 2004 as Instrument No. 133,3331 in the records of Santa Fe County, New Mexico (collectively, the "Declaration"), under which Santa Fe Estates retained the rights and duties of "Declarant".

C. Santa Fe Estates and the City have mutually agreed to terminate the development agreement, and, by this Agreement, Santa Fe Estates desires to assign and delegate to the City, and the City desires to accept from Santa Fe Estates, all Santa Fe Estates rights and duties as Declarant under the Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Pursuant to Section 1.8 of the Declaration, Santa Fe Estates hereby assigns without recourse and delegates to the City all of Santa Fe Estates' rights and duties as Declarant under the Declaration from and after the date hereof, and the City hereby accepts such assignment and delegation and assumes performance of all rights and duties first arising or accruing under the Declaration on or after the date of this Agreement. This Agreement shall be binding on the parties hereto and shall inure to the benefit of their respective successors and assigns. Upon the written request of the other, each party hereto shall execute and deliver such other documents and instruments as may be reasonably necessary to fully assign, transfer, and vest in the City or its successors and assigns all of Santa Fe Estates' rights and duties as Declarant under the Declaration. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

[Signatures and acknowledgments on following pages.]

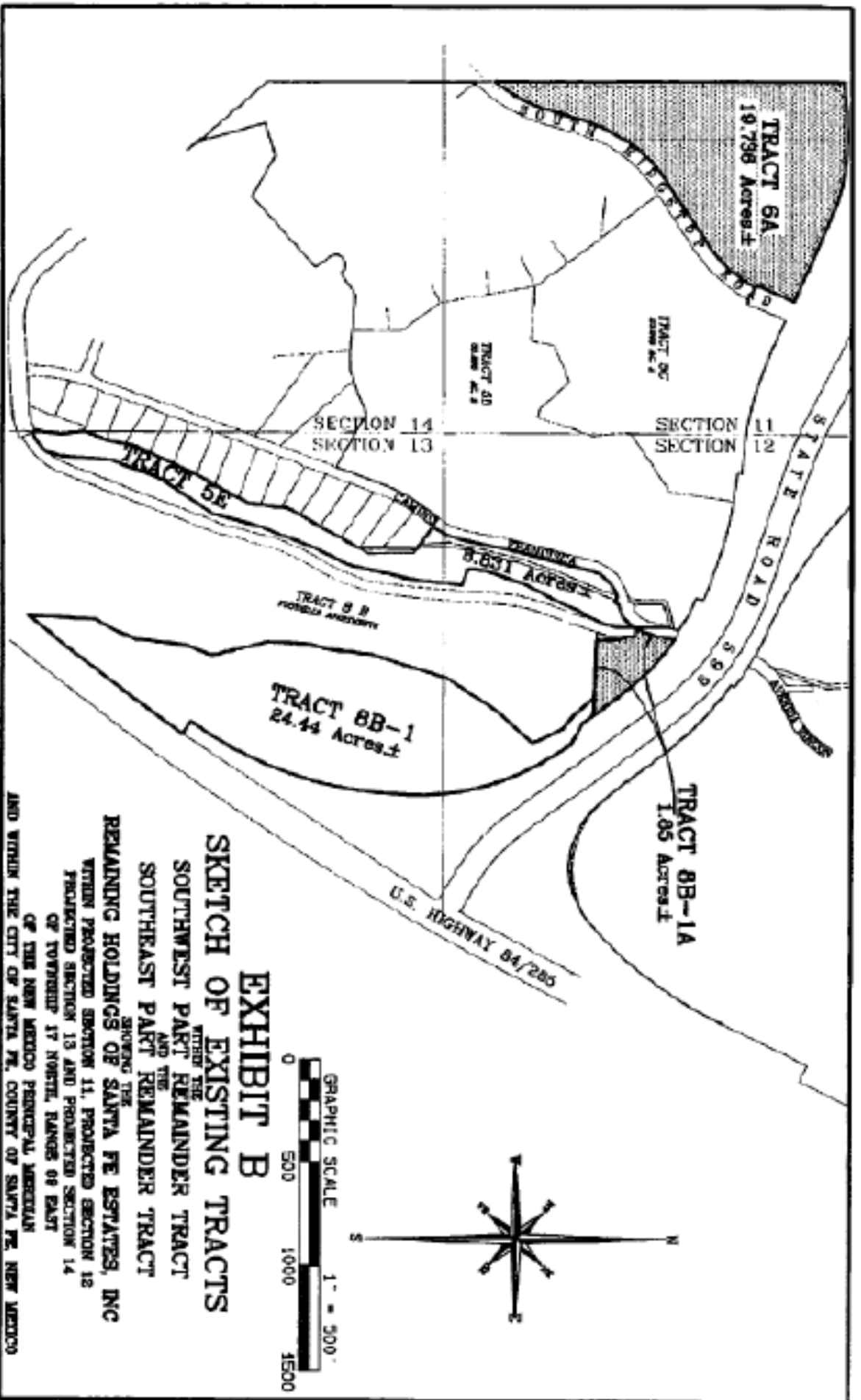


EXHIBIT B
SKETCH OF EXISTING TRACTS

WITHIN THE
SOUTHWEST PART REMAINDER TRACT
 AND THE
SOUTHEAST PART REMAINDER TRACT

SHOWING THE
REMAINING HOLDINGS OF SANTA FE ESTATES, INC
 WITHIN PROJECTED SECTION 11, PROJECTED SECTION 12
 PROJECTED SECTION 13 AND PROJECTED SECTION 14
 OF TOWNSHIP 17 NORTH, RANGES 08 EAST

OF THE NEW MEXICO PRINCIPAL MERIDIAN
 AND WITHIN THE CITY OF SANTA FE, COUNTY OF SANTA FE, NEW MEXICO

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Las Estrellas Local PreferenceSponsor(s): Councilor Vigil CopplerReviewing Department(s): Community and Economic DevelopmentStaff Completing FIR: Rich Brown Date: 11/17/21 Phone: 505-955-6625Reviewed by City Attorney: *Eric McElroy* Date: Nov 24, 2021Reviewed by Finance Director: *Mary McCoy* Date: Nov 29, 2021**Summary:**

The Resolution establishes criteria for the sale of the Las Estrellas property. In particular, it specifies that the City will consider the amount offered by an offerer, in combination with a local preference, for the purchaser, lender, and builder who will build out the land pursuant to the Las Estrellas Master Plan and honor the conditions, covenants, and restrictions of both the master and residential associations.

Departments Affected:

Community and Economic Development and the City Attorney's Office.

Consequences of Not Enacting Legislation:

If this Resolution is not enacted the City may offer the property for sale without being required to offer a local preference or the outlined minimum criteria for bidding that are described in the Resolution.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Because the Las Estrellas property was already announced as "for sale" at the time the Governing Body adopted Resolution 2021-16, the property is not subject to the requirements in that Resolution.

Performance and Administrative Implications:

The Resolution's local preference of up to 6% for "local purchasers, purchasers using local lenders, purchasers using local title insurance companies, and purchasers using local builders". The resolution does not establish the relative benefit for each of these local components, so staff will need to determine how to attribute the percentage preference amongst these components in a way that makes sense.

Fiscal Implications:

The requirements of the resolution do not require additional expenditures per se because a new appraisal and the cost for advertising the sale of the property will be needed to sell the property, whether or not the Governing Body establishes minimum criteria, including a local preference.

Offering a local preference, however, could result in the City receiving less for the property than it could if it does not offer the local preference. For example; if a local offerer bids \$4,750,000 and qualifies for all local preferences (6% total), and is selected over a non-local offerer that bids \$5,000,000, the City could receive \$250,000 less in revenue for the sale.

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____
<u>Benefits*</u>						
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____
<u>Contractual/</u>	\$6,000	\$27,000	\$ _____			2122800
<u>Professional Services</u>		_____				_____
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	
<u>Total:</u>	\$6,000	\$27,000	\$ _____			

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The cost of a new appraisal is necessary to place the land on the market and advertising costs to place online, in the paper, and around successful offering marketing expenditures will also be required.

Revenue

Revenue Type	FYE 22	FYE	FYE	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$4,532,340	\$ _____	\$ _____	NR	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$4,532,340	\$ _____	\$ _____		

Revenue Narrative:

\$4,532,340.00 is the 2020 appraised value of the Las Estrellas property. A new appraisal has been ordered.

Placing Las Estrellas on the market will remove an asset that the City cannot develop and bring in revenue in at least the amount that the former Santa Fe Estates Developers owed the City at the time the land returned to City ownership. To insure a successful offering, certain marketing expenditures for advertising will also be required as identified in the expenditures listed below.

Fiscal Impact

 X Check here if no fiscal impact

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Vigil Coppler)
 A Resolution Establishing Certain Criteria for Selection of a Purchaser of the Las Estrellas Property, Including a Local Preference and Other Minimum Criteria. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303)

Committee	Review:
Introduced:	09/09/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Economic Development Advisory Committee:	12/08/21
Governing Body: 12/08/21	

FINANCE COMMITTEE ACTION:
 Denied motion to approve on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT	X		
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH	X		
CHAIRPERSON VILLARREAL		X	

