City of Santa Fe

# AGENDA

**REGULAR MEETING OF THE GOVERNING BODY**
**AUGUST 31, 2022**
**5:00 PM**
**COUNCIL CHAMBERS**
**CITY HALL**
**200 LINCOLN AVENUE**

City of Santa Fe

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## PROCEDURES FOR GOVERNING BODY MEETING

**Viewing:** Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

**Radio Broadcast:** The meeting can be heard on radio station KSFR 101.1.

**Written Public Comment:** Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at https://santafe.primegov.com/public/portal three hours prior to the start of the meeting.

**Live Public Comment:** Members of the public may provide public comment in person during *Petitions from the Floor, Public Comment, Final Action on Legislation,* or *Public*

*Hearings*.

**Virtual Public Comment:** To provide public comment during *Petitions from the Floor, Public Comment, Final Action on Legislation,* or *Public Hearings* virtually, you must 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/88028813129.
Attendees should use the "Raise Hand" function to be recognized by the Mayor 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: 868 4255 8958**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor 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. **PLEDGE OF ALLEGIANCE**

Councilor Romero-Wirth

3. **SALUTE TO THE NEW MEXICO FLAG**

Councilor Lee Garcia

4. **INVOCATION AND REMEMBRANCES**

Councilor Chavez

5. **ROLL CALL**

City of Santa Fe

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6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT AGENDA**

8. **PRESENTATIONS**

   a. FY21 Audit Update (Ricky Bejarano, Interim Assistant Finance Director: rabjejaraon@santafenm.gov, 505-629-6988)

   b. Culture, History, Art, Reconciliation, and Truth (CHART) Final Quarterly Update as Required by Resolution 2021-6 and 2021-56 and Presentation on Final Report. (Pauline Kamiyama, Director, Santa Fe Arts and Culture Department: pkkamiyama@santafenm.gov, 505-955-6653) – **(NO ACTION)**

   Presenters:
   Valerie Martinez, Artful Life Co-Director
   Jenice Gharib, Artful Life Co-Director Quarterly

   Presentation Dates:
   - November 10, 2021
   - February 9, 2022
   - May 11, 2022
   - August 31, 2022

9. **ACTION ITEMS: CONSENT AGENDA**

   a. Request for Approval of the August 2, 2022 Special Governing Body Meeting Minutes. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov; 505-955-6519)

   **Committee Review:**
   Governing Body: 08/31/2022

   b. Request for Approval of the August 10, 2022 Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov; 505-955-6521)

**Committee Review:**
Governing Body: 08/31/2022

c. Request for Approval of the August 15, 2022 Special Governing Body Meeting Minutes. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov; 505-955-6519)

**Committee Review:**
Governing Body: 08/31/2022

d. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from VC Rose Street Partners, LLC, 420 Catron Street, Santa Fe, New Mexico 87501, for the Following: (Alexandria Mares, Marketing & Special Events Coordinator: armares@santafenm.gov, 505-955-6520)

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at New York on Catron, 420 Catron Street, Santa Fe, which is within 300 Feet of Carlos Gilbert Elementary School, Located at 300 Griffin Street, Santa Fe.

2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Restaurant A (Beer & Wine) Liquor License, with Patio Service, to be Located at New York on Catron, 420 Catron Street, Santa Fe.

**Committee Review:**
Liquor Hearing: 08/22/2022
Governing Body: 08/31/2022

e. Request for Approval of a Contract with Parkson Corporation to Purchase the Aqua Guard Screen Filter and Aqua Wash Press for the Headworks Facility for the Wastewater Treatment Plant Facility in the Total Amount of $274,699 Excluding NMGRT. (P. Fred Heerbrandt, P.E. Engineer Supervisor: pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) from the WWMD Cash Balance in the Amount of $274,699.

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body: 08/31/2022

f. Request for Approval of Bid #22/38/B for the Wastewater Management Division, Paseo Real 4-Year Generator Maintenance Agreement with Smith Power Products, Inc. (P. Fred Heerbrandt, P.E. Engineer Supervisor: pfheerbrandt@santafenm.gov)

1.Request for Approval of the FY2023 Budget Adjustment Resolution (BAR)in the Amount of $1,487,294.05.

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body: 08/31/2022

g. Request for Approval of Amendment No. 3 to Lease Agreement Item #19-0341 between Garson Studios Santa Fe LLC and the City of Santa Fe for the Premises Located at 1600 St. Michael's Drive, Santa Fe, NM to Allow Lessee to Request Several or All Holdover Extensions. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Governing Body: 08/31/2022

h. Request for Approval of Amendment No. 3 to Item #19-0503 between the City of Santa Fe and Granicus LLC, Previously Host Compliance LLC, for Short Term Rental Monitoring and Compliance Services. (Jason Sena, Zoning, STR and Code Compliance Supervisor: jdsena@santafenm.gov, 505-955-6336)

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body: 08/31/2022

i. Request for Approval of Amendment No. 2 of Lease Agreement #13-0635 between the City of Santa Fe and Santa Fe Civic Housing Authority to Allow Non-Housing Uses for a Specific Part of the Property, as Shown on the Survey Exhibit. (Alexandra Ladd, Office of Affordable Housing: agladd@santafenm.gov, 505-955-6346)

**Committee Review**
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Public Works & Utilities Committee: 08/29/2022
Governing Body: 08/31/2022

j. Request for Approval of Amendment No. 3 to Amended and Restated Lease Agreement Item #19-0872 Between Santa Fe Recovery Center, Inc. and the City of Santa Fe for the Premises Located at 1600 St. Michaels Drive to Extend Terms Through November 1, 2023 and Reduces Rent to Fair Market Rental Value Based on 2017 Appraisal Adjusted for Inflation. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

**Committee Review**:
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Public Works and Utilities Committee: 08/29/2022
Governing Body: 08/31/2022

k. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
A Resolution Adopting New Procedural Rules for City Council Standing Committees. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 505-955-6518)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/1/2022
Finance Committee: 08/15/22
Governing Body: 08/31/2022

l. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt, Councilwoman Villarreal, Councilor M. Garcia and Councilor Chavez)
A Resolution Advancing Complete Streets as a Proven Countermeasure to Provide Safer and More Equitable Transportation Improvements in the Santa Fe Metropolitan Planning Area While Reducing the Impacts of Climate Change. (Erick Aune, Transportation Planner: ejaune@santafenm.gov, 505-955-6664)

**Committee Review:**
Governing Body (Introduced): 08/10/2022
Quality of Life Committee: 08/17/2022
Public Works and Utilities Committee: 08/29/2022
Governing Body: 08/31/2022

m. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber, Councilor Lindell, Councilor Cassutt, Councilwoman Villarreal, Councilor Chavez, Councilor M. Garcia, Councilor Romero-Wirth)
A Resolution Supporting Legislation in the United States of America and the State of New Mexico to Protect the Right to a Safe Abortion. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 505-955-6303 and Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov)

**Committee Review:**
Governing Body (Introduced): 07/27/2022
Women's Commission: 08/09/2022
Quality of Life Committee: 8/17/2022
Governing Body: 08/31/2022

10. **ACTION ITEMS: DISCUSSION AGENDA**

a. Request for Approval of a Professional Services Agreement with Carr, Riggs, Ingram for Audit Services for FYE 6/30/2021 in the Amount of $269,454.42 Including Applicable Gross Receipts Tax. (Ricky Bejarano, Accounting Officer, rabejarano@santafenm.gov, 505-629-6988)

**Committee Review:**
Governing Body: 08/31/2022

b. Request for Approval of a Professional Services Agreement with Carr, Riggs, Ingram for Audit Services for FYE 6/30/2022 in the Amount of

$269,454.42 Including Applicable Gross Receipts Tax. (Ricky Bejarano, Accounting Officer: rabejarano@santafenm.gov, 505-629-6988)

**Committee Review:**
Governing Body: 08/31/2022

c. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Chavez)
A Resolution Adopting the 2024-2028 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services, Community Health and Safety Department. (Gino Rinaldi, Senior Services Division Director: earinaldi@santafenm.gov, 955-4710; Anya Alarid, Senior Services Program Manager: aalarid@santafenm.gov, 955-4744))

**Committee Review:**
Finance Committee (Introduced): 8/15/2022
Quality of Life Committee: 8/17/2022
Governing Body: 8/31/2022

d. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt, Mayor Webber)
A Resolution Supporting the Santa Fe Public Schools' Board of Education's Application for Grant Funding to build Out a District-Wide Community Schools Model Designed to Reduce Chronic Absenteeism, Decrease Out-of-School Time Caused by Suspensions, Increase Parental Involvement, and Improve Kindergarten Readiness Skills. (Maria Sanchez-Tucker, Community Services Director, metucker@santafenm.gov, 505-955-6638)

**Committee Review**:
Public Works and Utilities Committee (Introduced): 08/29/2022
Governing Body: 08/31/2022

11. **MATTERS FROM THE CITY MANAGER**

12. **MATTERS FROM THE CITY ATTORNEY**

13. **MATTERS FROM THE CITY CLERK**

14. **COMMUNICATIONS FROM THE GOVERNING BODY**

15. **INTRODUCTION OF LEGISLATION**

a. CONSIDERATION OF BILL NO. 2022-__. (Councilor M. Garcia)
An Ordinance Relating to Electric Bicycles; Amending Section 12-1-6 of the Uniform Traffic Ordinance ("UTO") to Include Electric Bicycles in the Definition of Bicycle; Amending Section 12-1-40 of the UTO to Delineate Electric Bicycles From Motor Vehicles; Amending Section 12-1-88 of the UTO to Specify That an Electric Bicycle is Not a Vehicle; Amending Section 12-8-1 of the UTO to Prohibit Anyone Under the Age of Sixteen From Riding a Class 3 Electric Bicycle; Amending Section 12-8-10 of the UTO to Regulate and Establish a Speed Limit for Electric and Manually-Propelled Bicycles on City Sidewalks; Amending Section 12-8-15 of the UTO to Remove the Prohibition for Bicycles to Ride on a Street Adjacent to a Sidewalk or Path When Bicycles are Required to Use the Sidewalk or Street; Creating a New Section 12-8-18 of the UTO to Make it an Offense to Enhance the Speed Capabilities of an Electric Bicycle; Amending Section 12-8-23 of the UTO to Raise the Maximum Fine four Violation of Certain Provisions from Twenty-Five Dollars to One Hundred Dollars; and Amending SFCC 1987 Section 23-5.1 to Amend the Definition of Bicycle to Include Electric Bicycles, and to Regulate the Use of Electric Bicycles on City Roads. (Romella Glorioso-Moss; Project Administrator: rsglorioso-moss@santafenm.gov, 505-955-6623; Kevin Nault, Assistant City Attorney: klnault@santafenm.gov)

**Committee Review:**
Governing Body (Introduced): 08/31/2022
Governing Body (Public Comment): 09/14/2022
Bicycle and Pedestrian Advisory Committee: 10/06/2022
Quality of Life Committee: 10/19/2022
Public Works and Utilities Committee: 10/24/2022
Finance Committee: 10/31/2022
Governing Body (Public Hearing): 11/09/2022

b. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Chavez, Councilor Lindell and Councilor L. Garcia)
A Resolution Creating a Six-Month Pilot Program to Encourage and Incentivize Employers to Pay for Employee Parking in City of Santa Fe ("City") Parking Facilities at Sandoval Street, the Santa Fe Community Convention Center, and the Railyard. (Noel Correia, Parking Division

Director: npcorreia@santafenm.gov, 505-955-6611)

**Committee Review:**
Governing Body (Introduced): 08/31/2022
Quality of Life Committee: 09/07/2022
Public Works and Utilities Committee: 09/12/2022
Finance Committee: 09/19/2022
Governing Body: 09/28/2022

c. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera)
A Resolution Assigning Authorized Officer(s) and Agents for Project SAP21-F2382-STB (Verda de Valencia). (David Chapman, Technical and Grant Writer: dachapman@santafenm.gov, 955-6824; Stan Holland, Engineer: tsholland@santafenm.gov, 955-4637)

**Committee Review**:
Introduced: 08/31/22
Public Works and Utilities Committee: 09/12/22
Finance Committee: 09/19/22
Governing Body: 09/28/22

d. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Michael Garcia)
A Resolution Accepting a Local Government Road Fund Grant Administered by the New Mexico Department of Transportation for the Planning, Design, Construction, Pavement Rehabilitation, and Improvements to Buckman Road, Identified as Control #L500489. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

**Committee Review:**
Introduced: 08/31/22
Quality of Life Committee: 09/7/22
Public Works and Utilities Committee: 09/12/22
Finance Committee: 09/19/22
Governing Body: 09/28/22

e. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber, Councilor Cassutt)
A Resolution Affirming the Partnership of Santa Fe County and the City of Santa Fe to Develop Strategies and Actions to End Homelessness.

(Kyra Ochoa, Community Health and Safety Director:krochoa@santafenm.gov, 505-955-6603)

**Committee Review:**
Governing Body (Introduced): 08/31/2022
Quality of Life Committee: 09/07/2022
Finance Committee: 09/19/2022
Governing Body: 09/28/2022

16. **PETITIONS FROM THE FLOOR**

17. **PUBLIC COMMENT ON BILLS**

18. **FINAL ACTION ON LEGISLATION**

a. CONSIDERATION OF BILL NO. 2022-17. (Councilwoman Villarreal and Councilor Rivera)
An Ordinance Amending SFCC 1987 Section 23-5.1 to Add Definitions for "Cultural Event" and "Small Commercial Event"; and Amending SFCC 1987 Section 23-5.2 to Allow up to Eight (8) Commercial Permits for Cultural Events on the Plaza Including Juneteenth, Pride, Indigenous Peoples' Day, and Five Additional Events Selected by Lottery. (Melissa McDonald, Parks Division Director: mamcdonald@santafenm.gov, 955-6840) **POSTPONED TO THE SEPTEMBER 14, 2022 GOVERNING BODY MEETING**

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022
Public Works and Utilities Committee: 08/08/2022
Economic Development Advisory Committee: 8/10/2022
Finance Committee: 08/15/2022
Governing Body (Public Hearing): 08/31/22 (Postponed)
Governing Body (Public Hearing): 09/14/2022

19. **PUBLIC HEARINGS**

a. **Case #2022-5398. 3007 S Saint Frances Drive Rezoning.** JenkinsGavin Inc., Agent, for Vincent's Legacy, LLC, Owner, Requests

Approval of a Rezoning to Remove the Parcel from the South Central Highway Corridor (SCHC) Protection Overlay District in Order to Allow for the Existing Density of 35.5 Dwellings Per Acre, which Exceeds the Allowable Density of 21 Dwellings Per Acre in the SCHC Overlay. The Property is Zoned SC-1 (Neighborhood Shopping Center District) and is within South Central Highway Corridor Overlay District. The Parcel is Approximately 4.58 Acres within the Approximately 23-Acre Shopping Center. (Daniel Alvarado, Case Manager, djalvarado@santafenm.gov, 505- 955-6670)

1. CONSIDERATION OF BILL NO. 2022-19. ADOPTION OF ORDINANCE NO. 2022-____.
   An Ordinance Amending the Official Zoning Map of the City of Santa Fe to Amend the Boundaries of the SCHC South Central Highway Corridor Overlay District to Exclude Two Parcels of Land Lying Contiguous with the Santa Fe Corporate Limits Comprising Approximately 4.58 Acres More or Less Located Within Section 2, T-16-N, R-9-E, NMPM and Bordered on the West by South Saint Francis Drive and Known as the "3007 S. Saint Francis Drive Rezoning." (Case No. 2022-5398).

20. **APPOINTMENTS**

a. Veterans Advisory Board

- Richard Christensen, Jr. – Reappointment – Term Ending 05/2024
- Kenneth Dettelbach – Reappointment – Term Ending 05/2024
- Dorothy Seaton – Reappointment – Term Ending 05/2024

b. Santa Fe Civic Housing Authority

- Allison Fabara – Appointment – Term Ending 03/2024
- John Wheeler – Reappointment – Term Ending 03/2023
- Lynne Canning – Reappointment – Term Ending 03/2025
- Theresa Abeyta – Reappointment – Term Ending 03/2026
- Michael Gonzales – Reappointment – Term Ending 03/2027

c. Arts Commission

- Karl Duncan – Appointment – Term Ending 10/2024

- Heidi McKinnon – Appointment – Term Ending 10/2024
- Andrew Lovato – Appointment – Term Ending 10/2023

21. **ADJOURN**

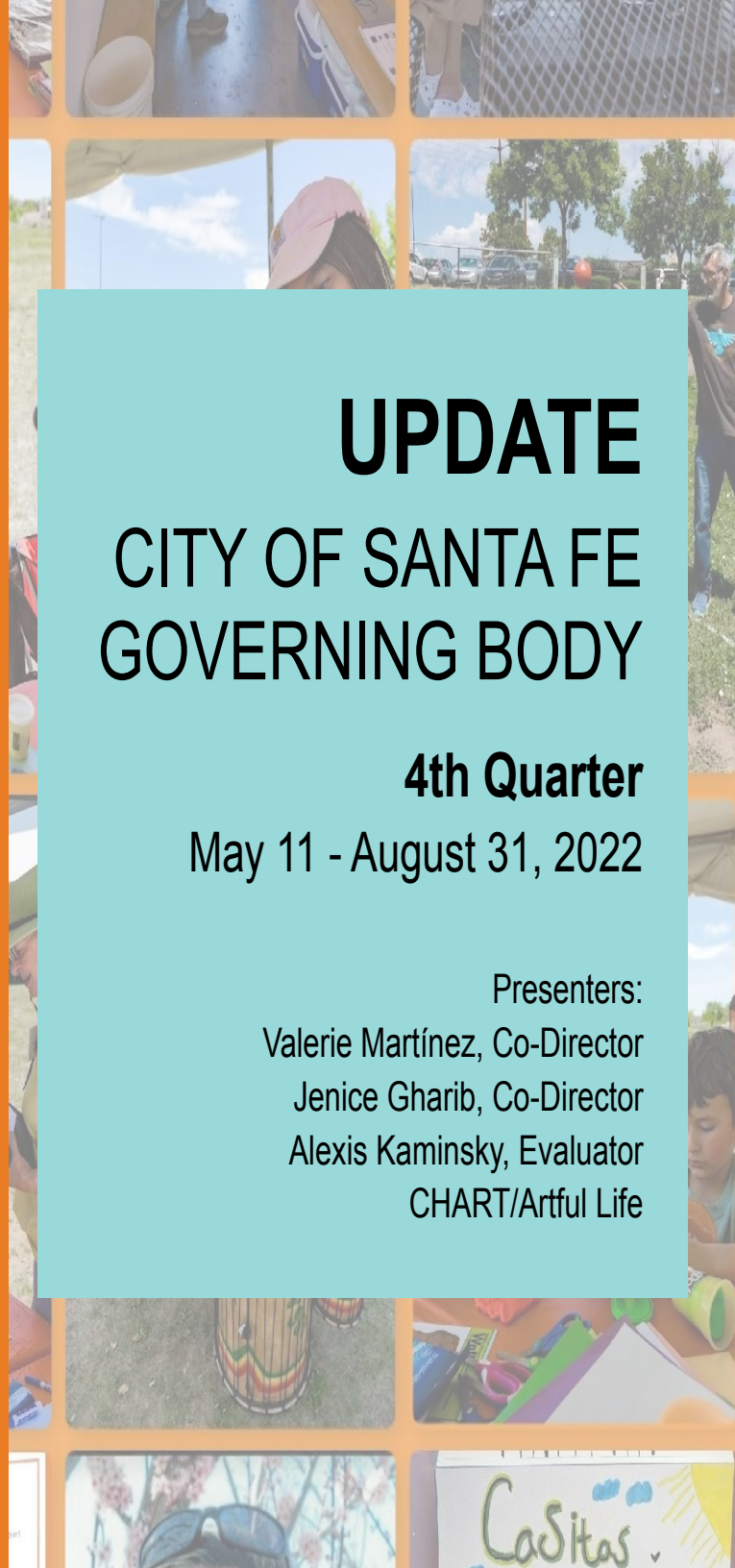
Closed captions are provided for this meeting. Persons with disabilities in need fo additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

CHART

SANTA FE

*Culture, History, Art, Reconciliation and Truth*

A Project of Artful Life, LLC




# UPDATE

## CITY OF SANTA FE GOVERNING BODY

**4th Quarter**

May 11 - August 31, 2022

Presenters:
Valerie Martínez, Co-Director
Jenice Gharib, Co-Director
Alexis Kaminsky, Evaluator
CHART/Artful Life

# PROJECT ACTIVITIES



# ACTIVITIES

ACTIVITIES TO-DATE

1,372 Unique Participants
37,199 Outreach
9,911 Engagements
42 Meetings w/organizations
181 Project Team Meetings

## Project Activities CHART

| | # of Events/ Sessions/Meetings* |
|---|---|
| Surveys | 2 |
| Dialogue Sessions | 28 |
| Art Activations | 8 |
| Cultural History Talks/Presentations | |
| *Live* | 3 |
| *Online* | 4 |
| Culture Blog Posts | 37 |
| Meetings with Organizations | 44 |
| One-on-One Interviews | 13 |
| Community Solutions Table | 3 |
| Emails, Phone Calls, Conversations | 1020 |
| Additional Activities/Events *(School Visits, Pete's Place, Juneteenth,* | |
| *Indigenous Ways Festival, Restaurants, SF Place Mall, etc.)* | 9 |
| Team Meetings/Trainings | 46 |
| Reports | 1 |

**excludes social media, MailChimp campaigns, etc.*

# CONNECTIONS



CHART with Pete's Place Clients, 6/29/22



CHART at Juneteenth, 7/19/22

Survey 2 Collection (online
English and Spanish)

Survey 2 Collection (paper/in person)
English and Spanish
Santa Fe Place Mall
Indigenous Ways Festival
Juneteenth

Art Activations:
Pete's Place
Family Day

CHART Email List: 593
Mailchimp Newsletters (4th Q): 8

Meeting spaces provided by:
Pete's Place
Santa Fe Place Mall
Indigenous Ways
Juneteenth
City of Santa Fe/Villa Linda Park

REACH & ENGAGEMENT

# FINAL EVENT

Sunday, July 17, 2022




FAMILY DAY

# CULTURE BLOG

www.CHARTsantafe.com/blog

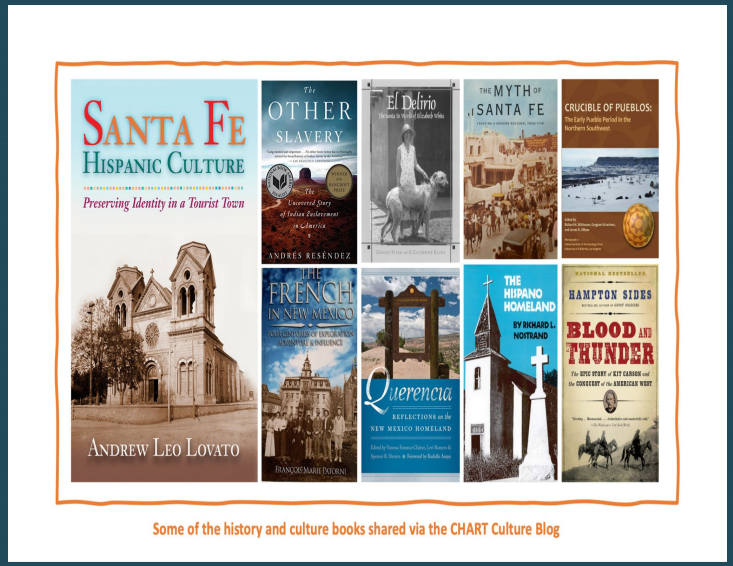
## Total Posts: 37

### Recent posts on culture:

- Journeys & Pathways: Pueblo Women Leaders
- Keeping Cultural Authenticity: A Santa Fe Story
- Memories of Santa Fe
- Talking About Santa Fe Indian School
- Elder Kathy Wan Povi Sanchez
- El Museo Cultural
- Food!
- Poeh Cultural Center: On the Path

*"We know the CHART Culture Blog and other CHART history and cultural events only scratch the surface of this place's complex and deep history. We hope the work toward knowledge and understanding continues long beyond this project so that the learning continues."*

- from the Culture Blog




Some of the history and culture books shared via the CHART Culture Blog

### Recent Posts on history:

- The Palace of the Governors
- Becoming a Neighborhood Historian
- Where do we stand?
- Memories of La Fonda
- City Historian Project Debuts
- Juneteenth and New Mexico Black History
- Buffalo Soldiers in New Mexico
- "Centering Truths, Not So Evident"

REACH & ENGAGEMENT

# SOCIAL MEDIA




125 Total Posts
10 YouTube Videos

## FACEBOOK

Posts Reach: 28,515
Engagement: 1,942
Followers: 146

## INSTAGRAM

Followers: 250

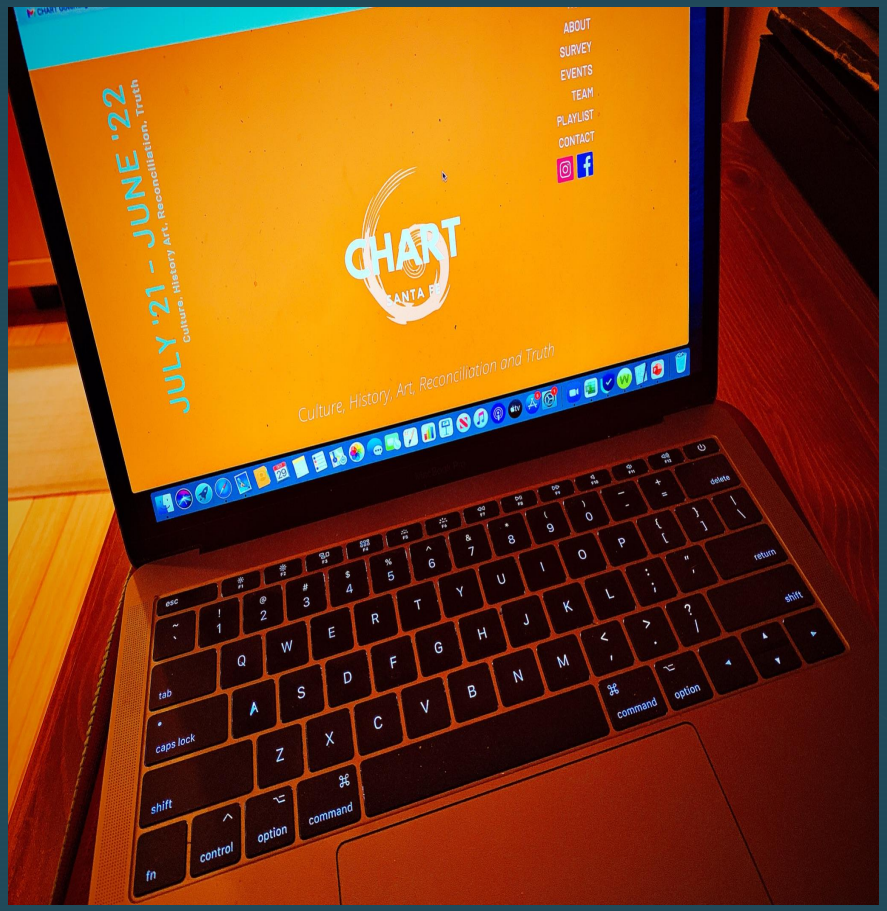
## YOUTUBE

662 views

## REACH & ENGAGEMENT

# WEBSITE

www.CHARTsantafe.com




## Website Traffic Overview

Site Sessions 7,555*

Unique Visitors 4,759

**Most come to the page directly*

## Most-visited pages

Home Page, Survey, Events, Team, About

The majority of unique visitors are from Santa Fe followed by the rest of New Mexico, the US, Europe, and further afield.

REACH & ENGAGEMENT

Culture, History, Art, Reconciliation and Truth

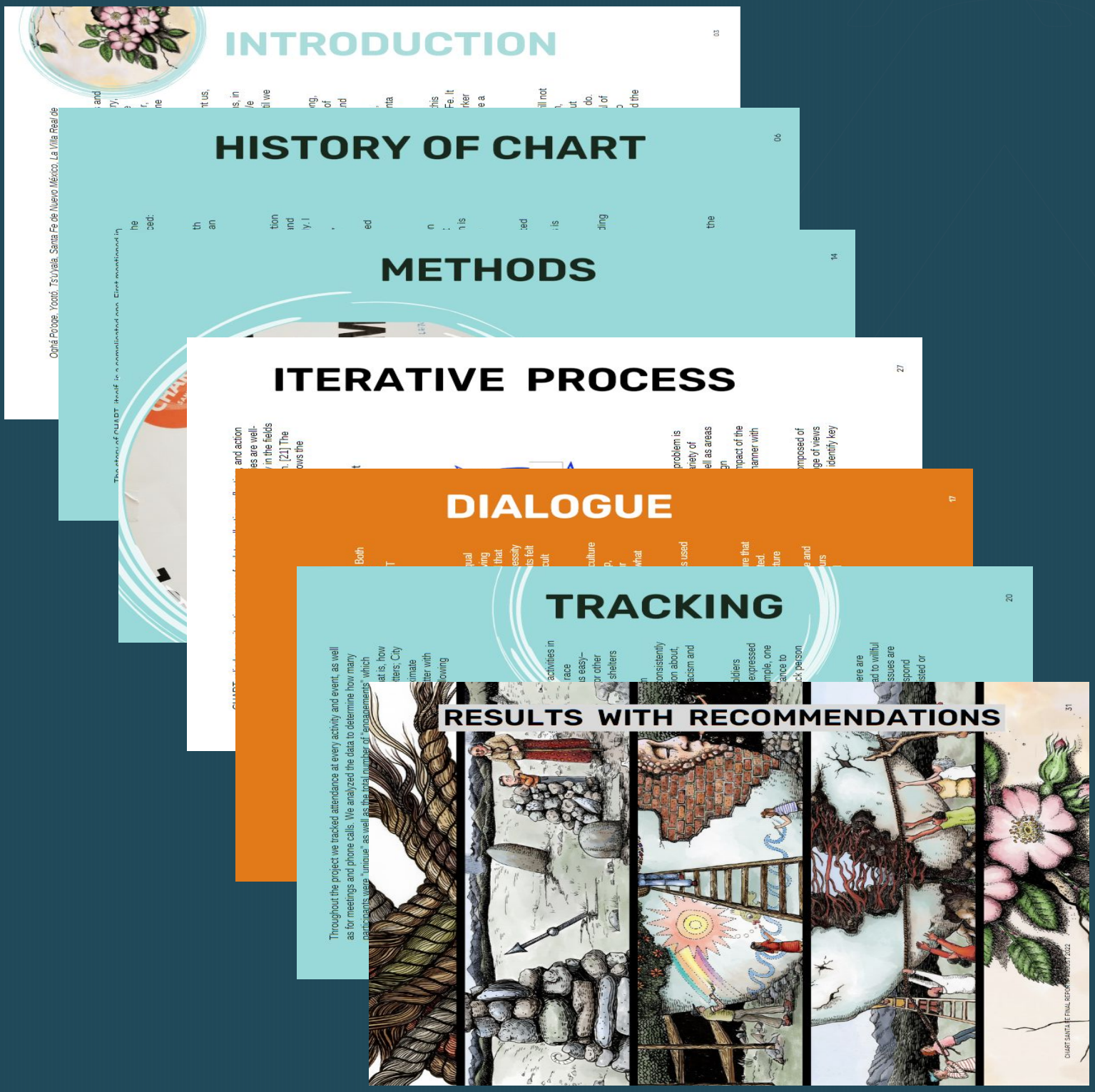
# FINAL REPORT

2022

# CHART SANTA FE

FINAL REPORT

# FINAL REPORT

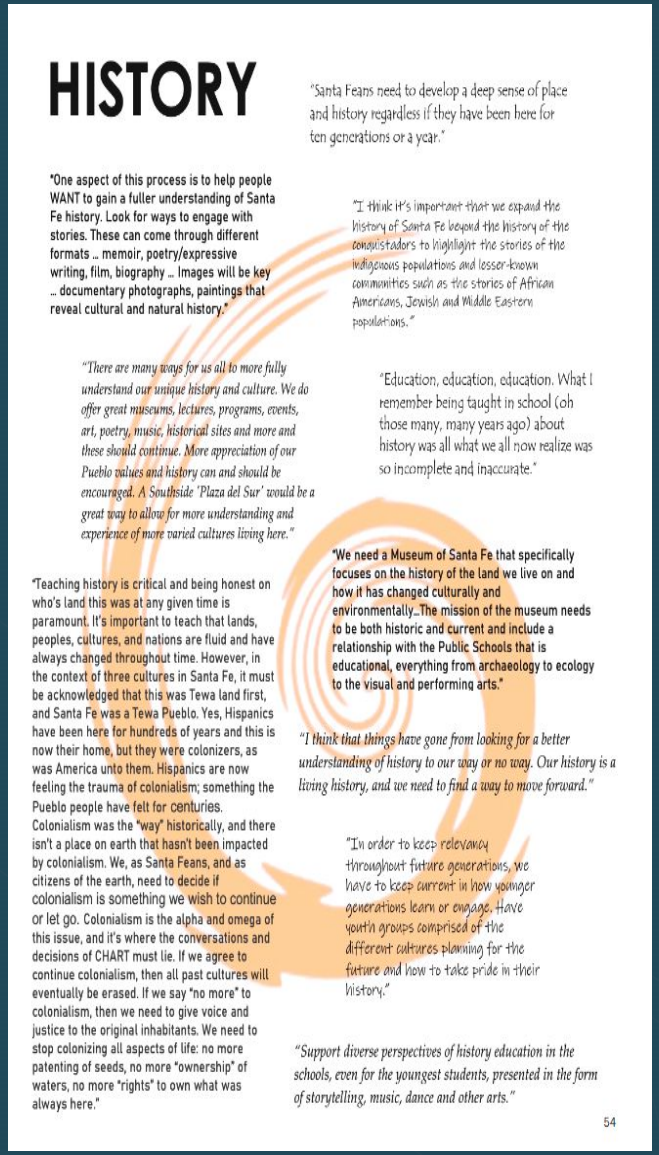


# ABOUT THE FINAL REPORT

- 246 pages (138 pages of text with 53 figures/graphs/charts, 108 pp. appendices)
- 52 recommendations based on data gathered over 11 months of public engagement

Sections:

- Introduction (A Brief History of CHART, Project Activities, Contract Requirements)
- Methods (Public Engagement Process, Dialogue in Small Groups, Community Solutions Table, Tracking Attendance and Demographics, Project Team, Iterative Process, Data Collection and Analysis)
- Results with Recommendations (Culture, History, Art, Reconciliation, Truth)
- Conclusion
- Appendices (Organizational Outreach, Biographies: CHART Facilitation Team, Public Dialogue Discussion Questions, Data Collection and Analysis, Sample Event/Activity Plan, Survey 1 Methodology and Summary, Survey 1: Recommendations, Survey 2 Methodology and Summary, Monumental Dreams Program Information, Guidelines for Public Dialogue Sessions)



HISTORY

"Santa Feans need to develop a deep sense of place and history regardless if they have been here for ten generations or a year."

"One aspect of this process is to help people WANT to gain a fuller understanding of Santa Fe history. Look for ways to engage with stories. These can come through different formats ... memoir, poetry/expressive writing, film, biography ... Images will be key ... documentary photographs, paintings that reveal cultural and natural history."

"I think it's important that we expand the history of Santa Fe beyond the history of the conquistadors to highlight the stories of the indigenous populations and lesser-known communities such as the stories of African Americans, Jewish and Middle Eastern populations."

"There are many ways for us all to more fully understand our unique history and culture. We do offer great museums, lectures, programs, events, art, poetry, music, historical sites and more and these should continue. More appreciation of our Pueblo values and history can and should be encouraged. A Southside 'Plaza del Sur' would be a great way to allow for more understanding and experience of more varied cultures living here."

"Education, education, education. What I remember being taught in school (oh those many, many years ago) about history was all what we all now realize was so incomplete and inaccurate."

"We need a Museum of Santa Fe that specifically focuses on the history of the land we live on and how it has changed culturally and environmentally...The mission of the museum needs to be both historic and current and include a relationship with the Public Schools that is educational, everything from archaeology to ecology to the visual and performing arts."

"Teaching history is critical and being honest on who's land this was at any given time is paramount. It's important to teach that lands, peoples, cultures, and nations are fluid and have always changed throughout time. However, in the context of three cultures in Santa Fe, it must be acknowledged that this was Tewa land first, and Santa Fe was a Tewa Pueblo. Yes, Hispanics have been here for hundreds of years and this is now their home, but they were colonizers, as was America unto them. Hispanics are now feeling the trauma of colonialism; something the Pueblo people have felt for centuries. Colonialism was the "way" historically, and there isn't a place on earth that hasn't been impacted by colonialism. We, as Santa Feans, and as citizens of the earth, need to decide if colonialism is something we wish to continue or let go. Colonialism is the alpha and omega of this issue, and it's where the conversations and decisions of CHART must lie. If we agree to continue colonialism, then all past cultures will eventually be erased. If we say "no more" to colonialism, then we need to give voice and justice to the original inhabitants. We need to stop colonizing all aspects of life: no more patenting of seeds, no more "ownership" of waters, no more "rights" to own what was always here."

"I think that things have gone from looking for a better understanding of history to our way or no way. Our history is a living history, and we need to find a way to move forward."

"In order to keep relevancy throughout future generations, we have to keep current in how younger generations learn or engage. Have youth groups comprised of the different cultures planning for the future and how to take pride in their history."

"Support diverse perspectives of history education in the schools, even for the youngest students, presented in the form of storytelling, music, dance and other arts."

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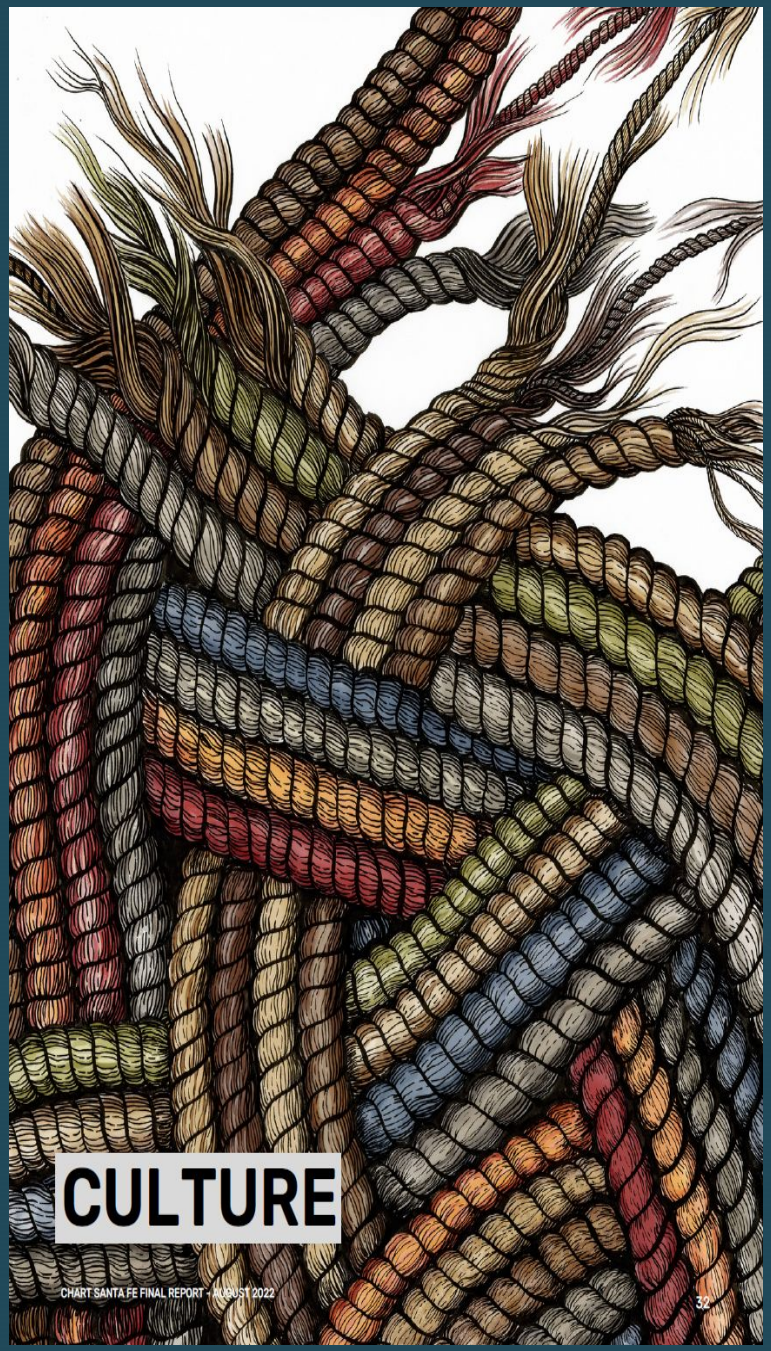
FINAL REPORT

# RESULTS WITH RECOMMENDATIONS




1. What is Culture?
2. Intercultural Sensitivity
3. What is the Culture of Santa Fe?
4. Celebrating Culture
5. Promoting Multicultural Understanding
6. Recommendations: Culture

"All of these topics, and the issue of intercultural sensitivity, came up consistently over the course of the CHART project. Participants spoke about the challenges of cultural change, no matter where it came from. Some harken back to life before the 21st century, with nostalgia, as if it were 'a simpler time;' others address 21st century changes as being rapid and jarring. Others replied that 'the only constant is change' and feel grateful for new cultural perspectives on old ways of life. Many advised that Santa Feans need to be much more culturally sensitive, culturally tolerant, and culturally inclusive."

# RESULTS WITH RECOMMENDATIONS




1. Stepping Out of Our History Comfort Zone
2. Where We Learn About History
3. Understanding the City's Complex History
4. A Santa Fe History Museum
5. History and Education
6. Recommendations: History

"CHART participants spent twelve months talking about the history of Santa Fe and their views are as varied and diverse as our multicultural community itself. What *is* clear from the results of the CHART project that there is a great desire for a fuller understanding of Oga Po'gay's/Santa Fe's history. While we use the term as if there were one true story, it is clear from participants that the history of this place is manifold. There are multiple, parallel, and contradictory histories. We differ in our views as to the importance of historical events, even methods of collecting and legitimizing history. We heard some refer to the 'real history' of Santa Fe as beginning with Spanish conquest, confirmed in books and papers. Most emphatically disagree and embrace a history thousands of years before conquest, told by sun, sky, wind, water, land, earth and its creatures and carried down in both orature and literature."

# RESULTS WITH RECOMMENDATIONS




1. Public Art
2. Diversity and Distribution
3. Recommendations: Diversity and Distribution of Public Art
4. Monumental Dreams and Conversations …
5. Recommendations: Monumental Dreams
6. Process: Creating and Assessing Public Art
7. Recommendations: Processes - Public Art
8. Soldiers Monument/"Obelisk"
9. Recommendations: Soldiers Monument/"Obelisk"
10. Why Public Space Matters

"Over the course of the CHART project, we heard *a lot* about art, including monuments, memorials, and works of public art. It is clear that:

- Santa Feans value the arts and their place at the heart of community life;
- Residents believe that the arts have a unique ability to express diverse identities, cultures, traditions, and perspectives;
- Citizens see inequal, geographical distribution of public art (and the funding/revenue associated with it) in the city and county;
- Residents believe that the "tricultural myth" is not reflective of the current population of Santa Fe, marginalizes certain residents, and misrepresents the community;
- Some art, particularly in the form of monuments, requires new and considered attention and assessment that includes an inclusive public process;
- Controversies about monuments (particularly Soldiers Monument/"Obelisk") have deeply wounded the Santa Fe community while also encouraging us to address deeply-rooted problems; and
- The arts have a unique ability to promote truth, healing, and reconciliation."

# RESULTS WITH RECOMMENDATIONS




1. What is Reconciliation?
2. Addressing and Promoting Reconciliation
3. Respect
4. Recommendations: Reconciliation

"CHART participants are largely committed to a process of truth, healing, and reconciliation while recognizing that it is difficult and must be ongoing and indefinite. They favor a range of approaches to this process with a particular emphasis on respect, educating ourselves about history, multicultural events promoting mutual understanding, collaboration between tribal and governmental agencies, sustained public dialogues, and truth commissions. They acknowledge that "historical truth" is complicated and that children, youth, adults and elders must grapple with complexity and nuance, with multiple perspectives on the truth, no matter how difficult. They affirm that doing this requires the tenacity to stay with difficult conversations about the past, the humility to confront the actions of our ancestors, the courage to accept responsibility for our actions in the present, and the resilience to keep going for the betterment of our community."

# RESULTS WITH RECOMMENDATIONS




1. Racism
2. Recommendation: Racism
3. Equity and Quality of Life
4. Recommendations: Inequity
5. Belonging
6. Recommendation: Belonging
7. An Engaged Citizenry
8. A Comprehensive Approach to Community Engagement
9. Recommendations: Community Engagement

"It is fitting that 'Truth' serves as the concluding section of this final report. Though it may appear last in the acronym of CHART and last in this document, we understand the entire as a cycle–truth, culture, history, art, reconciliation all-at-once circular, sequential, spiral. All are important, dynamic, mutually interdependent, and all came up in relation to each other throughout the duration of the project…CHART participants caution that the community is still deeply embedded in the "truth-telling" part of this process and that we need to face the realities that are preventing all Santa Feans from thriving. Some of these truths are harsh–painful to acknowledge and urgent to address."

Culture, History, Art, Reconciliation and Truth

# FINAL REPORT



2022

# CHART SANTA FE

# FINAL REPORT

In August of 2021, Artful Life LLC was contracted by the City of Santa Fe–after an RFP and selection process, approved by the Governing Body–to lead the CHART (Culture, History, Art, Reconciliation and Truth) project. The contract stipulates that CHART will:

“Create a Final Report on the CHART Initiative (convenings, surveys, interviews, art activations, cultural history series, etc) in a format for use and consideration by the Governing Body to inform its deliberation and evaluation for future process, action, and decisions and include but not limited to recommendations for continued city-wide engagement.”

This document is the result of the contract directive.

For information about additional contract obligations, please see pages 12-13 of this document.

Learn more about the CHART process here, at the project *website*, on *YouTube*, and on *Facebook* and *Instagram*.



Art (“Culture,” “History,” “Art,” “Reconciliation,” “Truth”) by Maureen Burdock evoking results of CHART Survey 2

The CHART Final Report was prepared by Valerie Martínez and Jenice Gharib, Co-Directors, with Alexis Kaminsky, Project Evaluator

Report design: Artful Life LLC

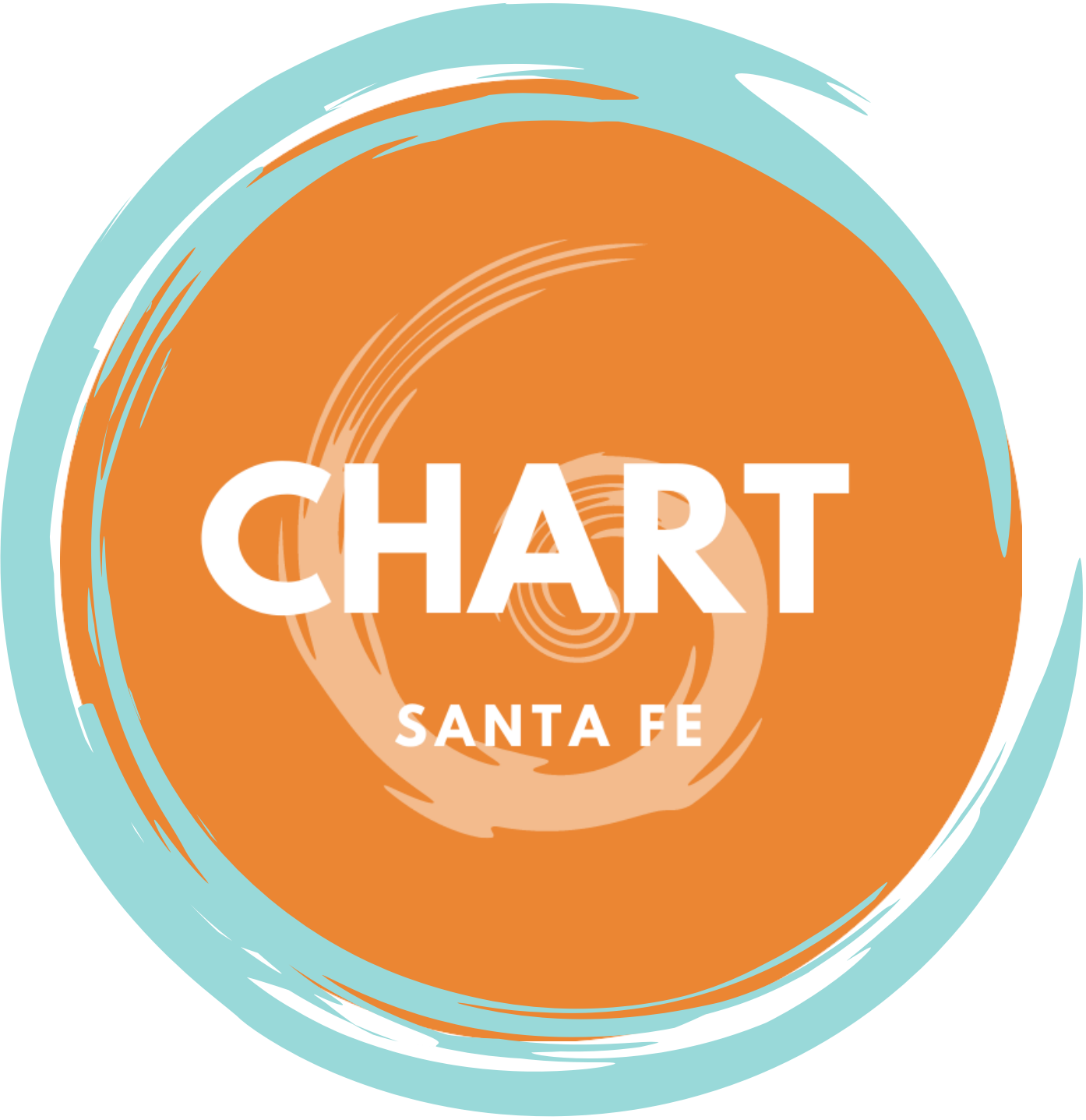


CHART
SANTA FE

# ARTFUL LIFE LLC

Artful Life is a New Mexico-based arts and community development organization that is dedicated to transforming communities through the beauty and power of creative collaboration. Our large-scale community engagement projects involve a wide range of New Mexicans of all ages, races, ethnicities and economic realities, and result in collaborative works that express a powerful sense of history, people, and place.

The work of Artful Life is deeply influenced by its Founding Director, Valerie Martínez, who has 14 years of broad and deep expertise with community-centered practice; facilitation and co-facilitation with community-based teams; engagement with stakeholders of diverse backgrounds; complex administrative and multi-layered projects; effective communication and collaboration; and program evaluation.

In other ways, Artful Life is deeply rooted in New Mexico community life. Many of our artists, project teams, and administrative staff are Indigenous to this place and/or descended from many generations of families living here. Others are more recent immigrants and/or transplants who have lived in New Mexico for anywhere from 5 years to more than 30. Each place-based project team reflects the communities where the work happens, have abiding relationships with their fellow residents, and in other ways are part of the social fabric of community life.

Artful Life's approach to cross-cultural understanding as well as ending racism and inequity is integrated into the design and plan of each project. Our trained teams carefully and intentionally envision, design, and implement each encounter, convening, and art. These consistently promote access, inclusion, compassion, empathetic dialogue, and active listening in an atmosphere of safety and respect. This kind of engagement lays the groundwork for truth, healing, and reconciliation.

Each Artful Life project also involves consultation and collaboration with a wide range of partners (CBOs, municipal agencies, neighborhood associations, etc.); recruitment and training of project team members; community outreach (including one-on-one and family meetings, meetings with neighborhood-based organizations; dialogue and listening sessions; art activations, family interviews and surveys), community convenings (art-making, civic dialogue, collaborative mapping and planning); analysis of information gathered from outreach activities and convenings; and evaluation and reporting.

Artful Life believes that communities have a remarkable depth of expertise–ancestral and contemporary–that emerges through a creative, collaborative process. This genius can chart the path forward, fueled by collective will and imagination.

Learn more: *www.artful-life.org*

Artful Life
Creative. Community. Collaboration.


CHART
SANTA FE

# OGA PO'GAY/SANTA FE

*I*n 2016, the City of Santa Fe issued a document–*Culture Connects Santa Fe - A Cultural Cartography*–presenting the results of a public engagement initiative led by Creative Strategies 360⁰. It begins with an eloquent description of the city which is still largely apt today:

*Located at the intersection of the 35th parallel north and the 105th meridian west, at 7,199 feet above sea level, the City of Santa Fe covers an area of 52.502 square miles. More than 70,000* [1] *people live here. It is a place set in the context of indigenous homelands. Beneath the modern city lay the remains of a village including gardens, middens, and wall footings delineating houses dating from between A.D. 600 and 1425. Contemporary Native American Tewa communities still recognize the site as Po'oge (White Shell Water Place) [2].*

*When Spain would officially occupy what were former indigenous homelands, beginning about 1607, this particular land would eventually come to be resettled and named La Villa Real de la Santa Fé. Since the 17th century, the city has reflected the significance of Hispanics in a rich variation of lineage (Indigenous, African, European). This hybridity, though unique in longevity of place, makes it a part, still, of the Mexican-American diaspora.*

*Over time, people from every state, continent and many ethnic and cultural backgrounds have settled in Santa Fe, a complexity that at times has contributed both synergy and tension. It is a dynamic rather than static social environment, made rich by people whose values, experiences, histories, traditions, languages, philosophies and creativity make Santa Fe unique among world cities.*

*…Santa Fe is an international destination set in a breathtaking landscape steeped in culture, and is home to some of the nation's most revered pioneering arts-based institutions. Paradox, however, boldly presents itself in the community: even with Santa Fe's significant concentration of writers and editors, it bears a high rate of illiteracy…it faces a crisis in the lack of affordable housing; and its high number of PhDs is mirrored by one of the nation's worst high school graduation rates…There is great and conspicuous wealth, yet the poverty rate is a shocking 16.7% [3] (compared to the national rate of 14.5% [4[). People have written eloquently about the power of place here, its climate, light and beauty, and yet the community-eroding effect of displacement and gentrification is apparent in every quarter of the city. These disparities are*

*evident in the places where people live and work. Santa Fe regularly ranks among the nation's most desirable places to live — both in work and in retirement — though data also indicate that the number of families with children and people under age 30 has decreased, particularly in the affluent historic and cultural districts.*

*Santa Feans live in a place where joy and pain co-exist, and yet, here beauty and creativity hold transformative power for the entire community. Given this crossroad — a city of contradictions where cultural identity holds the power of transformation to turn it around — the question is how to proceed, tapping the experiences of everyone, and serving the interests of all."*

[1] The population increased to 87,505 as of the 2020 Census.
[2] *White Shell Water Place: An Anthology of Native American Reflections on the 400th Anniversary of the Founding of Santa Fe*. 2010 Edited by F. Richard Sanchez; with Stephen Wall and Ann Filemyr.
[3]According to U.S. Census Bureau Quick Facts, the rate was 14.3% in 2022: *U.S. Census Bureau QuickFacts: Santa Fe city, New Mexico*
[4]The national rate was 11.4% in 2021: *Income and Poverty in the United States: 2020 (census.gov)*

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# SUMMARY

This final report of the CHART (Culture, History, Art, Reconciliation and Truth) initiative presents a history of the project (from first mention to substitute resolution and finalized contract), a summary of project activities, a discussion of methods (iterative process, public engagement, data collection and analysis), a thorough discussion of results and recommendations, and a wealth of information in the form of appendices.

Organized into “Culture,” “History,” “Art,” “Reconciliation,” and “Truth” topic areas, we present 53 recommendations to the City of Santa Fe Governing Body that are based on 11 months of public engagement and data collection. These include: hosting more multicultural events that are free and take place in all neighborhoods of the city and county; undertaking a review of historical, cultural, and other events/programs currently hosted by the City to assess whether they reflect the community’s current diversity; investigating the possibility of creating a “Santa Fe History Museum;” creating more public art (excluding monuments and memorials) and locating it more equitably among neighborhoods; establishing and implementing official processes for creating and assessing public monuments, memorials, and works of art; soliciting public input for all of these processes; immediately beginning a process to reach a resolution between two most favored options for the disposition of Soldiers Monument/”Obelisk;” establishing a “Diversity, Equity, and Inclusion” office/department dedicated to dismantling systemic barriers to racial, gender, health, socio-economic and other forms of equality; undertaking the creation of an updated General Plan that identifies racism and inequity as continuing challenges for the city and initiates action, establishing a new “Department of Community Engagement” that will (among other things) cultivate healthy relationships and two-way channels of communication with community-based organizations, implement a diverse public engagement strategy, and develop effective mechanisms for relaying public input to city entities and the Governing Body; and immediately implementing a continuing process of truth, healing, and reconciliation for its citizens.

If the City of Santa Fe and its residents are courageous enough to undertake these and other changes as well as a many years-long process of truth-telling and reconciliation, we can “act as stewards of something greater than ourselves,” co-create a community of belonging for all who live in the city and county, and “choose the right path today, so that in the future they call us good ancestors.”




CHART Art with Middle School Students at Camino Real Academy,
with thanks to Art Teacher Carol Schrader and artist Maureen Burdock



# INTRODUCTION

*Oghá Po'oge, Yootó, Ts'u'yala, Santa Fe de Nuevo México, La Villa Real de la Santa Fe de San Francisco de Asís, Santa Fe [5,6,7]*

This is a story about stories–passed down by our ancestors, in petroglyphs and orature, in maps and treaties (held and broken), historical documents, poetry, fiction, and nonfiction. There are stories we know, overhear, discover in the pages of books, flash across social media, witness in the language of water, land, sky, and sun. Some stories we cling to; some we hold tentatively; some fail us when we discover they are frail under the harsh light of facts.

Stories are at the heart of community life. They inform us, guide us, confront us, confound us. They are reflected in storefront signs, works of art, historical markers, monuments, book jackets, speeches, quiet and loud conversations, in the faces of those we know and love and in those who are strange to us. We absorb them consciously and unconsciously from the moment we wake until we close our eyes to sleep.

The Santa Fe River, from its headwaters in the Upper Watershed and its long, fitful course to confluence with the Rio Grande, is perhaps the oldest story of Santa Fe. Water is why Oga Po'gay and Santa Fe exist, feeding the flora and fauna long before humans arrived and then nurturing indigenous and subsequent communities from settlement forward. The river–where it flows, where there is only a memory of flowing–bears witness to the history of Santa Fe and its peoples.

We keep the endangered Santa Fe River in our mind's eye as we present this report from the CHART project to the Governing Body of the City of Santa Fe. It helps us embrace history in its broadest sense and signals a brighter or darker future for our community. We must be caretakers of water in order to secure a living future for ourselves and our descendants just as we must serve as caretakers of our community in order for it to thrive.

Santa Fe is at a crossroads. This is not the first time in our history, and it will not be the last. The toppling of Soldier's Monument/"Obelisk," and its aftermath, unearthed long-standing and new feelings, opinions, and perspectives about who we are, where we've been, what we've done, and what we've failed to do. These are passionate, often strident, and they have dominated a great deal of public discourse since October of 2020. The aftermath of what happened to Soldiers Monument/"Obelisk" also sparked a municipal process that created the Culture, History Art, Reconciliation and Truth (CHART) project.

This is our story, and it continues.

The controversy over Soldiers Monument/"Obelisk" did not happen in a vacuum. In the wake of the murder of George Floyd by City of Minneapolis police officer Derek Chauvin–who pressed his knee on Floyd's neck for 9 minutes and 29 seconds on May 25, 2020–thousands of protesters entered U.S. streets and cried out against historic and systemic racism and oppression. Some protests resulted in the toppling of statues and memorials to Confederate soldiers and generals. Statues of Christopher Columbus were also targeted as activists for Indigenous representation and rights called for action around Land Back and sovereignty movements, justice for Missing and Murdered Indigenous Women, and reparations after discoveries of mass graves of children buried at boarding schools. In the midst of this feverish period of social unrest Soldiers Monument/"Obelisk," on the Santa Fe Plaza, was damaged and toppled by protesters on October 20, 2020.

We mention this context because it explains, in part, why monuments and statues everywhere–no matter how similar or different their particular histories–became flashpoints and, in some cases, sites of violence. And we are still in the midst of this period in U.S., New Mexico, and Santa Fe history, when old and new questions about the past ask us to reckon once more, reckon anew, with who we were, who we are, what we stand for, and how we move forward.

This is the difficult and significant terrain–a thicket of questions, emotions, opinions, facts, demands, and stories–that was the focus of the CHART project. Our job was to engage as many Santa Feans as possible in order to listen and listen and listen and listen and listen as well as create safe spaces and processes for residents to share their stories and the stories that have rocked the community. We worked to promote a mutual understanding of values we hold dear and values we share. We did not presume that answers or solutions were guaranteed in the short, 12 months of the contract period, not with the challenge of such cultural, historical, and aesthetic complexity. Nevertheless, we believe the wisdom of the community shines through, in this report, enough to move us along in significant ways.

We believe that if the City of Santa Fe and its citizens are courageous enough to undertake change and a many years-long process of truth, healing and reconciliation, we can co-create a community of belonging for all who live in the city and county. The information we gathered and present here is in service to this goal–the hope for a better future, a better story, for ourselves, our children, their children, and the generations to come.

"In the last days of the fourth world I wished to make a map for
those who would climb through the hole in the sky.

My only tools were the desires of humans as they emerged from the killing fields, from the bedrooms and the kitchens.

For the soul is a wanderer with many hands and feet.

The map must be of sand and can't be read by ordinary light. It must carry fire to the next tribal town, for renewal of spirit."

–Joy Harjo, U.S. Poet Laureate [8]

"Lo que nos llevamos al pozo cuando muremos es nada más que un puño de tierra. Pero lo que dejamos son recuerdos e historias de quien fuimos y come caminamos entre la gente. Por feos, bonitos, ricos, pobres, buenos o malos, inteligentes, medio zafa'os, generosos o cuscos, si no van a decir 'tan bueno que fue' or 'pobrecita, tan buen corazón que tenía,' pues tan siquiera que digan, 'tanto que peleó por su pueblo, aunque nada se llevó.'

(All we take to the grave when we die is a handful of dirt. But what we leave behind are memories and histories of who we were and how we walked among people. Whether we are ugly, pretty, rich, poor, nice or mean, intelligent, kind of slow, generous or greedy, if they are not going to say 'he was such a good person' or 'poor thing, she had such a big heart,' well, at least they should say, 'he fought so hard for his community, although he took nothing with him."

–Levi Romero, New Mexico Poet Laureate, 2020-2022 [9]

[5] Tewa
[6] Diné
[7] Zuni
[8]Harjo, Joy (U.S. Poet Laureate), from "A Map to the Next World" in the book by the same name, Norton, 2002.
[9]*Querencia: Reflections on the New Mexico Homeland*, Eds. Vanessa Fonseca-Chávez, Levi Romero, and Spencer R. Herrera. University of New Mexico Press, 2020.

# HISTORY OF CHART

The story of CHART, itself, is a complicated one. First mentioned in October, 2020, in the midst of the whirlwind after the toppling of the Soldiers Monument/"Obelisk," Mayor Alan Webber publicly announced:

"I've introduced the resolution to form a commission on culture, history, art, reconciliation and truth: CHART. Its job is to chart a path forward for all of us. It will create a place where everyone's voice can be heard and where everyone's views will count.

This is a critical step in our city coming together and developing solutions and a way forward—for the Plaza and beyond. The resolution will work its way through all three of our City Council committees and in the end it will be shaped by every member of the Governing Body. I invite you to give input, too. It's going to take all of us. Once it's adopted, we will put it to work with intention, inclusion and speed."

By December 16, 2020, members of the Governing Body had decided to alter the Mayor's original approach (a CHART commission to be "shaped by every member of the Governing Body") for a new one:

"A substitute resolution for the Culture, History, Arts, Reconciliation and Truth committee (CHART) is on the agenda for presentation at tomorrow evening's meeting of the Governing Body. The resolution is sponsored by Mayor Webber and Councilors Romero-Wirth, Rivera, and Abeyta.

The substitute resolution eliminates for now the idea of an appointed commission, and instead calls for a widespread, inclusive, and democratic process for community-based engagement. The focus is not on an oversight body, but on as much participation from the people of Santa Fe as possible. It takes a different approach to increase inclusivity and community participation, while understanding this is a call to action to discuss the City's cultural histories and current viewpoints to seek solutions for a future of peace, justice, healing, and reconciliation. This substitute resolution focuses on creating a process for community engagement to encourage all people to speak, to be heard, and to listen."[10]

At the January 13, 2021, City of Santa Fe Governing Body meeting the "Substitute CHART resolution" was unanimously approved.

"The evolution of this resolution from its inception to its final form exemplifies democracy in action. The original proposal was for the formation of a committee that would deliberate and make recommendations for the disposition of monuments and statues that became controversial flashpoints last summer. Upon further research and reflection, the sponsors–Mayor Alan Webber, Councilor Carol Romero-Wirth, Councilor Roman “Tiger” Abeyta, and Councilor Chris Rivera–decided that far better outcomes would be achieved through a grassroots process that invites and facilitates community-member-to-community-member dialogue. The substitute CHART resolution eliminates, for now, the original idea of an appointed commission, and instead calls for a democratic, grassroots process of community-based engagement. The focus is not on creating an official oversight body, but on fostering as much participation from the people of Santa Fe as possible…the process will require patience—there are no durable quick fixes to historic grievances—but the reward will be an outcome that’s the result of grassroots democracy in action and reflective of the community as a whole.” [11]

At this meeting, several City of Santa Fe city councilors commented on the revised approach this way:

“‘The focus of CHART needs to be our community members participating, being heard, and sharing their stories and experiences. Community healing and moving forward is our goal. It is about understanding each other, and this resolution allows for that opportunity,’ said Councilor Abeyta.

‘This resolution allows the focus to be on giving our residents the opportunity to be heard, to feel heard, and to heal,’ said Councilor Romero-Wirth.

Councilor Rivera echoed the desires for community healing, while emphasizing, ‘We need to start the process, we need to provide an opportunity and platform for all residents to participate, not just group leaders and organization representatives, but members of groups, grandmothers, cousins, and friends.’ He continued, ‘We need to listen to what people want and find a way forward. I also want to acknowledge and thank the many individuals that have reached out to this point, and shared comments, feedback, and feelings.’”[12]

In a public letter dated January 19, 2022, Mayor Webber commented on the progress of the CHART initiative:

“After months of committee hearings involving every member of the City Council, we unanimously adopted a resolution to begin the CHART process….Patterned after a community-led process used in Albuquerque, our Culture, History, Art, Reconciliation, and Truth process represents a grass-roots, open, transparent, and democratic way for

everyone in our community to have their voice heard—and to hear the voices of friends, neighbors, and all who want to participate. The process calls for courageous conversations, where we honestly and respectfully listen to and learn from each other. Importantly, the elected officials in City government—including me—will take a step back. These discussions will belong to you. Your voice, your values, your personal and family stories and your recommendations are what matter."[13]

Here, and during public meetings, there was mention of the Albuquerque process, specifically its "Race, History, & Healing Project (RHHP)," a three month initiative created by the City of Albuquerque after protests and a shooting at the site of a statue of Oñate resulted in the removal of this statue.

The RHHP focused on one question –whether the "Oñate statue"[14] should be reinstalled at the site. Here's a description of the project from the RHHP project summary:

"The Race, History & Healing Project launched in summer 2020 in response to community concerns about the Oñate statue that forms part of La Jornada public art installation on the grounds of the Albuquerque Museum. The project supported community-centered dialogue (community members talking with each other) which led to community-generated recommendations from the community to City leadership."[15]

The results of the Albuquerque project were as follows:

"The Race, History and Healing Project Community Solutions Table recommends the following regarding the Oñate statue and La Jornada:

- The Oñate statue will not be returned to the installation at 19th & Mountain.
- La Jornada will not remain, as is, on the land at 19th & Mountain. By this we mean that La Jornada may be re-envisioned and/or re-contextualized.

Where the Oñate statue will end up and how La Jornada might be re-envisioned has NOT been determined. Hence, we the facilitation team also make the following recommendations to the Arts Board and the City Council:

- Create more time and space for healing, recognizing needs are different for the represented groups.
- Create additional opportunities for participants to advise what happens with the statue and installation in response to the above recommendations."[16]

The recommendations, above, were made to the Albuquerque City Council in December of 2020. To date (August 3, 2022), per the RHHP organizers, the City Council has not acted on these recommendations, a source of considerable frustration on the part of those who took part in the process, and others.

We mention the RHHP because it shaped the Governing Body's idea for CHART but was significantly different in scope, breadth, and duration. This caused confusion on the part of many residents about what the CHART Santa Fe project was actually supposed to do. For example, the substitute CHART resolution includes two kinds of language around community dialogue sessions including, repeatedly, "community dialogue sessions" and, once, "all three dialogue sessions" (the latter in reference to the Community Solutions Table). There is also mention of Rounds One, Two, and Three which describes general topic areas for "community dialogue sessions" rather than specific numbers of sessions.

We understand the singular mention of "all three dialogue sessions" and Rounds One, Two, and Three to vaguely refer to the RHHP process in Albuquerque which lasted only three months.

Fortunately, the CHART contract clarifies, for the lead consultant, how the resolution should be carried out in regards to dialogue sessions: "The CHART consultant team will be the lead to fulfill the Resolutions framework through…Convene community dialogue sessions by organizations; Convene and facilitate, as appropriate, community dialogue sessions open generally to community members unaffiliated with a particular community organization… Facilitate Community Solutions Table."[16] Readers can view the complete list of contract obligations on pp. 12-13 of this report.

Because of confusion about the Albuquerque process in relationship to CHART, we spent many, many hours, in the first three months of the project, responding to confused and angry residents, many of whom were under the impression that CHART was solely focused on whether Soldiers Monument/"Obelisk" would be reinstalled (like the singular question at the center of the RHHP), that the CHART consultant and/or team would make this decision; that the decision was "already made" because of the final recommendation made by the RHHP about the Oñate statue in Albuquerque; that there would be only three dialogue sessions and that a select few who attended these, the Community Solutions Table, would decide the fate of Soldiers Monument/"Obelisk," and more.

All of the above impressions do not reflect the CHART process as undertaken and completed by Artful Life in fulfillment of the contract. Also, it's important to note that Artful Life applied for the contract based on its grassroots approach to arts and community development which emphasizes a robust process of public engagement in which communities–dozens and dozens of participants working together–make decisions for themselves.

For these reasons, it bears repeating that at the heart of the CHART process, administered by Artful Life, is the following:

“...a grassroots process that invites and facilitates community-member-to-community-member dialogue. The substitute CHART resolution eliminates, for now, the original idea of an appointed commission, and instead calls for a democratic, grassroots process of community-based engagement. The focus is not on creating an official oversight body, but on fostering as much participation from the people of Santa Fe as possible.”

This grassroots process, as articulated in the substitute CHART resolution, focuses on local and larger historical, social, and cultural issues that affect where we are today:

"WHEREAS, the City of Santa Fe (“City”) recognizes the political and cultural divisions in the United States at this time and has observed the destruction of the Soldier’s Monument (the Obelisk) on the Plaza, the removal of the Don Diego de Vargas statue from Cathedral Park by Executive Order, and the boarding up of the Kit Carson memorial; and

WHEREAS, the City understands there is an urgent call to action by city residents, diverse stakeholders, and the Governing Body to discuss the City’s cultural histories and current viewpoints to seek solutions for a future of peace, tolerance, racial equity, social justice, healing, and reconciliation; and

WHEREAS, the City’s leadership recognizes the need to create a process for community engagement to encourage people to speak, to be heard, and to listen.”[17]



[10] *City Council Members and Mayor Webber Introduce Substitute Resolution to CHART Process | City of Santa Fe, New Mexico (santafenm.gov)*
[11] *CHART Process Approved 1/13 - Sponsored by Entire Governing Body | City of Santa Fe, New Mexico (*santafenm.gov)
[12] *City Council Members and Mayor Webber Introduce Substitute Resolution to CHART Process | City of Santa Fe, New Mexico (santafenm.gov)*
[13] *Download a PDF of this letter here: Culture, History, Art, Reconciliation, and Truth (CHART) | City of Santa Fe, New Mexico (santafenm.gov)*
[14] *City removes Oñate statue after Monday's violence - Albuquerque Journal (abqjournal.com)*
[15] *rhhp-combined-report-draft-v1.pdf (cabq.gov)*
[16] & [17] *CITY OF SANTA FE, NEW MEXICO (santafenm.gov)*

# PROJECT ACTIVITIES

In service to the above purposes and process, Artful Life LLC designed and implemented a wide range of project activities that comprised the CHART initiative. Below is a table that summarizes the activities performed by the project team from August 12, 2021 to August 31, 2022 followed by the contract requirements fulfilled during the project period. Learn more about Artful Life's methods in the next section of this report.

Over the course of the project we engaged 1,372 unique participants in the CHART project and had almost 10,000 engagements (attendance, including repeats, at events and activities; survey responses; interviews; arts activities, and more). The results serve as the collective voice of the community telling a complex and sometimes contentious story.

## Project Activities CHART

| | # of Events/ Sessions/Meetings* |
|---|---|
| Surveys | 2 |
| Dialogue Sessions | 28 |
| Art Activations | 8 |
| Cultural History Talks/Presentations | |
| *Live* | 3 |
| *Online* | 4 |
| Culture Blog Posts | 37 |
| Meetings with Organizations | 44 |
| One-on-One Interviews | 13 |
| Community Solutions Table | 3 |
| Emails, Phone Calls, Conversations | 1020 |
| Additional Activities/Events *(School Visits, Pete's Place, Juneteenth,* | |
| *Indigenous Ways Festival, Restaurants, SF Place Mall, etc.)* | 9 |
| Team Meetings/Trainings | 46 |
| Reports | 1 |

**excludes social media, MailChimp campaigns, etc.*

# CONTRACT REQUIREMENTS

The following activities are outlined in Artful Life's contract with the City of Santa Fe. All have been completed and more were performed to maximize the impact of community engagement.

*Administration*

1. Identify and train a team of facilitators for community dialogue sessions, one-on-one interviews, online surveys, and Community Solutions Table;
2. Conduct regular check in sessions for facilitators;
3. Design project activities with an evaluator to ensure equity, inclusion and non-bias questions/framing;
4. Pair facilitators or co-facilitators with conveners of organizational and community dialogue sessions;
5. Ensure multilingual and accessibility access including, but not limited to, child care when in-person meetings are allowable by State Public Health Order;
6. Manage an engagement calendar and schedule of online and in-person convenings, interviews and other interaction as needed;
7. Coordinate and set meeting schedules with the City project liaison (Director of Arts and Culture);
8. Participate in weekly check-ins with the City project liaison (Director of Arts and Culture) regarding logistics and schedules;
9. Collaborate with the City project liaison (Director of Arts and Culture) on city-wide outreach including but not limited to organizations and individuals.
10. Design, coordinate, implement and manage communications including social media, press releases, website, written reports, etc;
11. Provide quarterly updates to the Governing Body on the status of the CHART process;
12. Utilize bilingual, Spanish and other languages including American Sign Language, as needed.

*Facilitation/Training*

1. Convene community dialogue sessions by organizations;
2. Convene and facilitate, as appropriate, community dialogue sessions open generally to community members unaffiliated with a particular community organization;
3. Facilitate convenings primarily via online platforms, although some in-person sessions may be possible depending upon Public Health Order;

4. Provide implicit and anti-racism training sessions to but not limited to City elected officials, City Project Team, City Directors and/or others as identified by the City;
5. Facilitate one-on-one interviews;
6. Facilitate Community Solutions Table;
7. Utilize bilingual, Spanish and other languages including American Sign Language, as needed.

*Art Activations*

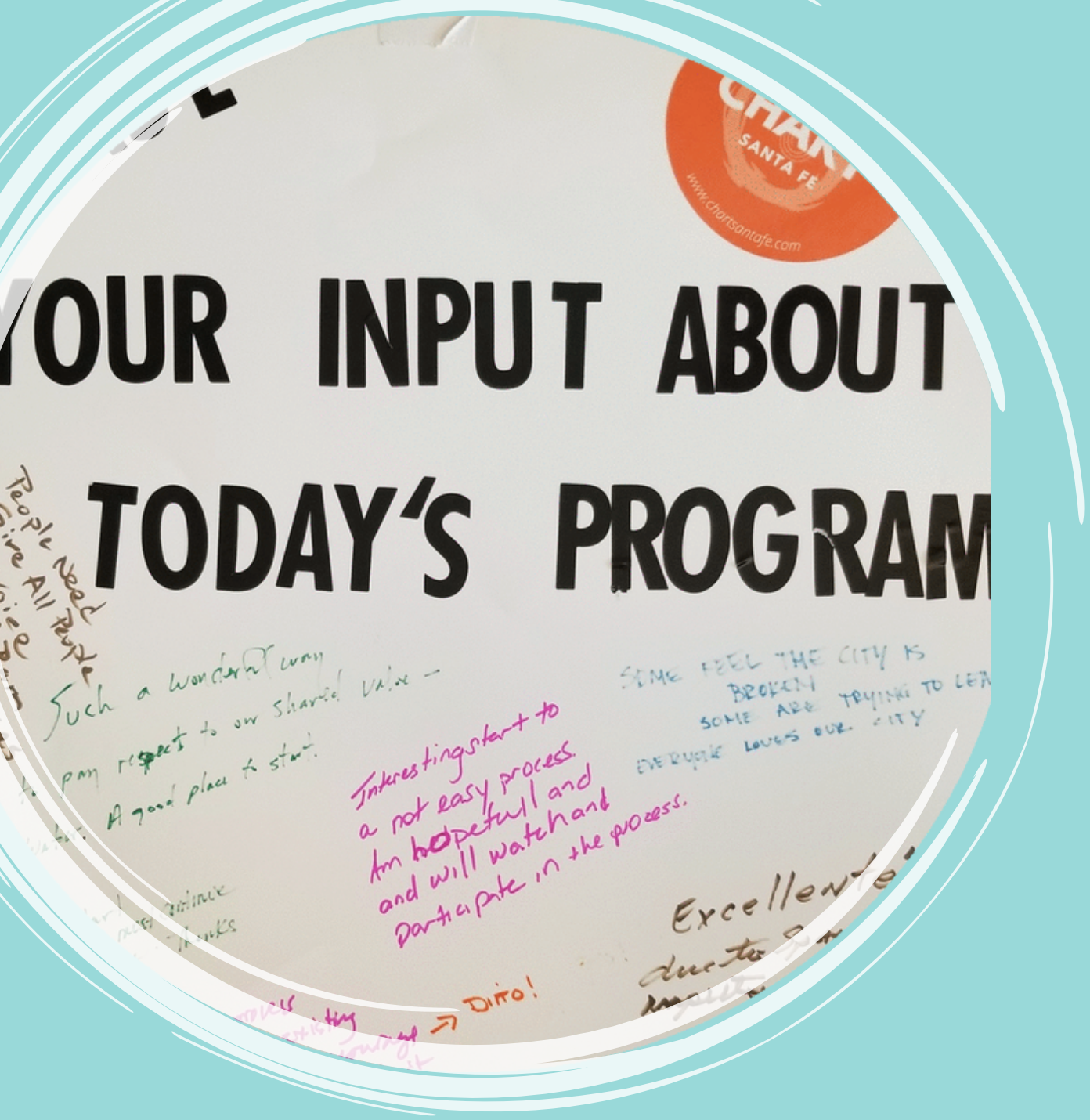
1. Engage Santa Fe's artistic and cultural community to produce 5-8 art activations modeled on, but not exclusive to, New Orleans' Paper Monuments project. Undertake artist outreach that includes all mediums, ages, and career levels particularly with focus on Black, Indigenous, People of Color, LGBTQ and non-binary and those from traditionally disenfranchised communities;
2. Provide artists to be paid as possible;
3. Identify locations for art activations included not limited to the downtown Plaza;
4. Utilize artist selection process that is call format and is to be as accessible as possible through simplified application;
5. Coordinate with the City Project Liaison for sites identification;
6. Utilize bilingual, Spanish and other languages including American Sign Language, as needed.

*Cultural History Series*

1. Create series focused on Santa Fe and Northern New Mexico's history, present and future for both online and in person (when feasible);
2. Engage with historians, artists, culture bearers, storytellers, scientists, makers, etc. in formats that will engage a wide range of ages and interests;
3. Record and document all sessions for access to the public via City website/YouTube or similar;
4. Evaluate each session for efficacy and impact.

*Reporting and Evaluation*

1. Summarize and/or collect discussions notes from all engagements (convenings, interviews, survey) for the Community Solutions Table;
2. Create and implement an evaluation for both participants and trained team facilitators on the process and outcomes;
3. Use data visualization, infographics, dashboards etc. that expresses data in various representation to convey the stories and information behind the numbers;
4. Create a Final Report on the CHART Initiative.


YOUR INPUT ABOUT
TODAY'S PROGRAM
Such a wonderful way
pay respect to our shared value –
A good place to start.
Interesting start to
a not easy process.
Im hopefull and
and will watch and
Participate in the process.
SOME FEEL THE CITY IS
BROKEN
SOME ARE TRYING TO LEA
EVERYONE LOVES OUR CITY
Excellente!
DITO!

# METHODS

# ENGAGEMENT

At the heart of the CHART process was public engagement, and Artful Life dedicated itself to as broad and inclusive a process as possible. One of the challenges of a municipal engagement process is reaching as many residents as possible–many of whom do not attend town hall meetings and public dialogues, engage with their elected officials, or know about municipal initiatives that seek their knowledge and opinions.

For this reason, CHART reached out to Santa Feans in a wide variety of ways–facilitated by a large and diverse project team–in order to gather as many stories, feelings, beliefs, perspectives and opinions as possible. These included both online and in-person activities. We hosted Zoom and in-person dialogues with emphasis on small group interaction. We met with dozens of organizations for listening sessions and discussion. We conducted one-on-one interviews. We visited schools to engage with K-12 students. We presented talks with experts in the field. We conducted two public surveys, available online and in-person (paper). We presented short films followed by dialogue. We created social media campaigns and launched a Culture Blog. We made art with children, youth, and adults. We reached out in English, Spanish, ASL, and the universal language of games, poetry, fingerpaint, and song.