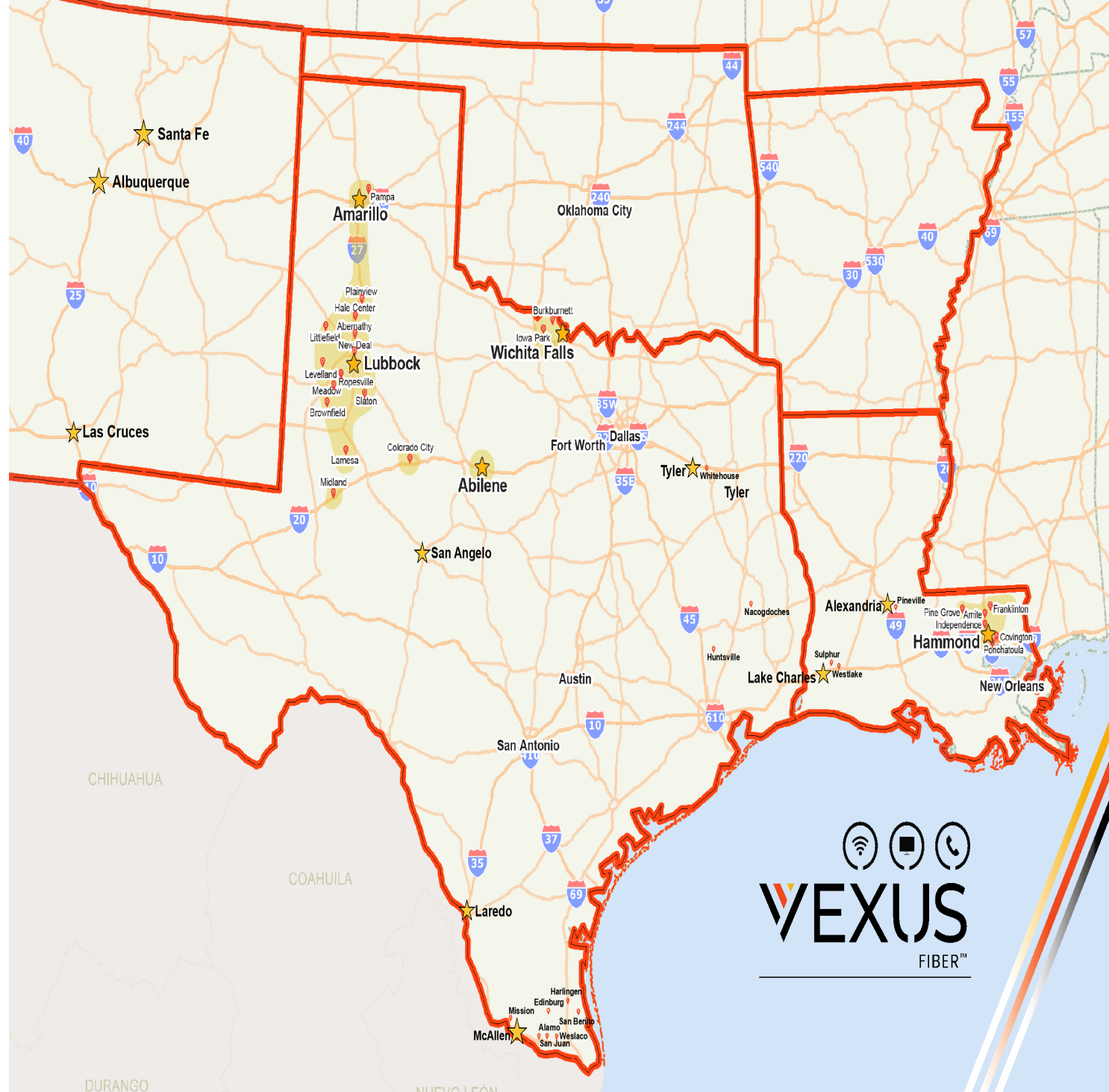
01/13/21



Bringing High-Speed Broadband to Santa Fe, New Mexico



**Vexus is established
in 35 cities across
Texas and Louisiana,
including Lubbock and
Amarillo, Texas.**





SPEEDS

10 Gig Network

Starting Service at 1 – 2 Gigs

10x faster than average
current service

FUTURE USE

10 Gig Network accommodates future devices and applications such as AI and AR.

COMMERCIAL AND RESIDENTIAL

High-Speed Fiber to the premises



COSTS TO CONSUMERS

Comparable to current service
but faster speeds

\$35 million investment in Santa Fe.

**All Fiber. The entire city gets
service.**

No neighborhood left out.





JOBS

50 full-time construction jobs

35 permanent jobs



SCHEDULE AND TIMELINE

If approved -

4-month engineering and planning

First service available 2nd Quarter of 2022

Entire city installation completed 24-36 months
from start of construction



BENEFITS OF HIGH-SPEED BROADBAND

Better working and learning from home experience

Gigacity status increases property values and makes your city more attractive for business investment.

Can handle multiple devices

Symmetrical upload and download speeds

Meets today's needs, but is also future-proof



**Vexus Fiber
is excited about
coming to Santa Fe.**

THANK YOU!

MIDTOWN

SANTA FE



What's ahead in 2022...

...the City is leading a team of planning and public engagement consultants to create **two inter-connected plans** that will be combined to create the Midtown Redevelopment Plan.

- 1. DEVELOPMENT FRAMEWORK PLAN:**
lays out land uses and infrastructure framework to enable future development and investment.
- 2. COMMUNITY DEVELOPMENT PLAN:**
identifies community goals and benefits that will be delivered as development occurs.

These inter-connected plans will guide the City and allow for- and non-profit developers to implement development incrementally over time

What will inform the Community Development Plan?

The Community Development Plan will be informed by the Public Engagement activities that have been ongoing:

- LINC overlay planning activities
- Midtown Concept Planning in 2018
- Midtown Engagement Partners and Urban Planning and Economics Team events in 2021
- Ongoing letters, e-mails, discussions, and civic forums submitted by the public

The City took an unprecedented approach to the Midtown Public Engagement effort, which required much trust, gratitude, and leadership of the Mayor's administration and Governing Body.

This December Progress Report presentation provides an opportunity to hear from DPAC and the Midtown Engagement Partners

A look at Midtown Public Engagement

THE APPROACH

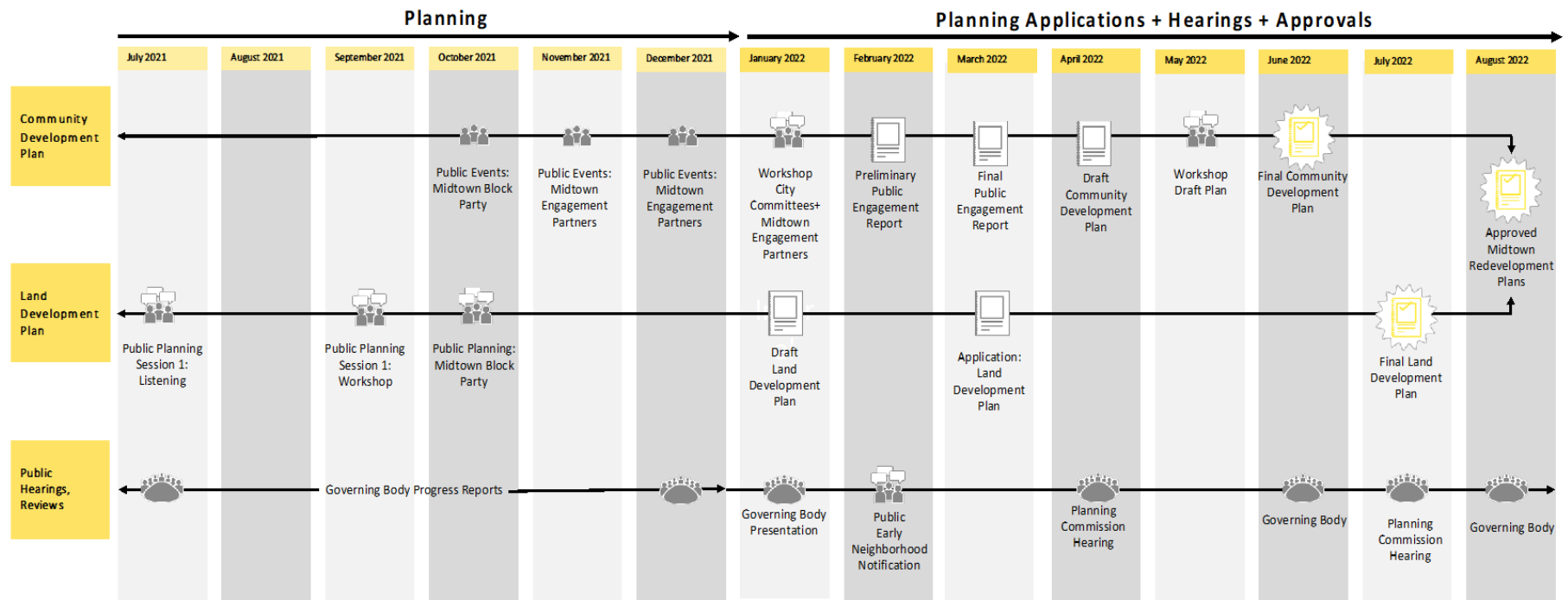
The City supported local community organizations with a shared commitment to equitable, welcoming, and meaningful participation in public policy making and planning.

The City contracted the UNM Design & Planning Assistance Center (DPAC) to manage the public engagement effort and apply its practical planning experience, academic perspective, and community planning approach.

Local community organizations, selected through a Request for Proposals, developed the public engagement process and activities, as well as hosted and facilitated events.

Their process will be summarized in a final Public Engagement Report, which will inform the City's Midtown Community Development Plan.

Midtown District - Development Planning Timeline



Community Development Plan

This December Progress Report presentation provides an opportunity to hear from DPAC and the Midtown Engagement Partners.

The Public Engagement Addendum to this monthly presentation, submitted by DPAC and the MEPs provides a summary of the work to date.

**Please refer to the Dec 2021-Progress Report-
Midtown_07DEC2021_Public Engagement Addendum**

MIDTOWN SANTA FE

For Midtown Information

www.MidtownDistrictSantaFe.com

For more information about Midtown community events:

<https://www.cultureconnects.site/>

Update_8 Dec 2021

2021 Public Engagement for Midtown District Santa Fe

Inclusive, Equitable, Transparent, Accessible
Influential/Consequential



Key Phases in the Public Engagement contract for Midtown

The City contracts with UNM DPAC to manage and coordinate a community-based process



1. **Partner** with local, community-based organizations (Q1 2021)
2. **Co-Create** a Community-Driven Engagement Program (Q1-2 2021)
3. **Engage** community members in multiple, different, and effective ways...and collect input and feedback (data) (Q3-4 2021)
4. **Analyze** data gathered; synthesis and summarize as findings and community goals for development at Midtown (Q1 2022)
5. **Identify** promising practices for achieving community goals (recommendations) (Q1 2022)
6. **Incorporate** community goals and recommendations into Community Development Plan (Q1-2 2022)



How is it going?

What have we been doing?

What's next?



What we've achieved so far and where we are going

1. Partner with **local, community-based organizations** (Q1 2021)
2. Co-Create a **Community-Driven Engagement Program** (Q1-2 2021)
3. Engage community members in **multiple, different, and effective ways...and collect input and feedback (data)** (Q3-4 2021)
4. **Analyze data** gathered; **synthesize and summarize** as findings and community goals for development at Midtown (Q1 2022)
5. **Identify promising practices** for achieving community goals (recommendations) (Q1 2022)
6. Incorporate community goals and recommendations into **Community Development Plan** (Q1-2 2022)



Phase 1. Partner w/ Local, community-based Organizations

The Midtown Engagement Team

Public Engagement Consultant:
Managing the collaboration with the City

University of New Mexico • School of Architecture and Planning • Design Planning Assistance Center (DPAC)

Midtown Engagement Partners:
Steering Process and Leading Engagement

Chainbreaker Collective, YouthWorks, Earth Care,
Santa Fe Art Institute, Littlelobe

MAP Round 2:
Conduct Specific Engagement Activities

Santa Fe Indigenous Center, Friends of Santa Fe Public Library, Fathers NM, La Familia Medical Center

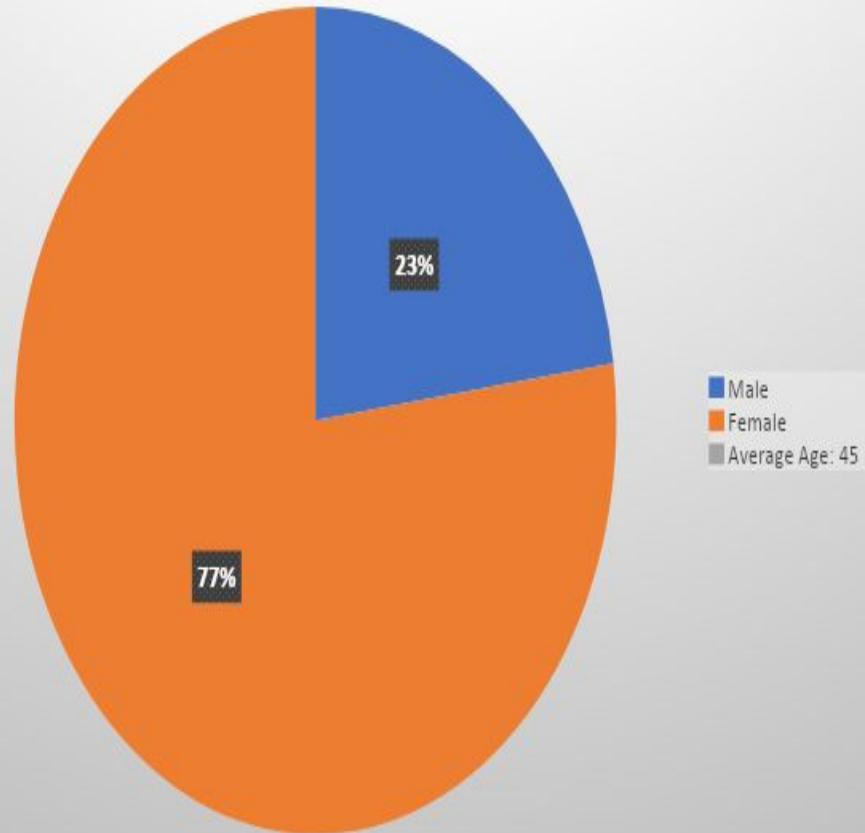
Santa Fe Indigenous Center

The **Santa Fe Indigenous Center** is designed by and for Indigenous Peoples with the mission of supporting, promoting, and enriching our vital, diverse community by identifying and serving the needs and interests of our people.