We invite readers to view a short video here to get a sense of how we engaged with Santa Feans during the project.




During the first half of the project, we faced challenges related to the Covid-19 pandemic which prevented us from indoor activities and meant limited access to businesses that were still shuttered or employing fewer workers on-site (as many employees were working remotely). Nevertheless, we worked hard to create and implement a wide range of mechanisms regardless of limitations.

For example, our first survey was distributed primarily online though we also gathered paper surveys at public venues while adhering to public health orders. Our first Cultural History Series talk was online (and then available on YouTube) followed by a limited capacity talk in February (also subsequently available online) with the audience in masks. Both were followed by a live event in March (also subsequently available online). Public dialogue sessions were held by Zoom until we could safely convene in person. We visited classrooms online until it was physically safe to visit schools. We launched a Culture Blog to facilitate online engagement for those who were still nervous about leaving home and those who favor engaging from the comfort of their desktop, laptop, or tablet. In other words, we worked hard to adhere to public health orders while continuing to move forward with CHART activities throughout the contract period.

Overall, the wide range of project activities were designed to gather valuable data (the basis for this report) whether in the form of notes from interviews, dialogues and listening sessions; responses to qualitative and quantitative surveys, data from evaluation forms, poetry, drawings, paintings, collage; content from phone calls and email messages; comments on blog and social media posts, and more.



# DIALOGUE

Central to public engagement in the form of dialogues was the small group. Both online and in-person dialogue ushered participants into small groups of 4-6 persons with prompt questions. The questions were available on the CHART website ahead of the scheduled events as well as emailed to those who registered so that participants would have time to consider the questions beforehand.

We also employed a “talking circle” format for each small group, allowing equal time (usually 2 minutes per round) for each person to speak and share, moving around the circle in the same order each time. This format not only ensured that speakers were given equal time, but it allowed for a lot of listening. The necessity for listening came up repeatedly in responses to our first survey–respondents felt strongly that listening was desperately needed in public dialogue about difficult subjects.

“The CHART process can go a long way to building the culture we want. A culture in which we are both candid and caring in which it is natural to practice deep, reflective listening. A culture in which we are able to let the other in...into our psyche, our heart. Invite people to use their imagination to try to really feel what it's like to be someone very different from oneself.” (Survey 1 respondent)

The emphasis on small group interaction is a best practice that Artful Life has used very effectively for many years and is used widely in the field of arts and community development.

“‘The small group is the unit of transformation. The small group is the structure that allows every voice to be heard. It is in groups of 3 to 12 that intimacy is created. This intimate conversation makes the process personal. It provides the structure where people overcome isolation and where the experience of belonging is created…The small group is the bridge between our own individual existence and the larger community...Something almost mystical, certainly mysterious, occurs when citizens sit in a small group, for they often become more authentic and personal with each other there than in other settings.”[18]

During small group dialogue sessions, trained CHART facilitators kept time for each person and the entire activity as well as guided participants through the prompts and questions. CHART facilitators expressed no opinions, nor did they advocate for any position on an issue. Their job was to ensure equal time for participants and assist each small group in moving through the process while another team member took careful notes. When CHART met with organizations, at their request, we suggested this same format for the meetings.

Readers are invited to watch a short video of a CHART dialogue in March here.

Readers can view a detailed CHART event plan in Appendix E. Find our guidelines for civil dialogue, provided to participants during public dialogue sessions, in Appendix J.



[18] Block, Peter. Community: The Structure of Belonging. Berrett-Koehler, 2009, p. 95

# COMMUNITY SOLUTIONS TABLE

One additional activity worth mentioning here is the Community Solutions Table (CST). The CHART contract includes the following instructions for implementing this part of the process: “Facilitate Community Solutions Table” and “Design the …Community Solutions Table with an evaluator to ensure equity, inclusion, and non-bias questions/framing.” In keeping with these requirements and the methodology of the project, Artful Life developed the following, more detailed description of the CST:

“The members of the Community Solutions Table will consist of individuals who have consistently engaged with the project and its range of activities and will be determined after the majority of the public engagement events have occurred. Membership on the Community Solutions Table shall be intentionally diverse and representative of the Santa Fe community in of age, gender identity, sexual orientation, race, and cultural background. It will include a balance of perspectives and opinions on the City’s culture, histories, and stories, as well as a balance of perspectives on the obelisk and other monuments and statues of the community.

Table members will review the body of data collected over the course of public engagement activities (surveys, dialogue session notes, one-on-one interview notes, results of art activations, responses to Cultural History Series events, and more) and use this as a basis for proposing recommendations to be included in the final report. This process ensures that recommendations are based on the hundreds of responses by community members that reflect a robust and diverse public engagement process rather than the views of a few. This was the intention of the Governing Body when it rejected a process limited to a commission or board of a limited number of individuals.”

Artful Life compiled results of public engagement (notes from dialogues and interviews, survey results, analysis of Survey 1, and additional data) for study and review by the members of the CST–two binders consisting of 330 pages of information. The members received the material three weeks prior to a weekend of meetings. At the meetings, CST members discussed the findings, deliberated, and decided which issues/topics they wanted to address in the form of recommendations to the City of Santa Fe Governing Body. The recommendations of the CST (a subset of all recommendations in the report) appear in this report.

# TRACKING

Throughout the project we tracked attendance at every activity and event, as well as for meetings and phone calls. We analyzed the data to determine how many participants were “unique” as well as the total number of “engagements” which included repeat attendance/participation. We also tracked “outreach,” that is, how many people were sent CHART emails, MailChimp updates and newsletters; City of Santa Fe CHART-related news blasts and updates, as well as approximate numbers of readers/viewers of newspaper articles about CHART (the latter with readership numbers provided by media outlets). These produced the following statistics:

1,372 Unique Participants
9,911 Engagements
37,199 Outreach

We also tracked, as often as possible, who was participating in CHART activities in terms of the following demographics: age, zip code and/or ethnicity and race and/or other descriptors volunteered by participants. Sometimes this was easy–e.g., asking for such information with online pre-registration forms–but for other CHART activities (e.g., drop-in events at parks and malls and homeless shelters and libraries) collecting demographic information might have resulted in cumbersome registration processes or discouraged some residents from participating. We were cognizant, throughout the project, that we were consistently asking participants to be forthright about their opinions and that discussion about, for example, monuments and equity might bring up sensitive issues of racism and discrimination.

Many participants were also keenly aware of vitriolic dialogue around Soldiers Monument/”Obelisk” present in public forums and the media, and some expressed worry about being unsafe if they honestly shared their opinions. For example, one resident told us, “We have kids in the schools” while expressing a reluctance to speak honestly in the company of others about what it is like to be a Black person living in Santa Fe. Others distrust demographic data for other reasons.

“According to Kader et al. (2022), there are privacy concerns related to disaggregating results, especially for small populations. For example, there are fears that findings can be used to target specific populations and can lead to willful misinterpretation to support stereotyping and discrimination. Additional issues are posed when limiting response options, and some individuals may not respond because they feel excluded if the race/ethnicity they identify with is not listed or when none of the responses apply.”[19]

For this reason, we were sensitive about “gatekeeper” requirements at CHART events and also made the decision to anonymize any notes from dialogues, meetings, listening sessions, and discussions to protect our participants.

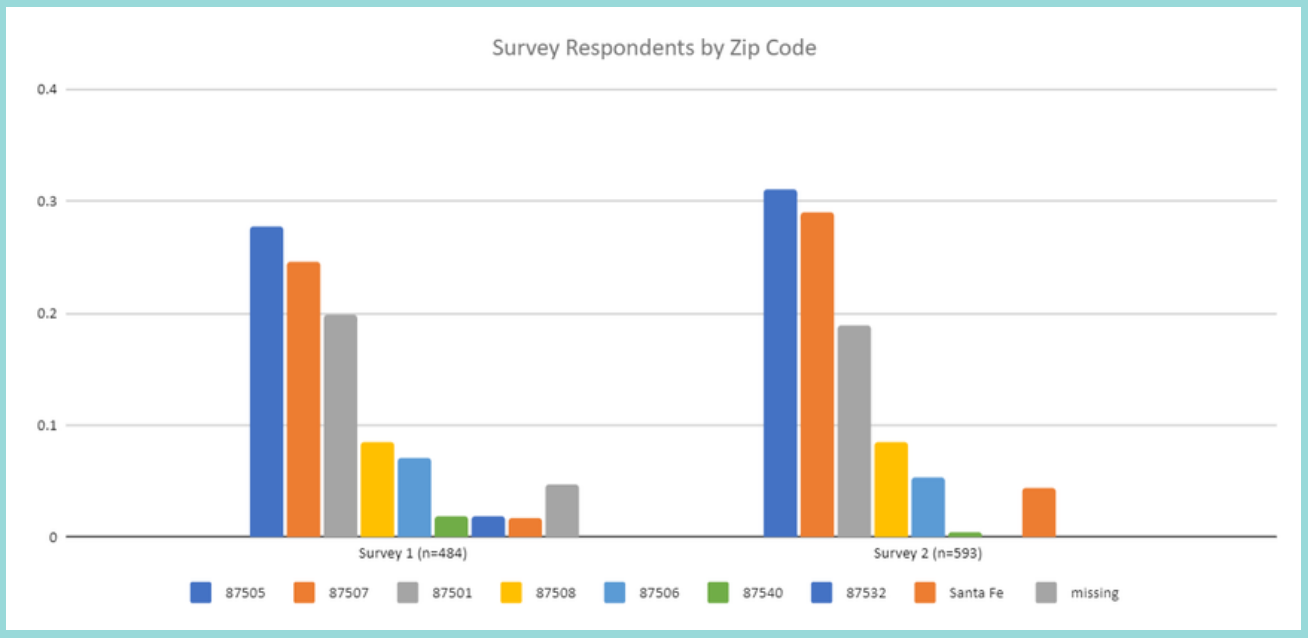
With the demographic information we were able to gather and through careful observation of who was engaging with the project, we tracked who was attending and who was not. Where we saw gaps, we redoubled our efforts to reach those whose voices needed to be heard. Reaching residents of color was a particular focus, as was the segment of the city and county populations aged 20-29.

We reached out, in particular, to the four Pueblos located in Santa Fe County–Tesuque/Tet-Sugeh; San Ildefonso/Po-Woh-Geh-Owingeh; Pojoaque/P'o-suwae-geh, and Nambé/Nanbé Owingeh–as well as the Institute for American Indian Arts and organizations serving the Indigenous people of the city and county. We also held several events at Santa Fe Place Mall where we were able to engage with individuals whose first language is Spanish, more recent immigrants to Santa Fe, and teens and younger families. We held events with teens at Pojoaque and Capital High Schools, and the Santa Fe Public Schools were especially helpful in promoting surveys and events to students, teachers, and staff. CHART also attended special events like the Midtown Block Party, Indigenous Ways Festival, and Juneteenth. We also spent an afternoon at Pete’s Place, making art and talking with homeless members of our community.

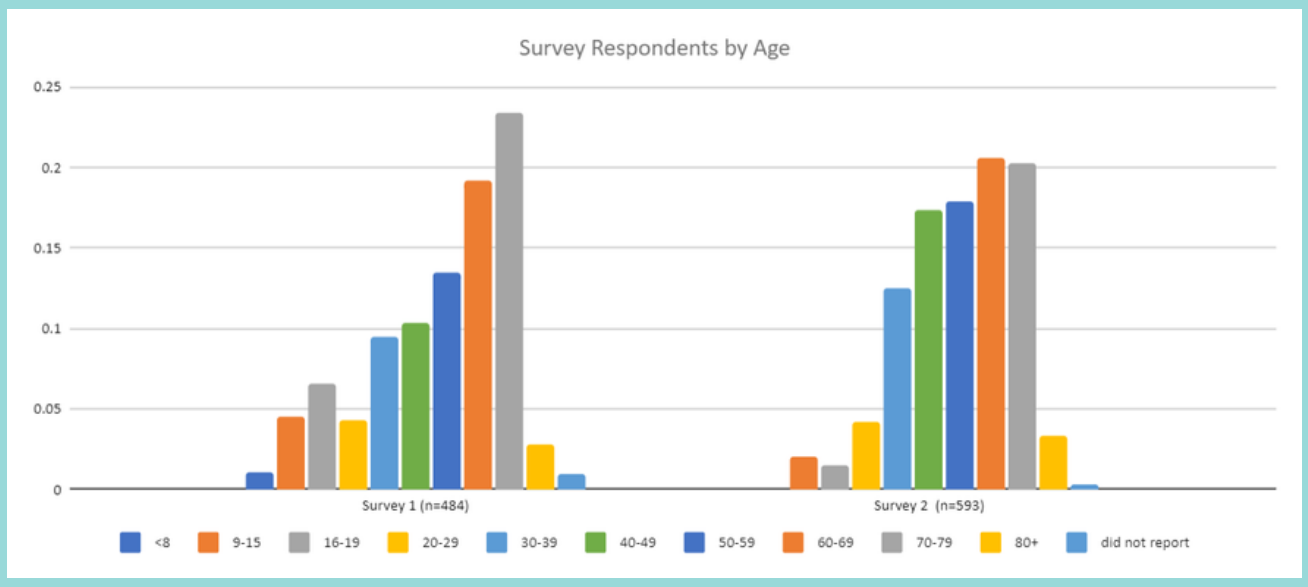
CHART also created and utilized a list of over 140 Santa Fe-based organizations (see Appendix A) to reach out via email and/or MailChimp newsletters inviting their members/clients and staff to participate in CHART activities. This list includes such organizations as the Caballeros, NAACP, EarthCare, Human Rights Alliance, Japanese American Citizens League (New Mexico Chapter), Fiesta Council, Old Santa Fe Association and the Exploring Whiteness and Understanding Privilege, among many others. In response to these invitations, we met with 44 of the organizations on this list.

In terms of age, zip code, and ethnicity and race, the most reliable picture of who participated in CHART is best reflected in the results of Surveys 1 and 2 (age and zip code) and Survey 2 (ethnicity and race). As mentioned previously, we did not require demographic information at every event, for the reasons stated above. Because of this, the following tables do not perfectly reflect, as a whole, everyone who participated in CHART, but they give us some indication.






The chart shows that the majority of CHART Survey 1 and 2 respondents–who provided this information–live in three zip codes: 87505, 87507, and 87501.




In terms of participation by age, those ages 60-69 and 70-79 accounted for 19.2% and 23.3% (respectively) of Survey 1 respondents and 20.2% and 20.6% (respectively) of Survey 2 respondents. Based on the 2019 American Community Survey (ACS), these percentages are consistent with Santa Fe's population, overall. [20]

In terms of ethnicity/race (as discussed above), we have only partial results–the data from Q38 of Survey 2. Though we collected information about race/ethnicity on public dialogue registration forms in the form of the following question:

“Please tell us a little about your background. Creating diverse discussion groups is important to CHART. Knowing more about your race, ethnicity, background, etc. will assist us with this”

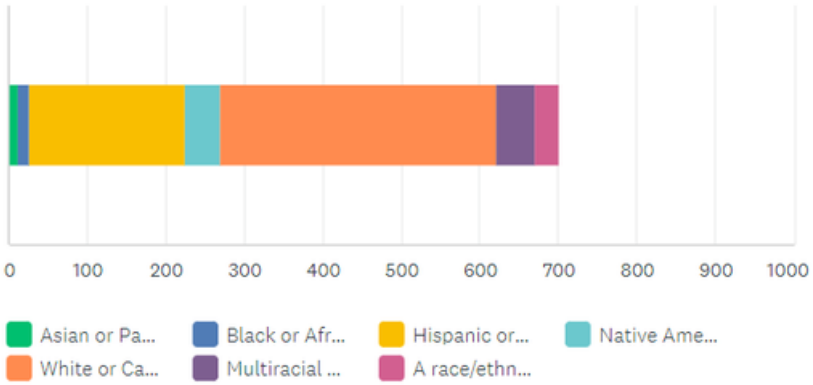
A response to this question was voluntary. Forty-eight percent (48%) did not provide an answer. Of the remainder, 21% self-identified as Hispanic; 25% self-identified as White, and 4% self-described in a variety of other ways.

Results of Survey 2, Q38 are below.

**Q38**

## Which of the following best describes you? (Check all that apply)

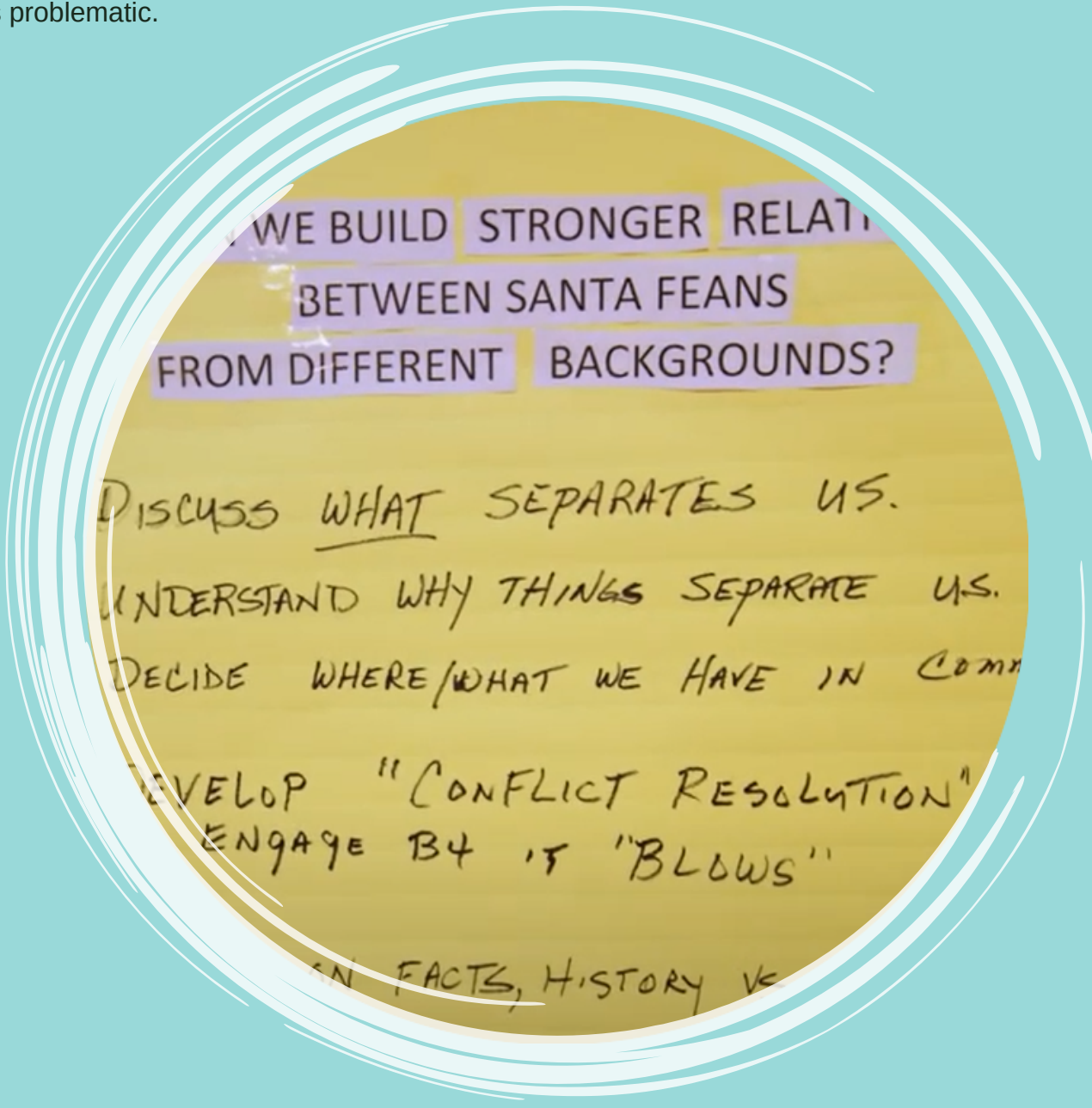
Answered: 589 Skipped: 50




| ANSWER CHOICES | RESPONSES |
|---|---|
| Asian or Pacific Islander | 2.04% |
| Black or African American | 2.55% |
| Hispanic or Latino | 33.62% |
| Native American or Alaskan Native | 7.47% |
| White or Caucasian | 59.93% |
| Multiracial or Biracial | 8.15% |
| A race/ethnicity not listed here | 5.43% |
| **Total Respondents: 589** | |

It is important to note that respondents could “Check all that apply,” and filtered results show that 60% of those who self-identify as Black or African American checked more than one box; 57% of those who self-identify as Native American or Alaskan Native checked more than one box; 50% of those who self-identify as Asian or Pacific Islander checked more than one box; and 31% of respondents who self-describe as “Hispanic/Latino” checked more than one box.

In the “Culture” and “History” sections, below, we discuss the remarkably complex nature of the current Santa Fe community. It is why tracking demographics, using exclusive categories, is problematic.




[19] “Disaggregating Race/Ethnicity Data Categories: Criticisms, Dangers, and Opposing Viewpoints.” Kader, F., Doan, LN, Lee, M., Chin, MK, Kwon, SC, and Yi, SS. March 25, 2022.In *HealthAffairs.*
[20] Source: *ACS-2019*



# PROJECT TEAM

Also essential to a robust process of public engagement was our project team. Co-Directors Valerie Martínez and Jenice Gharib provided the expertise and experience to successfully undertake and complete the project. Alexis Kaminsky joined the team as the project evaluator as did Kearsley Higgins as Administrative Coordinator. In terms of the facilitation team, in September of 2021, Artful Life issued an open call for any Santa Fean to apply. CHART received 155 applications for a 14-member team (including 4 high school intern positions), selected applicants for interviews, and then hired the team on a part-time, contract basis.

In choosing team members, the Co-Directors focused on a) diversity (age, race, ethnicity, LGBTQAI+, residential zip code, years living in Santa Fe, etc.) and b) ability to serve as facilitators of a community process as opposed to advocates for a particular cause, position, or opinion. Because the CHART contract required art activations, it was also important to hire artists as well as cultural practitioners with experience in community engagement. All team members, except for Martínez (who was born and raised in Santa Fe but currently lives in Albuquerque) and Kaminsky, are residents of the city or county of Santa Fe.

Team members came to the project with considerable expertise in a wide range of areas and disciplines. Even so, they had not previously worked together and so underwent team building activities as well as training in community facilitation. During the project, we worked as a large ensemble and also in smaller groups on specific tasks.

We name our team members here to acknowledge their remarkable dedication, work and service to this large and complex project: Maureen Burdock, Hernan Gomez Chavez, Tintawi Kaigziabiher, Simesha McEachern, Peter Cuong Nguyen, M.O. (High School Intern), Kenneth Pin, Trace Rabern, A.R. (High School Intern), Tomás Romero (in memoriam), Santiago Sanchez y Lucero, R.T. (High School Intern), and Mark Westberg. Tomás Romero, a much-loved and admired member of the CHART team, passed away during the project. It broke our hearts and we are eternally grateful for his contributions to the project.

Read the CHART team bios in Appendix B and at the project website.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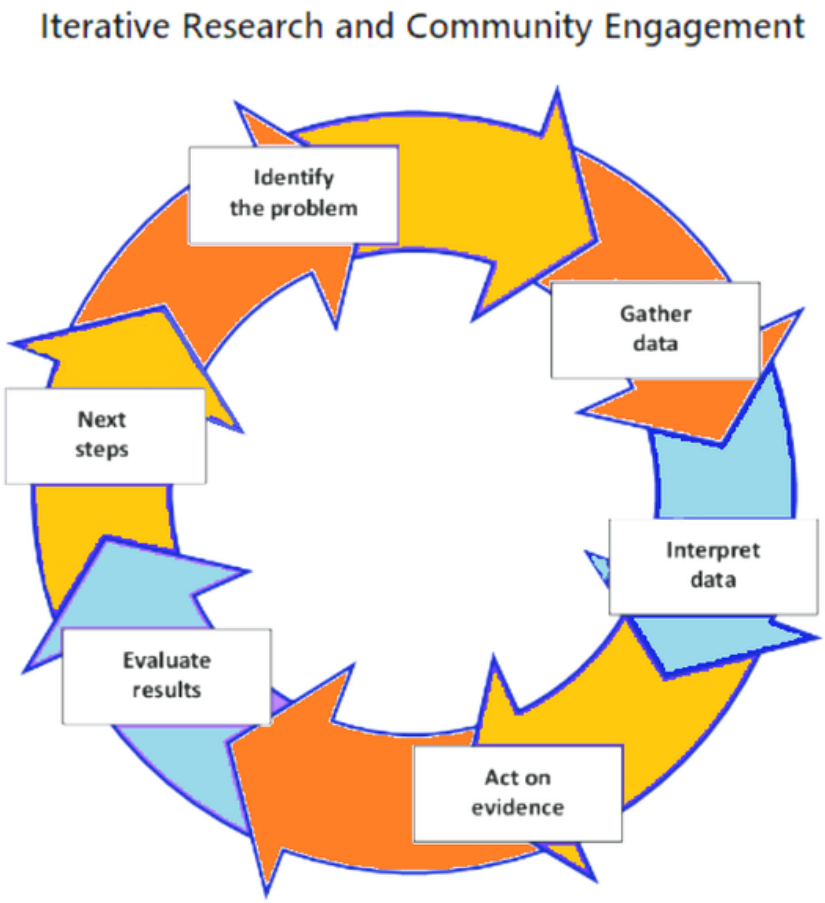
HIGH SCHOOL INTERN

# ITERATIVE PROCESS

CHART relied on an iterative process for data collection, reflection, and action throughout the project, beginning with Survey 1. Such methodologies are well-established in participatory action research and have a long history in the fields of education, project management, and community-based research. [21] The figure below, “Iterative Research and Community Engagement” shows the stages of iterative methodologies. [22]




Initial steps focus on identifying a problem or issue. Data about the problem is gathered to better understand it from multiple perspectives and a variety of sources. Data is then analyzed to examine themes and trends as well as areas of convergence and divergence. The findings are then used to design interventions from which further data are gathered to evaluate the impact of the activities and define future action. The cycle continues in a helical manner with each iteration building on what was learned previously.

CHART’s iterative process began with Survey 1. The survey was composed of three broad and open-ended questions designed to elicit a wide range of views and experiences from Santa Fe residents and was intended to help identify key concerns within the community. The survey questions were:

1. How can we come to a fuller understanding of the history of Santa Fe?
2. How can we build healthier relationships while acknowledging our differences?
3. How can we become good ancestors to our children, their children, and generations to come?

Survey responses were gathered from October through December of 2021, both online and in-person, at various physical locations while adhering to state public health guidelines for COVID 19.

By the survey deadline, December 31, 2021, CHART gathered 484 usable survey responses [23], 78,269 words, or close to 300 single-spaced pages of text. [24] Issues, claims, and concerns emerging from analysis of these responses were used to inform subsequent program activities and to focus further data collection.

CHART acted on what was learned from Survey 1 to select topics for public dialogue, the Cultural History Series, and Art Activations. Monuments (generally, and Soldiers Monument/"Obelisk" in particular) served as the focal topic for the January public dialogues and the "Monumental Dreams and Conversations" program. Equity and belonging were also important topics to residents based on responses to and analysis of Survey 1. These topics then became the focus of public dialogue sessions in February and March.

Evaluation data is also important to the iterative process and CHART employed different mechanisms for gathering feedback during the project. For example, a short evaluation form was sent to participants who pre-registered and attended public dialogue sessions as well as those who registered "on-site" (whether online or in person) and results of these refined subsequent activities. [25] At the exits from Frenchy's Field, for the November 14, 2021 CHART event, we provided large pieces of white paper and markers on tables so that participants could write responses to the event as they left. At Santa Fe Place Mall, for a drop-in event, large Post-it notes on the wall encouraged responses from those who attended.

The iterative process employed by CHART was also used to develop Survey 2, a 39-item questionnaire based on the data collected during the first seven months of the project and looking forward to forming recommendations to the Governing Body. Specific items were designed to gather quantitative information. For instance, Survey 2 included multiple questions about public art in Santa Fe based on the issues and concerns raised earlier in the CHART process. These items asked about city procedures for approving or objecting to public art, distribution of public art throughout the city, and the role of public input in public art decisions. The seven options listed under the question about what to do with Soldier's Monument (Survey Q18) were drawn from the recommendations made about the obelisk in the first survey. [26]

Finally, the iterative process also informed the work of the Community Solutions Table (CST). Recommendations from Survey 1, results of Survey 2; notes from dialogues, interviews and other CHART activities, and additional data comprised two binders of information (330 pages) that members of the CST were required to review, study, and use as the basis of their deliberations and recommendations.



[21] Two good sources of information on interactive process: Cennamo, Katherine and Debby Kalk, *Real World Instructional Design: An Iterative Approach to Designing Learning Experiences*, Routledge, 2018 and Hasbrouck, Jay, Ethnographic Thinking: From Method to Mindset, Routledge, 2017.
[22] Lovemore, T., Robertson, S., & Graven, M. (2021). "Enriching the teaching of fractions through integrating mathematics and music." *South African Journal of Childhood Education* 11. Licensed through Creative Commons Attribution 4.0 International.
[23] 497 survey responses were submitted in total. Thirteen were excluded because they were from non-Santa Fe residents.
[24] These analyses were presented to the Santa Fe Governing Body as part of the second quarter update.
[25] Response rates reported under Data Collection.
[26] Question 18 read: What should be done with Soldier's Monument ("Obelisk") on the Santa Fe Plaza? Response options: (a) Restore the monument with its original signage; (b) Restore the monument with its original signage and add language that encourages it to be fully understood and assessed; (c) Restore the monument with different signage; (d) Move the monument to a different location; (e) Replace what's left of the monument with something else; (f) Remove what's left of the monument and leave the space unoccupied; and (g) No opinion: what happens to the monument isn't important to me.

# DATA

CHART collected data throughout the project's lifespan. Information was gathered at every dialogue session, each activity and event, every meeting, each interview, every email and phone call, through the website and social media, and through surveys. This resulted in a very large body of information that is the basis for this report.

CHART analyzed data in several different ways depending on its type and how it was going to be used. Two primary types of data were collected: 1) open-ended, qualitative data and 2) close-ended quantitative data. Analysis was conducted for the purposes of project planning, project implementation, and reporting.

Quantitative data were collected through outreach and engagement logs, on evaluation forms, and through Survey 2. Simple frequencies were calculated using Excel 2016 for Mac and SurveyMonkey. Data were displayed using barcharts. Demographic data, where collected, was also analyzed to determine the ages, locations, and, in some cases, race/ethnicity of participants. This information was used to inform outreach and reporting.

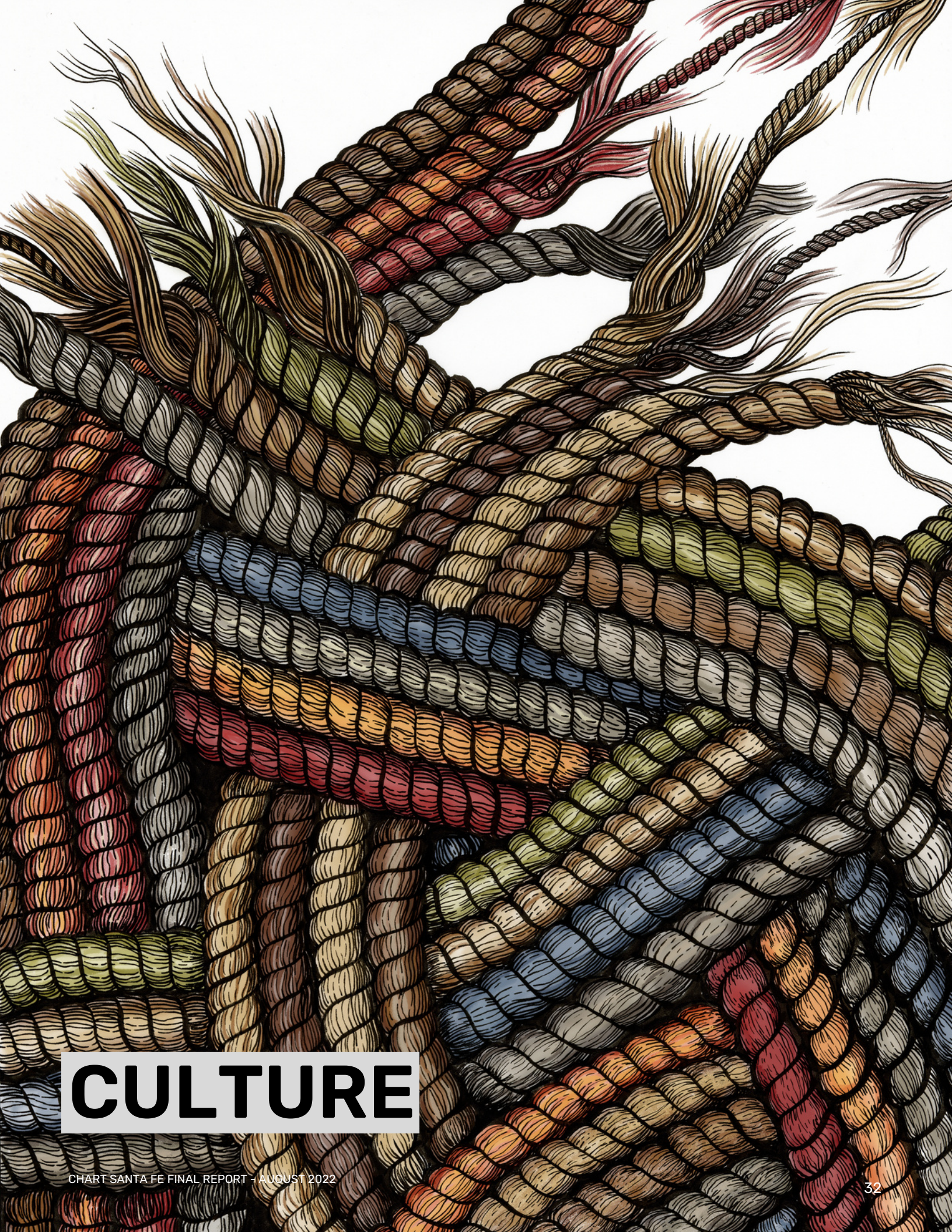
Qualitative data from Survey 1 was analyzed using several strategies appropriate to qualitative methods. A small analysis group made up of experienced CHART team members was formed early on to identify recommendations as well as emergent themes, issues, claims, and concerns. Coding was conducted in Dedoose 9.0, a qualitative analysis platform (www.dedoose.com) and Excel 2016 for Mac.

Additional detail about data collection and analysis, including methodologies for Surveys 1 and 2, is available in Appendix D, F, and H.

Overall, in terms of methods, the CHART project was dedicated to robust public engagement, informed and refined by an iterative process, that encouraged broad and inclusive participation. The body of data collected and analyzed, as a result of this approach, is significant and revealing. It allows us to tell a complex story that unfolds in the findings and recommendations that appear in subsequent sections of this final report.



# RESULTS WITH RECOMMENDATIONS



# CULTURE

# CULTURE

**"What I have seen is that the community thrives off of Native culture, but they aren't often acknowledged or consulted."**

"… we should help children understand the beauty and goodness in each culture, and how to understand that differences are to be valued and not one chosen as better than another. It is important we also emphasize the beauty of other cultures that are underrepresented in our community".

*"I would really love to see more interactive art pieces rather than monuments or statues, plaques.... Items like splash parks, playgrounds, interactive music installations, labyrinths, gardens, orchards, berry patches, fountains, river parks (interesting things to do along the parkways and picnic tables). I think of cities I've lived in and the places you meet people that are different from you, and it is open spaces with an experience we are all having together. Santa Fe feels very stagnant in its art choices around town. There is so much potential out there."*

"By respecting and learning from our predecessors' art, stories and traditions we enrich our present lives in a present context and hopefully resist repeating mistakes from the past. Enduring characteristics of a culture develop with time and thru organic evolution throughout a population, informed by the past."

*"The City of Santa Fe should sponsor and host a multicultural, anthropological history conference in conjunction with some major annual festival that always attracts residents and tourists."*

"In order to keep relevancy throughout future generations, we have to keep current in how younger generations learn or engage. Have youth groups comprised of the different cultures planning for the future and how to take pride in their history."

"Involve our offspring in civic events that celebrate all cultures."

**"We need to have youth employment programs IN and FOR THE CITY, so that the youth are invested in making the city better and have something gainful to do besides school. The locations for these need to be on a bus line, and some should be in the South part of town. These programs should focus on getting youth from as wide a spatial spread as possible. They should also be associated with "invite your family" celebrations, award ceremonies, or events after the program has been in place for a while so that engaged youth encourage their families to take part. These events should encourage public discourse and bonding (games)?"**

# CULTURE

**“culture” (noun)**

“The customary beliefs, social forms, and material traits of a racial, religious, or social group; also: the characteristic features of everyday existence (such as diversions or a way of life) shared by people in a place or time; e.g., *popular culture*, *Southern culture**

Expressions of culture may include music, dance, art, designs, foods, clothing, names, signs and symbols, performances, ceremonies, architectural forms, handicrafts and narratives, or many other artistic or cultural expressions.” [27]

*(Source: Merriam-Webster Dictionary Online)

“The representations of people of this place we now call New Mexico are often reduced to an early 20th century invention of three typologies — Anglo, Indian and Spanish — an enduring and yet deeply flawed mythology that continues to conflate distinctions between sovereign tribes and obscure the reality of centuries of mixture, born from acts of both love and violence. This myth also functions to erase entire groups of people from our history, including the presence and contributions of African origin people.”[28]

That the city we now call Santa Fe reflects the sweat and creativity of many cultures, over time, is certainly not in question. That its population and the cultures represented here have expanded, over time, is also not in doubt. Santa Fe is both a melting pot and a city built from ingredients that are difficult to mix–oil and water. Its cultural story began long ago, with the Puebloan people, and was enriched by other area tribes–Apache, Navajos, Utes and others. Then came the Spanish colonizers–with cultures of their own–followed by White/Anglo settlers from a myriad of countries and cultures of origin, many spurred on by the ideology of U.S. Manifest Destiny.

This confluence of cultures perhaps once had the vague characteristics of a triad, but it wasn't until the 20th century that the "tricultural" myth became a tourism branding campaign for Santa Fe. Over the course of the CHART project, we heard a lot about the "tricultural myth" –especially in terms of how it misrepresents the current population of Santa Fe and how it marginalizes people from other cultures. We discuss this in more detail, below.

Most CHART participants agree that we now live in a multicultural Santa Fe, with all the richness and challenges of a diverse community.

"Whereas traditional societies can be characterized by a high consistency of cultural traits and customs, modern societies are often a conglomeration of different, often competing, cultures and subcultures. In such a situation of diversity, a dominant culture is one whose values, language, and ways of behaving are imposed on a subordinate culture or cultures through economic or political power. This may be achieved through legal or political suppression of other sets of values and patterns of behavior, or by monopolizing the media of communication."[29]

During Oga Po'gay's/Santa Fe's long history, dominant cultural groups have shifted and, to this day, remain in a state of flux as new residents arrive year after year. Traditionally, the "dominant culture" attempted to set values and norms and traditions (e.g., determining official languages spoken and public rituals and celebrations). It dominated public spaces and appointed the official keepers of history. Cultural shifts were sometimes sudden and traumatic and sometimes slow and incremental.

During public dialogues hosted by CHART, we heard and witnessed the individual, ancestral, and collective trauma that many Santa Feans feel from these cultural changes, whatever their cultural background. For example, a participant from Acoma, who grew up in Santa Fe, described the pain he felt every time he walked past the Soldier's Monument/"Obelisk" while a Hispanic participant spoke of the trauma of having the obelisk torn down.

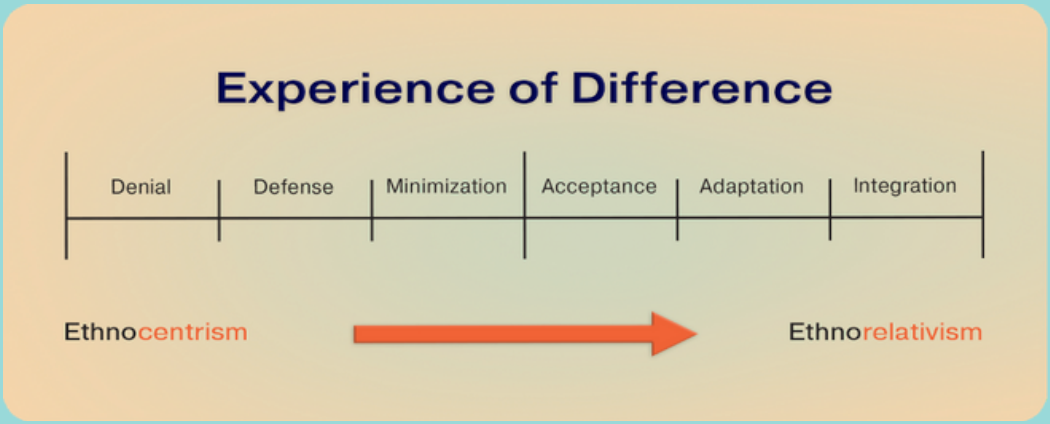


In addition to cultural changes throughout the city's history, it's true that people beyond the tricultural myth have lived in Santa Fe for some time, even generations. Acknowledging their presence in the community urges us to view Santa Fe as multicultural and presents us with an opportunity to engage with the experience of difference in contemporary Santa Fe.

**Intercultural Sensitivity**

Milton Bennett's "Developmental Model of Intercultural Sensitivity" (DMIS) describes how engagement with cultures different from own can shift an individual/community from "ethnocentrism" to "ethnorelativism:"

**The Developmental Model of Intercultural Sensitivity**
**by Milton J. Bennett, Ph.D. (Revised 2014)**




"The underlying assumption of the model is that as one's perceptual organization of cultural difference becomes more complex, one's experience of culture becomes more sophisticated and the potential for exercising competence in intercultural relations increases. By recognizing how cultural difference is being experienced, predictions about the effectiveness of intercultural communication can be made and educational interventions can be tailored to facilitate development along the continuum."[30]

Why are cultural dominance and intercultural sensitivity important? They influence decisions about, for example, the stories we tell each other and the truths we promote, how we speak and interact, our relationships with land and water, the use of public spaces and monuments, and what kinds of reconciliation we might be able to achieve.

All of these topics, and the issue of intercultural sensitivity, came up consistently over the course of the CHART project. Participants spoke about the challenges of cultural change, no matter where it came from. Some harken back to life before the 21st century, with nostalgia, as if it were “a simpler time;” others address 21st century changes as being rapid and jarring. Others replied that “the only constant is change” and feel grateful for new cultural perspectives on old ways of life. Many advised that Santa Feans need to be much more culturally sensitive, culturally tolerant, and culturally inclusive. Participants made dozens of additional recommendations available in Appendix G.

One way in which the CHART project responded to what we heard from Santa Feans as well as encouraged an increased understanding of Santa Fe, past and present, is with our Culture Blog. Below are just a few of the total 37 blog posts. The entire series can be viewed on the CHART website.[31]

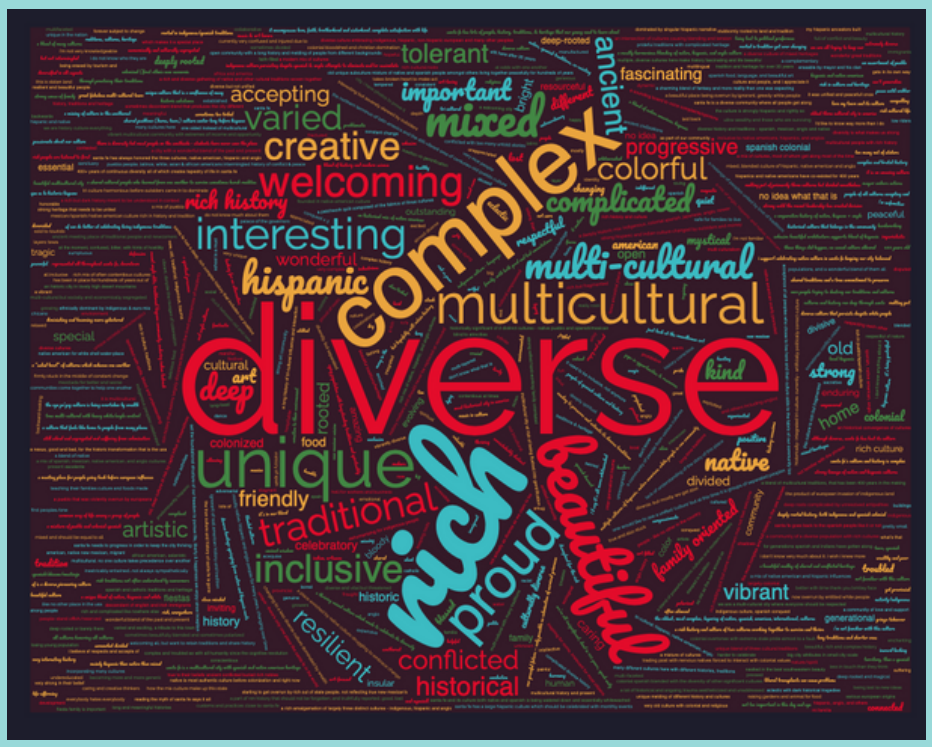
**CHART Culture Blog Posts Exploring Culture**

La Farge’s Santa Fe & New Mexico
Roxanne Swentzell – Pojoaque
I got a story to tell
Lessons from my roots
Maria Benitez: A Life of Fire and Passion
Santa Fe Living Treasures
What’s on your reading list? (1-3) Books about history and culture
Journeys and Pathways: Pueblo Women Leaders
Keeping Cultural Authenticity: A Santa Fe Story
Memories of Santa Fe
Talking About Santa Fe Indian School
Elder Kathy Wan Povi Sanchez
El Museo Cultural
Food!
Poeh Cultural Center: On the Path

Another valuable and informative resource for understanding culture in Santa Fe is the 2016 *Culture Connects Santa Fe* project and its report, “A Cultural Cartography.” *Culture Connects* was “a community-wide effort to shape the cultural future of our city. Through a series of creative, hands-on input sessions, we explored notions of culture, shared our dreams for Santa Fe’s future and created a ‘roadmap’ to realize our vision.”[32] The Culture Connects process included residents, cultural organizations, creative professionals and community groups and provides the City of Santa Fe with wise advice and recommendations culled from a community process.

**What is the Culture of Santa Fe?**

In an effort to further understand how residents think and feel about culture, Question 1 in CHART’s second survey asked residents to describe the culture of Santa Fe. This question was designed to generate a snapshot of the current cultural community as residents understand it today.




Q1: "In a few words, how would you describe the culture - people, history, traditions, heritage - of Oga Po'gay/ Santa Fe?"

As the word cloud shows, the answers were many and varied. Some spoke directly to culture while others described their city, the changes they've seen (both good and bad), and how they feel about it. There was no overriding description and many conflicted with each other. Even so, a few descriptions rose to the top: *diverse, complex, multicultural, rich, beautiful, deep, proud, unique, traditional, Hispanic, inclusive, welcoming, creative, accepting, mixed, Native, tolerant, ancient, conflicted, progressive, colorful, complicated.*

Other respondents described, in more detail, their view of Santa Fe's culture and cultural changes:

"Santa Fe has a rich cultural history of Native American, Hispanic/Spanish cultures and traditions. European white culture as well. That's what makes us the City Different."

"The OP/SF culture is comprised of many peoples who have inhabited this terrain for centuries or for only a few years. All have contributed in a variety of ways, both good and bad. There is a strong Latino/Mexicano heritage, Indigenous, Genizaro, European (especially Spanish) and a smaller percentage of people of African heritage."

"Three well-known ethnic groups and a few others, living mostly harmoniously in the same area but not having too much interaction"

“I love the culture! And thinking it is what brings people here. The traditions are rich and just the love for them will always keep in my heart”

“Fifty years ago, a relatively harmonious blend of Anglos and Hispanics, with a smattering of Native American. This all has gradually become more contentious, with each subgroup blaming the others of horrible, long-ago crimes that cannot be forgotten. Although Santa Fe is certainly not unique in becoming more divided by ethnicity, it is still a place where these various ethnic groups get along better than other places.”

“The culture and history were once rich and diverse. Then outsiders who didn't understand this culture began to impose their values and try to change who and what we are.”

“The culture is deep and rich, although slightly limited in spectrum when one thinks of all the cultures in this country”

“Originally populated by native peoples, then Spanish, Jews, and Mexicans, then Anglos. Now inhabited by all of their descendants and many other cultures as well.”

“The culture of Santa Fe is varied, unique, and complicated but very attractive to many including our visitors”

“Our culture is steeped in traditions and history and, contrary to the prevailing thought, a peaceful and harmonious one.”

“Hispanos are in clear danger of losing their history in a city that they struggled to survive in for centuries.”

“Dominated by narratives of Spanish colonial, Native American and Anglo history with too little recognition of Asian and African American stories”

These quotes, of several hundred that we heard and read over the course of the project, demonstrate the complexity of culture and, especially, cultural relations as understood by Santa Feans.

CHART also received questions about our use of the name Oga Po'gay ("White Shell Water Place") [33] , given to the Santa Fe area by its original Tewa inhabitants. We used it to indicate the time period before the Spanish colonizers arrived.

**Oga Po'gay - What's in a Name?**

"1st of all, what is Oga Pogay?"

"Never heard of Oga Po'gay"

"I don't know what Oga Po'gay means"

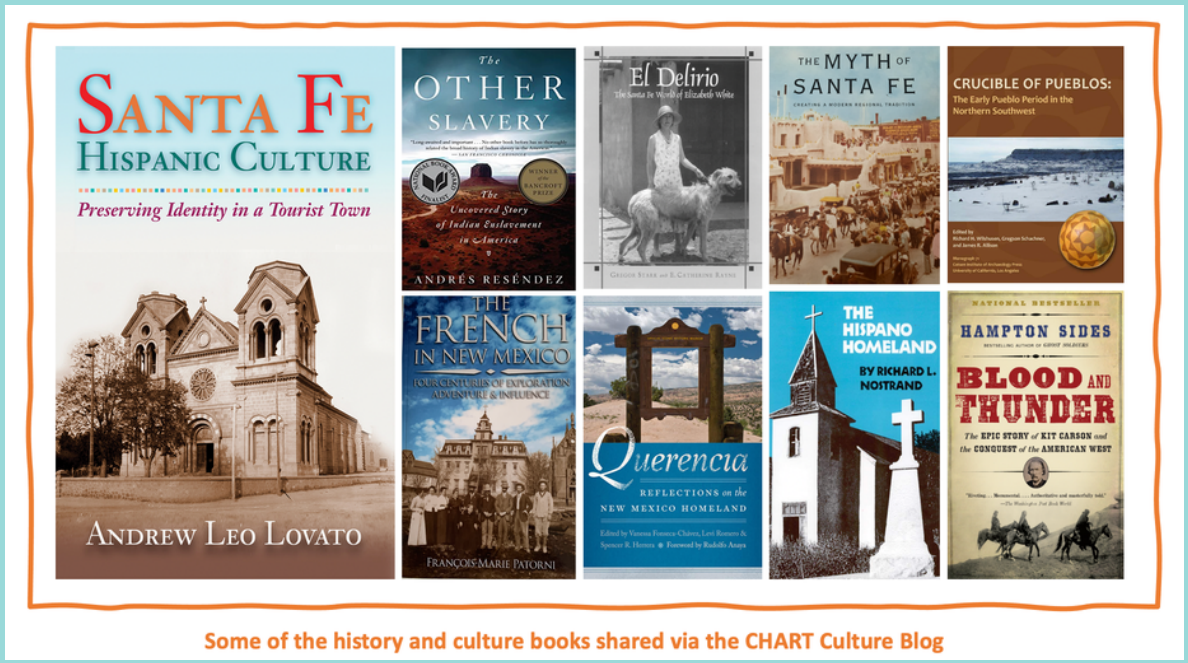
"I don't want to hear about "Oga Po'gay."

"Santa Fe is the name!!!!"

"Olga pick gay is a new term for me That's bad"

"Let's say I would not use the term Oga Po'gay"

"The name of the city is Santa Fe. Much of the history of the city as it exists today is due to Spanish that began settling in the area in the 1600s, although there has been Anglo/US influence in more recent times" [34]




Some of the history and culture books shared via the CHART Culture Blog

CHART also asked residents, in Survey 2, to describe their own culture ("Q3 I describe my culture this way"). They answered in different ways, including how they experienced their culture (joyful, fun), how their culture expressed itself (food, music, song), the length of their cultural history (ancient, multi-generation) or, in a few cases, by expressing that they didn't know about their culture or they felt it unimportant. Most, however, did have a sense of their own culture, and their descriptions were many and varied. Responses reveal the remarkable diversity "within" general terms for ethnicity, race, culture, continent as well as the vibrant elasticity (and descriptive power) of language.

**I /my ancestors come from ...**

| | | |
|---|---|---|
| Norway | Austria | Guyana |
| Finland | Scotland | South |
| Italy | Denmark | America |
| Germany | Scandinavia | Asia |
| Switzerland | Poland | Middle East |
| England | Belgium | Guatemala |
| Eastern Europe | Greece | Celtic |
| Northern Europe | Wales | countries |
| Spain | Philippines | (Scotland, |
| Mexico | China | Ireland, |
| Ireland | Africa | Wales) |

**Locally, I and/or my ancestors are/are from ...**

Zuni, Pueblo, Ute, Navajo Tewa Pueblo, Santa Clara Pueblo, Apache, Tesuque Pueblo

# How I describe my culture ...

**Anglo**, Anglo but Catholic, 20th century Anglo, Anglo-American, Fourth Generation Anglo, Anglo European, **Caucasian**, Anglo European/Danish/German, **gringo**

**Asian American**, Asian American Pacific Islander, Asian/Native American/Greek Orthodox, Asian/Middle Eastern, Japanese/Chinese/Okinawan American.

**Black,** Santa Fe Blackness, half Black, **Black-American**, Black diaspora, African

**Chicana**, Chicano, **Latinx**

**European**, English/European, European Descent, Eastern European, **European by colonization**, Northern European, European American, European Jewish, Anglo European, Euro-American, White European, European Ancestry, Descendent of European invaders, **European immigrant**

**Gay**, Gay/White, Gay/Anglo/Jewish, **Genderqueer**/Latinx/gay, lesbian/White/Jewish

**Hispanic**, Hispanic/White, Hispanic/Basque, Hispanic/Anglo, Hispanic/Native American, Hispanic New Mexican, Hispanic/Guatemalan, **Hispanic/Mestizo/Mixed**, Hispanic/Cajun/Native American, Hispanic/Irish/English/Austrian/Scottish, Hispanic/Indian Mixed, Hispanic/Native/Irish, Hispanic/Native American/European Ancestry, Hispanic Settler

**Jewish**, Judeo-Hispanic, **Crypto Jew,** European Jewish, Jew for Buddha, Jewish American, Buddhist Jewish, Ashkenazi Jew

**Mexican**, Mexican/Black, **Mexican American**, Mexican/American, Latin American (Mexican) descent

**Native American**, Native/Spanish mixed blood, Native American traditional, Native/Spanish/White, Native/Hispanic, Native American/Spanish/Portuguese/Irish/Scottish, Native, Native descent, Native/Irish American, Native/Anglo, Indigenous/Spanish, Indian, **Indigenous**, Indigenous European, Indigenous American/Spanish, Indigenous/Invader/Immigrant, Tewa/Santa Clara Pueblo, Tesuque Pueblo/White/Scottish/Irish/English

**Spanish**, Spanish/Mixed blood, Spanish/Mexican, Spanish/Basque, Spanish/Ute/Navajo/Mexican/Irish/Italian/Jewish, Spanish ancestry, **Spanish/Crypto Jew/kidnapped Indigenous People**, Spanish European, Spanish – Chicano, Spanish/Native descent, **Mestizo**, Spanish/Anglo European, Spanish colonial, Spanish/Pueblo/Apache

**White**, White European, Really White, White Mostly, **white anglo saxon**, pretty darn white, White/Hispanic, White trash

In his introduction to the second talk in CHART's Cultural History Series, "Journey Down the Rio Santa Fe: Pueblo, Spanish, Mexican History of the Santa Fe River Communities," Hilario Romero, former New Mexico State Historian, said this about culture:

"I always start with an old saying my grandfather used to say in Spanish and translated in English for all of you and that is 'Blood is thicker than water.' I know we used to say, 'We have Spanish blood,' 'We have Indian blood,' 'We have Mexican blood.' We have all this blood in us. But it's only thicker than water, folks.

It is more important that you learn culture through your family, your extended family, through your friends, and then out to your county, your state, country and world. And eventually you find out that it exists in your first language, at home for the most part, unless you are bilingual, trilingual, then you belong to more than one culture then. With language that automatically gives you that ticket.

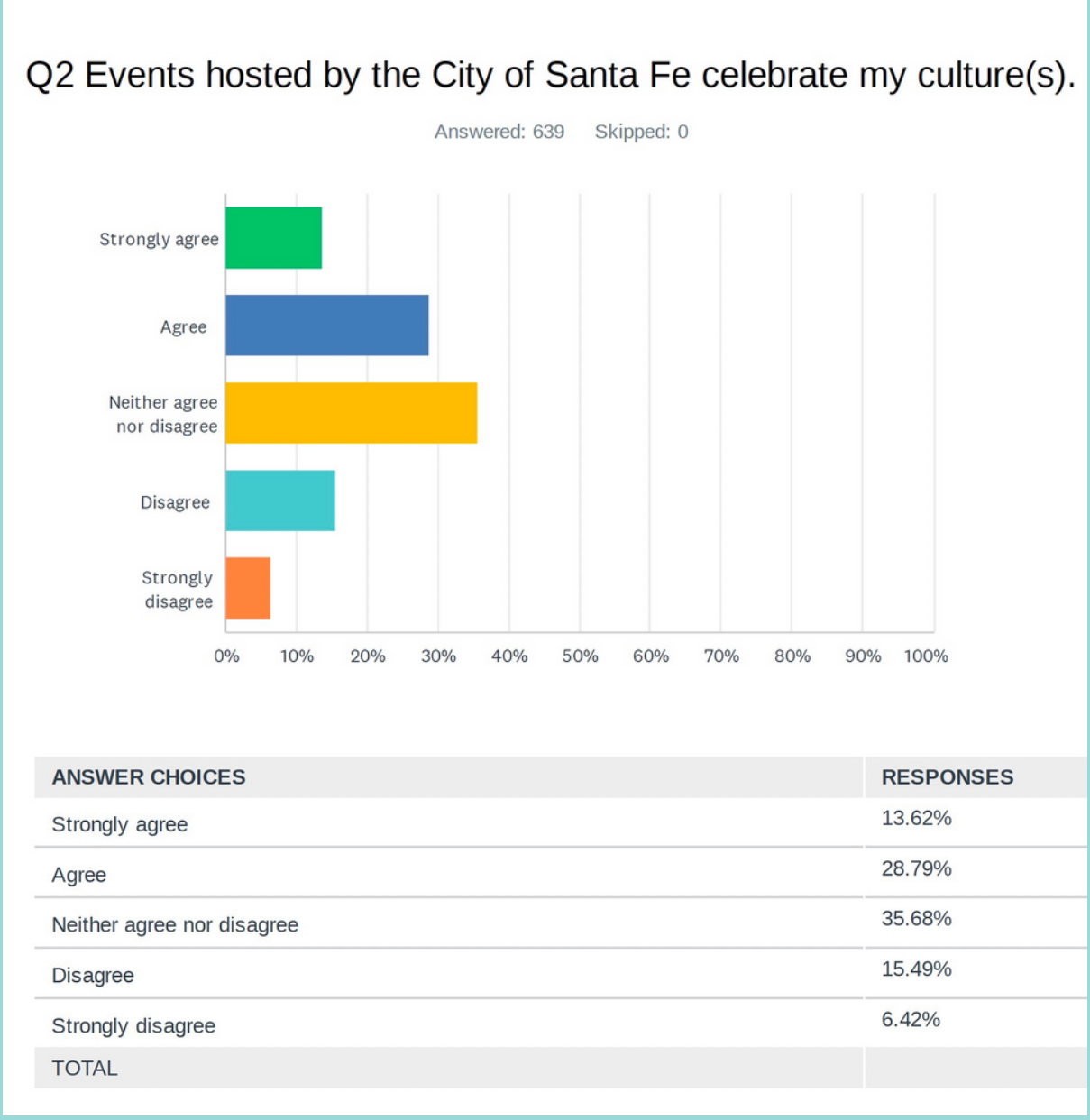
Then it's within your belief system. How you were raised and what you believe in. And then, of course, in your daily life.

So, culture as it relates to identity. Genealogy and DNA, they show your familial and genetic past, but it doesn't fully reflect on your cultural identity. The reason for that is because you didn't live with your ancestors. They passed something down to you, but you are not really them nor do you have the same way of life or the same economic status or social status. But I know now the new thing is DNA. Everybody's going with DNA. I did genealogies for about 12 years while I worked my way through college along with music and dance and other things.

Of course, genetics does reflect your skin color. It reflects your facial and body features and all of that. But it really doesn't totally represent you culturally – like language, your social environment, your world view, and all that you learned being raised the way you were raised." [35]

**Celebrating Culture**

Additional questions in Survey 2 were designed to tell us whether Santa Feans see the richness of their own and other cultures reflected in events hosted by the City of Santa Fe. The results are below.




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 13.62% |
| Agree | 28.79% |
| Neither agree nor disagree | 35.68% |
| Disagree | 15.49% |
| Strongly disagree | 6.42% |
| TOTAL | |

Overall, 42% of respondents agree or strongly agree with the statement while 36% can neither agree nor disagree and 22% disagree or strongly disagree.

The picture, however, is quite different when responses are filtered by race/ethnicity. As the table below shows, the only group of respondents who agree or strongly agree with the statement that "events hosted by the City of Santa Fe celebrate my culture" in the range of 50% or above are those who self-identify as “Hispanic or Latino.”

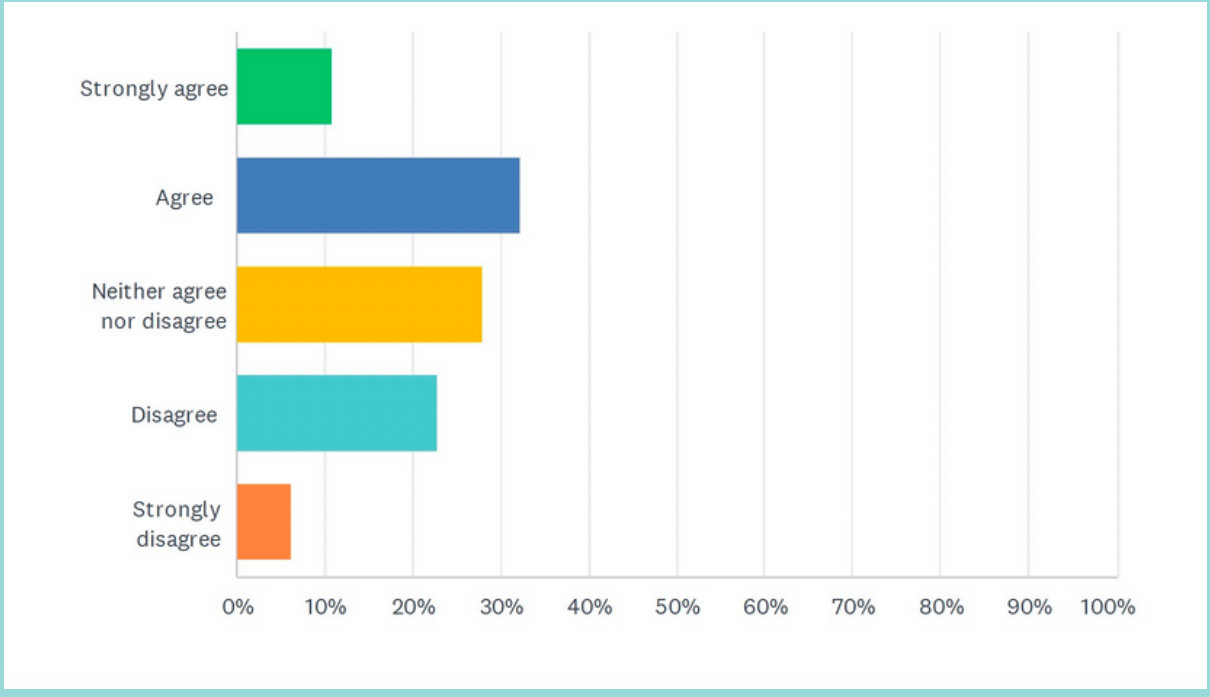
**Q2 Events hosted by the City of Santa Fe celebrate my culture(s)***

| | Strongly Agree | Agree | Neither agree nor disagree | Disagree | Strongly disagree |
|---|---|---|---|---|---|
| Asian American or Pacific Islander | 0% | 8.33% | 41.67% | 25% | 25% |
| Black or African American | 13.33% | 6.67% | 26.67% | 26.67% | 26.67% |
| Hispano or Latino | 25.76% | 30.30% | 22.73% | 15.66% | 5.56% |
| Native American or Alaska Native | 15.91% | 29.55% | 22.73% | 20.45% | 11.36% |
| White or Caucasian | 8.78% | 31.16% | 42.78% | 11.90% | 5.38% |
| Multiracial or Biracial | 16.67% | 16.67% | 25% | 29.17% | 12.50% |

*responses filtered by self-identified race/ethnicity*

We also asked whether residents believe the City celebrates the many cultures of Santa Fe:

**Q4 Events hosted by the City of Santa Fe celebrate all the cultures of the city and county.**



Results tell us that 43% agree or strongly agree, 28% can neither agree nor disagree, and 29% disagreed or strongly disagreed.

These results indicate, overall, that the City could do a much better job of celebrating the many and varied cultures of its residents, in particular those of Asian American and Pacific Islander, Black or African American descent, and those who are multiracial and biracial.

CHART recognizes that events that take place within the city are not all City of Santa Fe events (e.g., those produced by private organizations on City property) and that the whole of events in the city may do a better job of celebrating its multiple cultures. Even so, the City can be a powerful player in leading the way in this regard, utilizing its channels to attract and promote events that celebrate different cultures, and encouraging access to City space via permitting and other legal processes.

*multicultural* (adjective) of, relating to, reflecting, or adapted to diverse culture; a multicultural society, multicultural education.

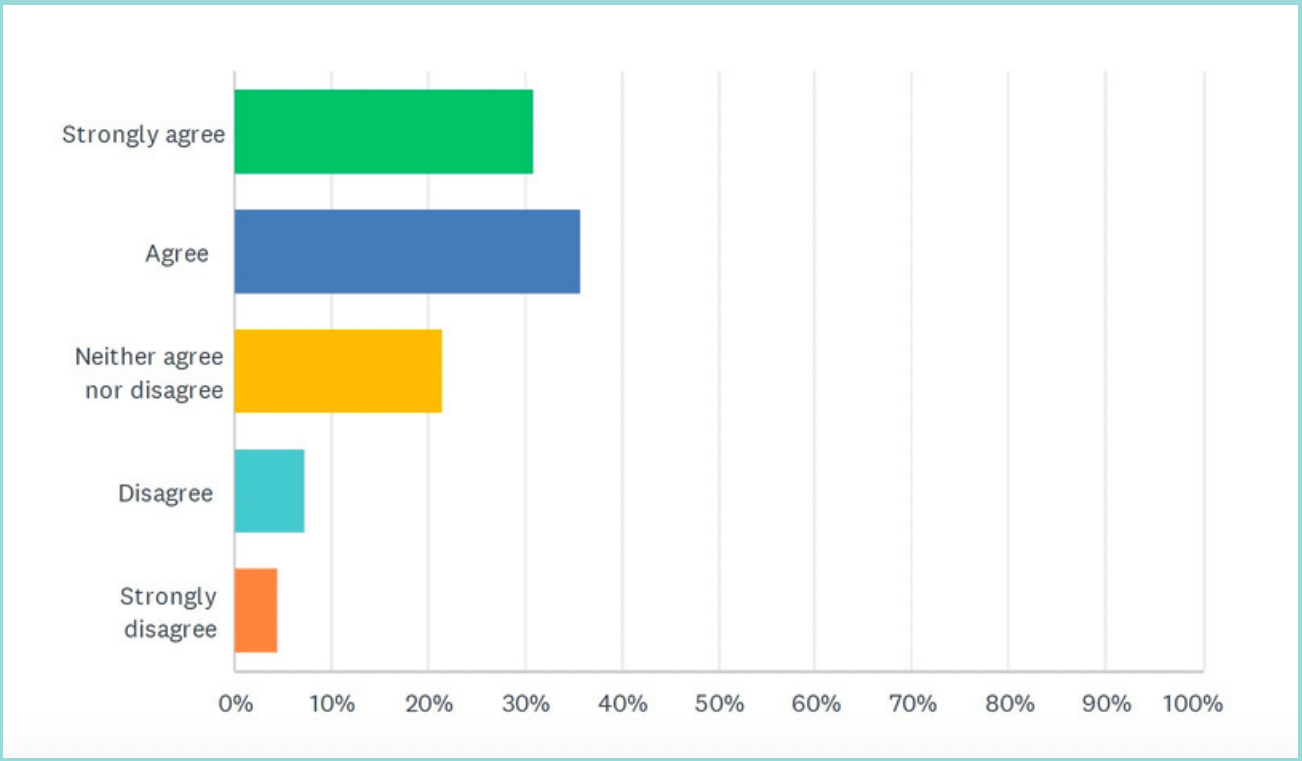
*diverse* (adjective) differing from one another: people with diverse interests; composed of distinct or unlike elements or qualities: a diverse population

(Source: Merriam-Webster Dictionary Online)



CHART also asked Santa Feans whether the City needed to host more multicultural events. The answer was an emphatic “yes”–67% of respondents agreed or strongly agreed.

**Q5 The City of Santa Fe needs to host more multicultural events.**



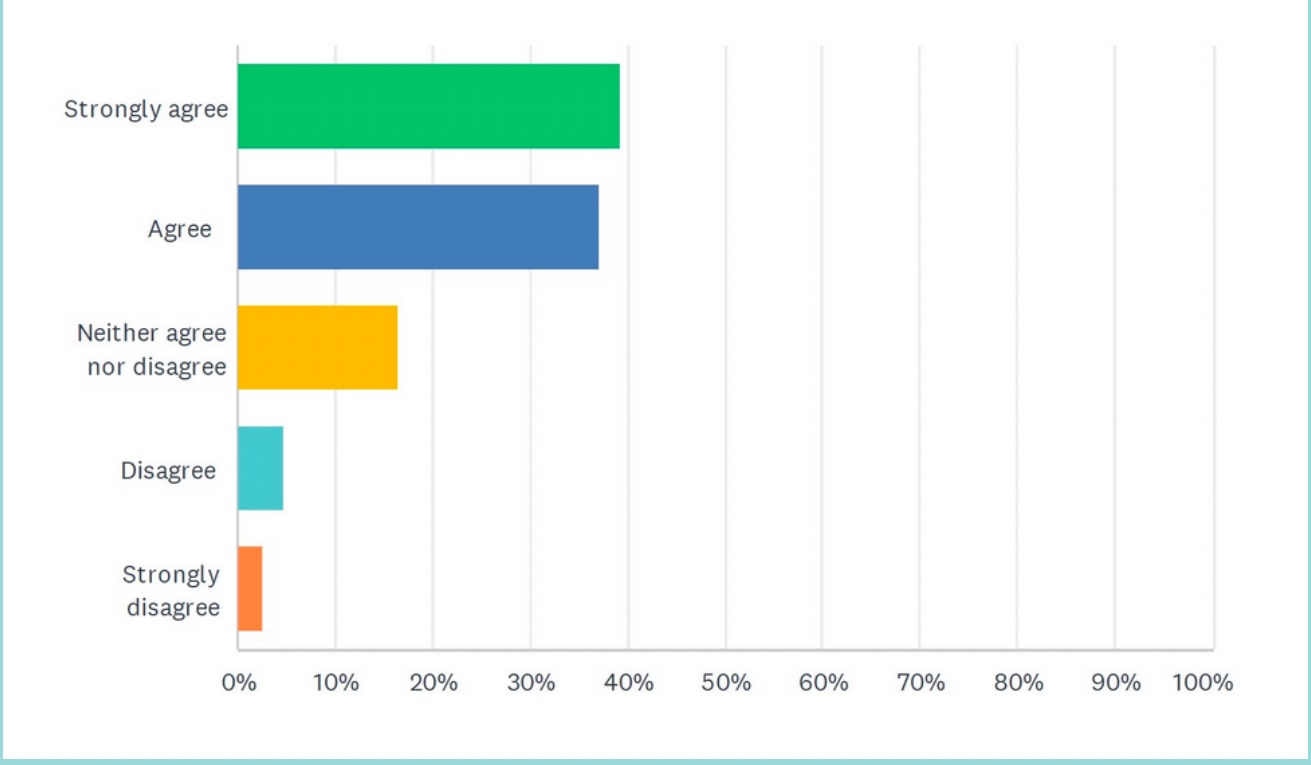

| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 30.83% |
| Agree | 35.84% |
| Neither agree nor disagree | 21.60% |
| Disagree | 7.36% |
| Strongly disagree | 4.38% |
| TOTAL | |

This result was also reflected in CHART events and activities (Survey 1, public dialogue, etc.) during the eight months before we launched the survey. And, rather than hosting separate events by culture (say, Spanish Market or Indian Market), residents emphasized that multicultural events would do a much better job of both celebrating and showcasing the kind of complex diversity reflected in Survey 2 responses, above. An example, though not directly related to New Mexico, is the International Folk Art Market which brings together peoples from different countries and cultures around the world and reflects the richness and complexity of global culture.

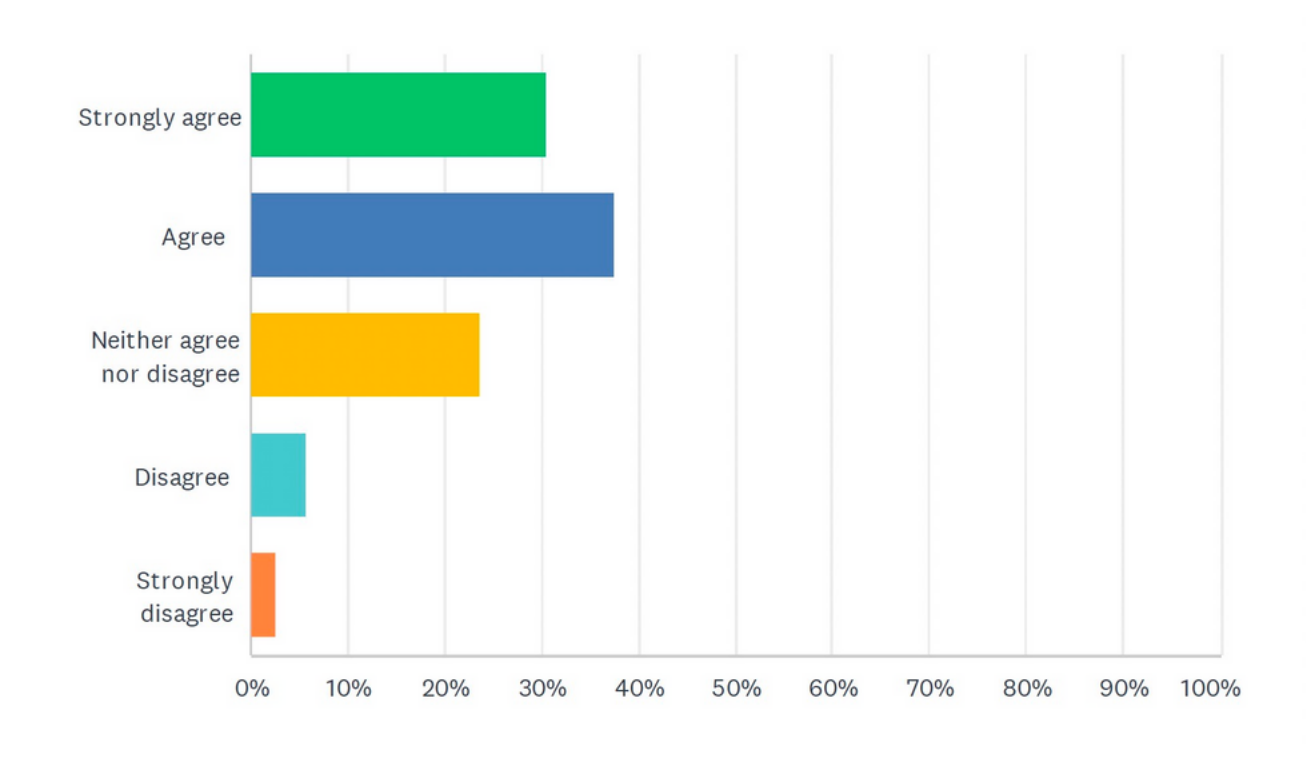
Over the course of the CHART project, we also heard a lot about engaging younger residents in cultural activities and events. Santa Fe, like much of the rest of the country, has seen its average age increase. In addition, according to the New Mexico Tourism Office website [36], the average age of New Mexico visitors remains high–at the mid-40s–while the 2015 Visitor Information Survey [37] for Santa Fe reports the average visitor age even higher–at 59. This has resulted in events geared towards older adults, whether visitors or locals.

Many CHART participants expressed that this emphasis is a disservice to younger members of the community, leaving them fewer opportunities to both experience and learn about culture. Responses to questions in Survey 2 confirm what residents want, in this regard.

**Q6 The City of Santa Fe needs to host more cultural events that appeal to CHILDREN AND YOUTH.**



**Q7 The City of Santa Fe needs to host more cultural events that appeal to AGES 20-29.**




Santa Feans agree (Strongly Agree and Agree) there is a great need for more City events that are geared towards youth (76%) and those aged 20-29 (68%).

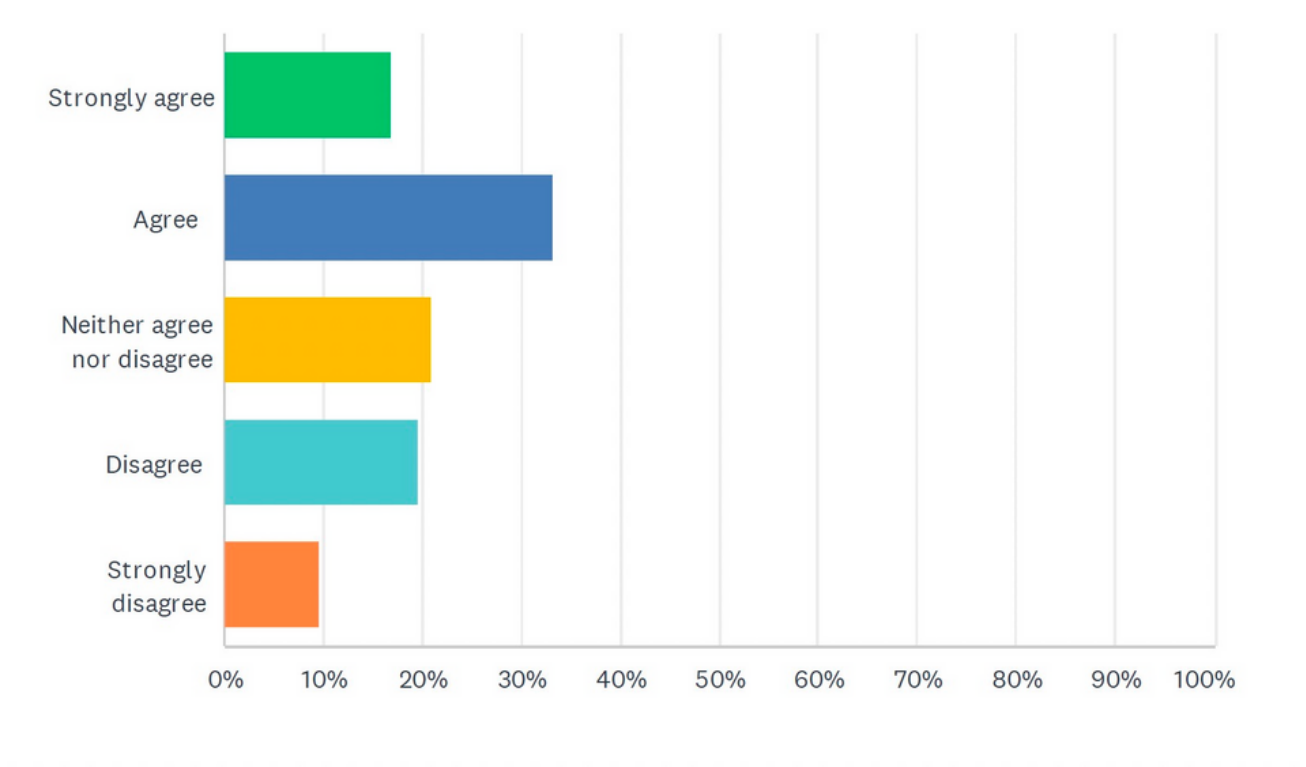
Once again, CHART recognizes that events that take place within the city are not all city-sponsored and that events hosted by other organizations place emphasis on young people. Even so, the City should be a leader in this regard, hosting more cultural events for younger Santa Feans, and using its promotional and permitting capabilities to support private/other organizations doing this important and necessary work.



**Promoting Multicultural Understanding**

Because we heard much about the tricultural myth (a tourism branding campaign) versus the reality of our multicultural community we included a question in Survey 2 that was designed to assess whether the City is doing a good job of promoting an understanding of our complex community to visitors.

**Q8 The City of Santa Fe encourages visitors to understand the multicultural community of Santa Fe**




Approximately 50% of Survey 2 respondents generally agree (Strongly Agree or Agree) that the City encourages visitors to understand the multicultural community of Santa Fe. Twenty one percent (21%) neither agree nor disagree with 29% disagreeing (Disagree or Strongly Disagree). This mixed response asks us to take a closer look at how visitors are encouraged to understand our city, in terms of culture, and whether their understanding reflects what we know about contemporary Santa Fe.

As a result of the above findings, we make the following recommendations:

## RECOMMENDATIONS: CULTURE

1. In terms of challenges related to cultural and artistic expression in Santa Fe, we believe the findings and recommendations of the 2017 *Culture Connects Cultural Cartography* [38] (funded by the City) address these issues and should continue to be implemented, specifically:

    - "Inspire the cultural transformation and revitalization of neighborhoods" (p.55)
    - "Catalyze the transformation of the city by elevating open and empty spaces, corridors and commercial cultural hubs" (p.56)
    - "Advance equity and inspire connection and community transformation" (p. 57)
    - "Strengthen the cultural sector's capacity, sustainability, and impact" (p. 58)
    - "Optimize the impact of City of Santa Fe funding" (p. 60)
    - "Optimize City of Santa Fe operational structure and strategies" (p. 61)

In order to represent the complex cultural community of contemporary Santa Fe:

2. The City of Santa Fe should undertake a review of events it hosts to determine whether these celebrate the city and county's many cultures;
3. The City should fund, design, and host more: multicultural events; cultural events that appeal to CHILDREN AND YOUTH; cultural events that appeal to AGES 20-29;
4. In designing these events, the City of Santa Fe should consult with community-based organizations, especially those that serve youth and ages 20-29, for their expertise and experience;
5. The City of Santa Fe should review its advertising, marketing, and communications with tourists and visitors to cultivate a better understanding of Santa Fe's multicultural community and to celebrate contemporary Santa Fe.

The Community Solutions Table of the CHART project identified multicultural events in Santa Fe as a significant need and recommends the following:

6. Multicultural events presented by the City of Santa Fe must be absolutely free for all;
7. Multicultural events presented by the City of Santa Fe must be located in different neighborhoods;
8. The cultures represented in City of Santa Fe multicultural events must reflect the diversity of the current population of Santa Fe; and
9. The City of Santa Fe should establish a "Diversity, Equity, and Inclusion" office/department (by this or some other name) to create and/or promote and/or implement multicultural events.

*continued, next page*

Please see the “Truth” section of this report for additional information about the above recommendation for a "Diversity, Equity, and Inclusion" office/department.

CHART recognizes that various City initiatives currently acknowledge the need for multicultural events (e.g., Department of Arts and Culture). Nevertheless, CHART participants are asking for more.

[27] Based, in part, upon the definition provided by the World Intellectual Property Organization or WIPO
[28] *https://manitos.net* (Manitos Digital Resolana)
[29] "Dominant culture" - Oxford Reference
[30] To learn more and see summaries of each of the stages along this continuum go to h*ttps://www.idrinstitute.org/dmis/*
[31] *www.chartsantafe.com*
[32] Learn more and read the report at *https://www.santafenm.gov/cultural_roadmap*
[33] Oga Po’gay (which can be spelled in different ways) is the name given to this place by the early Tewa inhabitants. It translates as "White Shell Water Place".
[34] Additional quotes from answers to Survey 2.
[35] View Romero’s talk presented on March 21, 2022 at Teatro Paraguas on the *CHART Santa Fe YouTube Channel.*
[36] Tourism Santa Fe: *https://www.santafe.org*
[37] Santa Fe 2015 Visitor Information Survey can be found here: *https://www.santafenm.gov/convention_and_visitors_bureau*
[38] Culture Connects: Santa Fe | City of Santa Fe, New Mexico (*www.santafenm.gov*)



# HISTORY

# HISTORY

"Santa Feans need to develop a deep sense of place and history regardless if they have been here for ten generations or a year."

**"One aspect of this process is to help people WANT to gain a fuller understanding of Santa Fe history. Look for ways to engage with stories. These can come through different formats … memoir, poetry/expressive writing, film, biography … Images will be key … documentary photographs, paintings that reveal cultural and natural history."**

"I think it's important that we expand the history of Santa Fe beyond the history of the conquistadors to highlight the stories of the indigenous populations and lesser-known communities such as the stories of African Americans, Jewish and Middle Eastern populations."

*"There are many ways for us all to more fully understand our unique history and culture. We do offer great museums, lectures, programs, events, art, poetry, music, historical sites and more and these should continue. More appreciation of our Pueblo values and history can and should be encouraged. A Southside 'Plaza del Sur' would be a great way to allow for more understanding and experience of more varied cultures living here."*

"Education, education, education. What I remember being taught in school (oh those many, many years ago) about history was all what we all now realize was so incomplete and inaccurate."

**"Teaching history is critical and being honest on who's land this was at any given time is paramount. It's important to teach that lands, peoples, cultures, and nations are fluid and have always changed throughout time. However, in the context of three cultures in Santa Fe, it must be acknowledged that this was Tewa land first, and Santa Fe was a Tewa Pueblo. Yes, Hispanics have been here for hundreds of years and this is now their home, but they were colonizers, as was America unto them. Hispanics are now feeling the trauma of colonialism; something the Pueblo people have felt for centuries. Colonialism was the "way" historically, and there isn't a place on earth that hasn't been impacted by colonialism. We, as Santa Feans, and as citizens of the earth, need to decide if colonialism is something we wish to continue or let go. Colonialism is the alpha and omega of this issue, and it's where the conversations and decisions of CHART must lie. If we agree to continue colonialism, then all past cultures will eventually be erased. If we say "no more" to colonialism, then we need to give voice and justice to the original inhabitants. We need to stop colonizing all aspects of life: no more patenting of seeds, no more "ownership" of waters, no more "rights" to own what was always here."**

*"I think that things have gone from looking for a better understanding of history to our way or no way. Our history is a living history, and we need to find a way to move forward."*

**"We need a Museum of Santa Fe that specifically focuses on the history of the land we live on and how it has changed culturally and environmentally…The mission of the museum needs to be both historic and current and include a relationship with the Public Schools that is educational, everything from archaeology to ecology to the visual and performing arts."**

*"Support diverse perspectives of history education in the schools, even for the youngest students, presented in the form of storytelling, music, dance and other arts."*



# HISTORY

“The letter “H” comes second in the acronym “CHART.” Even so it winds its way through all the sections of this report and above, below, and beside its neighbors–culture, art, reconciliation, and truth. All are related; all influence each other; all contribute to a view of our story that is undeniably labyrinthine, tangled, and contentious.

CHART participants spent twelve months talking about the history of Santa Fe and their views are as varied and diverse as our multicultural community itself. What is clear from the results of the CHART project that there is a great desire for a fuller understanding of Oga Po’gay’s/Santa Fe’s history. While we use the term as if there were one true story, it is clear from participants that the history of this place is manifold. There are multiple, parallel, and contradictory histories. We differ in our views as to the importance of historical events, even methods of collecting and legitimizing history. We heard some refer to the “real history” of Santa Fe as beginning with Spanish conquest, confirmed in books and papers. Most emphatically disagree and embrace a history thousands of years before conquest, told by sun, sky, wind, water, land, earth and its creatures and carried down in both orature and literature.

Most CHART participants consistently expressed their desire to go deep into the past, to include the history of Oga Po’gay before colonization and to embrace histories beyond the tricultural myth. They also urge the rest of us to do the same. History should, most said, include all “histories” –Indigenous, captives, slaves, women, colonizers, immigrants, refugees, and so many more–with a particular emphasis on stories that have been forgotten, ignored, or purposefully marginalized. In other words, history is and should be inclusive and expansive.

That said, CHART surveys and dialogue revealed that this expanding view of history makes some feel their own is being displaced, shifted from prominence, willfully denied. What looks to many like raising up the stories of those who have been historically marginalized seems to others as diminishing theirs, by contrast. The toppling of the Soldier’s Monument/”Obelisk” brought these and other issues to the surface during the CHART project.

Of course, this tension is not new–students of history, especially in the post-Modern age–have been discussing the idea of multiple stories, marginalization, dominant narratives, and the accuracy of "truth" for decades. Even so, events in our recent history are demanding that we engage with these issues, reckon with them again, as we are forced to reexamine historical events in terms of what we knew, what we thought we knew, and what we might know differently as the present informs the past.

What we know now is that the most populous groups of Santa Feans–Indigenous, Hispanic, Anglo/White–are far from monoliths. Indigenous/Native Americans are composed of tribes with different languages, histories, traditions and governing structures. Those identifying as Hispanic/Latino descend from different lineages, some generations-long in Santa Fe and others from Mexico and Latin America more recently. "Anglos," who may be described as White or Euro-Americans, descend from multiple countries, cultures, and languages. To speak of any of the cultures or their history as heterogeneous is misleading. At the same time, there was/is intermarriage in New Mexico (as is true elsewhere) which furthers complicates and/or enriches who we are as Santa Feans.

What we also know is that the Santa Fe community is much richer, historically, than the peoples above. African history in New Mexico started in 1539 when Esteban, an African Moor, explorer and original member of the Pánfilo de Narváez expedition from Cuba, visited Zuni. After the Civil War, almost 4000 African American soldiers served in the New Mexico Territory as "Buffalo Soldiers." Chinese immigrants looking for jobs in railroads and mining first came to New Mexico in large numbers in the 1800s. Japanese Americans came under different and difficult circumstances during World War II, with two Japanese internment camps located in the state.

And there are others with rich histories who live in our community. This "history of histories" was reflected in much of the dialogue during the CHART project and, as discussed in the "Culture" section above, Santa Feans understand their city and county to be multicultural and want to celebrate its complexities.

Because of this complexity, the CHART project hosted a series of free in-person and online Cultural History events that enlisted experts in their fields to encourage a complex engagement with Santa Fe's stories and histories



State Historian Rob Martinez &
City Historian Valerie Rangel
Cultural HIstory Series #1

**Cultural History Series Events**
Video recordings of these events are available via the CHART Santa Fe YouTube channel

**State Historian Rob Martinez and City Historian Valerie Rangel** took as their jumping off point the first question in CHART's first survey: "How do we come to a fuller understanding of the history of Oga Po'gay/Santa Fe?" This conversation took place via Zoom on November 18, 2021.

**Former State Historian Hilario Romero** presented "Journey Down the Rio Santa Fe: Pueblo Spanish, Mexican History of the Santa Fe River Communities" on March 21, 2022, at Teatro Paraguas.

**Dr. Setha Low, Ph.D., CUNY Distinguished Professor,** presented "Public Spaces and Social Justice" on April 21 at the Santa Fe Community Convention Center. This presentation was followed by an art activation: Create a Plaza.

## Stepping Out of Our History Comfort Zone

The first CHART Cultural History presentation, on November 18, 2021, featured New Mexico State Historian Rob Martinez and City Historian Valerie Rangel in conversation. In the following excerpt, they urge us to accept the challenges of understanding a complex history of Santa Fe:

**CHART:**
The first survey question that CHART posed was: How do we come to a fuller understanding of the history of Santa Fe? We spent a lot of time on that word – fuller - because it seemed to us that a lot of us have a certain view of the history of the city, but maybe not the whole picture. What's your perspective on that, do we need to step outside our history comfort zone?

**ROB MARTINEZ:**
Yes, we do need to step out of our comfort zone. A fuller understanding of history to me also means a broader understanding and a deeper understanding. And to gain that we all must have open eyes, open minds, open hearts. And we need to get out of our comfort zone because it's our comfort zone, I think, that can create problems because it keeps us from having empathy. We need to have empathy for people who aren't in our comfort zone. A comfort zone is a great place to be if it's just you. But history here in Santa Fe, and here in the state of New Mexico, is about all of us. It's about everybody. So, I think we need to do just that, which is get out of those things that make us happy and feel good about history because that's not what history is for. It's not supposed to make us happy or feel good. It's supposed to teach us. History is a teacher and we're the students, so that deeper way of looking at it is something we all need to work on. I mean, we were talking earlier about how there was a Native American name for this area before Santa Fe was named La Villa Real de la Santa Fe de San Francisco de Asís. Well, that's a matter of having a fuller understanding of our history here, and going deeper, that we're not just one kind of people with one kind of history and that history goes back before 1610, it goes back before 1608 here in this area. There's centuries of history and culture, and people, our fellow New Mexicans who still live with us.

**VALERIE RANGEL:**
When I think of a fuller understanding, I must bring into some other dynamics and bring in other realms that shouldn't be forgotten and that's starting with something like cultural migration and origin stories. It's tremendously important. There's a lot of history that's contained in traditional ecological knowledge. It took hundreds of thousands of years for people to learn how to communicate with nature, how to use the plants, how to live within the means of the day to day living so that ethnobotany, geology, artifacts, those can tell a story about how people once lived and what the environment was like in those days. We tend to forget that humans were scientists, they were observers for a long, long time and they recorded special historic significant events, have recordings of the cosmos and pictographs and petroglyphs and that's yet another element that we should not forget in our history.

When I also think of a fuller perspective, there are perspectives that are missing. And it's not just women who are missing from that fuller perspective it's slaves, it's folks that were coming into Nuevo Mexico hundreds of thousands of years ago to trade. And can you imagine all those people when they're speaking different languages, and they're coming together and they weren't just communicating oral history, they were telling stories they were telling legends, lived experiences they were sharing fashion. They were talking about their latest invention and how to make a recipe for chocolate better or whatnot. Right? And they weren't using one language. They were using theater and dance and music. They were drawing pictures. They were communicating in other ways that we forget. And it's not just the oral history that's been passed down with all these nuances and cultural knowledge but all of that should be brought to a fuller understanding.

**ROB MARTINEZ:**
I like what Valerie was saying about looking at history from different perspectives. I mean, yes, women, slaves, the marginalized and also looking at different disciplines. Even as a historian, looking at anthropology, archaeology, sociology, ethno- ethnic studies, these are all part of a bigger picture that helps us to get a fuller understanding of history and of ourselves. If we don't do that, we're really limiting ourselves. We're limiting our perspective and our views, and we need to remember when we look at a book that we don't agree with that helps us broaden our perspective. We need to realize that there are voices in historical documents. We just need to look deeper. Women are there, they're suing men who are abusing them. They're buying and selling land and animals. There are wills, where we learn the kinds of lives that they lived. But we must search for this stuff because it's not always going to jump out at us, but they're there.

**ROB MARTINEZ (contd.):**
The other point I want to make is, if we decide to go beyond our comfort zone, we're not erasing our history, we're not getting rid of our culture, we're just adding to it, adding what's already there, things that we need to just acknowledge and embrace. It's our heritage. It's our history here in New Mexico. New Mexico is a multiracial multicultural place. We don't lose anything by saying, oh, you know, there's this Spanish past here but there's a Mexican past too. In fact, our Spanish past comes from Mexico, and that doesn't erase our Spanish past it just helps us to understand it a little better that, wow, this is a journey these people took from Spain and North Africa to Mexico up the Camino Real following trails that were already blazed by Native Americans before the Spanish came. Or the Americans on the Santa Fe Trail, there are already Native Americans crisscrossing the North American continent for centuries, so we need to understand that and that just helps us get a deeper understanding. It doesn't erase the Santa Fe Trail, or the Camino Real. It just helps us understand that a lot of people contributed to making us who we are today.

View the entire conversation on the CHART Santa Fe YouTube channel [39].

As mentioned in the "Culture" section, above, CHART responded to what we heard from Santa Feans as well as encouraged an increased understanding of Santa Fe, past and present, through our Culture Blog. Below are just a few of the total 37 blog posts that appear on the CHART website. [40]

**Culture Blog Posts That Explore History**

Sufragista y más: Honoring Adelina "Nina" Otero-Warren
Santa Fe's Japanese Internment Camp
Fray Angélico Chávez History Library
El Zaguán & Historic Santa Fe Foundation
What's on your reading list? (1-3) Books about history and culture
The Palace of the Governors
Become a Neighborhood Historian
Talking About Santa Fe Indian School
Where do we stand?
Memories of La Fonda
City Historian Project Debuts
Juneteenth and New Mexico Black History
Buffalo Soldiers in New Mexico
Centering Truths, Not So Evident

**Where We Learn About History**

CHART was also interested in where Santa Feans go to learn about history in order to get a sense of the kinds of resources they favor, and the breadth. Q9 in Survey Two helped us quantify the results, below

**Q9 Which of the following resources have you used to learn more about the history of Oga Po'gay/Santa Fe? (Check all that apply)**

| ANSWER CHOICES | RESPONSES |
|---|---|
| Books | 79.93% |
| City of Santa Fe Historian | 22.84% |
| Museum of Indian Arts and Culture | 61.83% |
| Museum of Spanish Colonial Art | 44.37% |
| New Mexico History Museum | 72.59% |
| New Mexico Jewish Historical Society/Oral Family Stories | 10.28% |
| New Mexico State Archives (in person) | 17.46% |
| New Mexico State Archives (online) | 15.17% |
| New Mexico State Library (in person) | 22.19% |
| New Mexico State Library (online) | 12.56% |
| Office of the New Mexico State Historian | 12.07% |
| Palace of the Governors (National Park Service) | 51.88% |
| Poeh Cultural Center | 23.82% |
| Santa Fe Public Libraries | 53.83% |
| Wheelwright Museum of the American Indian | 39.48% |
| Website of the City of Santa Fe: www.santafe.org | 24.96% |

Respondents favored books (80%), the New Mexico History Museum (73%), the Museum of Indian Arts and Culture (62%), Santa Fe Public Libraries (54%) and the Palace of the Governors (52%). The next tier named the Museum of Spanish Colonial Art (44%) and the Wheelwright Museum of the American Indian (39%).

In addition to the resources identified in the question, CHART participants mentioned family, schools, New Mexico PBS, tribal elders, Institute of American Indian Arts, Indian Pueblo Cultural Center, newspapers, Historic Santa Fe Foundation, and Old Santa Fe Association as important sources of historical information. These and other responses are reflected in the word cloud, below.

## Q9 CHART Survey Two "Other" Responses




Below are a few more resources. We also recognize that there are others, not named here, that serve the community well:

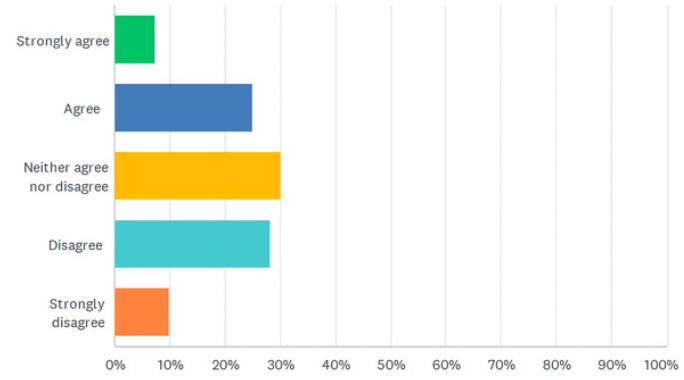
UNM's Institute for American Indian Research
School for Advanced Research
Center for the Southwest
Southwest Hispanic Research Institute
Women's International Study Center
African American History in New Mexico

Additionally, readers may want to consult the CHART Culture Blog for a list of books about Santa Fe History, New Mexican History, Spanish History, and other historical topics.[41]

**Understanding the City's Complex History**

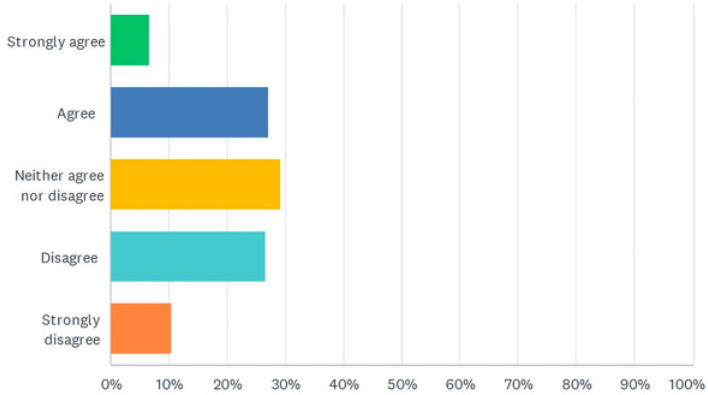
The second CHART survey also asked important questions about city-sponsored events and whether they encourage residents and visitors to engage with the complex history of the area. The results are mixed and, thus, interesting:

## Q10 Events hosted by the City of Santa Fe encourage RESIDENTS to understand the complex history of Oga Po'gay/Santa Fe




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 7.18% |
| Agree | 24.96% |
| Neither agree nor disagree | 30.02% |
| Disagree | 28.06% |
| Strongly disagree | 9.79% |
| TOTAL | |

## Q11 Events hosted by the City of Santa Fe encourage VISITORS to understand the complex history of Oga Po'gay/Santa Fe




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 6.53% |
| Agree | 27.08% |
| Neither agree nor disagree | 29.20% |
| Disagree | 26.75% |
| Strongly disagree | 10.44% |
| TOTAL | |

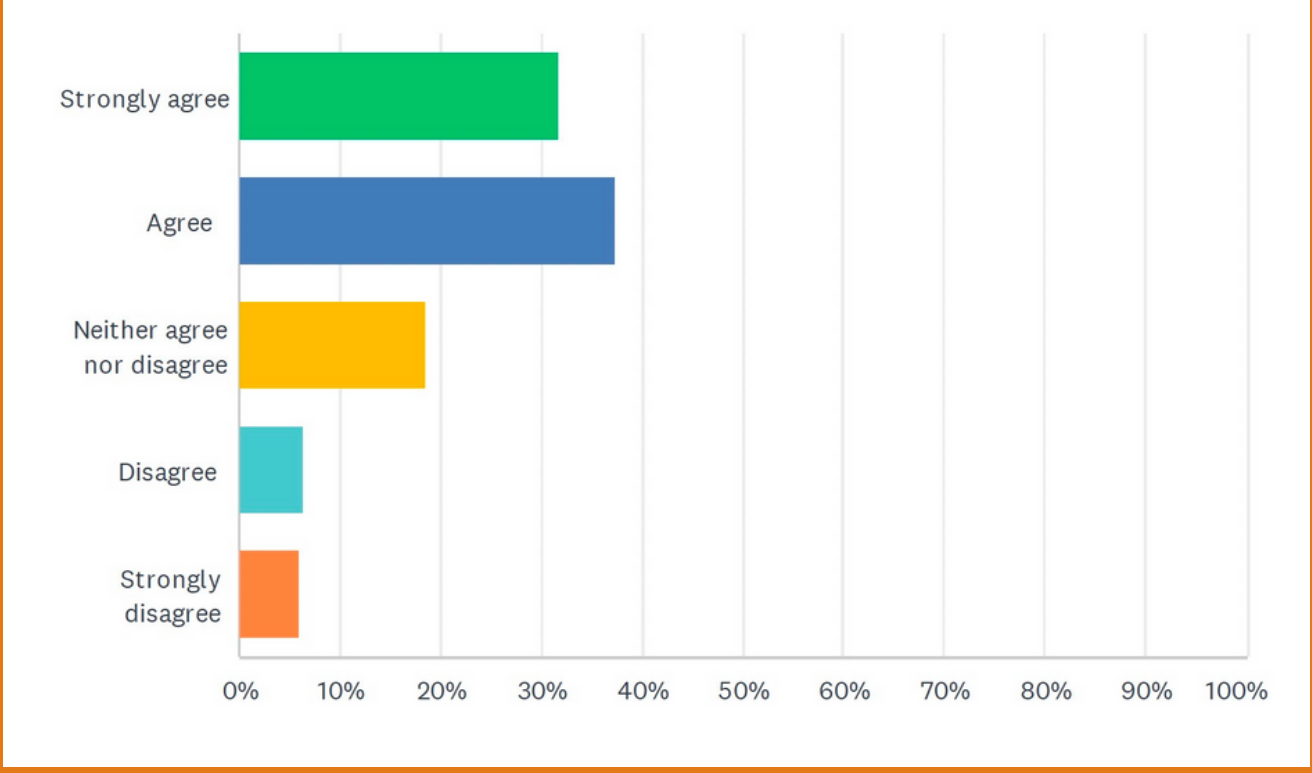
In the case of residents, 38% of respondents disagree or strongly disagree with the statement while 37% disagree or strongly disagree that city events encourage visitors to understand our complex history. In both cases, 30% of respondents can neither agree nor disagree. In terms of agreeing, 32% of respondents agree that residents are encouraged while 34% agree when it comes to visitors.  Clearly, Santa Feans have mixed feelings about what the city is currently doing.

When these results are considered in relation to Q14 in the survey, “Understanding the complex history of Oga Po’gay/Santa Fe will improve relationships between residents who are from different races, ethnicities, cultures, and backgrounds” (see below), we believe that roughly 30 percent results (Q10 & Q11) are not good enough. Doing better provides us with an opportunity to improve relationships in our multicultural community.

**A Santa Fe History Museum**

Over the course of the project, many CHART participants recommended the idea of a history museum devoted specifically to the history of Santa Fe (what one participant called a “Santa Fe History Museum”) so we put this question to residents in Survey 2.

**Q12 I like the idea of a “Santa Fe History Museum” that would promote a fuller understanding of the history of Oga Po’gay/Santa Fe.**



Historian Hilario Romero
Cultural History Series #2

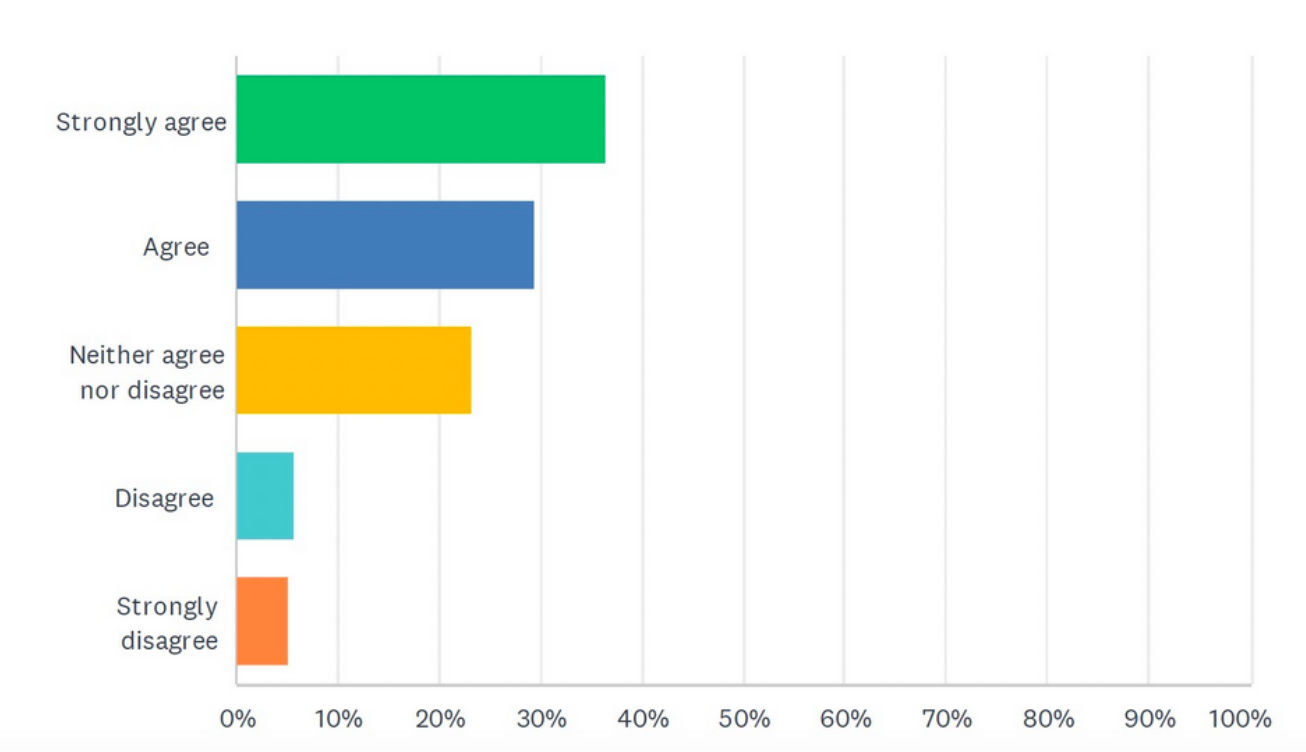


The responses are overwhelmingly in favor of this idea.

**History and Education**

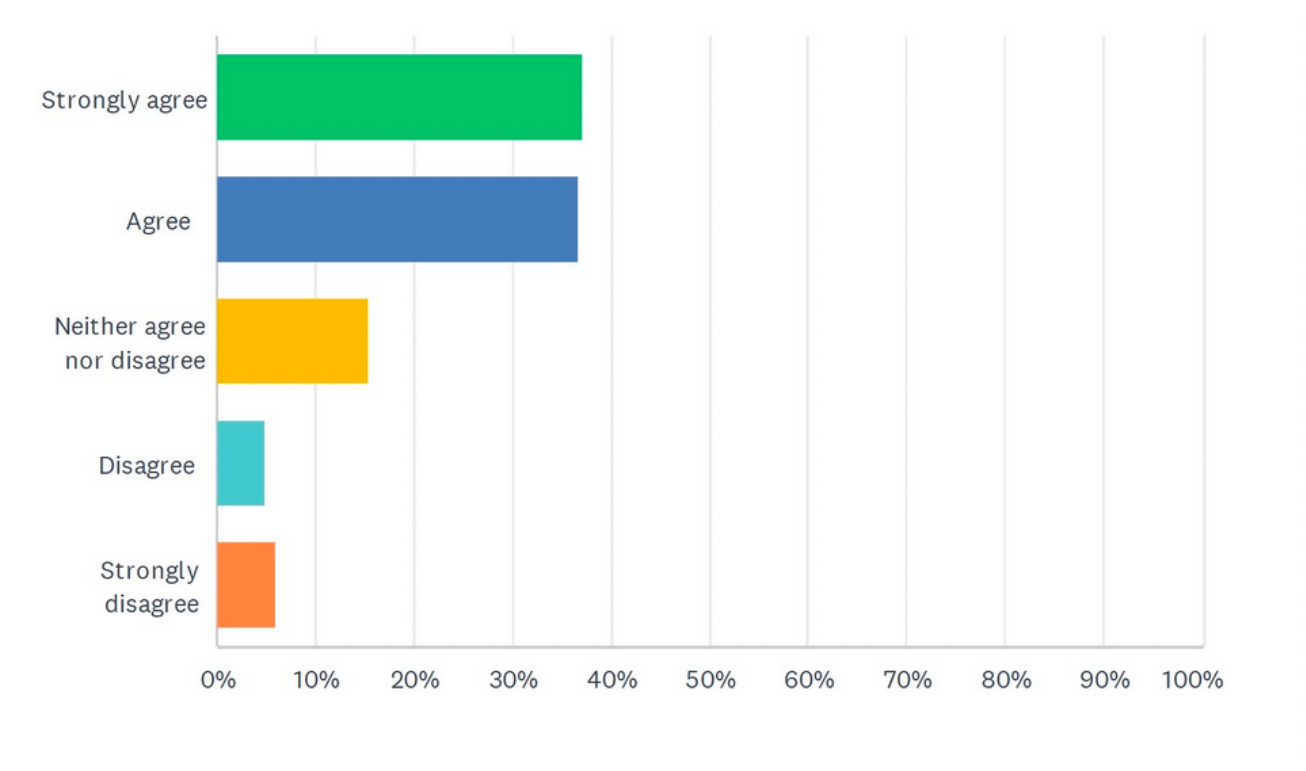
Additionally, CHART participants repeatedly spoke to the need for the K-12 educational curriculum to do a better job of teaching the complex history of Oga Po'gay/Santa Fe. Results of Q13 reveal that 66% of respondents agreed or strongly agree with this idea.

**Q13 The K-12 educational curriculum needs to do a better job of teaching the complex history of Oga Po'gay/Santa Fe.**




In order to clarify the relationship between education about history (accessed by adults via community resources and taught to K-12 children in the schools), we added another questions in Survey 2 asking whether there is a link between knowing our complex history and the quality of our relationships with those who are different from us. See the results, below.

**Q14 Understanding the complex history of Oga Po'gay/Santa Fe will improve relationships between residents who are from different races, ethnicities, cultures, and backgrounds.**




A majority of survey respondents (74%) agree or strongly agree that understanding our complex history–all of us, young and old–will better our relationships with each other in a diverse and multicultural community. This makes it very clear that the past plays a significant role in our present-day relationships and that historical knowledge–deep, broad, inclusive–can make a difference for the present and future.

For the reasons and results discussed above, we make the following recommendations to the City of Santa Fe.



Dr. Setha Low
Cultural History Series #3

## RECOMMENDATIONS: HISTORY

The City of Santa Fe should:

1. Undertake a review of historical, cultural, and other events/programs hosted by the City to assess whether they encourage both residents and visitors to understand the complex history of the city as discussed in this report;
2. The review, above, should enlist a skilled, diverse, inclusive group of advisors;
3. Use the results of reviews to improve current events/programs;
4. Fund, create, and present additional events that promote the understanding of the complex history of Santa Fe, and
5. Investigate the possibility of creating a museum devoted specifically to the complex history of Santa Fe that will draw and benefit both residents and visitors.

The Community Solutions Table of the CHART project identified K-12 education and education, in general, about the history of Santa Fe as an important issue and recommends the following:

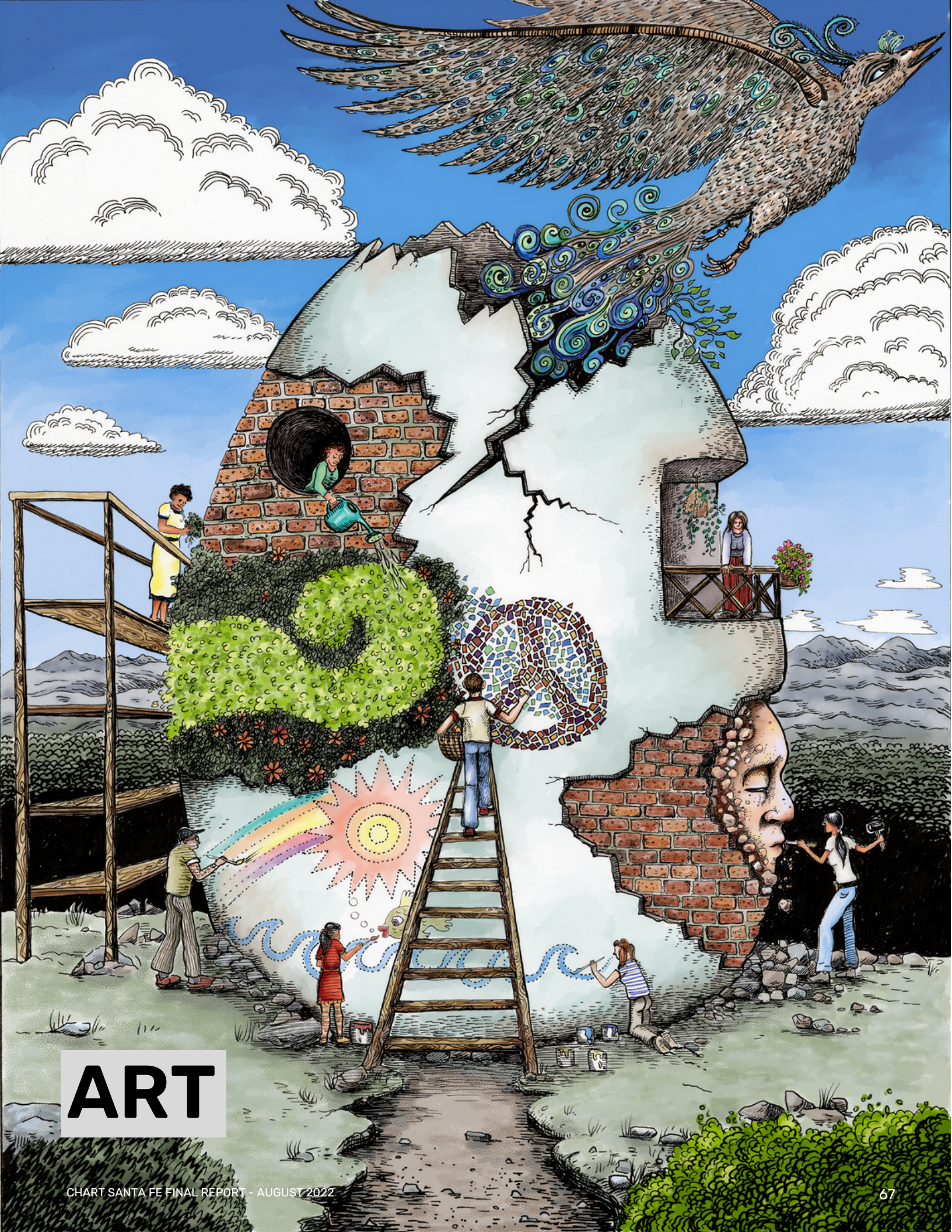
6. The history of Oga Po'gay/Santa Fe, as taught in the Santa Fe Public Schools via state standards and reflected in in museum exhibits and public art, should be reviewed by the City of Santa Fe for inclusion and for accuracy, acknowledging that there are often differing accounts of the same event(s). This is especially important because Santa Fe is the capital city of New Mexico. The City should perform such reviews via a skilled, diverse working group, committee, or commission, including representatives from Indigenous communities, and make recommendations to the Santa Fe Public Schools and museums and other institutions that educate students.

The Community Solutions Table acknowledges the recent update to the State of New Mexico Social Studies Standards by the New Mexico Public Education Department and its work on diversity and inclusion of peoples and perspectives. *https://webnew.ped.state.nm.us/wp-content/uploads/2022/02/NM-Standards-508.pdf*

CHART recognizes that the city's past Education Advisor, Carmen Gonzales (appointed in 2018 by Mayor Alan Webber), and Dr. Veronica Garcia co-chaired a "Supporting Education" Working Group that developed action items[42] (June 11, 2018) for collaboration between the city and the Santa Fe Public Schools. Though the teaching of Santa Fe's history was not addressed in this document, a similar process might be used for recommendation 6, above, with special attention to including Indigenous members of the working group.

Readers may also want to consult Appendix G for recommendations made by participants in response to Survey 1.

[39] *CHART Santa Fe - YouTube*
[40 *www.chartsantafe.com*
[41] *CHART Blog Santa Fe*
[42] Search The City of Santa Fe Website | *Supporting Education Working Group*



# ART

# ART

"Allow all local traditions to shine not just the ones that make $$$...More free local events and entry to museums for families who cannot afford it. ...the Railyard is the new plaza but it does not welcome...locals as much as tourists and others, and it shows."

**"Public art is intrinsic to public life, especially during controversial and challenging times and can also be reflective of and responsive to sociopolitical and historical issues, cultures, and human experiences."**

As a young poet thinker Amanda Gorman states. 'Never underestimate the power of art as the language of the people. Poetry is the lens we use to interrogate the history we stand on and the future we stand for. It's no coincidence that at the base of the Statue of Liberty, there is a poem. Our instinct is to turn to poetry when we're looking to communicate a spirit that is larger than ourselves. Whenever I'm writing, I'm looking at the history of words. The specific history of words in the Inaugural poem was: 'We have seen the ways in which language has been violated and used to dehumanize. How can I reclaim English so we can see it as a source of hope, purification and consciousness?'"

*"There are many ways for us all to more fully understand our unique history and culture. We do offer great museums, lectures, programs, events, art, poetry, music, historical sites and more and these should continue. More appreciation of our Pueblo values and history can and should be encouraged. A Southside 'Plaza del Sur' would be a great way to allow for more understanding and experience of more varied cultures living here."*

"A live theatre experience or a video (either a documentary/interview style or motion graphics) that powerfully and artfully present different viewpoints and giving space to each with the fullest human divinity and empathy. Perspectives solicited should expand beyond the triad of cultures that typically is present as the face of New Mexico—Native American, Spanish, and Anglo. Human identity is beyond their race. Acknowledge the fullness of who lives here now, too, and why they chose to be here."

**"Put out a call for people–making sure to include everyone (tribal representatives, educators, students, scientists, artists, retirees, historians, curators, everyday folks–everyone who may have relevant stories and information) to share their stories whether written or otherwise recorded and start a repository where anyone can access this information."**

*"Support outdoor public art and events throughout Santa Fe, the more public art that is accessible, the more diverse perspectives can be shared and discussed."*

**"...the art scene of Santa Fe is almost exclusively in the downtown area, therefore more economic activity in the area, and therefore more economic prosperity in the surrounding properties. This provides a trend of which has taken place largely in the last 50 years; less people of color...live in the now 'historic' district... Without that community, the district would not have the culture that made the area so desirable. In truth we cannot have a culture of mutual admiration and collaboration if different pieces of that mosaic are further disenfranchised from the growth of the culture at hand."**

"Due to legislation, however, the greatest percentage of funds is allocated to large organizations often associated with the tourism industry, an important economic driver for Santa Fe. It should be noted that based on the data gathered during the Public Engagement phase, there is some community perception that a "tourism focus" does not directly support residents and that it leads to a distortion of the city's cultural identity." from *Cultural Cartography, 2016*

"Shared experiences through the arts is an excellent way to listen and process those stories with others."



At the heart of CHART's acronym is the letter "A" for Art. So it is with the Santa Fe community–whether reflected in the lines and curves of mesa, mountain, riverbed, the gentle corners of adobe and shimmer of metal roofs, the jewelry, santos, rugs, pottery, fashion, murals, sculpture, poetry, opera, theater, dance, monuments, museums, immersive art experiences, sunsets skimmed by rainbow, and more. Art, too, is ritual–secular and spiritual–Zozobra, Pet Parade, Hoop Dance, Deer Dance, Las Posadas, Shabbat, the Lighting of Candles, Ritual Prayer.

In Santa Fe, art is heavily marketed for tourists but "art," in its largest sense, is an integral part of daily life for residents and has the potential to do much more than draw visitors and generate revenue. It can reflect Santa Fe's multicultural community and, in doing so, nurture relationships between residents and promote understanding of people, history, place, and heritage.

Over the course of the CHART project, we heard a lot about art, including monuments, memorials, and works of public art. It is clear that:

- Santa Feans value the arts and their place at the heart of community life;
- Residents believe that the arts have a unique ability to express diverse identities, cultures, traditions, and perspectives;
- Citizens see inequal, geographical distribution of public art (and the funding/revenue associated with it) in the city and county;
- Residents believe that the "tricultural myth" is not reflective of the current population of Santa Fe, marginalizes certain residents, and misrepresents the community;
- Some art, particularly in the form of monuments, requires new and considered attention and assessment that includes an inclusive public process;
- Controversies about monuments (particularly Soldiers Monument/"Obelisk") have deeply wounded the Santa Fe community while also encouraging us to address deeply-rooted problems; and
- The arts have a unique ability to promote truth, healing, and reconciliation.

ART

During the project, conversations about art commonly focused on whether public works do a good job of reflecting the diversity of the current

population and on process (what went wrong with Soldiers Monument, what should be done with monuments). In this section, we will start with what CHART participants had to say about public art and about process, address the “Monumental Dreams and Conversations” program of CHART, and then direct our attention to Soldiers Monument/”Obelisk.”

As with the other sections of this report, it is important to mention that results and recommendations are based on the large body of data collected over 11 months of public engagement activities.

# PUBLIC ART

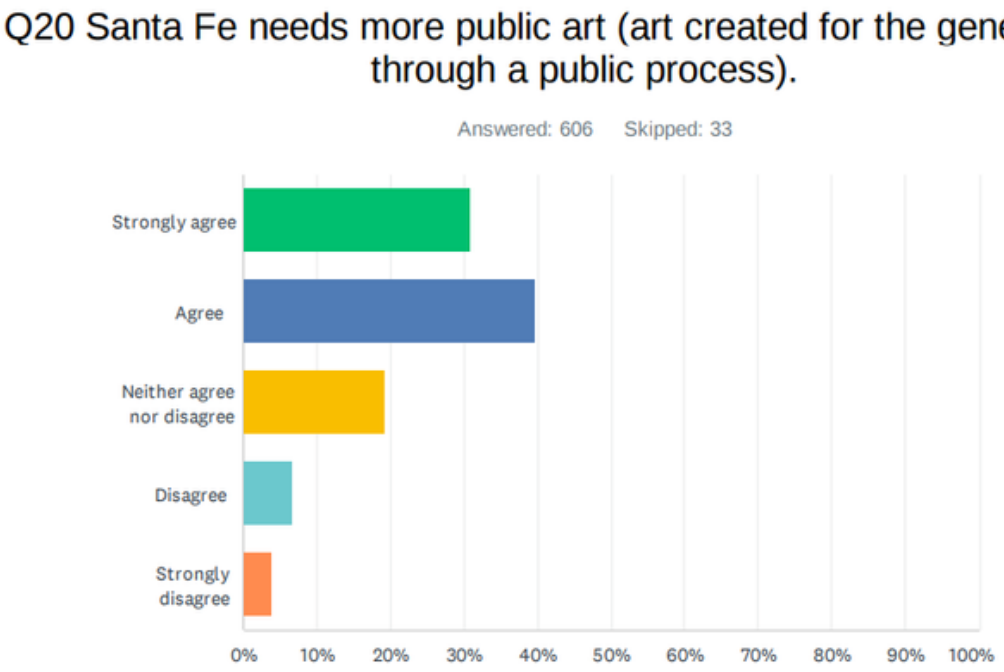
“Simply put public art is art in public spaces. The term ‘public art’ may conjure images of historic bronze statues of a soldier on horseback in a park. Today, public art can take a wide range of forms, sizes, and scales—and can be temporary or permanent. It often interprets the history of the place, its people, and perhaps addresses a social or environmental issue. Public art can include murals, sculpture, memorials, integrated architectural or landscape architectural work, community art, digital new media, and even performances and festivals!” [43]

For the purposes of this report, CHART uses “art” as an overarching term that includes public art, monuments, and memorials. Sometimes, during the CHART process, participants discussed all three under the same umbrella and other times (especially in terms of current controversies) they tended to separate public art from the other two.

We are aware that the lines between works of public art, monuments, and memorials are tentative, at best. Historically, works of public art have generated controversies as heated as any around monuments and memorials, including the “Multicultural Mural,” by Gilberto Guzman, at the site of the new New Mexico Museum of Art (NMMOA) Vladem Contemporary. Here, we do our best to honor the distinctions that CHART participants made as well as the commonalities.

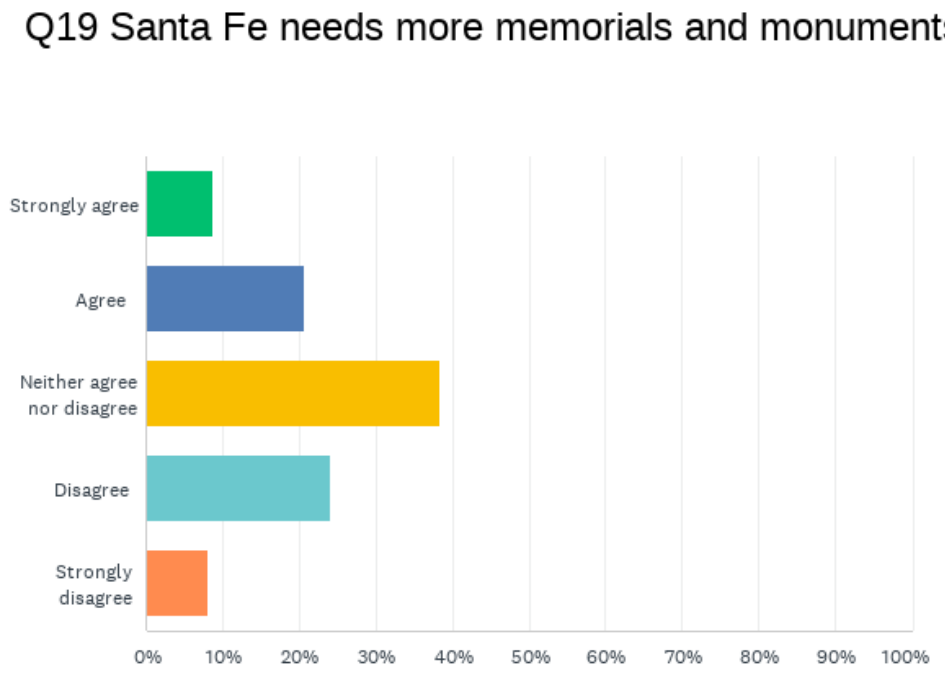
CHART’s second survey included a section on art with questions based on responses received from participants gathered over the first 8 months of the project. Survey questions were designed to confirm (or deny) what we heard over the course of public engagement as well as tease out some of the distinctions we heard.

Responses to Q20 tell us whether Santa Feans want to see more public art defined as “art created for the general public through a public process:”




Over 70% of Santa Feans agree or strongly agree that Santa Fe needs more public art. This result reflects what we heard over many months of engagement with an emphasis less on more art for tourists and more on art for residents.

Results for Q20 are in stark contrast with responses to Q19 (“Santa Fe needs more memorials and monuments”):




Here, only 29.4% agree or strongly agree with the statement. Because of this contrast, we interpret the data to indicate that residents believe that Santa Fe needs more public art that is not a monument nor a memorial.

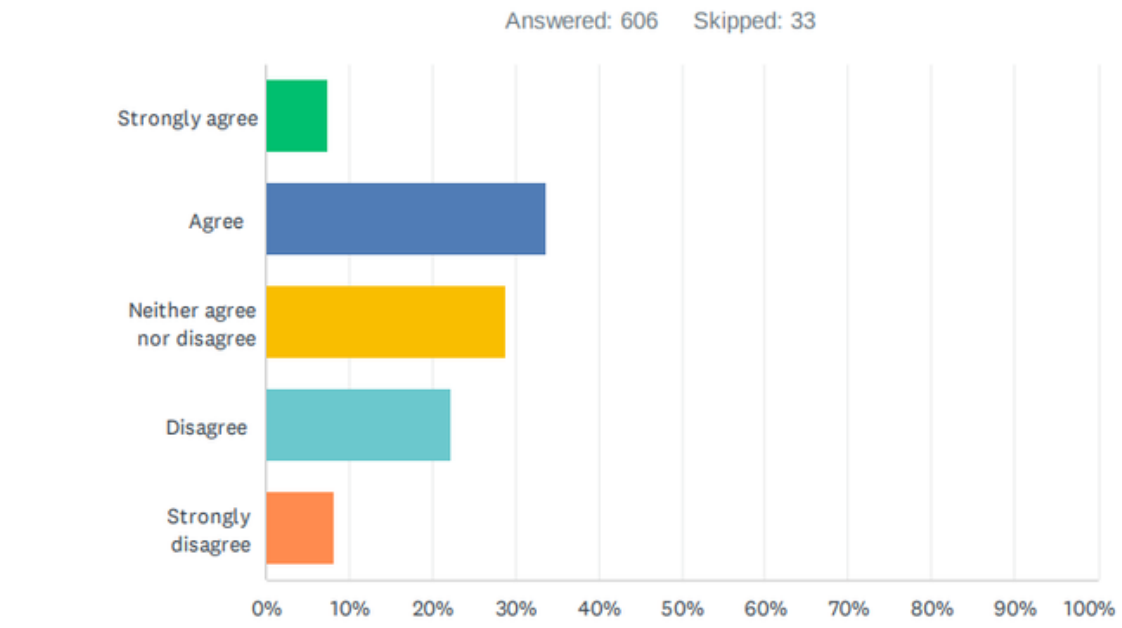
**Diversity and Distribution**

During the project, CHART also heard a lot about the "tricultural myth"--a branding campaign with tenacious persistence–and the different ways in which it misrepresents the community, perpetuates cultural stereotypes, and marginalizes arts from cultural traditions other than the "tri."

"Santa Fe is made up of a wide range of cultures and ethnicities that extend beyond the tri-cultural myth that is perpetuated here." *–Survey 1 Respondent*

"...we are not just TRI-CULTURAL. By listening to each other's personal histories without blame or shame or judgment. We need to own each of our cultures Shadow sides as well as the Light, otherwise the Shadow aspect defeats us in our unity and diversity." *–Survey 1 Respondent*

For this reason, CHART included the following question in the second survey to learn how these views pertain to current works of public art in Santa Fe. The results are interesting:




Under half (41%) of respondents agree or strongly agree that "current works of public art in Santa Fe reflect the diversity of its residents;" 29% neither agree or disagree, and 30% disagree or strongly disagree with this statement. Because the results are mixed–roughly half and half–CHART examined the results based on respondents self-identified race and ethnicity:

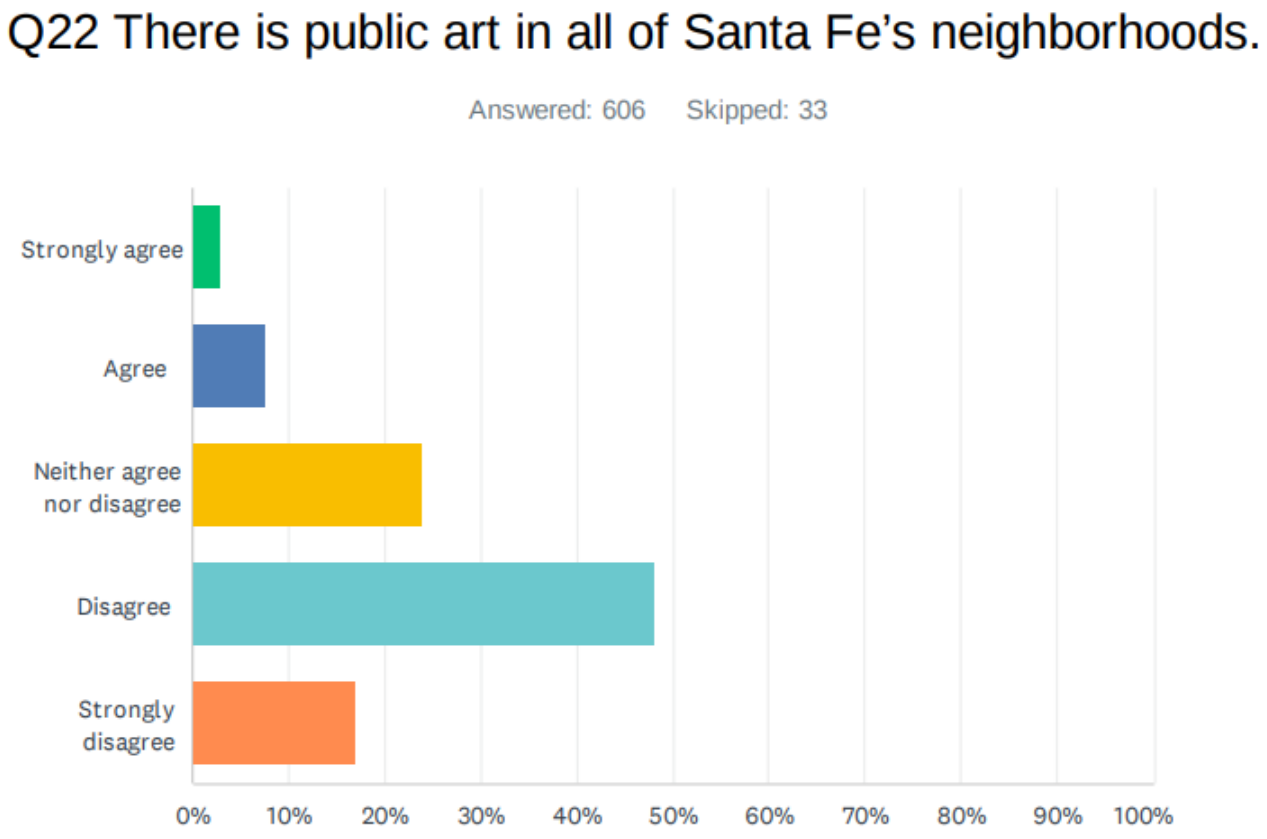
**Agree or Strongly Agree: "Current works of public art in Santa Fe reflect the diversity of its residents"**

**CHART**

| | % |
|---|---|
| Asian American or Pacific Islander | 25 |
| Black or African American | 20 |
| Hispanic or Latino | 43 |
| Native American or Alaskan Native | 34 |
| White or Caucasian | 41 |
| Multiracial or Biracial | 46 |
| A race/ethnicity not listed here | 34 |

Only 20% of survey respondents who identify as Black or African American believe that current works of art reflect the community's diversity, with 25% of those who identify as Asian American or Pacific Islander following close behind. All the percentages, above, are under or well under 50% and indicate that a majority of survey respondents do not see the diversity of the community reflected in public art.

CHART asked a related question (Q22) in Survey 2 based on what we heard during the public input phase of the project: "There is public art in all of Santa Fe's neighborhoods:"




Over 65% of respondents disagree or strongly disagree with this statement, with 24% neither agreeing or disagreeing. Just under 11% agree or strongly agree. There is a strong consensus, here, that public art–one very important way to reflect and celebrate people, place, and culture–is not equitably situated throughout the city and county.

In response to the results above, we make the following recommendations related to the Diversity and Distribution of Public Art in Santa Fe.

## RECOMMENDATIONS:
## DIVERSITY AND DISTRIBUTION
## OF PUBLIC ART

1. The City of Santa Fe should allocate more resources to the Department of Arts and Culture in order to support the creation of more public art. Meanwhile, the Dept. of Arts and Culture should continue to seek out public-private partnerships, grants, and other sources of additional revenue for public art;
2. The Department of Arts and Culture should acknowledge the distinction that Santa Feans make between public art and monuments and memorials and focus their efforts on the creation and installation of new works of public art that are NOT monuments and memorials;
3. New works of public art must do a better job of reflecting the current, multicultural population of Santa Fe, defying the “tricultural myth;”
4. City of Santa Fe Tourism campaigns should concentrate their efforts on dispelling the tricultural myth of Santa Fe;
5. New works of public art (distinct from memorials and monuments) should be distributed more equitably among the neighborhoods and spaces of the city and county;
6. The creation of new works of art should follow the processes recommended in the section below; and
7. The creation of new public art should engage citizens, especially those who live in the location where a new work of art will be located, in the vision and design of new works.

# MONUMENTAL DREAMS

As a corollary to dialogue and survey results regarding public art, a special program of the CHART project revealed additional information about the kinds of works envisioned by Santa Feans for their community. CHART's contract with the City of Santa Fe required an art activation that would "engage Santa Fe's artistic and cultural community to produce 5-8 art activations modeled on but not exclusive to Paper Monuments."

The Paper Monuments project of New Orleans:

"is a public art and public history project designed to elevate the voices of the people of New Orleans, as a critical process towards creating new narratives and symbols of our city that represent our collective visions, and to honor the erased histories of the people, events, movements, and places that have made up the past 300 years as we look to the future."[44]

CHART's version of the project, "Monumental Dreams and Conversations" (see full description, Appendix I) asked Santa Feans, "What deserves a monument, memorial, or work of art in Santa Fe?" We invited any resident of the city or county to submit a simple proposal. The goal was to create a pool of prospective monuments, memorials, and works of public art that communicate what is important to residents as well as generate conversations about the movements, events, things, places, and people that matter to Santa Feans.

CHART encouraged artists and non-artists, alike, to submit proposals and emphasized that no specialized (i.e. artistic skills) were required. Simple text responses were as acceptable as more complex images and drawings. The response was robust and diverse. We received 85 proposals of the widest variety, including submissions from children, teens, and adults as well as organizations. All can be viewed on the CHART website under "Proposals."

In order to fulfill the "conversations" aspect of the program, CHART posted the proposals for public view, comment, and dialogue at two events, on June 11 and July 17, and also provided means for anyone to view the proposals and submit public comments online. There were dozens of "conversations" generated by the proposals, whether in person at the "gallery" events or in the form of online commentary. In all, CHART received 760 comments (from 144 individuals) about the entries. Below is additional information about the submissions.

## MONUMENTAL DREAMS PROPOSALS CHART

| Types of Monuments Proposed* | |
|---|---|
| Events | 9 |
| Movements | 14 |
| Places | 23 |
| Things | 19 |
| Persons | 14 |
| Other | 32 |

*Several proposals indicated more than one type

| Locations** | |
|---|---|
| Plaza, replace Soldiers Monument | 15 |
| Restore Soldier's Monument | 10 |
| Elsewhere on Plaza | 6 |
| Elsewhere in city/county (not Plaza | 50 |
| No location provided/No Answer | 8 |

*Several proposals listed more than one location*

| Zip Codes/Proposals | |
|---|---|
| 87501 | 19 |
| 87502 | 2 |
| 87505 | 28 |
| 87506 | 7 |
| 87507 | 7 |
| 87508 | 5 |
| 87530 | 1 |
| 87532 | 1 |
| 87537 | 1 |
| 87110 | 1 |
| 87594**** | 9 |
| No Zip Provided | 4 |

****Nine entries were received from one person living in 87594*

| Types of Art | |
|---|---|
| Sculpture | 33 |
| Structure | 18 |
| Statue(s) | 10 |
| Other*** | 14 |
| Mural | 3 |
| Stories | 2 |
| Retablo | 1 |
| Dance | 1 |
| Garden | 1 |
| Solar Charging Station | 1 |
| Quilt | 1 |

*** including Flower Swing, Displays, Trees, and more*

| Years Living in Santa Fe**** | |
|---|---|
| 0-5 | 10 |
| 6-10 | 7 |
| 11-20 | 15 |
| 21+ | 26 |
| No answer | 4 |

****62 Submitters (see below)*

| Total # of Proposals | 85 |
|---|---|
| Total # Submitters | 62 |

In terms of what Santa Feans value (as reflected in the proposals), the range was broad. However, a few common themes emerged. Twenty-four of the 85 proposals honored the natural world--water, sun, earth, trees, sunsets, seeds, even bees, as well as habitat restoration. Several proposals feature water fountains as well as symbolic water features acknowledging that “el agua es vida por todos.” Fourteen of the 85 proposals honor the diverse community of Santa Fe, honoring “diverse cultures,” “blended cultures,” and the idea

of “many journeys, one world.” Another 14 are dedicated to heroes–especially veterans (“Nuevo Mexicanos on the Union side of the Civil War”) and women (Claudette Covin, Virgin de Guadalupe, New Mexico Women). Six of the proposals honor ancestors, elders and families and five are dedicated to teenagers–their dreams, their desires to leave, even their bad behaviors. Four emphasize Indigenous history before colonization, Indigenous identity and culture, and the “often silenced story of Native enslavement.” Other proposals honor memory, artists, music, civil rights, liberty and justice, peace/nonviolence, whimsical bunnies, and hugs.

We encourage readers of this report to spend some time viewing the proposals on the *CHART website*.

The Monumental Dreams and Conversations proposals serve as a vital resource for consideration and conversation—a snapshot of what residents might see as they move through public spaces in the neighborhoods of their community.

Because of the enthusiastic response to the CHART “Monumental Dreams and Conversations” project we make the following recommendation:

## RECOMMENDATION:
## “MONUMENTAL DREAMS AND CONVERSATIONS”

1. The City of Santa Fe Department of Arts and Culture should consider the proposals submitted for the “Monumental Dreams and Conversations” program of CHART in their deliberations about what kind of new monuments, memorials, and works of art might be created for the community of Santa Fe.

# PROCESS: PUBLIC ART

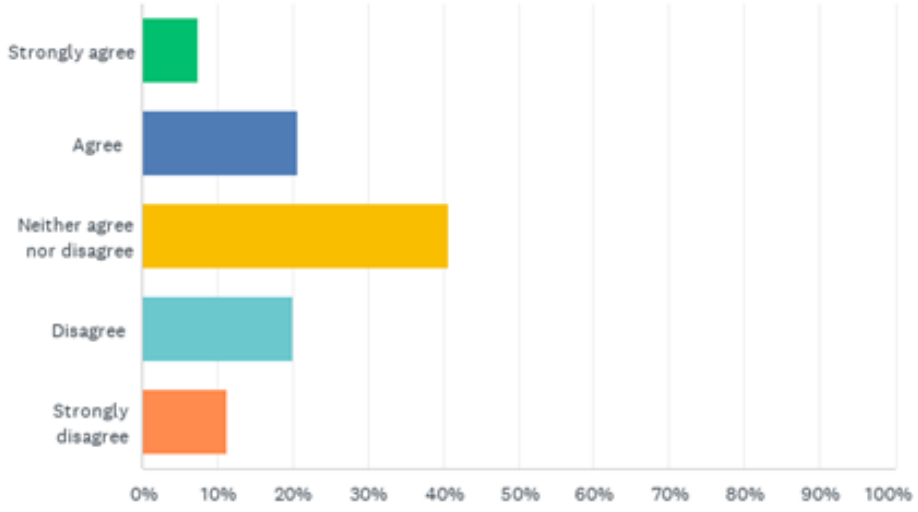
"As monuments and statues fall across the United States, activists and towns are left wondering what to do with empty spaces that once honored historic figures tied to Confederate generals and Spanish conquistadors. They also are debating how to remember civil rights figures and events in areas where they have been forgotten. The opportunity to reimagine spaces has created a debate: whose history should the U.S. now honor and why?"[45]

"What to do" about memorials and monuments leads us to the idea of process–how are decisions made to create, assess, and (if necessary) dispose of public art? Who is part of the process? What kinds of limitations exist?

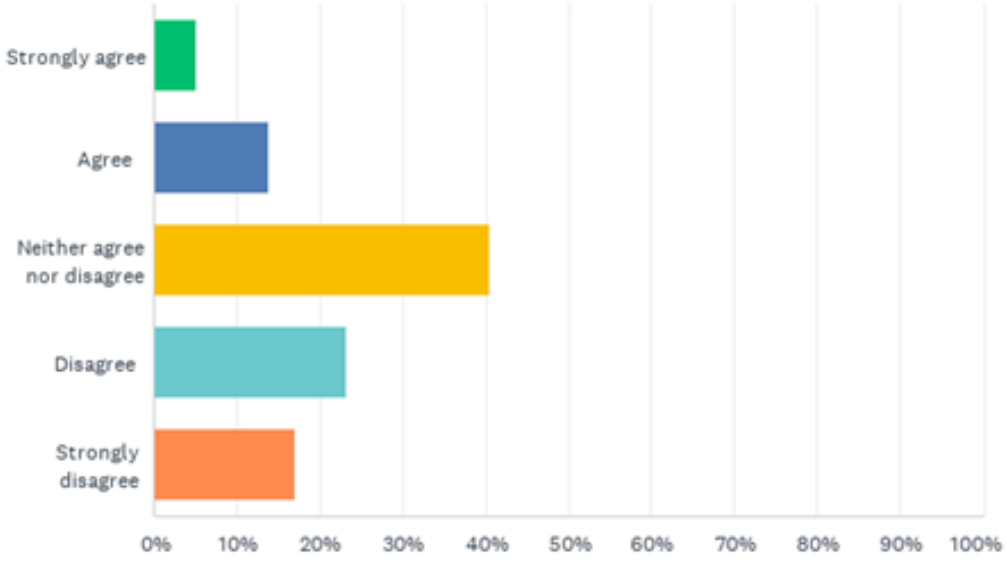
Many who responded to Survey 1 addressed process, especially what happened and did not happen with Soldiers Monument/"Obelisk." We heard the same during the public dialogue phase of CHART. This led to related conversations (with many questions) about processes related to public art, in general. Because of this, CHART included several questions in Survey 2 that were meant to give us a clearer idea of what residents know and don't know about such processes.

The graphs, below, provide results:

Q15 Currently, the City of Santa Fe has a process for creating new public monuments, memorials, and works of public art (art created for the general public through a public process).




Q16 Currently, the City of Santa Fe has a process for objecting to existing public monuments, memorials, and works of public art.



Responses to questions Q15 and Q16 were similar when it comes to respondents NEITHER agreeing nor disagreeing that there are existing processes for both creating and objecting to monuments, memorials, and works of art (40.56% and 40.79% respectively).

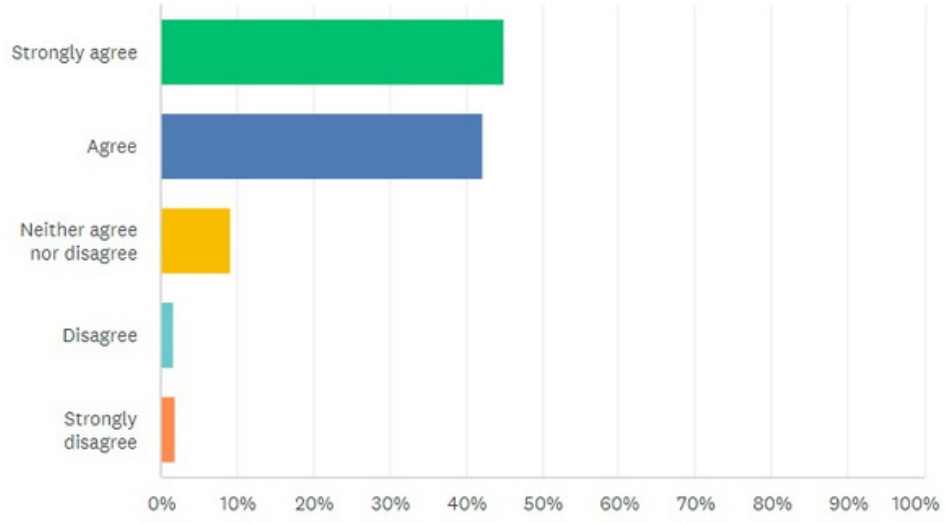
In terms of creating works (Q15), 28% strongly agree or agree that the city has a process while 19% (Q15) strongly agree or agree that there is a process for objecting. On the other hand, 31% of respondents disagree or strongly disagree that there is a process for creating works while 40% disagree or strongly disagree there is a process for objecting.

In regards to public input during these processes, the results of Q17 provide a clear directive to the City of Santa Fe in terms of the role of public input in decisions about public monuments, memorials, and works of art.

**Q17**

## Public input should be part of the City of Santa Fe's decisions about public monuments, memorials, and works of art.

Answered: 606 Skipped: 33




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 45.05% |
| Agree | 42.24% |
| Neither agree nor disagree | 9.08% |
| Disagree | 1.65% |
| Strongly disagree | 1.98% |
| TOTAL | |

Over 87% of survey respondents agree or strongly agree that public input should be part of the decision-making processes around public art.

These survey results confirm what we heard over the course of the CHART project. Whether processes are currently in place or not, many residents aren't certain that they exist or doubt their existence. Also, support for public input regarding these processes is overwhelming. Because of this, CHART makes the following recommendations:.

## RECOMMENDATIONS: PROCESSES
## PUBLIC MONUMENTS, MEMORIALS, WORKS OF ART

The Community Solutions Table of the CHART project identified the processes around establishing, assessing, and objecting to monuments/memorials/works of public arts as a major issue and recommends the following:

1. The City of Santa Fe should establish, and implement, in a timely manner, official policy, processes and/or ordinances for creating/erecting public monuments, memorials, and works of art;
2. The City of Santa Fe should establish, and implement, in a timely manner, official policy, processes and/or ordinances for objecting to public monuments, memorials, and works of art;
3. If such policy, processes and/or ordinances already exist, the information should be easily accessible on the city website with information about which city department/division is responsible for them, how each policy and process was established, whether each policy and process undergoes periodic review; and how these incorporate public input;
4. Public input should be part of any process for establishing/erecting new public monuments, memorials and works of art;
5. Public input should be part of any policy and process for objecting to existing public monuments, memorials and works of art;
6. Public input as part of the above processes should engage the diverse citizenry of the city and county of Santa Fe;

*continued, next page*

7. The City of Santa Fe should utilize the proposals collected by CHART through the “Monumental Dreams and Conversations” program in the consideration of new public monuments, memorials, and works of art for the city and county of Santa Fe;
8. The City of Santa Fe should make every effort, in the creation and installation of new public monuments, memorials, and works of art, to distribute these more equitably in the city and county of Santa Fe; and
9. Decisions about public monuments, memorials, and works of art raise moral and ethical questions about memorializing acts of colonialization, conquest, genocide and the perpetuation of offensive/derogatory/racist terms as well as persons who participated in such actions or used such terms. For this reason, the city should address these issues during any process of creating new works as well as review its current inventory of public works with these in mind.

Regarding recommendations #1 and #2, above, there are models for establishing ordinances around monuments that are instructive and should be considered by the City of Santa Fe as options for action:

- Public Monuments/Removal (New Orleans): § 146-611. Removal from public property., *Article VII. PUBLIC MONUMENTS, Chapter 146. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, Code of Ordinances, New Orleans (elaws.us)*
- Richmond, VA: *City of Richmond - File #: RES. 2022-R002 (legistar.com)*
- North Carolina General Statute (G.S.) *§ 100-2.1: GS 100-2.1.pdf (ncleg.net)*
- Georgia State Code: *Section 50-3-1 - Description of state flag; militia to carry flag; defacing public monuments; obstruction and relocation of monuments, Ga. Code § 50-3-1 | Casetext Search + Citator*

# SOLDIERS MONUMENT

"...monuments and memorials are *dynamic sites of meaning* disposed to elicit multiple interpretations and various emotional responses."

Though CHART's mission and purpose (discussed in detail in the "Introduction" section) was much wider in scope–thus the breadth of this report–it is true that CHART was sparked by the controversy over Soldiers Monument/"Obelisk." And though CHART participants discussed a wide range of topics (also reflected in this report) the most passionate public dialogue was largely about what happened to the "Obelisk" and what it represents to members of the Santa Fe community.

For a concise history of Soldier's Monument prior to its toppling on October 20, 2020, CHART can recommend an essay by former New Mexico State Historian, Estevan Rael-Gálvez, entitled "Centering Truths, Not So Evident."[46] This article is available on the CHART Culture Blog.

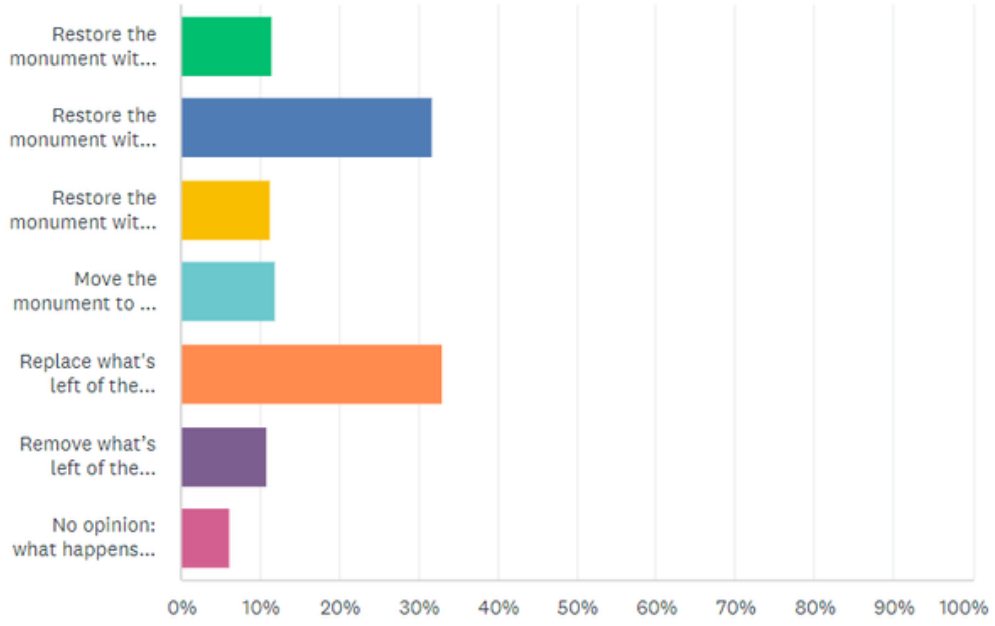
Data collected over 11 months of public engagement (including dialogues, meetings, conversations, interviews, phone calls and email communications) and the results of two surveys indicate that the Santa Fe community is still divided about what to do about Soldier's Monument.

Responses to Q18 in Survey 2 reflect what we heard over many months of community input:

Q18

## What should be done with Soldier's Monument ("Obelisk") on the Santa Fe Plaza?

Answered: 606 Skipped: 33




| ANSWER CHOICES | RESPONSES |
|---|---|
| Restore the monument with its original signage. | 11.55% |
| Restore the monument with its original signage and add language that encourages it to be fully understood and assessed. | 31.68% |
| Restore the monument with different signage. | 11.39% |
| Move the monument to a different location. | 12.05% |
| Replace what's left of the monument with something else. | 33.00% |
| Remove what's left of the monument and leave the space unoccupied. | 10.89% |
| No opinion: what happens to the monument isn't important to me. | 6.27% |
| Total Respondents: 606 | |

It is important to note that the seven options provided in the questions came from community input over the months prior to the survey; the CHART team was faithful to the iterative practice that public engagement would determine both questions and response options.

Integral to all discussions about Soldiers Monument/"Obelisk" was history. Participants repeatedly stressed the importance of people knowing or educating themselves about the "accurate" history of the monument and the history of Santa Fe. In other words, those who DISAGREED about what should happen with the monument nevertheless AGREED that knowing the accurate history of the monument, or history in general, was crucial.

In terms of the two most favored options: 33% of respondents recommend "replace what's left of the monument with something else." This opinion is reflected in the data collected before the second survey. Reasons for taking this stand coalesced around the following:

- Soldier's Monument was created and erected during the time of the Indians Wars and its accompanying language reflects the racist attitudes and actions that led to the enslavement and genocide of Indigenous peoples.
- The phrase "savage Indians"–regardless of being scratched out–is so offensive that even its "echo" or memory should have no place in this or any other public place in the city or county of Santa Fe. As one CHART participant articulated this: "Any word or any part of history that hurts someone or their race should not be flaunted in any way–be it a piece of art or plaque."
- Soldier's Monument has been controversial for decades and continues to spark divisions in the Santa Fe community.
- Removing the monument and replacing it with something else will promote truth, healing and reconciliation.

Another 31.68% of respondents recommend "restore the monument with its original signage and add language that encourages it to be fully understood and assessed." Original signage includes the language of the four 1867 marble tablets (with "To the heroes who have fallen in the various battles with the savage Indians of the Territory of New Mexico"). During public dialogue, most participants who recommended this option were aware that the original language is problematic and/or offensive and/or racist. Even so, they cited the following reasons for choosing this option:

- Soldier's Monument honors Hispanic and Pueblo veterans who sacrificed their lives in the war to end Black slavery.
- The monument represents relationships (a "brotherhood"–as several CHART participants articulated it) between Hispanic and Pueblo peoples.
- History should reflect "the good, the bad, and the ugly" (as one CHART participant wrote). Including the original 1867 signage with new, contextual language allows residents and visitors to simultaneously engage with the complexity of the monument and acknowledge why many find it offensive.
- Restoring the monument with contextual signage will promote truth, healing and reconciliation.

It is also important to note that, for most, Soldier's Monument is a reflection of historical "truths" that are complex, nuanced, and contradictory. Hundreds of recommendations from CHART participants (see Appendix G) suggest sources of historical information–including written records and oral stories–that we are urged to consult as we move forward with any process around Soldier's Monument/"Obelisk."

At the same time, Soldier's Monument has become a less complex and more singular symbol for some CHART participants who associate the monument, alternately, with "Hispanic Culture," "White Supremacy," "Colonization," and "Manifest Destiny." This has fueled heated discussions at the crossroads where "literal" and "symbolic" meet.

Federico Bellentani and Mario Panico, in their article, "The Meanings of Monuments and Memorials: Toward a Semiotic Approach" address this conundrum this way:

"...monuments considered sacred by their owners may become the object of scorn and ridicule. Atkinson & Cosgrove (1998) show how the Vittoriano, a huge monument commemorating the first king of united Italy in Rome, has been derided throughout its history. These cases show that the meanings of monuments are never fixed once and for all and that designers cannot fully control monument interpretations. Moreover, they show that unexpected and alternative uses continuously reinterpret the original meanings of monuments in ways the designers would never have thought of. Therefore, monuments and memorials are "dynamic sites of meaning" (Osborne 1998: 453) disposed to elicit multiple interpretations and various emotional responses. The semiotic approach can be useful to analyze the multiple interpretations of monuments drawing attention to both the officially sanctioned meanings of monuments and the various ways they are interpreted or resisted at the social level." [47]

There were two additional views, related to Soldier's Monument, that were shared consistently during the CHART process. Both were expressed by a majority of CHART participants. **Santa Feans believe that the City of Santa Fe severely mismanaged what happened with Soldier's Monument,** for reasons including the following:

- Without a public process Mayor Webber announced, on June 17, 2020, that Soldier's Monument and two others would be removed;
- Police action/inaction during the illegal destruction of the monument on October 20, 2020, was mismanaged and inadequate;
- The City of Santa Fe has failed to present to the public any local, state, and federal laws or legal limitations that will limit what can happen with Soldier's Monument/"Obelisk."

At the same time, most CHART participants agreed that **the toppling of Soldiers Monument/"Obelisk," by a small group of protesters, was not only illegal but took place without the consideration of a potential public process that could address objections to the monument.**

Overall, even those who wish that Soldiers Monument/"Obelisk" will NOT be returned to the plaza agreed that illegal destruction was wrong and has done damage to a community that, through the CHART process, expresses its willingness to undertake a truth, healing, and reconciliation process, no matter how difficult (see the "Reconciliation" section of this report).

As a result of the findings of the CHART project regarding Soldiers Monument/"Obelisk" we make the following recommendations:



# RECOMMENDATIONS:
# SOLDIERS MONUMENT/"OBELISK"

The Community Solutions Table of the CHART project identified Soldier's Monument as a major issue and recommends the following:

1. The City of Santa Fe should leave in place the/a place-holder box around what remains of Soldier's Monument/"Obelisk";
2. The City of Santa Fe should add signage on the plaza or on the place-holder box about the process to-date and process to-come for deciding the future of the monument;
3. The City of Santa Fe should immediately begin the process of allocating resources (staff, funds) and implementing a process to:

- Reach a resolution of the two most favored options revealed by the second survey:
  – "Replace what's left of the monument with something else;" and
  – "Restore the monument with its original signage and add language that encourages it to be fully understood and assessed";
- Promote reconciliation as a significant part of the deliberation and decision-making process.

4. The process should engage the diverse citizenry of the city and county of Santa Fe and the four Pueblo nations located in Santa Fe County as well as the Navajo and Mescalero Apache tribes, and other Indigenous communities;

In terms of the City's failure to present to the public any local, state, and federal laws or legal limitations that will limit what can happen with Soldier's Monument, this creates a potential risk that CHART recommendations might be nullified from implementation. For this reason, the Community Solutions Table makes the following, additional recommendation:

5. The City of Santa Fe should be absolutely transparent with the general public about any local, state or federal laws and limitations, or any funding limitations, that affect the disposition of Soldier's Monument/"Obelisk."

Finally, the process and disposition of Soldier's Monument should be informed by all the sections and recommendations in this report. For example, the controversy around Soldier's Monument is inextricably bound to issues of racism/discrimination and whether residents feel a sense of belonging in the Santa Fe community (see the "Truth" section, below).