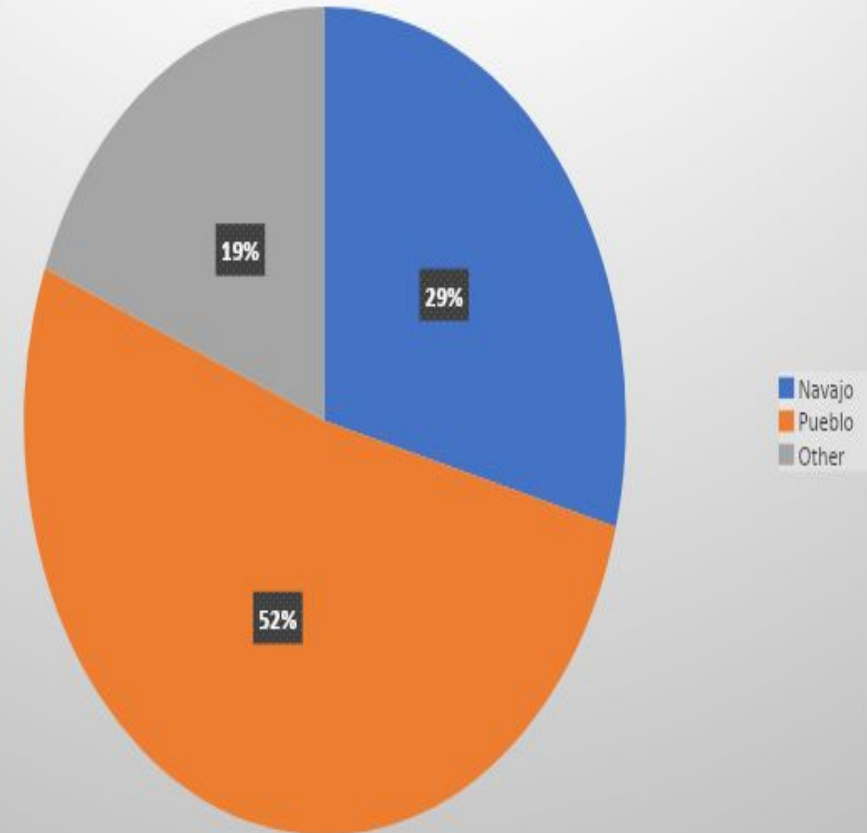




By Gender



By Tribe



2020 Food & Care Bundle Distribution

By Gender

- 200 Native families received Financial Assistance
- \$85,000+ distributed for rent, utilities, travel costs and vehicle repairs.

By Tribe

- 24 Bi-monthly distribution in one year
- 2800+ Native family members served
- Specialty care bundles for seniors and babies.

Fathers New Mexico

The background is a solid teal color. On the right side, there are several decorative elements: a large, semi-transparent pie chart with a dark teal slice; a smaller pie chart above it; another pie chart below that; a fourth pie chart further down; and a bar chart at the bottom right with four vertical bars of increasing height from left to right.

Fathers New Mexico's provides support, resources, and skills to promote healthy and responsible fathering in young families. Fathers New Mexico nurtures connections between the father, the family, and the community to promote self, family, and community health.

La Familia Medical Center

La Familia Medical Center's fosters community well-being in partnership with our patients by providing excellent, accessible, family-centered medical, dental and behavioral health care.



Your Place Your Health Your Voice

La Familia

MEDICAL CENTER

SANTA FE, NEW MEXICO



MEDICAL • DENTAL • BEHAVIORAL HEALTH

Yazil Rodriguez, Community Care
Coordinator

Jasmine Meyer, Community Health Director

Engagement Format



Community Asset Mapping - a strength-based approach to community development.



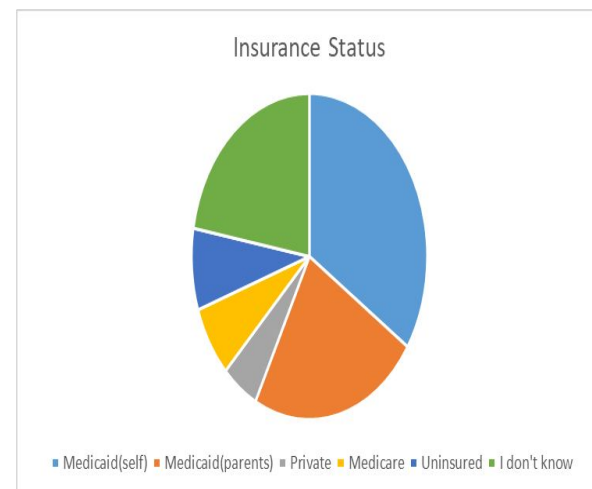
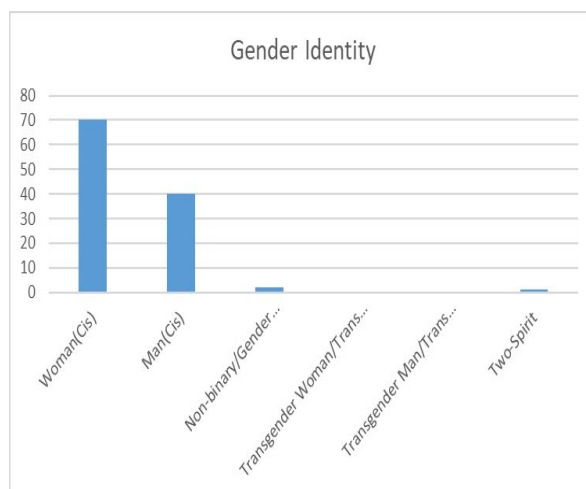
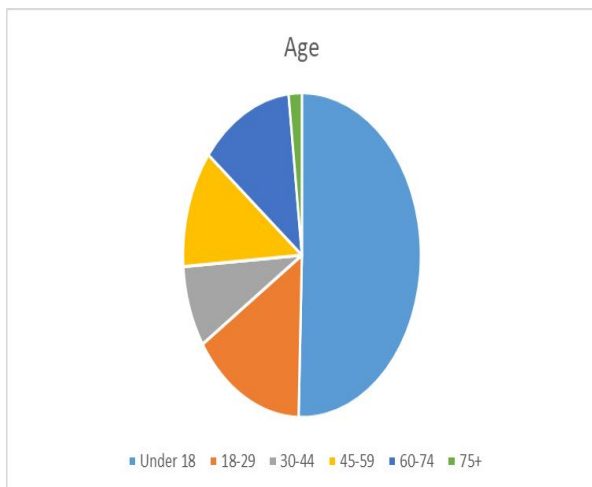
Our goal: To engage underrepresented community members in voicing their needs, barriers, facilitators, accessibility, & creative vision for health equity in Santa Fe, in Midtown District, & at La Familia Medical Center (LFMC).



Main question asked: "What would you like to see in the Midtown District that would better your overall health?"



LFMC_engaged 138 Participants



Race/Ethnicity

Race:	Native American/Alaska Native	Asian/American	Black/African American	Middle Eastern/North African	Native Hawaiian/Other Pacific Islander	White	Unspecified
Hispanic	3	0	3	1	0	3	82
Non-Hispanic	2	0	6	1	1	13	0

Farmers Market Shelter
Recreation Center

Event Center
Walking Trails
Counseling/Therapy
Women's Resource Center/Sanctuary
Quality Education
Dog Park
Laboratory
Teen Health Clinic
Museum
Community Garden
Rehabilitaion Center
Food Distribution Center
Donation Center
Animal Shelter
Parks
Food Distribution Center

Safe Space

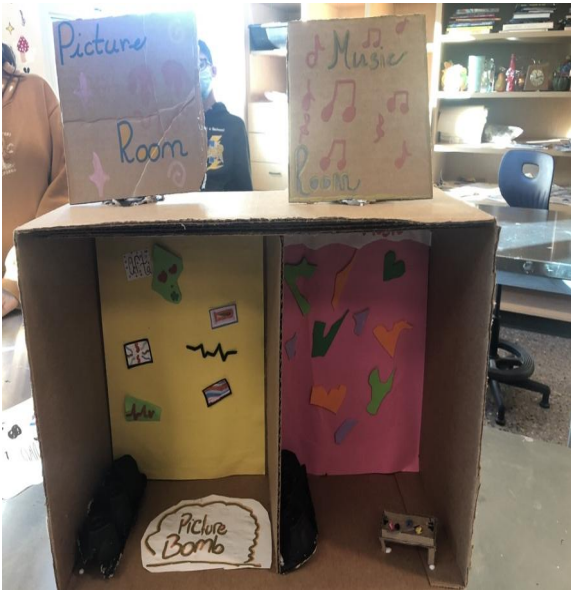
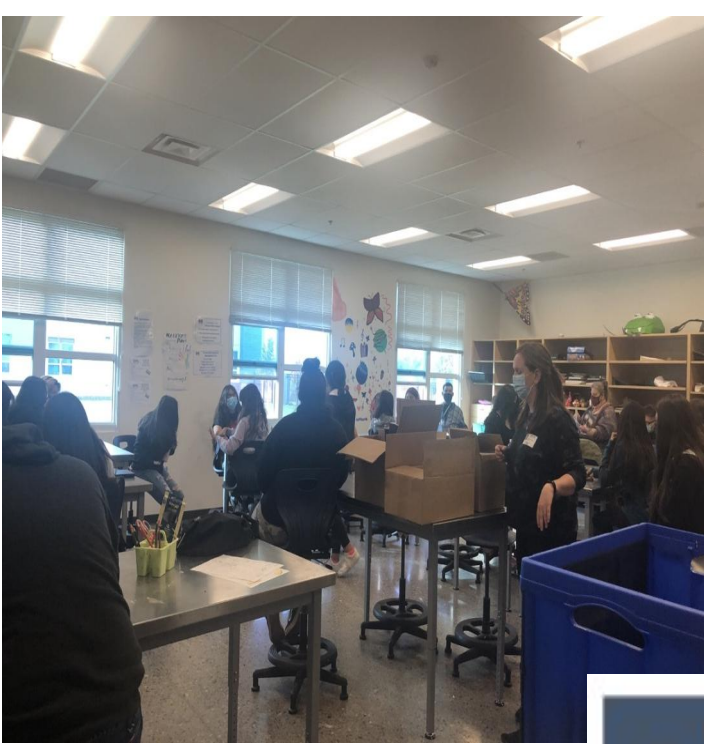
Affordable/Free
Venues for Small Businesses
Child Care
Housing
Reliable & Functional
Transportation
Hygiene Stations
Resource Center
Shopping Center
Access to Nutritious Food
Study Space
Access to WIFI & Computers
Senior Center