# PUBLIC SPACE MATTERS

"Civic life in a just city is based on diversity, equity, and inclusion, and the recognition of all people's right to the city"
–Setha Low

Art in Santa Fe–whether monuments, memorials, or works of art–encourages us to think about public space. Setha Low, who was CHART's featured speaker for our third Cultural History Series, is a Distinguished Professor of Earth and Environmental Sciences, Anthropology, and Women's and Gender Studies at the City University of New York. Her research is focused on the anthropology of space and place. During her talk on March 20, 2022, at the Santa Fe Convention Center, she talked about plazas (including the Santa Fe Plaza) and addressed the reasons why public space matters.

We encourage readers to watch the Cultural History Series talk by Setha Low on the CHART *You Tube channel* [48]

Below are two slides from Low's presentation which underscore the importance of public space. When we consider these in light of the fact that residents want more public art (art in public places) and that they desire more art in all of Santa Fe's neighborhoods ("expansion of the public sphere"), the potential effects are significant–an increase in civic life with all the attendant benefits of promotion of democratic practices, including diversity, equity, and inclusion; the recognition of cultural and racial diversity, diversity, equity, and the recognition of people's "right to the city."

# Why Public Space Matters

## Societal and Global Level

- Symbolic center of civic life
- Forum for discussion and democratic practices
- Recognition of cultural and racial diversity
- Circulation of information
- Recognition of publics and counter-publics
- Expansion of the public sphere



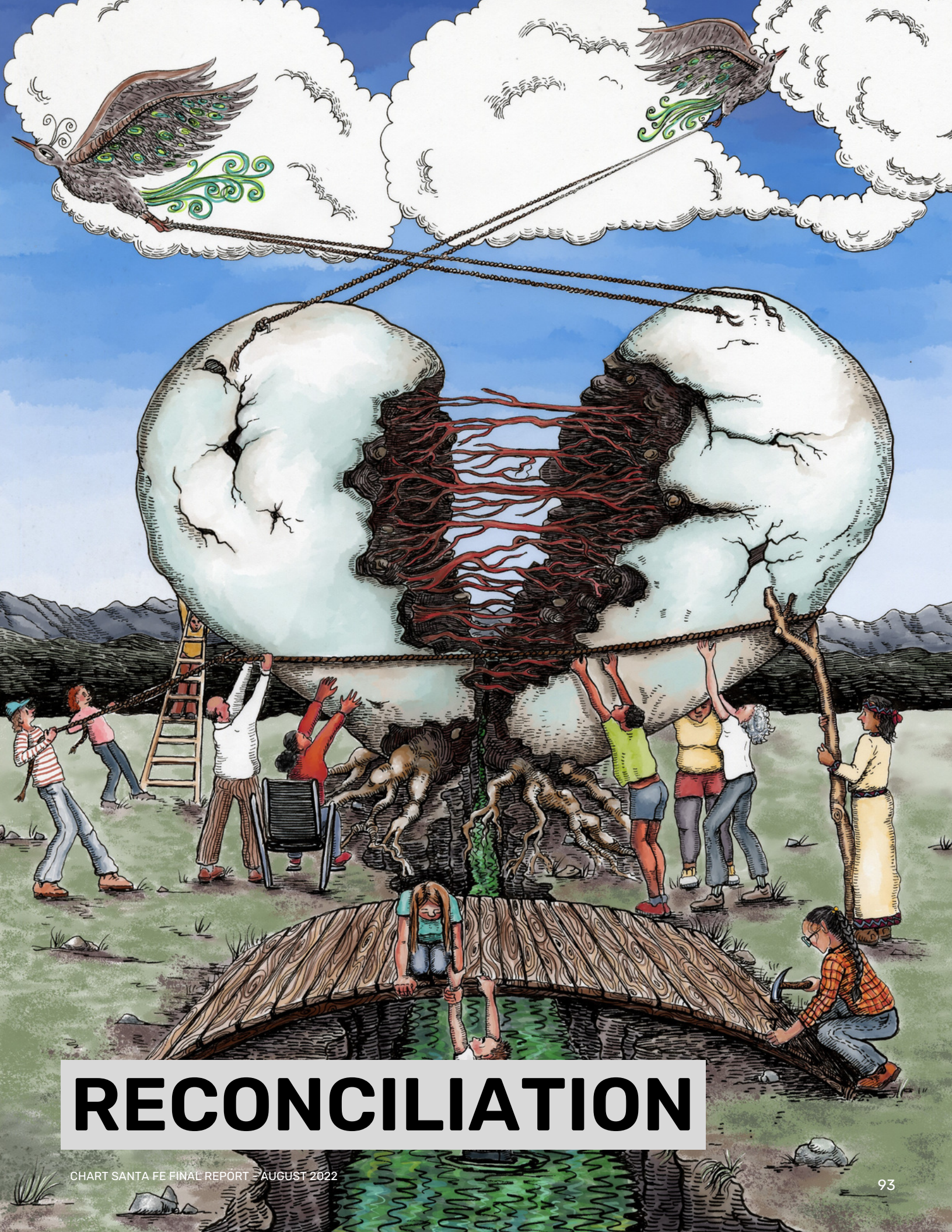


# Public Space & Civic Life

- Public space provides the potential for civic life by offering physical and virtual sites for people to come together in a safe forum for discussion, cooperation and at times, conflict.
- Civic life in a "just city" is based on diversity, equity and inclusion and the recognition of people's right to the city.
- Based on 30 years of public space research the PSRG has found that there are social processes, power dynamics and design and planning decisions that influence whether this happens or not.



[43] Public Art | Americans for the Arts
[44] Paper Monuments
[45] July 8, 2020, Washington Post, Russell Contreras, “Monuments and statues are falling. But what comes next?”
[46] Centering Truths, Not So Evident. In the current reckoning with truths… | by Estevan Rael-Gálvez | Medium
[47] Punctum, 2(1): 28-46, 2016
[48] CHART Cultural History Series #3



# RECONCILIATION

# RECONCILIATION

**"How can we become good ancestors? By cultivating peace rather than lies. By teaching them the truth. It is only by not whitewashing what happened here, by making the tragedy of what happened here known, acknowledged, and reconciled, as in truth and reconciliation, that change will happen."**

"We can do a better job of sharing the Rights and wrongs in society and engage our following generations to be and become a better and more inclusive society. If we don't learn from our past and share with our children we are sure to repeat many mistakes and therefore our Children will suffer for it. We must change our course and sail toward betterment."

"It has to start with a deep examination of one's own attitudes, prejudices, and a desire to change oneself first."

"'As we bear witness to the harsh reality of race and racism and begin to heal habits of harm, we will initially be more sensitive and less confident, even uncomfortable. We are learning how to be present and more honest with ourselves, learning how to talk to others without turning away. We will feel appropriately unskilled, as though we are learning a new language. And we will discover that often being present, open to learning, and kindhearted is not only the best we can do but also all that is required in the moment.'"--Ruth King from *Mindful of Race: Transforming Racism from the Inside Out*, Sounds True --(shared by Survey 1 Respondent)

"To break the vicious cycle in which we have trapped ourselves, we must define and agree on new rules of engagement for the commons, online and off. First, we must make new, open space: places where people of good will, operating in good faith, can speak and listen, with authenticity and vulnerability, without fear that they're using the wrong word or phrase, without self-censorship. Perhaps this is how we begin to reject the zero-sum thinking that says, 'If the other side wins on anything, my side loses on everything." –Darren Walker, *These Truths We Hold–and Share*

**"...make amends; move toward reconciliation; honor diverse cultures and experiences, and be a holistic Santa Fe that values and pours resources into Airport Rd. as much as we value and pour resources into Canyon Rd."**

"More effort needs to be made to develop neighborhood associations and use them to host cross neighborhood events. Our parks and our schools need to become places to meet our neighbors with members of City Council, Mayor and staff encouraging/hosting such events. I also think our public servants like police, firefighters, parks and recreation staff need to be better ambassadors of Santa Fe."

**"We will be good ancestors if we create and implement a truth and reconciliation process that genuinely reveals truths and guides us through reconciling so we can move forward together peacefully."**

"The word reconciliation is being used as a shield, like a protective armor of good intentions, when the work that is being done isn't always different from other ugly things that came before." –Andrea V. Breen, from *Research & Reconciliation: Unsettling Ways of Knowing Through Indigenous Relationships*

# RECONCILIATION

Reconciliation is a tricky business. From the beginning of the CHART project through to the end, we heard a lot from Santa Feans about different ways to approach reconciliation. In general, those who participated in CHART expressed their love for Santa Fe and, consequently, their deep desire for reconciliation especially after a couple of years of controversy and confrontation, and particularly in regards to Soldier's Monument/"Obelisk."

At the same time, residents see reconciliation very differently–many emphasize that we are still very much in the "truth phase" which they consider distinct from and a critical prerequisite for reconciliation. Others believe "reconciliation" inherently involves truth-telling (there is no end to examining truths) and both are constantly and necessarily in a circular process. And some believe that "reconciliation" is a pacifying term used by those who want to avoid processes of reckoning with colonization, accountability, and reparations.

For several of the reasons above, readers may want to skip forward to the "TRUTH" section. Though it comes last as the fifth letter in the acronym of "CHART"–the organizing principle of this report–its complex relationship with reconciliation asks us to consider the two subjects simultaneously.

**What is Reconciliation?**

Daniel Bar-Tal and Gemma H. Bennink, in "The Nature of Reconciliation as an Outcome and as a Process" examine reconciliation as both process and outcome. Their definitions are helpful as concepts for clarification and action. Even though Bar-Tal and Bennink are examining relationships between countries in a state of conflict, the concepts are also illuminating when considering communities experiencing internal conflict and with more than two parties:

"Instead, we should distinguish between reconciliation and peace building. In its most fundamental sense, reconciliation concerns how two countries deal with their unhappy past; it is a process in which two former foes reach agreement on perceiving and treating their inimical history. Peace building denotes the actions to upgrade the state of peace; it is the process of reducing the probability of war between two countries significantly. Reconciliation is one of the mechanisms that lead to changes in the state of peace, yet it is not peace building itself." [49]





We are also aware of the fraught nature of the use of the term “reconciliation” when, as articulated by Andrea V. Breen in the introduction to *Research and Reconciliation: Unsettling Ways of Knowing Through Indigenous Relationships*:

“...some say reconciliation is about following specific recommendations of Canada’s Truth and Reconciliation Commission, while for others it's about giving back land or creating entirely new institutions and practices, and some people’s answers are still along the lines of ‘saving Indigenous people.’”[50]

Breen warns that the word “reconciliation” should not be “used as a shield, like a protective armour of good intentions” while her colleague, Shawn Wilson cautions us not to “tick the box of reconciliation in a bullshit way.” We are reminded to undertake any process of reconciliation with extreme accountability for how we understand and use the term.

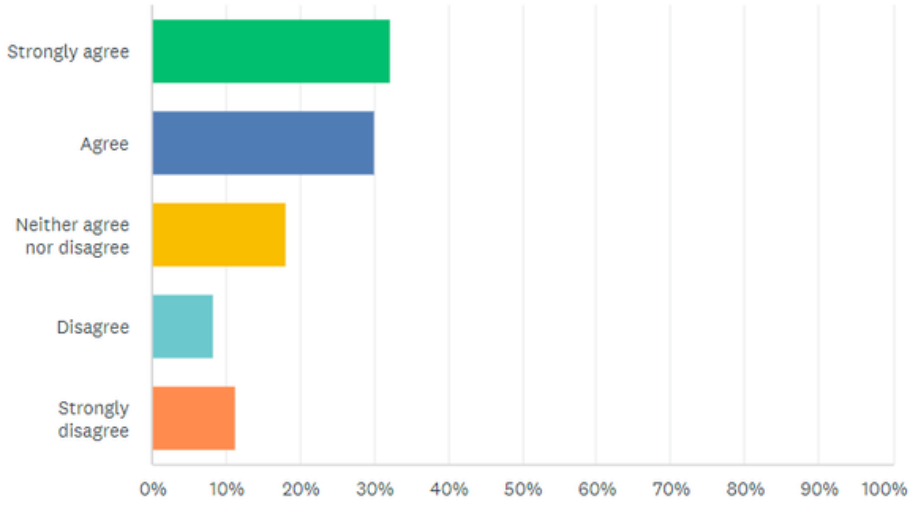
Over the course of the CHART project, Santa Feans had a lot to say about how we should deal with our “unhappy past”--including the last two years of controversy over monuments. In this, we have learned a lot about how Santa Feans think about reconciliation.

**Addressing and Promoting Reconciliation**

Let’s begin with whether residents believe that reconciliation is important. Q30 of Survey 2 asked residents to agree or disagree with the following statement: “A reconciliation process (confronting the past in order to create a healthier future) needs to be a priority for the City of Santa Fe:

## A reconciliation process (confronting the past in order to create a healthier future) needs to be a priority for the City of Santa Fe.

Answered: 598 Skipped: 41



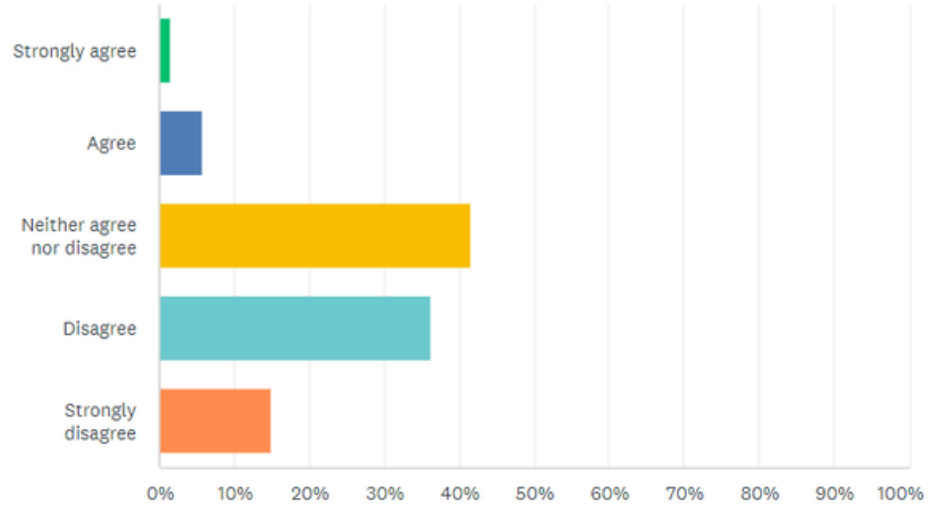

| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 32.27% |
| Agree | 30.10% |
| Neither agree nor disagree | 18.06% |
| Disagree | 8.36% |
| Strongly disagree | 11.20% |

Results show that ” 62.37% of respondents strongly agree or agree with the statement, a clear majority.

When we asked residents whether they agree that “Currently, there are many programs in Santa Fe that address truth, healing and reconciliation,” over 50% disagree or strongly disagree and almost 42% can neither agree nor disagree.

## Currently, there are many programs in Santa Fe that address truth, healing and reconciliation:

Answered: 598 Skipped: 41



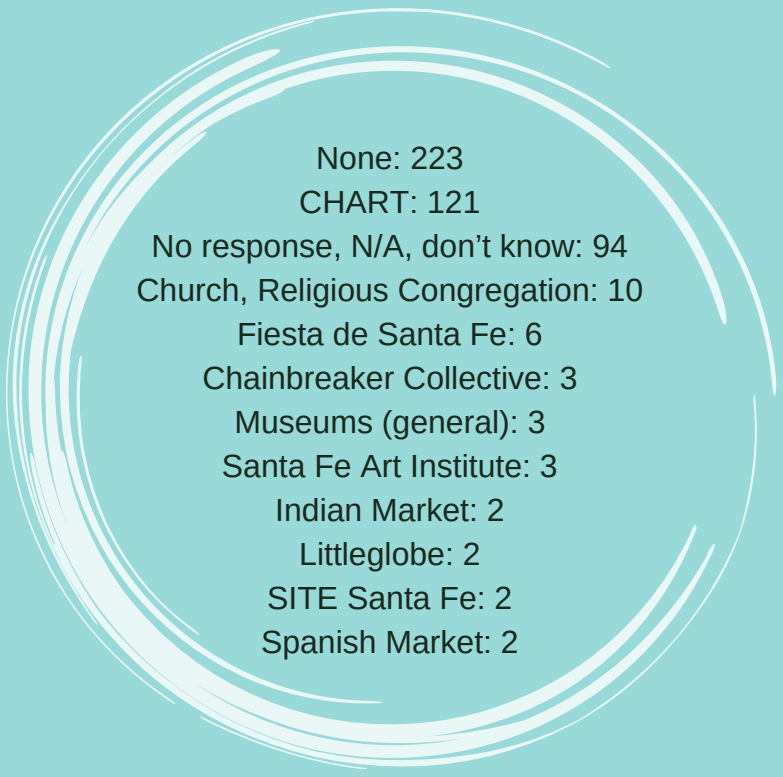

| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 1.51% |
| Agree | 5.69% |
| Neither agree nor disagree | 41.64% |
| Disagree | 36.29% |
| Strongly disagree | 14.88% |
| TOTAL | 598 |

Altogether, 92% of respondents either disagree or cannot agree nor disagree that there are many ways to engage with a truth, healing, and reconciliation process in Santa Fe.

Because we are aware that truth, healing, and reconciliation efforts *do* exist in Santa Fe (whether survey respondents are aware of them or not), we added a follow-up question asking for information that might be valuable in terms of next steps. Q33 of Survey 2 asked: "Which programs addressing truth, healing, and reconciliation are you familiar with?" Responses (below) enable us to compile a list of existing efforts and potential resources and sources of information that might be helpful to both the City of Santa Fe and the community.

We are also aware that programs and initiatives currently in-progress may be unknown to survey respondents and so do not appear in the list below.

Responses to Q33 (by mentions):

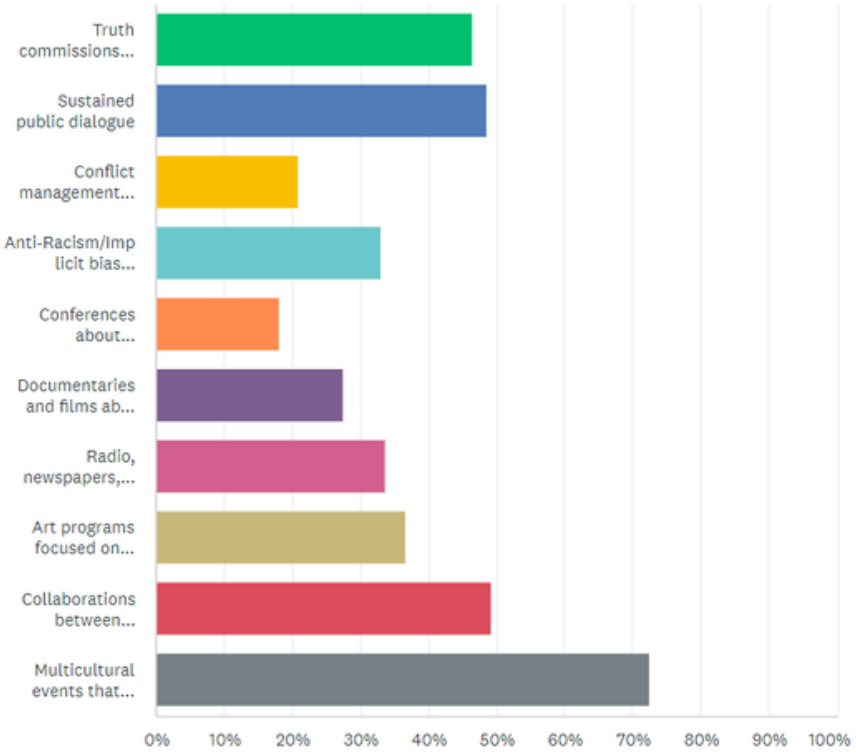



Singular mentions: Alas de Agua; All Pueblo Council of Governors; Alliance of Santa Fe; "All traditional Santa Fe celebrations;" "Archdiocese of Santa Fe with the Pueblos;" City of Santa Fe Public Art, Colleges/Universities; "Daily Indian Market under the PORTAL;" Government agencies events and programs; Internet; Institute for American Indian Arts (IAIA); Littleglobe; Midtown Project; NAACP; NM History Museum Offerings; NM League of Women Voters; "Programs of Santa Fe Indigenous Peoples Center;" Restorative Justice programs "run by the DA;" ReUnity Resources Farm; Santa Fe Indian Center workshops; Santa Fe Rodeo; Somos Un Pueblo Unido; "St. John's thing about 25 years ago;" Teatro Paraguas; Tewa Women United; Three Sisters Collective; Tulsa; United World College Programs; "Yearly Markets on the Plaza;" Youthworks.

CHART also learned a lot, over the course of the project, about how reconciliation should or could happen, according to participants. Many of these responses can be found in Appendix F. Based on this data and public dialogue we created Q31 in the second survey, in order to quantify a range of options:

## Which of the following activities would promote reconciliation (confronting the past in order to create a healthier future) in Santa Fe? (Check all that apply):

Answered: 598 Skipped: 41




| ANSWER CHOICES | RESPONSES | |
|---|---|---|
| Truth commissions (acknowledging the truths of the past) | 46.49% | 278 |
| Sustained public dialogue | 48.66% | 291 |
| Conflict management workshops | 20.90% | 125 |
| Anti-Racism/Implicit bias trainings | 33.11% | 198 |
| Conferences about reconciliation | 18.06% | 108 |
| Documentaries and films about reconciliation | 27.59% | 165 |
| Radio, newspapers, television and other media about reconciliation | 33.61% | 201 |
| Art programs focused on reconciliation | 36.62% | 219 |
| Collaborations between government and tribal agencies | 49.33% | 295 |
| Multicultural events that encourage mutual understanding | 72.41% | 433 |
| **Total Respondents: 598** | | |

It's clear that survey respondents favor a range of initiatives that they believe will aid the community in undertaking the complex process of reconciliation. By far, the most popular option is (72.41%) "multicultural events that encourage mutual understanding" which

is also discussed, above, in the “Culture” section of this report. Again and again, CHART heard about the necessity of multicultural celebrations, festivals, activities and events that defy the tricultural myth and promote interaction, education, and understanding.

Other popular and important options favored by survey respondents are collaborations between government and tribal agencies (49.33%); sustained public dialogue (48.66%), and truth commissions (46.49%). Taken together, the responses to this question provide a roadmap for a robust reconciliation process.

Though all the options in Q31 could be considered forms of education, the results of Survey 1 and input by residents during the dialogue phase emphatically emphasize education in the form of learning and understanding the complex and unvarnished history of Oga Po'gay/Santa Fe. Participants stressed that this education is crucial not only for K-12 students but for every adult living in the city and county. Many also emphasized that this complex and unvarnished history should also permeate information provided to tourists and visitors so that they, too, can learn and understand.

Read more about what CHART participants had to say about the past in the “History” section.

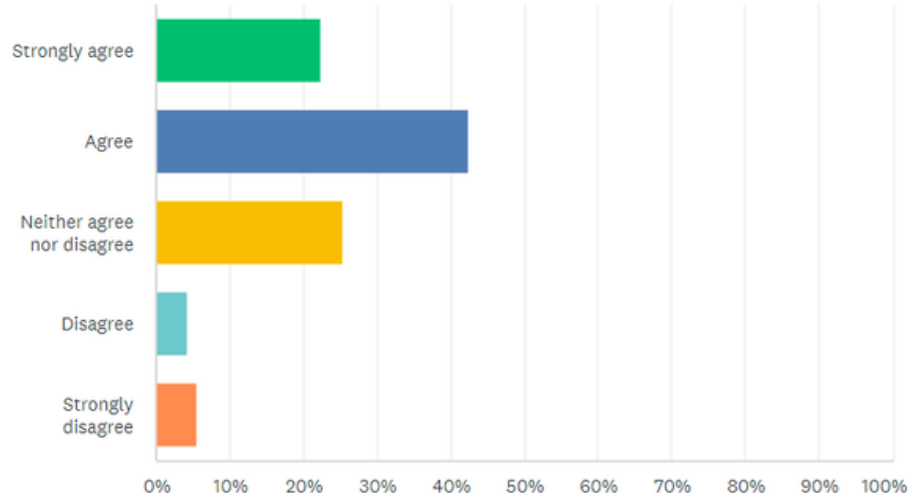
The good news is that Santa Feans have a deep desire for a process of truth, healing and reconciliation and for their participation in it (see results of Q35, below). Most of those who participated in the CHART process expressed this desire with a commitment to addressing the controversies and conflicts sparked by what happened to Soldiers Monument/”Obelisk.” Most are deeply troubled by the fissures (old and new) that have come to the forefront and the angry public rhetoric while acknowledging that the difficult truths that must be confronted. And though a few participants expressed that reconciliation is “hogwash” or “a waste of time,” this was not the view held by a clear majority of those who took part. Sixty-five percent (65%) of respondents are committed to the process.



Q35

## I am committed to participating in a truth, healing, and reconciliation process in Santa Fe.

Answered: 598 Skipped: 41




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 22.41% |
| Agree | 42.47% |
| Neither agree nor disagree | 25.42% |
| Disagree | 4.18% |
| Strongly disagree | 5.52% |
| TOTAL | |

Based on these results, we can safely state that Santa Fe is a community that is ready and willing to undertake this kind of work.

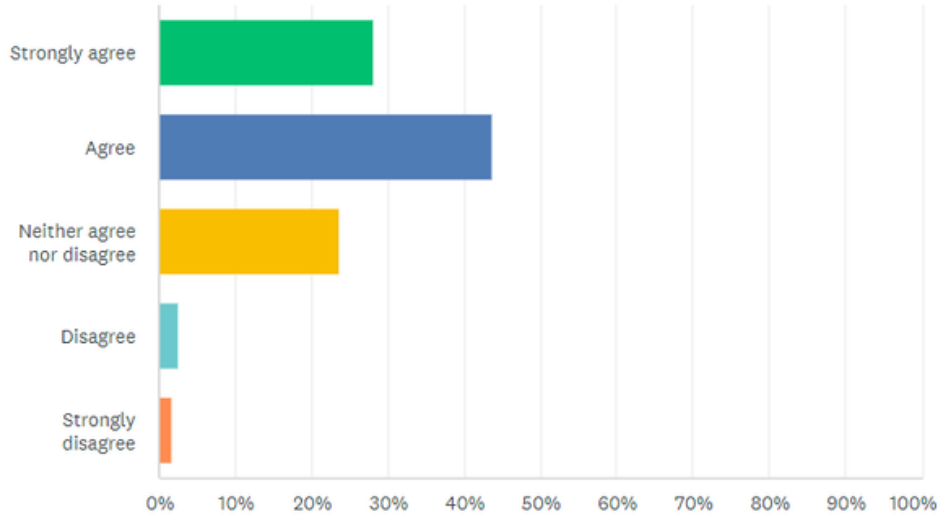
When we correlate the responses to Q35 with those from Q24 (“I would like to expand my circle of friends to include people from different racial, ethnic, religious and other backgrounds”) the results are enlightening.

If we agree that cultivating relationships (whether through public dialogue, collaborations, and multicultural events) is part of a truth, healing, and reconciliation process, survey results tell us that CHART participants want to know their multicultural community on a deeper level:

Q24

## I would like to expand my circle of friends to include people from different racial, ethnic, religious and other backgrounds:

Answered: 602 Skipped: 37




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 28.24% |
| Agree | 43.69% |
| Neither agree nor disagree | 23.75% |
| Disagree | 2.66% |
| Strongly disagree | 1.66% |
| TOTAL | 602 |

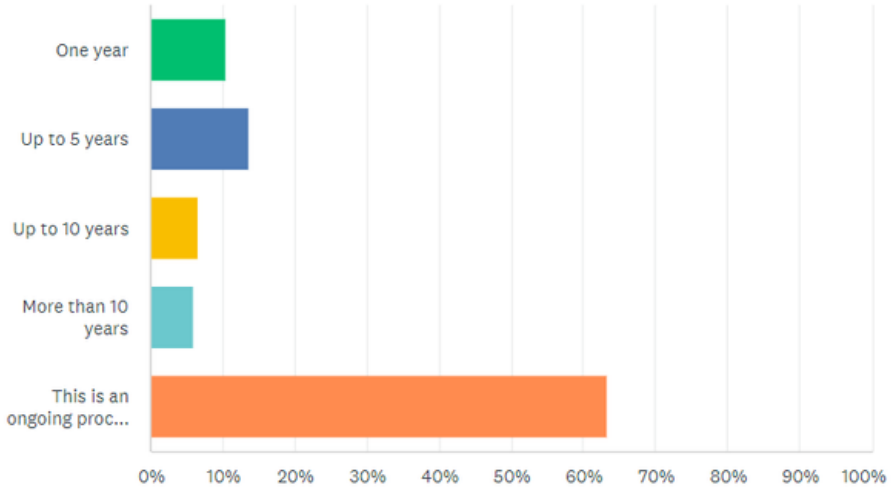
Seventy-two percent (72%) of survey respondents agree or strongly agree with this statement. Most want to befriend fellow residents who are different from themselves.

Santa Feans are also keenly aware that the process of truth, healing, and reconciliation is not a simple or short-lived undertaking. What we heard over months of public engagement is reflected in the results of Q34:

Q34

In my opinion, a truth, healing and reconciliation process in Santa Fe would take this long:

Answered: 598 Skipped: 41




| ANSWER CHOICES | RESPONSES |
|---|---|
| One year | 10.54% |
| Up to 5 years | 13.55% |
| Up to 10 years | 6.52% |
| More than 10 years | 6.02% |
| This is an ongoing process that should continue indefinitely | 63.38% |
| TOTAL | 598 |

A full 63.38% of those answering this question agree that the process should continue indefinitely.

**Respect**

Finally, we'd like to emphasize one aspect of a truth, healing and reconciliation process that was mentioned over and over again during the CHART project: respect. In responses to Survey 1, for example, respect came up continually as something much needed and often missing in public dialogue: respect in how we communicate with each other, respect for other cultures and cultural differences, respect for Santa Fe's history – good and bad– respect as a form of equity, respect for the old and the new, respect for the established Santa Fean and the newcomer.

Survey 1 respondents suggested: "Talk to each other with respect;" "We need to have respect for the culture and the individual;" "There must be ground rules for communication based on mutual respect and the incorporation of cultural humility practices when more advantaged groups are in power;" "Read the history of Santa Fe, respect the history of

Santa Fe;" "We do not need to change history...only understand and respect the history…all of it;" "Put more $ and respect into other areas and roads in town. Not just Gonzalez Road. And the East Side;" "Respect the communities that have existed for over 400 years;" and "Newcomers need to show respect for traditions and some old school folks need to appreciate the investment that generations of migrants bring."

Respect, for some, starts with respecting the earth and letting this be a model for how we behave with each other, with all our individual and cultural differences. Others emphasize that without respect reconciliation is simply not possible.

From the results discussed above it's clear that Santa Feans are not only committed to the process of truth, healing, and reconciliation and aware that it is an indefinite undertaking, but want the City of Santa Fe to make it a priority. For this reason, we make the following recommendations.



[49] Bar-Tal, Daniel, and Gemma H. Bennink. 2004, from "The nature of reconciliation as an outcome and as a process," in *From conflict resolution to reconciliation*, ed. Yaakov Bar-Siman-Tov, pp. 11–38. Oxford: Oxford University Press.
[50] Wilson, Shawn, Andrea V. Breen and Lindsay Du Pré, *Research and Reconciliation: Unsettling Ways of Knowing Through Indigenous Relationships*, Canadian Scholars, 2019.

## RECOMMENDATIONS: RECONCILIATION

The City of Santa Fe should immediately begin the process of funding, creating, and implementing a continuing process of truth, healing, and reconciliation by taking the following actions:

1. Research and identify innovative and effective approaches to truth, healing, and reconciliation around the U.S. and internationally, especially approaches taken by governments/municipalities in the area of reparations (mentioned by Survey 1 respondents) and laws/ordinances (discussed by the Community Solutions Table. For example, U.S. Senate Bill 2400 [51] regarding derogatory place names);
2. Because of the particular history of Oga Po'gay and our Indigenous communities, the City should pay particular attention to the Truth and Reconciliation Commission of Canada (TRC) [52] which emphasized deepening Canadians' understanding of the history of Indigenous Peoples, historical trauma, and awareness of Indigenous cultures and knowledge systems. Its findings include the following:

"Reconciliation is a process of healing of relationships that requires public truth sharing, apology, and commemoration that acknowledge and redress past harms… Reconciliation requires constructive action on addressing the ongoing legacies of colonialism that have had destructive impacts on Aboriginal peoples' education, cultures and languages, health, child welfare, the administration of justice, and economic opportunities and prosperity." [54]

3. Identify innovative and effective *local and regional* truth, healing, and reconciliation initiatives and their processes;
4. Consult and collaborate with other municipalities and local organizations and initiatives doing the work of truth, healing and reconciliation as well as Santa Fe-based organizations willing to participate in a city initiative;
5. Consult and collaborate with the four Pueblo nations located in Santa Fe county and other indigenous people and organizations about how to undertake the process of truth, healing, and reconciliation;
6. Design and implement a truth, healing, and reconciliation process based on best practices gleaned from 1-5 above; and
7. Include in the above process the most favored means of addressing truth, healing, and reconciliation identified in the results of Q31 in Survey 2.

[51] S.2400 - *117th Congress (2021-2022): Reconciliation in Place Names Act | Congress.gov | Library of Congress*
[52] TRC Website - *NCTR*



# TRUTH



# TRUTH

It is fitting that “Truth” serves as the concluding section of this final report. Though it may appear last in the acronym of CHART and last in this document, we understand the entire as a cycle–truth, culture, history, art, reconciliation all-at-once circular, sequential, spiral. All are important, dynamic, mutually interdependent, and all came up in relation to each other throughout the duration of the project.

As discussed above (in “Reconciliation”), CHART participants are largely committed to a process of truth, healing, and reconciliation while recognizing that it is difficult and must be ongoing and indefinite. They favor a range of approaches to this process with a particular emphasis on respect, educating ourselves about history, multicultural events promoting mutual understanding, collaboration between tribal and governmental agencies, sustained public dialogues, and truth commissions. They acknowledge that “historical truth” (addressed in the History section) is complicated and that children, youth, adults and elders must grapple with complexity and nuance, with multiple perspectives on the truth, no matter how difficult. They affirm that doing this requires the tenacity to stay with difficult conversations about the past, the humility to confront the actions of our ancestors, the courage to accept responsibility for our actions in the present, and the resilience to keep going for the betterment of our community.

At the same time, CHART participants caution that the community is still deeply embedded in the “truth-telling” part of this process and that we need to face the realities that are preventing all Santa Feans from thriving. Some of these truths are harsh–painful to acknowledge and urgent to address.

**Racism**

For the most part, CHART public dialogue sessions, interviews, conversations, and meetings drew residents who care about Santa Fe and are deeply concerned about the community. They were intent on engaging in civil and meaningful dialogue–despite different opinions and passionate views. And, overall, the dialogue was civil. Even so, over the course of the project, the CHART team documented, witnessed, and/or experienced racist language and attitudes that were deeply disturbing and made participants as well as members of the CHART team feel unsafe. They also reveal an ugly truth about Santa Fe.

"What is your music? It has the word 'black' in it. Turn it off. It's Black aggression."

"I was pregnant with my youngest, in the hospital, and my husband turned the TV to a Spanish station. The other woman in my room was furious and yelled at us to turn it off--'F*%&$# Mexicans!'"

"All of you, White people, have ruined this town. Go back to where you came from."

"You think it's okay to replace the obelisk? Then you're a traitor to your Hispanic culture."

"Oga Po'gay is bullshit. No one cares. The place, history, and culture is called The Royal City of Saint Francis of Assisi. Everything else is from the devil."

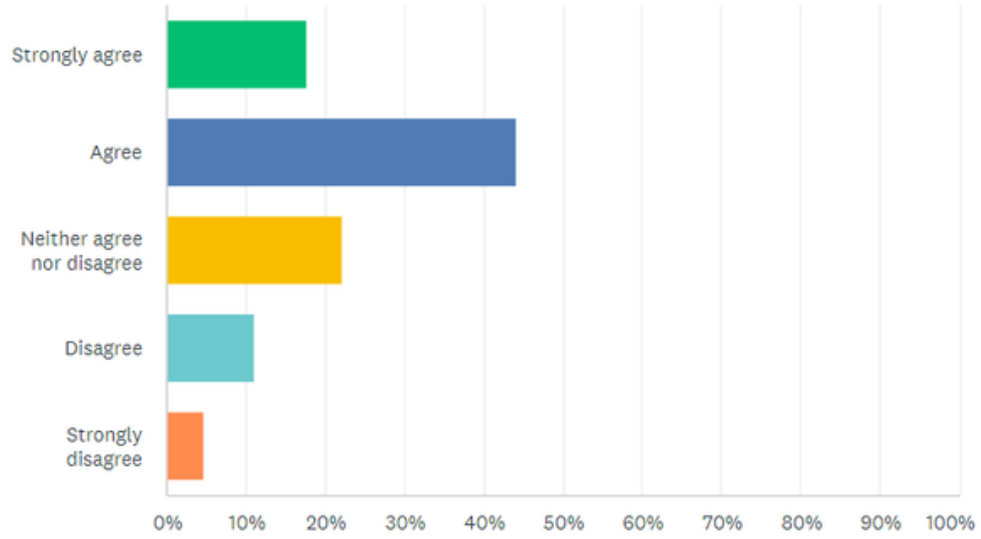
Notably, most of those who made comments like these did so with the “anonymity” of sharing them in response to surveys or as protesters (rather than participants) at CHART events. Most did not show up to participate in the process of engaging with their fellow residents whether for reasons of truth-telling or encouraging understanding. But if we want to dismiss these comments as merely anecdotal or extreme, results from Survey 2 tell us otherwise.

Q26 in the second CHART survey asked respondents to agree or disagree with the following statement: ”We have a problem with racism/discrimination in Santa Fe.” These are the results:

Q26

## We have a problem with racism/discrimination in Santa Fe.

Answered: 602 Skipped: 37




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 17.77% |
| Agree | 44.19% |
| Neither agree nor disagree | 22.26% |
| Disagree | 11.13% |
| Strongly disagree | 4.65% |
| TOTAL | |

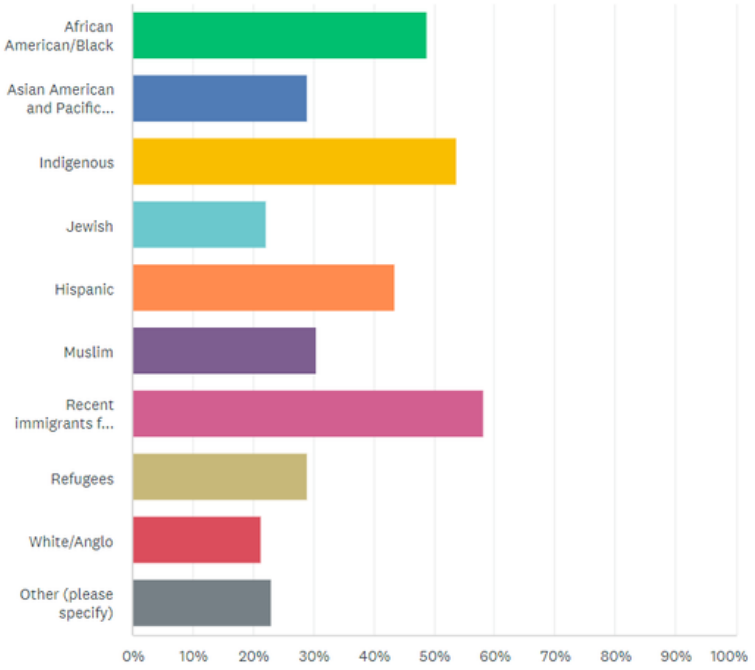
Sixty-two percent (62%) of respondents–a clear majority–agreed or strongly agreed with the statement with only 16% disagreeing.

A follow-up question (Q27), “Which groups of people are negatively affected by racism/discrimination in Santa Fe?”) produced the following results:

Q27

## Which groups of people are negatively affected by racism/discrimination in Santa Fe? (Check all that apply)

Answered: 602 Skipped: 37




| ANSWER CHOICES | RESPONSES |
|---|---|
| African American/Black | 48.84% |
| Asian American and Pacific Islander | 28.90% |
| Indigenous | 53.65% |
| Jewish | 22.09% |
| Hispanic | 43.52% |
| Muslim | 30.40% |
| Recent immigrants from Mexico and Central America | 58.14% |
| Refugees | 28.90% |
| White/Anglo | 21.43% |
| Other (please specify) | 23.09% |
| **Total Respondents: 602** | |

Question 27 allowed for multiple answers and embraced whether the respondent feels that she/he/they is affected as well as whether she/he/they believes others are affected. It thus provides a snapshot of whether the community, in general, feels and/or sees racism/discrimination.

One important note: CHART acknowledges that answer options for Q29 do not include all the populations in Santa Fe that might experience racism/discrimination (e.g. LGBTQIA+, religions in addition to Judaism and Islam). We included those that were mentioned most frequently during public dialogues and other CHART activities.

The same question, when filtered by respondents' self-identified ethnicity/race, confirms that a majority of respondents (except the 8% who identify as "a race/ethnicity not listed here) agree that Santa Fe has a problem:

**Agree or Strongly Agree: "We have a problem with racism/discrimination in Santa Fe."**

**CHART**

| | % |
|---|---|
| Asian American or Pacific Islander | 67 |
| Black or African American | 67 |
| Hispanic or Latino | 64 |
| Native American or Alaskan Native | 64 |
| White or Caucasian | 65 |
| Multiracial or Biracial | 54 |
| A race/ethnicity not listed here | 34 |

At the same time Q27, when filtered by ethnicity/race, reveals how residents perceive the effects of racism/discrimination on themselves and those who self-identify as they do.

**Agree or Strongly Agree: "Which groups of people are negatively affected by racism/discrimination in Santa Fe."**

**CHART**

| | % |
|---|---|
| Asian American or Pacific Islander choosing "Asian American and Pacific Islander" as being negatively affected | 75 |
| Black or African American choosing "Black or African American" as being negatively affected | 67 |
| Hispanic or Latino choosing "Hispanic or Latino" as being negatively affected | 62 |
| Native American or Alaskan Native choosing "Native American or Alaskan Native" as being negatively affected | 75 |
| White or Caucasian choosing "White or Caucasian" as being negatively affected | 26 |

The “Other” response in Q27 (which groups are negatively affected by racism/discrimination) allowed survey respondents to submit up to 50 words of text. It yielded words and phrases reflected in the following word cloud:




Those who submitted text for this response largely believe that **everyone** in Santa Fe is negatively affected by racism/discrimination.

The CHART team, both at the beginning of the project (cognizant of racist epithets in the news media, at public meetings, and online as a result of the controversy over Soldiers Monument/”Obelisk”) and along the way, put in place various practices and mechanisms to encourage safe spaces and safety for CHART participants–security guards at events, guidelines for dialogue (see Appendix J), opportunities for residents to share their opinions and perspectives outside of public dialogues, etc. Participants were also promised that any notes from dialogues that might be shared publicly would not include their names.The identities of the members of the Community Solutions Table–a diverse subgroup of CHART participants who studied and reviewed hundreds of pages of data collected by the project in order to form recommendations for this report–are also being protected by Artful Life from public scrutiny and potential harassment.

The need for these safeguards is another indication that Santa Feans feel unsafe–even during a process that encourages truth, healing, and reconciliation.

Over the course of the project, residents not only acknowledged the existence of racism in Santa Fe, but many also expressed a desire to address it. CHART provided implicit bias training (a requirement of our contract) to city department and division directors and to the Governing Body [53] in the spring of 2022. Twenty division/department directors attended two sessions led by the University of New Mexico's Dr. Finnie Coleman (Co-Founder of the Dellsly Group). Evaluation forms, returned after the sessions, revealed that 85% would like to attend additional trainings, 69% believe that these kinds of trainings would benefit their employees, and 92% believe the trainings expanded their understanding of implicit bias.

One director commented: "There seems to never be a good time (during working hours) to go deep on a subject that affects us all, but [this was] a good presentation/format of terms to know, obstacles to watch out for and exercises that kept us engaged. The Moderator stated our takeaways are perishable, so I am wondering if we should revisit this in the new year."

Thus, there is a willingness on the part of city staff leadership to address implicit bias/racism. This willingness was also expressed by many CHART participants who not only identified racism as a real problem but stated a desire to reckon with it.

Data collected during the project makes it clear that Santa Fe, like so many other cities, counties, and communities not only in the U.S. but elsewhere in the world, has critical work to do when it comes to racism.

> "The United States is in a profound moment of public reckoning with its history of racial injustice. In the time since George Floyd's murder, national and local initiatives seeking truth, redress, and reform (TRR) for historical racial injustices have multiplied across the country. These efforts include national proposals for a truth, racial healing, and transformation commission and a reparations commission, as well as dozens of subnational initiatives on reparations, truth, and reform. Diverse in form, these efforts are united in their goal of seeking remedies for state-sanctioned racial violence and discrimination." [54]

Because of the above results, we make the following recommendation:

[53] Offered to all Governing Body members, 4 of 9 attended the training specifically designed for elected officials (offered by UNM's Sonia Gipson Rankin, Associate Professor of Law) and 1 of 4 returned an evaluation form
[54] *Carnegie Endowment for International Peace*

## RECOMMENDATION: RACISM

The Community Solutions Table of the CHART project identified racism in Santa Fe as a critical issue and recommends the following:

1. The City of Santa Fe should fund, create, and staff an office/department specifically dedicated to dismantling systemic barriers to racial, gender, health, socio-economic and other forms of equality.

In other municipalities, such offices/departments have different names–" Department of Equity and Inclusion" (Albuquerque), "Office of Diversity and Equity" (Sacramento), "Social Equity and Innovation" (Denver), "Equal Opportunity" (Tucson). Interestingly, in the mission statements of these departments, the word "racism" seldom appears and there is a preference for the euphemisms, above. Consequently:

2. The City of Santa Fe should honestly address racism/discrimination in the mission/purpose statement of this new office/department to courageously acknowledge that Santa Fe has a problem.

CHART recognizes that various City of Santa Fe departments, divisions, and initiatives acknowledge issues of inequity and discrimination. These do not, however, negate the need for an updated General Plan in which the city makes a dedicated commitment to addressing racism/discrimination as one of the cornerstones of its approach to municipal governance. Consequently:

3. In addition to current city initiatives that highlight racism/discrimination as a challenge to address and resolve, the City of Santa Fe should fund, create, and implement an updated General Plan (last completed in 1999) that identifies racism/discrimination as a continuing challenge for the city and outlines steps to mitigate its effects.

A resolution to prepare an updated General Plan was proposed by Councilor Lindell on August 25, 2015, with the following wording:

- “City Staff is hereby directed to prepare an updated General Plan, that focuses on land use and urban design issues while also addressing transportation, affordable housing and other pertinent issues, consistent with the community's goals in moving toward the future while respecting Santa Fe's great history; and
- Staff shall obtain public input via meetings tor the purpose of reviewing and soliciting input on the updated General Plan, especially goals for the future, in a geographically balanced way, which could include input mechanisms that would be representative of the city as a whole through a statistically significant sample, rather than relying only those who attend meetings; and
- An updated General Plan that reflects community-wide goals and sentiment and desire for Santa Fe's future then be brought forth for recommendation by the Planning Commission and adoption by the Governing Body.”

CHART wrote to Councilor Lindell on July 14 and 29, 2022 about the status of this proposed resolution as we could not locate any discussion or action in the minutes of any subsequent city meeting. Councilor Lindell responded that “it was clear to all we did not have the resources or personnel to complete a new general plan.”[55]

In addition to the above recommendations from the Community Solutions Table, CHART recommends:

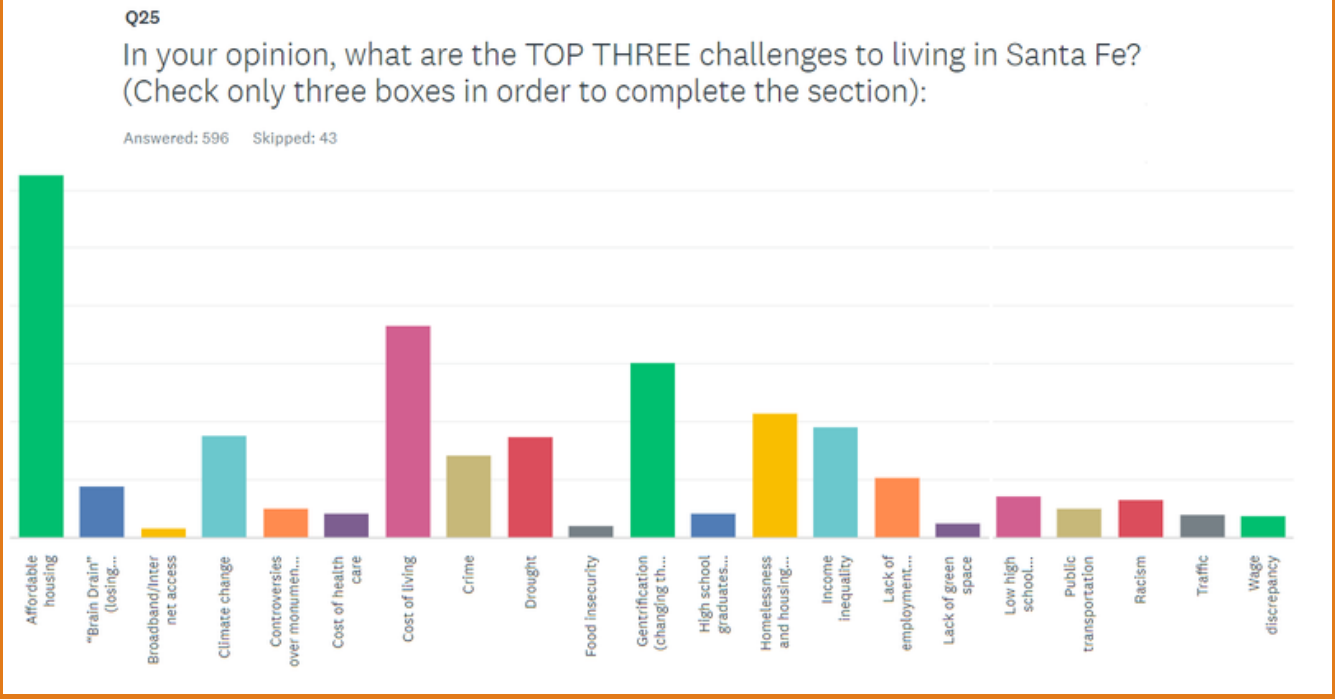
4. In response to feedback data from implicit bias trainings provided to City of Santa Fe Division/Department directors by CHART, these kinds of in-person trainings (i.e., implicit bias, anti-racism, etc.) should be standard practice and provided on a periodic and sustained basis for city leadership and staff, including the Governing Body. Every encouragement should be made for attendance at these trainings based on the results presented in this report.

[55] Email July 29, 2022

**Equity and Quality of Life**

Over the course of the project, The CHART team also consistently heard about serious challenges that the community of Santa Fe is facing in terms of equity/inequity and quality of life issues. Because of this, equity/inequity was the focus of public dialogue sessions held in February. Those who participated repeatedly addressed discrepancies between the "haves" and the "have nots" and identified these as a serious problem. Many participants also linked inequity to race and ethnicity and believe that addressing quality of life issues will enable the community of Santa Fe to work toward racial healing.

As a result of what we read and heard, we included a question in Survey 2 in order to quantify which issues are most important for residents of Santa Fe. Q25 asked: "What are the TOP THREE challenges to living in Santa Fe?" The results are consistent with what we heard over many months of public engagement.




A breakdown with percentages is as follows:

| ANSWER CHOICES | RESPONSES |
|---|---|
| Affordable housing | 62.75% |
| “Brain Drain” (losing valuable residents to out-of-state jobs) | 9.06% |
| Broadband/Internet access | 1.68% |
| Climate change | 17.62% |
| Controversies over monuments and statues | 5.03% |
| Cost of health care | 4.36% |
| Cost of living | 36.74% |
| Crime | 14.26% |
| Drought | 17.45% |
| Food insecurity | 2.18% |
| Gentrification (changing the character of a neighborhood through the influx of wealthier residents and businesses) | 30.37% |
| High school graduates leaving the city/state | 4.19% |
| Homelessness and housing instability | 21.48% |
| Income inequality | 19.30% |
| Lack of employment opportunities | 10.40% |
| Lack of green space | 2.52% |
| Low high school graduation rates | 7.21% |
| Public transportation | 5.20% |
| Racism | 6.71% |
| Traffic | 4.03% |
| Wage discrepancy | 3.86% |
| **Total Respondents: 596** | |

A majority of respondents (62.75%) checked “Affordable Housing” as a top challenge followed by “Cost of Living” (36.74%) and “Gentrification” (30.37%). And all three were discussed, during the public engagement phase of the project, in the context of inequity. Participants agreed, overall, that Santa Fe cannot be an equitable community, a thriving community, until we make significant progress on these issues.

"Be sensitive to economic and market forces that are pushing out the presence of older, traditional communities and structures and counter them with incentives and policies that allow them to survive and thrive." *–Survey 1 Respondent*

"It may not be our fault for the injustices of the past racial discrimination in housing, medical care, or economic opportunity, but we must face the fact that those policies have left a scar upon us, and many of us enjoy privileges due in part to the happenings of the past. If we are to be brave, we must have the courage to encounter these realities and tackle them before we can even talk about growth." *–Survey 1 Respondent*

"We want to be so focused on pointing out the differences among one another that we forgo creating unity. WE overlook the HUGE socio-economic divide in our city so that we can figure out who has the correct color of brown skin."
*–Survey 1 Respondent*

CHART acknowledges that the City of Santa Fe is aware of the top challenges raised in CHART's second survey and there are several, current city initiatives that are designed to address them, including:

- Office of Affordable Housing: *Affordable Housing | City of Santa Fe, New Mexico (santafenm.gov)*
- September 11, 2019 City of Santa Fe Climate Resolution : *A9R1j23lfi_109nkb6_5es.tmp.pdf (santafenm.gov)*
- Gentrification: All-In Cities Anti-Displacement Network: *allincities.org*
- Living Wage Information: *Living wage information | City of Santa Fe, New Mexico (santafenm.gov)*

*list continues, next page*

- Homelessness and Housing Instability - Built for Zero Coalition: *$100 Million to City Partner Housing Organization | City of Santa Fe, New Mexico (santafenm.gov)*
- City of Santa Fe Resolution 2015-65/July 29, 2015:"Directing staff to seek solution to Santa Fe's housing affordability crisis specifically as it relates to gentrification, inequity, and the widening gap between rich and poor in Santa Fe; providing a framework for housing and urban planning policy:" *2015 Resolutions | City of Santa Fe, New Mexico (santafenm.gov)*

Still, it's clear from what we heard from residents that progress on the above issues seems slow or stalled and the consequent damage to our sense of community, belonging, and racial justice continues to be felt on a daily basis.

"Equitable communities are places of opportunity where all children and families can develop, grow and contribute–where people realize that community well-being depends on the participation of every person.

Making communities more equitable requires all of us to confront how racism and bias affects our history and present-day experiences, to heal from the resulting fractures to our relationships, and to begin reshaping the systems that hold back so many among us."[56]



As a result of these findings, we recommend the following:

[56] *W.K. Kellogg Foundation*

## RECOMMENDATION: INEQUITY

The Community Solutions Table of the CHART project identified inequity in Santa Fe as a major issue and recommends the following:

1. In addition to current city initiatives that highlight equity/inequity as a challenge to address and resolve (e.g. Sustainable Santa Fe 25 Year Plan, Land Use and Urban Design Study, Culture Connects, Resolution 2015-65), the City of Santa Fe should fund, create, and implement an updated General Plan (last completed in 1999) that identifies inequity as a continuing challenge for the city, addresses issues of inequity in all city departments and divisions, and outlines steps to mitigate its effects.

A resolution to prepare an updated General Plan was proposed by Councilor Lindell on August 25, 2015 with the following wording:

- *"City Staff is hereby directed to prepare an updated General Plan, that focuses on land use and urban design issues while also addressing transportation, affordable housing and other pertinent issues, consistent with the community's goals in moving toward the future while respecting Santa Fe's great history; and*
- *Staff shall obtain public input via meetings tor the purpose of reviewing and soliciting input on the updated General Plan, especially goals for the future, in a geographically balanced way, which could include input mechanisms that would be representative of the city as a whole through a statistically significant sample, rather than relying only those who attend meetings; and*
- *An updated General Plan that reflects community-wide goals and sentiment and desire for Santa Fe's future then be brought forth for recommendation by the Planning Commission and adoption by the Governing Body."*

CHART wrote to Councilor Lindell on July 14 and 29, 2022 about the status of this proposed resolution as we were not able to locate any discussion or action in the minutes of any subsequent city meeting. Councilor Lindell responded with "it was clear to all we did not have the resources or personnel to complete a new general plan." [57]

[57] Email dated July 29, 2022

**Belonging**

Issues of belonging are inherently related to the realities of racism, discrimination, and inequity in any community. Belonging, or the lack of it, came up frequently in responses to Survey 1, so much so that public dialogue sessions in March were devoted to discussion of it.

During the CHART project, some participants referred to belonging by using words and phrases that evoke its opposite: “excluded,” “marginalized,” “us” and “them.” By far, the word “outsiders” was the most frequent and used the most passionately, or it was referred to as significant in stoking divisions between residents. Here are some examples of what we read and heard:

“...do not listen to outsiders who have no idea of local history.”

“Unfortunately you are going to have outsiders who are chosen to moderate and facilitate during CHART and these people will not have any understanding of the History of Santa Fe.”

“...many of the events that have occurred within the city have been brought forward by ‘outsiders’- Anglo and Native American populations from outside of the state.”

“Bring local businesses Back to plaza, cap rents so outsiders with $ who don't care about our city and history make the rent so high”

“Seems as though once outsiders move in they want to change this culture and make it one of guilt and reconciliation.”

“It seems that outsiders move here because they love it. Then once here proceed to make changes here to try and make our city like the one they left???”

“There needs to be a reckoning in the so-called ‘from here’ Hispanos, who see all people whose ancestors haven't been here for hundreds of years as outsiders who should leave. It's really a disgusting and backwards form of discrimination that is widely acceptable in this city and it's gross”

”It would probably be best to bring long-time locals to these sessions, because they understand the city’s attitudes and history. That will be pretty hard when outsiders come in and think and act like they are privileged and better than locals.”

“...there are certain outsiders, extremists groups, and people who don't understand or ‘get it’ and who want to change things for their personal agenda, and that has created division, are the ones who come in like bulls in a china shop who have created this divisiveness.”

“Our Pueblo Brothers and Sisters do not have any ill will towards the Spanish as the Spanish have no ill will towards the Pueblos. It's a few radical outsiders who have the ear of the Mayor and councilors that have created this unfortunate time in our city.”

What is troubling about this kind of language, according to CHART participants, is that it often communicates that certain residents “own” the community and others do not, that certain residents belong to the community and others do not, that certain residents deserve to make decisions for the community and others do not.

During the project, we also heard some participants refer to “other” groups of people as a monolithic “they.” “They do this…;” “They think this,” “All of them are…” suggesting that all people of a particular group, race, or ethnicity (e.g., transplants,”Anglos,” Native Americans," “Hispanos,” “locals,” Pueblo Brothers and Sisters” and even “radicals”) are the same–think and act and live in the same way and come from the same history and background.

Some Indigenous participants emphasized differences in the histories, cultures, languages, traditions and perspectives of different sovereign tribes; some Hispanic participants noted the diversity of “Hispano” backgrounds and perspectives; some White/Anglo participants described many generations of their families in Santa Fe. In the “Culture” and “History” sections of this report, we discuss the complexity of the Santa Fe community in more depth.

At the same time, CHART participants recognized that there ARE disparities that are generally distinguishable by race and ethnicity (wealth, health, housing, etc.) and that the legacies of slavery, colonization, and other forms of oppression affect ethnic and racial populations differently.

Because these truths–as well as a range of others–exist simultaneously, CHART participants continually expressed the need for residents to hold multiple truths at once, to embrace complexity, and to avoid referring to people of a particular ethnicity and/or race as having the same opinions, perspectives, and histories. Many also stressed that everyone

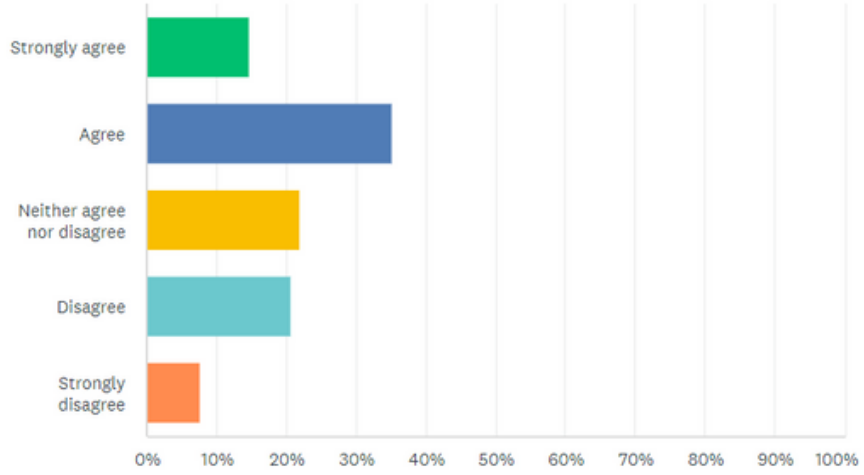
who lives in a community is part of the community; no one has more rights, or fewer, than another.

As a result of what we heard about inclusion and exclusion, CHART wanted to get a qualitative sense of how Santa Feans feel about belonging and so included a question about it in Survey 2. Q23 asked residents to respond to the following statement: “Overall, I feel a strong sense of BELONGING in Santa Fe – I am accepted for who I am and the community cares about my well-being.” The results are below:

Q23

Overall, I feel a strong sense of BELONGING in Santa Fe – I am accepted for who I am and the community cares about my well-being.

Answered: 602 Skipped: 37




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 14.62% |
| Agree | 35.22% |
| Neither agree nor disagree | 21.93% |
| Disagree | 20.60% |
| Strongly disagree | 7.64% |
| TOTAL | |

While 49.84% of survey respondents agreed or strongly agreed with the statement, 21.93% could neither agree nor disagree and 28.24% of our fellow residents do not feel a sense of belonging. Thus, a total of 50% or HALF of the community represented in the survey disagree or cannot agree or disagree that the community cares about them or their well-

being–a statistic that demands the focused attention of both the City of Santa Fe and its community.

*Why is belonging important?*
In his groundbreaking book *Bowling Alone* [58] Robert Putnam demonstrates that Americans have become increasingly disconnected from family, friends, neighbors, and our democratic structures. Putnam warns that our stock of social capital – the very fabric of our connections with each other–has plummeted, impoverishing our lives and communities. Putnam found (based on a large body of data [59]) that health and safety, educational achievement, local economic strength, and other measures of well-being were dependent on the levels of social capital in a community.

Since 2000, the year *Bowling Alone* was published, the U.S. has undergone additional social, political, economic, medical and other upheavals (particularly in the past two years) that have only served to increase our sense of disconnectedness and isolation from each other. [60]

A sense of belonging is important as a measure of Santa Fe's social capital. Whether residents feel acceptance, safety, and care depends on the quality of our relationships not only with family, friends, and loved ones, but strangers. Cultivating a sense of belonging for all residents must be a priority for the City of Santa Fe (as well as all Santa Feans) not only to promote safety, educational achievement, a strong economy and other measures of well-being, but also because it encourages interconnectedness and the resilience necessary for residents to acknowledge and confront difficult issues that we face now and others we will confront in the future.

"What is needed is an exploration of the exact way authentic community occurs. How is it transformed? What fundamental shifts are involved?....the essence is to take a step forward in our thinking and design about the way that people in communities come together to produce something new for themselves. By thinking in terms of the structure of belonging, we begin to build the capacity to transform our communities into ones that work for all?" [61]

Because all Santa Feans need and deserve to enjoy a sense of belonging, we recommend the following:

## RECOMMENDATION: BELONGING

In addition to implementing the recommendations for multicultural events ("Culture" section), truth healing and reconciliation ("Reconciliation" section) and the recommendations addressing racism/discrimination and inequity (this section, above), we recommend the following:

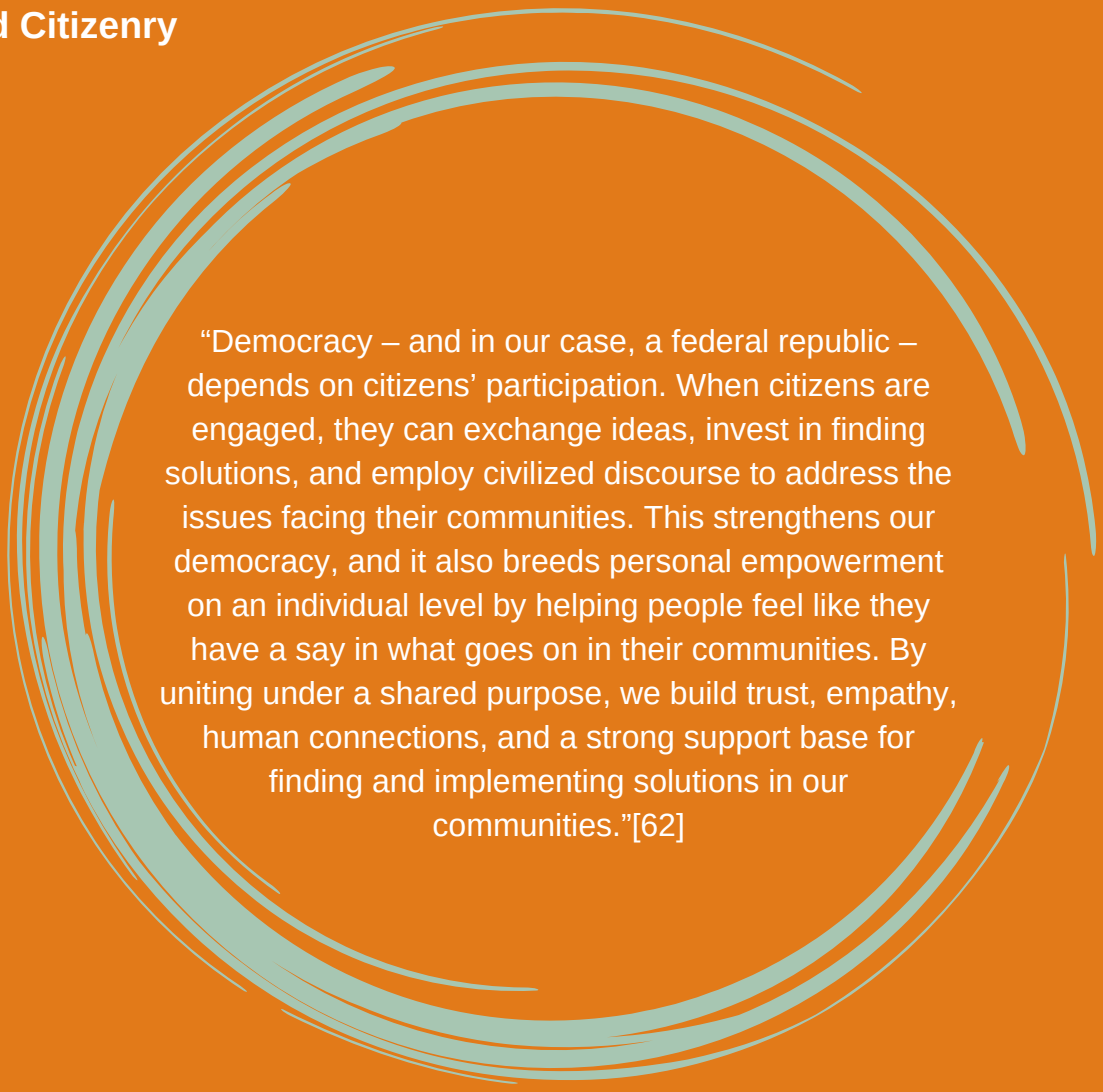
1. The City of Santa Fe should immediately fund, create, and implement regular and sustained opportunities for Santa Feans to engage in activities that nurture a social fabric and transform feelings of isolation within our communities into a sense of connectedness and caring for the whole. These activities should emphasize small group dialogue, facilitated by skilled practitioners, that promotes listening, sharing, and understanding.

Such opportunities and activities could be undertaken by the Department of Civic Engagement recommended in the section below.

At the same time, we recognize that cultivating a sense of belonging is a responsibility not only for city government but for the community as a whole, and most CHART participants acknowledged this as a shared duty.

[58] Putnam, Robert D, *Bowling Alone*, Simon & Schuster, 2000.
[59] Research included nearly 500,000 interviews over a quarter century.
[60] The AARP Foundation and the United Health Foundation conducted a survey in 2020, which found that all U.S. adults are experiencing social isolation. "Two-thirds of U.S. adults report experiencing social isolation, and more than half (66%) agree that the COVID-19 pandemic has caused their anxiety level to increase."
[61] Block, Peter. *Community: The Structure of Belonging*. Berrett-Koehler, 2009, p.4

## An Engaged Citizenry




CHART’s emphasis, over the course of the 12-month project, was promoting “civilized discourse” with a belief that “exchange of ideas” and investment in “finding solutions” would move us along the path toward truth, healing, and reconciliation. Those who participated (especially consistently) in the project demonstrated a commitment to civic engagement that CHART is both grateful for, and admires.

Simultaneously, we heard a lot, during the project, about “what people don’t know” and “what the city doesn’t tell us,” and how “city leaders are out of touch” or “don’t represent our views.”

With these sentiments in mind, we included two questions in Survey 2 that would tell us more about information-sharing and democracy-in-action. The results are mixed:

## Q29 I know where to go (either online or in-person) to get information about important City of Santa Fe initiatives.

Answered: 602 Skipped: 37

| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 8.97% |
| Agree | 38.21% |
| Neither agree nor disagree | 19.27% |
| Disagree | 24.42% |
| Strongly disagree | 9.14% |
| TOTAL | |

Just under half of respondents know where to go to educate themselves about City of Santa Fe municipal initiatives while more than half neither agree or disagree or disagree with the statement.

In terms of contact with city councilors, the results were disappointing. Almost 60% of respondents “Rarely” or “Never” contact their city councilors. Only 11.46% “Usually” or “Always” contact their councilors to share perspectives and views.

## Q28 I contact my city councilor to share my perspectives and views.

| ANSWER CHOICES | RESPONSES |
|---|---|
| Always | 3.65% |
| Usually | 7.81% |
| Sometimes | 30.73% |
| Rarely | 24.75% |
| Never | 33.06% |
| TOTAL | |

These results raise some important questions: what are the best mechanisms for informing the public about important city initiatives and how can the city promote them? Why do so few residents contact their councilors? If city councilors are hearing from a small percentage of constituents, how are they “polling” the larger community's views on important issues in order to make informed decisions and actions?

Of course, there are many other ways that the City, including the Governing Body, hear the perspectives and views of constituents–there are dozens of public feedback forms and requests for public comment on a wide range of issues on the city website. Even so, we heard consistently over the course of the project that “the City” or “the Mayor” or "the Councilors” aren’t listening to residents, are listening only to a “minority of people,” are making decisions based only on “the loudest voices,” and aren’t in touch with "the people.” Based on public input, we believe there is a critical need for an updated approach to community and civic engagement that will encourage a sense of “being heard” on the part of more city residents and “I have a broad sense of where the community stands on this issue” on the part of city government (including elected officials).

**A Comprehensive Approach to Community Engagement**

A problem typical to municipal agencies is a piecemeal approach to community engagement. Different municipal departments reach out in different ways; public meetings (sometimes contentious) are attended by a small percentage of the population; engagement depends on limited mechanisms for soliciting public comment; engagement is confused with outreach (news blasts, newsletters); short-term contracts (like CHART) start and stop what might be a sustained process of engagement. Often, offices of community engagement are understaffed or conflated with “communications” or “constituent services” which are largely different from engagement. Sometimes, short-term contracts initiate changes and programs that are eliminated by a subsequent administration (often of a different political party). The result, most often, is a patchwork of engagement activities that are intermittent and disconnected.

Instead, a more sustained, robust, coherent and cohesive approach to community engagement is needed to build, over time, a network of community relationships as well as address a range of problems and issues. We believe that, in doing so, the city will likely spend less money on a piecemeal and contract-based approach to community engagement with far better results.

Because of this we recommend the following:

## RECOMMENDATION: COMMUNITY ENGAGEMENT

The City of Santa Fe should:

1. Eliminate the “Office of Community Engagement” and establish a “Department of Community Engagement.” The designation of “Department” is important, here, for reporting, and peer- collaboration purposes. Per the City of Santa Fe organizational chart, the department would report to the City Manager (rather than to a department director) who also oversees other departments with which the new department would collaborate (see 3.G. below);
2. Distinguish the “Department of Community Engagement” from “Communications,” “Constituent services” and “Council Services” by placing the latter three in their own office or in other appropriate departments/divisions;
3. Dedicate the new “Department of Community Engagement” to the following activities:

   A. Initiate, nurture, and establish (over time) healthy relationships with community-based organizations that serve the diverse populations of Santa Fe in order to learn from these organizations and their members/clients;
   B. In collaboration with the above organizations, create channels of two-way communications that inform Department staff of residents views and opinions on issues that matter to them and communicate to organizations, and the residents they serve, that the city is listening:
   C. Create and implement a diverse engagement strategy that is **non-partisan**, comprehensive and sustained, over many years, and enables department staff to receive valuable information from constituents (whether connected to the above organizations or not) on a range of issues of urgency and concern. This engagement strategy should mirror and improve upon the one implemented by CHART and discussed in the “Methods” section of this report;

*continued, next page*

D. Develop a large contact list of citizens (whether associated with the above organizations or not) who want to be part of the Department's robust engagement strategy, and remain in contact with them with invitations to engage and information;

E. Promote department activities to all city residents, including new arrivals who may want to become part of the social fabric nurtured by the Department of Community Engagement;

F. Develop effective mechanisms for taking information gathered through engagement as well as analyzing the information for presentation to the appropriate bodies, committees, departments and divisions;

G. Develop and nurture, over time, healthy relationships with other city departments/divisions and staff as well as mechanisms for providing these departments/divisions with public feedback that will assist them in understanding where many residents stand on issues under their purview;

H. Develop and implement evaluation/feedback practices and mechanisms that measure success;

4. Fund and fully staff the Department of Community Engagement with full-time skilled experts and practitioners in the disciplines of community engagement who are able to implement the activities above with the tools they need to accomplish department objectives; and
5. Demonstrate an understanding of the complexity of the Department of Community Engagement's work by providing sustained funding and time for it to accomplish its objectives.




# CONCLUSION

We know that many wanted the CHART project to come to conclusions. We have provided many in the form of recommendations based on participation and input from hundreds of Santa Feans. We know that many wanted the CHART process to definitively decide the fate of Soldiers Monument/ ”Obelisk.” We recommend a “fate” that asks us to do more work. We are still divided on the issue; we are not there yet.

Residents remind us, over and over again, that the process of truth, healing, and reconciliation is a long-term undertaking and that addressing Soldiers Monument/”Obelisk” is still at the heart of this effort. It requires us to be patient, to be tenacious, to be resilient as we keep going. We are still in the midst of this particular story and, evidently, it cannot be rushed–even in the form of one busy year of community member-to-community member dialogue.

We hope that many of the recommendations of this report will be implemented quickly.  Many CHART participants will demand that this is so. We urge the City of Santa Fe to defy what we heard from many participants, that “the city won’t do anything with your recommendations; this is just a waste of money,” as one participant put it.

Santa Fe: we have listened; we hear you; we honor you.

We would like to conclude this report by invoking the words of the September 2018 City of Santa Fe Proclamation which marked the end of the Entrada pageant of the Santa Fe Fiesta. The proclamation resulted from one year of conversations between the All Pueblo Council of Governors, the Archdiocese of Santa Fe, the City of Santa Fe, the Caballeros De Vargas, and the Santa Fe Fiesta Council.

The deliberations over this very, very divisive issue, were long and difficult. They were characterized by truth-telling, by contentious and compassionate dialogue and, finally, by agreement. The words of the resulting proclamation have guided and inspired the CHART team over the course of the project as an example of how to approach truth, healing and reconciliation. We are grateful for the example provided by those who undertook this process in order to come to a collective understanding.

> ""On this 7th day of September, 2018, we come together to proclaim our love for our city of 'Ogap'ogeh, La Villa Real de la Santa Fe de San Francisco de Asis, Santa Fe: our people, our languages, our way of life, and this sacred land and its blessings, which we gratefully receive.
>
> We acknowledge the past and its trauma, tragedy, and sorrow; we understand its legacy in the present. We acknowledge wounds older and deeper than any on this continent. On behalf of those from the past who cannot ask for forgiveness, we do so now.
>
> We also acknowledge the remarkable depth of wisdom and resiliency that comes from struggle. We share in our grief; we share in our strength.
>
> We acknowledge the ties that bind us together in an unbreakable bond of solidarity with each other, our Creator, and the land we all love.
>
> We recognize that there is much healing to do. We understand that genuine reconciliation is a generations-long process that is challenging and complex—it will test our resilience. For that reason, we commit ourselves to honest and compassionate engagement no matter how hard, no matter how long. We believe in our capacity to change and be changed.

*continued, next page*

We rededicate ourselves to our core values: Love, Respect, Compassion, Faith, Understanding, Empathy, and Gratitude.

We ask that our children experience peace and know its spirit; that our families nurture peace in their homes, that our communities practice love; and the world echo this peace.

We stand together today for our children, guided by our sacred duty to know and learn from the past, to acknowledge the present, and to envision a future in which all will thrive.

We join together to make a new offering of peace and resolve to move forward together. We come clothed in gratitude for the gifts of our Creator.

Let us begin our walk, here, as stewards of something greater than ourselves. Let us cultivate a new era for Santa Fe–having listened to and learned from each other, having acknowledged difficult truths, having seen the possibility of a future based on harmony and love.

Let us release our burdens. Let us unlearn and relearn. Let us walk together, one step and then another, that we may speak truth, that we may be transformed, that we may heal, that we may be kin.

We offer these as promises and commit to children to choose the right path today, so that in the future they call us good ancestors."



# ACKNOWLEDGMENTS

Artful Life would like to acknowledge the following for their assistance to the CHART project. We are grateful to all:

The loved ones and families of CHART team members who provided space and time for us to serve the community of Santa Fe;

CHART participants who gave of themselves for the benefit of their community, including those who shared their visions for art, monuments, and memorials–children, youth, and adults;

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Center of Southwest Culture; Regis Pecos; Antonio Guerrero, Santa Fe Place Mall; Acequia Madre House; Axle Contemporary; Boys and Girls Club of Santa Fe; Indigenous Ways; International Shakespeare Center; Tribes Coffee House; Cafe Castro; Littleglobe Inc.; Santa Fe Independent Film Festival; Santa Fe Center for Contemporary Arts; Santa Fe Art Institute; Santa Fe Opera Advocacy Committee; Theater Grottesco; Pete's Place/ Interfaith Community Shelter; Santa Fe Children's Museum; Japanese American Citizens League; Ironweed Productions; Wise Fool; Hispano Chamber of Commerce; Agua Fria Village Association; Teatro Paraguas; John "Pen" La Farge; La Farge Public Library; Christopher Roybal/Incredible Films; The Santa Fe Desert Chorale; La Sociedad Folklórica; Cofradia de la Santa Fe; Larry Chavez, Superintendent, Santa Fe Public Schools; Pojoaque High School; Capital High School; Mayor's Youth Advisory Board; Poeh Cultural Center and Pojoaque Governor Jenelle Roybal; Santa Fe Rotary Club; NAACP; Carol Schrader, Camino Real Academy; Hilario Romero; Dr. Setha Low; Valerie Rangel, Santa Fe City Historian; Rashaan Ahmad, Earthseed Black Arts Alliance; Los Caballeros de Vargas; Santa Fe Fiesta Council; League of Women Voters of New Mexico; Doug Conwell, Earthwalks; Devin Egbar, Temple Beth Shalom; Bill Garcia and Fred Harburg; Jeff Holbrook, Understanding Privilege and Exploring Whiteness; Suby T. Bowden; Sasha McGee; David Valdo; Edward Baca; Gerald Delgado; Renée Martínez; Santa Fe Art Institute; Rivers Run Through Us; Exilda Martinez; Dr. Roberta Diaz; Rob and Charlie's; Albuquerque Race, History, and Healing Project Managers; the staff of the Santa Fe Community Convention Center; Barbara Lopez, Parks and Recreation, and Kristine Mihelcic, Rich Brown, Dave Herndon, John Blair, also with the City of Santa Fe.

*continued, next page*

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# END OF REPORT

See Appendices in a separate PDF

Access the Appendices *here*

Cultura, historia, arte, reconciliación y verdad

# INFORME FINAL



2022

# CHART

SANTA FE

En agosto de 2021, la ciudad de Santa Fe contrató a Artful Life LLC tras un proceso de licitación y selección, bajo la aprobación de la Junta de Gobierno, para dirigir el proyecto CHART (Cultura, historia, arte, reconciliación y verdad). El contrato estipula que CHART deberá:

> "Elaborar un Informe final sobre la iniciativa CHART (convocatorias, encuestas, entrevistas, activaciones artísticas, series de historia cultural, etc.) en un formato que permita el uso y análisis por parte de la Junta de Gobierno con el fin de utilizarlo en sus deliberaciones y evaluaciones de futuros procesos, acciones y decisiones; y también incluir, entre otros aspectos, recomendaciones para la participación comunitaria continua en toda la ciudad".

Este documento es el resultado de las cláusulas contractuales. Para obtener información sobre otras obligaciones contractuales, consulte las páginas de la 13 a la 14 de este documento.

Para conocer más sobre CHART consulte la página web del proyecto, YouTube o Facebook e Instagram.

Arte ("Cultura", "Historia", "Arte", "Reconciliación", "Verdad") por Maureen Burdock
basado en los resultados de la encuesta numero dos de CHART

El informe final de CHART fue preparado por Valerie Martínez y Jenice Gharib, Co-Directores,
con Alexis Kaminsky, Evaluador del proyecto

El informe final fue traducido por Leilani Padilla-Young (MIIS Master's en Traducción e Interpretación), una traductora profesional, intérprete de conferencias, e intérprete certificado por la corte de Nuevo México.

# QUÉ ES ARTFUL LIFE -
# CONSULTOR PRINCIPAL DE CHART

Artful Life es una organización para las artes y el desarrollo comunitario ubicada en Nuevo México dedicada a transformar comunidades a través de la belleza y el poder de la colaboración creativa. Nuestros proyectos de interacción comunitaria a gran escala incluyen a una amplia gama de habitantes de Nuevo México de todas las edades, razas, etnias y realidades económicas y conducen a obras colaborativas que expresan un impactante sentido de la historia, la gente y el lugar.

La labor de Artful Life ha sido objeto de una profunda influencia de su directora y fundadora, Valerie Martinez, que cuenta con 14 años de amplia y extensa experiencia en trabajo centrado en la comunidad; facilitación y co-facilitación de grupos comunitarios; interacción con actores de diversos orígenes; proyectos administrativos complejos y estratificados; comunicación y colaboración efectivas; servicio al cliente excepcional y evaluación de programas.

En otras palabras, Artful Life ha desarrollado un firme arraigo en la vida comunitaria de Nuevo México. Muchos de nuestros artistas, equipos de proyectos y personal administrativo son *nuevomexicanos*; es decir, descienden de ancestros como los Pueblo, Diné y/o Jenízaros y/o colonizadores españoles. Otros son inmigrantes de más reciente arribo y/o se han reubicado y llevan de vivir en Nuevo México desde 5 años y hasta más de 30 años. Cada equipo de proyecto establecido en un lugar es reflejo de las comunidades en las que se efectúa el trabajo y sus miembros desarrollan relaciones entrañables con otros habitantes de la localidad y de diversas maneras forman parte del tejido social que nutre la vida de la comunidad.

El planteamiento de Artful Life para la comprensión intercultural recíproca, así como para poner fin al racismo y la inequidad, se integra en el diseño y el plan para cada proyecto. Nuestros competentes equipos conciben, diseñan y llevan a cabo minuciosa e intencionalmente cada encuentro, convocatoria y arte. Las iniciativas constantemente promueven el acceso, la inclusión, la compasión, el diálogo empático y la atención activa en un entorno seguro y respetuoso. Este tipo de interacción sienta las bases para la verdad, la sanación y la reconciliación.

Cada proyecto de Artful Life incluye también la consulta y colaboración con una amplia gama de aliados (organizaciones comunitarias, dependencias municipales, asociaciones de vecinos, etc.); la contratación y la formación de los miembros del equipo del proyecto; alcance comunitario (incluidas reuniones individuales y con familias, reuniones con las organizaciones de barrio; sesiones de diálogo y atención; activaciones artísticas, entrevistas con familias y encuestas), convocatorias comunitarias (creación artística, diálogo cívico, estructuración y planificación colaborativas); análisis de la información recopilada en actividades y convocatorias de alcance comunitario; evaluación y preparación de informes.

Artful Life opina que las comunidades tienen una extraordinaria profundidad de conocimientos, tanto ancestrales como contemporáneos, que se manifiestan mediante un proceso creativo y colaborativo. Este tipo de ingenio tiene la capacidad de trazar el camino a seguir, impulsado por la voluntad y el imaginario colectivos.

Para conocer más: www.artful-life.org

En 2016, la ciudad de Santa Fe publicó el documento “Culture Connects Santa Fe —A Cultural Cartography” [La cultura conecta a Santa Fe: una cartografía cultural] en el que se presentaban los resultados de una iniciativa de interacción pública encabezada por Creative Strategies 360º. El documento comienza con una descripción elocuente de la ciudad que aún hoy reviste gran vigencia:

> *Situada en la intersección del paralelo 35 norte y el meridiano 105 oeste, a 7,199 pies sobre el nivel del mar, la ciudad de Santa Fe abarca una superficie de 52,502 millas cuadradas. Aquí viven más de 70,000[1] personas. Se trata de lugar ubicado en el hábitat de algunas tierras indígenas. Debajo de la ciudad moderna yacen los restos de una aldea que incluye jardines, muladares y los basamentos de los muros que demarcan casas que datan de entre 600 y 1425 d.C. Las comunidades indígenas de los Estados Unidos contemporáneas Tewa todavía conocen el lugar como Po'oge (Lugar de agua de concha blanca).[2]*
>
> *Aproximadamente a partir de 1607, cuando España concretó la ocupación oficial de las antiguas tierras indígenas, esta área en particular llegaría a repoblarse nuevamente y sería conocida como La Villa Real de la Santa Fe. Desde el siglo XVII, la ciudad ha reconocido la importancia de los hispanos y de una rica variedad de orígenes (indígenas, africanos, europeos). El carácter heterogéneo del lugar, si bien es singular en cuanto a su historia de larga data, lo convierte en parte de la diáspora mexicano-estadounidense.*
>
> *Con el tiempo, personas de todos los estados y continentes, de diversos orígenes étnicos y culturales han establecido su residencia en Santa Fe, constituyendo una complejidad que a veces genera sinergia y otras tensiones. Se trata de un entorno social más dinámico que estático, enriquecido por personas cuyos valores, experiencias, historias, tradiciones, lenguas, filosofías y creatividad hacen de Santa Fe un sitio único entre las ciudades del mundo.*
>
> *Santa Fe es un destino internacional enclavado entre un imponente paisaje repleto de cultura y que alberga algunas de las instituciones precursoras artísticas más respetadas del país. Sin embargo, resaltan las claras paradojas de la comunidad: si bien existe una importante concentración de escritores y editores en Santa Fe, la ciudad padece de un alto índice de analfabetismo; enfrenta una crisis por falta de viviendas asequibles; y su elevado número de personas con grados de doctorado contrasta con una de las peores tasas de graduación entre las preparatorias del país; existe una gran y evidente riqueza; y sin embargo, la tasa de pobreza asciende a un escandaloso 16.7%[3] (comparada con la tasa nacional del 14.5%).[4] Algunos han escrito con elocuencia sobre el poder del lugar en este sitio, sobre su clima, su luz y su belleza; sin embargo, el desplazamiento y el aburguesamiento y sus efectos que*

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[1] La población aumentó a 87,505 según el censo de 2020.

[2] *White Shell Water Place: An Anthology of Native American Reflections on the 400th Anniversary of the Founding of Santa Fe* [*Lugar de agua de concha blanca: Antología de reflexiones indígena estadounidenses en el 400º aniversario de la fundación de Santa Fe*] 2010 Editado por F. Richard Sanchez; con Stephen Wall y Ann Filemyr.

[3] Según la Sección Datos rápidos Oficina de Censos de EUA: Santa Fe, Nuevo Mexico [En inglés] a tasa fue de 14.3% en 2022.

[4] La tasa nacional fue de 11.4% en 2021: Ingreso y pobreza en Estados Unidos: 2020 (census.gov ) [En inglés]

*erosionan a la comunidad, pueden observarse en cada barrio de la ciudad. Estas disparidades son palpables en los lugares donde vive y trabaja la gente. Santa Fe constantemente figura entre los lugares más atractivos del país para vivir, tanto para trabajar como para jubilarse, aunque los datos también indican que el número de familias con hijos y personas menores de 30 años ha disminuido, sobre todo en los acaudalados barrios históricos y culturales.*

*Los santafesinos habitan un lugar donde coexisten la alegría y el dolor; y sin embargo, aquí la belleza y la creatividad ejercen un poder transformador sobre toda la comunidad. Ante esta encrucijada, una ciudad de contradicciones en la que la identidad cultural contiene el poder de transformación para alterarla, la cuestión es cómo avanzar, a la vez que se aprovechan las experiencias y se satisfacen los intereses de todos."*

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# INTRODUCCIÓN



# INTRODUCCIÓN

*Oghá Po'oge[5], Yootó[6], Ts'u'yala[7], Santa Fe de Nuevo México, La Villa Real de la Santa Fe de San Francisco de Asís, Santa Fe*

Esta es la historia de algunas historias narradas por nuestros antepasados, en petroglifos, en mapas y tratados (celebrados e incumplidos), relatos orales, documentos históricos, poesía, ficción y no ficción. Hay historias que conocemos, que escuchamos, que descubrimos en las páginas de los libros, que circulan en las redes sociales, que presenciamos en el lenguaje del agua, la tierra, el cielo y el sol. Algunas historias a las que nos aferramos; otras las mantenemos sin tener certezas; otras que se desmoronan al descubrir que son endebles bajo la implacable luz de los hechos.

Las historias constituyen el corazón mismo de la vida comunitaria. Nos informan, nos guían, nos confrontan, nos confunden. Se encuentran en las fachadas de las tiendas, en las obras de arte, en los monumentos históricos de los caminos, en los monumentos, en las portadas de los libros, en los discursos, en las conversaciones en voz baja y alta, en los rostros de quienes conocemos y queremos y en los de quienes nos son desconocidos. Las asimilamos consciente e inconscientemente desde que despertamos hasta que cerramos los ojos para dormir.

El río Santa Fe, desde su nacimiento en la cuenca alta y su largo y accidentado recorrido hasta la confluencia con el río Bravo, es quizás la historia más antigua de Santa Fe. El agua es la razón por la que existen Oghá Po'gay y Santa Fe, pues ha nutrido la flora y la fauna desde mucho antes de la llegada de los humanos y después sustentó a las comunidades indígenas y a las posteriores desde los primeros asentamientos. El río de ahí hasta hacia donde fluye donde sólo existe el recuerdo de que pasó es testigo de la historia de Santa Fe y de la de sus pueblos.

Al presentar este informe del proyecto CHART a la Junta de Gobierno de la ciudad de Santa Fe tenemos presente el amenazado río de Santa Fe. El río nos ayuda a aceptar la historia en su sentido más amplio y apunta a un futuro quizás mejor, o quizás peor para nuestra comunidad. Debemos ser los protectores del agua para asegurar un futuro vivo para nosotros y para nuestros descendientes, al igual que debemos ser los protectores de nuestra comunidad para que pueda prosperar.

Santa Fe se encuentra en una encrucijada. No es la primera vez en nuestra historia y no será la última. El Monumento a los soldados/“obelisco” derribado y sus consecuencias despertaron sentimientos antiguos y nuevos, opiniones y perspectivas sobre quiénes somos, en dónde hemos estado, qué hemos hecho y qué hemos dejado de hacer. Estos sentimientos son fuertes, a menudo ensordecedores y han dominado gran parte del discurso público desde octubre de 2020. Lo sucedido con el Monumento a los soldados/“obelisco” también desencadenó un proceso municipal que condujo a la creación del proyecto Cultura, historia, arte, reconciliación y verdad (CHART en inglés).

Esta es nuestra historia que continúa.

La controversia sobre el Monumento a los soldados/“obelisco” no se produjo en el vacío. Tras el asesinato de George Floyd a manos del agente de policía de la ciudad de Minneapolis, Derek Chauvin, que presionó su rodilla contra el cuello de Floyd durante 9 minutos y 29 segundos el 25 de mayo de 2020, miles de manifestantes salieron a las calles de Estados Unidos y protestaron contra los históricos y sistémicos racismo y opresión. En algunas protestas el resultado fue que se derribaran estatuas y monumentos dedicados a personajes en honor a soldados y generales confederados. Algunas estatuas de Cristóbal Colón también fueron objeto de ataques, a la vez que activistas por la representación y los derechos de los indígenas se hacían escuchar cada vez más por

[5] Tewa
[6] Diné
[7] Zuni

medio de movimientos por la restitución de tierras y la soberanía, otros por las mujeres indígenas desaparecidas y asesinadas y otros ante el descubrimiento de fosas comunes de niños sepultados en internados. Fue durante este período convulso de descontento social que, el 20 de octubre de 2020 en la Plaza de Santa Fe, algunos manifestantes dañaron y derribaron el Monumento a los soldados/“obelisco”.

Aludimos a este contexto porque en parte explica por qué los monumentos y las estatuas de todo el mundo, por muy similares o diferentes que puedan ser sus historias específicas, se convirtieron en focos de tensión y, en algunos casos, en sitios afectados por la violencia. Hoy todavía transitamos por este período de la historia de Estados Unidos, de Nuevo México y de Santa Fe, en el que algunas preguntas de antaño y otras nuevas sobre el pasado nos exigen reflexionar una y otra vez sobre quiénes fuimos, quiénes somos, por qué luchamos y cómo es que podemos avanzar.

Este es el difícil e importante contexto —un entresijo de preguntas, declaraciones, sentimientos e historias en el que se centró el proyecto de CHART. Nuestro trabajo consistió en involucrar al mayor número posible de santafesinos para escuchar, escuchar, escuchar y escuchar, así como crear espacios y procesos seguros para que los habitantes compartieran sus historias y las historias que han impactado a la comunidad. Trabajamos para promover una comprensión recíproca de los valores que atesoramos y de los que compartimos. No anticipamos que las respuestas o soluciones estarían garantizadas en los 12 cortos meses de vigencia del contrato pues existía el reto de la complejidad cultural, histórica y estética.  Sin embargo, opinamos que la sabiduría comunitaria resplandece en este informe lo suficiente como para hacernos avanzar de maneras sustanciales.

Creemos que si la ciudad de Santa Fe y sus ciudadanos son capaces de reunir el valor necesario para emprender el cambio e iniciar un proceso de muchos años de verdad, sanación y reconciliación, seremos capaces de cocrear una comunidad con sentido de pertenencia para todos los habitantes de la ciudad y el condado. La información que recopilamos y presentamos en este informe está orientada a cumplir el objetivo de esperanza de un futuro mejor, una historia mejor, para nosotros, para nuestros hijos, sus hijos y para las futuras generaciones.

> “En los últimos días del cuarto mundo anhelaba trazar un mapa para quienes cruzaran por el agujero del cielo.
>
> Tenía por únicos instrumentos los afanes de los seres humanos al salir de los campos de la muerte, los dormitorios y las cocinas.
>
> Pues es el alma errabunda con muchas manos y muchos pies.
>
> El mapa debe ser de arena y no puede leerse a la luz común y corriente.
> Debe llevar el fuego al siguiente pueblo tribal para la renovación del espíritu”.
>
> –Joy Harjo, poeta premiada de Nuevo México, EE.UU [8]

> *“*Lo que nos llevamos al pozo cuando muremos es nada más que un puño de tierra. Pero lo que dejamos son recuerdos e historias de quien fuimos y come caminamos entre la gente. Por feos, bonitos, ricos, pobres, buenos o malos, inteligentes, medio zafa’os, generosos o cuscos, si no van a decir ‘tan bueno que fue’ o ‘pobrecita, tan buen corazón que tenía,’ pues tan siquiera que digan, ‘tanto que peleó por su pueblo, aunque nada se llevó*”.*

[8] Harjo, Joy (U.S. Poeta premiada), de “A Map to the Next World” [“Mapa al siguiente mundo”] en el libro del mismo nombre, Norton, 2002.

("*All we take to the grave when we die is a handful of dirt. But what we leave behind are memories and histories of who we were and how we walked among people. Whether we are ugly, pretty, rich, poor, nice or mean, intelligent, kind of slow, generous or greedy, if they are not going to say, 'he was such a good person' or 'poor thing, she had such a big heart,' well, at least they should say, 'he fought so hard for his community, although he took nothing with him*").

–Levi Romero, poeta premiado de New Mexico, 2020-2022[9]

## Breve historia de CHART

La historia de CHART es complicada en sí misma. Se mencionó por primera vez en octubre de 2020, en medio del torbellino posterior a que se derribara el Monumento a los soldados/"obelisco". El alcalde Alan Webber anunció públicamente:

> "He presentado una resolución para formar una comisión de cultura, historia, arte, reconciliación y verdad: CHART. Su labor será trazar un camino hacia el futuro para todos nosotros. Dará origen a un lugar donde la voz de cada uno pueda ser escuchada y donde se tomen en cuenta las opiniones de cada uno.
>
> Se trata de una medida trascendental para que nuestra ciudad se una y conciba soluciones y un camino hacia adelante para la plaza y fuera de ella. La resolución pasará por los tres comités de nuestro ayuntamiento y, al final, será creada por todos los miembros de la Junta de Gobierno. Le invito a que usted también haga sus aportaciones. Se necesitará la participación de todos. Una vez aprobada la iniciativa, la pondremos en marcha con intención, inclusión y celeridad".

Para el 16 de diciembre de 2020, los miembros de la Junta de Gobierno habían decidido sustituir el planteamiento original del alcalde (de una comisión CHART "constituida por todos los miembros de la Junta de Gobierno") por el de:

> "La resolución sustitutiva para el Comité de cultura, historia, artes, reconciliación y verdad (CHART) está en la agenda para presentarse en la reunión de la Junta de Gobierno de mañana por la tarde. La resolución fue propuesta por el alcalde Webber y los concejales Romero-Wirth, Rivera y Abeyta.
>
> La resolución sustitutiva excluye por ahora la idea del nombramiento de un comité, y en su lugar solicita un proceso extenso, inclusivo y democrático de participación comunitaria. La iniciativa no se centra en un órgano de supervisión, sino en la mayor participación posible de los habitantes de Santa Fe. Adopta un enfoque diferente para aumentar su carácter inclusivo y la participación de la comunidad, a la vez que se entiende que se trata de un llamado a la acción para conversar sobre las historias culturales de la ciudad y los puntos de vista actuales para la encontrar soluciones hacia un futuro de paz, justicia, sanación y reconciliación. Esta resolución sustitutiva se centra en la creación de un proceso de participación comunitaria para alentar a toda la gente a hablar, a ser escuchada y a escuchar".[10]

En la reunión de la Junta de Gobierno de la Ciudad de Santa Fe del 13 de enero de 2021 se aprobó por unanimidad la "Resolución sustitutiva de CHART".

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[9] *Querencia: Reflections on the New Mexico Homeland*, [*Querencia: Reflexiones sobre la tierra de Nuevo México*] Eds. Vanessa Fonseca-Chávez, Levi Romero y Spencer R. Herrera. University of New Mexico Press, 2020.

[10] Los miembros del Consejo de la Ciudad y el Alcalde Webber presentan una solución sustitutiva para el proceso de CHART | Ciudad de Santa Fe, Nuevo Mexico (santafenm.gov) [En inglés]

> “La evolución de esta resolución desde sus inicios hasta su forma final ilustra la democracia en acción. La propuesta original consistía en la creación de un comité que deliberaría y haría recomendaciones relativas al destino de los monumentos y estatuas convertidos en focos de tensión el verano anterior. Tras mayor investigación y reflexión, los promotores: el alcalde Alan Webber, la concejala Carol Romero-Wirth, el concejal Román "Tigre" Abeyta y el concejal Chris Rivera decidieron que se obtendrían mucho mejores resultados mediante un proceso de base comunitaria que invitara y facilitara un diálogo entre miembros de la comunidad. Por ahora, la resolución que sustituye a CHART excluye la idea original del nombramiento de un comité, y en su lugar reclama un proceso democrático basado en la participación comunitaria. El objetivo no es crear un organismo oficial de supervisión, sino fomentar la mayor participación posible de los habitantes de Santa Fe. El proceso requerirá de paciencia, pues no hay soluciones rápidas y duraderas para los agravios históricos y la recompensa será un resultado que sea fruto de la democracia comunitaria activa y que represente a toda la comunidad”. [11]

En esta reunión, varios concejales de la ciudad de Santa Fe explicaron el plan modificado:

> “El enfoque de CHART debe ser que los miembros de nuestra comunidad participen, sean escuchados y compartan sus historias y experiencias. Nuestros objetivos son la sanación de la comunidad y el avance.  Se trata de entenderse entre sí y esta resolución brinda esa oportunidad”, dijo el concejal Abeyta.
>
> “Esta resolución permite centrarse en brindar a la ciudadanía la oportunidad de ser escuchada, de sentirse escuchada y de sanar” dijo la concejala Romero-Wirth.
>
> El concejal Rivera reiteró el deseo de sanación para la comunidad, a la vez que subrayó: “Precisamos iniciar el proceso, necesitamos brindar una oportunidad y una plataforma para que toda la ciudadanía participe, no sólo los líderes de los grupos y los representantes de las organizaciones, sino los miembros de los grupos, las abuelas, los primos y los amigos”. Y continuó: “Necesitamos escuchar lo que quiere la gente y encontrar una forma de avanzar. También quisiera reconocer y agradecer a las muchas personas que se han acercado hasta ahora y compartido comentarios, retroalimentación y sentimientos”[12].

En una carta pública de fecha del 19 de enero de 2022, el alcalde Webber comentó sobre el progreso de la iniciativa CHART:

> “Tras meses de audiencias del comité en las que participaron todos los miembros del ayuntamiento, aprobamos por unanimidad una resolución para iniciar el proceso de CHART, siguiendo un modelo de un proceso dirigido por la comunidad, como el de Albuquerque. Nuestro proceso de cultura, historia, arte, reconciliación y verdad representa una forma comunitaria, abierta, transparente y democrática para que todos los miembros de nuestra comunidad hagan oír su voz y para que puedan escuchar las voces de amigos, vecinos y todos los que de deseen participar. El proceso requiere de conversaciones valientes, en las que nos escuchemos y aprendamos unos de otros con honestidad y respeto y que los funcionarios elegidos del Gobierno de la ciudad,

[11] Proceso de CHART Aprobado 1/13 Respaldado por la Junta de Gobierno entera | City of Santa Fe, New Mexico (santafenm.gov) [En inglés]
[12] Doce miembros del Consejo de la ciudad y el alcalde Webber presentan la resolución sustitutiva del Proceso CHART | Ciudad de Santa Fe, Nuevo México (santafenm.gov) [En inglés]

incluido yo, demos un paso atrás. Estas conversaciones serán para ustedes. Su voz, valores, historias personales y familiares y recomendaciones son lo más importante."[13]

En el presente, y durante las reuniones públicas, se ha mencionado el proceso de Albuquerque, concretamente su "Proyecto de raza, historia y sanación (RHHP en inglés)", una iniciativa de tres meses organizada por la ciudad de Albuquerque después de que las protestas y un tiroteo en el lugar donde se encontraba la estatua de Oñate[14], protestas que culminarían con la remoción de la estatua.

El RHHP giró en torno a una pregunta de si la "estatua de Oñate" debía volver a instalarse en el lugar. He aquí una descripción del proyecto, extraída del resumen del proyecto del RHHP:[15]

"El Proyecto raza, historia y sanación se inauguró en el verano de 2020 en respuesta a las preocupaciones de la comunidad sobre la estatua de Oñate, que forma parte de la instalación de arte público La Jornada en los terrenos del Museo de Albuquerque. El proyecto privilegió el diálogo centrado en la comunidad (los miembros de la comunidad conversando entre sí), lo que condujo a recomendaciones generadas por la comunidad para los líderes de la ciudad".

Los resultados del proyecto de Albuquerque fueron los siguientes:

"La Mesa de soluciones comunitarias del Proyecto raza, historia y sanación recomienda lo siguiente en relación con la estatua de Oñate y La Jornada:

- La estatua de Oñate no será devuelta a la instalación de la 19ª y Mountain.
- La Jornada no permanecerá como está ahora en el terreno de la 19ª y Mountain. Es decir, que La Jornada podría ser reimaginada y/o recontextualizada.

NO se ha determinado en dónde terminará la estatua de Oñate ni cómo podría reimaginarse La Jornada. Por lo tanto, como equipo de facilitación, formulamos también las siguientes recomendaciones a la Junta de las artes y al ayuntamiento:

- Crear más tiempo y espacio para la sanación, reconociendo que los distintos grupos representados tienen necesidades diferentes.
- Generar oportunidades adicionales para que los participantes sugieran lo que ocurrirá con la estatua y la implementación de las recomendaciones anteriores como respuesta".

Mencionamos el RHHP porque dio forma a la idea de la Junta de Gobierno sobre CHART, aunque fue muy diferente en cuanto a su alcance, amplitud y duración, lo que provocó la confusión de muchos habitantes sobre lo que realmente se debería lograr con el proyecto de CHART Santa Fe. Por ejemplo, la resolución sustitutiva de CHART incluye dos tipos de lenguaje en torno a las sesiones de diálogo comunitario, incluyendo, una y otra vez, "sesiones de diálogo comunitario" y, una vez, "las tres sesiones de diálogo" (esta última en referencia a la Mesa de soluciones comunitarias). También se mencionan la primera, segunda y tercera rondas que describen áreas temáticas generales para las "sesiones de diálogo comunitario", en lugar de un número determinado de sesiones.

Entendemos la mención única de las "tres sesiones de diálogo" y la primera, segunda y tercera rondas hacen vagamente referencia al proceso de RHHP de Albuquerque, que duró sólo tres meses.

Afortunadamente, el contrato de CHART aclara al consultor principal, cómo debe ponerse en práctica la resolución en lo relativo a las sesiones de diálogo: "El equipo de consultores de CHART será el

[13] De clic para descargar un PDF de esta carta: Cultura, Historia, Arte, Reconciliación y Verdad (CHART) | Ciudad de Santa Fe, Nuevo México (santafenm.gov) [En inglés]
[14] La ciudad retira la estatua de Oñate tras la violencia del lunes - Albuquerque Journal (abqjournal.com) [En inglés]
[15] rhhp-reporte-combinado -borrador-v1.pdf (cabq.gov) [En inglés]

encargado de cumplir las resoluciones mencionadas mediante convocatorias a sesiones de diálogo comunitario para organizaciones; convocatorias y facilitación, según corresponda, sesiones de diálogo comunitario abiertas en general a los miembros de la comunidad sin afiliación a una organización comunitaria en concreto y moderación de la Mesa de soluciones comunitarias".[16] Para la lista completa de las obligaciones contractuales consulte las páginas 13 y 14 de este informe.

Debido a la confusión sobre el proceso de Albuquerque en relación con CHART, en los tres primeros meses del proyecto dedicamos incontables horas a responder a algunos ciudadanos confundidos y molestos, muchos de los cuales tenían la impresión de que CHART se enfocaría únicamente en la cuestión de si el Monumento a los soldados/"obelisco" se reinstalaría o no (como única cuestión central como en el RHHP); que el consultor y/o el equipo de CHART tomarían la decisión final; que la decisión "ya estaba tomada" por la decisión final sobre la estatua de Oñate en Albuquerque; que sólo habría tres sesiones de diálogo y que sólo unos cuantos asistirían, que la Mesa de soluciones comunitarias decidiría el destino del Monumento a los soldados/"obelisco", entre otras cosas.

Ninguna de las impresiones anteriores representa el proceso de CHART tal y como lo desarrolló y completó Artful Life en su ejecución del contrato. Además, es importante señalar que Artful Life solicitó el contrato basándose en su enfoque de base comunitaria para el desarrollo de las artes y la comunidad, que da prioridad a un sólido proceso de participación pública en el que las comunidades toman las decisiones por sí mismas con decenas y decenas de participantes que trabajan en conjunto.

Por estas razones, vale la pena repetir que en el corazón del proceso CHART dirigido por Artful Life se encuentra el siguiente:

> "…proceso de base comunitaria que invita y facilita el diálogo entre miembros de una comunidad. Por el momento la resolución sustitutiva de CHART ha desechado la idea original del nombramiento de un comité, y en su lugar exige un proceso democrático y de participación de base comunitaria. El planteamiento no consiste en crear un organismo oficial de supervisión, sino de fomentar la mayor participación posible entre los habitantes de Santa Fe".

Este proceso de base comunitaria, tal y como se define en la resolución sustitutiva de CHART, se centra en cuestiones locales, históricas, sociales y culturales más amplias que inciden sobre dónde nos encontramos hoy en día:

> CONSIDERANDO que la ciudad de Santa Fe ("la Ciudad") reconoce las divisiones políticas y culturales en Estados Unidos de América en este momento y ha observado la destrucción del Monumento a los soldados (obelisco) en la plaza, la remoción de la estatua de Don Diego de Vargas del Parque de la catedral por decreto ejecutivo y el tapiado del monumento dedicado a Kit Carson; y
>
> CONSIDERANDO que la ciudad es consciente de que hay un llamado urgente a la acción de parte de los habitantes de la ciudad, los diversos interesados y la Junta de Gobierno para conversar sobre las historias culturales de la ciudad y los puntos de vista actuales para buscar soluciones para un futuro de paz, tolerancia, equidad racial, justicia social, sanación y reconciliación; y
>
> CONSIDERANDO que el liderazgo de la ciudad reconoce la necesidad de crear un proceso de participación comunitaria para estimular a la gente a hablar, a ser escuchada y a escuchar".".[17]

[16] CIUDAD DE SANTA FE, NUEVO MEXICO (santafenm.gov) [En inglés]
[17] CIUDAD DE SANTA FE, NUEVO MEXICO (santafenm.gov) [En inglés]

## Actividades del proyecto

Artful Life LLC diseñó y puso en marcha una amplia gama de actividades del proyecto que conforman la iniciativa CHART para el cumplimiento de los propósitos y proceso mencionados. A continuación se incluye una tabla que sintetiza las actividades realizadas por el equipo del proyecto desde el 12 de agosto de 2021 hasta el 31 de agosto de 2022 y de los requisitos contractuales aplicados durante el periodo de ejecución del proyecto. Para conocer más sobre los métodos de Artful Life consulte la siguiente sección del informe.

Las actividades del proyecto generaron la gran cantidad de información y datos que conforman este informe y sus recomendaciones. En el proyecto CHART participaron 1,372 personas individuales y se produjeron casi 10,000 interacciones (asistencia, incluidas las repeticiones de eventos y actividades; respuestas a encuestas; entrevistas; actividades artísticas, entre otros). Los resultados representan la voz colectiva de la comunidad que narra una historia compleja y a menudo conflictiva.

**Project Activities CHART**

| | # of Events/ Sessions/Meetings* |
|---|---|
| Surveys | 2 |
| Dialogue Sessions | 28 |
| Art Activations | 8 |
| Cultural History Talks/Presentations | |
| *Live* | 3 |
| *Online* | 4 |
| Culture Blog Posts | 37 |
| Meetings with Organizations | 44 |
| One-on-One Interviews | 13 |
| Community Solutions Table | 3 |
| Emails, Phone Calls, Conversations | 1020 |
| Additional Activities/Events *(School Visits, Pete's Place, Juneteenth,* | |
| *Indigenous Ways Festival, Restaurants, SF Place Mall, etc.)* | 9 |
| Team Meetings/Trainings | 46 |
| Reports | 1 |

**excludes social media, MailChimp campaigns, etc.*

## Obligaciones contractuales

Las siguientes actividades están provistas en el contrato de Artful Life con la ciudad de Santa Fe. Todas las actividades se completaron y se efectuaron aún más para maximizar el impacto de la participación comunitaria.

*Gestión*

1. Identificar y capacitar a un equipo de facilitadores para las sesiones de diálogo comunitario, entrevistas individuales, encuestas en línea y la Mesa de soluciones comunitarias;
2. Llevar a cabo sesiones regulares de control para los facilitadores;
3. Diseñar las actividades del proyecto con un evaluador para garantizar la equidad, inclusión y la formulación de preguntas sin sesgo o encuadres;
4. Formar equipos de facilitadores o co-facilitadores de entre los organizadores de las sesiones de diálogo organizativo y comunitario;
5. Garantizar el acceso multilingüe y la accesibilidad, incluida entre otros, atención infantil cuando se autoricen reuniones en persona en el Decreto estatal de salud pública;
6. Gestionar un calendario de participación y un programa de convocatorias para reuniones en línea y en persona, entrevistas y otras interacciones, según sea necesario;
7. Coordinar y establecer los horarios de las reuniones con la persona de enlace del proyecto de la ciudad (Director de arte y cultura);
8. Participar en las reuniones semanales con la persona de enlace del proyecto de la ciudad (Director de arte y cultura) respecto a la logística y los horarios;
9. Colaborar con la persona de enlace del proyecto de la ciudad (Director de arte y cultura) en las actividades de enlace comunitario en toda la ciudad, incluyendo, entre otros, organizaciones y personas;
10. Diseñar, coordinar, implementar y gestionar las comunicaciones, incluyendo redes sociales, boletines de prensa, página web, informes escritos, etc.;
11. Presentar actualizaciones trimestrales a la Junta de Gobierno sobre la situación del proceso CHART;
12. Utilizar el multilingüismo; español y otras lenguas, incluida la lengua de señas estadounidense, según sea necesario.

*Facilitación/capacitación*

1. Convocar sesiones de diálogo comunitario entre organizaciones;
2. Convocar y facilitar, según proceda, sesiones de diálogo comunitario abiertas en general a los miembros de la comunidad no afiliados a una organización comunitaria en concreto;
3. Facilitar reuniones principalmente a través de plataformas en línea, aunque es posible que se organicen algunas sesiones en persona, dependiendo de los decretos de salud pública;
4. Organizar sesiones de capacitación implícita y contra el racismo para los funcionarios elegidos de la ciudad, para el equipo del proyecto de la ciudad, los directivos de la ciudad y/o a otras personas que la ciudad identifique;
5. Facilitar entrevistas individuales;
6. Facilitar la Mesa de soluciones comunitarias;
7. Utilizar el multilingüismo; español y otras lenguas, incluida la lengua de señas estadounidense, según sea necesario.

*Activaciones artísticas*

1. Involucrar a la comunidad artística y cultural de Santa Fe para producir entre cinco y ocho activaciones artísticas siguiendo el modelo, aunque no exclusivamente, del proyecto Monumentos de papel de Nueva Orleans. Llevar a cabo una campaña de enlace comunitario con artistas que incluya a todos los medios, edades y niveles de carrera, con un enfoque particular en los negros, indígenas, personas de color, LGBTQ y no binarios y personas de comunidades normalmente privadas de sus derechos;
2. Ofrecer a los artistas una remuneración en la medida de lo posible;
3. Identificar sitios para las activaciones artísticas, incluidas aquellas fuera de la plaza del centro;
4. Utilizar un proceso de selección de artistas con un formato de convocatoria que sea lo más accesible posible usando una convocatoria simplificada;
5. Coordinar la identificación de los sitios con Enlace de proyectos de la ciudad;
6. Utilizar el multilingüismo; español y otras lenguas, incluida la lengua de señas estadounidense, según sea necesario.

*Series de historia cultural*

1. Crear series de sesiones de historia, sobre el presente y el futuro de Santa Fe y el norte de Nuevo México, tanto en línea como en persona (cuando sea factible);
2. Involucrar a historiadores, artistas, depositarios de cultura, narradores, científicos, creadores, etc. con formatos de interés para una amplia gama de edades e intereses;
3. Grabar y documentar todas las sesiones para que sean accesibles al público a través de la página web de la ciudad/YouTube o similar;
4. Evaluar cada sesión para comprobar su eficacia e impacto.

*Informes y evaluación*

1. Resumir y/o recopilar las notas de los debates de todas las interacciones (convocatorias, entrevistas, encuestas) para la Mesa de soluciones comunitarias;
2. Crear y aplicar una evaluación tanto para los participantes como para los facilitadores del preparado equipo sobre el proceso y los resultados;
3. Utilizar la visualización de datos, infografías, tableros, etc. que expresen los datos usando diversos formatos para transmitir las historias y la información que hay detrás de los números;
4. Generar un informe final sobre la iniciativa de CHART.

# MÉTODOS

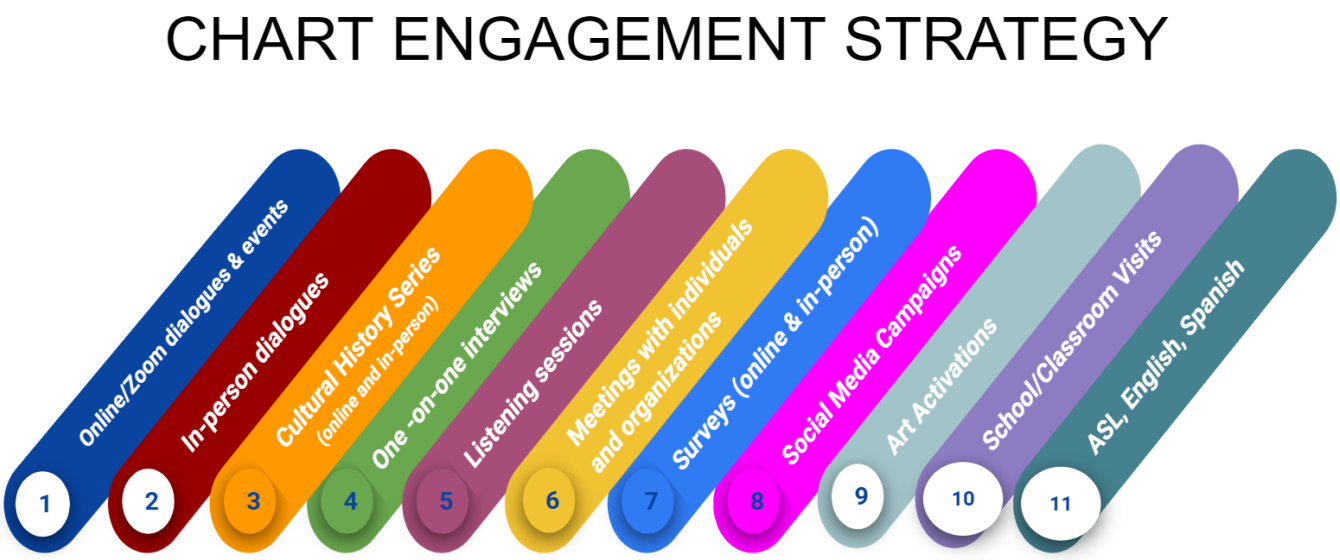

YOUR INPUT ABOUT
TODAY'S PROGRAM
Such a wonderful event
pay respects to our shared value –
A good place to start.
Interesting start to
a not easy process
Im hopeful and
and will watch and
Participate in the process.
Excellent!
Ditto!

# MÉTODOS

**Proceso de participación pública**

La participación pública estuvo al centro del proceso CHART y Artful Life se dedicó a crear un proceso lo más amplio e inclusivo posible. Uno de los retos de un proceso de participación municipal es llegar al mayor número posible de habitantes, muchos de los cuales no necesariamente asisten a las reuniones de los ayuntamientos ni a los diálogos públicos, no se comprometen con sus funcionarios elegidos, ni conocen las iniciativas municipales que buscan su conocimiento y opiniones.

Por esta razón, CHART se puso en contacto con los santafesinos de muy diversas maneras, con la ayuda de un equipo de proyecto amplio y diverso, para recopilar el mayor número posible de historias, sentimientos, creencias, perspectivas y opiniones con actividades tanto en línea como presenciales. Organizamos diálogos en Zoom y en persona, haciendo hincapié en la interacción en grupos reducidos. Nos reunimos con decenas de organizaciones para realizar sesiones para escuchar con atención y debatir. Realizamos entrevistas individuales. Visitamos escuelas para comprometernos con los estudiantes desde preescolar hasta decimosegundo grado. Organizamos presentaciones con expertos en la materia. Aplicamos dos encuestas públicas, disponibles en línea y en persona (en papel). Presentamos cortometrajes seguidos de diálogos. Creamos campañas en los medios sociales y lanzamos un blog de cultura. Hicimos arte con niños, jóvenes y adultos. Nos acercamos a ellos en inglés, español, ASL y mediante el lenguaje universal de los juegos, la poesía, la pintura con los dedos y canciones.




Durante la primera mitad del proyecto, enfrentamos desafíos relacionados con la pandemia de Covid-19, lo que nos impidió realizar actividades intramuros y supuso un acceso limitado a los negocios que seguían cerrados o que empleaban a menos personal en sus establecimientos (ya que muchos trabajadores desempeñaban sus funciones a distancia). Aun así, invertimos un gran esfuerzo en crear y aplicar una amplia gama de mecanismos a pesar de las limitaciones.

Por ejemplo, nuestra primera encuesta se distribuyó principalmente por internet, aunque también aplicamos encuestas impresas en algunos lugares públicos, respetando los decretos de salud

pública. Nuestra primera plática de la Serie de historia cultural se efectuó por internet (y posteriormente estuvo disponible en YouTube), seguida de una plática de asistencia limitada en febrero (también disponible posteriormente en línea) con el público con cubrebocas. A estas dos interacciones les siguió un evento en vivo en marzo (también disponible posteriormente en línea). Algunas sesiones de diálogo público se celebraron por Zoom hasta que fue posible reunirnos de manera segura en persona. Visitamos las aulas en línea hasta que fue seguro visitar las escuelas en persona. Iniciamos un blog de cultura para facilitar la participación en línea de aquellos que todavía estaban nerviosos por salir de casa y de los que preferían participar desde la comodidad de su computadora de escritorio, una laptop o tableta. En otras palabras, nos esforzamos por cumplir los decretos de salud pública a la vez que seguíamos avanzando con las actividades de CHART durante el período de ejecución del contrato.

**Diálogo en grupos reducidos**

Un elemento central de la participación pública en forma de diálogos fueron los grupos reducidos. Tanto los diálogos en línea como los presenciales incluyeron dividir a los participantes en pequeños grupos de cuatro a seis personas con preguntas específicas. Las preguntas estuvieron disponibles en la página web de CHART antes de los eventos programados y también se enviaron por correo electrónico a las personas inscritas de forma que los participantes tuvieran tiempo de reflexionar en las preguntas de antemano.

También empleamos un formato de “círculo de conversación” para cada grupo en pequeño, asignando el mismo tiempo (normalmente 2 minutos por ronda) para que cada persona hablara y compartiera, pasando por el círculo en el mismo orden cada vez. Este formato no sólo garantizó que los oradores tuvieran el mismo tiempo, sino que permitió escuchar principalmente. La necesidad de escuchar surgió repetidamente en las respuestas a nuestra primera encuesta: los encuestados consideraron que escuchar era sumamente necesario en el diálogo público sobre temas difíciles.

> “El proceso CHART puede contribuir en gran medida a la cultura que queremos. Una cultura en la que seamos sinceros y estemos atentos a la vez, en la que sea natural practicar una escucha atenta profunda y reflexiva. Una cultura en la que seamos capaces de dejar entrar al otro en nuestra mente; en nuestro corazón. Invitar a la gente a usar su imaginación para intentar sentir realmente lo que es ser alguien muy distinto a uno mismo” (Encuestado, Encuesta 1)

Durante las sesiones de diálogo en grupos reducidos, los facilitadores capacitados de CHART contaron el tiempo para cada persona y para toda actividad, además de guiar a los participantes con indicaciones y preguntas. Los facilitadores de CHART no expresaron opiniones ni defendieron ninguna postura sobre ningún tema. Su labor consistió en garantizar otorgar la misma cantidad de tiempo a cada participante y ayudar a cada grupo reducido a avanzar en el proceso mientras otro miembro del equipo tomaba notas minuciosas. Cuando CHART se reunió con las organizaciones, a solicitud suya, sugerimos este mismo formato para las reuniones.

El lector podrá consultar un plan de actividades detallado de CHART en el Apéndice E. Encontrará nuestras pautas para el diálogo civil, entregadas a los participantes de CHART, en el Apéndice C.

El énfasis en la interacción de los grupos reducidos es una mejor práctica que Artful Life ha utilizado con gran efectividad durante muchos años:

> “El grupo en pequeño es la unidad de transformación. El grupo reducido es la estructura que permite que se escuchen todas las voces. Es en los grupos de tres a doce personas donde se gesta la cercanía. Esta conversación cercana hace que el proceso sea personal y brinda una estructura en la que las personas salen del aislamiento y en la que se crea la experiencia de sentido de pertenencia. El grupo en pequeño es el puente entre nuestra propia existencia individual y la comunidad más amplia. Algo casi místico, innegablemente misterioso, ocurre cuando los ciudadanos se sientan en un grupo reducido, pues a menudo se vuelven más auténticos y personales entre sí entonces más que en otros entornos”.[18]

**Mesa de soluciones comunitarias**

Una actividad que cabe mencionar aquí es la Mesa de soluciones comunitarias (MSC). El contrato de CHART incluye las siguientes instrucciones para poner en marcha esta parte del proceso: “Facilitar la Mesa de soluciones comunitarias” y “Diseñar la Mesa de soluciones comunitarias con un evaluador para garantizar la equidad, inclusión y preguntas/encuadre sin sesgos". De acuerdo con estos requisitos y con la metodología del proyecto, Artful Life elaboró la siguiente descripción más detallada de la MSC:

> “La Mesa de soluciones comunitarias estará conformada por personas que hayan participado sistemáticamente en el proyecto y cuyas distintas actividades se determinarán después de que se hayan celebrado la mayoría de los actos de participación pública. Los miembros de la Mesa de soluciones comunitarias tendrán por diseño características de diversidad y deberán ser representativos de la comunidad de Santa Fe en cuanto a edad, identidad de género, orientación sexual, raza y antecedentes culturales. Se incorporará un equilibrio de perspectivas y opiniones sobre la cultura, las historias y los relatos de la ciudad, así como un equilibrio de perspectivas sobre el obelisco y otros monumentos y estatuas de la comunidad.
>
> Como grupo, los miembros de la Mesa revisarán el conjunto de datos recopilados durante las actividades de participación pública (encuestas, notas de las sesiones de diálogo, notas de las entrevistas individuales, resultados de las activaciones artísticas, respuestas a los eventos de la Series de historia cultural, etc.) y los utilizarán como fundamento para proponer las recomendaciones que se incluirán en el informe final. Este proceso garantiza que las recomendaciones se basarán en los cientos de respuestas de los miembros de la comunidad que reflejan un proceso de participación pública sólido y diverso, y no en las opiniones de unos cuantos. Esta era la intención de la Junta de Gobierno al rechazar un proceso limitado a un comité o junta conformada por un número limitado de personas”.

Artful Life recopiló los resultados de la participación pública (notas de los diálogos y las entrevistas, resultados de las encuestas, análisis de la Encuesta 1 y datos adicionales) para su estudio y revisión por parte de los miembros de la MSC: dos carpetas con 330 páginas de información. Los miembros recibieron el material tres semanas antes de un fin de semana de reuniones. En las reuniones, los miembros de la MSC conversaron sobre las conclusiones, deliberaron y decidieron qué cuestiones/temas querían abordar para las recomendaciones a la Junta de Gobierno de la ciudad de Santa Fe. Se incluyen en el informe las recomendaciones de la MSC (un subconjunto de todas las recomendaciones del informe).

[18] Block, Peter. *Community: The Structure of Belonging*. [*Comunidad: La estructura del sentido de pertenencia*] Berrett-Koehler, 2009, pág. 95

**Seguimiento de asistencia y datos demográficos**

A lo largo del proyecto hicimos un seguimiento de la asistencia a todas las actividades y eventos, así como a las reuniones y llamadas telefónicas. Analizamos los datos para determinar cuántos participantes eran "individuales", así como el número total de "participaciones", que incluía la asistencia/participación repetida. También hicimos un seguimiento del "alcance", es decir, cuántas personas recibieron los correos electrónicos, las actualizaciones y boletines de MailChimp y los envíos de correos masivos de CHART de la ciudad de Santa Fe, así como de los lectores de los artículos de prensa sobre CHART (estos últimos con cifras de lectores proporcionadas por los medios de comunicación). Esta información nos ayudó a generar las siguientes estadísticas:

1,372 participantes individuale
9,911 participaciones
37,199 alcance

También hicimos un seguimiento, con la mayor frecuencia posible, de quiénes participaban en las actividades de CHART usando los siguientes datos demográficos: edad, código postal y/o etnia y raza y/o otros descriptores brindados por los participantes. A veces esto resultaba fácil, por ejemplo, al solicitar dicha información en los formularios de preinscripción en línea; pero en el caso de otras actividades de CHART (por ejemplo, eventos sin cita previa en parques y centros comerciales, refugios para personas sin hogar y bibliotecas) la recopilación de información demográfica podría haber dado lugar a procesos de inscripción engorrosos o haber desanimado a algunos habitantes a participar. A lo largo de todo el proyecto nos aseguramos de solicitar constantemente a los participantes que fueran francos con sus opiniones y de que los debates sobre temas como los monumentos y la equidad podrían sacar a la luz temas delicados de racismo y discriminación.

Muchos participantes estaban muy conscientes del diálogo cáustico en torno al Monumento a los soldados/"obelisco" presente en los foros públicos y en los medios de comunicación y algunos expresaron la preocupación de no sentirse seguros si compartían sus opiniones con franqueza. Por ejemplo, un residente nos dijo: "Tenemos hijos que asisten a la escuela", a la vez que expresaba su reticencia a hablar con franqueza frente a otros sobre lo que supone ser una persona negra que vive en Santa Fe. Otras personas desconfían de los datos demográficos por diversas razones.

> "Según Kader et al. (2022), existen inquietudes de privacidad relacionadas con los resultados desglosados, especialmente entre poblaciones reducidas. Por ejemplo, se teme que los resultados puedan utilizarse para acosar a sectores específicos de la población y que puedan dar lugar a interpretaciones erróneas intencionadas que alimenten estereotipos y discriminación. Se plantean problemas adicionales cuando se limitan las opciones de respuesta y algunas personas podrían no responder porque se sienten excluidas si la raza/etnia con la que se identifican no figura en la lista o cuando ninguna de las respuestas es pertinente para su caso".[19]

Por esta razón, fuimos cuidadosos con los requisitos de los "selección" en los eventos de CHART y también tomamos la decisión de volver anónimas las notas de los diálogos, reuniones, sesiones de atención y debates para proteger a nuestros participantes.

Con la información demográfica que pudimos recopilar y a través de una meticulosa observación de quiénes participaban en el proyecto, hicimos un seguimiento de quiénes asistían y quiénes no. En los puntos donde identificamos lagunas, redoblamos nuestros esfuerzos para llegar a aquellos cuyas voces debían escucharse. Llegar a los habitantes de color fue un objetivo particular, al igual que al segmento de la población de la ciudad y del condado de entre 20 y 29 años.

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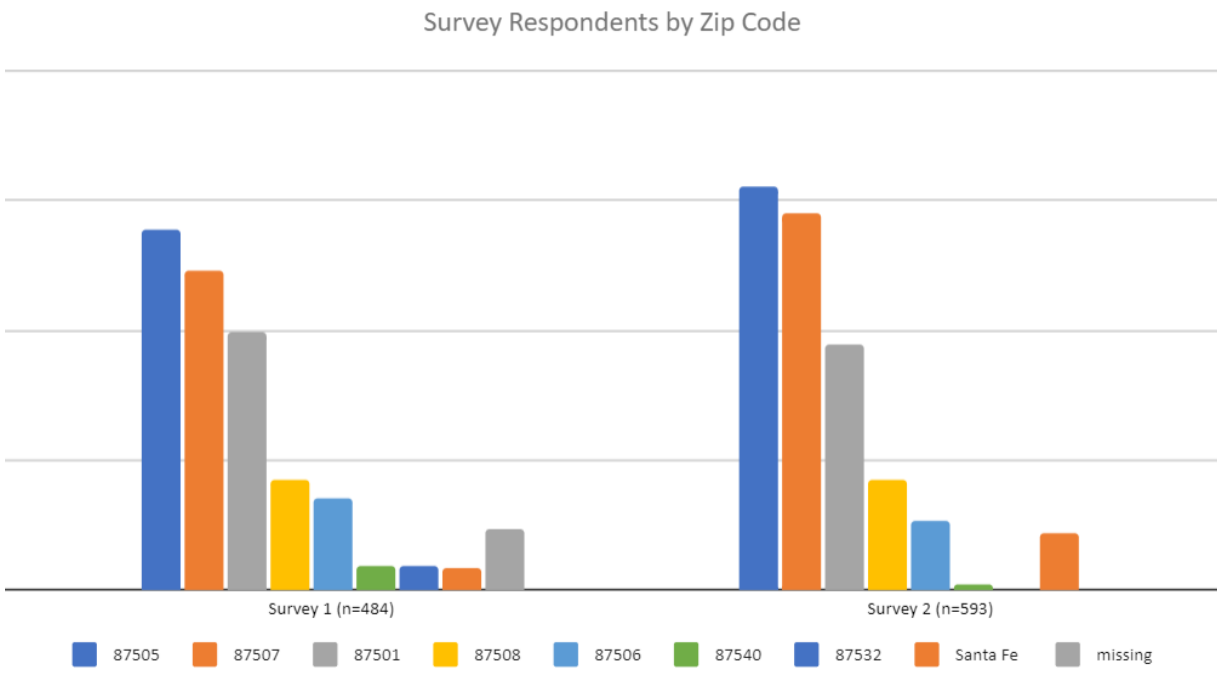
[19] "Disaggregating Race/Ethnicity Data Categories: Criticisms, Dangers, and Opposing Viewpoints." ["Cómo desagregar las categorías de raza/etnicidad: Peligros y opiniones contrarias"] Kader, F., Doan, LN, Lee, M., Chin, MK, Kwon, SC y Yi, SS. Marzo 25, 2022. En HealthAffairs. (https://www.healthaffairs.org/do/10.1377/forefront.20220323.555023/, acceso más reciente 7/29/22.

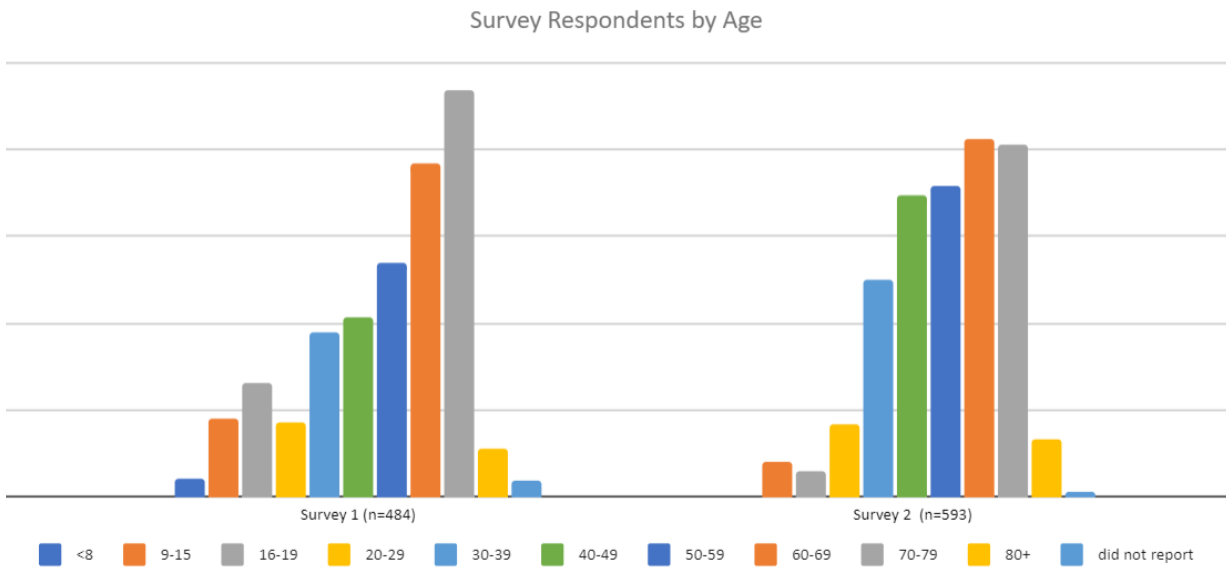
En lo particular establecimos relaciones con los cuatro pueblos situados en el condado de Santa Fe: Tesuque/Tet-Sugeh; San Ildefonso/Po-Woh-Geh-Owingeh; Pojoaque/P'o-suwae-geh y Nambé/Nanbé Owingeh; así como con el Instituto de artes indígenas de Estados Unidos de América y las organizaciones que prestan servicios a los pueblos indígenas de la ciudad y el condado. También celebramos varios eventos en el centro comercial Santa Fe Place, donde pudimos relacionarnos con personas cuya primera lengua es el español, con inmigrantes de más reciente arribo a Santa Fe y adolescentes y familias jóvenes. Celebramos eventos con adolescentes en las escuelas preparatorias de Pojoaque y Capital y las escuelas públicas de Santa Fe nos ayudaron en especial a difundir las encuestas y eventos entre los estudiantes, profesores y personal. CHART también asistió a eventos especiales como la Midtown Block Party, el Festival de las costumbres indígenas y *Juneteenth*. También pasamos una tarde en Pete's Place, elaborando arte y hablando con miembros sin hogar de nuestra comunidad.

CHART también creó y utilizó una lista de más de 140 organizaciones de Santa Fe (véase la lista en el Apéndice A) para comunicarnos por correo electrónico y/o boletines de MailChimp invitando a sus miembros/clientes y personal a participar en las actividades de CHART. Esta lista incluye organizaciones como los Caballeros, la NAACP, EarthCare, la Human Rights Alliance [Alianza por los Derechos Humanos], la Liga de ciudadanos nipón-estadounidenses (capítulo de Nuevo México), el Consejo de la Fiesta, la Asociación de la Vieja Santa Fe y la organización Exploring Whiteness and Understanding Privilege [Explorar el ser blanco y comprender el privilegio], entre muchas otras. En respuesta a estas invitaciones, nos reunimos con 44 de las organizaciones de la lista.

En cuanto a la edad, código postal y etnia y raza, la imagen más fidedigna de quienes participaron en CHART se identifica mejor en los resultados de las Encuestas 1 y 2 (edad y código postal) y de la Encuesta 2 (etnia y raza). Como se ha mencionado anteriormente, no solicitamos información demográfica en cada evento, por las razones expresadas más arriba. Por ello, las tablas siguientes no constituyen la representación perfecta general de todos los que participaron en CHART, aunque nos brindan una idea.



El cuadro muestra que la mayoría de los encuestados de CHART de las Encuestas 1 y 2 que proporcionaron esta información viven en tres códigos postales: 87505, 87507 y 87501.




En cuanto a la participación por edad, las personas de 60 a 69 años y de 70 a 79 años representan el 19.2% y el 23.3% (respectivamente) de los encuestados de la Encuesta 1 y el 20.2% y el 20.6% (respectivamente) de los de la Encuesta 2. Con base en la Encuesta de la comunidad estadounidense (ACS en inglés) de 2019, estos porcentajes coinciden con la población de Santa Fe, en general.[20]

En cuanto a la etnia/raza, como se mencionó anteriormente, sólo tenemos resultados parciales: los datos de la pregunta 38 de la Encuesta 2. Aunque recopilamos información sobre la raza/etnia en los formularios de registro del diálogo público mediante la siguiente pregunta:

> "Por favor, cuéntenos un poco sobre su origen. La creación de grupos de debate diversos es importante para CHART. Saber más sobre su raza, etnia, origen, etc. nos ayudará a formarlos"

La respuesta era voluntaria. El 48% no respondió. Del resto, el 21% se autoidentificó como hispano; el 25% se autoidentificó como blanco y el 4% se autodescribió de diversas maneras.

Los resultados de la Encuesta 2, P38, se incluyen a continuación.

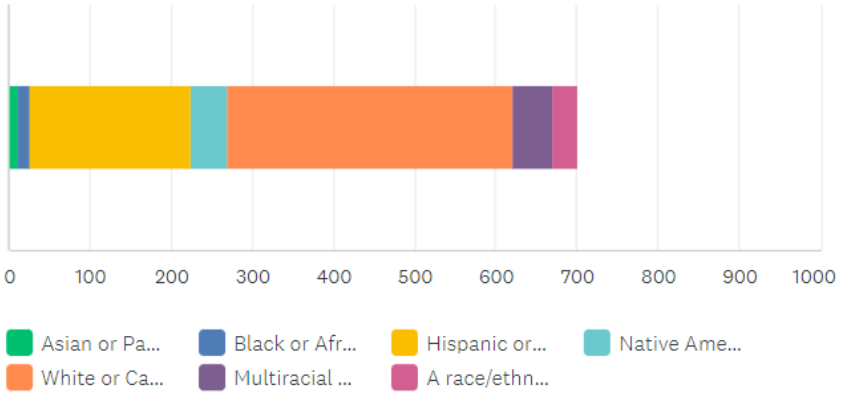
**P38**
¿Cuál de las siguientes opciones le describe mejor? (Marque todas las opciones que correspondan)

[20] Fuente: ACS-2019, https://censusreporter.org/profiles/05000US35049-santa-fe-county-nm/ acceso más reciente el 1/30/22.

Q38

## Which of the following best describes you? (Check all that apply)

Answered: 589 Skipped: 50




| ANSWER CHOICES | RESPONSES |
|---|---|
| Asian or Pacific Islander | 2.04% |
| Black or African American | 2.55% |
| Hispanic or Latino | 33.62% |
| Native American or Alaskan Native | 7.47% |
| White or Caucasian | 59.93% |
| Multiracial or Biracial | 8.15% |
| A race/ethnicity not listed here | 5.43% |
| **Total Respondents: 589** | |

Es importante señalar que los encuestados podían “Marcar todo lo que corresponda” y los resultados depurados muestran que el 60% de los que se autoidentifican como negros o afroamericanos marcaron más de una casilla; el 57% de los que se autoidentifican como indígenas americanos o isleños del Pacífico marcaron más de una casilla; el 50% de los que se autoidentifican como asiáticos o isleños del Pacífico marcaron más de una casilla; y el 31% de los encuestados que se autodescriben como “hispano/latinos” marcaron más de una casilla.

En las secciones “cultura” e “historia”, más adelante, hablamos de la naturaleza marcadamente compleja de la comunidad actual de Santa Fe. Es por eso por lo que el seguimiento de los datos demográficos con categorías exclusivas resulta problemático.

**Equipo del proyecto**

Nuestro equipo de proyecto también resultó esencial para un sólido proceso de participación pública. Las codirectoras Valerie Martínez y Jenice Gharib aportaron los conocimientos y la experiencia necesarios para emprender y completar con éxito el proyecto. Alexis Kaminsky se unió al equipo como evaluador del proyecto, al igual que Kearsley Higgins como coordinadora administrativa. En cuanto al equipo de facilitación, en septiembre de 2021 Artful Life lanzó una convocatoria abierta para que cualquier santafesino presentara su solicitud. CHART recibió 155 solicitudes para un equipo de 14 miembros (incluyendo 4 puestos de pasantes de preparatoria), seleccionó a los solicitantes para las entrevistas y después contrató al equipo de medio tiempo por contrato.

Al elegir a los miembros del equipo, las codirectoras se centraron en a) la diversidad (edad, raza, etnia, LGBTQAI+, código postal de residencia, años de vivir en Santa Fe, etc.) y b) la capacidad de fungir como facilitadores de un proceso comunitario en contraposición a ser defensores de una causa, posición u opinión concreta. Dado que el contrato de CHART requería activaciones artísticas, también era importante contratar a artistas, así como a profesionales de la cultura con experiencia en la participación comunitaria. Todos los miembros del equipo, excepto Martínez (que nació y creció en Santa Fe, aunque actualmente vive en Albuquerque) y Kaminsky, son habitantes de la ciudad o del condado de Santa Fe.

Los miembros del equipo llegaron al proyecto con experiencia considerable en una amplia gama de áreas y disciplinas. Aun así, como no habían trabajado juntos anteriormente participaron en actividades de creación de equipos, así como a una formación en facilitación comunitaria. Durante el proyecto, trabajamos como un gran grupo y también en equipos más reducidos en tareas específicas.

Nombramos aquí a los miembros de nuestro equipo para reconocer su notable dedicación, trabajo y servicio a este amplio y complejo proyecto:  Maureen Burdock, Hernán Gómez Chávez, Tintawi Kaigziabiher, Simesha McEachern, Peter Cuong Nguyen, M.O. (pasante de preparatoria), Kenneth Pin, Trace Rabern, A.R. (pasante de preparatoria), Tomás Romero (in memoriam), Santiago Sánchez y Lucero, R.T. (pasante de preparatoria) y Mark Westberg. Tomás Romero, un miembro muy querido y admirado del equipo de CHART, falleció durante el proyecto. Nos destrozó el corazón y estamos eternamente agradecidos por sus contribuciones al proyecto.

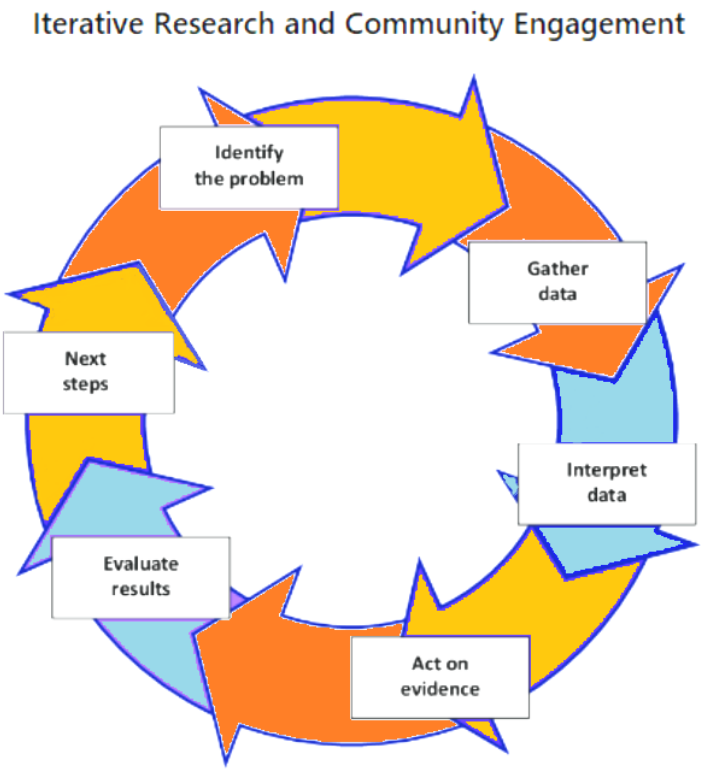
Para consultar las semblanzas del equipo CHART consulte el Apéndice B y la página web del proyecto.

**Proceso iterativo**

Comenzando con la Encuesta 1, CHART se basó en un proceso iterativo para la recopilación de datos, reflexión y acción durante todo el proyecto. Este tipo de metodologías están bien establecidas en la investigación-acción participativa y tienen una historia de larga data en los campos de la educación, gestión de proyectos e investigación basada en la comunidad[21].  La figura siguiente, “Investigación iterativa y participación comunitaria”[22], muestra las etapas de las metodologías iterativas.

[21]Dos buenas fuentes de información sobre procesos interactivos: Cennamo, Katherine and Debby Kalk, *Real World Instructional Design: An Iterative Approach to Designing Learning Experiences [Diseño de instrucción para el mundo real: un enfoque iterativo para el diseño de experiencias de aprendizaje]*, Routledge, 2018 y Hasbrouck, Jay, *Ethnographic Thinking: From Method to Mindset [Pensamiento etnográfico: de método a mentalidad],* Routledge, 2017.

[22] Lovemore, T., Robertson, S., & Graven, M. (2021). Enriching the teaching of fractions through integrating mathematics and music [Enriquecer la enseñanza de las fracciones mediante la integración de las matemáticas y la música]. *South African Journal of Childhood Education 11*. Licencia autorizada por Creative Commons Attribution 4.0 International.




Las etapas iniciales se centran en la identificación de un problema o cuestión. Se recopilan datos sobre el problema para comprenderlo mejor desde múltiples perspectivas y una variedad de fuentes. Después se analizan los datos para examinar los temas y las tendencias, así como las áreas de convergencia y divergencia. Entonces se utilizan algunas conclusiones para diseñar intervenciones de las que se recopilan más datos para evaluar el impacto de las actividades y definir acciones futuras. El ciclo continúa de forma helicoidal y cada iteración se desarrolla con base en los aprendizajes anteriores.

El proceso iterativo de CHART comenzó con la Encuesta 1. La encuesta estuvo compuesta por tres preguntas amplias y abiertas diseñadas para obtener una amplia gama de opiniones y experiencias de los habitantes de Santa Fe y pretendía contribuir a identificar las principales preocupaciones de la comunidad. Las preguntas de la encuesta fueron:

1. ¿Cómo podemos entender mejor la historia de Santa Fe?
2. ¿Cómo podemos establecer relaciones más sanas a la vez que reconocemos nuestras diferencias?
3. ¿Cómo podemos convertirnos en buenos ancestros para nuestros hijos, sus hijos y las futuras generaciones?

Las respuestas a la encuesta se recopilaron de octubre a diciembre de 2021 tanto en línea como en persona en varios sitios físicos, obedeciendo los decretos estatales de salud pública para COVID-19.

Para la fecha límite de la encuesta, el 31 de diciembre de 2021, CHART obtuvo 484 respuestas utilizables,[23] 78,269 palabras, o cerca de 300 páginas de texto a un solo espacio.[24] Los problemas, los reclamos y las preocupaciones que surgieron del análisis de estas respuestas se usaron como información para las actividades posteriores del programa y para centrar la recopilación de datos adicionales.

CHART actuó a partir de lo aprendido en la Encuesta 1 para seleccionar los temas del diálogo público, las Series de historia cultural y las activaciones artísticas. Los monumentos (en general y el Monumento a los soldados/“obelisco” en particular) fueron el tema central de los diálogos públicos de enero y del programa "Sueños y conversaciones monumentales". La equidad y el sentido de pertenencia también fueron temas importantes para los habitantes, según las respuestas y el análisis de la Encuesta 1. Estos temas se convirtieron en el foco de las sesiones de diálogo público de febrero y marzo.

Los datos de las evaluaciones también son importantes para el proceso iterativo y CHART empleó diferentes mecanismos para recopilar opiniones durante el proyecto. Por ejemplo, se envió un breve formulario de evaluación a los participantes que se preinscribieron y asistieron a las sesiones de diálogo público, así como a los que se inscribieron en el lugar (ya sea en línea o en persona) y los resultados de éstos se usaron para mejorar las actividades posteriores[25]. Para el evento CHART del 14 de noviembre de 2021 colocamos grandes hojas de papel blanco y marcadores en las mesas las salidas de Frenchy's Field para que los participantes pudieran escribir sus opiniones del evento mientras se retiraban. En el centro comercial Santa Fe Place, para un evento sin previa cita, se colocaron grandes notas adheribles *post-it* en la pared para estimular las respuestas de los asistentes.

El proceso iterativo usado por CHART también se utilizó para desarrollar la Encuesta 2, un cuestionario de 39 preguntas basado en los datos recopilados durante los primeros siete meses del proyecto y con la idea de generar recomendaciones para la Junta de Gobierno. Se diseñaron preguntas específicas para recopilar información cuantitativa. Por ejemplo, la Encuesta 2 incluía múltiples preguntas sobre el arte público en Santa Fe, basadas en las cuestiones y preocupaciones planteadas anteriormente en el proceso de CHART. Estos puntos preguntaban sobre los sobre procedimientos de la ciudad para aprobar u oponerse al arte público, la distribución del arte público en toda la ciudad y el rol de las aportaciones del público en las decisiones sobre arte público. Las siete opciones enumeradas en la pregunta de qué hacer con el Monumento a los soldados (Encuesta P18) se extrajeron de la primera encuesta y las recomendaciones hechas sobre el obelisco.[26]

Por último, el proceso iterativo también se utilizó para el trabajo de la Mesa de soluciones comunitarias (MSC). Se usaron las recomendaciones de la Encuesta 1, los resultados de la Encuesta 2; las notas de los diálogos, entrevistas y otras actividades de CHART y datos adicionales para armar dos carpetas de información (330 páginas) que los miembros de la MSC tuvieron que revisar, estudiar y emplear como base para sus deliberaciones y recomendaciones.

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[23] Se presentaron 497 respuestas a la encuesta en total. Trece fueron excluidas porque eran de personas que no eran habitantes de Santa Fe.

[24] Estos análisis fueron presentados a la Junta de Gobierno de Santa Fe como parte de la actualización del segundo trimestre.

[25] Los porcentajes de respuesta se indican en el apartado de recopilación de datos.

[26] La pregunta 18 decía: ¿Qué debería hacerse con el Monumento al soldado ("obelisco") en la Plaza de Santa Fe? Opciones de respuesta: (a) Restaurar el monumento con su leyenda original; (b) Restaurar el monumento con su leyenda original y añadir un lenguaje que anime a entenderlo y valorarlo en su totalidad; (c) Restaurar el monumento con una leyenda diferente; (d) Trasladar el monumento a un lugar diferente; (e) Reemplazar lo que queda del monumento por otra cosa; (f) Retirar lo que queda del monumento y dejar el espacio sin ocupar; y (g) Sin opinión: lo que ocurra con el monumento no es importante para mí.

**Recopilación y análisis de datos**

CHART recopiló datos durante toda la vida del proyecto. Se recopiló información en cada sesión de diálogo, en cada actividad y evento, en cada reunión, en cada entrevista, en cada correo electrónico y en cada llamada telefónica, a través de la página web y medios sociales y mediante encuestas, que resultó en una gran cantidad de información que constituye la base de este informe.

CHART analizó los datos de varias formas diferentes en función de su tipo y de cómo se iban a utilizar. Se recopilaron dos tipos principales de datos: 1) datos cualitativos abiertos y 2) datos cuantitativos cerrados. Se llevó a cabo un análisis con el fin de planificar el proyecto, ejecutarlo y presentar informes.

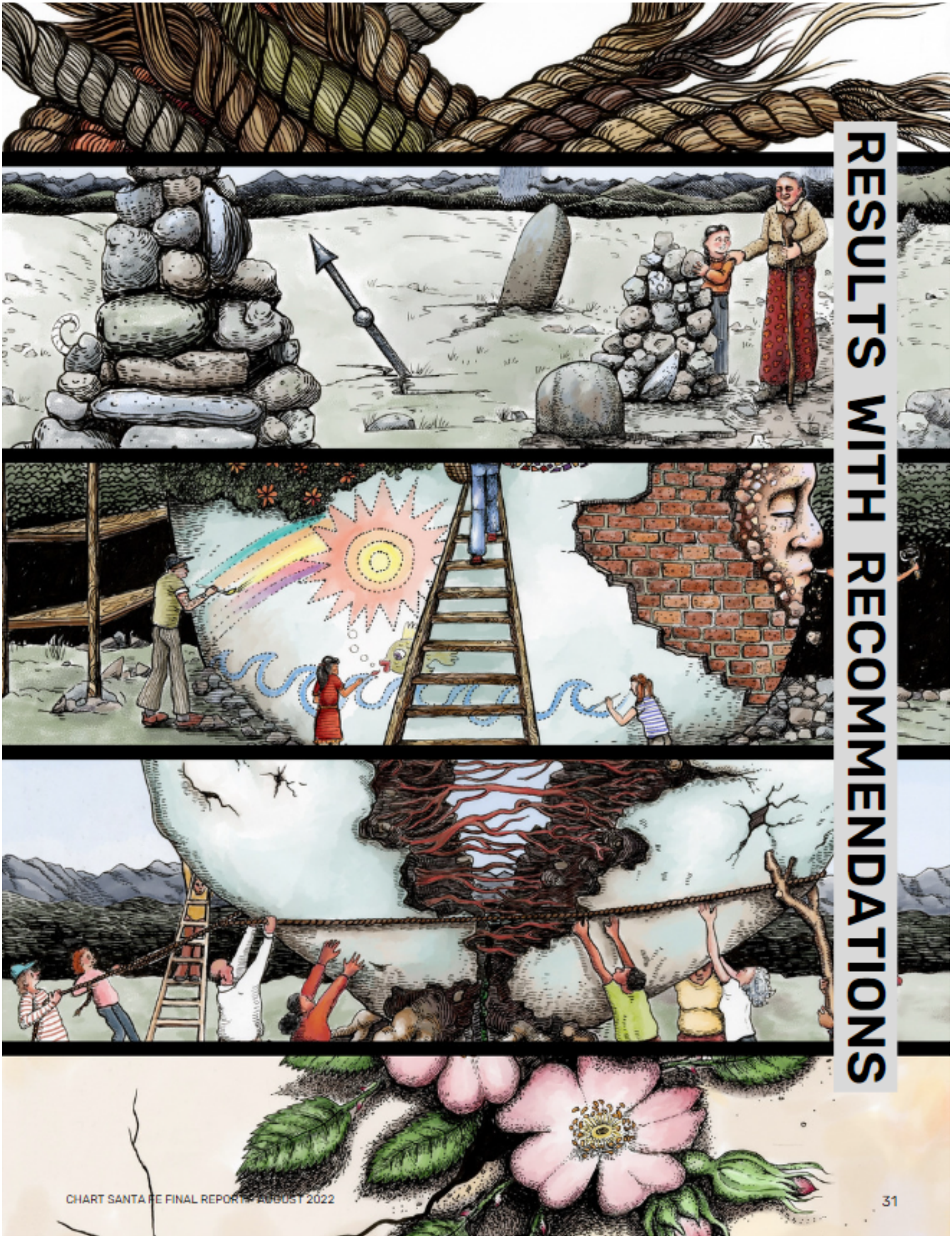
Los datos cuantitativos se recopilaron a través de los registros de alcance y participación, de los formularios de evaluación y de la Encuesta 2. Se calcularon frecuencias simples utilizando Excel 2016 para Mac y Survey Monkey. Los datos se organizaron para su visualización en gráficas de barras. Cuando se recopilaron datos demográficos también se analizaron para determinar las edades, los lugares y, posteriormente, la raza/etnia de los participantes. Esta información se utilizó para informar sobre el alcance y los informes.

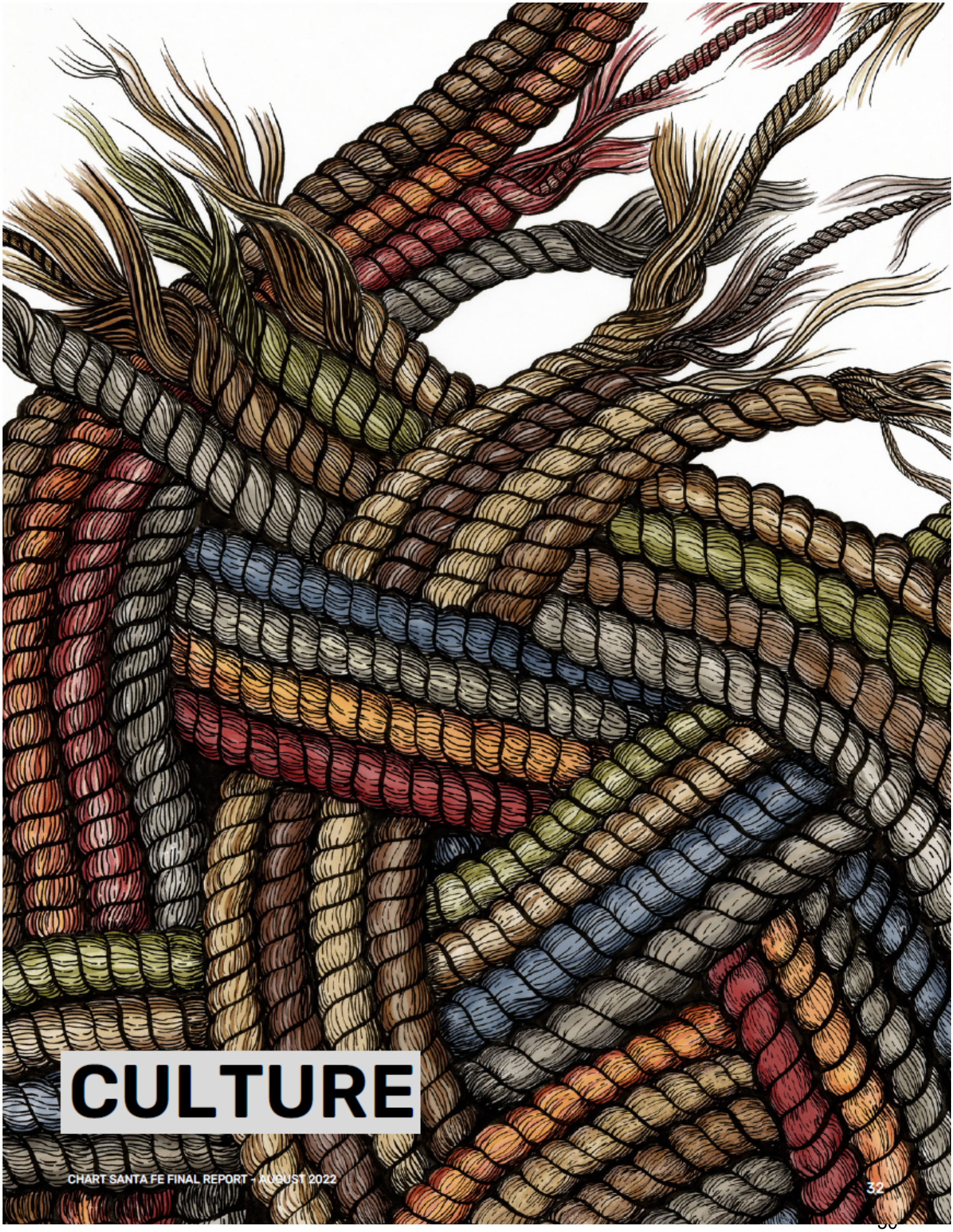
Los datos cualitativos de la Encuesta 1 se analizaron utilizando varias estrategias propias de los métodos cualitativos. Desde el principio se formó un pequeño grupo de análisis compuesto por miembros experimentados del equipo CHART para identificar las recomendaciones, así como los temas emergentes, cuestiones, reclamos e inquietudes. La codificación se realizó en Dedoose 9.0, una plataforma de análisis cualitativo (www.dedoose.com) y en Excel 2016 para Mac.

En el Apéndice D se brindan más detalles sobre la recopilación y el análisis de datos.

En general, en cuanto a sus métodos, el proyecto CHART se dedicó a obtener una sólida participación pública e informada y mejorada mediante un proceso iterativo que fomentó una participación más amplia e inclusiva. El conjunto de datos recopilados y analizados como resultado de este enfoque es sustancial y revelador. Nos permite contar una historia compleja que se explica en las conclusiones y recomendaciones en las secciones posteriores de este informe final.