Youth/Teen Center
Entertainment Center
Dental Clinic
Black Box Theater
Library
Jobs
Library

Friends of the Santa Fe Public Library



The Friends of the Santa Fe Public Library advocates for and supports the public library by providing funding for programming, services, and materials that enrich our diverse community (working with the SF Community Educators Network)



"There is a very important need for a central archive and hub of Santa Fe's history. There are others who represent aspects of the community and history, but none that represent the community as a whole such that the archive is truly representative of the people of this place." -Survey Participant



Santa Fe Public Library
Community Services Department, City of Santa Fe, New Mexico



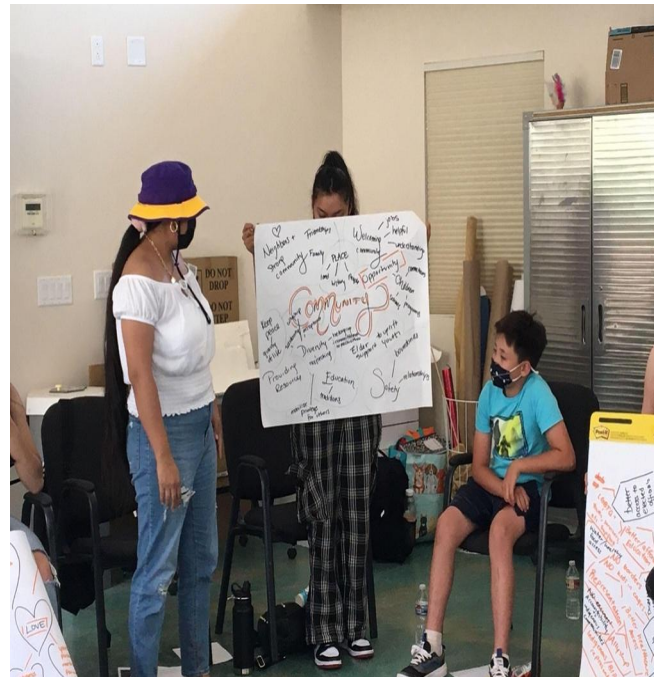
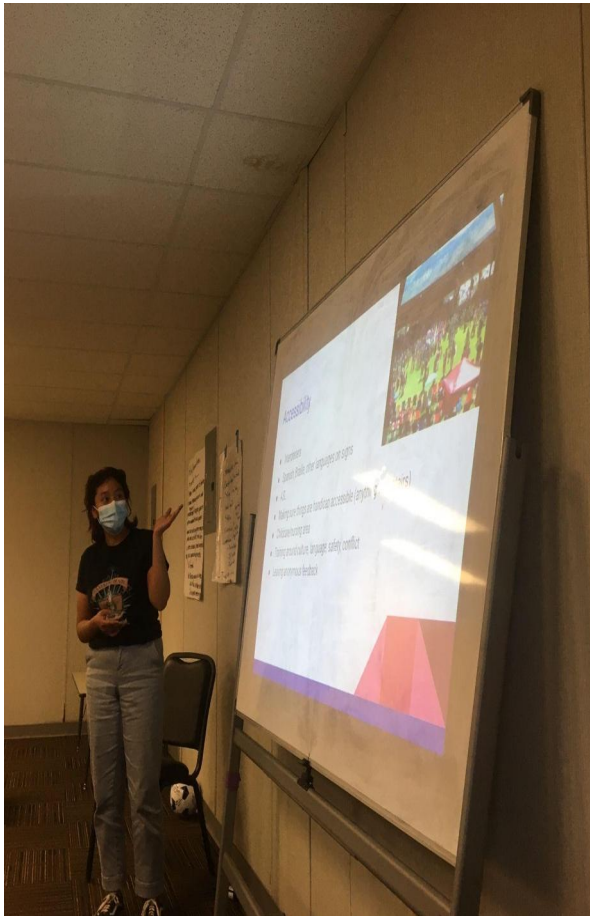
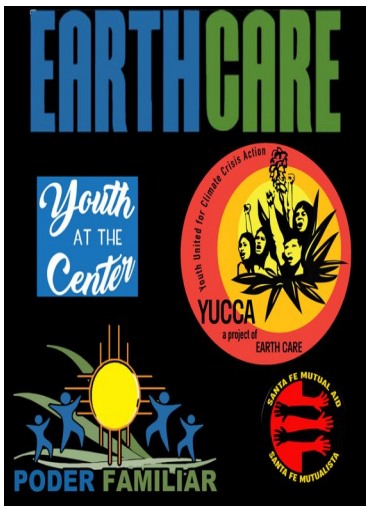
MIDTOWN
MOVING FORWARD

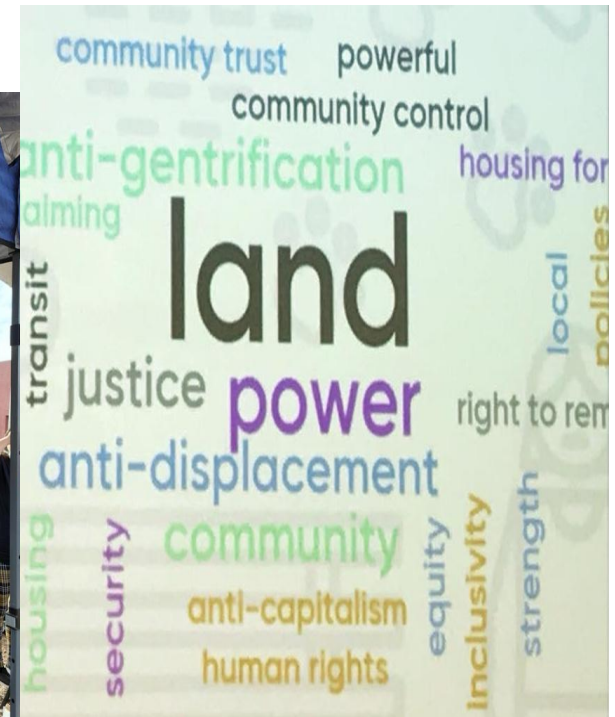
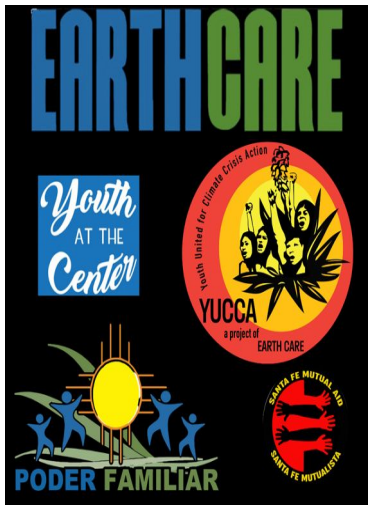


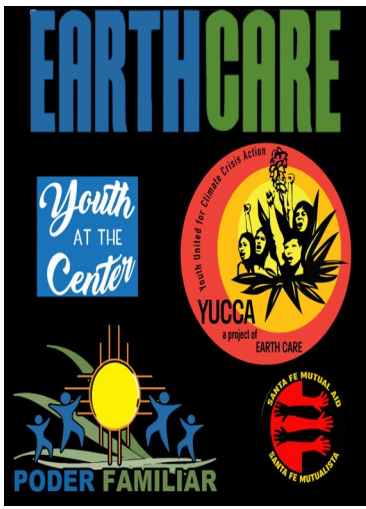
Earth Care

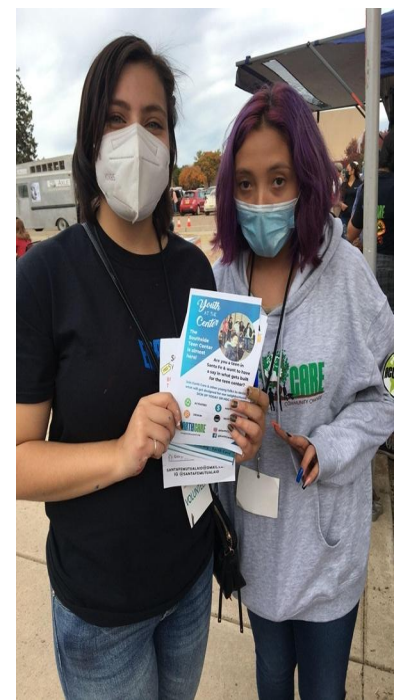
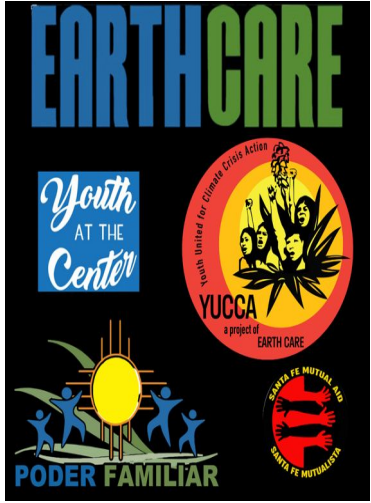
Earth Care is a community-based organization led by youth & families organizing to build a healthy, just, and sustainable world (youth, Indigenous & communities of color, low-income)











YouthWorks Santa Fe

YouthWorks' mission is to address the need in Northern New Mexico for programs for Opportunity Youth ages 14-24. YouthWorks delivers services that feature alternative education and job training programs and placement, and wraps all programs with life skills training, job coaching, counseling services, and intensive case management.



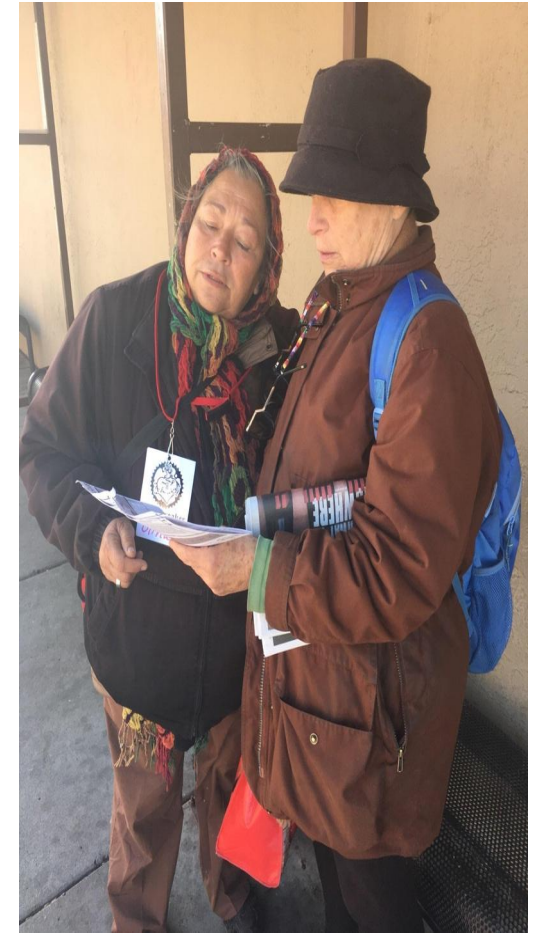
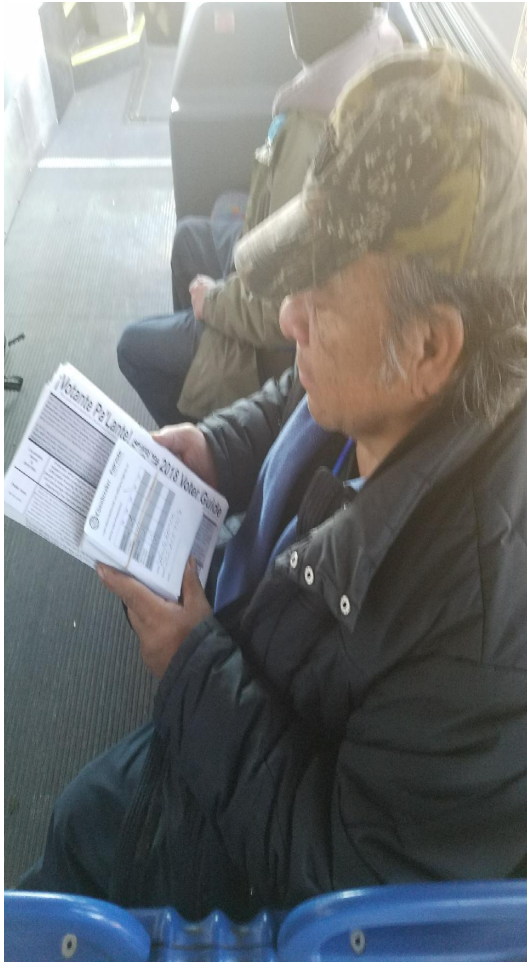


Chainbreaker Collective

Chainbreaker is a membership-based economic and environmental justice organization located in and led by residents of Hopewell Mann (largely low-income and Hispanic renters)

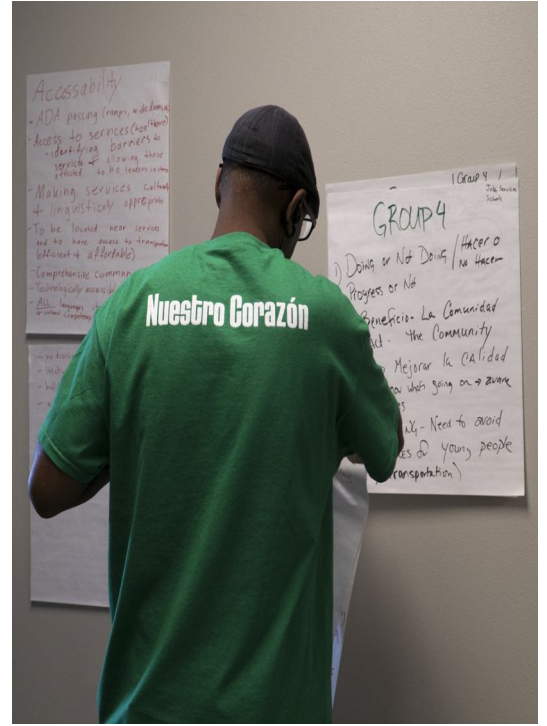
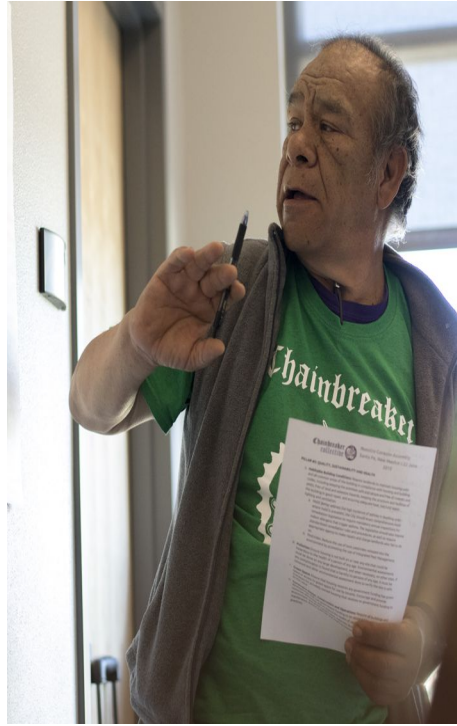












EQUITABLE DEVELOPMENT AND RISK OF DISPLACEMENT:

Profiles of Four Santa Fe
Neighborhoods



August 2015
humanimpact.org



HEALTH, HEALING AND HOUSING IN SANTA FE

A research brief on community land trusts, Midtown, and a vision for
post-pandemic development

HumanImpact.org/CommunityLandSantaFe



SEPTEMBER 2020



EVICIONS IN THE COVID-19 ERA:

A threat to family and community health in Santa Fe

December 2020

APRIL 2021 - Part II

EVICIONS IN THE COVID-19 ERA:

Successes and limitations of moratoria to keep people housed and healthy in Santa Fe



HumanImpact.org/SantaFeEviction

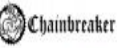
HumanImpact.org/SantaFeEviction



Beyond Recovery

Policy Recommendations to Prevent Evictions and Promote Housing Security in Santa Fe

PolicyLink



August 2021



Santa Fe Art Institute

SFAI

Santa Fe Art Institute is located on-site; they support and amplify dynamic artistic practices that engage complex social issues, inspire individual transformation, and inform collective action (community arts)





CASA ALEGRE

LA CANADA

YOUNG PARK

MIDTOWN LINC

SFHS

CANDLELIGHT

LA CIENEGUITA

BELLEMAH

HOPEWELL

MIDTOWN

Stories

We received a grant from the National Endowment for the Arts to build a “cartography of creativity” that shows our community’s cultural values and assets through Stories - in particular stories of the neighborhoods adjacent to the Midtown Site. Please click on the link below to add your voice!

Culture Connects Midtown Santa Fe

English

Español

Midtown Stories



September 24, 2020

Inez Russell

Inside the house, our family has made a sanctuary, collecting the santos and Native drums of our heritage



August 25, 2020

Gayla Bechtol

Safety, Variety, Shared and Private.
Perhaps these are my most important story backgrounds.



August 11, 2020

Geoffrey Gorman

Every day I look out on this ant hill. They get up and start working about an hour after dawn