# RESULTS WITH RECOMMENDATIONS





# CULTURE

“... debemos ayudar a los niños a entender la belleza y la bondad de cada cultura y a entender que hay que valorar las diferencias y no elegir como si una fuera mejor que otra. Es importante también hacer hincapié en la belleza de otras culturas que están poco representadas en nuestra comunidad”. *–Encuestado, Encuesta 1*

“Lo que he visto es que la comunidad se alimenta de la cultura indígena, pero no se les suele reconocer ni consultar”. *–Participante en un diálogo público*

“Me encantaría ver más obras de arte interactivo, en lugar de monumentos o estatuas, placas. Elementos como parques acuáticos, áreas de juego, instalaciones musicales interactivas, laberintos, jardines, huertos, parcelas de moras, fuentes, parques fluviales (cosas interesantes para hacer en los parques y mesas de picnic). Pienso en las ciudades en las que he vivido y en los lugares en los que te encuentras con gente diferente a ti y son espacios abiertos con una experiencia que vivimos todos juntos. Santa Fe se siente muy estancada en sus opciones artísticas en la ciudad. Hay mucho potencial allá afuera”. *–Encuestado, Encuesta 1*

“La ciudad de Santa Fe debería patrocinar y organizar una conferencia de historia multicultural y antropológica junto con algún festival anual importante que atraiga siempre a residentes y turistas”. *–Encuestado, Encuesta 1*

“Hacer participar a nuestros hijos en eventos cívicos que celebren todas las culturas”. *–Encuestado, Encuesta 1*

“Para mantener la relevancia a través de las futuras generaciones tenemos que mantenernos al día de la forma en que las generaciones más jóvenes aprenden o participan. Tener grupos de jóvenes conformados por diferentes culturas que planifiquen el futuro y el cómo enorgullecerse de su historia”. *–Encuestado Encuesta 1*

“Necesitamos tener programas de empleo para jóvenes EN y PARA LA CIUDAD, para que los jóvenes se involucren en mejorar la ciudad y tengan algo que hacer a cambio de una remuneración, además de la escuela. Estos lugares deben estar cerca de la ruta del autobús y algunos deberían estar en la zona sur de la ciudad. Estos programas deberían centrarse en conseguir jóvenes y una presencia en el espacio lo más amplia posible. También deberían integrarse a celebraciones para “invitar a la familia", ceremonias de entrega de premios o eventos en que los programas lleven un tiempo operando para que los jóvenes participantes animen a sus familias a asistir. Estos eventos deberían fomentar el discurso público y la creación de vínculos (juegos)”. *–Encuestado, Encuesta 1*

“Al respetar y aprender del arte, los relatos y las tradiciones de nuestros predecesores, enriquecemos nuestra vida actual en un contexto presente y esperamos resistirnos a repetir los errores del pasado. Las características duraderas de una cultura se desarrollan con el tiempo y a través de la evolución orgánica de una población informada sobre el pasado”. *–Encuestado, Encuesta 1*

# CULTURA

## ¿Qué es la cultura?

**NOTA SECUNDARIA:**

“cultura” (sustantivo)

> “Creencias tradicionales, formas sociales y rasgos materiales de un grupo racial, religioso o social; y también los rasgos característicos de la existencia cotidiana (como las diversiones o un modo de vida) compartidos por la gente en un lugar o una época; la cultura popular, la cultura sureña (Fuente: *Diccionario Merriam-Webster en línea*)

Las expresiones culturales pueden incluir la música, la danza, el arte, diseños, alimentos, prendas de vestir, nombres, signos y símbolos, representaciones, ceremonias, formas arquitectónicas, artesanías y relatos, o muchas otras expresiones artísticas o culturales”.[27]

En las respuestas a la Encuesta 1, múltiples habitantes expresaron que la tierra y el agua forman parte integral de la cultura y que nuestra relación con ambas es también una expresión de la cultura local.

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“Lo que representa a la gente de este lugar que hoy llamamos Nuevo México se reduce a menudo a una ficción de principios del siglo XX sobre tres tipologías —anglosajona, indígena y española—, una mitología perdurable y, sin embargo, profundamente imperfecta que es confusa en cuanto a las diferencias entre tribus soberanas y oscurece la realidad de siglos de mestizaje, nacido tanto de actos de amor como de violencia. Este mito también funciona para borrar grupos enteros de personas de nuestra historia, incluyendo la presencia y contribuciones de las personas de origen africano”. [28]

El que la ciudad que ahora llamamos Santa Fe sea reflejo del sudor y la creatividad de muchas culturas en el tiempo no se pone en duda. Que su población y las culturas aquí representadas se hayan expandido a lo largo del tiempo tampoco lo está. Santa Fe es a la vez un crisol de culturas y una ciudad construida con ingredientes difíciles de combinar, como el agua y el aceite. Su historia cultural comenzó hace mucho tiempo, con el pueblo indígena Pueblo y se enriqueció con otras tribus de la zona: apaches, navajos, utes y otros. Más tarde llegaron los colonizadores españoles con sus propias culturas, seguidos de colonos blancos/anglosajones de un sinfín de países y culturas de origen, muchos de ellos movidos por la doctrina del destino manifiesto de Estados Unidos.

Esta unión de culturas quizás tuvo alguna vez tenues características de una tríada, pero no fue hasta el siglo XX cuando el mito "tricultural" se convirtió en una campaña para establecer una marca turística para Santa Fe. Durante la implementación del proyecto CHART escuchamos hablar mucho sobre el “mito tricultural”, especialmente en relación con cómo tergiversa la situación de la población actual de Santa Fe y cómo margina a las personas de otras culturas. A continuación hablamos del tema en mayor detalle.

La mayoría de los participantes de CHART están de acuerdo en que ahora vivimos en una Santa Fe multicultural, con toda la riqueza y los retos de una comunidad diversa.

> “Mientras que las sociedades tradicionales pueden caracterizarse por una gran consistencia de rasgos culturales y costumbres, las sociedades modernas suelen ser un

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[27] Basado, en parte, en la definición proporcionada por la Organización Mundial de la Propiedad Intelectual o OMPI.

[28] - https://manitos.net (Manitos Digital Resolana) [En inglés]

> conglomerado de culturas y subculturas diferentes, a menudo en competencia. En esta situación de diversidad, una cultura dominante es aquella cuyos valores, lengua y formas de comportamiento se imponen a una o varias culturas subordinadas mediante el poder económico o político. Esto puede lograrse mediante la supresión legal o política de otros conjuntos de valores y patrones de comportamiento, o mediante el monopolio de los medios de comunicación".[29]

Durante la larga historia de Oga Po'gay's/Santa Fe, los grupos culturales dominantes han cambiado y, hasta la fecha, permanecen en un estado de flujo a medida que llegan nuevos habitantes año tras año. Tradicionalmente, la "cultura dominante" intenta establecer valores, normas y tradiciones (por ejemplo, determinando las lenguas oficiales habladas y los rituales y celebraciones públicas). También ha ejercido el dominio de los espacios públicos y designado a los custodios oficiales de la historia. Los cambios culturales han sido unas veces repentinos y traumáticos y otras lentos y graduales.

Durante los diálogos públicos organizados por CHART, escuchamos y presenciamos el trauma individual, ancestral y colectivo que muchos santafesinos sienten por los cambios culturales, sea cual sea su origen. Por ejemplo, un participante de Acoma que creció en Santa Fe describió el dolor que sentía cada vez que pasaba frente del Monumento a los soldados/"obelisco", mientras que un participante hispano habló del trauma de que el obelisco hubiera sido derribado.

Además de los cambios culturales que se han producido a lo largo de la historia de la ciudad, también es cierto que otras personas fuera del mito tricultural han vivido en Santa Fe durante algún tiempo, incluso durante generaciones. Reconocer su presencia en la comunidad nos invita a considerar Santa Fe como ciudad multicultural y nos brinda la oportunidad de participar en una experiencia distinta dentro de la Santa Fe contemporánea.

## Sensibilidad intercultural

**Modelo de desarrollo de la sensibilidad intercultural del doctor Milton J. Bennett (modificado en 2014)**




El "Modelo de desarrollo de sensibilidad intercultural" (DMIS en inglés) de Milton Bennett describe cómo la interacción con culturas diferentes a la propia puede hacer que un individuo/comunidad pase del "etnocentrismo" al "etnorelativismo".

> "El supuesto subyacente del modelo es que, a medida que la disposición perceptiva de las diferencias culturales se hace más compleja, la forma de experimentar de la cultura se vuelve

[29] Cultura dominante– Referencia Oxford [En inglés]

más sofisticada y aumenta el potencial para actuar competentemente en las relaciones interculturales. Al reconocer cómo se experimentan las diferencias culturales es posible hacer predicciones sobre la eficacia de la comunicación intercultural y adaptar las intervenciones educativas para facilitar el desarrollo a lo largo del continuo".[30]

¿Por qué son importantes el dominio cultural y la sensibilidad intercultural? Influyen en las decisiones sobre; por ejemplo, las historias que nos contamos y las verdades que afirmamos, la forma en que hablamos e interactuamos, nuestras relaciones con la tierra y el agua, el uso de los espacios públicos y los monumentos y los tipos de reconciliación que podríamos alcanzar.

Todos estos temas, aunados a la cuestión de la sensibilidad intercultural, surgieron constantemente durante el proyecto CHART. Los participantes hablaron de los retos del cambio cultural, independientemente de su procedencia. Algunos recordaron con nostalgia cómo era vida antes del siglo XXI, refiriéndose a ella como si se tratara de "tiempos más simples" y otros se refirieron a los cambios del siglo XXI como rápidos y bruscos. Otros respondieron que "la única constante es el cambio" y que se sentían agradecidos por el efecto de las nuevas perspectivas culturales sobre las antiguas formas de vida. Muchos recomendaron a los santafesinos ser mucho más sensibles, tolerantes e inclusivos desde el punto de vista cultural. Los participantes hicieron decenas de recomendaciones adicionales disponibles en el Apéndice G.

Otra forma en la que el proyecto CHART respondió a lo que escuchamos de los santafesinos y fomentó una mejor manera de comprender la Santa Fe, del pasado y del presente, es con nuestro blog de cultura. A continuación se presentan sólo algunas de las 37 publicaciones del blog. La serie completa puede consultarse en el sitio web de CHART.[31]

### Sobre cultura: entradas de los blogs de cultura de CHART

- La Farge's Santa Fe & New Mexico [La Farge's Santa Fe y Nuevo México]
- Roxanne Swentzell – Pojoaque
- I got a story to tell [Tengo una historia que contar]
- Lessons from my roots [Lecciones de mis raíces]
- Maria Benitez: A Life of Fire and Passion [María Benítez Una vida de fuego y pasión]
- Santa Fe Living Treasures [Tesoros vivos de Santa Fe]
- What's on your reading list? (1-3) Books about history and culture [¿Qué hay en su lista de lecturas? (1-3) Libros sobre historia y cultura]
- Journeys and Pathways: Pueblo Women Leaders [Viajes y caminos: Mujeres Líderes Pueblo]
- Keeping Cultural Authenticity: A Santa Fe Story [Cómo mantener la autenticidad cultural: Una historia de Santa Fe]
- Memories of Santa Fe [Recuerdos de Santa Fe]
- Talking About Santa Fe Indian School [Hablemos de la escuela indígena de Santa Fe]
- Elder Kathy Wan Povi Sanchez [La anciana Kathy Wan Povi Sánchez]
- El Museo Cultural
- Food! [¡Comida!]
- Poeh Cultural Center: On the Path [Centro Cultural Poeh: En el camino]

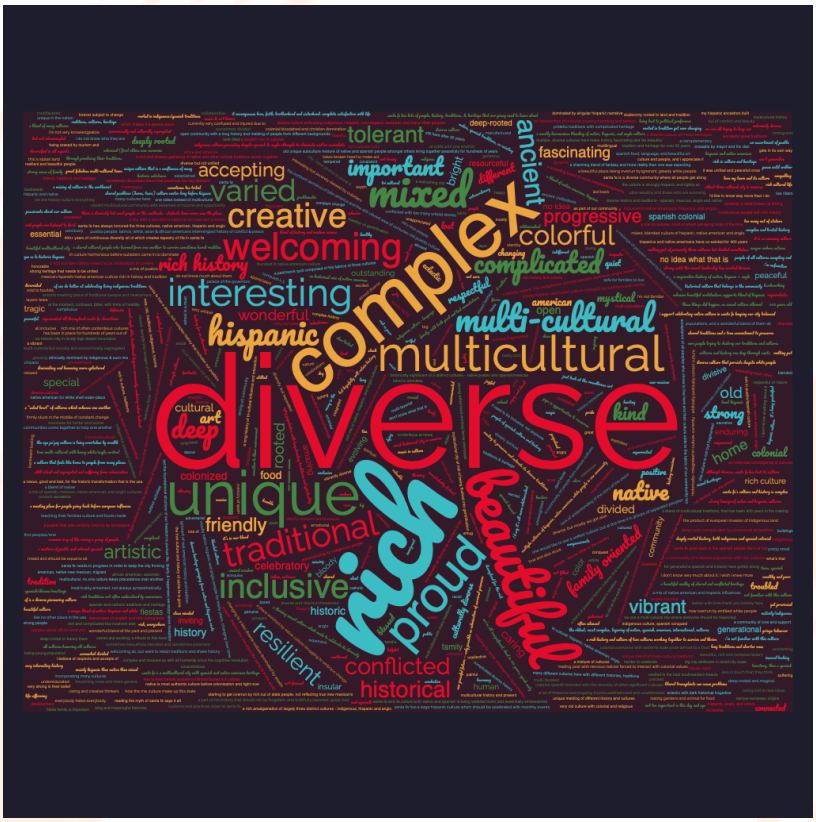
Un recurso de lo más valioso e informativo para entender la cultura en Santa Fe es el proyecto Culture Connects Santa Fe de 2016 y su informe, "Cartografía cultural". Culture Connects Santa Fe fue "un esfuerzo de toda la comunidad para dar forma al futuro cultural de nuestra ciudad. A través de una serie de sesiones de aportaciones creativas y prácticas, exploramos las nociones de cultura,

[30] Para conocer más y ver los resúmenes de cada etapa en este continuo consulte: https://www.idrinstitute.org/dmis/ [En inglés]
[31] www.chartsantafe.com [En inglés]

compartimos nuestros sueños para el futuro de Santa Fe y creamos una “hoja de ruta” para hacer realidad nuestra visión”. [32] El proceso “Culture Connects” incluyó residentes, organizaciones culturales, profesionales creativos y grupos comunitarios y brindó, y continúa brindando, a la ciudad de Santa Fe sabios consejos y recomendaciones obtenidos a partir de un proceso comunitario.

## ¿Qué es la cultura de Santa Fe?

En un intento por comprender mejor lo que los residentes piensan y sienten sobre la cultura, la P1 de la segunda Encuesta de CHART pedía a los habitantes describir la cultura de Santa Fe: “En unas pocas palabras, cómo describiría la cultura: gente, historia, tradiciones, patrimonio de Oga Po'gay/Santa Fe; (10 palabras como máximo)”. Esta pregunta se diseñó para generar una idea general de la comunidad cultural actual tal y como la entienden sus residentes hoy en día.




Como muestra la nube de palabras que aparece de arriba, las respuestas fueron muchas y variadas. Algunos mencionaron directamente de la cultura, mientras que otros describían su ciudad, los cambios que han visto (tanto buenos como malos) y cómo se sienten al respecto. No hubo una descripción dominante y muchas eran contradictorias entre sí. Aun así, unas cuantas descripciones fueron sumamente populares: *diversa, compleja, multicultural, rica, hermosa, profunda, orgullosa, única, tradicional, hispana, inclusiva, acogedora, creativa, de aceptación, mixta, nativa, tolerante, antigua, conflictiva, progresista, colorida, complicada*.

Otros encuestados describieron su visión de la cultura de Santa Fe y los cambios culturales con más detalle:

[32] Para conocer más sobre el informe y leerlo consulte: https://www.santafenm.gov/cultural_roadmap [En inglés]

“Santa Fe cuenta con una rica historia cultural de culturas y tradiciones indígena estadounidenses, hispanas y españolas. También de la cultura blanca europea. Eso es lo que nos hace la Ciudad diferente”.

“La cultura de OP/SF está compuesta por muchos pueblos que han habitado esa zona durante siglos o sólo durante unos años. Todos han contribuido de diversas maneras, tanto buenas como malas. Hay una fuerte ascendencia latina/mexicana, indígena, jenízara, europea (especialmente española) y un porcentaje menor de personas de ascendencia africana”.

“Tres grupos étnicos bien conocidos y algunos otros, que conviven generalmente en armonía en la misma zona pero sin tener demasiada interacción”,

“¡Me encanta la cultura! Y pensar que es lo que atrae a la gente aquí. Existe una riqueza en las tradiciones y les tengo mucho cariño; siempre tienen un lugar en mi corazón”.

“Hace cincuenta años, una mezcla relativamente armoniosa de anglos e hispanos, con una pizca de indígenas de los Estados Unidos. Todo esto se ha vuelto gradualmente más conflictivo, con cada subgrupo que culpa a otros de horribles crímenes de hace mucho tiempo que no pueden ser olvidados. Aunque sin duda Santa Fe no es la única ciudad dividida por sus grupos étnicos, sigue siendo un lugar donde estos diversos grupos étnicos se llevan mejor que en otros lugares”.

“La cultura y la historia tuvieron alguna vez riqueza y diversidad. Sin embargo, los fuereños que no entendían esta cultura quienes comenzaron a imponer sus valores y a intentar cambiar quienes y lo que somos”.

“La cultura es profunda y rica, aunque ligeramente limitada en su espectro si se piensa en todas las culturas de este país”.

“Originalmente poblado por pueblos indígenas, luego por españoles, judíos y mexicanos y después por anglosajones. Ahora está habitada por todos sus descendientes y muchas otras culturas también”.

“La cultura de Santa Fe es variada, única y complicada, pero muy atractiva para muchos, incluidos nuestros visitantes”.

“Nuestra cultura está repleta de tradiciones e historia y, al contrario de lo que se piensa, es una cultura pacífica y armoniosa”.

“Los hispanos están en claro peligro de perder su historia en una ciudad en la que lucharon por sobrevivir durante siglos”.

“Dominada por las narrativas de la historia colonial española, la de los indígenas de los Estados Unidos y de los anglosajones, con muy poco reconocimiento de las historias asiáticas y afroamericanas”.

CHART también recibió preguntas sobre nuestro uso del nombre Oga Po'gay (“Lugar de agua de concha blanca”), dado a la zona de Santa Fe por sus habitantes originales tewa. Lo utilizamos para indicar el periodo de tiempo anterior a la llegada de los colonizadores españoles.

**Oga Po'gay**[33] **-** ¿Qué hay en un nombre?

"En primer lugar, ¿qué es Oga Pogay?"

"Nunca he oído hablar de Oga Po'gay"

"No sé lo que significa Oga Po'gay"

"No quiero oír hablar de Oga Po'gay"

"¡Santa Fe es el nombre!!!!"

"Olga pick gay es un término nuevo para mí. Eso es malo"

"Digamos que no usaría el término Oga Po'gay"

"El nombre de la ciudad es Santa Fe. Gran parte de la historia de la ciudad tal y como existe hoy en día se debe a los españoles que empezaron a asentarse en la zona en los años 1600, aunque ha existido influencia anglo/estadounidense en tiempos más recientes"[34]

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Estas citas, de entre varios cientos que escuchamos y leímos durante la ejecución del proyecto, son muestra de la complejidad de la cultura y, especialmente, de las relaciones culturales tal y como las perciben los santafesinos.

CHART también pidió a los habitantes, en la Encuesta 2, describir su propia cultura ("P3 Describo mi cultura de esta manera"). Respondieron de diferentes maneras, incluyendo cómo experimentaban su cultura (alegre, divertida), las manifestaciones de su cultura (comida, música, canciones), la duración de su historia cultural (antigua, de varias generaciones) o, en unos pocos casos, expresando que no conocían su propia cultura o que la consideraban poco importante. La mayoría, sin embargo, sí tenía una idea de su propia cultura y sus descripciones fueron numerosas y variadas. Las respuestas ponen de manifiesto la notable diversidad "dentro" de los términos generales de etnia, raza, cultura y continente, así como la dinámica elasticidad (y el poder descriptivo) del lenguaje.

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## ¿Cómo describo mi cultura?

**Anglo**, anglo pero católico, anglo del siglo XX, angloestadounidense, anglo de cuarta generación, angloeuropeo, **caucásico**, anglo europeo/danés/alemán, gringo

**Asiático-estadounidense**, asiático-estadounidense de las islas del Pacífico, asiático/nativo estadounidense/griego ortodoxo, asiático/del medio oriente, japonés/chino/okinawano-estadounidense

**Negro**, negro de Santa Fe, mitad negro, negro estadounidense, diáspora negra, africano

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[33] Oga Po'gay (puede escribirse de diferentes maneras) es el nombre dado a este lugar por los primeros habitantes Tewa. Se traduce como "Lugar de agua de concha blanca".

[34] Citas adicionales de las respuestas a la Encuesta 2.

**Chicana**, chicano, latinx

**Europeo**, inglés/europeo, ascendencia europea, europeo del este, europeo por colonización, europeo del norte, europeo estadounidense, judío europeo, anglo europeo, euro estadounidense, europeo blanco, ascendencia europea, descendiente de invasores europeos, inmigrante europeo

**Gay**, gay/blanco, Gay/anglo/judío, género queer/Latinx/gay, lesbiana/blanco/judío

**Hispano**, hispano/blanco, hispano/vasco, hispano/anglo, hispano/nativo estadounidense, hispano nuevomexicano, hispano/guatemalteco, hispano/mestizo/mixto, hispano/cajún/nativo estadounidense, hispano/irlandés/inglés/austriaco/escocés, mezcla de hispano/indios, hispano/nativo/irlandés, hispano/nativo estadounidense/ascendencia europea, colono hispano

**Judío**, judeo-hispano, cripto judío, judío europeo, judío por Buda, judío estadounidense, judío budista, judío asquenazi

**Mexicano**, mexicano/negro, mexicano estadounidense, mexicano/estadounidense, ascendencia latinoamericana (mexicana)

**Indígena de Estados Unidos**, indígena de EE.UU/español de sangre mixta, indígena de Estados Unidos tradicional, Indígena/español/blanco, indígena/hispano, indígena de Estados Unidos/español/portugués/escocés, indígena, ascendencia indígena, indígena/irlandés estadounidense, indígena/anglo, indígena/español, indio, indígena, indígena europeo, indígena estadounidense/español, indígena/invasor/inmigrante, Tewa/Santa Clara pueblo, Tesuque pueblo/blanco/escocés/inglés

**Nuevomexicano**, santafesino

**Español**, español/sangre mezclada, español/mexicano, español/vasco, español/ute/navajo/mexicano/irlandés/italiano/judío, ascendencia española, español/cripto judío/secuestrado, persona indígena, español europeo, español-chicano, español/descendencia de indígena, mestizo, español/anglo europeo, español colonial, español/pueblo/apache

**Blanco**, blanco europeo, realmente blanco, blanco en su mayoría, blanco anglosajón, bien pero requetebién blanco, blanco/hispano, blanco gentuza

---

## Mis antepasados y/o yo provenimos de:

| | | |
|---|---|---|
| Noruega | Irlanda | China |
| Finlandia | Austria | África |
| Italia | Escocia | Guyana |
| Alemania | Dinamarca | América del Sur |
| Suiza | Escandinavia | Asia |
| Inglaterra | Polonia | Medio Oriente |
| Europa del Este | Bélgica | Guatemala |
| Europa del Norte | Grecia | Países celtas (Escocia, |
| España | Gales | Irlanda, Gales) |
| México | Filipinas | Aquí |

*Según el censo de 2020, aproximadamente el 15% de la población de Santa Fe nació en el extranjero.*

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## A nivel local, mis antepasados y/o yo somos:

Zuni
Pueblo
Ute
Navajo
Tewa Pueblo
Santa Clara Pueblo
Apache
Tesuque Pueblo

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En su introducción a la segunda plática de la Serie de historia cultural de CHART, “Viaje por el río Santa Fe: historia puebloana, española y mexicana de las comunidades del río Santa Fe”, Hilario Romero, antiguo Historiador del estado de Nuevo México, afirmó lo siguiente sobre la cultura:

> Siempre empiezo con un viejo dicho que mi abuelo solía contar en español y que he traducido al inglés para todos ustedes y que va así: “La sangre es más espesa que el agua”. Sé que solíamos decir: “tenemos sangre española”, “tenemos sangre india”, “tenemos sangre mexicana”. Tenemos toda esta sangre en nosotros. Pero sólo es más espesa que el agua, amigos.
>
> Es más importante que aprendas la cultura a través de tu familia, tu familia extendida, de tus amigos y luego hacia fuera de tu condado, tu estado, tu país y el mundo. Y con el tiempo descubres que existe en tu primera lengua, en casa en la mayoría de los casos; a menos que seas bilingüe, trilingüe y pertenezcas entonces a más de una cultura. La lengua es lo que te da automáticamente el acceso.
>
> Después está tu sistema de creencias. Cómo fuiste criado y en lo que crees. Y luego, por supuesto, en tu vida diaria.
>
> Así pues, llegamos a la cultura en relación con la identidad. La genealogía y el ADN, muestran tu pasado familiar y genético, pero no reflejan completamente tu identidad cultural. La razón de ello es que usted no viviste con tus antepasados. Ellos te transmitieron algo, pero tú no eres realmente ellos ni tienes el mismo modo de vida ni el mismo estatus económico o social. Pero ahora sé que lo nuevo es el ADN. Todo el mundo cree en el ADN. Me dediqué a hacer genealogías durante unos 12 años, mientras trabajé en la universidad, además de música, danza y otras cosas.
>
> Por supuesto, la genética refleja el color de tu piel. Muestra sus rasgos faciales y corporales y todo eso. Pero en realidad no te representa totalmente desde el punto de vista cultural, como el idioma, tu entorno social, tu visión del mundo y todo lo que aprendiste al ser criado de la forma en la que te educaron.[35]

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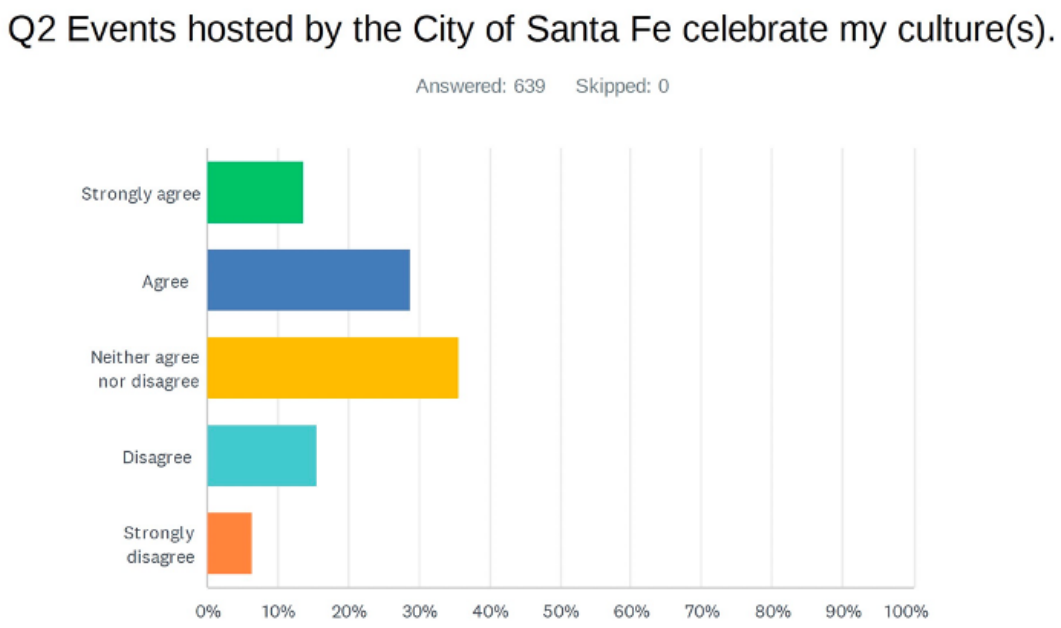
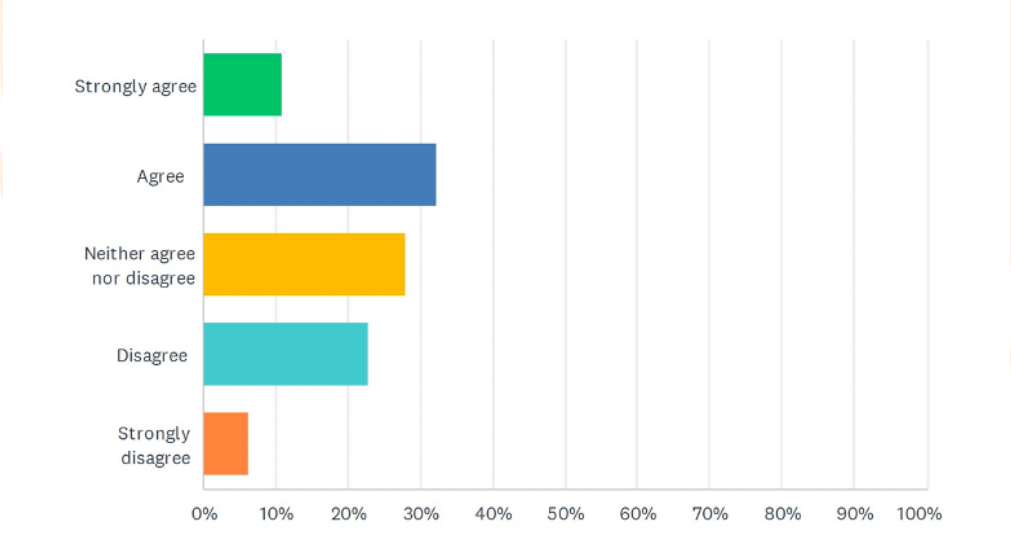
### Celebración de la cultura

Las preguntas adicionales de la Encuesta 2 se incluyeron para indicarnos si los santafesinos veían reflejada la riqueza de su propia cultura y la de otras culturas en los eventos organizados por la ciudad de Santa Fe. Los resultados son los siguientes:

[35]Para ver la plática de Romero dictada el 21 de marzo de 2022 en el Teatro Paraguas en el canal de YouTube de CHART consulte: CHART Santa Fe YouTube Channel. [En inglés]




P4 Los eventos organizados por la ciudad de Santa Fe celebran todas las culturas de la ciudad y del condado.




Los resultados muestran que el 42% de los encuestados está de acuerdo o muy de acuerdo en que se celebra su cultura propia, mientras que el 36% no puede no estar ni de acuerdo ni en desacuerdo y el 22% está en desacuerdo o muy en desacuerdo. En cuanto a que si los santafesinos piensan que la ciudad de Santa Fe celebra TODAS las culturas de Santa Fe, el 43% está de acuerdo o muy de acuerdo, el 28% no puede estar ni de acuerdo ni en desacuerdo y el 29% está en desacuerdo o muy en desacuerdo.

Estos resultados indican, en general, que la ciudad podría mejorar en gran medida en cuanto a la celebración de las muchas y variadas culturas de sus residentes.

CHART reconoce que los eventos que tienen lugar en la ciudad no son todos de la ciudad de Santa Fe (por ejemplo, los producidos por organizaciones privadas en suelo de la ciudad) y que el conjunto de eventos de la ciudad puede mejorar para celebrar sus múltiples culturas. Aun así, la ciudad puede ser un poderoso actor y ser pionero en este sentido utilizando sus canales para atraer y promover eventos que celebren diferentes culturas y fomentando el acceso al espacio de la ciudad a través de los permisos y otros trámites legales.




Some of the history and culture books shared via the CHART Culture Blog

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**NOTA SECUNDARIA:**

multicultural (adjetivo)
de, relativo a, que refleja o se adapta a una cultura diversa; una sociedad *multicultural,* educación *multicultural* (Fuente: Diccionario Merriam-Webster en línea)

diverso (adjetivo)
que difiere entre sí: personas con intereses *diversos*; compuesto por elementos o cualidades distintas o diferentes: una población *diversa* (Fuente: Diccionario Merriam-Webster en línea)

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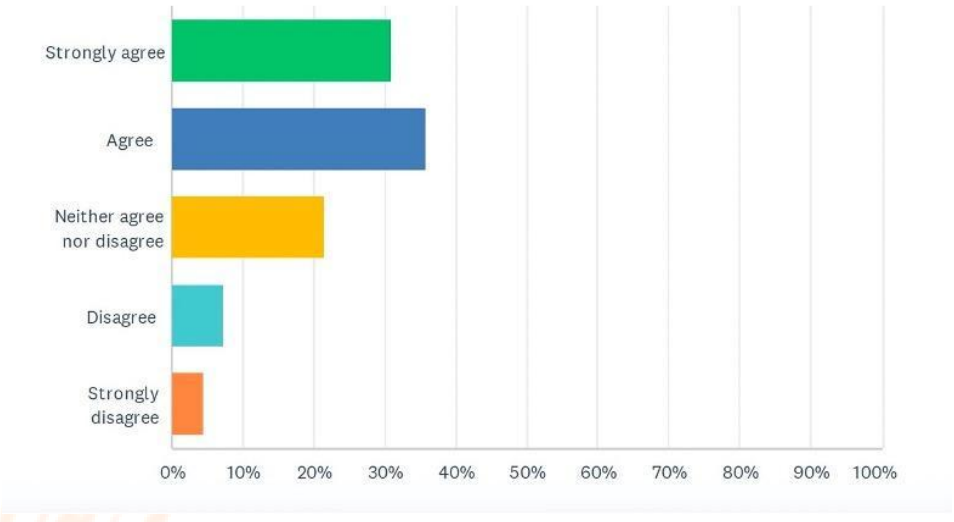
En la Encuesta 2, CHART también preguntó a los santafesinos si la ciudad necesitaba organizar más eventos multiculturales. La respuesta fue un rotundo "sí": el 67% de los encuestados estuvo de acuerdo o muy de acuerdo.

P5 La ciudad de Santa Fe necesita organizar más eventos multiculturales.




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 30.83% |
| Agree | 35.84% |
| Neither agree nor disagree | 21.60% |
| Disagree | 7.36% |
| Strongly disagree | 4.38% |
| TOTAL | |

Este resultado también se reflejó en los eventos y actividades de CHART (Encuesta 1, diálogo público, etc.) durante los ocho meses anteriores a la publicación de la encuesta. En lugar de organizar eventos separados por cultura (digamos, el Mercado español o el Mercado indígena), los residentes enfatizaron que los eventos multiculturales funcionarían mucho mejor tanto para celebrar como para mostrar el tipo de diversidad compleja reflejada en las respuestas de la Encuesta 2 de más arriba. Un ejemplo sería, aunque no está directamente relacionado con las culturas de Nuevo México, el Mercado internacional de arte popular que reúne a personas de diferentes países y culturas de todo el mundo y refleja la riqueza y complejidad de la cultura global.

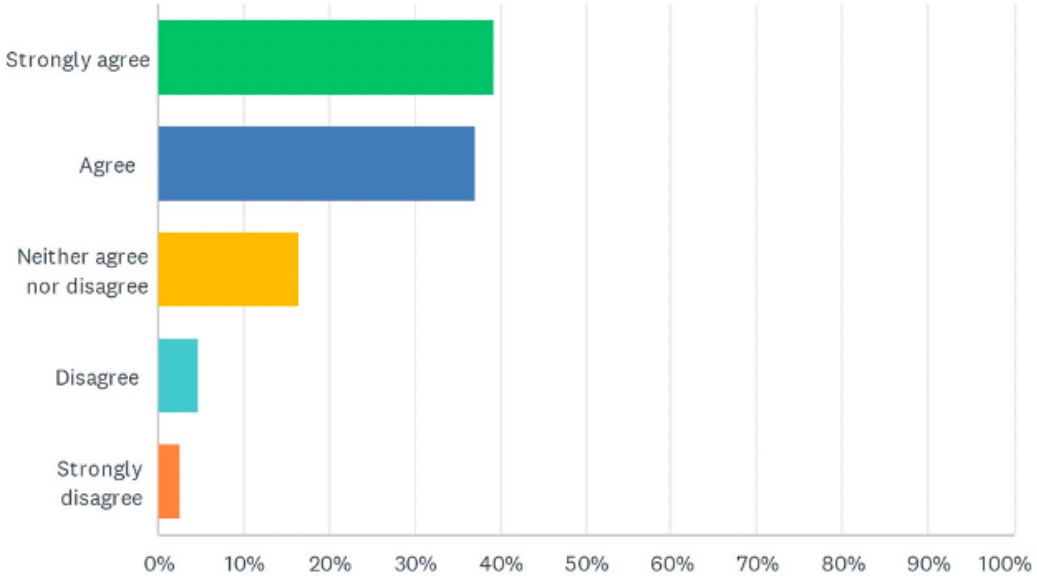
Durante el proyecto CHART, también escuchamos mucho sobre la participación de los residentes más jóvenes en las actividades y eventos culturales. Santa Fe, como gran parte del resto del país, ha visto aumentar su edad promedio. Además, según la página web de la Oficina de Turismo de Nuevo México[36], la edad promedio de los visitantes de Nuevo México sigue siendo alta, de alrededor de 45, mientras que la Encuesta de Información a los Visitantes de 2015 [37] para Santa Fe informa de que la edad promedio de los visitantes fue aún más alta; de 59 años. Esto ha dado lugar a eventos orientados a los adultos mayores, ya sean visitantes o locales.

Muchos participantes de CHART expresaron que este énfasis va en perjuicio de los miembros más jóvenes de la comunidad, al brindarles menos oportunidades de experimentar y aprender sobre la

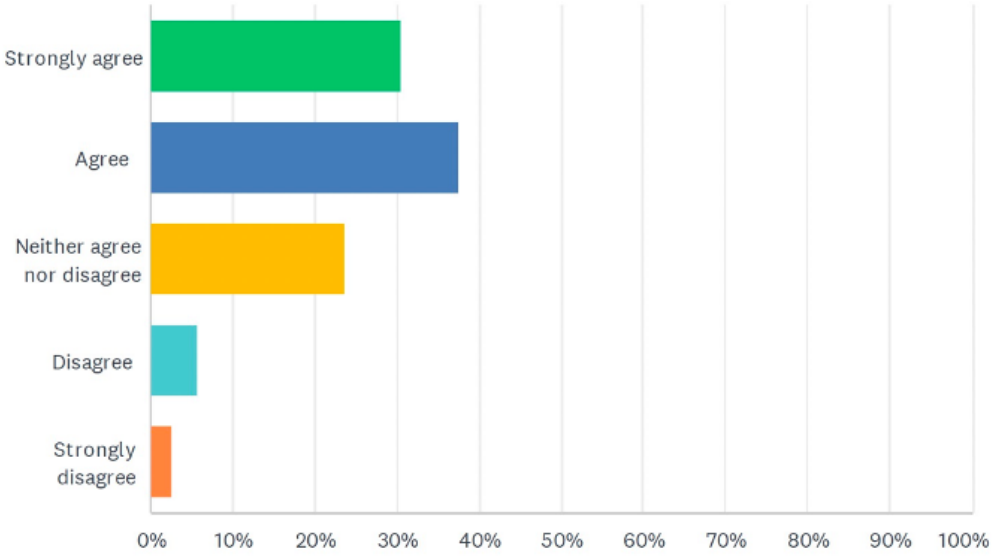
[36] Turismo Santa Fe: https://www.santafe.org [En inglés]
[37] Para ver Encuesta de Santa Fe sobre información sobre visitantes 2015 consulte: https://www.santafenm.gov/convention_and_visitors_bureau [En inglés]

cultura. Las respuestas a las preguntas de la Encuesta 2 confirman lo que los residentes desean en este sentido.

P6 La ciudad de Santa Fe necesita organizar más eventos culturales que sean atractivos para NIÑOS Y JÓVENES.




P7 La ciudad de Santa Fe necesita organizar más eventos culturales que resulten atractivos a personas de las EDADES de entre 20 y 29 años.



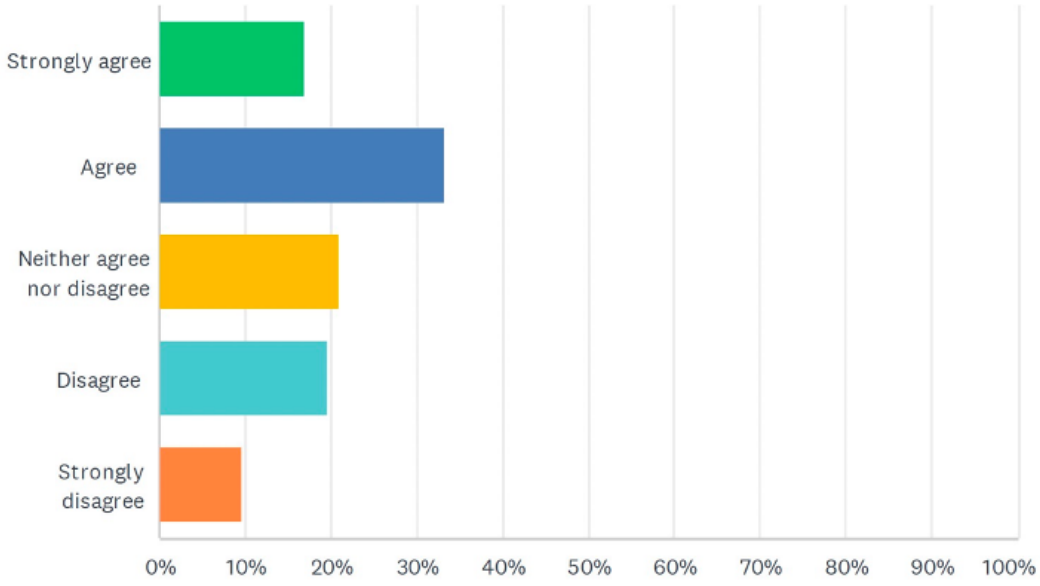
Los santafesinos están de acuerdo (muy de acuerdo y de acuerdo) en que existe una gran necesidad de más eventos de la ciudad dirigidos a los jóvenes y a las personas de entre 20 y 29 años. El setenta y seis por ciento (76%) está de acuerdo en que hay una necesidad de más eventos para niños y jóvenes, mientras que el sesenta y ocho por ciento (68%) está muy de acuerdo o de acuerdo cuando se trata de las edades de entre 20 y 29 años.

Una vez más, CHART reconoce que no todos los eventos que tienen lugar en la ciudad son organizados por la ciudad de Santa Fe y que los eventos organizados por otras organizaciones se orientan más hacia los jóvenes. Aun así, la ciudad debería ser líder en este sentido, organizando más eventos culturales para los santafesinos más jóvenes y utilizando sus capacidades de promoción y concesión de permisos para apoyar a las organizaciones privadas que realizan esta necesaria labor.

### Promoción  de la comprensión multicultural recíproca

Debido a que hemos oído hablar con mucha frecuencia del mito tricultural (una campaña de desarrollo de marca turística), a diferencia de la realidad de nuestra comunidad multicultural, hemos incluido una pregunta en la Encuesta 2 diseñada para evaluar si la ciudad está haciendo un buen trabajo de promoción a los visitantes para ayudarles a entender la multiculturalidad.

## P8 La ciudad de Santa Fe estimula a los visitantes a entender la comunidad multicultural de Santa Fe




Aproximadamente el 50% de los encuestados de la Encuesta 2 están en general de acuerdo (muy de acuerdo o de acuerdo) con que la ciudad estimula a los visitantes a entender el carácter multicultural de la comunidad de Santa Fe. El 21% no está ni de acuerdo ni en desacuerdo y el 29% está en desacuerdo (en desacuerdo o muy en desacuerdo). Esta respuesta mixta nos pide examinar con mayor detenimiento cómo entienden este tema los visitantes a nuestra ciudad en términos de cultura y si su manera de entenderlo refleja lo que sabemos sobre la Santa Fe contemporánea.

Como resultado de las conclusiones anteriores, presentamos las siguientes recomendaciones:

## RECOMENDACIONES: CULTURA

1. En cuanto a los retos relacionados con la expresión cultural y artística en Santa Fe, opinamos que las conclusiones y recomendaciones de la *Cartografía Cultural 2017 de la Ciudad de Santa Fe Culture Connects* [38] (financiada por la ciudad) aborda estas cuestiones y que deberían seguir aplicándose, en particular las siguientes:

    - "Inspirar la transformación cultural y revitalización de los barrios" (pág.55)
    - "Acelerar la transformación de la ciudad mediante el mejoramiento de espacios abiertos y vacíos, corredores y centros culturales comerciales" (pág.56)
    - "Avanzar en equidad e inspirar la conexión y la transformación de la comunidad" (pág. 57)
    - "Reforzar la capacidad, la sostenibilidad y el impacto del sector cultural" (pág. 58)
    - "Optimizar el impacto del financiamiento de la ciudad de Santa Fe" (pág. 60)
    - "Optimizar la estructura y estrategias operativas de la ciudad de Santa Fe" (pág. 61) para representar la compleja historia de la ciudad. Los participantes recomiendan que la ciudad de Santa Fe:

2. Emprenda un análisis de los eventos que organiza para determinar si éstos celebran las múltiples culturas de la ciudad y del condado;
3. Debería financiar, diseñar y organizar más:

    - eventos multiculturales
    - eventos culturales que resulten atractivos para los NIÑOS Y JÓVENES
    - eventos culturales resulten atractivos para la EDADES de entre 20 y 29 años

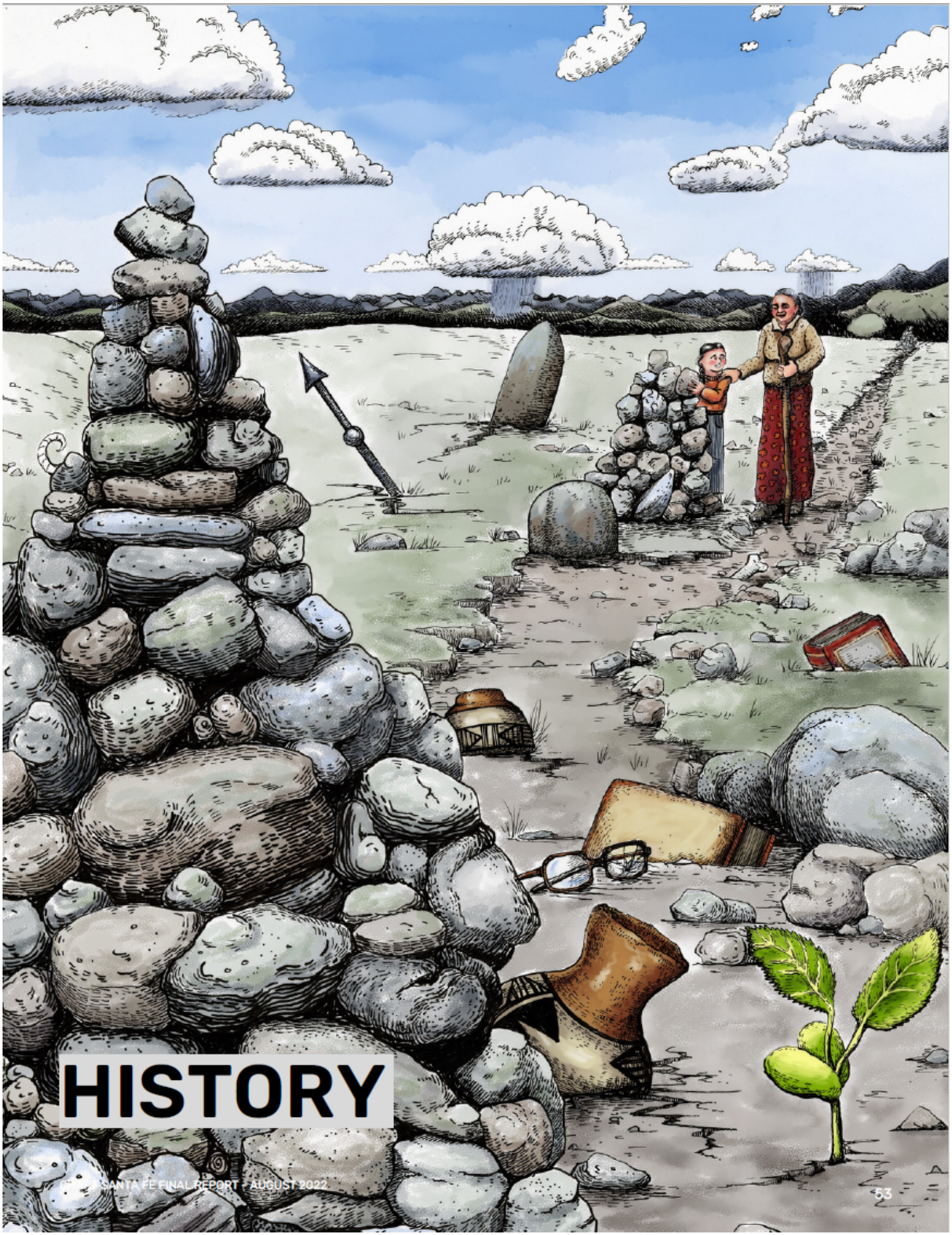
4. Al diseñar estos eventos, la ciudad consulte con las organizaciones comunitarias que atienden a los jóvenes y personas de entre 20 y 29 años para aprender de sus conocimientos y experiencia;
5. Analice su publicidad, mercadotecnia y comunicaciones con los turistas y visitantes para cultivar un mejor entendimiento de la comunidad multicultural de Santa Fe y celebrar la Santa Fe contemporánea.

La Mesa de soluciones comunitarias del proyecto CHART señaló que algunos eventos multiculturales en Santa Fe constituyen una necesidad importante y recomienda lo siguiente:

6. Los eventos multiculturales presentados por la ciudad de Santa Fe deben ser completamente gratuitos para todos.
7. Los eventos multiculturales presentados por la ciudad de Santa Fe deben tener lugar en todos los barrios.
8. Las culturas representadas en los eventos multiculturales de la Ciudad de Santa Fe deben reflejar la diversidad de la población actual de Santa Fe.
9. La ciudad de Santa Fe debe establecer un departamento de "Diversidad, equidad e inclusión" (DEI en inglés o usar otro nombre) para la creación y/o promoción y/o desarrollo de eventos multiculturales. Consulte la sección "Verdad" de este informe para obtener información adicional sobre la recomendación de crear un departamento de DEI.

CHART reconoce que varias de las iniciativas de la ciudad reconocen actualmente la necesidad de eventos multiculturales (entre ellas las del Departamento de arte y cultura). Sin embargo, los participantes de CHART piden más.

[38] Culture Connects: Santa Fe | City of Santa Fe, New Mexico (santafenm.gov) [En inglés]



# HISTORY

“Los santafesinos necesitan desarrollar un profundo sentido del lugar y de la historia, independientemente de que lleven aquí diez generaciones o un año”. *–Encuestado, Encuesta 1*

“La historia desde la creación del estado no es suficiente para saber algo sobre la larguísima historia del estado”. *–Participante en una sesión de diálogo con los Caballeros*

“Me parece que es importante que ampliemos la historia de Santa Fe más allá de la historia de los conquistadores para destacar las historias de las poblaciones indígenas y de las comunidades menos conocidas, como las historias de los afroamericanos, los judíos y las poblaciones de Medio Oriente”. *–Encuestado, Encuesta 1*

"Enseñar historia es fundamental y ser honesto en cuanto a de quién era la tierra en cada momento es primordial. Es importante enseñar que las tierras, los pueblos, las culturas y las naciones son fluidas y siempre han cambiado a lo largo del tiempo. Sin embargo, en el contexto de las tres culturas de Santa Fe, hay que reconocer que ésta fue primero tierra tewa y que Santa Fe fue un pueblo tewa. Sí, los hispanos llevan aquí cientos de años y éste es ahora su hogar, pero fueron colonizadores, como lo fue Estados Unidos hacia ellos. Los hispanos sienten ahora el trauma del colonialismo; algo que los indígenas Pueblo han sentido durante siglos. El colonialismo fue históricamente la “manera” y no hay un lugar en la tierra que no haya sido impactado por el colonialismo. Nosotros, como santafesinos y como ciudadanos de la tierra, tenemos que decidir si el colonialismo es algo que queremos continuar o abandonar. El colonialismo es el alfa y el omega de esta cuestión y es donde deben enfocarse las conversaciones y las decisiones de CHART. Si aceptamos continuar con el colonialismo, entonces todas las culturas del pasado acabarán siendo eliminadas. Si, por el contrario decimos “no más” colonialismo, entonces deberíamos dar voz y justicia a los habitantes originales. Tenemos que dejar de colonizar todos los aspectos de la vida: no más patentes de semillas, no más “propiedad” de las aguas, no más “derechos” de poseer lo que siempre estuvo aquí”. *–Encuestado, Encuesta 1*

“Un aspecto de este proceso es ayudar a la gente a QUERER comprender mejor la historia de Santa Fe. Hay que buscar formas de involucrarse con las historias. Éstas pueden venir a través de diferentes formas, recuerdos, poesía/escritura expresiva, películas, biografías. Las imágenes serán clave... fotografías documentales, pinturas que revelen la historia cultural y natural”. *–Encuestado, Encuesta 1*

“Un amigo mío dice que la historia de Nuevo México es como la familia. Te peleas pero después te reconcilias”. *–Participante en el diálogo público de marzo*

“Nuestra historia no es para que la reescribamos; es para que aprendamos y crezcamos gracias a ella”. *–Participante en el diálogo público de marzo*

“Me parece que hemos pasado de buscar entender mejor la historia a entenderla a nuestro modo o no hacerlo. Nuestra historia es una historia viva y tenemos que encontrar la manera de avanzar”. *—Participante en el diálogo público de marzo*

“Necesitamos un Museo de Santa Fe que se enfoque específicamente en la historia de la tierra en la que vivimos y en cómo ha cambiado cultural y medioambientalmente. La misión del museo debería ser histórica y de actualidad e incluir una relación con las escuelas públicas para que sea educativa, desde la arqueología hasta la ecología y las artes visuales y escénicas”. *–Encuestado, Encuesta 1*

“Apoyar diversas perspectivas de educación sobre historia en las escuelas, inclusive para los alumnos más jóvenes, presentadas en forma de narración, música, danza y otras artes”. *–Encuestado, Encuesta 1*

“Educación, educación, educación. Lo que recuerdo que me enseñaron en la escuela (¡uy!, hace muchos, muchos años) sobre la historia era todo lo que ahora nos hemos dado cuenta de que era tan incompleto e inexacto”. *–Encuestado, Encuesta 1*

“Para mantener la relevancia a través de las generaciones futuras, tenemos que mantenernos al día sobre la forma en que las generaciones más jóvenes aprenden o participan. Tener grupos de jóvenes conformados por las diferentes culturas a cargo de planificar el futuro y cómo enorgullecerse de su historia”. *–Encuestado, Encuesta 1*

# HISTORIA

La letra “H” ocupa el segundo lugar en las siglas de “CHART” pero atraviesa todas las secciones de este informe; por encima, por debajo y a través de sus letras vecinas: cultura, arte, reconciliación y verdad. Todas están relacionadas; todas se influyen entre sí; todas contribuyen a una visión de nuestra historia que es innegablemente laberíntica, enmarañada y polémica.

Los participantes de CHART pasaron doce meses hablando de la historia de Santa Fe y sus puntos de vista son tan variados y diversos como nuestra propia comunidad multicultural. Lo que queda claro a partir de los resultados del proyecto CHART es que existe un gran anhelo de comprender mejor la historia de Oga Po'gay/Santa Fe. Si bien utilizamos el término como si hubiera una sola historia verdadera, los participantes demuestran que la historia de este lugar es variada. Hay múltiples historias paralelas y contradictorias. Diferimos en nuestras opiniones en cuanto a la importancia de los acontecimientos históricos, incluso en los métodos de recopilación y legitimación de la historia. Oímos a algunas personas referirse a la “verdadera historia” de Santa Fe como algo que comienza con la conquista española, confirmada en libros y documentos. La mayoría discrepa rotundamente y acepta una historia de miles de años previos a la conquista; historia contada por el sol, el cielo, el viento, el agua, la tierra y sus criaturas; transmitida tanto en la narrativa oral como en la literatura.

La mayoría de los participantes de CHART expresaron constantemente su deseo de profundizar en el pasado, de incluir la historia de Oga Po'gay antes de la colonización y de aceptar las historias ajenas al mito tricultural. También invitaron a los demás a hacer lo mismo. Según la mayoría, la historia debería, incluir todas las “historias” las de los indígenas, los cautivos, los esclavos, las mujeres, los colonizadores, los inmigrantes, los refugiados y tantos más, con énfasis en las historias que han sido olvidadas, ignoradas o marginadas deliberadamente. En otras palabras, la historia es y debe ser inclusiva y expansiva.

No obstante, las encuestas y el diálogo de CHART revelaron que esta visión expansiva de la historia hace que algunos sientan que la suya se ve desplazada y pierde notoriedad, que es negada voluntariamente. Lo que a muchos les parece es elevar las historias de quienes han sido históricamente marginados, a otros les parece que las propias se ven menospreciadas. Por el contrario, es por el hecho de que se haya derribado el Monumento a los soldados/”obelisco” que estas y otras cuestiones han aflorado durante el proyecto CHART.

Es claro que esta tensión no es nueva; los estudiosos de la historia, especialmente en la era posmoderna, llevan décadas debatiendo la idea de las historias múltiples, la marginación, las narrativas dominantes y la exactitud de la “verdad”. Los acontecimientos de nuestra historia reciente nos exigen que nos ocupemos de estas cuestiones, que reflexionemos y nos vemos obligados a reexaminar los acontecimientos históricos en función de lo que sabíamos, de lo que creíamos saber y de lo que podríamos conocer de forma diferente a medida que el presente arroja luz sobre el pasado.

Lo que sabemos ahora es que los grupos más numerosos de Santa Fe: los indígenas, hispanos, anglosajones/blancos distan mucho de ser monolitos. Los indígenas/nativos se conforman por tribus con diferentes lenguas, historias, tradiciones y estructuras de Gobierno. Los que se identifican como hispanos/latinos descienden de diferentes estirpes, algunos llevan generaciones en Santa Fe y otros de más recién llegada provienen de México y América Latina más recientemente. Los "anglos", que pueden describirse como blancos o euroamericanos proceden de múltiples países, culturas y lenguas. Hablar de cualquiera de las culturas o de su historia en términos heterogéneos puede conducir al error. De igual forma, hubo/hay matrimonios mixtos en Nuevo México (como ocurre en otros lugares) que complican y/o enriquecen lo que somos como santafesinos.

Lo que también sabemos es que, históricamente, la comunidad de Santa Fe es mucho más rica que los pueblos mencionados. La historia africana en Nuevo México comenzó en 1539 cuando Esteban,

un moro africano, explorador y miembro original de la expedición de Pánfilo de Narváez que venía desde Cuba visitó el pueblo Zuni.  Después de la Guerra Civil, cerca de 4,000 soldados afroamericanos prestaron servicio en el territorio de Nuevo México bajo el nombre de “soldados búfalo”.  Los inmigrantes chinos que buscaban trabajo en los ferrocarriles y la minería llegaron por primera vez a Nuevo México en grandes cantidades en el siglo XIX. Los nipón-estadounidenses llegaron en circunstancias diferentes y difíciles durante la Segunda Guerra Mundial, con dos campos de internamiento de japoneses ubicados en el estado.

Por supuesto, hay otros grupos de valioso pasado que habitan en nuestra comunidad. Esta “historia de historias” se reflejó en gran parte del diálogo durante el proyecto CHART y, como se comentó en la sección "cultura" anterior, los santafesinos entienden que su ciudad y su condado son multiculturales y desean celebrar sus complejidades.

Debido a esta complejidad, el proyecto CHART organizó una serie de eventos presenciales y en línea gratuitos sobre historia cultural con la participación de expertos en sus áreas para fomentar una interacción compleja con relatos de e historia sobre Santa Fe

## Eventos de la serie de historia cultural

Las grabaciones en vídeo de estos eventos están disponibles en el canal de YouTube de CHART Santa Fe

El historiador del estado, Rob Martínez y la historiadora de la ciudad, Valerie Rangel, tomaron como punto de partida la primera pregunta de la Encuesta 1 de CHART: ¿Cómo podemos llegar a entender más plenamente la historia de Oga Po'gay/Santa Fe? Esta conversación tuvo lugar en Zoom el 18 de noviembre de 2021.

El ex historiador del estado, Hilario Romero, presentó “Viaje por el río Santa Fe: pueblo español, historia mexicana de las comunidades del río Santa Fe”, dictada el 21 de marzo de 2022 en el Teatro Paraguas.

La Dra. Setha Low, profesora distinguida, presentó “Espacios públicos y justicia social” el 21 de abril en el Centro de convenciones de la comunidad de Santa Fe. A esta presentación le siguió una activación artística: Crear una plaza.

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### Cómo salir de nuestra zona de comodidad histórica

En la primera presentación de historia cultural de CHART, el 18 de noviembre de 2021, se presentó la plática del historiador del estado de Nuevo México, Rob Martínez y la historiadora de la ciudad, Valerie Rangel. Un segmento de su plática nos invita a aceptar los retos de una historia compleja de Santa Fe:

> CHART:
> La primera pregunta de la encuesta que formuló CHART fue: ¿Cómo podemos llegar a una comprensión más plena de la historia de Santa Fe? Dedicamos mucho tiempo a esas palabras más plena porque nos pareció que muchos de nosotros tenemos una cierta visión de la historia de la ciudad, pero quizás no del cuadro completo. ¿Cuál es su perspectiva al respecto, necesitamos salir de nuestra zona de comodidad en cuanto a la historia?
>
> ROB MARTÍNEZ:
> Sí, necesitamos salir de nuestra zona de comodidad. Para mí, entender más plenamente la historia significa también una comprensión más amplia y profunda. Y para conseguirlo todos debemos tener los ojos, las mentes y los corazones abiertos. Y tenemos que salir de nuestra

zona de comodidad porque me parece que es nuestra zona de comodidad la que puede crear problemas porque nos impide tener empatía. Necesitamos tener empatía por la gente que no está en nuestra zona de comodidad. Una zona de comodidad es un lugar magnífico para estar si sólo estás tú. Pero la historia aquí en Santa Fe y aquí en el estado de Nuevo México trata de todos nosotros. Se trata de todos. Así que me parece que tenemos que hacer precisamente eso: salir de esas cosas que nos hacen felices y sentirnos bien con la historia, porque la historia no es para eso. No se supone que debe hacernos felices o sentir bien. Se supone que debe enseñarnos. La historia es la maestra y nosotros somos sus alumnos, así que esa forma más profunda de verla es algo en lo que todos tenemos que trabajar. Quiero decir que antes hablábamos de que había un nombre de indígena estadounidense para este lugar antes de que Santa Fe se llamara La Villa Real de la Santa Fe de San Francisco de Asís. Bueno, es cuestión de tener una comprensión más plena de nuestra historia en este lugar y al profundizar y entender que no somos un sólo tipo de gente con un sólo tipo de historia y que la historia se remonta a antes de 1610, se remonta antes de 1608 aquí en esta zona. Hay siglos de historia y cultura y gente; nuestros conciudadanos de Nuevo México que todavía viven con nosotros.

VALERIE RANGEL:
Cuando pienso en una comprensión más plena, debo pensar en otras dinámicas y otros ámbitos que no deben olvidarse y eso es empezar con algo como la migración cultural y las historias del origen. Es sumamente importante. Hay mucha historia inserta en el conocimiento ecológico tradicional. Fue necesario que transcurrieran cientos de miles de años para que la gente aprendiera a comunicarse con la naturaleza, a usar las plantas, a vivir al día con sus medios, de modo que la etnobotánica, la geología y los artefactos, pueden contar una historia sobre cómo vivía la gente en aquel entonces y cómo era el entorno en aquella época. Con frecuencia olvidamos que los humanos fueron científicos, observadores durante mucho, mucho tiempo y registraron acontecimientos históricos especiales importantes, tienen grabados del cosmos y pictografías y petroglifos y ese es otro elemento que no debemos olvidar en nuestra historia.

Cuando pienso también en una perspectiva más completa, hay perspectivas que están ausentes. Y no sólo las mujeres están ausentes en esa perspectiva más completa, sino los esclavos, la gente que llegaba a Nuevo México hace cientos de miles de años para comerciar. ¿Y se imagina a todas esas personas cuando hablaban diferentes lenguas y se reunían y no sólo se comunicaban la historia oral entre sí, sino que contaban historias, contaban leyendas, experiencias vividas, compartían la moda entre sí. Estaban hablando de su último invento y de cómo hacer mejor una receta de chocolate o lo que sea. ¿No es así? Y no utilizaban una sola lengua. Utilizaban el teatro, la danza y la música. Creaban dibujos. Se comunicaban de otras maneras que nosotros olvidamos usar. Y no es sólo la historia oral que se ha transmitido con todos estos matices y conocimientos culturales, sino que todo eso debería ser llevado a una comprensión más plena.

ROB MARTINEZ:
Me gusta lo que decía Valerie sobre considerar la historia desde diferentes perspectivas. Es decir, sí, las mujeres, los esclavos, los marginados y también mirando hacia diferentes disciplinas. Incluso como historiador, considerar la antropología, la arqueología, la sociología, los estudios étnicos, todo ello forma parte de un panorama más amplio que nos ayuda a entender más plenamente la historia y a nosotros mismos. Si no lo hacemos, realmente nos estamos limitando. Estamos limitando nuestra perspectiva y nuestros puntos de vista y tenemos que recordar que cuando leemos un libro con el que no estamos de acuerdo nos ayuda a ampliar nuestra perspectiva. Tenemos que darnos cuenta de que hay voces en los documentos históricos. Sólo tenemos que abordarlos más profundamente. Las mujeres están ahí, están demandando a los hombres que las maltratan. Están comprando y vendiendo

tierras y animales. Hay testamentos, donde nos enteramos del tipo de vida que llevaban. Pero debemos buscar estas cosas porque no siempre van a saltar a la vista, pero ahí están.

El otro punto que quiero señalar es que, si decidimos ir más allá de nuestra zona de comodidad, no estamos borrando nuestra historia, no nos estamos deshaciendo de nuestra cultura, sólo estamos añadiéndole, añadiendo a lo que ya está ahí; cosas que tenemos que reconocer y aceptar. Es nuestra herencia. Se trata de nuestra historia aquí en Nuevo México. Nuevo México es un lugar multirracial y multicultural. No perdemos nada por decir, pues, ya sabes, hay un pasado español aquí pero también hay un pasado mexicano. De hecho, nuestro pasado español viene de México, y eso no borra nuestro pasado español sólo nos ayuda a entenderlo un poco mejor que, pues, este es un viaje que esta gente hizo desde España y el norte de África hasta México por el Camino Real siguiendo senderos que ya habían sido trazados por los indígenas de Norteamérica antes de que llegaran los españoles. O los indígenas de Estados Unidos en el Camino de Santa Fe, los indígenas de Norteamérica han atravesado el continente durante siglos, así que tenemos que entender eso y eso nos ayuda a alcanzar una comprensión más profunda. No borra el camino de Santa Fe, ni el camino Real. Sólo nos ayuda a entender que mucha gente contribuyó a hacernos lo que somos hoy.

Para ver la conversación completa consulte el canal de YouTube de CHART Santa Fe.[39]

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Otra forma en la que el proyecto CHART respondió a lo que escuchamos de los santafesinos y fomentó una comprensión más plena de Santa Fe, pasada y presente, es mediante nuestro blog de cultura. A continuación se muestran sólo algunas de las 37 entradas totales del blog. La serie completa puede verse en el sitio web de CHART.[40]

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## Entradas del blog de cultura que exploran la historia:

- Sufragista y más: Honoring Adelina "Nina" Otero-Warren [Sufragista y más: Cómo honrar a Adelina “Nina” Otero-Warren]
- Santa Fe’s Japanese Internment Camp [Campo de internamiento japonés de Santa Fe]
- Fray Angélico Chávez History Library [Biblioteca histórica Fray Angélico Chávez]
- El Zaguán & Historic Santa Fe Foundation [El Zaguán y Fundación Histórica Santa Fe]
- What’s on your reading list? (1-3) Books about history and culture [¿Qué hay en su lista de lectura? (1-3) Libros sobre historia y cultura]
- The Palace of the Governors [El palacio de los gobernadores]
- Become a Neighborhood Historian [Conviértete en historiador de barrio]
- Talking About Santa Fe Indian School [Hablemos de la escuela indígena de Santa Fe]
- Where do we stand? [¿En dónde nos encontramos?]
- Memories of La Fonda [Recuerdos de La Fonda]
- City Historian Project Debuts [Presentaciones de proyectos del historiador de la ciudad]
- Juneteenth and New Mexico Black History [*Juneteenth* y las historias de los negros en Nuevo México]
- Buffalo Soldiers in New Mexico [Soldados búfalo en Nuevo México]
- Centering Truths, Not So Evident [Verdades que nos centran, no tan evidentes]

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[39] CHART Santa Fe - YouTube [En inglés]
[40] www.chartsantafe.com [En inglés]

## Donde aprendemos historia

A CHART también le interesaba saber a dónde acuden los santafesinos para aprender sobre historia, con el fin de hacerse una idea qué tipo de recursos son sus preferidos y qué tan extensos son. La P9 de la segunda encuesta nos ayudó a cuantificar los resultados tal y como se muestra a continuación.

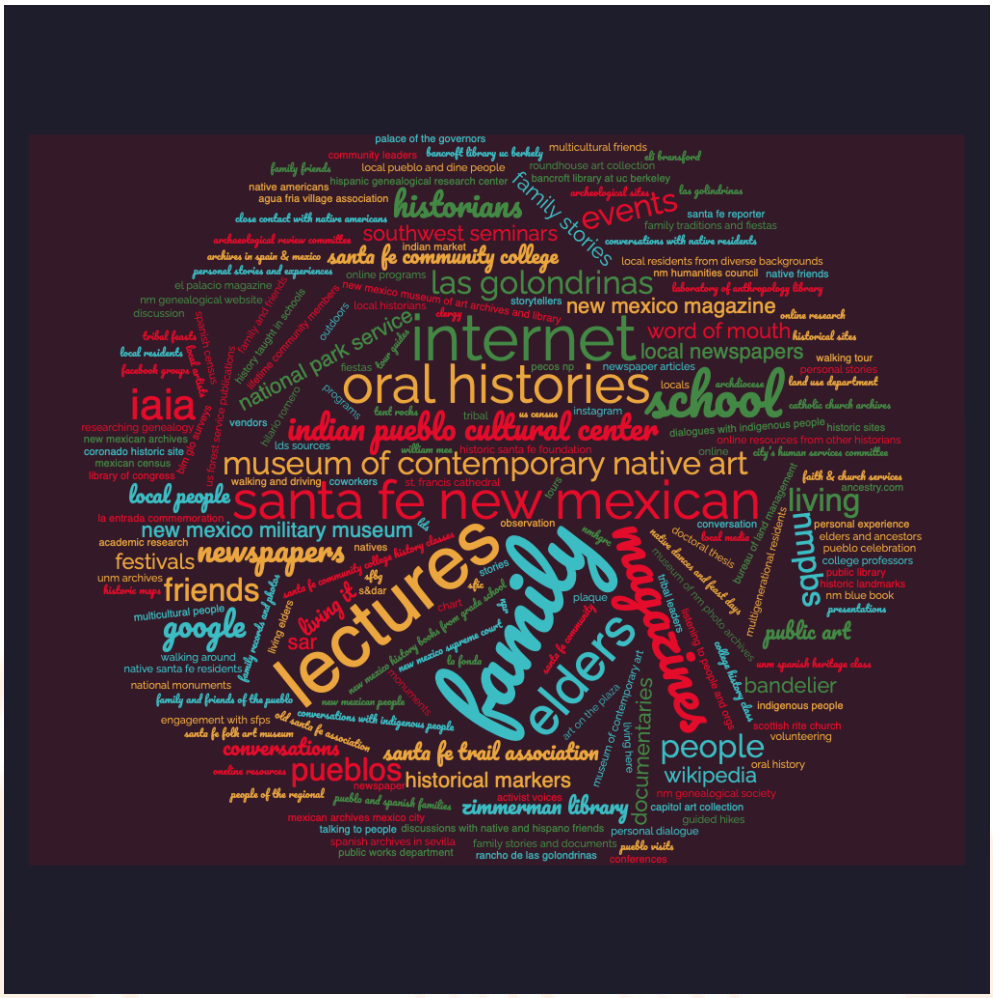
### P9 ¿Cuál de los siguientes recursos ha utilizado para conocer más sobre la historia de Oga Po'gay/Santa Fe? (Marque todos los que correspondan)

| ANSWER CHOICES | RESPONSES |
|---|---|
| Books | 79.93% |
| City of Santa Fe Historian | 22.84% |
| Museum of Indian Arts and Culture | 61.83% |
| Museum of Spanish Colonial Art | 44.37% |
| New Mexico History Museum | 72.59% |
| New Mexico Jewish Historical Society/Oral Family Stories | 10.28% |
| New Mexico State Archives (in person) | 17.46% |
| New Mexico State Archives (online) | 15.17% |
| New Mexico State Library (in person) | 22.19% |
| New Mexico State Library (online) | 12.56% |
| Office of the New Mexico State Historian | 12.07% |
| Palace of the Governors (National Park Service) | 51.88% |
| Poeh Cultural Center | 23.82% |
| Santa Fe Public Libraries | 53.83% |
| Wheelwright Museum of the American Indian | 39.48% |
| Website of the City of Santa Fe: www.santafe.org | 24.96% |

Los encuestados prefirieron los libros (80%), el Museo de historia de Nuevo México (73%), el Museo de arte y cultura indígena (62%), las bibliotecas públicas de Santa Fe (54%) y el Palacio de los gobernadores (52%). En el siguiente nivel se encuentran el Museo de arte colonial español (44%) y el Museo Wheelwright del indígena estadounidense (39%).

Además de otros recursos identificados en la pregunta, algunos participantes en CHART destacaron la familia, las escuelas, PBS de Nuevo México, los ancianos de las tribus, el Instituto de artes indígenas estadounidenses, el Centro cultural de los pueblos indígenas, los periódicos, la Fundación histórica de Santa Fe y la Asociación de la antigua Santa Fe como fuentes importantes de información histórica.  Estas y otras respuestas se reflejan en la siguiente nube de palabras.

**P9 CHART Encuesta 2 "Otras" respuestas**




Agregamos algunos otros recursos a esta lista y reconocemos que existen otros más, no especificados aquí, que también son útiles a la comunidad:

Instituto de investigación sobre los indígenas estadounidenses de la UNM: https://ifair.unm.edu
Escuela de investigación avanzada: https://sarweb.org
Centro para el suroeste: https://centerforthesouthwest.unm.edu
Instituto de investigación hispánica del suroeste: https://shri.unm.edu
Centro de estudios internacionales de la mujer: https://www.womensinternationalstudycenter.org
Historia afroamericana en Nuevo México: https://abqlibrary.org/localhistory/NMafricanamericanhistory

Además, el lector puede consultar la lista de libros compartida a través del Blog de cultura de CHART [41] para ver los libros sobre la historia de Santa Fe, la historia de Nuevo México, la historia de España y otros temas históricos.

## Cómo entender la compleja historia de la ciudad

En la segunda encuesta de CHART también se formularon preguntas importantes sobre los eventos patrocinados por la ciudad y sobre si estimulan a los habitantes y a los visitantes a participar de la compleja historia de la zona. Los resultados son mixtos y por lo tanto interesantes:

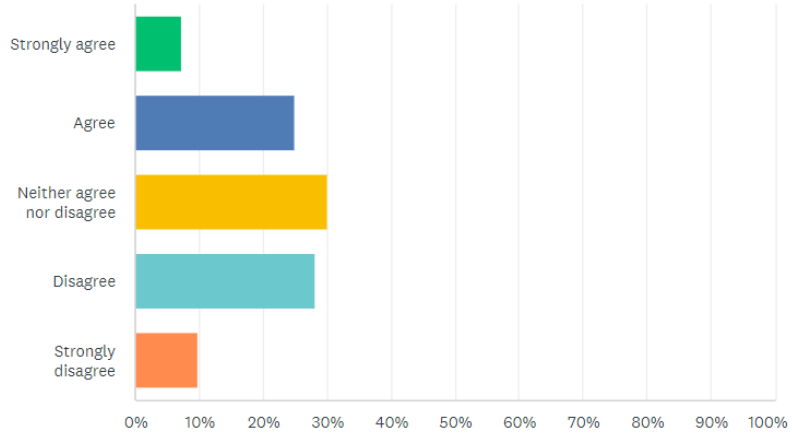
41 BLOG | CHART Santa Fe [En inglés]

**P10**
Los eventos organizados por la Ciudad de Santa Fe alientan a los RESIDENTES a comprender la compleja historia de Oga Po'gay/Santa Fe.

Q10

Events hosted by the City of Santa Fe encourage RESIDENTS to understand the complex history of Oga Po'gay/Santa Fe.

Answered: 613 Skipped: 26



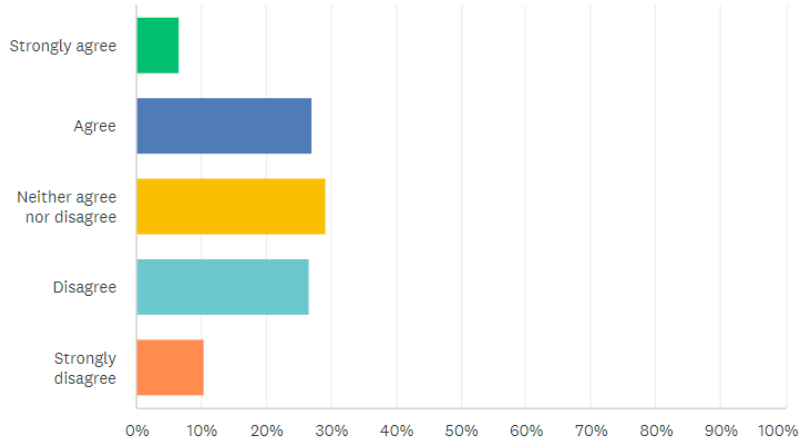

| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 7.18% |
| Agree | 24.96% |
| Neither agree nor disagree | 30.02% |
| Disagree | 28.06% |
| Strongly disagree | 9.79% |
| TOTAL | |

**P11**
Los eventos organizados por la Ciudad de Santa Fe alientan a los VISITANTES a comprender la compleja historia de Oga Po'gay/Santa Fe.

Q11

Events hosted by the City of Santa Fe encourage VISITORS to understand the complex history of Oga Po'gay/Santa Fe.

Answered: 613 Skipped: 26



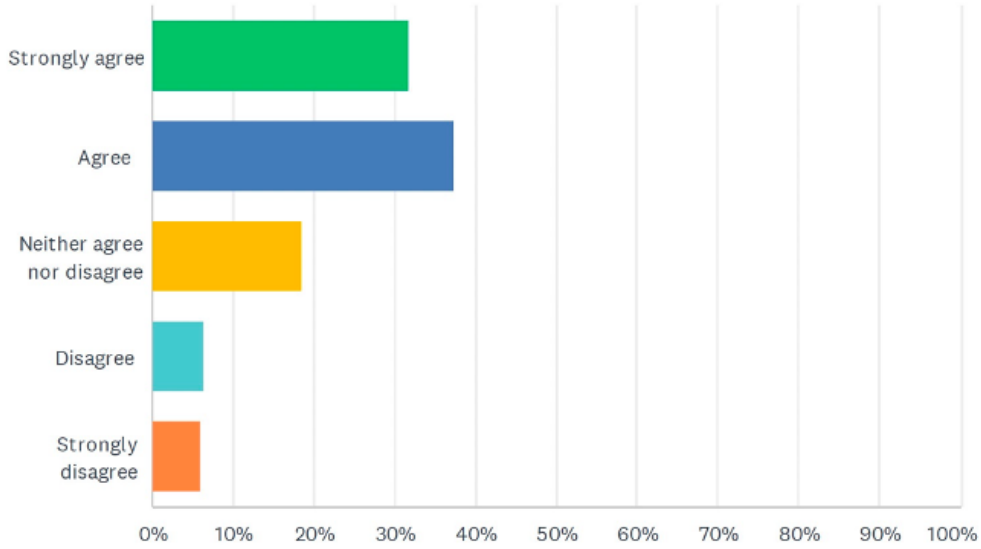

| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 6.53% |
| Agree | 27.08% |
| Neither agree nor disagree | 29.20% |
| Disagree | 26.75% |
| Strongly disagree | 10.44% |
| TOTAL | |

En el caso de los residentes, el 38% de los encuestados está en desacuerdo o muy en desacuerdo con la afirmación, mientras que el 37% está en desacuerdo o muy en desacuerdo con que los eventos de la ciudad estimulen a los visitantes a comprender nuestra compleja historia. En ambos casos, el 30% de los encuestados no está ni de acuerdo ni en desacuerdo. En cuanto a estar de acuerdo, el 32% de los encuestados está de acuerdo en que los residentes se sienten estimulados, mientras que el 34% está de acuerdo cuando se trata de los visitantes. Claramente, los santafesinos tienen sentimientos encontrados sobre lo que la ciudad está haciendo actualmente. Cuando se consideran estos resultados en relación con la P14 de la encuesta relativa a si “el entender la compleja historia de Oga Po'gay/Santa Fe mejorará las relaciones entre los residentes de diferentes razas, etnias, culturas y orígenes" (ver más abajo), los resultados de apenas el 30% no son lo suficientemente buenos. En respuesta a la P14, los encuestados estuvieron **abrumadoramente** de acuerdo en que el entender la compleja historia mejorará las relaciones entre los habitantes que son de diferentes razas, etnias, culturas y orígenes.

## Museo de historia de Santa Fe

A lo largo del proyecto, un importante número de participantes en el CHART recomendó la creación de un museo de historia dedicado específicamente a la historia de Santa Fe (lo que un participante denominó un “Museo de historia de Santa Fe”), por lo que planteamos esta pregunta a los habitantes en la Encuesta 2.

P12 Me gusta la idea de un "Museo de historia de Santa Fe" que promueva una comprensión más plena de la historia de Oga Po'gay/Santa Fe.

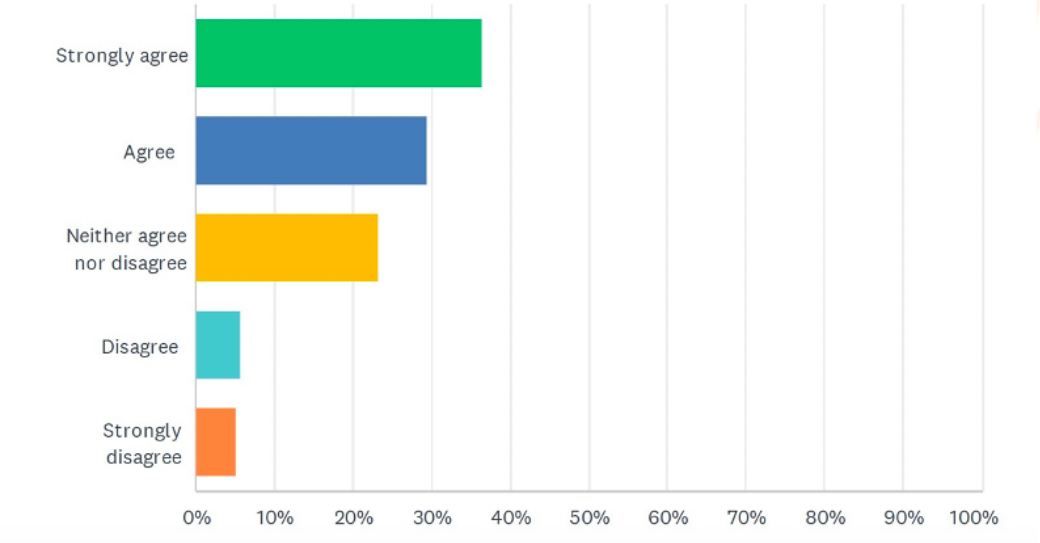



El 69% de los encuestados estuvo de acuerdo o muy de acuerdo en que les gustaba esta idea para promover una mejor comprensión de Oga Po'gay/Santa Fe.