UNSETTLED SERIES

RE-CENTERING

SANTA FE /

SOCIAL

STRUCTURES

December 18 - February 19

2021

RE-CENTERING

SANTA FE

SOCIAL STRUCTURES

DECEMBER 21 — FEBRUARY 19

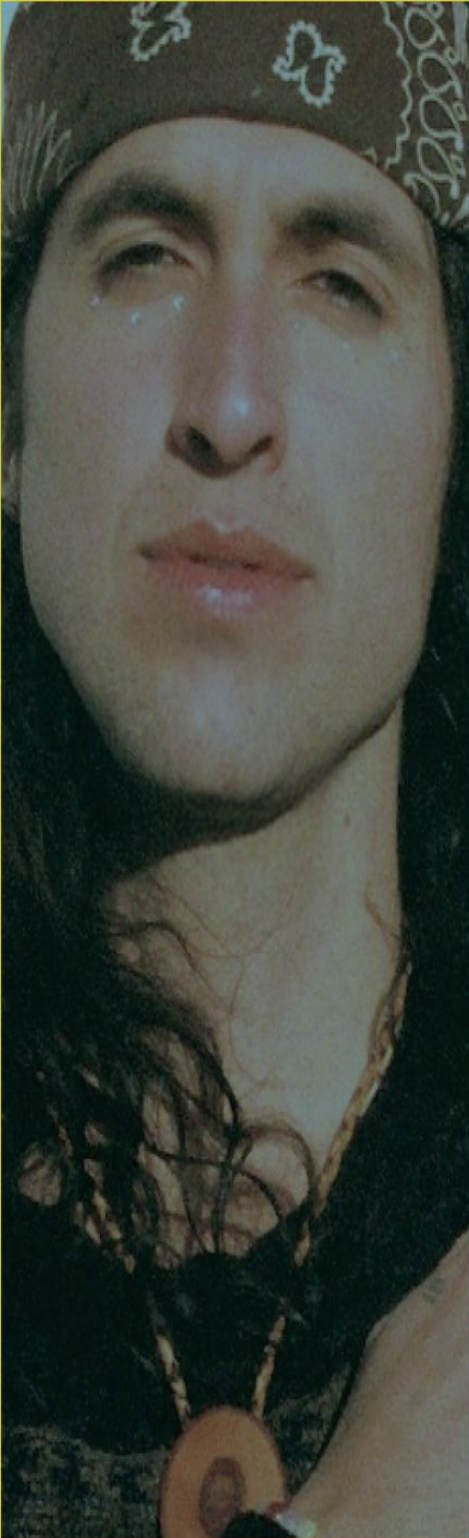


TILT PODCAST / EPISODE 5

UNSETTLED SERIES

December 7 - March 11

2021



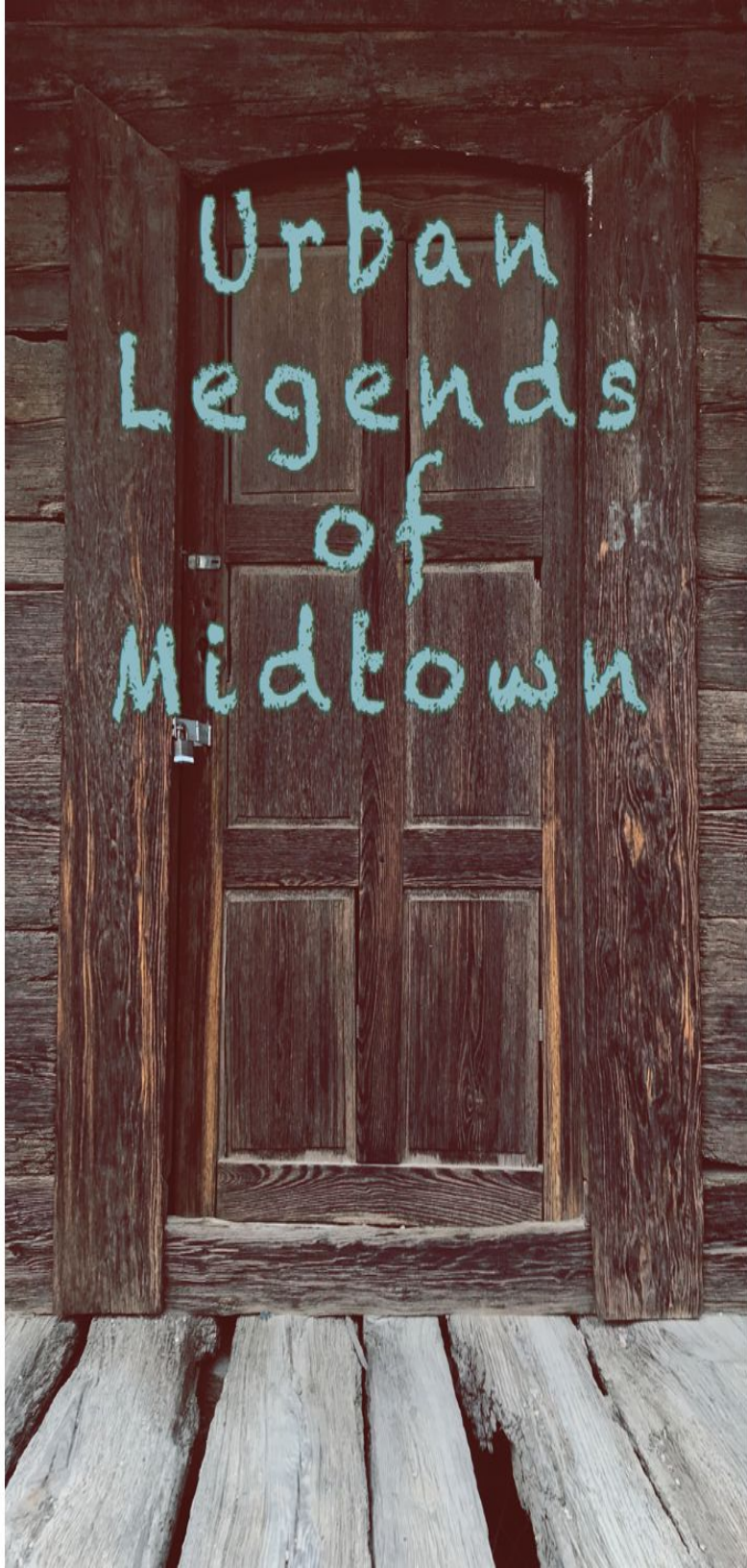
[Click to Podcast](#)

At the Heart of Oga Po'geh

January 2021









Follow QR codes through out to see other stories about Midtown.

Listen to Brother Mouton - a man who helped build Santa Fe's beloved campus.



Let Gnomie
be your guide!

Map of the
Midtown Site

Littlelobe

Littlelobe is committed to interdisciplinary, collaborative art projects and believes our communities thrive when everyone is seen and heard (community arts)





MIDTOWN
MOVING FORWARD
BLOCK PARTY!

ROUND ROBIN FILM WORKSHOPS

*Bringing community voices to the
development of Midtown*

OCT 23

10AM - 5PM

YOUTH FILM WORKSHOP: 10:15-12:30
ADULT FILM WORKSHOP: 2-4PM





Midtown Block Party

Held on 23 Oct 2021



VISUAL ARTS CENTER

MARION CENTER FOR
PHOTOGRAPHIC ARTS

THAW ART HISTORY CENTER

TISHMAN HALL

TIPTON HALL















Midtown Block Party

October 23rd, 2021

1000 attendees

204 pumpkins given out

720 meals served

52 volunteers

435+ surveys collected

31 community filmmakers

80 screens printed

100+ scavenger hunters

50 prizes & **10** bikes given away

37 mural painters

The background is a solid orange color. In the top-left corner, there are three vertical bars of varying heights, each composed of several overlapping rounded rectangular segments. In the bottom-right corner, there are four vertical bars of varying heights, also composed of overlapping rounded rectangular segments.

Block Party Survey Responses by the numbers

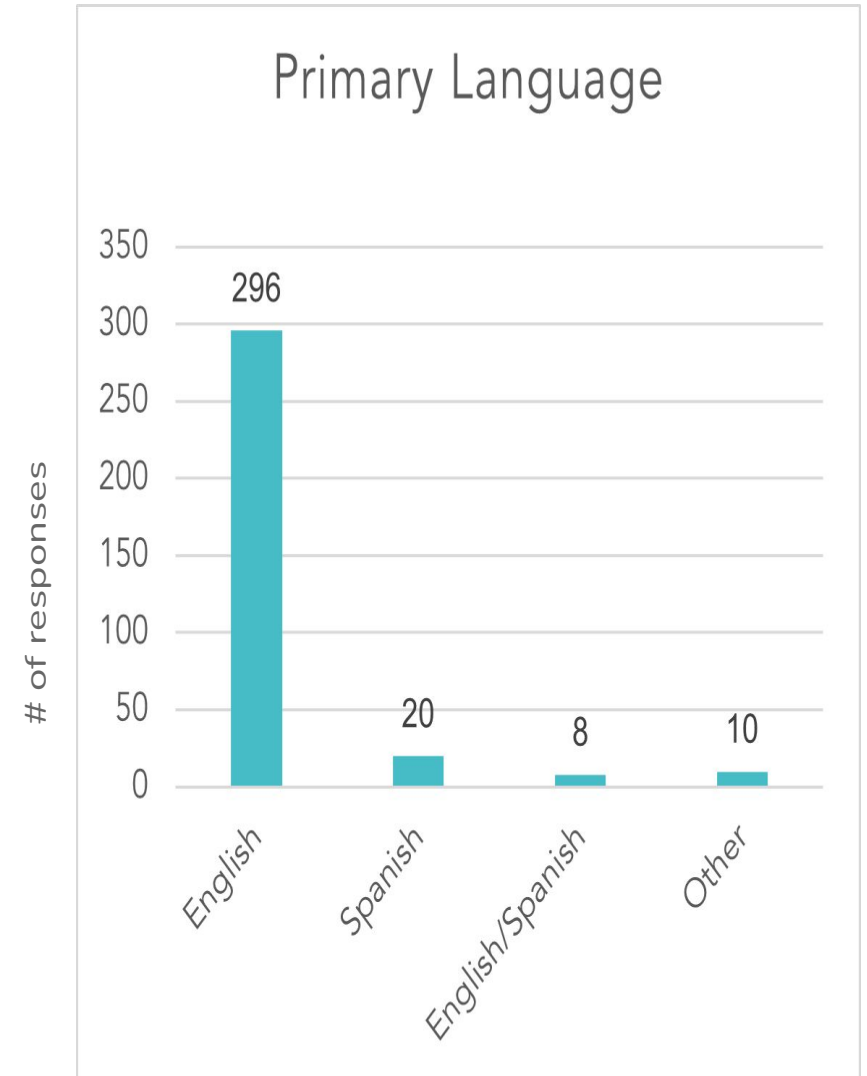


Midtown Block Party Survey Participation

Survey Participation

397 surveys in English

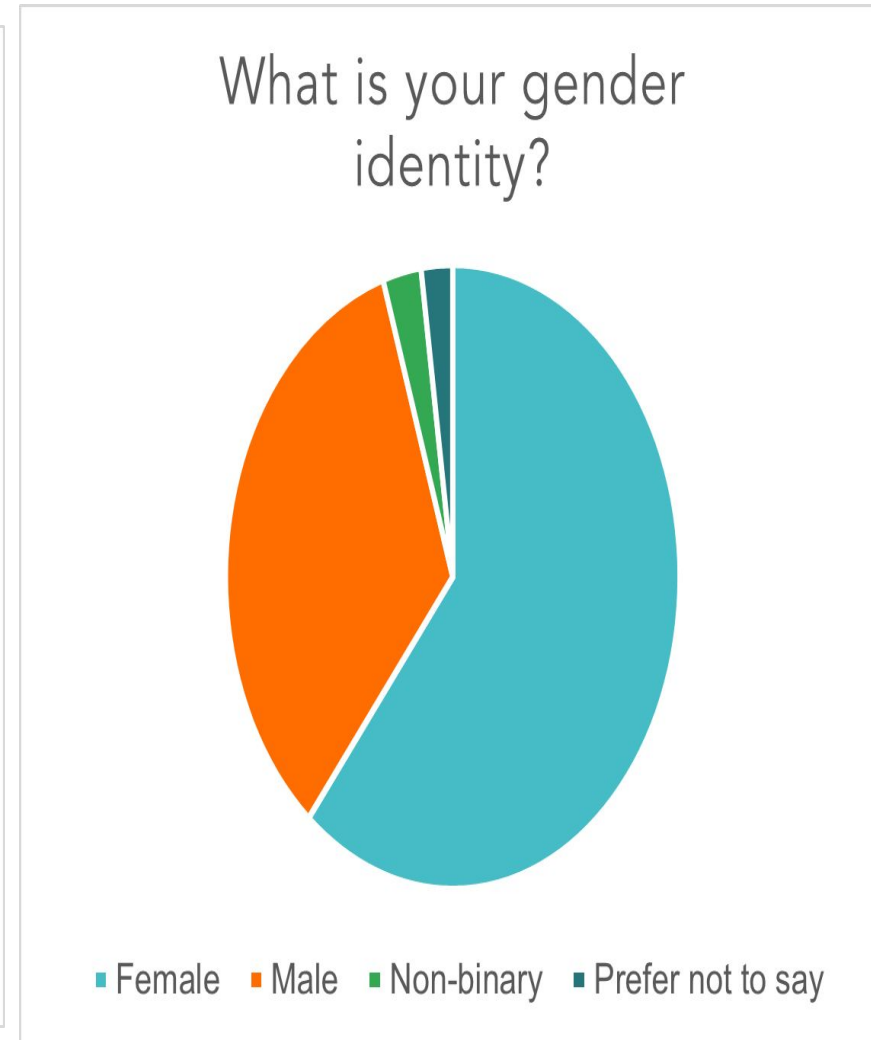
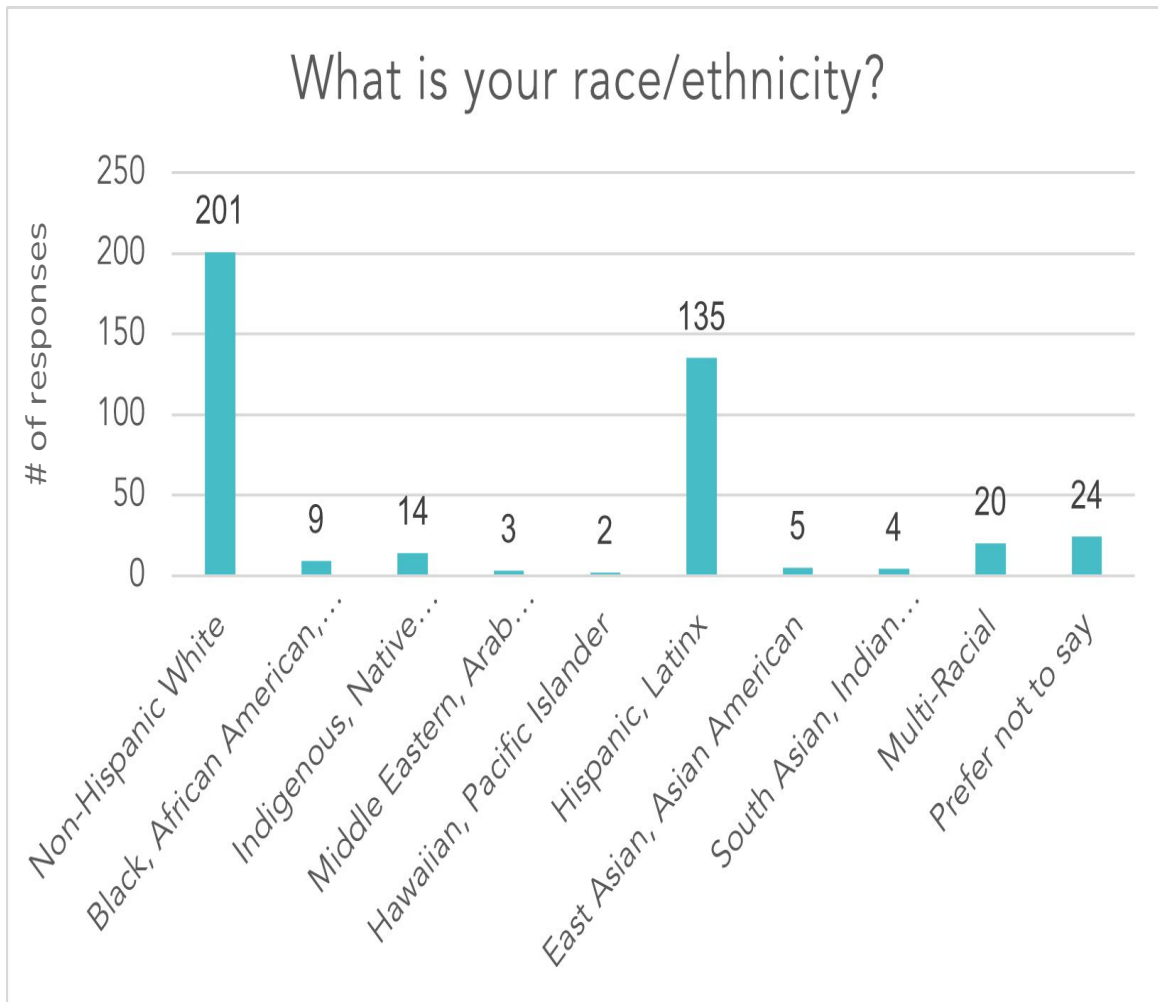
38 surveys in Spanish





Midtown Block Party Survey Participation

Survey Participation

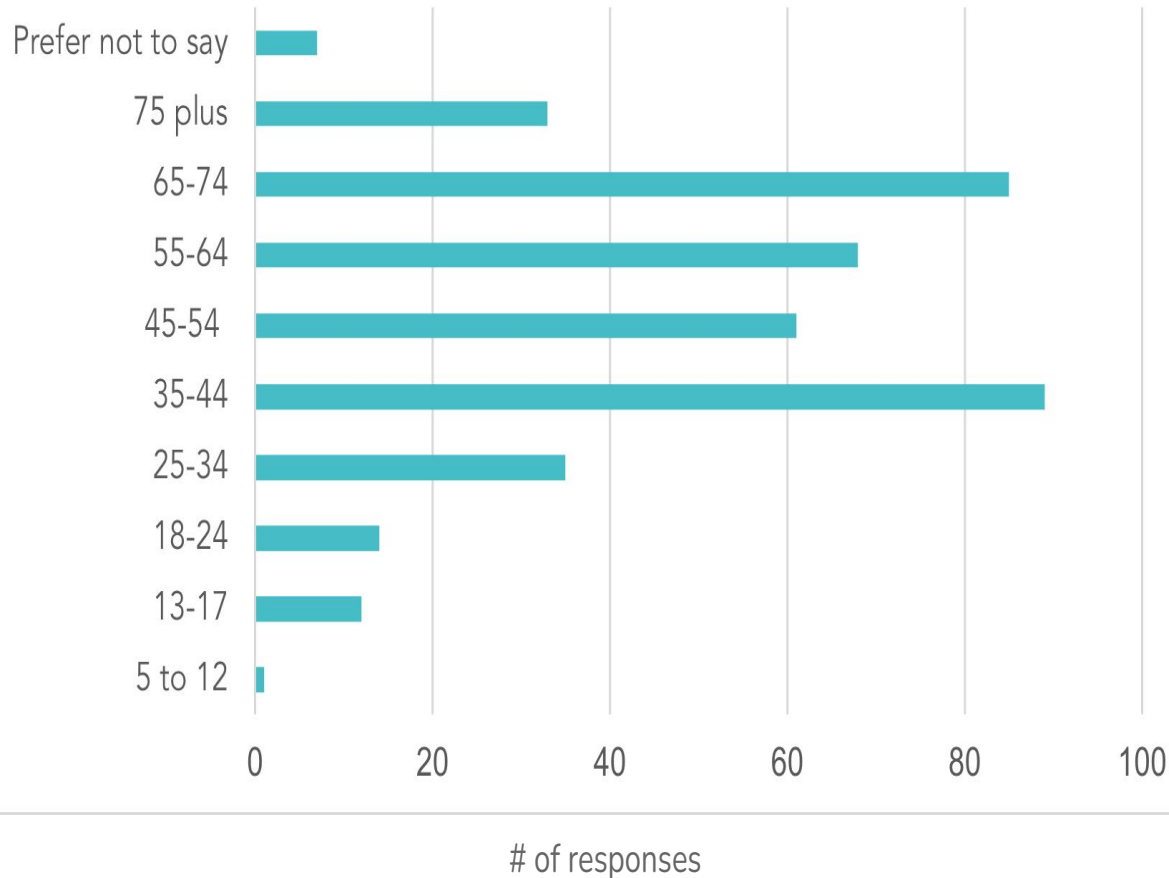




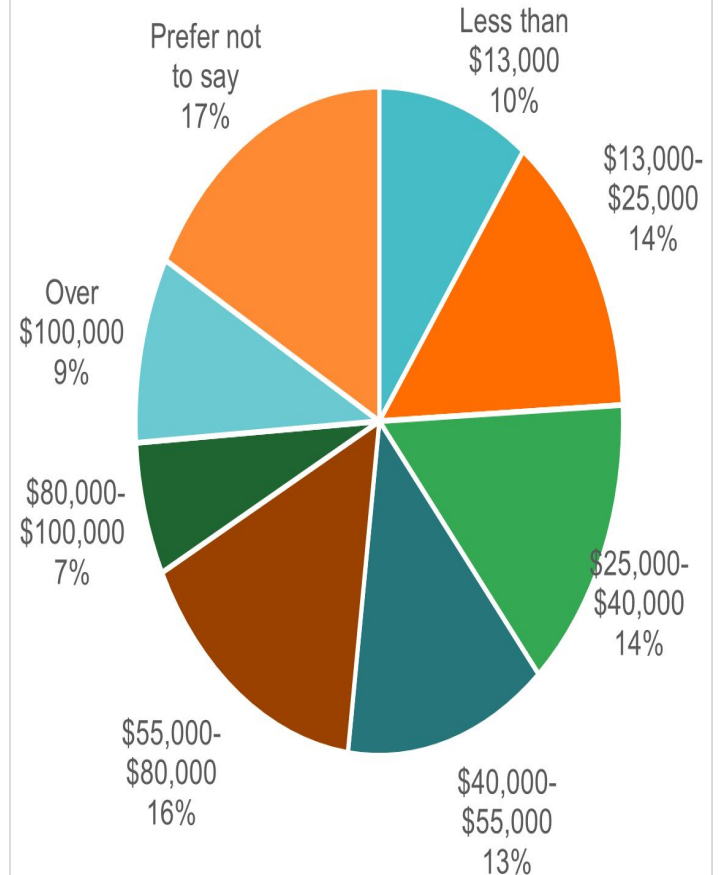
Midtown Block Party Survey Participation

Survey Participation

What is your age?



What is your annual income?

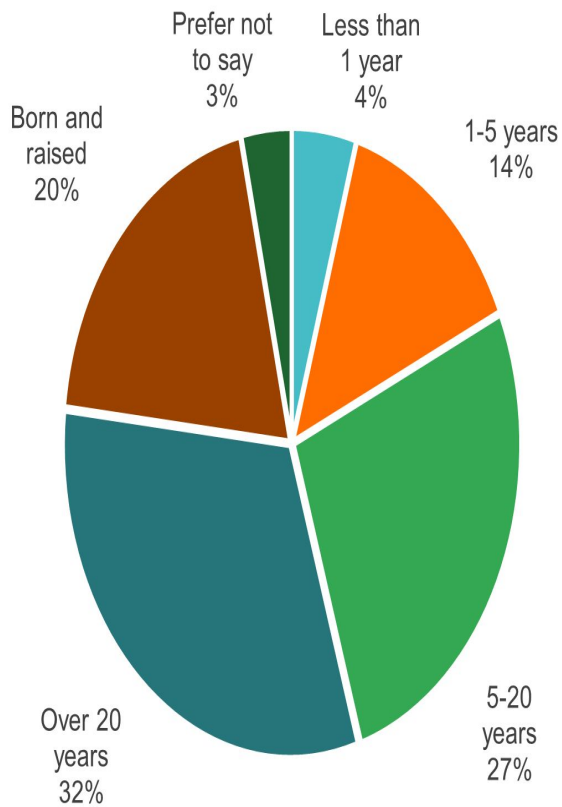




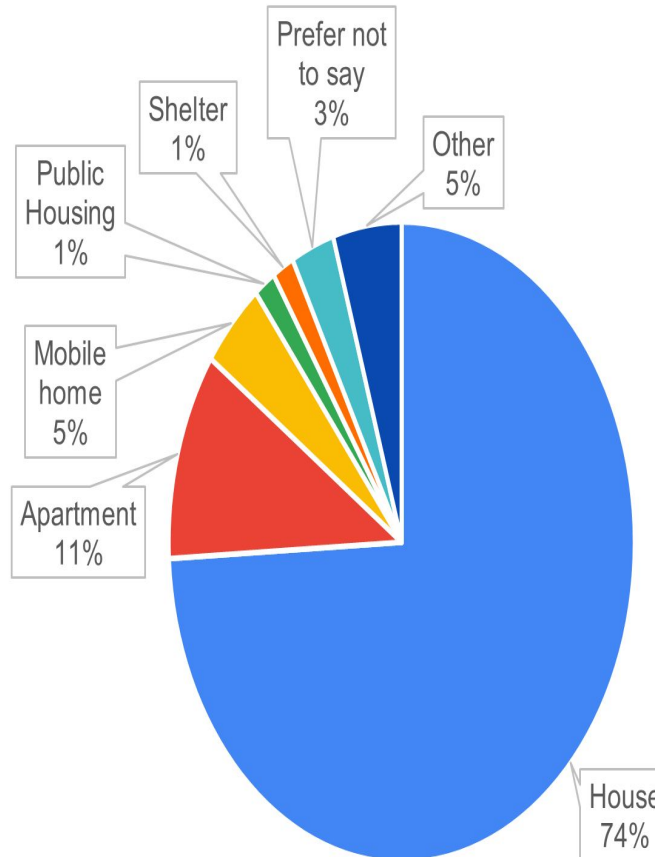
Midtown Block Party Survey Participation

Survey Participation

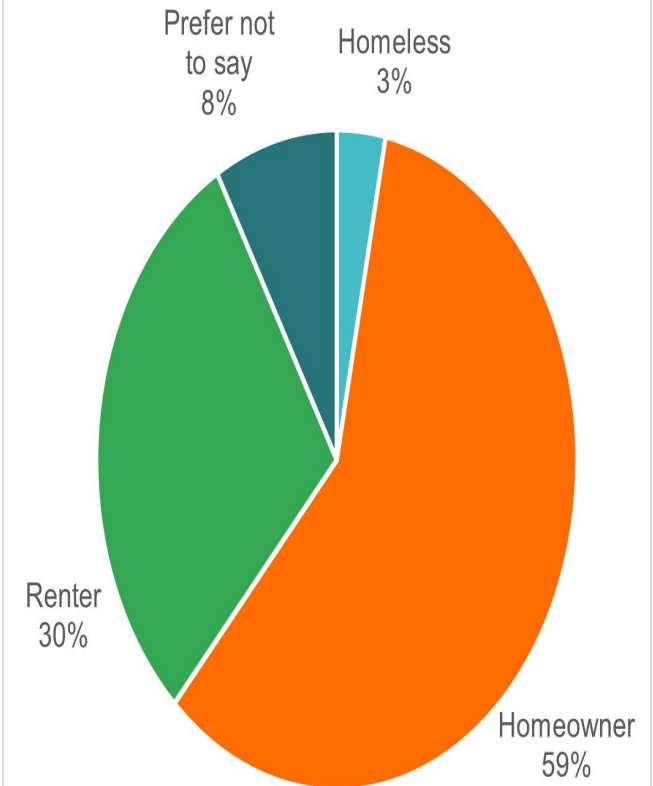
How long have you lived in the Santa Fe area?