## Historia y educación

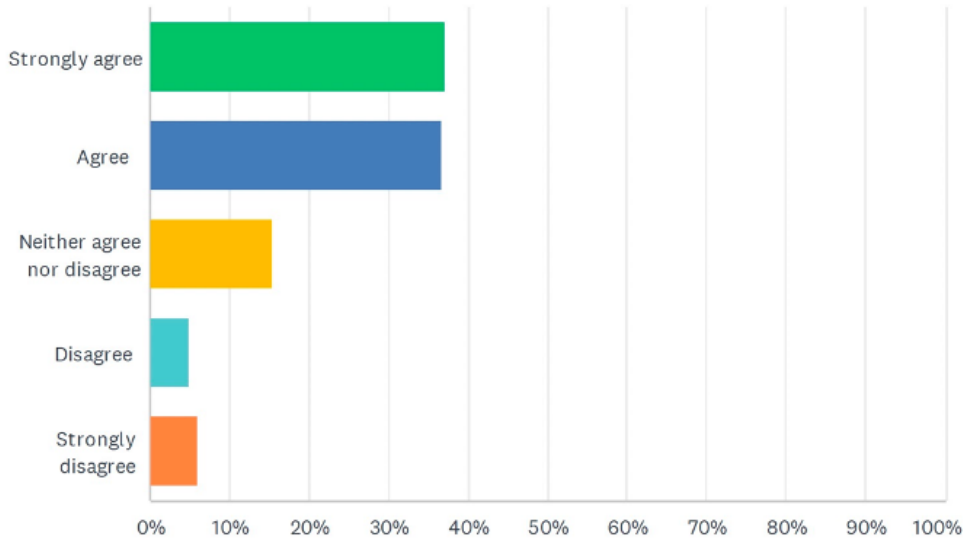
Además, los participantes de CHART se refirieron repetidamente a la necesidad de que el plan de estudios de educación desde jardín de niños hasta 12° grado mejore su labor en la enseñanza de la compleja historia de Oga Po'gay/Santa Fe. Los resultados de la P13 (mencionados arriba) revelan que el 66% de los encuestados está de acuerdo o muy de acuerdo con esta idea.

P13 En el plan de estudios educativo desde jardín de niños hasta 12° grado se debe hacer un mejor trabajo en la enseñanza de la compleja historia de Oga Po'gay/Santa Fe.



Al mismo tiempo, la mayoría de los encuestados (74%) está de acuerdo o muy de acuerdo en que la comprensión de nuestra compleja historia; de todos nosotros, jóvenes y mayores, mejorará nuestras relaciones recíprocas en una comunidad diversa y multicultural. Esto deja muy claro que el pasado desempeña un papel importante en nuestras relaciones actuales y que el conocimiento histórico profundo, amplio e inclusivo puede marcar la diferencia para el presente y el futuro.

## P14 La comprensión de la compleja historia de Oga Po'gay/Santa Fe mejorará las relaciones entre los habitantes de diferentes razas, etnias, culturas y orígenes.




Por las razones y resultados expuestos arriba presentamos las siguientes recomendaciones a la ciudad de Santa Fe.

# RECOMENDACIONES: HISTORIA

La ciudad de Santa Fe debería:

1. Emprender una revisión de los eventos/programas históricos, culturales y de otro tipo organizados por la ciudad de Santa Fe para evaluar si estimulan tanto a los residentes como a los visitantes a entender la compleja historia de la ciudad, tal y como se comenta en este informe;
2. La revisión antes mencionada debería contar con un grupo de asesores capacitados, con composición diversa e inclusiva;
3. Utilizar los resultados de las revisiones para mejorar los eventos/programas actuales;
4. Financiar, crear y presentar eventos adicionales que promuevan la comprensión de la compleja historia de Santa Fe y
5. Investigar la posibilidad de crear un museo dedicado específicamente a la compleja historia de Santa Fe que atraiga y beneficie tanto a los residentes como a los visitantes.

La Mesa de soluciones comunitarias del proyecto CHART identificó la educación desde jardín de niños hasta 12° grado y la educación en general sobre la historia de Santa Fe como tema importante y recomienda lo siguiente:

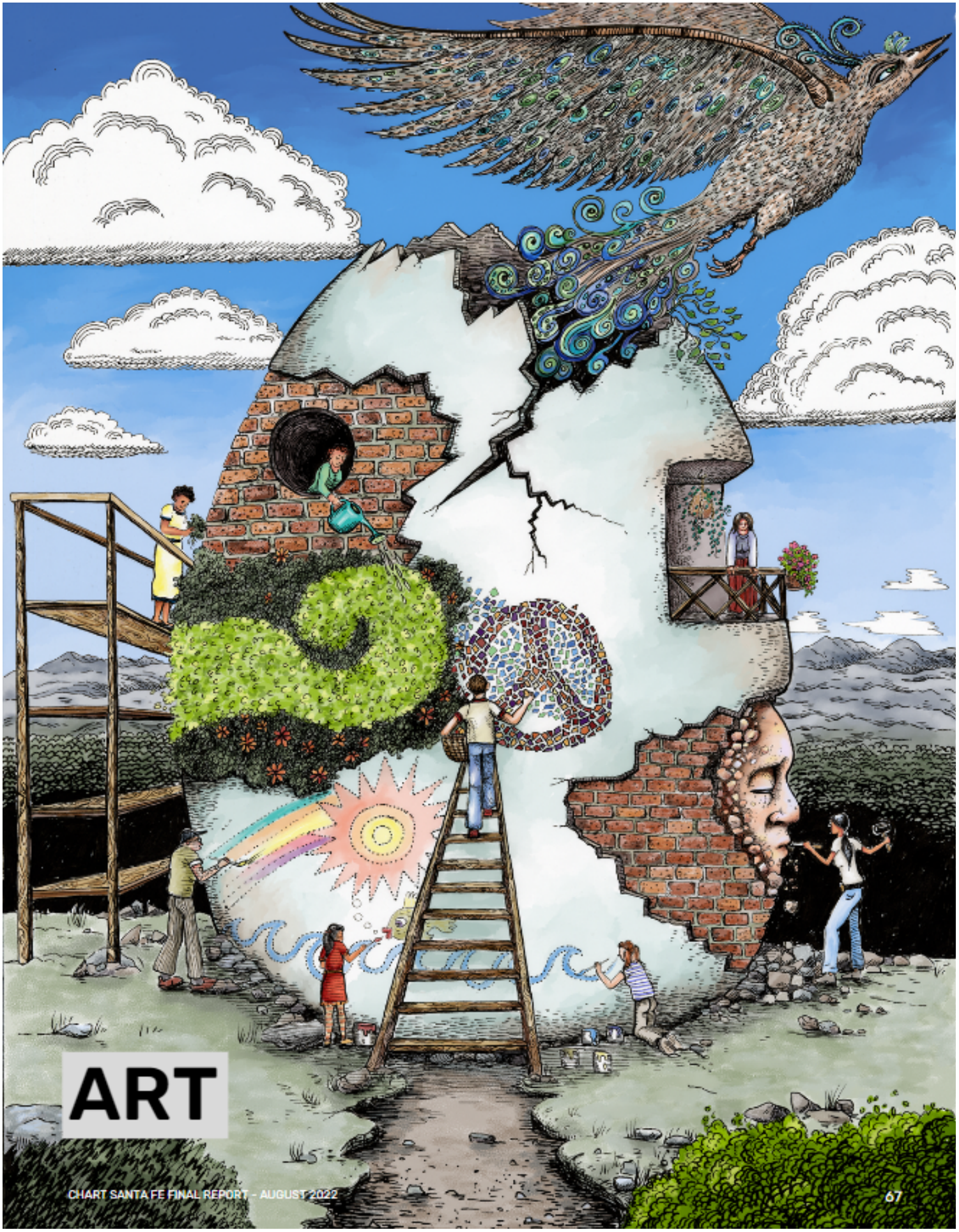
6. La ciudad de Santa Fe debería someter a revisión la historia de Oga Po'gay/Santa Fe, tal y como se enseña en las escuelas públicas de Santa, con base en las normas estatales y que se refleja en las exhibiciones de los museos y en el arte público en términos de su inclusión y su exactitud, reconociendo que a menudo hay versiones diferentes de un mismo acontecimiento(s). Esto es especialmente importante porque Santa Fe es la capital de Nuevo México. La ciudad debería llevar a cabo estas revisiones mediante un grupo de trabajo, comité o comisión competente y diversa, que incluya a representantes de las comunidades indígenas y proponer recomendaciones a las escuelas públicas y museos de Santa Fe, así como a su propio Departamento de arte y cultura.

La Mesa de soluciones comunitarias reconoce la reciente actualización de las Normas de estudios sociales del estado de Nuevo México por parte del Departamento de educación pública de Nuevo México y su labor sobre la diversidad e inclusión de pueblos y perspectivas. https://webnew.ped.state.nm.us/wp-content/uploads/2022/02/NM-Standards-508.pdf [En inglés]

CHART reconoce que la anterior Asesora de educación de la ciudad, Carmen Gonzales (nombrada en 2018 por el alcalde Webber) y la Dra. Verónica García copresidieron un grupo de trabajo de "Apoyo a la educación" que desarrolló algunos puntos de acción[42] (11 de junio de 2018) para la colaboración entre la ciudad y las escuelas públicas de Santa Fe. Si bien la enseñanza de la historia de Santa Fe no se abordó en este documento, podría utilizarse un proceso similar a la recomendación 6, con especial atención a la inclusión de miembros indígenas en el grupo de trabajo.

El lector también puede consultar el Apéndice G para leer las recomendaciones formuladas por los participantes en las respuestas a la Encuesta 1.

[42] Búsqueda en la página web de la ciudad de Santa Fe | Supporting Education Working Group



# ART

“El arte público es intrínseco a la vida pública, especialmente en épocas polémicas y desafiantes y también puede reflejar y responder a cuestiones sociopolíticas e históricas, culturas y experiencias humanas”. *–Encuestado, Encuesta 1*

“Hay muchas maneras de que todos podremos comprender mejor nuestra historia y cultura únicas. Ofrecemos fantásticos museos, conferencias, programas, eventos, arte, poesía, música, sitios históricos y mucho más y esto debería continuar. Se puede y se debe fomentar una mayor apreciación de los valores e historia de nuestros indígenas Pueblo. Una "Plaza del sur" sería una gran manera de permitir una mayor comprensión recíproca y experiencia de las distintas culturas que viven aquí”. *–Encuestado, Encuesta 1*

“Permitir que todas las tradiciones locales brillen, no sólo las que generan $$$. Más eventos locales gratuitos y entrada a los museos para las familias que no pueden costearlo. El *Railyard* es la nueva plaza pero no atiende a los lugareños tanto como a los turistas y a otros y se nota”. *–Encuestado, Encuesta 1*

“Como afirma la joven poeta y pensadora Amanda Gorman; ‘Nunca subestimes el poder del arte como lengua del pueblo. La poesía es la lente que utilizamos para interrogar a la historia en la que nos basamos y al futuro que defendemos. No es casualidad que en la base de la estatua de la libertad haya un poema. Nuestro instinto es recurrir a la poesía cuando buscamos comunicar un espíritu mayor a nosotros mismos. Cada vez que escribo pongo atención a la historia de las palabras. La historia específica de las palabras en el poema inaugural fue: ‘hemos visto las formas en que el lenguaje ha sido violentado y se ha usado para deshumanizar. ¿De qué forma puedo reclamar el inglés para que podamos verlo como una fuente de esperanza, purificación y conciencia?’” *–Encuestado, Encuesta 1*

“Hagamos un llamado a la gente asegurándonos de incluir a todo el mundo (representantes tribales, educadores, estudiantes, científicos, artistas, jubilados, historiadores, curadores, gente común y corriente y todos los que puedan brindar historias e información relevante) para que compartan sus historias, ya sean escritas o registradas de otra manera y formemos un archivo donde toda persona pueda acceder a esta información”. *–Encuestado, Encuesta*

“Compartir experiencias por medio de las artes es una forma excelente de escuchar y procesar esas historias con los demás”. *–Encuestado, Encuesta 1*

“Una experiencia de teatro en vivo o un vídeo (ya sea un documental/entrevista o gráficos con movimiento) que presenten de forma poderosa y artística diferentes puntos de vista y den espacio a cada uno con la mayor divinidad y empatía humanas. Las perspectivas solicitadas deben expandirse más allá de la tríada de culturas que típicamente se presenta como el rostro de Nuevo México: indígenas de Estados Unidos, españoles y anglosajones. La identidad humana va más allá de su raza. Reconozcamos también la plenitud de quienes viven aquí ahora y el por qué eligieron estar aquí”. *–Encuestado, Encuesta 1*

“Apoyemos el arte público al aire libre y los eventos en toda Santa Fe, cuanto más el arte público sea accesible, más perspectivas diversas se podrán compartir y debatir”. *–Encuestado, Encuesta 1*

“...el medio artístico de Santa Fe se encuentra casi exclusivamente en el centro de la ciudad, por lo que hay más actividad económica en la zona y por lo tanto más prosperidad económica en las propiedades circundantes. Esto genera una tendencia de la que se ha desarrollado en gran medida en los últimos 50 años. Menos gente de color que haya heredado la lengua, la cultura, el arte y demás de las familias de ascendencia latina/mexicana que vivían en el distrito ahora “histórico”. Sin esa comunidad, el distrito no tendría la cultura que hizo que la zona fuera tan popular. A decir verdad, no podemos tener una cultura de admiración y colaboración si las diferentes piezas de ese mosaico se ven aún más privadas del crecimiento de la cultura en cuestión”. *–Encuestado, Encuesta 1*

“Sin embargo, debido a la legislación, el mayor porcentaje de fondos se asigna a grandes organizaciones a menudo asociadas con la industria del turismo, un importante motor económico para Santa Fe. Cabe señalar que, según los datos recopilados durante la fase de participación pública, existe cierta percepción por parte de la comunidad de que un “enfoque turístico” no apoya directamente a los habitantes y que conduce a una distorsión de la identidad cultural de la ciudad”. *–Culture Connects: A Cultural Cartography*

# ARTE

Al centro de la sigla de CHART está la letra “A” de Arte. Así es la comunidad de Santa Fe, ya sea que se refleje en las líneas y curvas de las mesetas, las montañas, el lecho del río, las suavemente perfiladas esquinas del adobe y el brillo de los techos de metal, la joyería, los santos, los tapetes, la cerámica, la moda, los murales, la escultura, la poesía, la ópera, el teatro, la danza, los monumentos, los museos, las experiencias artísticas de inmersión, las puestas de sol interrumpidas por el arco iris y más. El arte también es ritual; secular y espiritual: Zozobra, el desfile de las mascotas, la danza del aro, la danza del venado, las posadas, el Sabbat, el encendido de velas, la oración ritual.

En Santa Fe, el arte se comercializa vigorosamente para los turistas, pero el “arte”, en su sentido más amplio, es una parte integral de la vida cotidiana de los habitantes y tiene el potencial de hacer mucho más que atraer visitantes y generar ingresos. Puede reflejar la comunidad multicultural de Santa Fe y, al hacerlo, fortalecer las relaciones entre los habitantes y promover la comprensión entre la gente, la historia, el lugar y el patrimonio.

Durante la ejecución del proyecto CHART, oímos hablar mucho del arte, incluidos los monumentos, los monumentos dedicados a personajes y las obras de arte público. Queda claro que:

- Los santafesinos valoran las artes y el lugar que éstas ocupan en el corazón de la vida comunitaria;
- Los residentes opinan que las artes tienen una capacidad única para expresar diversas identidades, culturas, tradiciones y perspectivas;
- Los residentes perciben una distribución geográfica desigual del arte público (y su financiación/ingresos asociados a él) en la ciudad y el condado;
- Los residentes opinan que el “mito tricultural” no representa la población actual de Santa Fe, margina a ciertos habitantes y comunidades y representa erróneamente a la comunidad;
- Algunas obras de arte, especialmente en forma de monumentos, requieren una nueva atención y una evaluación cuidadosas que incluyan un proceso público inclusivo;
- Las controversias sobre los monumentos (en particular el Monumento a los soldados/“obelisco”) han afectado profundamente a la comunidad de Santa Fe, al tiempo que nos han impulsado a abordar problemas de larga data; y
- Las artes tienen una capacidad única para promover la verdad, la sanación y la reconciliación.

Durante el proyecto, las conversaciones sobre el arte se centraron comúnmente en si las obras públicas reflejaban adecuadamente la diversidad de la población actual y el proceso (qué fue lo que salió mal con el Monumento a los soldados y qué debería hacerse con los monumentos). En esta sección, comenzaremos con lo que los participantes de CHART tuvieron que decir sobre el arte público y sobre el proceso, abordaremos el programa “Sueños y conversaciones monumentales” de CHART y entonces dirigiremos nuestra atención al Monumento a los soldados/“obelisco”.

Al igual que en el resto de las secciones de este informe, es importante mencionar que los resultados y las recomendaciones se basan en la gran cantidad de datos recopilados a lo largo de 11 meses de actividades de participación pública.

## Arte público

> “En pocas palabras, el arte público es el arte en los espacios públicos. El término "arte público" puede evocar imágenes de históricas estatuas de bronce de un soldado a caballo en un parque. Hoy en día, el arte público puede adoptar una amplia gama de formas, tamaños y escalas, y puede ser temporal o permanente. A menudo interpreta la historia del lugar, su gente y quizás aborda una cuestión social o medioambiental. El arte público puede incluir murales, esculturas, monumentos dedicados a personajes,

obras arquitectónicas o paisajísticas integradas, arte comunitario, nuevos medios digitales ¡e incluso presentaciones artísticas y festivales!”. [43]

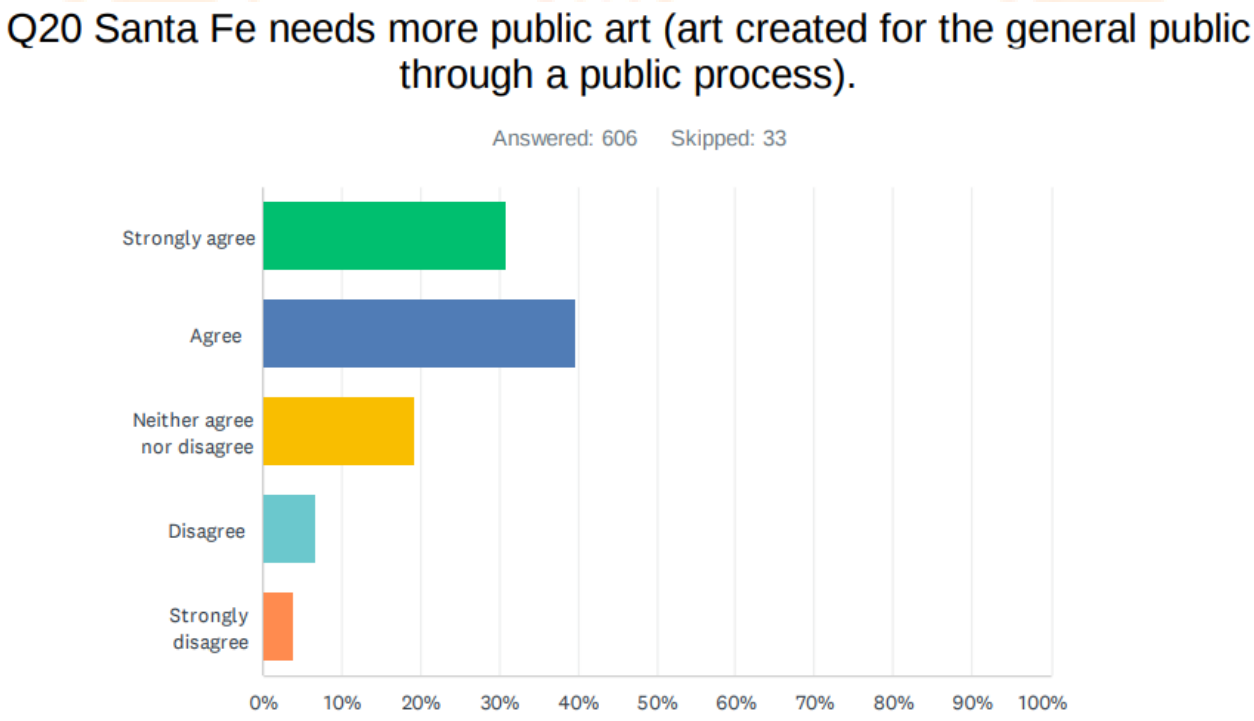
A efectos de este informe, CHART utiliza el “Arte” como un término general que incluye el arte público, los monumentos y los monumentos dedicados a personajes. A veces, durante el proceso de CHART, los participantes hablaron de los tres tipos bajo el mismo concepto y otras veces (especialmente en lo que respecta a las controversias actuales) optaron por separar el arte público de los otros dos.

Somos conscientes de que las líneas divisorias entre las obras de arte público, los monumentos y los monumentos dedicados a personajes son, en el mejor de los casos, temporales. Históricamente, las obras de arte público han generado controversias tan violentas como cualquier otra en torno a los monumentos y monumentos dedicados a personajes, incluido el "Mural multicultural", de Gilberto Guzmán, en el sitio para el nuevo Museo de arte de Nuevo México (NMMOA) Vladem Contemporary. En este informe hacemos todo lo posible para honrar las diferencias que resaltaron los participantes de CHART, así como los puntos en común.

La segunda encuesta de CHART incluyó una sección sobre arte con preguntas basadas en las respuestas recibidas de las participantes, recopiladas durante los primeros 8 meses del proyecto. Las preguntas de la encuesta se diseñaron para confirmar (o negar) lo que habíamos escuchado en el transcurso la participación pública, así como para confirmar algunas de las diferencias que habíamos escuchado.

Las respuestas a la P20 nos indican si los santafesinos quieren ver más arte público definido como “arte creado para el público en general a través de un proceso público”.

**P20**
Santa Fe necesita más arte público (arte creado para el público en general a través de un proceso público).

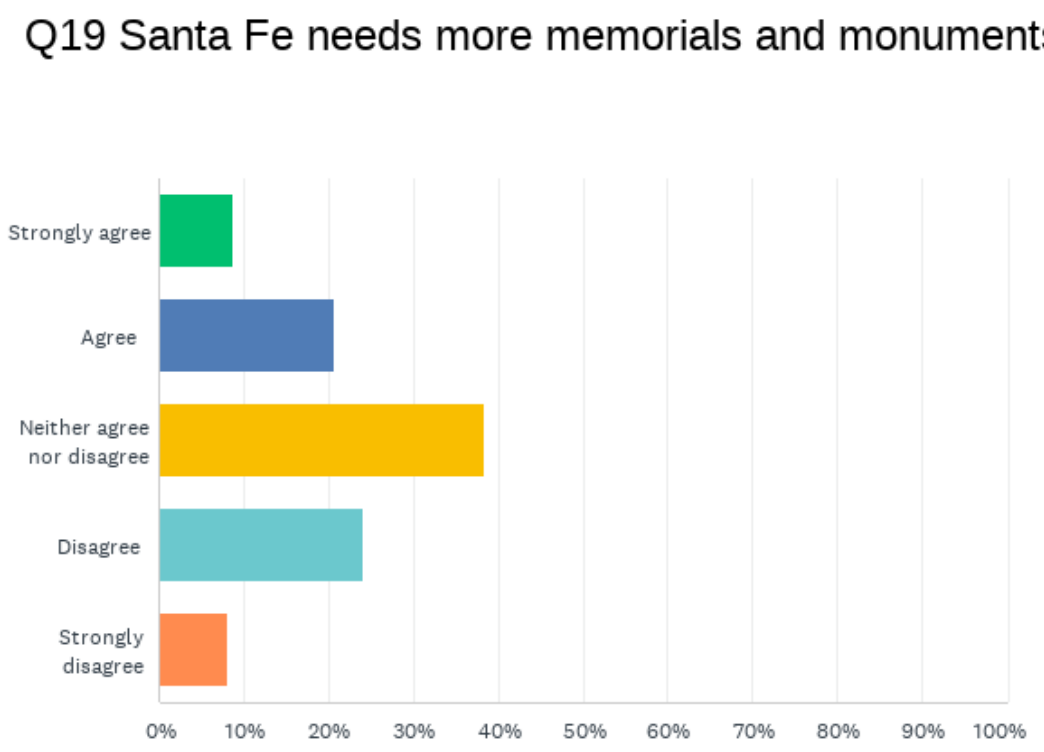



[43] Arte Público| Americans for the Arts [En inglés]

Más del 70% de los santafesinos está de acuerdo o muy de acuerdo en que Santa Fe necesita más arte público. Este resultado refleja lo escuchado durante muchos meses de interacción: un menor énfasis en más arte para los turistas y uno mayor en arte para habitantes.

Los resultados de la P20 contrastan notoriamente con las respuestas a la P19 (“Santa Fe necesita más monumentos y monumentos dedicados a personajes”).

**P19**
“Santa Fe necesita más memoriales y monumentos.”




Aquí, sólo el 29.4% está de acuerdo o muy de acuerdo con la afirmación. Debido a este contraste, interpretamos que los datos indican que los habitantes opinan que Santa Fe necesita más arte público que no sea monumentos ni monumentos dedicados personajes.

## Diversidad y distribución

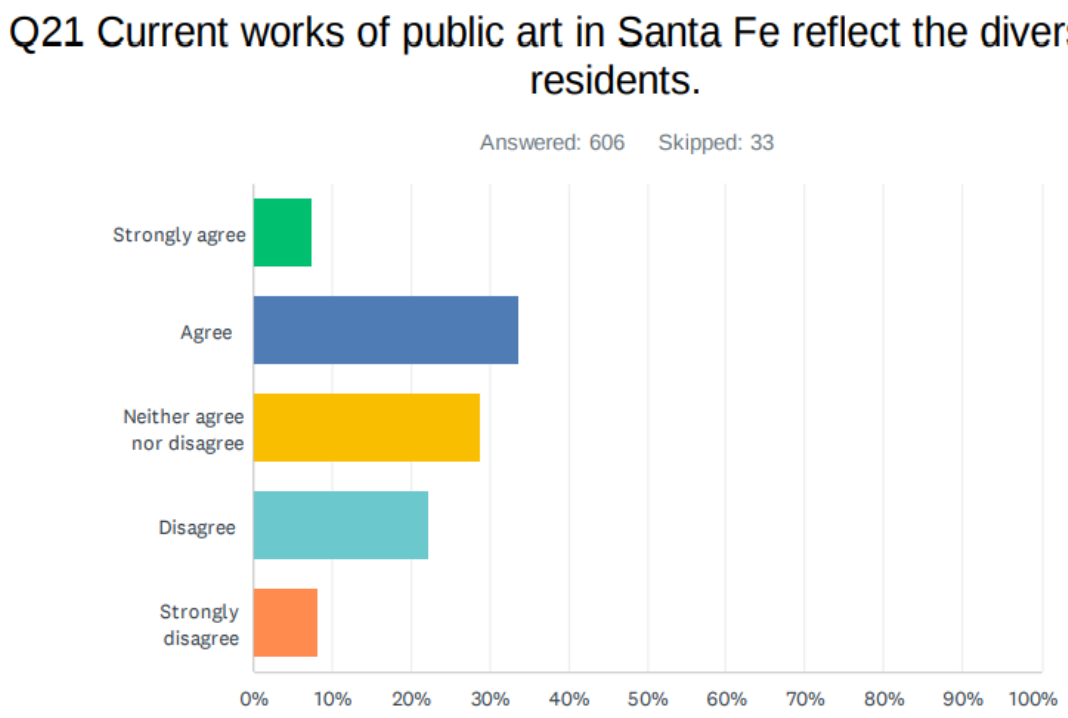
Durante el proyecto, CHART también escuchó con frecuencia hablar sobre el “mito tricultural”, una campaña de desarrollo de marca de obstinada persistencia y las diferentes formas en las que tergiversa a la comunidad, perpetúa los estereotipos culturales y margina las artes de las tradiciones culturales distintas a las de la “triada”.

> “Santa Fe está conformada por una amplia gama de culturas y etnias que van más allá del mito tricultural que se perpetúa aquí”.

> “...no somos sólo triculturales cuando escuchamos los relatos personales de cada uno sin culpar, avergonzar ni juzgar. Necesitamos apropiarnos de cada uno de los aspectos oscuros de nuestras culturas y también de los luminosos, de lo contrario el aspecto de la oscuridad nos derrotará en cuanto a nuestra unidad y diversidad”.

Por esta razón, CHART incluyó la siguiente pregunta en la segunda encuesta para saber cómo se relacionan estas opiniones con las obras de arte público actuales en Santa Fe. Los resultados son interesantes:

**P21**
“Las obras de arte público actuales en Santa Fe reflejan la diversidad de sus residentes.”




Menos de la mitad (41%) de los encuestados está de acuerdo o muy de acuerdo en que “las actuales obras de arte público de Santa Fe reflejan la diversidad de sus habitantes”; el 29% no está ni de acuerdo ni en desacuerdo y el 30% está en desacuerdo o muy en desacuerdo con esta afirmación. Dado que los resultados son mixtos, aproximadamente de cincuenta y cincuenta, CHART examinó los resultados en función de la raza y el origen étnico autoidentificados por los encuestados:

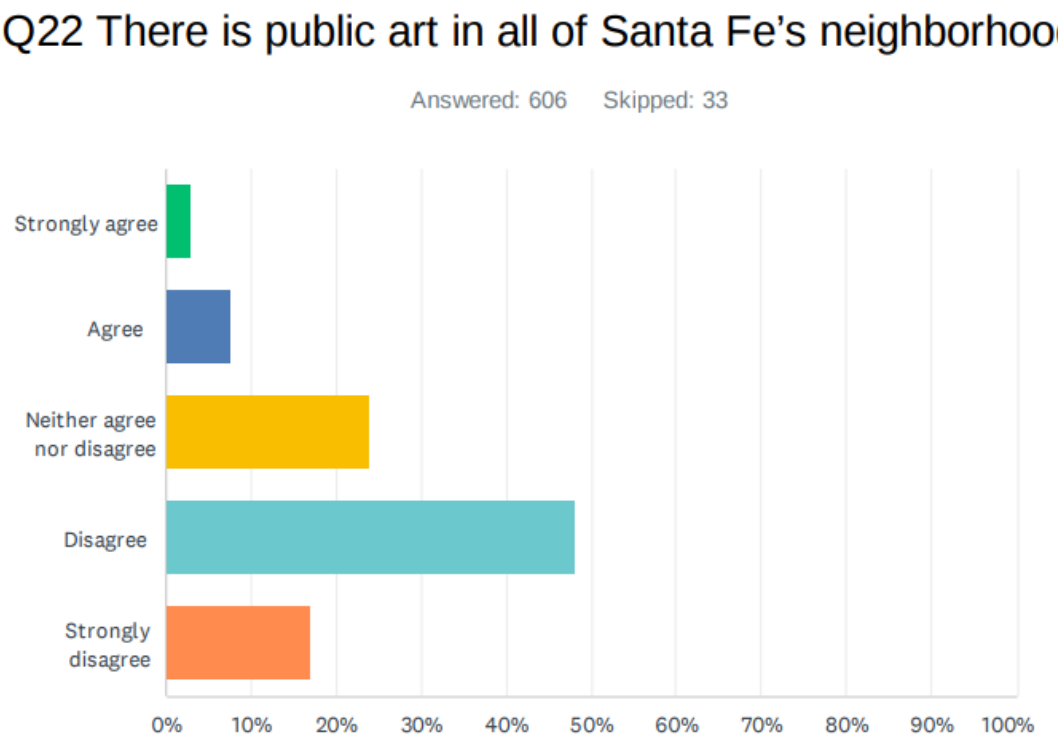
**Agree or Strongly Agree: "Current works of public art in Santa Fe reflect the diversity of its residents"**

**CHART**

| | % |
|---|---|
| Asian American or Pacific Islander | 25 |
| Black or African American | 20 |
| Hispanic or Latino | 43 |
| Native American or Alaskan Native | 34 |
| White or Caucasian | 41 |
| Multiracial or Biracial | 46 |
| A race/ethnicity not listed here | 34 |

Sólo el 20% de los encuestados que se identifican como negros o afroamericanos creen que las obras de arte actuales reflejan la diversidad de la comunidad y el 25% de los que se identifican como asiáticos o isleños del Pacífico les siguen de cerca. Todos los porcentajes anteriores están por debajo o muy por debajo del 50% e indican que la mayoría de los encuestados no ven reflejada la diversidad de la comunidad en el arte público.

CHART formuló una pregunta relacionada (P22) en la Encuesta 2 basada en lo que escuchamos durante la fase de aportación pública del proyecto sobre si "Hay arte público en todos los barrios de Santa Fe":




Más del 65% de los encuestados está en desacuerdo o muy en desacuerdo con esta afirmación y el 24% no está ni de acuerdo ni en desacuerdo. Algo menos del 11% está de acuerdo o muy de acuerdo. Existe un fuerte consenso aquí de que el arte público, una forma muy importante de reflejar y celebrar a la gente, el lugar y la cultura, no está situado equitativamente por toda la ciudad y el condado.

En respuesta a los resultados anteriores, hacemos las siguientes recomendaciones relativas a la diversidad y distribución del arte público en Santa Fe.

## RECOMENDACIONES: DIVERSIDAD Y DISTRIBUCIÓN DEL ARTE PÚBLICO

1. La ciudad de Santa Fe debería asignar más recursos al Departamento de arte y cultura para apoyar la creación de más arte público;
2. El Departamento de arte y cultura debe reconocer la distinción que los santafesinos hacen entre arte y monumentos/monumentos dedicados a personajes y centrar sus esfuerzos en nuevas obras de arte público que no sean monumentos ni monumentos dedicados a personajes;
3. Las nuevas obras de arte público deben reflejar la población actual y multicultural de Santa Fe y resistir el "mito tricultural";
4. Las campañas de turismo de la ciudad de Santa Fe deberían concentrar sus esfuerzos en aclarar el mito tricultural de Santa Fe;
5. Las nuevas obras de arte público (distintas de los monumentos dedicados a personajes y monumentos) deben distribuirse más equitativamente entre los barrios y espacios de la ciudad y el condado;
6. La creación de nuevas obras de arte debería adherirse a los procesos recomendados en la sección siguiente; y
7. La creación de nuevas obras de arte público debería involucrar a los ciudadanos, especialmente a los que viven en el lugar donde se ubicará la nueva obra de arte, en la concepción y el diseño de las nuevas obras de arte.

### Sueños y conversaciones monumentales

Como corolario del diálogo y de los resultados de la encuesta sobre el arte público, un programa especial del proyecto CHART puso al descubierto información adicional sobre los tipos de obras imaginadas por los santafesinos para su comunidad. El contrato de CHART con la ciudad de Santa Fe exigía una activación artística que "involucraría a la comunidad artística y cultural de Santa Fe a producir entre 5 y 8 activaciones artísticas siguiendo el modelo de los Monumentos de Papel, aunque no exclusivamente".

Proyecto Monumentos de Papel de Nueva Orleans:

> "es un proyecto de **arte e historia públicos** diseñado para elevar las voces de la gente de Nueva Orleans, como un proceso crítico hacia la creación de nuevas narrativas y símbolos de nuestra ciudad que representen nuestras concepciones colectivas y para honrar las historias borradas de personas, eventos, movimientos y lugares que han conformado los últimos 300 años mientras dirigimos la mirada hacia el futuro". [44]

La versión del proyecto de CHART, "Sueños y conversaciones monumentales" (véase la descripción completa, en el Apéndice I) preguntó a los santafesinos: "¿Qué cosa amerita un monumento, un monumento dedicado a personajes o una obra de arte en Santa Fe?" e invitó a cualquier residente de la ciudad o del condado a presentar una propuesta sencilla. El objetivo era crear un conjunto de posibles monumentos, monumentos dedicados a personajes y obras de arte público que comunicaran lo que es importante para los habitantes de la ciudad y el condado de Santa Fe, así como generar conversaciones sobre los movimientos, acontecimientos, cosas, lugares y personas que son importantes para los habitantes.

CHART invitó a artistas y no artistas, por igual, a presentar propuestas e hizo hincapié en que no se requería ninguna especialización (es decir, habilidades artísticas). Las respuestas de texto simple eran tan aceptables como las imágenes y dibujos más complejos. La respuesta fue sólida y diversa. Recibimos 85 propuestas de la más amplia variedad, incluyendo las provenientes de niños,

[44] Paper Monuments [Monumentos de papel] [En inglés]

adolescentes y adultos, así como de organizaciones. Todas ellas pueden consultarse en la página web de CHART en “Propuestas”.

Con el propósito de cumplir con el aspecto de “conversaciones” del programa, CHART expuso las propuestas para que el público las tuviera a la vista, las comentara y dialogara en dos eventos, el 11 de junio y el 17 de julio y también proporcionó los medios para que cualquiera pudiera ver las propuestas y enviar comentarios públicos en línea. Hubo decenas de “conversaciones” derivadas de las propuestas presentadas en los eventos presenciales de la “galería” o mediante comentarios en línea. En total, CHART recibió 737 comentarios (de 144 personas) sobre las propuestas. A continuación encontrará información adicional sobre las propuestas.

## MONUMENTAL DREAMS PROPOSALS

| **Types of Monuments Proposed*** | |
|---|---|
| Events | 9 |
| Movements | 14 |
| Places | 23 |
| Things | 19 |
| Persons | 14 |
| Other | 32 |
| *Several proposals indicated more than one type | |

| **Locations**** | |
|---|---|
| Plaza, replace Soldiers Monument | 15 |
| Restore Soldier's Monument | 10 |
| Elsewhere on Plaza | 6 |
| Elsewhere in city/county (not Plaza | 50 |
| No location provided/No Answer | 8 |
| *Several proposals listed more than one location* | |

| **Zip Codes/Proposals** | |
|---|---|
| 87501 | 19 |
| 87502 | 2 |
| 87505 | 28 |
| 87506 | 7 |
| 87507 | 7 |
| 87508 | 5 |
| 87530 | 1 |
| 87532 | 1 |
| 87537 | 1 |
| 87110 | 1 |
| 87594**** | 9 |
| No Zip Provided | 4 |
| ****Nine entries were received from one person living in 87594 | |

## CHART

| **Types of Art** | |
|---|---|
| Sculpture | 33 |
| Structure | 18 |
| Statue(s) | 10 |
| Other*** | 14 |
| Mural | 3 |
| Stories | 2 |
| Retablo | 1 |
| Dance | 1 |
| Garden | 1 |
| Solar Charging Station | 1 |
| Quilt | 1 |
| *** including Flower Swing, Displays, Trees, and more | |

| **Years Living in Santa Fe****** | |
|---|---|
| 0-5 | 10 |
| 6-10 | 7 |
| 11-20 | 15 |
| 21+ | 26 |
| No answer | 4 |
| ******62 Submitters (see below)* | |

| **Total # of Proposals** | 85 |
|---|---|
| Total # Submitters | 62 |

En cuanto a lo que los santafesinos valoran (tal y como se refleja en las propuestas), la gama fue amplia. Sin embargo, surgieron algunos temas comunes. Veinticuatro de las 85 propuestas honraban el mundo natural: el agua, el sol, la tierra, los árboles, las puestas de sol, los árboles, las semillas, incluso las abejas, así como la restauración del hábitat. Varias propuestas incluyen fuentes de agua, así como elementos de agua simbólicos que reconocen que “el agua es vida para todos”. Catorce de las 85 propuestas rinden homenaje a la diversa comunidad de Santa Fe, honrando las “diversas culturas”, las “culturas combinadas” y la idea de “muchos viajes, un mundo”. Otras 14 están dedicadas a los héroes, especialmente a los veteranos (“Nuevomexicanos en el bando de la Unión en la guerra civil”) y a las mujeres (a Claudette Covin, a la Virgen de Guadalupe, Mujeres de Nuevo México). Seis de las propuestas honran a los ancestros, a los ancianos y a las familias y cinco están dedicadas a los adolescentes: sus sueños, sus deseos de irse, incluso sus malos comportamientos. Cuatro hacen hincapié en la historia indígena antes de la colonización, en la identidad y la cultura indígenas y en la “historia a menudo silenciada de la esclavitud indígena”. Otras propuestas honran la memoria, los artistas, la música, los derechos civiles, la libertad y la justicia, la paz/la no violencia, conejitos juguetones y abrazos.

Invitamos al lector de este informe a que dedique un poco de tiempo a leer las propuestas en la página web de CHART.

Hubo un gran interés en estas propuestas por parte de los santafesinos. A través de los eventos presenciales y de la presentación de diapositivas en línea, CHART recibió más de 760 comentarios sobre las propuestas: elogios, críticas, análisis y mucho más, a medida que los habitantes se percataban de aquello que los santafesinos desean honrar y conmemorar a través del arte público.

Las propuestas del programa de Sueños y conversaciones monumentales constituyen un recurso vital a considerar y para estimular la conversación: son una imagen instantánea de lo que los habitantes podrían ver al transitar por los espacios públicos de los barrios de su comunidad.

## RECOMENDACIÓN: “SUEÑOS Y CONVERSACIONES MONUMENTALES”

Debido a la entusiasta respuesta al proyecto CHART “Sueños y conversaciones monumentales”, efectuamos las siguientes recomendaciones:

1. El Departamento de arte y cultura de la ciudad de Santa Fe debería considerar las propuestas presentadas y los comentarios del público sobre el proyecto “Sueños y conversaciones monumentales” de CHART en sus deliberaciones sobre qué tipo de nuevos monumentos, monumentos dedicados a personajes y obras de arte podrían crearse para la comunidad de Santa Fe.

## Proceso: Creación y evaluación del arte público (incluidos los monumentos y monumentos dedicados a personajes)

> "A medida que caen los monumentos y las estatuas en todo Estados Unidos, los activistas y las ciudades se preguntan qué hacer con los espacios vacíos que una vez honraron a figuras históricas relacionadas con generales confederados y conquistadores españoles. La oportunidad de reimaginar los espacios ha desembocado en un debate: ¿Qué historias debería ahora honrar Estados Unidos de América la historia y por qué?" [45]

El "Qué hacer" con los monumentos y monumentos dedicados a personajes nos lleva a la idea del proceso: ¿Cómo se toman las decisiones para crear, evaluar y (si es necesario) descartar el arte público? ¿Quién forma parte del proceso? ¿Qué tipo de limitaciones existen?

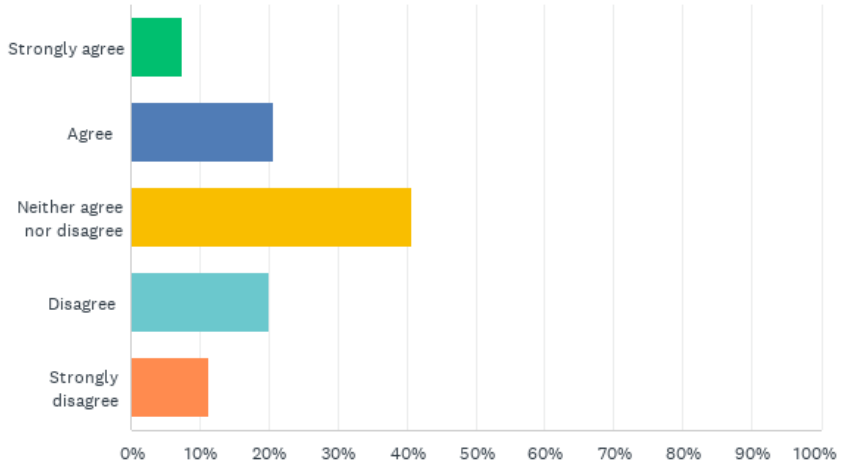
Muchos de los encuestados de la Encuesta 1 hicieron referencia al proceso, especialmente a lo que ocurrió y no ocurrió con el Monumento a los soldados/"obelisco". Escuchamos lo mismo durante la fase de diálogo público de CHART. Esto llevó a conversaciones relacionadas (con muchas preguntas) sobre los procesos relacionados con el arte público, en general. Debido a esto, CHART incluyó varias preguntas en la Encuesta 2 que pretendían darnos una idea más clara de lo que los habitantes saben y no saben sobre dichos procesos.

Las gráficas, a continuación, muestran los resultados:

**P15**
"Actualmente, la Ciudad de Santa Fe tiene un proceso para crear nuevos monumentos públicos, memoriales y obras de arte público (arte creado para el público en general a través de un proceso público)."

[45] 8 de julio de 2020, Washington Post, Russell Contreras, "Monuments and statues are falling. But what comes next?"[Los monumentos y las estatuas están cayendo. Pero ¿Qué sigue?] [En inglés]

Q15 Currently, the City of Santa Fe has a process for creating new public monuments, memorials, and works of public art (art created for the general public through a public process).



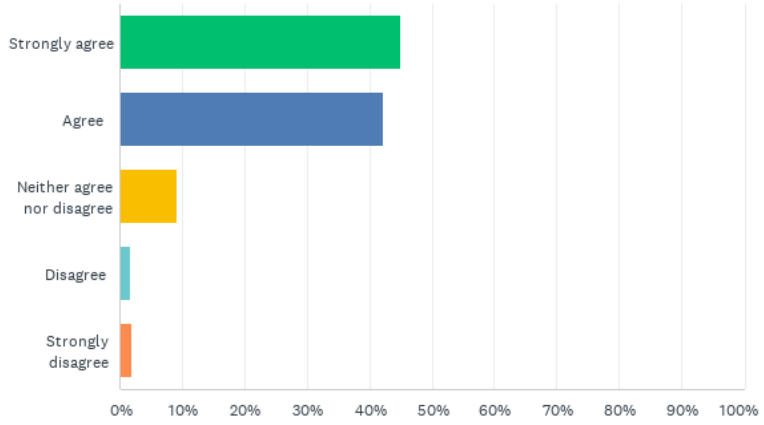

Las respuestas a las preguntas P15 y P16 fueron similares en lo que respecta a que los encuestados NO están ni de acuerdo ni en desacuerdo con que existan procesos tanto para crear como para oponerse a monumentos, monumentos dedicados a personajes y obras de arte (40.56% y 40.79% respectivamente).

En cuanto a la creación de obras (P15), el 28% está muy de acuerdo o de acuerdo en que la ciudad cuenta con un proceso, mientras que el 19% (P15) está muy de acuerdo o de acuerdo en que existe un proceso de oposición. Por otro lado, el 31% de los encuestados está en desacuerdo o muy en desacuerdo con que exista un proceso de creación de obras mientras que el 40% está en desacuerdo o muy en desacuerdo con que exista un proceso de oposición.

En lo que respecta a las aportaciones del público durante estos procesos, los resultados de la P17 proporcionan una clara directriz a la ciudad de Santa Fe en cuanto al papel de las aportaciones del público en las decisiones sobre monumentos públicos, monumentos dedicados a personajes y obras de arte.

**P17**
“La Ciudad de Santa Fe debe pedir a los residentes sus opiniones cuando tomar decisiones sobre monumentos públicos, memoriales y obras de arte.”

Q17 Public input should be part of the City of Santa Fe's decisions about public monuments, memorials, and works of art.




Más del 87% de los encuestados están de acuerdo o muy de acuerdo en que las aportaciones del público deben formar parte de los procesos de toma de decisiones en torno al arte público.

Estos resultados de la encuesta confirman lo que hemos escuchado a lo largo del proyecto CHART. Tanto si los procesos están actualmente en marcha como si no, muchos habitantes no están seguros de que existan o dudan de su existencia. Además, el apoyo a las aportaciones del público en relación con estos procesos es abrumador. Por ello, el CHART hace varias recomendaciones importantes sobre los procesos en torno a los monumentos, los monumentos dedicados a personajes y las obras de arte público en la sección “Recomendaciones” que se presentan a continuación.

## RECOMENDACIONES: PROCESOS - MONUMENTOS PÚBLICOS, MONUMENTOS DEDICADOS A PERSONAJES Y OBRAS DE ARTE

La Mesa de soluciones comunitarias del proyecto CHART identificó los procesos en torno al establecimiento, la evaluación y la oposición a monumentos/monumentos dedicados a personajes/obras de arte públicas como una cuestión importante y recomienda lo siguiente:

1. La ciudad de Santa Fe debería establecer y aplicar oportunamente una política oficial, procesos y/o disposiciones para la creación/construcción de monumentos, monumentos dedicados a personajes y obras de arte públicas;
2. La ciudad de Santa Fe debería establecer, e implementar, de manera oportuna, procesos y/o disposiciones oficiales para expresar oposición a monumentos públicos, monumentos y obras de arte;
3. Si tales políticas y procesos ya existen, la información debería ser fácilmente accesible en el sitio web de la ciudad, con información sobre qué departamento/división de la ciudad es responsable de ellos, cómo se estableció cada política y proceso, si cada política y proceso se somete a una revisión periódica; y cuánta aportación pública forma parte de cada proceso;
4. La aportación del público debería formar parte de cualquier proceso para establecer/construir nuevos monumentos públicos, documentos conmemorativos y obras de arte;
5. La aportación del público debería formar parte de cualquier política y proceso para oponerse a los monumentos públicos, monumentos dedicados a personajes y obras de arte existentes;
6. La aportación del público como parte de los procesos anteriores debería involucrar a la ciudadanía diversa de la ciudad y el condado de Santa Fe;
7. La ciudad de Santa Fe debería utilizar las propuestas recopiladas por CHART a través del programa "Sueños y conversaciones monumentales" al considerar nuevos monumentos públicos, monumentos dedicados a personajes y obras de arte para la ciudad y el condado de Santa Fe;
8. La ciudad de Santa Fe debería hacer todo lo posible, en la creación e instalación de nuevos monumentos públicos, monumentos dedicados a personajes y obras de arte para distribuirlos de forma más equitativa en la ciudad y el condado de Santa Fe.
9. Las decisiones sobre los monumentos públicos, los monumentos dedicados a personajes y las obras de arte plantean cuestiones morales y éticas sobre la conmemoración de actos de colonización, conquista, genocidio y la perpetuación de términos ofensivos/despectivos/racistas, así como sobre las personas que participaron en dichas acciones o emplearon dichos términos. Por esta razón, la ciudad debería abordar estas cuestiones durante cualquier proceso de creación de nuevas obras, así como revisar su actual inventario de obras públicas teniendo esto en cuenta.

En cuanto a las recomendaciones anteriores 1º y 2º existen modelos para establecer disposiciones de índole instructiva en torno a monumentos que la ciudad de Santa Fe debería considerar como opciones de actuación pública:

- Monumentos públicos/disposición final (Nueva Orleans): § 146-611. Disposición final de la propiedad pública., Artículo VII. MONUMENTOS PÚBLICOS, Capítulo 146. CALLES, ACERAS Y OTROS LUGARES PÚBLICOS, Código de disposiciones, Nueva Orleans (elaws.us) 146-611. [En inglés]
- Richmond, VA: Ciudad de Richmond - File #: RES. 2022-R002 (legistar.com) [En inglés]
- Ley general de Carolina del Norte (G.S.) § 100-2.1: GS_100-2.1.pdf (ncleg.net) [En inglés]
- Código estatal de Georgia: Sección 50-3-1 – Descripción de la bandera estatal; el ejército lleva la bandera; daños a monumentos públicos; obstrucción y reubicación de monumentos, Ga. Código § 50-3-1 | Casetext Search + Citator [En inglés]

## Monumento a los soldados/"obelisco"

Si bien la misión y el propósito de CHART (detallados en la sección de introducción de este informe) tenían un alcance mucho más amplio —de ahí la longitud de este informe— también es cierto que CHART surgió por la controversia sobre el Monumento a los soldados/"obelisco". Y aunque los participantes en el CHART debatieron una amplia gama de temas (también reflejados en este informe), el diálogo público más incendiario giró en gran medida en torno a lo ocurrido con el obelisco y lo que representa para los miembros de la comunidad de Santa Fe.

Para una historia concisa del Monumento a los soldados antes de ser derribado el 20 de octubre de 2020, CHART recomendaría un ensayo del antiguo historiador del Estado de Nuevo México, Estevan Rael-Gálvez, titulado "Centering Truths, Not So Evident" [46] ["Verdades que nos centran, no tan evidentes"]. Este artículo está disponible en el blog de cultura de CHART.

Los datos recopilados a lo largo de 11 meses de participación pública (incluyendo diálogos, reuniones, conversaciones, entrevistas, llamadas telefónicas y comunicaciones por correo electrónico) y los resultados de dos encuestas llegan a la conclusión de que la comunidad de Santa Fe sigue dividida respecto a qué hacer con el Monumento a los soldados.

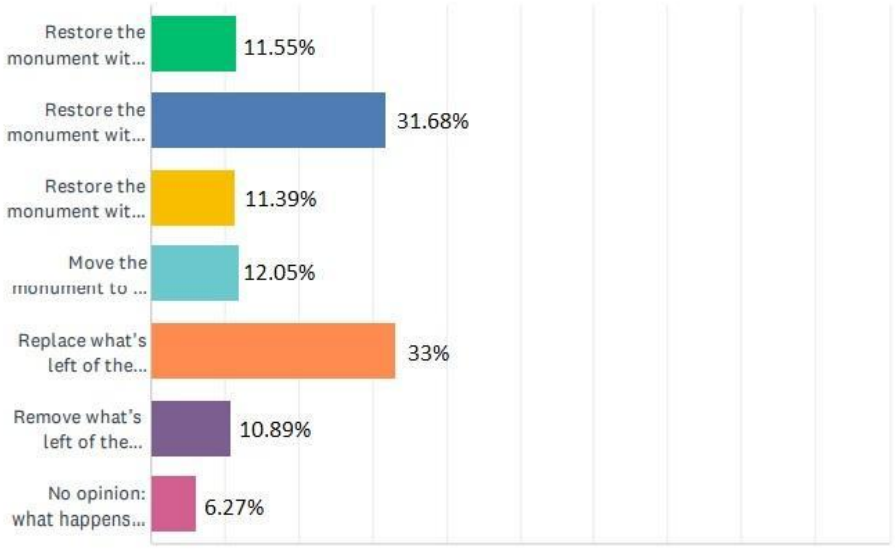
Las respuestas a la P18 de la Encuesta 2 reflejan lo que hemos escuchado durante muchos meses de aportaciones de la comunidad:

**P18**
"¿Qué se debe hacer con el Monumento al Soldado ("Obelisco") en la Plaza Santa Fe?"

[46] Centering Truths, Not So Evident. In the current reckoning with truths… | by Estevan Rael-Gálvez | Medium [Verdades que nos centran, no tan evidentes] [En inglés]

## Q18 What should be done with Soldier's Monument ("Obelisk") on the Santa Fe Plaza?

Answered: 606 Skipped: 33




| ANSWER CHOICES | RESPONSES |
|---|---|
| Restore the monument with its original signage. | 11.55% |
| Restore the monument with its original signage and add language that encourages it to be fully understood and assessed. | 31.68% |
| Restore the monument with different signage. | 11.39% |
| Move the monument to a different location. | 12.05% |
| Replace what's left of the monument with something else. | 33.00% |
| Remove what's left of the monument and leave the space unoccupied. | 10.89% |
| No opinion: what happens to the monument isn't important to me. | 6.27% |
| Total Respondents: 606 | |

Es importante señalar que las siete opciones incluidas en las preguntas proceden de las aportaciones de la comunidad durante los 8 meses anteriores a la encuesta; el equipo de CHART fue fiel a la práctica iterativa de que la participación pública determinara tanto las preguntas como las opciones de respuesta.

**Parte integral de todos los debates sobre el Monumento a los soldados/"obelisco" fue la historia**. Los participantes subrayaron repetidamente la importancia de que la gente conozca o aprenda sobre la historia "exacta" del monumento y la de Santa Fe. En otras palabras, aquellos que estaban en desacuerdo sobre lo que debería ocurrir con el monumento, estuvieron de acuerdo en que conocer la historia exacta del monumento, o la historia en general, era algo crucial.

En cuanto a las dos opciones más favorecidas El 33% de los encuestados recomienda "sustituir lo que queda del monumento por otra cosa". Esta opinión se refleja en los datos recopilados antes de la segunda encuesta. Las razones para adoptar esta postura giran en torno a lo siguiente:

- El Monumento a los soldados fue creado y erigido durante la época de las Guerras indias y su uso del lenguaje refleja las actitudes y acciones racistas que condujeron a la esclavización y el genocidio de los pueblos indígenas.
- La frase “indios salvajes” es tan ofensiva que no debería aparecer en este ni en ningún otro monumento de la ciudad o del condado de Santa Fe. Como lo expresó un participante de CHART “Cualquier palabra o parte de la historia que lastime a alguien o a su raza no debería ser desplegada con ostentación de manera alguna, sin importar si se trata de una obra de arte o una placa”.
- El Monumento a los soldados ha suscitado polémica durante décadas y sigue provocando divisiones en la comunidad de Santa Fe.
- Retirar el monumento y sustituirlo por otra cosa promoverá la verdad, la sanación y la reconciliación.

Otro 31.68% de los encuestados recomienda “restaurar el monumento con su leyenda original y añadir un lenguaje que fomente su plena comprensión y valoración”. La leyenda original incluye el lenguaje de las cuatro lápidas de mármol de 1867 (con “*A los héroes caídos en las diversas batallas con los indios salvajes del Territorio de Nuevo México*”). Durante el diálogo público, la mayoría de los participantes que recomendaron esta opción fueron conscientes de que el lenguaje original es problemático y/o ofensivo y/o racista. Aun así, citaron las siguientes razones para elegir esta opción:

- El Monumento a los soldados honra a los veteranos hispanos y de la tribu Pueblo que sacrificaron sus vidas en la guerra para acabar con la esclavitud de los negros.
- El monumento representa las relaciones (una “hermandad”, como lo expresaron varios participantes de CHART) entre los pueblos hispano e indígena Pueblo.
- La historia debe reflejar “lo bueno, lo malo y lo feo” (como escribió un participante de CHART). Incluir la leyenda original de 1867 con un lenguaje nuevo y contextual permite a los habitantes y a los visitantes comprometerse simultáneamente con la complejidad del monumento y reconocer por qué muchos lo encuentran ofensivo.
- Restaurar el monumento con la leyenda contextual promoverá la verdad, la sanación y la reconciliación.

También es importante señalar que, para la mayoría, el Monumento a los soldados es un reflejo de “verdades” históricas que son complejas, tienen matices y son contradictorias. Cientos de recomendaciones de los participantes de CHART (véase el Apéndice G: recomendaciones de la Encuesta 1) sugieren fuentes de información histórica, incluidos registros escritos y relatos orales, que se nos invita a consultar conforme avancemos en cualquier proceso sobre el Monumento a los soldados/”obelisco”.

Al mismo tiempo, el Monumento a los soldados se ha convertido en un símbolo menos complejo y más singular para algunos participantes de CHART que, por otro lado, asocian el monumento, con la “cultura hispana”, la “supremacía blanca”, la “colonización” y el “destino manifiesto”. Esto ha alimentado acalorados debates en el punto donde se encuentran lo “literal” y lo “simbólico”.

Federico Bellentani y Mario Panico en su artículo “The Meanings of Monuments and Memorials: Toward a Semiotic Approach” [“Los significados de los monumentos y

monumentos dedicados a personajes: hacia un enfoque semiótico"] abordan este dilema como sigue:

> "...los monumentos considerados sagrados por sus propietarios pueden convertirse en objeto de desprecio y burla. Atkinson y Cosgrove (1998) muestran cómo el Vittoriano, un enorme monumento que conmemora al primer rey de la Italia unida en Roma ha sido objeto de burla a lo largo de su historia. Estos casos demuestran que los significados de los monumentos nunca se establecen para siempre y que los diseñadores no pueden controlar totalmente las interpretaciones de los monumentos. Además, dichos casos muestran que los usos inesperados y alternativos conducen a reinterpretar continuamente los significados originales de los monumentos de formas que sus diseñadores nunca habrían imaginado. Por lo tanto, los monumentos y los monumentos dedicados a personajes son "sitios dinámicos de significado" (Osborne 1998: 453) consignados a evocar múltiples interpretaciones y diversas respuestas emocionales. El enfoque semiótico puede ser útil para analizar las múltiples interpretaciones de los monumentos llamando la atención tanto a los significados oficialmente aceptados de los monumentos, como sobre las diversas formas en que se interpretan o enfrentan resistencia a nivel social". [47]

Dado que la historia y la interpretación simbólica (así como otros factores) en torno al Monumento a los soldados/"obelisco" son notablemente complejas y repletas de matices, no es de extrañarnos que se precise hacer más para decidir qué debe hacerse con este monumento y, por extensión, con otros que son objeto de controversia.

Hubo dos puntos de vista adicionales, relacionados con el Monumento a los soldados, que se compartieron consistentemente durante el proceso de CHART. Ambos fueron expresados por la mayoría de los participantes de CHART. **Los santafesinos opinan que la ciudad de Santa Fe gestionó muy mal lo sucedido con el Monumento a los soldados**, por razones como las siguientes:

A. Sin un proceso público, el alcalde Webber anunció, el 17 de junio de 2020, que el Monumento a los soldados y otros dos serían retirados;
B. La deficiente gestión de la acción/inacción policial durante la destrucción ilegal del monumento el 20 de octubre de 2020;
C. Falta de información al público qué leyes locales, estatales y federales, restricciones legales prescribirían lo que puede ocurrir con el Monumento a los soldados/"obelisco".

A la vez, la mayoría de los participantes de CHART estuvieron de acuerdo en que el **Monumento a los soldados/"obelisco" fue derribado por un reducido grupo de manifestantes y que eso fue no sólo ilegal, sino que ocurrió sin tener en cuenta un posible proceso público que promoviera el esclarecimiento de la verdad**. En términos generales, incluso quienes desean que el Monumento a los soldados/"obelisco" NO sea devuelto a la plaza estuvieron de acuerdo en que el que se haya derribado ilegalmente fue un error y que ha afectado a la comunidad que expresa su voluntad de emprender un proceso por la verdad, sanación y reconciliación mediante el proceso de CHART (véase la sección de Reconciliación en este informe).

[47] *Punctum, 2*(1): 28-46, 2016

A partir de las conclusiones del proyecto CHART en relación con el Monumento a los soldados/"obelisco", formulamos las siguientes recomendaciones:

## RECOMENDACIONES:
## MONUMENTO A LOS SOLDADOS/"OBELISCO"

La Mesa de soluciones comunitarias del proyecto CHART identificó el Monumento a los soldados como problema importante y recomienda lo siguiente:

1. La ciudad de Santa Fe debería dejar colocada la manta-cajón sobre de lo que queda del Monumento a los soldados.
2. La ciudad de Santa Fe debería colocar un letrero en la plaza o en la estructura con la manta sobre el proceso actual y el proceso próximo para decidir el futuro del monumento.
3. La ciudad de Santa Fe debería iniciar de inmediato el proceso de asignación de recursos (personal y fondos) y la puesta en marcha de un proceso para:

    a) Alcanzar una resolución respecto a las dos opciones más favorecidas surgidas de la segunda encuesta:
        1) "Sustituir lo que queda del monumento por otra cosa"; y
        2) "Restaurar el monumento con su leyenda original y añadir una leyenda que invite a comprenderlo y valorarlo plenamente".
    b) Promover la reconciliación como parte importante del proceso de deliberación y decisión.

4. El proceso debe involucrar a la diversidad de habitantes de la ciudad y el condado de Santa Fe y a las cuatro naciones Pueblo ubicadas en el condado de Santa Fe, así como a las tribus Navajo y Apache Mescalero y otras comunidades indígenas.

El hecho de que la ciudad no haya informado al público de las leyes locales, estatales y federales o las restricciones legales que limitarán lo que puede ocurrir con el Monumento a los soldados crea un riesgo potencial de que las recomendaciones de CHART queden anuladas en cuanto a su aplicación. Por esta razón, la Mesa de soluciones comunitarias formula la siguiente recomendación adicional:

5. La ciudad de Santa Fe debe ser absolutamente transparente con el público en general sobre cualquier ley y restricción local, estatal o federal, o cualquier restricción de financiación, que afecte a la disposición final del Monumento a los soldados /"obelisco".

Por último, el proceso y disposición final del Monumento a los soldados deberían basarse en todas las secciones y recomendaciones de este informe. Por ejemplo, la controversia en torno al Monumento a los soldados está íntimamente ligada a cuestiones de racismo/discriminación y al sentido de pertenencia de los habitantes en la comunidad de Santa Fe.

## Por qué es importante el espacio público

El arte en Santa Fe, ya sea monumentos, monumentos dedicados a personajes u obras de arte nos incita a pensar en el espacio público. Setha Low, la destacada oradora de CHART en nuestro tercer Ciclo de historia cultural es profesora distinguida de Ciencias de la tierra y el medio ambiente, antropología y estudios de la mujer y el género en la Universidad de Nueva York City. Su investigación se centra en la antropología del espacio y lugar. Durante su plática del 20 de marzo de 2022 en el Centro de convenciones de Santa Fe, Setha habló sobre las plazas (incluida la de Santa Fe) y abordó las razones por las que el espacio público es importante.

Invitamos al lector a ver la plática de la Serie de historia cultural de Setha Low en el canal YouTube de CHART:[48]

A continuación encontrará dos diapositivas de la presentación de Low que subrayan la importancia del espacio público. Al considerarlas a la luz del hecho de que los habitantes desean ver más arte público (lo que signifique arte en lugares públicos) y que desean ver más arte en todos los barrios de Santa Fe ("expansión de la esfera pública"), los efectos potenciales son significativos: un aumento de la vida cívica con todos los beneficios que conlleva la promoción de las prácticas democráticas, incluyendo la diversidad, la equidad y la inclusión; el reconocimiento de la diversidad cultural y racial, la diversidad, la equidad y el reconocimiento del "derecho" de las personas "a la ciudad".

[48] Serie de historia cultural CHART #3 [En inglés]

# Why Public Space Matters

## Societal and Global Level

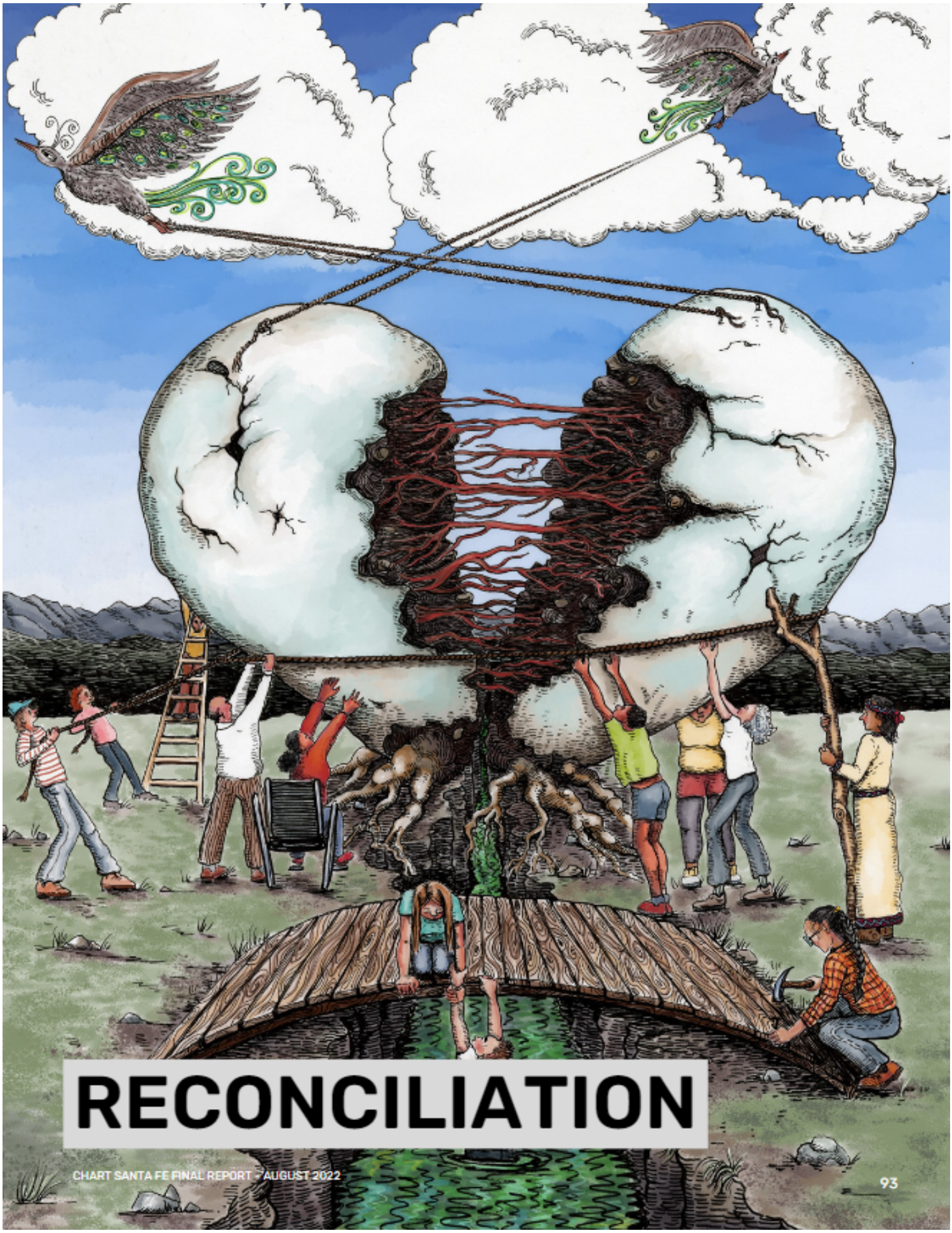
- Symbolic center of civic life
- Forum for discussion and democratic practices
- Recognition of cultural and racial diversity
- Circulation of information
- Recognition of publics and counter-publics
- Expansion of the public sphere





# Public Space & Civic Life

- Public space provides the potential for civic life by offering physical and virtual sites for people to come together in a safe forum for discussion, cooperation and at times, conflict.
- Civic life in a "just city" is based on diversity, equity and inclusion and the recognition of people's right to the city.
- Based on 30 years of public space research the PSRG has found that there are social processes, power dynamics and design and planning decisions that influence whether this happens or not.



# RECONCILIATION

“¿Cómo podemos convertirnos en buenos antepasados? Cultivando la paz en lugar de la mentira. Enseñando la verdad. Solo se producirá el cambio si no se encubre lo que pasó aquí, si se da a conocer, se reconoce y se reconcilia la tragedia de lo que pasó aquí con verdad y reconciliación”. *–Encuestado, Encuesta 1*

“Debe empezar por un examen profundo de las propias actitudes, prejuicios y el deseo de cambiar primero uno mismo”. *–Encuestado, Encuesta 1*

“A medida que nos percatamos de la dura realidad de la raza y el racismo y empezamos a sanar los hábitos de hacer daño seremos en un principio más conscientes y con menos autoconfianza, incluso nos sentiremos incómodos. Estamos aprendiendo a estar presentes y a ser más honestos con nosotros mismos, aprendiendo a hablar con los demás sin apartarnos. Nos sentiremos como es de esperarse, inexpertos, como si estuviéramos aprendiendo un nuevo idioma. Y descubriremos que, a menudo, estar presentes, abiertos al aprendizaje y con un corazón afable no es sólo lo mejor que podemos hacer, sino también todo lo que se necesita en ese momento” —Ruth King de *Mindful of Race: Transforming Racism from the Inside Out, Sounds True*, 2018 [Conscientes de la raza: cómo transformar el racismo por completo, parece cierto]. *–Encuestado, Encuesta*

“La palabra reconciliación se está utilizando como escudo, como armadura protectora de buenas intenciones, cuando el trabajo que se está haciendo no siempre es distinto a otras cosas feas que sucedieron antes”. -Breen, Andrea V., de *Research & Reconciliation: Unsettling Ways of Knowing Through Indigenous Relationships [Investigación y reconciliación: Inquietantes formas de conocimiento a través de las relaciones indígenas].*

“Podemos hacer una mejor labor al compartir los aciertos y los males de la sociedad y hacer participar a las futuras generaciones a ser y convertirse en una sociedad mejor y más inclusiva. Si no aprendemos de nuestro pasado y lo compartimos con nuestros hijos, sin duda repetiremos muchos de los errores y por ende nuestros hijos sufrirán. Debemos cambiar nuestro rumbo y navegar hacia mejorar”. *–Encuestado, Encuesta 1*

“Para romper el círculo vicioso en el que nos vemos atrapados por causa propia debemos definir y acordar nuevas reglas de participación respecto a los bienes comunes tanto en internet cono en otras instancias. En primer lugar, precisamos crear un espacio nuevo y abierto: lugares en los que las personas de buena voluntad, que actúan de buena fe, puedan hablar y escuchar con autenticidad y vulnerabilidad y sin temor a utilizar la palabra o la frase equivocada, sin autocensura. Tal vez así empezaremos a rechazar la idea en la que nadie gana que dice: ‘Si el otro bando gana en algo, el mío pierde en todo’”.[49] –Darren Walker, *These Truths We Hold–and Share* [*Estas verdades que sostenemos y compartimos*].

“Hay que esforzarnos más por respaldar a las asociaciones vecinales y aprovecharlas para organizar eventos entre diversos barrios. Nuestros parques y escuelas deben convertirse en lugares de encuentro con nuestros vecinos, con los miembros del ayuntamiento, el alcalde y el personal que auspicia/organiza tales eventos. También opino que nuestros servidores públicos, como la policía, los bomberos y el personal de parques y recreación deben ser mejores embajadores para Santa Fe”. *–Encuestado, Encuesta 1*

“...hacer las paces; avanzar hacia la reconciliación; honrar las diversas culturas y experiencias y ser una Santa Fe holística que valore e invierta numerosos recursos en Airport Rd. así como valoramos e invertimos recursos en Canyon Rd”. *–Encuestado, Encuesta 1*

“Seremos buenos antepasados si creamos e implementamos un proceso de verdad y reconciliación que revele genuinamente las verdades y nos guíe a través de la reconciliación para que podamos avanzar juntos pacíficamente”. *–Encuestado, Encuesta 1*

[49] Darren Walker, de “These Truths We Hold–and Share,” [“Estas verdades que sostenemos y compartimos”] *New York Times*, 4 Julio de 2022 [En inglés]

# RECONCILIACIÓN

La reconciliación es un asunto complicado. Desde el inicio del proyecto CHART hasta el final, escuchamos a los santafesinos hablar mucho de diferentes maneras de abordar la reconciliación. En general, quienes participaron en CHART expresaron su amor por Santa Fe y, por tanto, su profundo deseo de reconciliación, especialmente tras un par de años de controversia y confrontación y particularmente en lo que respecta al Monumento a los soldados /"obelisco".

Asimismo, los residentes ven la reconciliación de forma muy diferente: muchos subrayan que todavía estamos en la "fase de verdad", que consideran distinta de la reconciliación y un prerrequisito fundamental para ella. Otros opinan que la "reconciliación" implica intrínsecamente la búsqueda de la verdad (no hay fin para analizar las verdades) y que ambas están inmersas constante y necesariamente en un proceso circular. Y algunos creen que la "reconciliación" es un término pacificador utilizado por quienes quieren evitar los procesos para entender la colonización, la rendición de cuentas y el resarcimiento.

Por varias de las razones anteriores, es posible que el lector desee adelantarse a la sección de la "VERDAD" de este informe. Aunque aparece en último lugar, siendo la quinta letra de las siglas de "CHART". La verdad como principio rector de este informe, y por su compleja relación con la reconciliación, nos pide examinar los dos temas simultáneamente.

## ¿Qué es la reconciliación?

Daniel Bar-Tal y Gemma H. Bennink, en "The nature of reconciliation as an outcome and as a process" [50] ["La naturaleza de la reconciliación como resultado y como proceso"] examinan la reconciliación como proceso y como resultado. Sus definiciones son útiles como conceptos para la aclaración y la acción. Si bien Bar-Tal y Bennink examinan las relaciones entre países en estado de conflicto, los conceptos son también esclarecedores al considerar que las comunidades que atraviesan por un conflicto interno conformado por más de dos partes:

> "En cambio, deberíamos distinguir entre reconciliación y consolidación de la paz. En su sentido más fundamental, la reconciliación se refiere a la forma en que dos países afrontan su pasado desdichado; es un proceso en el que dos antiguos enemigos llegan a un acuerdo para descubrir y abordar su historia de enemistad. La consolidación de la paz denota las acciones para mejorar el estado de paz; es el proceso de reducir la probabilidad de guerra entre dos países de forma significativa. La reconciliación es uno de los mecanismos que conducen a cambios en el estado de la paz, pero no es la construcción de la paz en sí misma".

Al mismo tiempo, reconocemos carácter delicado del uso del término "reconciliación" cuando, como lo expresa Andrea V. Breen en la introducción a *Research and Reconciliation: Unsettling Ways of Knowing Through Indigenous Relationships*[51] [*Investigación y reconciliación: Inquietantes formas de conocimiento a través de las relaciones indígenas*]:

> "...algunos afirman que la reconciliación consiste en seguir las recomendaciones específicas de la Comisión de la verdad y la reconciliación de Canadá, mientras que para otros se trata de devolver las tierras o de crear instituciones y prácticas

[50] Bar-Tal, Daniel y Gemma H. Bennink. 2004, from "The nature of reconciliation as an outcome and as a process," ["La naturaleza de la reconciliación como resultado y como proceso"] in *From conflict resolution to reconciliation*, ed. Yaakov Bar-Siman-Tov, págs. 11–38. Oxford: Oxford University Press. [En inglés]

[51] Wilson, Shawn, Andrea V. Breen y Lindsay Du Pré, *Research and Reconciliation: Unsettling Ways of Knowing Through Indigenous Relationships*, [Investigación y reconciliación: Inquietantes formas de conocimiento a través de las relaciones indígenas] Canadian Scholars, 2019. [En inglés]

> totalmente nuevas; y las respuestas de algunas personas siguen la línea de ‘salvar a los indígenas’”.

Breen advierte que la palabra “reconciliación” no debe “emplearse como escudo, como coraza protectora de buenas intenciones”, mientras que su colega, Shawn Wilson, nos advierte de que no debemos “marcar la casilla de la reconciliación de una forma tramposa”. Nos recuerda que debemos emprender cualquier proceso de reconciliación con extrema responsabilidad sobre cómo entendemos y utilizamos el término.

Durante la ejecución del proyecto CHART, los santafesinos tuvieron mucho que decir sobre cómo debemos afrontar nuestro “pasado infeliz”, incluidos los dos últimos años de controversia sobre los monumentos. Al hacerlo, hemos aprendido mucho sobre lo que los santafesinos opinan sobre la reconciliación.

## Cómo abordar y promover la reconciliación

Empecemos por determinar si los habitantes creen que la reconciliación es importante. En la P30 de la encuesta 2 se pedía a los habitantes que expresaran acuerdo o desacuerdo con la siguiente afirmación: “Un proceso de reconciliación (confrontar el pasado para crear un futuro más sano) debe ser prioridad para la ciudad de Santa Fe”.

## A reconciliation process (confronting the past in order to create a healthier future) needs to be a priority for the City of Santa Fe.

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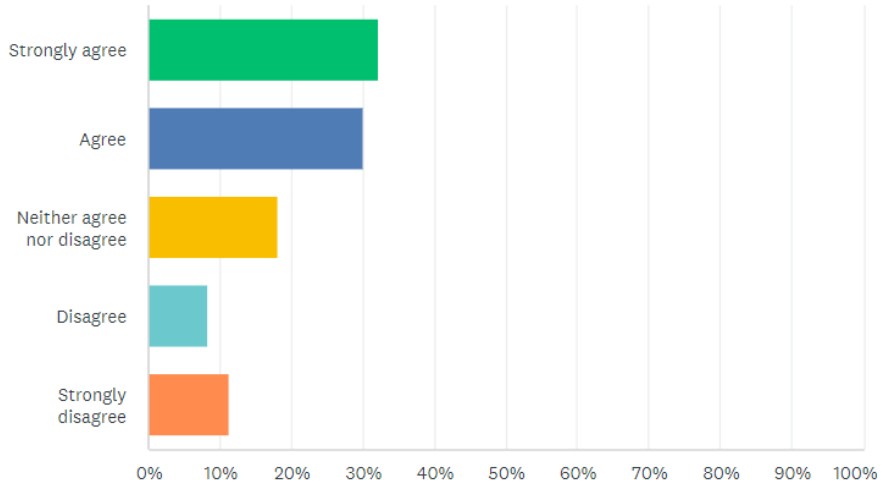


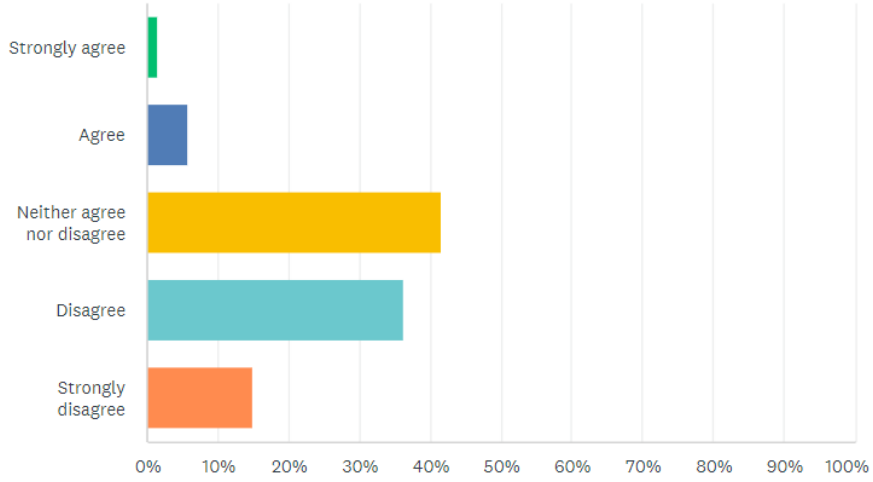

| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 32.27% |
| Agree | 30.10% |
| Neither agree nor disagree | 18.06% |
| Disagree | 8.36% |
| Strongly disagree | 11.20% |

Los resultados muestran que “el 62.37% de los encuestados está muy de acuerdo o de acuerdo con la afirmación”; es decir, una clara mayoría.