My home is a...



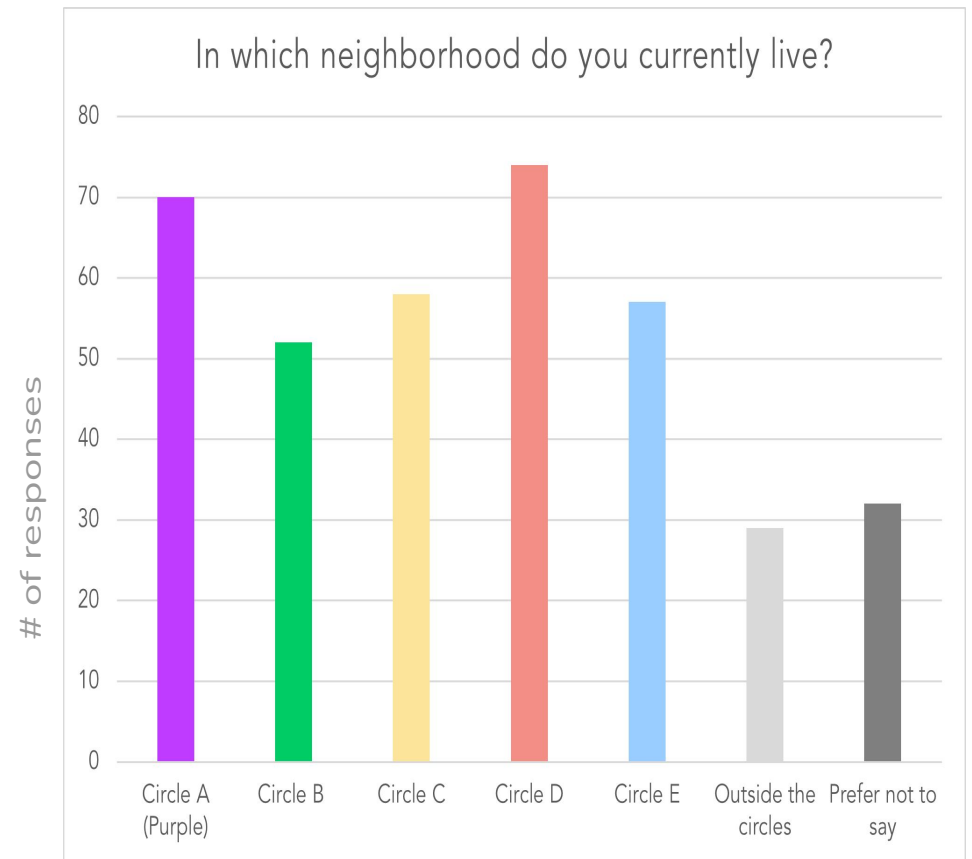
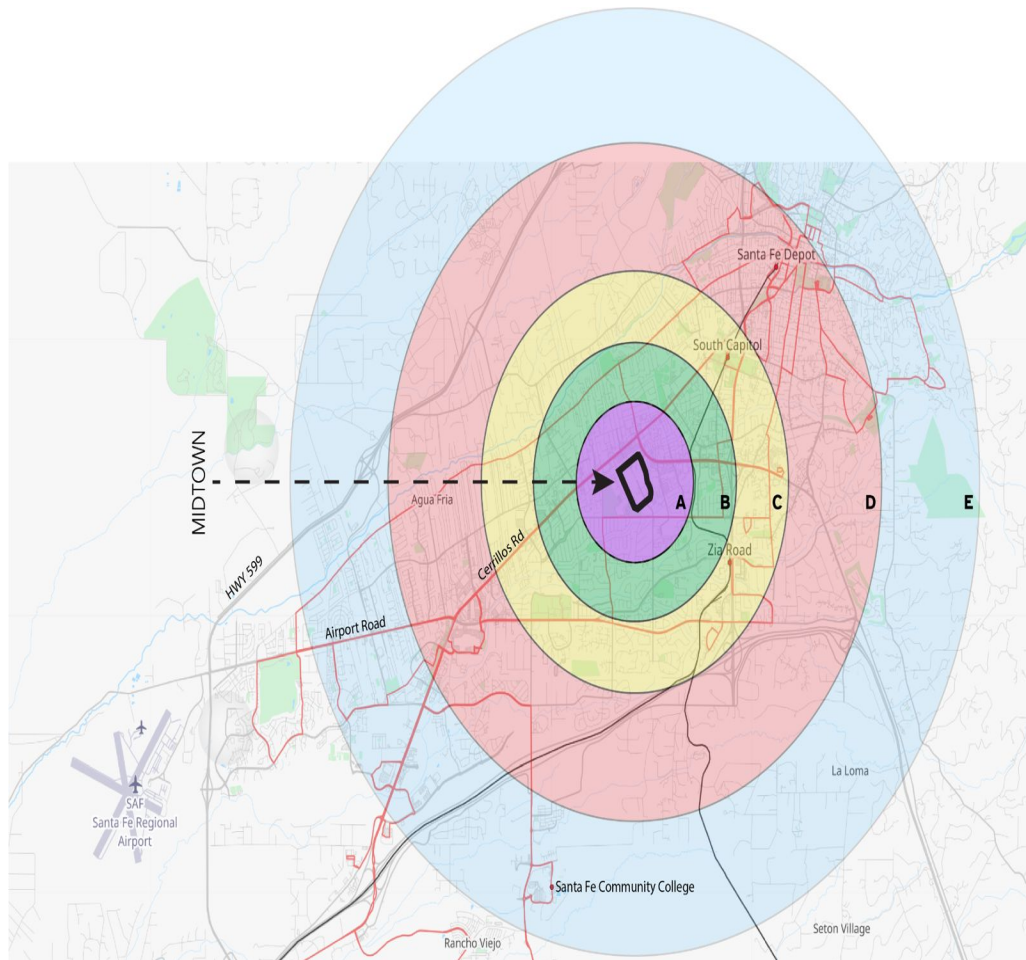
My housing status is...





Midtown Block Party

Survey Participation



MIDTOWN



La Familia

MEDICAL CENTER

SANTA FE, NEW MEXICO



MEDICAL • DENTAL • BEHAVIORAL HEALTH

FATHERS
New Mexico



art • community • social change





Reach of Engagement

Using a wide range of methods, at the end of the engagement process we expect to have engaged:

- **Over 1,500** People through Surveys
- **Over 10,000** People at Events
- **Over 50,000** People via Email, Phone, or Social Media

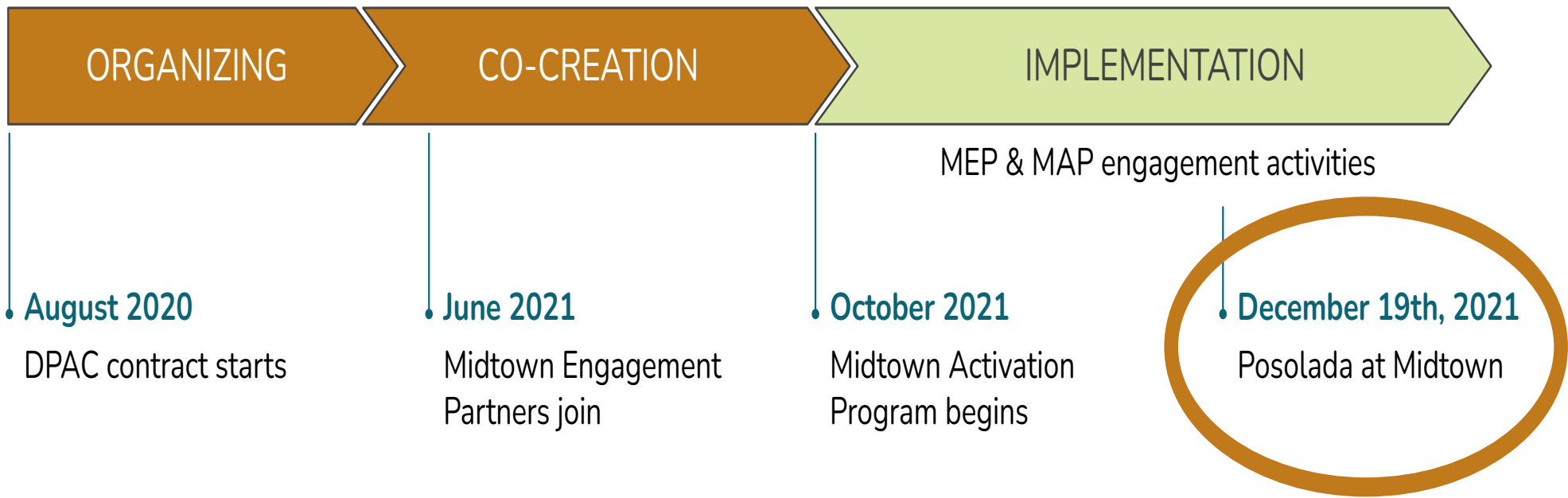
While not all of these are unique responses, we are excited about multiple points of engagement through this process

**We are stronger and
more effective together
than the sum of separate
efforts**





Timeline of Engagement



SYNTHESIZE

Analysis of data & writing of report

REFLECT & EVALUATE

Community conversations to affirm findings

• **End of January**

Draft report of findings

INTEGRATE

Integrate report into Community Development Plan (ongoing)

• **End of February**

Final report of findings & recommendations

• **End of March**

DPAC contract ends





Community driven UNM DPAC facilitated City of SF sponsored

Stay tuned and sign up for the newsletter!

<https://www.cultureconnects.site>

<https://midtowndistrictsantafe.com>