Cuando preguntamos a los residentes si estaban de acuerdo con la afirmación: "Actualmente, hay muchos programas en Santa Fe que abordan la verdad, la sanación y la reconciliación", más del 50% está en desacuerdo o muy en desacuerdo y casi un 42% no puede estar ni de acuerdo ni en desacuerdo.

## Currently, there are many programs in Santa Fe that address truth, healing and reconciliation:

Answered: 598 Skipped: 41




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 1.51% |
| Agree | 5.69% |
| Neither agree nor disagree | 41.64% |
| Disagree | 36.29% |
| Strongly disagree | 14.88% |
| TOTAL | 598 |

En conjunto, el 92% de los encuestados está en desacuerdo o no puede estar ni de acuerdo ni en desacuerdo con que haya muchas formas de comprometerse con un proceso de verdad, sanación y reconciliación en Santa Fe.

Como somos conscientes de que existen esfuerzos por la verdad, sanación y reconciliación en Santa Fe (tanto si los encuestados los conocen como si no), añadimos una pregunta de seguimiento en la que se pedía información que pudiera ser valiosa en cuanto a los próximos pasos. En la P33 de la Encuesta 2 se preguntaba: "¿Qué programas que abordan la verdad, la sanación y la reconciliación conoce?" Las respuestas (más abajo) nos permiten recopilar una lista de los esfuerzos existentes y de los recursos y fuentes de información potenciales que podrían ser útiles tanto para la ciudad de Santa Fe como para la comunidad.

También somos conscientes de que los programas e iniciativas actualmente en curso pueden ser desconocidos para los encuestados, por lo que no aparecen en la lista siguiente.

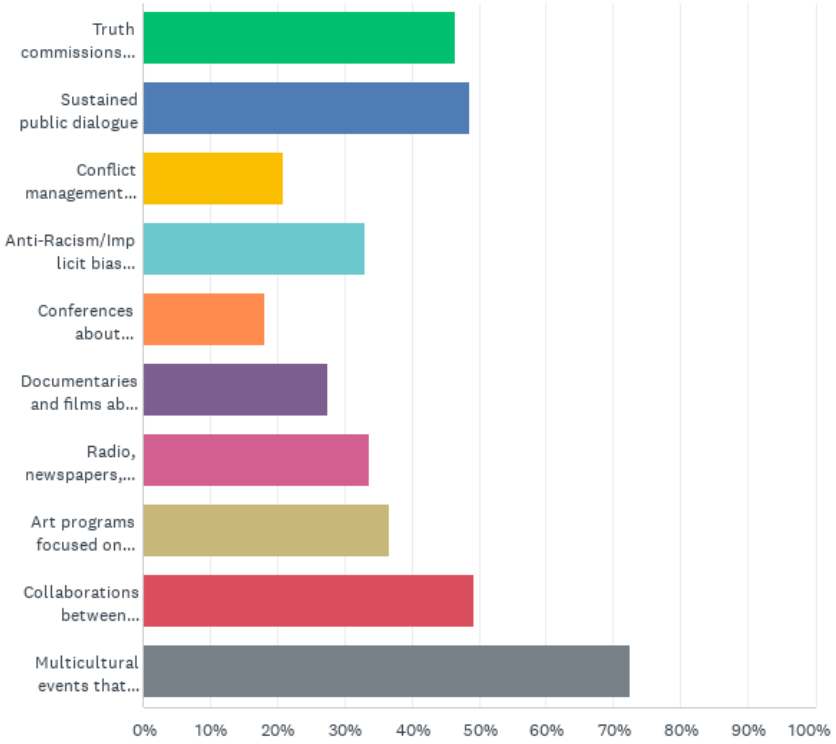
**Respuestas a la pregunta #33 (por menciones):**

Ninguna: 223
CHART: 121
Sin respuesta, N/A, No sé: 94
Iglesia, Congregación religiosa: 10
Fiesta de Santa Fe: 6
Colectivo Chainbreaker: 3
Museos (general): 3
Instituto de arte de Santa Fe: 3
Mercado indígena: 2
Littleglobe: 2
SITE Santa Fe: 2
Mercado español: 2

Menciones singulares: Alas de Agua; Consejo de Gobernadores de Todos los Pueblos; Alianza de Santa Fe; “Todas las celebraciones tradicionales de Santa Fe”; “Arquidiócesis de Santa Fe con los Pueblos”; Arte Público de la Ciudad de Santa Fe, Facultades/Universidades; “Mercado Indio diario bajo el PORTAL”; Eventos y programas de dependencias gubernamentales; Internet; Instituto de Artes Indígenas Americanas (IAIA); Littleglobe; Proyecto Midtown; NAACP; Eventos del Museo de Historia de NM; Liga de Mujeres de NM que ejercen el voto; “Programas del Centro de Pueblos Indígenas de Santa Fe”; Programas de Justicia Restaurativa “dirigidos por el fiscal”; Granja de Recursos ReUnity; Talleres del Centro Indígena de Santa Fe; Rodeo de Santa Fe; Somos Un Pueblo Unido; “St. John's hace unos 25 años”; Teatro Paraguas; Tewa Women United; Colectivo de las tres hermanas; Tulsa; Programas del United World College; “Mercados anuales en la plaza”; Youthworks.

CHART también aprendió mucho, durante el proyecto, sobre cómo debería o podría producirse la reconciliación, según los participantes. Muchas de estas respuestas pueden encontrarse en el Apéndice F: Recomendaciones de la Encuesta 1. Basándonos en estos datos y en el diálogo público, creamos la P31 en la segunda encuesta, con el fin de cuantificar una serie de opciones:

Q31 Which of the following activities would promote reconciliation (confronting the past in order to create a healthier future) in Santa Fe? (Check all that apply):




Está claro que los encuestados están a favor de una serie de iniciativas simultáneas que a su parecer ayudarán a la comunidad a emprender la compleja tarea de la reconciliación. Por mucho, la opción más popular (72.41%) es: “Eventos multiculturales que fomenten la comprensión recíproca”, que también se trata más arriba, en la sección de “Cultura” de este informe. Una y otra vez, CHART escuchó a los santafesinos hablar de la necesidad de celebraciones, festivales, actividades y eventos multiculturales que evadan el mito tricultural y promuevan la interacción, la educación y la comprensión recíproca.

| ANSWER CHOICES | RESPONSES |
|---|---|
| Restore the monument with its original signage. | 11.55% |
| Restore the monument with its original signage and add language that encourages it to be fully understood and assessed. | 31.68% |
| Restore the monument with different signage. | 11.39% |
| Move the monument to a different location. | 12.05% |
| Replace what's left of the monument with something else. | 33.00% |
| Remove what's left of the monument and leave the space unoccupied. | 10.89% |
| No opinion: what happens to the monument isn't important to me. | 6.27% |
| Total Respondents: 606 | |

Otras opciones populares e importantes favorecidas por los encuestados son la colaboración entre el Gobierno y las agencias tribales (49.33%); el diálogo público sostenido (48.66%) y las comisiones de la verdad (46.49%). En conjunto, las respuestas a esta pregunta constituyen una hoja de ruta para un sólido proceso de reconciliación.

Aunque todas las opciones de la P31 podrían considerarse formas de educación, los resultados de la Encuesta 1 y las aportaciones de los habitantes durante la fase de diálogo hacen hincapié en la educación en forma de aprendizaje y comprensión de la compleja y verdadera historia de Oghá Po'oge /Santa Fe. Los participantes subrayaron que la educación es crucial no sólo para los estudiantes de preescolar hasta 12° grado, sino para todos los adultos que viven en la ciudad y el condado. Muchos también hicieron hincapié en que esta historia compleja, narrada sin rodeos también debería estar presente en la información que se proporciona a los turistas y visitantes para que ellos también la comprendan.

Para conocer más sobre lo que los participantes de CHART tuvieron que decir sobre el pasado consulte la sección “Historia”, más arriba.

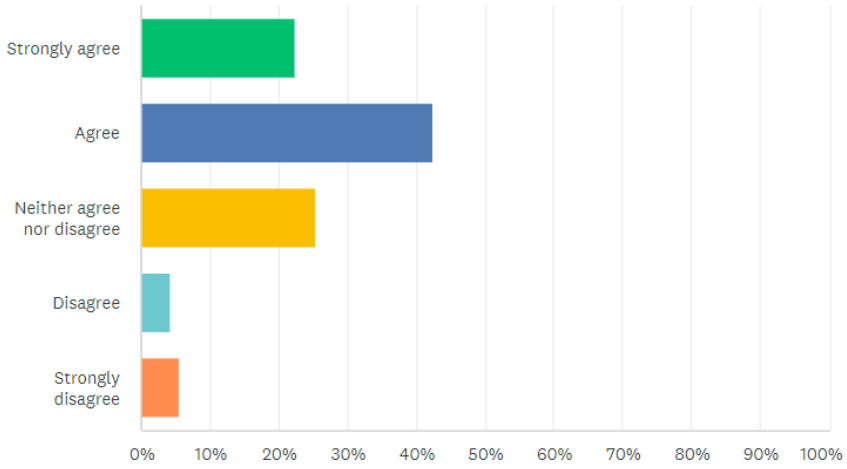
La buena noticia es que los santafesinos tienen un profundo deseo de forjar un proceso de verdad, sanación y reconciliación y de ser partícipes mismos de dicho proceso (consulte los resultados de la P35, más abajo). La mayoría de quienes participaron en el proceso de CHART expresaron este deseo con el compromiso de abordar las controversias y los conflictos desencadenados por lo sucedido con el Monumento a los soldados/“obelisco”. La mayoría está profundamente preocupada por las fisuras (viejas y nuevas) que han salido a la luz y por la iracunda retórica pública, al tiempo que reconoce que las difíciles verdades que hay que encarar. Y aunque unos pocos participantes expresaron que la reconciliación es una “ficción” o “una pérdida de tiempo”, esta no fue la opinión de una clara mayoría de entre quienes participaron. El 65% de los encuestados está comprometido con el proceso.

**P35**
“Me comprometo a participar en un proceso de verdad, sanación y reconciliación en Santa Fe.”

Q35

## I am committed to participating in a truth, healing, and reconciliation process in Santa Fe.

Answered: 598 Skipped: 41




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 22.41% |
| Agree | 42.47% |
| Neither agree nor disagree | 25.42% |
| Disagree | 4.18% |
| Strongly disagree | 5.52% |
| TOTAL | |

Podemos afirmar con seguridad que Santa Fe es una comunidad que está preparada y dispuesta a emprender el proceso.

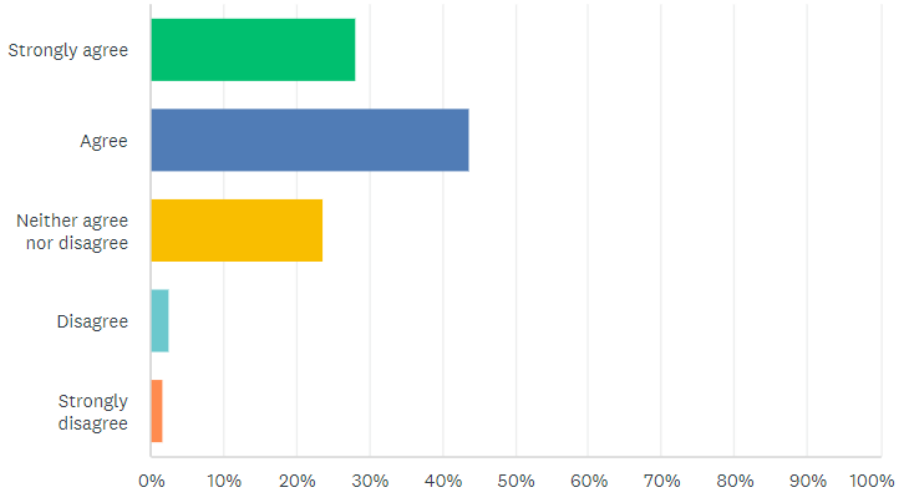
When we correlate the responses to Q35 with those from Q24 (“I would like to expand my circle of friends to include people from different racial, ethnic, religious and other backgrounds”) the results are enlightening. If we see cultivating relationships (whether through public dialogue, collaborations, and multicultural events) as part of a truth, healing, and reconciliation process, survey results tell us that CHART participants want to know their multicultural community on a deeper level:

Cuando correlacionamos las respuestas a la P35 con las de la P24 (“Me gustaría ampliar mi círculo de amigos para incluir a personas de diferentes orígenes raciales, étnicos, religiosos y de otro tipo”) los resultados son reveladores. Si tomamos el cultivar relaciones (ya sea a través del diálogo público, colaboraciones y eventos multiculturales) como parte de un proceso de verdad, sanación y reconciliación, los resultados de la encuesta nos indican que los participantes de CHART desean conocer a su comunidad multicultural a un nivel más profundo:

Q24

I would like to expand my circle of friends to include people from different racial, ethnic, religious and other backgrounds:

Answered: 602 Skipped: 37




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 28.24% |
| Agree | 43.69% |
| Neither agree nor disagree | 23.75% |
| Disagree | 2.66% |
| Strongly disagree | 1.66% |
| TOTAL | 602 |

El 72% de los encuestados está de acuerdo o muy de acuerdo con esta afirmación. En este sentido, casi dos tercios de los encuestados desean entablar amistad con otros habitantes distintos a ellos.

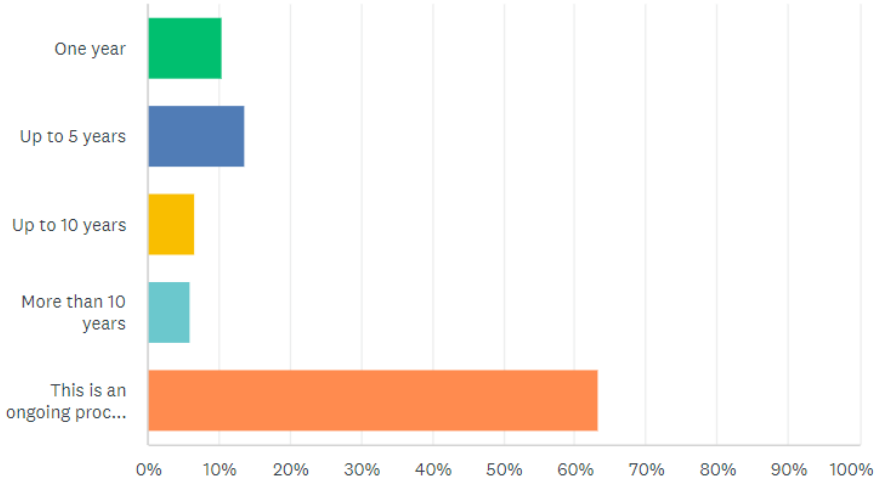
Los santafesinos también son muy conscientes de que el proceso de verdad, sanación y reconciliación no es una empresa sencilla ni de corta duración. Lo que hemos escuchado durante meses de participación pública se refleja en los resultados de la P34:

**P34**
“En mi opinión, un proceso de verdad, sanación y reconciliación en Santa Fe tomaría:”

Q34

In my opinion, a truth, healing and reconciliation process in Santa Fe would take this long:

Answered: 598 Skipped: 41




| ANSWER CHOICES | RESPONSES |
|---|---|
| One year | 10.54% |
| Up to 5 years | 13.55% |
| Up to 10 years | 6.52% |
| More than 10 years | 6.02% |
| This is an ongoing process that should continue indefinitely | 63.38% |
| TOTAL | 598 |

Un 63.38% de los que respondieron a esta pregunta están de acuerdo en que el proceso debe continuar indefinidamente

## Respeto

Por último, nos gustaría subrayar un aspecto del proceso de verdad, sanación y reconciliación que se mencionó una y otra vez durante el proyecto CHART: el respeto. En las respuestas a la Encuesta 1, el respeto surgió continuamente como algo muy necesario y a veces ausente en el proceso de promoción de la comunidad: el respeto en la forma de comunicarnos entre nosotros, el respeto a otras culturas y a las diferencias culturales, el respeto por la historia de Santa Fe, la buena y la mala, el respeto como forma de equidad, el respeto a lo antiguo y a lo nuevo, al santafesino establecido y al recién llegado.

En torno al tema del respeto, los encuestados de la Encuesta 1 sugirieron: “Dirigirse a los demás con respeto”; “Tenemos que tener respeto por la cultura y las personas”; “Deberían existir reglas básicas para la comunicación basadas en el respeto mutuo y la incorporación de prácticas de humildad cultural cuando los grupos más afortunados estén en el poder”; “Leer sobre la historia de Santa Fe, respetar la historia de Santa Fe”; “No tenemos que cambiar la historia... sólo entender y respetar la historia... toda la historia"; “invertir más $ y respeto en otras áreas y caminos de la ciudad. No sólo la carretera González y la zona este”; “Respetar las comunidades que han existido durante más de 400

años”; y “Los recién llegados deben mostrar respeto por las tradiciones y algunos de la vieja escuela deben apreciar la inversión que aportan las generaciones de migrantes”.

Para algunos el respeto empieza por respetar la tierra y sirve de modelo para convivir con los demás, con todas nuestras diferencias individuales y culturales. Otros subrayan que sin el respeto hacia las personas, culturas, la historia, el arte; entre otros la reconciliación es sólo un sueño.

De los resultados expuestos anteriormente se desprende que los santafesinos no sólo están comprometidos con el proceso de verdad, sanación y reconciliación y que son conscientes de que se trata de una tarea no finita, sino que también desean que la ciudad de Santa Fe lo convierta en una prioridad. Es por esta razón que formulamos las siguientes recomendaciones.

# RECOMENDACIONES: RECONCILIACIÓN

La ciudad de Santa Fe debería comenzar **inmediatamente** el proceso de financiación, creación e implementación de un proceso permanente para la verdad, sanación y reconciliación, mediante la implementación de las siguientes medidas:

1. Investigar e identificar enfoques innovadores y eficaces para la verdad, la sanación y la reconciliación a lo largo y ancho de Estados Unidos e internacionalmente, especialmente en los enfoques aprobados por los gobiernos/municipios en el ámbito de las reparaciones (mencionadas por los encuestados de la Encuesta 1) y las leyes/disposiciones (tratadas por la Mesa de soluciones comunitarias. Por ejemplo, el proyecto de ley 2400 del Senado de Estados Unidos relativo a los topónimos despectivos)[52];
2. Debido a la historia particular de Oga Po'gay y de nuestras comunidades indígenas, la ciudad debería prestar especial atención a la Truth and Reconciliation Commission of Canada (TRC) [Comisión de la Verdad y la Reconciliación de Canadá] [En inglés], que hizo hincapié en la profundización de la comprensión de los canadienses de la historia de los pueblos indígenas, el trauma histórico y la conciencia sobre las culturas y los sistemas de conocimiento indígenas[53]. Sus conclusiones incluyen lo siguiente:

   "La reconciliación es un proceso de sanación de las relaciones que precisa compartir la verdad públicamente, disculparse y realizar actos conmemorativos que reconozcan y reparen los daños del pasado. La reconciliación precisa una acción constructiva para abordar los legados permanentes del colonialismo que han ejercido impactos destructivos en la educación, las culturas y las lenguas de los pueblos aborígenes, la salud, el bienestar infantil, la administración de justicia y las oportunidades económicas y la prosperidad".

3. Identificar las iniciativas locales y regionales innovadoras y eficaces para la verdad, sanación y reconciliación, especialmente los enfoques adoptados por los gobiernos/municipios en el ámbito de las reparaciones (mencionadas por los encuestados de la Encuesta 1) y las leyes/disposiciones (debatidas por la Mesa de soluciones comunitarias);
4. Consultar y colaborar con otros municipios y organizaciones e iniciativas locales que realicen el trabajo de verdad, sanación y reconciliación, así como con organizaciones de Santa Fe que estén dispuestas a participar en alguna iniciativa de la ciudad;
5. Consultar y colaborar con las cuatro naciones Pueblo ubicadas en el condado de Santa Fe y otros pueblos y organizaciones indígenas sobre cómo emprender el proceso de verdad, sanación y reconciliación; y
6. Implementar los medios más populares para abordar la verdad, la sanación y la reconciliación identificados en la P31 de la Encuesta CHART 2, así como los que se desprenden de los puntos 1, 2 y 3 incluidos anteriormente.

52 S.2400 – 117 Sesión del Congreso (2021-2022): Reconciliación en la ley de nombres de lugares| Congress.gov | Biblioteca del Congreso [En inglés]

53 Página web de TRC - NCTR [En inglés]



# TRUTH

# VERDAD

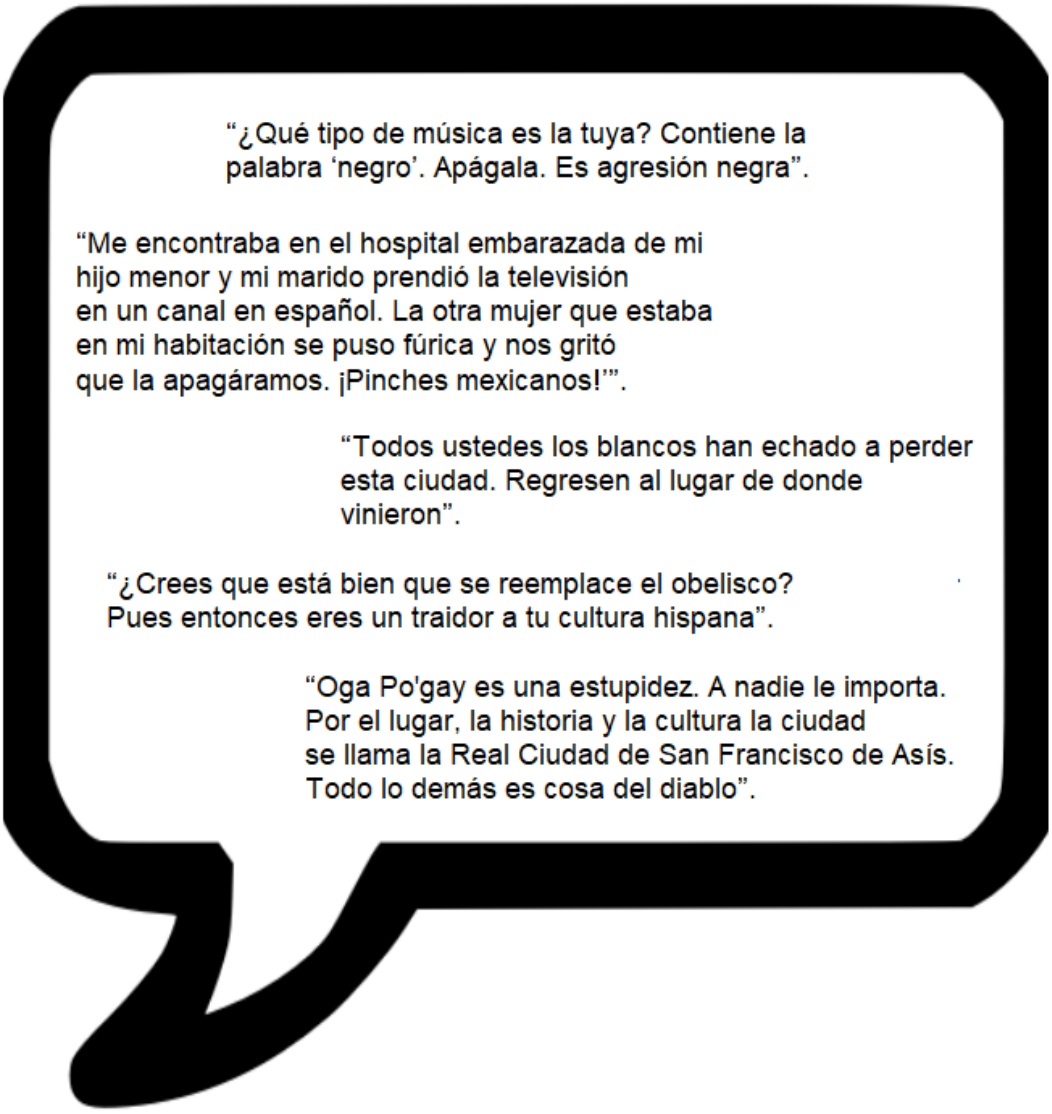
Es pertinente que la “verdad” sirva de colofón de este informe final. Si bien aparece en último lugar en las siglas de CHART y en último lugar en este documento, entendemos el todo como un ciclo: verdad, cultura, historia, arte, reconciliación, la totalidad en sí misma es circular, secuencial y gira en espiral. Todos sus aspectos son dinámicos, interdependientes entre sí y todos se mencionaron en relación con los demás durante el proyecto.

Como se mencionó arriba (en “Reconciliación”), los participantes de CHART están considerablemente comprometidos con un proceso de verdad, sanación y reconciliación, aunque reconocen que es difícil y que debe ser permanente e indefinido. Están a favor de una serie de abordajes para este proceso con particular énfasis en el respeto, la educación sobre historia, eventos multiculturales que promueven el entendimiento recíproco, la colaboración entre dependencias tribales y gubernamentales, diálogos públicos sostenidos y comisiones de la verdad. Reconocen que la “verdad histórica” (abordada en la sección de historia) es complicada y que los niños, los jóvenes, los adultos y los ancianos deben lidiar con la complejidad y los matices y las múltiples perspectivas de la verdad, por duro que sea. Afirman que para ello es necesario poseer la tenacidad de continuar las conversaciones difíciles sobre el pasado, la humildad de confrontar las acciones de nuestros antepasados, el valor de aceptar la responsabilidad de nuestras acciones en el presente y la resiliencia de seguir adelante y mejorar nuestra comunidad.

Al mismo tiempo, los participantes en el CHART advierten que la comunidad todavía está sumergida en la parte del proceso de “decir la verdad” y que tenemos que enfrentar las realidades que impiden prosperar a todos los santafesinos. Algunas de estas verdades son duras, dolorosas de reconocer y deben abordarse con urgencia.

## Racismo

En su mayoría, las sesiones de diálogo público de CHART, las entrevistas, conversaciones y reuniones atrajeron a habitantes que se preocupan por Santa Fe y están profundamente preocupados por la comunidad. En las sesiones se pretendía que se entablara un diálogo civilizado y transcendental, a pesar de las diferentes opiniones y vehementes puntos de vista. El diálogo en general fue civilizado. Aun así, durante el proyecto, el equipo de CHART documentó, presenció y/o experimentó lenguaje y actitudes racistas que resultaron profundamente inquietantes e hicieron que, tanto los participantes, como los miembros del equipo de CHART se sintieran inseguros. También sacaron a la relucir una horrible verdad sobre Santa Fe.



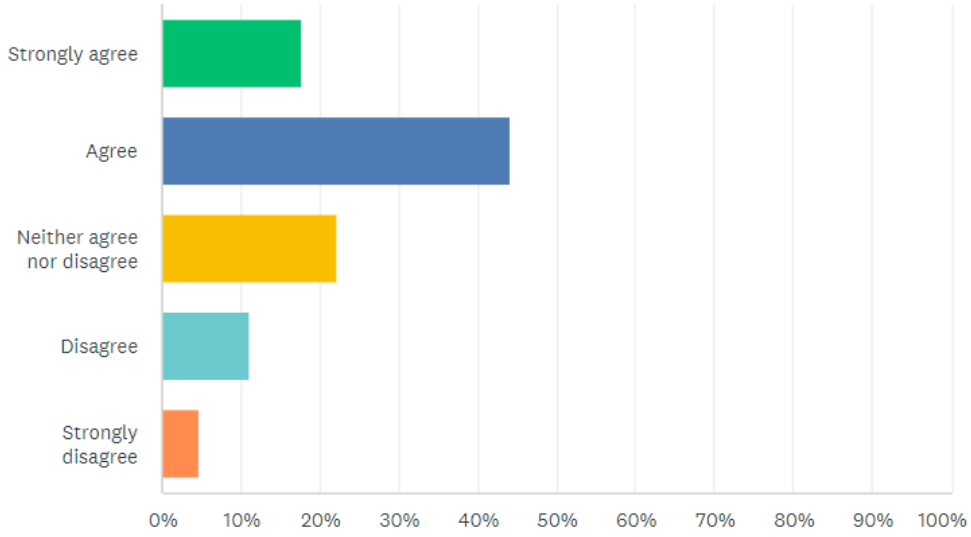

Cabe destacar que la mayoría de los que hicieron comentarios como estos lo hicieron en el "anonimato" al compartirlos en respuesta a las encuestas o como manifestantes (y no como participantes) de los eventos de CHART. La mayoría no se presentó a participar en el proceso de interacción con sus conciudadanos, ya sea por razones relacionadas con decir la verdad o fomentar la comprensión recíproca. Pero incluso si quisiéramos descartar estos comentarios como algo meramente anecdótico o extremo, los resultados de la segunda encuesta nos indican algo distinto.

En la P26 de la segunda encuesta de CHART se pedía a los encuestados que indicaran si estaban de acuerdo o en desacuerdo con la siguiente afirmación: "Tenemos un problema de racismo/discriminación en Santa Fe". Estos fueron los resultados:

Q26

## We have a problem with racism/discrimination in Santa Fe.

Answered: 602 Skipped: 37




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 17.77% |
| Agree | 44.19% |
| Neither agree nor disagree | 22.26% |
| Disagree | 11.13% |
| Strongly disagree | 4.65% |
| TOTAL | |

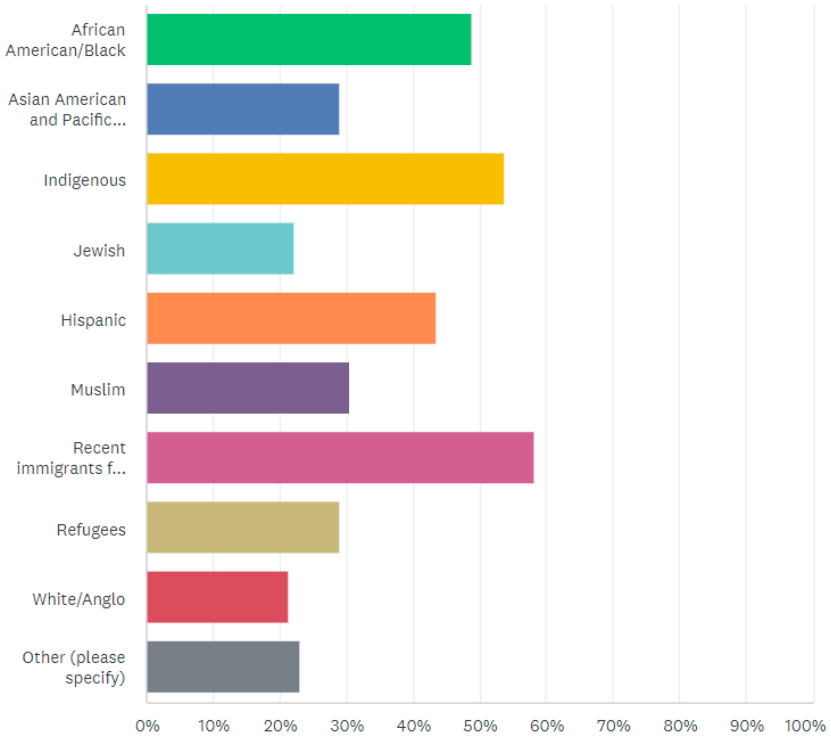
El 62% de los encuestados estuvo de acuerdo o muy de acuerdo con la afirmación y sólo el 16% estuvo en desacuerdo.

La pregunta de seguimiento (P27), “¿Qué grupos de personas se ven afectados negativamente por el racismo/discriminación en Santa Fe?” produjo los siguientes resultados:

Q27

## Which groups of people are negatively affected by racism/discrimination in Santa Fe? (Check all that apply)

Answered: 602 Skipped: 37




| ANSWER CHOICES | RESPONSES |
|---|---|
| African American/Black | 48.84% |
| Asian American and Pacific Islander | 28.90% |
| Indigenous | 53.65% |
| Jewish | 22.09% |
| Hispanic | 43.52% |
| Muslim | 30.40% |
| Recent immigrants from Mexico and Central America | 58.14% |
| Refugees | 28.90% |
| White/Anglo | 21.43% |
| Other (please specify) | 23.09% |
| **Total Respondents: 602** | |

:

La P27 permitía respuestas múltiples y abarcaba el caso de si el encuestado se sentía afectado (a) y si le parecía que otros estaban siendo afectados. Por lo tanto, proporciona una imagen instantánea de si la comunidad en general siente y/o nota el racismo/discriminación.

Una nota importante: CHART reconoce que las opciones de respuesta para la P29 no incluyen todas las poblaciones de Santa Fe que podrían experimentar el racismo/discriminación (por ejemplo,

LGBTQIA+, otras religiones aparte del judaísmo y el islam). Incluimos las que se mencionaron con más frecuencia durante los diálogos públicos y otras actividades de CHART.

La misma pregunta, cuando se filtra por la etnia/raza autoidentificada de los encuestados, confirma que la mayoría de los encuestados (excepto el 8% que se identifica como "una raza/etnia no mencionada aquí") está de acuerdo en que Santa Fe tiene un problema de racismo/discriminación.



**Agree or Strongly Agree: "Which groups of people are negatively affected by racism/discrimination in Santa Fe."**

# CHART

| | % |
|---|---|
| Asian American or Pacific Islander choosing "Asian American and Pacific Islander" as being negatively affected | 75 |
| Black or African American choosing "Black or African American" as being negatively affected | 67 |
| Hispanic or Latino choosing "Hispanic or Latino" as being negatively affected | 62 |
| Native American or Alaskan Native choosing "Native American or Alaskan Native" as being negatively affected | 75 |
| White or Caucasian choosing "White or Caucasian" as being negatively affected | 26 |

La respuesta "otros" de la P27 permitió a los encuestados enviar hasta 50 palabras de texto. Produjo palabras y frases reflejadas en la siguiente nube de palabras:



Los que enviaron textos para esta respuesta opinan en gran medida que **todo el mundo** en Santa Fe se ve afectado negativamente por el racismo/discriminación.

El equipo de CHART, tanto al principio del proyecto (consciente de los calificativos racistas en los medios de comunicación, reuniones públicas y en el internet, a raíz de la polémica sobre el Monumento a los soldados/“obelisco”) como a lo largo del camino, implementó diversas prácticas y mecanismos para fomentar los espacios seguros y seguridad para los participantes de CHART: guardias de seguridad en los eventos, directrices para el diálogo (véase el Apéndice J), oportunidades para que los habitantes compartieran sus opiniones y perspectivas fuera de los diálogos públicos, etc. También se prometió a los participantes que las notas de los diálogos que pudieran compartirse públicamente no incluirían sus nombres. Artful Life también protegió del escrutinio público y posible acoso las identidades de los miembros de la Mesa de soluciones comunitarias, un subgrupo diverso de participantes de CHART que estudió y revisó cientos de páginas de datos recopilados por el proyecto para formular las recomendaciones de este informe.

Los datos recopilados durante el proyecto dejan claro que Santa Fe, como tantas otras ciudades, condados y comunidades no sólo de Estados Unidos sino de todo el mundo tiene un trabajo crítico por hacer en lo que respecta al racismo. Es real y es innegable.

> “Estados Unidos se encuentra en un profundo momento de reflexión pública con su historia de injusticia racial. En el tiempo transcurrido desde el asesinato de George Floyd se han multiplicado en todo el país las iniciativas nacionales y locales en pro de la verdad, la reparación y la reforma (TRR en inglés) por las injusticias raciales históricas. Estos esfuerzos incluyen propuestas nacionales para una comisión de la verdad, sanación racial y transformación y una comisión de reparaciones, así como decenas de iniciativas subnacionales sobre reparaciones, verdad y reforma. De maneras diversas, estos esfuerzos se hacen en conjunto en cuanto a su objetivo de la búsqueda de soluciones para la violencia y la discriminación racial permitida por el estado”. [54]

Debido a los resultados anteriores, proponemos la siguiente recomendación:

[54] Fundación Carnegie para la paz internacional: https://carnegieendowment.org [En inglés]

## RECOMENDACIONES: RACISMO

La Mesa de soluciones comunitarias del proyecto CHART identificó el racismo en Santa Fe como un problema crítico y formula las siguientes recomendaciones:

1. La ciudad de Santa Fe debería financiar, crear y dotar de personal a una oficina dedicada específicamente a desmantelar las barreras sistémicas a la igualdad racial, de género, de salud, socioeconómica y de otra índole.

En otros municipios, estas oficinas/departamentos llevan nombres diferentes: “Departamento de diversidad, equidad e igualdad” (Albuquerque), “Oficina de diversidad y equidad” (Sacramento), "Equidad e innovación social (Denver), “Igualdad de oportunidades” (Tucson). En las declaraciones de misión de estos departamentos, rara vez aparece la palabra “racismo” y se prefieren los eufemismos antes mencionados. Por lo tanto:

2. La ciudad de Santa Fe debería abordar honestamente el racismo/discriminación en la declaración de misión/propósito de este nuevo departamento para reconocer valientemente que Santa Fe tiene un problema.

CHART es consciente de que varios departamentos, divisiones e iniciativas de la ciudad de Santa Fe reconocen los problemas de inequidad, discriminación e incluyen medidas para abordarlos. Sin embargo, esto no niega la necesidad de un Plan general actualizado en el que la ciudad se comprometa a abordar el racismo, la discriminación y la desigualdad como piedras angulares de su enfoque de gobernanza municipal. Por lo tanto:

3. Además de las iniciativas actuales de la ciudad que destacan el racismo/discriminación como reto que se debe abordar y resolver, la ciudad de Santa Fe debería financiar, emprender y aplicar un Plan general actualizado (finalizado por última vez en 1999) que identifique el racismo/discriminación como reto continuo para la ciudad, aborde las cuestiones de racismo/discriminación en todos los departamentos y direccionas de la ciudad y esboce las medidas para atenuar sus efectos.

El 25 de agosto de 2015, la concejala Lindell propuso una resolución para la creación un Plan general actualizado con la siguiente redacción:

1 *.“Por la presente se ordena al personal de la ciudad la creación un Plan general actualizado que se centre en temas de uso del suelo y diseño urbano y que a la vez aborde el transporte, la vivienda asequible y otros temas pertinentes, en consonancia con los objetivos de la comunidad de avanzar hacia el futuro respetando la gran historia de Santa Fe; y*
2. *El personal deberá recopilar aportaciones del público a través de reuniones para revisar y solicitar aportaciones sobre el Plan general actualizado, especialmente en cuanto a los objetivos para el futuro, de una manera geográficamente equilibrada, lo que podría incluir mecanismos de aportaciones que sean representativos de la ciudad en su conjunto a través de una muestra estadísticamente significativa, en lugar de basarse sólo en la opinión de quienes asisten a las reuniones; y*

3. *Un Plan general actualizado que refleje los objetivos y el sentir de toda la comunidad y el deseo del futuro de Santa Fe y se presente para que la Comisión de Planificación lo recomiende y el Órgano de Gobierno lo apruebe".*

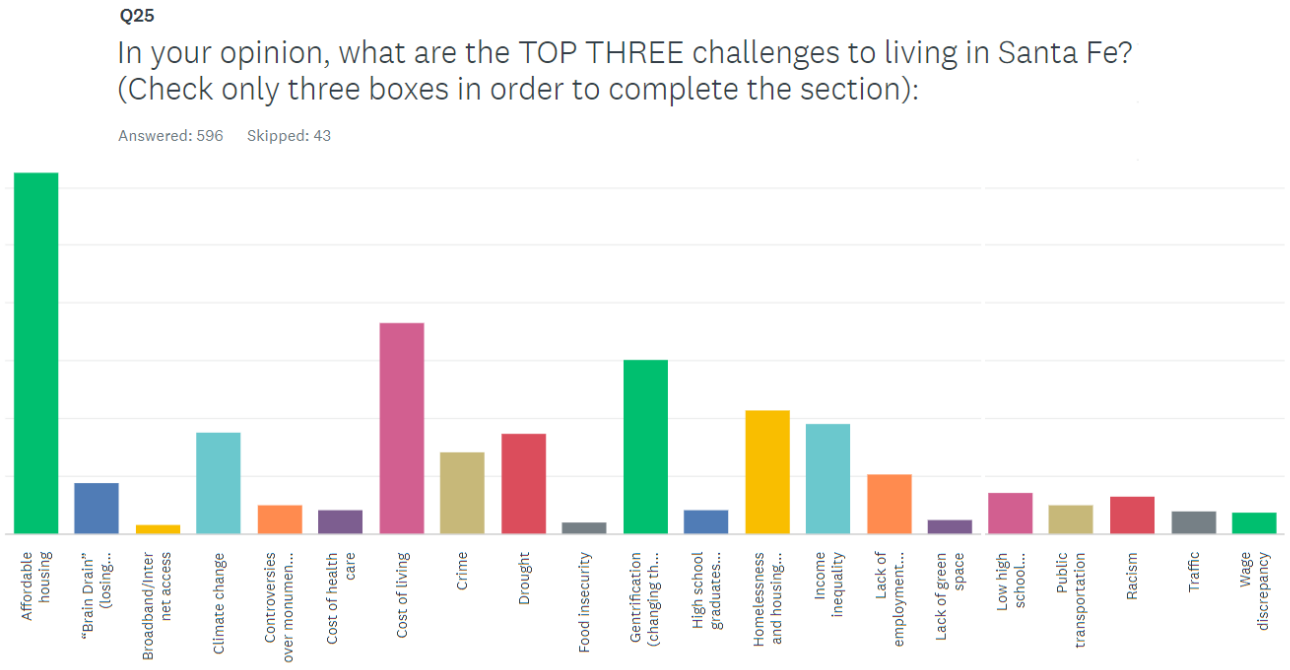
CHART escribió a la concejala Lindell el 14 y el 29 de julio de 2022 sobre el estado de esta propuesta de resolución, ya que no nos fue posible encontrar ningún debate o acción en las actas de ninguna reunión municipal posterior. La concejala Lindell respondió que "estaba claro para todos que no teníamos los recursos ni el personal para completar un nuevo plan general". [55]

55 Correo electrónico del 29 de Julio de 2022.

## Equidad y calidad de vida

Durante el proyecto, el equipo de CHART también escuchó constantemente sobre los graves desafíos que enfrenta la comunidad de Santa Fe en cuanto a problemas de calidad de vida y desigualdad. La equidad fue el tema central de las sesiones de diálogo público celebradas en febrero como resultado de las respuestas a la Encuesta 1. Quienes participaron abordaron repetidamente las discrepancias entre los “adinerados” y los "pobres" y las identificaron como un problema grave. Muchos participantes también señalaron una relación entre la desigualdad y la raza y etnia y opinan que abordar los problemas de calidad de vida permitirá a la comunidad de Santa Fe trabajar para alcanzar la sanación a nivel racial.

Como resultado de lo que leímos y escuchamos, incluimos una pregunta en la Encuesta 2 para cuantificar qué cuestiones son las más importantes para los habitantes de Santa Fe. La P25 fue: "¿Cuáles son los TRES principales retos de vivir en Santa Fe?" Los resultados son consistentes con lo que hemos escuchado durante muchos meses de participación pública.




La mayoría de los encuestados (62.75%) citan la “vivienda asequible” como el principal reto, seguido del “costo de vida” (36.74%) y el “aburguesamiento” (30.37%). Y los tres retos se debatieron durante la fase de participación pública del proyecto dentro del contexto de desigualdad. Los participantes en general estuvieron de acuerdo en que Santa Fe no tendrá la capacidad para ser una comunidad equitativa y próspera sino hasta que logremos avances importantes en estas cuestiones.




CHART reconoce que la ciudad de Santa Fe es consciente de los principales retos planteados en la segunda encuesta de CHART y de que existen varias iniciativas actuales de la ciudad destinadas a abordarlos, entre ellas:

- Oficina de Vivienda Asequible: Affordable Housing | City of Santa Fe, New Mexico (santafenm.gov)
- Resolución sobre el clima de la ciudad de Santa Fe del 11 de septiembre de 2019: A9R1j23lfi_109nkb6_5es.tmp.pdf (santafenm.gov)
- Aburguesamiento: Red de ciudades contra el desplazamiento: allincities.org
- Información sobre el salario digno: Living wage information | City of Santa Fe, New Mexico (santafenm.gov)
- Inestabilidad de las personas sin hogar y de la vivienda - Coalición Built for Zero: $100 millones a Organización asociada de la ciudad | Ciudad de Santa Fe, Nuevo México (santafenm.gov) [En inglés]
- Resolución 2015-65 de la Ciudad de Santa Fe del 29 de julio de 2015: "Cómo instruir al personal a buscar una solución a la crisis de vivienda asequible en Santa Fe, específicamente en lo que se refiere al aburguesamiento, la inequidad y la creciente brecha entre ricos y

pobres en Santa Fe; proporcionando un marco para la política de vivienda y planificación urbana": Resoluciones 2015 | Ciudad Santa Fe, Nuevo México (santafenm.gov) [En inglés]

Está claro, a partir de lo que escuchamos de los residentes, que el avance en los temas mencionados parece lento o se ha estancado con el consiguiente daño a nuestro sentido de comunidad, pertenencia y justicia racial que se percibe diariamente.

> "Las comunidades equitativas son lugares de oportunidades donde todos los niños y las familias pueden desarrollarse, crecer y contribuir; donde la gente sabe que el bienestar de la comunidad depende de la participación de cada persona.
>
> Lograr comunidades más equitativas precisa que todos enfrentemos la forma en que el racismo y los prejuicios afectan nuestra historia y nuestras experiencias actuales, para sanar las fracturas resultantes en nuestras relaciones y empezar a dar nueva forma a los sistemas que nos impiden avanzar a tantos de nosotros" [56].

Como resultado de estas conclusiones, recomendamos la siguiente medida.

[56] Fundación W.K. Kellogg: www.wwfk.org

## RECOMENDACIÓN: INEQUIDAD

La Mesa de soluciones comunitarias del proyecto CHART identificó que la inequidad en Santa Fe es un problema importante y recomienda lo siguiente:

1. Además de las iniciativas actuales de la ciudad que señalan la equidad/inequidad como desafío por abordar y resolver (por ejemplo, el Plan de 25 años de Santa Fe sostenible; el Estudio de uso del suelo y diseño urbano, Culture Connnects; la Resolución 2015-65), la ciudad de Santa Fe debería financiar, emprender y poner en marcha un Plan general actualizado (completado por última vez en 1999) que identifique la inequidad como desafío continuo para la ciudad, aborde los problemas de inequidad en todos los departamentos y direcciones de la ciudad y las medidas para atenuar sus efectos.

La concejala Lindell el 25 de agosto de 2015 propuso una resolución para la creación de un Plan general actualizado:

1. *"Por la presente se ordena al personal de la ciudad la creación de un Plan general actualizado que se centre en los temas de uso del suelo y diseño urbano y que a la vez aborde el transporte, la vivienda asequible y otros temas pertinentes, de acuerdo con los objetivos de la comunidad para avanzar hacia el futuro respetando la gran historia de Santa Fe; y*

2. *El personal deberá recopilar las aportaciones del público a través de reuniones con el propósito de revisar y solicitar aportaciones sobre el Plan general actualizado, especialmente los objetivos para el futuro, de una manera geográficamente equilibrada, que podría incluir mecanismos de aportación que sean representativos de la ciudad en su conjunto a través de una muestra estadísticamente significativa, en lugar de basarse sólo en la información de quienes asisten a las reuniones; y*

3. *Un Plan general actualizado que refleje los objetivos y el sentir de toda la comunidad y el deseo del futuro de Santa Fe y que se presente para que la Comisión de planificación lo recomiende y el Órgano de Gobierno lo apruebe".*

CHART escribió a la concejala Lindell el 14 y el 29 de julio de 2022 sobre el estado de esta propuesta de resolución, ya que no pudimos localizar ninguna discusión o acción en las actas de ninguna reunión municipal posterior. La concejala Lindell respondió: "estaba claro para todos que no teníamos los recursos ni el personal para finalizar un nuevo plan general" [57]

57 Correo electrónico del 29 de julio de 2022.

## Sentido de pertenencia

En cualquier comunidad, las cuestiones de sentido pertenencia están intrínsecamente ligadas a las realidades del racismo, la discriminación y la desigualdad. El sentido de pertenencia, o la falta él, surgió con frecuencia en las respuestas a la Encuesta 1, hasta el punto de que las sesiones de diálogo público de marzo estuvieron dedicadas a debatirlo.

Durante el proyecto CHART, algunos participantes se refirieron al sentido de pertenencia utilizando palabras y frases que evocan lo contrario: “excluidos”, “marginados”, “nosotros” y “ellos”. La palabra “fuereños” fue, con mucho, la más frecuente y la que se utilizó con más vehemencia, o a la cual otras personas hicieron referencia como palabra importante al profundizar las divisiones entre los habitantes. He aquí algunos ejemplos de lo que leímos y oímos:

> *“...no hagan caso a los fuereños que no tienen ni idea de la historia local”.*
>
> *“Lamentablemente habrá personas de fuera que son elegidas para moderar y facilitar durante las reuniones de CHART y estas personas no entienden nada la Historia de Santa Fe”.*
>
> *“...muchos de los eventos que han ocurrido dentro de la ciudad han sido traídos por los ‘fuereños’, anglosajones e indígenas de Estados Unidos de fuera del estado”.*
>
> *“Hacer que los negocios locales vuelvan a la plaza, poner un tope a los alquileres para que los fuereños con $ que no se preocupan por nuestra ciudad ni la historia vuelvan las rentas tan altas”*
>
> *“Parece que una vez que los fuereños se mudan quieren cambiar esta cultura y convertirla en una de culpa y reconciliación”.*
>
> *"Parece que los fuereños se mudan aquí porque les encanta. Luego, una vez aquí, proceden a hacer cambios para intentar que nuestra ciudad ¡se parezca a la que dejaron!!!”*
>
> *“Tiene que haber una reflexión profunda entre los llamados hispanos ‘de aquí’, que ven a todas las personas cuyos antepasados no han estado aquí durante cientos de años como fuereños que deberían irse. Es realmente una forma de discriminación repugnante y retrógrada que es ampliamente aceptada en esta ciudad y es asquerosa”*
>
> *“Probablemente sería mejor traer a los lugareños de toda la vida a estas sesiones, porque ellos entienden las actitudes y la historia de la ciudad. Eso será muy difícil porque vienen los fuereños que piensan y actúan como si fueran privilegiados y como si fueran mejores que los locales”.*
>
> *“...hay ciertos fuereños, grupos extremistas y gente que no entiende o ‘capta’ y que quieren cambiar las cosas para beneficio de su agenda personal y eso ha sembrado división; ellos son los que entran como toros en cristalería, los que han creado esta división”.*

*“Nuestros hermanos y hermanas Puebloanos no tienen ninguna mala voluntad hacia los españoles, así como los españoles no tienen ninguna mala voluntad hacia los Pueblo. Son unos cuantos radicales que aconsejan al alcalde y los concejales los que han creado este desafortunado momento en nuestra ciudad”.*

*“En verdad, deberíamos considerar algunas ideas que estos fuereños quieren porque son buenas ideas. Nadie toma en cuenta las nuevas ideas... Hay buenas ideas allí fuera y no deberíamos rechazarlas”.*

Lo que causa división en este tipo de expresión, según otros participantes de CHART, es que comunica que ciertos residentes son “dueños” de la comunidad y otros no lo son; que ciertos habitantes merecen tomar decisiones para la comunidad y otros no, y/o que todas las personas de un determinado grupo, raza o etnia (trasplantados, “anglos”, indígenas de los Estados Unidos, “hispanos”, “lugareños”, hermanos y hermanas Pueblo e incluso “radicales”) son un monolito; es decir, que piensan, actúan y viven de la misma manera y provienen de las mismas historias y orígenes.

Algunos participantes indígenas subrayaron las diferencias en las historias, culturas, lenguas, tradiciones y perspectivas de las distintas tribus soberanas; algunos participantes hispanos señalaron la diversidad de los orígenes “hispanos”; algunos participantes blancos/anglosajones describieron las múltiples generaciones de su familia en Santa Fe. En las secciones “Cultura” e “Historia” de este informe, tratamos con más profundidad la complejidad de la comunidad de Santa Fe.

Al mismo tiempo, los participantes de CHART reconocen que existen disparidades que generalmente se dan en función de la raza y etnia (riqueza, salud, vivienda, etc.) y que los legados de la esclavitud y la colonización afectan a las poblaciones de diversas etnias y razas de forma diferente.

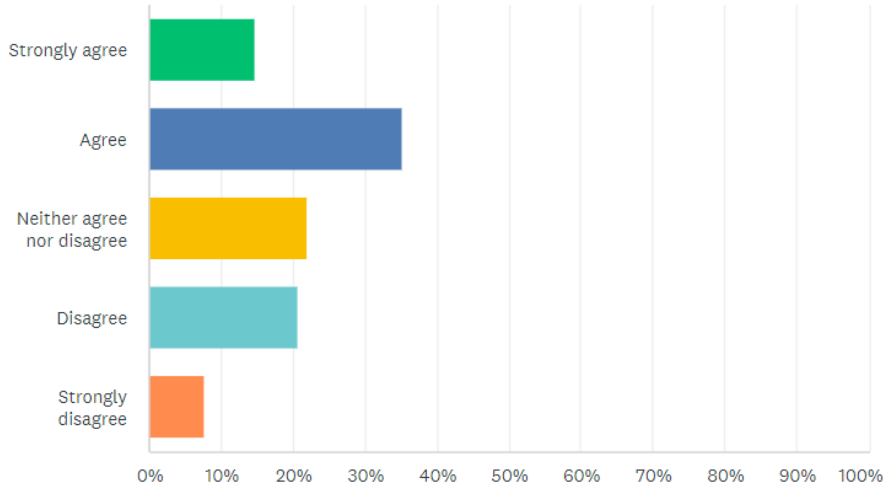
Debido a que estas verdades, así como otras verdades, existen simultáneamente los participantes de CHART expresaron continuamente la necesidad de que los habitantes afirmen múltiples verdades a la vez, que acepten la complejidad y que eviten referirse a las personas de una etnia y/o raza en particular como si tuvieran las mismas opiniones, perspectivas e historias.

CHART deseaba formarse una idea cualitativa de la opinión de los santafesinos sobre el sentido de pertenencia y por eso incluyó una pregunta al respecto en la Encuesta 2. La P23 solicitaba a los habitantes que respondieran a la siguiente afirmación: “En general, tengo un fuerte sentido de PERTENENCIA en Santa Fe: me aceptan por lo que soy y la comunidad se preocupa por mi bienestar”.  Los resultados son los siguientes:

**Q23**

Overall, I feel a strong sense of BELONGING in Santa Fe – I am accepted for who I am and the community cares about my well-being.

Answered: 602 Skipped: 37




| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 14.62% |
| Agree | 35.22% |
| Neither agree nor disagree | 21.93% |
| Disagree | 20.60% |
| Strongly disagree | 7.64% |
| TOTAL | |

Si bien el 49.84% de los encuestados está de acuerdo o muy de acuerdo con la afirmación, el 21.93% no puede estar ni de acuerdo ni en desacuerdo y el 28.24% de nuestros conciudadanos **no experimenta** un sentido de pertenencia. Así, un total del **50%** o la **MITAD** de la comunidad representada en la encuesta está en desacuerdo o no puede estar de acuerdo o en desacuerdo con que la comunidad se preocupe por ellos o por su bienestar, una estadística que exige la atención enfocada tanto de la ciudad de Santa Fe como de su comunidad.

*¿Por qué es importante el sentido la pertenencia?*
En su innovador libro basado en abundantes datos de investigación[58], *Bowling Alone* [59] [Juego solo al boliche], Robert Putnam demuestra que los estadounidenses nos hemos desconectado cada vez más de la familia, amigos, vecinos y de nuestras estructuras democráticas. Putnam advierte que nuestra reserva *de capital social*, el tejido mismo de nuestras conexiones con los demás se ha derrumbado, devastando nuestras vidas y comunidades. Putnam descubrió que la salud y la seguridad, los logros educativos, la fortaleza económica local y otras medidas de bienestar dependían de los niveles de capital social de una comunidad.

Desde el año 2000, el año en que se publicó *Bowling Alone*, Estados Unidos ha experimentado conmociones sociales, políticas, económicas, médicas y de otro tipo (sobre todo en los dos últimos

[58] Incluyendo casi 500,000 entrevistas en los últimos 25 años.
[59] Putnam, Robert D, *Bowling Alone*, [*Juego solo al boliche]* Simon & Schuster, 2000.

años) que no han servido sino para acrecentar la sensación de desconexión y aislamiento entre nosotros. [60]

El sentido de pertenencia es una importante medida del capital social de Santa Fe. Que los habitantes sientan aceptación, seguridad y atención depende de la calidad de nuestras relaciones no sólo con la familia, amigos y seres queridos, sino también con desconocidos. Cultivar el sentido de pertenencia de todos los habitantes debe ser una prioridad para la ciudad de Santa Fe, no sólo para promover la seguridad, los logros educativos, una economía fuerte y otras medidas de bienestar, sino también porque fomenta la interconexión y la resiliencia necesaria para que los residentes reconozcan y afronten los problemas difíciles a los que nos enfrentamos ahora y otros a los que nos enfrentaremos en el futuro.

> "Lo que se necesita es una exploración de la forma exacta en que se produce una auténtica comunidad. ¿Cómo se transforma? ¿Qué cambios fundamentales están implicados? …lo esencial es dar un paso adelante en nuestra manera de pensar y diseño sobre la forma en que las personas en las comunidades se unen para producir algo nuevo para sí mismas. Al pensar en términos de la estructura del sentido de pertenencia, empezamos a construir la capacidad de transformar nuestras comunidades para que funcionen para todos…" [61]

[60] La Fundación AARP y la Fundación United Health efectuaron una encuesta en 2020, que reveló que todos los adultos estadounidenses experimentan aislamiento social. "Dos tercios de los adultos estadounidenses informan que sienten el aislamiento social y más de la mitad, (66%) concuerda en que la pandemia de COVID-19 ha ocasionado que incremente su nivel de ansiedad".

[61] Block, Peter. *Community: The Structure of Belonging*. [*Comunidad: la estructura del sentido de pertenencia*] Berrett-Koehler, 2009, pág.4

## RECOMMENDACIÓN: SENTIDO DE PERTENENCIA

Además de poner en práctica las recomendaciones relativas a los eventos multiculturales (sección de “Cultura”), la sanación de la verdad y la reconciliación (sección de "Reconciliación"), así como las recomendaciones que abordan el racismo/discriminación y la desigualdad (más arriba en esta sección), recomendamos lo siguiente:

1. La ciudad de Santa Fe debería financiar, crear y de inmediato poner en práctica oportunidades regulares y sostenidas para que los santafesinos participen en actividades que fortalezcan el tejido social y transformen los sentimientos de aislamiento dentro de nuestras comunidades hacia un sentido de conexión y atención a un todo. Estas actividades deberían hacer hincapié en el diálogo en grupos reducidos, facilitado por profesionales calificados, que promuevan el escuchar, compartir y la comprensión recíproca.

Dichas oportunidades y actividades las podría efectuar el Departamento de participación cívica que se recomienda crear en la siguiente sección.

### Ciudadanía participativa

> “La democracia y en nuestro caso la república federal, depende de la participación de los ciudadanos. Cuando los ciudadanos están comprometidos, pueden intercambiar ideas, invertir en la búsqueda de soluciones y emplear un discurso civilizado para abordar los problemas a los que se enfrentan sus comunidades. Esto fortalece nuestra democracia y también fomenta el empoderamiento personal a nivel individual al ayudar a la gente a sentir que tiene voz en lo que ocurre en sus comunidades. Al unirnos bajo un propósito compartido, generamos confianza, empatía, conexiones humanas y una sólida base de apoyo para encontrar e implementar soluciones en nuestras comunidades”.[62]

El énfasis de CHART durante la ejecución del proyecto de 12 meses fue promover el “diálogo civilizado” con la convicción de que el “intercambio de ideas” y la inversión en la “búsqueda de soluciones” nos harían avanzar en el camino hacia la verdad, la sanación y la reconciliación. Quienes participaron (sobre todo de forma constante) en el proyecto demostraron un compromiso cívico que CHART agradece y admira.

Al mismo tiempo, escuchamos con mucha frecuencia durante el proyecto sobre “lo que la gente no sabe” y “lo que la ciudad no nos dice” y cómo “los líderes de la ciudad están desconectados” o “no representan nuestras opiniones”.

Con estos sentimientos en mente, incluimos dos preguntas en la Encuesta 2 de modo que nos revelaran más sobre el intercambio de información y la democracia en acción. Los resultados son mixtos:

**P29**
“Sé a dónde ir (ya sea en línea o en persona) para obtener información sobre importantes iniciativas de la Ciudad de Santa Fe.”

[62] The Policy Circle: www.thepolicycircle.org [En inglés]

## Q29 I know where to go (either online or in-person) to get information about important City of Santa Fe initiatives.

Answered: 602 Skipped: 37

| ANSWER CHOICES | RESPONSES |
|---|---|
| Strongly agree | 8.97% |
| Agree | 38.21% |
| Neither agree nor disagree | 19.27% |
| Disagree | 24.42% |
| Strongly disagree | 9.14% |
| TOTAL | |

Apenas la mitad de los encuestados sabe dónde acudir para informarse sobre las iniciativas municipales de la ciudad de Santa Fe, mientras que más de la mitad no está ni de acuerdo ni en desacuerdo con la afirmación.

En cuanto al contacto con los concejales, los resultados fueron decepcionantes. Casi el 60% de los encuestados indica que “Rara vez” o “Nunca” se pone en contacto con sus concejales. Sólo el 11.46% se pone en contacto “Habitualmente” o “Siempre” con sus concejales para compartir perspectivas y opiniones.

**P28**
“Me pongo en contacto con mi concejal de la ciudad (City Councilor) para compartir mis perspectivas y puntos de vista.”

## Q28 I contact my city councilor to share my perspectives and views.

| ANSWER CHOICES | RESPONSES |
|---|---|
| Always | 3.65% |
| Usually | 7.81% |
| Sometimes | 30.73% |
| Rarely | 24.75% |
| Never | 33.06% |
| TOTAL | |

Estos resultados plantean algunas preguntas importantes: ¿Cuáles son los mejores mecanismos para informar al público sobre las iniciativas importantes de la ciudad y cómo puede promoverlas la ciudad? ¿Por qué tan pocos habitantes contactan a sus concejales? Si los concejales sólo escuchan a un reducido porcentaje de los electores, ¿Cómo es que están “sondeando” las opiniones de los electores sobre cuestiones importantes para tomar decisiones y acciones informadas?

Por supuesto que hay muchas otras maneras para que la ciudad, incluido la Junta de Gobierno, escuche las perspectivas y opiniones de la ciudadanía: hay decenas de formularios de opinión pública y solicitudes de comentarios del público sobre una amplia gama de temas en el sitio web de la ciudad. Aun así, a lo largo del proyecto hemos escuchado constantemente que “la ciudad” o “el alcalde” o los “concejales” no escuchan a la ciudadanía; sólo escuchan a una “minoría de personas” y que toman decisiones basándose sólo en “las voces más fuertes” y no están “en contacto con la gente”.

Con base en las aportaciones del público, creemos que existe una necesidad crítica de un enfoque actualizado del compromiso comunitario y cívico que fomente la sensación de “ser escuchado” por parte de los habitantes de la ciudad y de “tener una amplia idea de cuál es la postura de la comunidad en este asunto” por parte del gobierno de la ciudad (incluidos los funcionarios elegidos).

### Enfoque integral de la participación comunitaria

Un problema típico de los organismos municipales es el enfoque fragmentario de la participación comunitaria. Diferentes departamentos municipales llegan a la comunidad de distintas maneras; mediante reuniones públicas (a veces polémicas) a las que asiste un reducido porcentaje de la población; la participación depende de mecanismos limitados para solicitar comentarios del público; la participación se confunde con el alcance comunitario (boletines de noticias, boletines informativos); los contratos a corto plazo (como CHART) empiezan y terminan lo que podría ser un proceso eficaz y sólido de participación. A menudo, las oficinas interacción con la comunidad carecen de personal suficiente o se confunden con las “comunicaciones” o los “servicios a la ciudadanía”, que son muy diferentes de la participación. En ocasiones, los contratos a corto plazo inician cambios y programas que se eliminan en el siguiente periodo de gobierno (a menudo de un partido político diferente). La mayoría de las veces, el resultado es un mosaico de actividades de participación intermitentes y desconectadas.

En su lugar, se necesita un enfoque más sostenido, robusto, consistente y cohesivo de participación comunitaria para construir con el tiempo una red de relaciones comunitarias, así como para abordar una serie de problemas y cuestiones. Creemos que al hacerlo la ciudad probablemente gastará menos dinero que en un enfoque gradual basado en contratos de participación comunitaria con resultados superiores.

Por ello, recomendamos lo siguiente:

## RECOMMENDACIONES: PARTICIPACIÓN COMUNITARIA

La ciudad de Santa Fe debería:

1. Eliminar la “Oficina de participación comunitaria” y establecer un "Departamento de participación comunitario". La designación de "Departamento" es importante, en este caso, a efectos de presentación de informes y de colaboración entre homólogos. Según el organigrama de la ciudad de Santa Fe, el departamento dependería del administrador de la ciudad (y no de un director de departamento), quien también supervisa otros departamentos con los que el nuevo departamento colaboraría (véase 3.G más abajo);
2. Diferenciar al “Departamento de participación comunitaria" del de “Comunicaciones”, “Servicios a la ciudadanía” y “Servicios al Consejo”, al asignar estos tres últimos su propia oficina o ubicándolos en otros departamentos/direcciones adecuadas;
3. Dedicar el nuevo “Departamento de participación comunitaria” a las siguientes actividades:
   A. Iniciar, sostener y establecer (a lo largo del tiempo) relaciones sanas con las organizaciones comunitarias que prestan servicios a las diversas poblaciones de Santa Fe para aprender de estas organizaciones y de sus miembros/clientes;
   B. En colaboración con las organizaciones mencionadas, crear canales de comunicación bidireccionales que informen al personal del Departamento de los puntos de vista y opiniones de la ciudadanía sobre los temas de importancia para la ciudadanía y en los que se comunique a las organizaciones, y a la ciudadanía que recibe los servicios, que la ciudad está escuchando:
   C. Crear y poner en práctica una estrategia de participación diversa, no partidista, amplia y sostenida, a lo largo de muchos años que permita al personal del departamento recibir información valiosa de la ciudadanía (vinculada o no a las organizaciones mencionadas) sobre una serie de cuestiones urgentes y preocupantes. Esta estrategia de participación debe reflejar y mejorar la aplicada por CHART incluida en la sección “Metodología” de este informe;
   D. Crear una extensa lista de contactos de ciudadanos (asociados o no a las organizaciones mencionadas) que deseen formar parte de la sólida estrategia de compromiso del Departamento y permanecer en contacto con ellos con invitaciones e información;
   E. Promover las actividades del departamento entre todos los habitantes la ciudad, incluidos los recién llegados que quieran formar parte del tejido social promovido por el Departamento de participación comunitaria;
   F. Desarrollar mecanismos eficaces para tomar la información recopilada a través de la participación, así como analizar la información para presentarla a los órganos, comités, departamentos y divisiones adecuados;
   G. Desarrollar y con el tiempo mantener relaciones sanas con otros departamentos/divisiones y personal de la ciudad, así como contar con mecanismos para proporcionar a estos departamentos/divisiones retroalimentación pública que contribuya a comprender cuál es la postura de muchos habitantes en los asuntos de su competencia;
   H. Desarrollar y aplicar prácticas y mecanismos de evaluación/retroalimentación para medir el éxito;

4. Financiar y dotar al Departamento de participación comunitaria de expertos y profesionales a tiempo completo, en las disciplinas de la participación comunitaria, para que sean capaces de implementar las actividades anteriores con las herramientas necesarias para lograr los objetivos del departamento; y

5. Demostrar comprensión de la complejidad del trabajo del Departamento participación comunitaria al proveer una financiación continua y tiempo para que pueda cumplir sus objetivos.


"Let us begin our walk, here, as stewards of something greater than ourselves..."

# CONCLUSIÓN

# CONCLUSIÓN

Sabemos que muchos querían que el proyecto CHART alcanzara conclusiones. Hemos aportado muchas a manera de nuestras recomendaciones. Sabemos que muchos querían que el proceso CHART decidiera definitivamente el destino del Monumento a los soldados/“obelisco”. Recomendamos un “destino” que nos pide más trabajo. Todavía estamos divididos; aún no hemos llegado a ese punto.

Los santafesinos nos recuerdan, una y otra vez, que el proceso de la verdad, la sanación y la reconciliación es una empresa de largo plazo y que abordar el Monumento a los soldados/“obelisco” sigue siendo el centro de este trabajo. Requiere que seamos pacientes, tenaces, resistentes a la vez que seguimos adelante. Aún estamos en medio de esta historia particular y, sin duda, no se puede apresurar, ni siquiera en la forma de un año repleto de diálogos entre miembros de la comunidad.

Esperamos que muchas de las recomendaciones de este informe se apliquen rápidamente. Muchos participantes de CHART exigirán que así sea. Instamos a la ciudad de Santa Fe a que desafíe lo que escuchamos de muchos participantes, que “la ciudad no hará nada con sus recomendaciones; esto es sólo una pérdida de dinero”, como lo afirmó un participante.

Santa Fe: los hemos escuchado; los oímos, los honramos.

Nos gustaría concluir este informe invocando las palabras de la Proclamación de la ciudad de Santa Fe de septiembre de 2018 que marcó el final del desfile de la Entrada de la Fiesta de Santa Fe. La proclamación fue el resultado de un año de conversaciones entre la Junta de Gobernadores de todos los pueblos, la Arquidiócesis Católica de Santa Fe, la ciudad de Santa Fe, los caballeros de de Vargas y el Consejo de la Fiesta de Santa Fe.

Las deliberaciones sobre este tema tan, tan divisivo, fueron largas y difíciles. Se caracterizaron por decir la verdad, por un diálogo crítico y compasivo y, finalmente, por un acuerdo. Las palabras de la proclamación resultante han guiado e inspirado al equipo de CHART a lo largo del proyecto como ejemplo de cómo abordar la verdad, la sanación y la reconciliación. Estamos agradecidos por el ejemplo brindado por quienes emprendieron este proceso para llegar a un entendimiento colectivo:

> “Nos reunimos para proclamar nuestro amor por nuestra ciudad de ‘Ogap'ogeh’, La Villa Real de la Santa Fe de San Francisco de Asís, Santa Fe: nuestra gente, nuestras lenguas, nuestra forma de vida y esta tierra sagrada y sus bendiciones que recibimos con gratitud.
>
> Reconocemos el pasado y sus traumas, tragedias y penas; comprendemos su legado en el presente.
>
> Reconocemos las heridas más antiguas y profundas de este continente. En nombre de aquellos del pasado que no pueden pedir perdón, lo hacemos ahora.
>
> También reconocemos la notable profundidad de la sabiduría y la resiliencia que proviene de la lucha. Compartimos nuestro dolor; compartimos nuestra fuerza.
>
> Reconocemos que hay mucha sanación por delante.

Comprendemos que la verdadera reconciliación es un proceso que dura generaciones y que es desafiante y complejo: pondrá a prueba nuestra capacidad de recuperación.

Por esa razón, nos comprometemos con una participación honesta y compasiva, por muy dura que sea, por mucho tiempo que requiera. Creemos en nuestra capacidad para cambiar y ser cambiados.

Renovamos nuestra dedicación hacia nuestros valores fundamentales: amor, respeto, compasión, fe, comprensión, empatía y gratitud.

Nos unimos hoy por nuestros hijos, guiados por nuestro sagrado deber de conocer y aprender del pasado, reconocer el presente e imaginar un futuro en el que todos prosperen. Nos unimos para hacer una nueva ofrenda de paz y decidimos avanzar juntos.

Comencemos nuestro camino, aquí, como representantes de algo más grande que nosotros mismos.

Desaprendamos y volvamos a aprender. Caminemos juntos, un paso a la vez de forma que podamos hablar con la verdad y que nos transformemos para sanar, para ser familia. Hacemos estas promesas y nos comprometemos con los niños a elegir el camino correcto hoy, para que en el futuro nos puedan llamar sus buenos antepasados”.

Cultura, historia, arte, reconciliación y verdad

# LOS APÉNDICES: INFORME FINAL



2022

CHART

SANTA FE

# APPENDIX A: ORGANIZATIONAL OUTREACH

# ORGANIZATIONAL OUTREACH

The following organizations received regular updates from CHART through our MailChimp newsletters. Over the course of the project period, CHART met with 42 organizations who shared their knowledge, perspectives, and expertise. We are grateful for their participation.

Acequia Madre House
Acoma Education Foundation
Alas de Agua Art Collective
AMP Concerts
Art Park 21 LLC (Santa Fe Art Institute)
ARTSMART
Agua Fria Village Association
Aspen Santa Fe Ballet
Assistance Dogs of the West
Axle Projects, Inc.
Boys and Girls Club of Santa Fe
Caballeros de Vargas
Capoeira Santa Fe
CCA - Center for Contemporary Arts
CENTER (Advancing the Photographic Arts)
Chainbreaker
Chamiza Foundation
Children's Museum
Concordia Santa Fe, Inc.
Coordinated Community Response Council (CCRC)
Desert Chorale
EarthCare
Earthseed Black Arts Alliance
EarthWalks
El Rancho de las Golondrinas, Inc.
Esperanza Shelter
Entreflamenco
Exploring Whiteness and Understanding Privilege
Fiesta Council
Food Depot
Food for Santa Fe
Form + Concept
Girls Inc. of Santa Fe
Global Warming Express
Hispanic Chamber of Commerce
Human Rights Alliance
Indigenous Language Institute
IndigenousWays
Ironweed Productions
Japanese American Citizens League, New Mexico Chapter
Keeping Santa Fe Multicultural
Kiwanis Club of Santa Fe
La Familia de Santa Fe
Leadership Institute - SFIS
League of Women Voters of Santa Fe County
Littleglobe, Inc.
McCune Charitable Foundation
Meow Wolf
NAACP
National Dance Institute New Mexico Inc
New Mexico Acequia Association
New Mexico Birth Equity Collaborative
New Mexico Breastfeeding Task Force
New Mexico Coalition to End Homelessness
New Mexico Jazz Workshop, Inc.
New Mexico Mediators
New Mexico Music Educators Association
New Mexico Office of the State Historian
New Mexico Symphonic Chorus Inc.
Northern Rio Grande National Heritage Area
Old Santa Fe Association
Parallel Studios Inc.
Partners in Education Foundation for the Santa Fe Public Schools
Pete's Place
Poeh Cultural Center
Poetry Pollinators (In the Family Way)
Pomegranate Studios (New Mexico Dance Coalition)
Pueblo of Nambe
Pueblo of Pojoaque/P'o Suwae Geh
Pueblo of San Ildefonso/Po-Who-Ge-Oweenge
Pueblo of Tesuque/Te-Tsu-Geh
Que Suave Radio
Ralph T. Coe Center for the Arts, Inc.
Recursos de Santa Fe
REEL FATHERS, Ltd.
Remedios Naturales and Sobadores del Llano
Rio Grande Heritage Area
Rivers Run Through Us
Rotary Club of Santa Fe
Salvation Army
Santa Fe Art Institute
Santa Fe Children's Museum, Inc.
Santa Fe Classic Theater, Inc.
Santa Fe Community Orchestra
Santa Fe Concert Association dba Performance Santa Fe

Santa Fe County Commissioners
Santa Fe Desert Chorale
Santa Fe Dreamers Project
Santa Fe Farmers Market
Santa Fe Friends of Traditional Music
Santa Fe Independent Film Festival (Santa Fe Film Institute)
Santa Fe Indigenous Center
Santa Fe Opera
Santa Fe Partners in Education
Santa Fe Pro Musica, Inc.
Santa Fe Mutual Aid
Santa Fe Symphony Orchestra & Chorus, Inc.
Santa Fe Youth Works
Santa Fe Watershed Association
Santa Fe Women's Ensemble, Inc.
SciArt Santa Fe
SITE Santa Fe
Somos Un Pueblo Unido
Songs to Educate
Soul Resources LLC
Spanish Danzart Society, DBA Entreflamenco
Teatro Paraguas Inc.
Temple Beth Shalom
Tewa Women United
The New Mexico Actors Lab
The Santa Fe Opera
Theater Grottesco North America Inc.
Theatre Santa Fe
Three Sisters Collective
Tierra Adentro of New Mexico
Turquoise Trail Performing Arts
Vital Spaces Inc.
Union Protectiva
Unitarian Universalists of Santa Fe
Vital Spaces Inc.
Warehouse 21
Wheelwright Museum of the American Indian
Wild Earth Guardians
Wise Fool New Mexico
Women's International Study Center (WISC)
Youth Shelters, NM

# APPENDIX B: BIOS - CHART TEAM

# CHART FACILITATION TEAM

The CHART team was chosen through an open application process (August - September 2021) and an interview and selection process (October 1-15) with an emphasis on diversity as well as those who would be able to facilitate dialogue, conversations and art activations rather than advocate for an opinion or position on any topic.

.

**Maureen Burdock**

“Maureen Burdock is an artist, author, and teacher. Long ago, her maternal family fled the Spanish Inquisition, leaving the Iberian Peninsula and eventually resettling in what was Silesia, Germany, before 1946 (contemporary western Poland). Her grandmother was an avid nationalist during the Second World War, but later a refugee, as she and her children fled the encroaching Russian Army. Decades later, when Maureen was seven, her mother fled with her to the United States to escape domestic violence. Burdock grew up as an outsider, deeply affected by her mother’s PTSD and intense religiosity. She learned to use art and writing to make sense of her experiences of gender-based violence, displacement, and toxic nationalism and religious fanaticism. Today, Burdock creates and studies literature and comics in response to trauma. She is interested in how personal stories can disrupt xenophobic, racist, and sexist master narratives. Burdock belongs to several communities: her family and chosen family, scattered across Europe and North America; a circle of deep friendships in Northern New Mexico, composed of people of all ages from richly varied backgrounds; and her transnational community of artists, activists, and educators. Burdock is working on The Queen of Snails, a graphic memoir about gendered experiences of violence and displacement across generations. She earned a PhD in cultural studies from University of California, Davis, an MFA in fine art and MA in visual critical studies from California College of the Arts, and a BFA in studio art from Santa Fe University of Art and Design.” Zip code: 87505, Age Range: 51-60, 10 years in Santa Fe, Languages: English, German

**Jenice Gharib, CHART Co-Director**

“I am an arts administrator with a special interest in community and economic development through the arts. Most recently I worked for a public funder and managed the distribution of approximately $1M in annual funding to over 200 arts organizations, K-12 schools, colleges and universities, and government and tribal entities including 60 organizations based in Santa Fe County. I regularly gathered the arts community through in person and online gatherings, conducted surveys and field research, and led strategic planning efforts. I’ve lived in Santa Fe for 18 years and my main community is made up of artists and writers. I’ve always straddled two cultures – American and English – as my mother was American and my father English. My mother’s family arrived on the east coast of this continent in the 1600s as settlers/colonists and still farm today. My father immigrated here in the late 1950s and I’m the first on his side of the family to be born in the US. I have dual citizenship. I’ve traveled a great deal – India, Nepal, Peru, most of Europe, including eastern Europe – and lived in England and Poland in addition to several states in the US. My mother’s early service as a teacher in India and her work on behalf of children throughout her life was my greatest inspiration to serve others as best I can. I am also a published writer, former magazine editor, and produced playwright.  I have an MFA in Creative Writing and a BS in Accounting.” Zip code: 87501, Age Range: 60-70, 18 years in Santa Fe, Languages: English

**Hernan Gomez Chavez**

“I am an artist and activist born and raised in Santa Fe. My family is from Mexico. I am a local to the Southside of Santa Fe and consider my community to be the Airport Road area. I also consider this city my home. I was previously on the intake team for Santa Fe Mutual Aid. My primary work included connecting individuals and families in need to resources available in Santa Fe County and in the state. I worked with the State Department of Finance and Administration to help people facing housing instability apply and receive aid through the Emergency Rental Assistance Program. One of the campaigns I started along with other community members was the ‘Keep Santa Fe Multicultural’ group.  We have focused on preservation of one of the last historic Chicano murals remaining here in

Santa Fe. I am a sculptor and received a BA from the UNM in 2014. In 2013 I studied abroad at the Academy of Art, Architecture, and Design in Prague. I pursued an MFA in sculpture at the School of the Art Institute of Chicago in 2016. My sculptural work deals with themes of power, place and infrastructure and I have shown work in the US and Prague, Czechoslovakia. My new projects explore artists' role in gentrifying neighborhoods and the impact our current political climate has on US/Mexico relations." Zip code: 87507, Age Range: 21-30, 21 years in Santa Fe (lifelong), Languages: English, Spanish

**Kearsley Higgins, CHART Administrator**
"I am excited to be the administrative coordinator for the CHART team and feel privileged to help organize this important project. I am a new resident to Santa Fe and eager to listen and learn from the diverse communities that call this place home. I am passionate about art as a form of expression and transformation. I have a degree in Radio, Television and Film from Northwestern University. I worked in management for feature films for a decade in for companies like 20th Century Fox and Pixar Animation Studios. When my daughter was born, I chose to take a step back from my professional career. Recent years have been filled with kids and chaos and with me volunteering my time to set design plays, write for a newsletter, or help our school district. I look forward to collaborative work with this amazing project team. I hope my organizational skills will be helpful in this bold attempt to look at the intricate fabric of Santa Fe, unearth divisions, and find pathways for understanding and healing."

**Tintawi Kaigziabiher**
"I am a mother of 5 creative souls, a wife and partner of 18 years, and an interdisciplinary artist of African descent. My blood lineages span the diaspora including the United States, Africa, Europe, and Australia. Oga Po'geh - Santa Fe has been my home for over 10 years and I consider it an honor and privilege to grow and raise my family on this sacred ground. My great grandparents are my connection to New Mexico, they lived and were laid to rest in Roswell. I am a board member with Black Health New Mexico, a member of NM Breastfeeding Task Force, an independent artist with Vital Spaces, a member of Earthseed Black Arts Alliance, and the nonfiction editor for the Santa Fe Literary Review. Additionally, I have engaged with the community through Santa Fe city and county cleanups, as a doula, and as the co-facilitator for Sista Circle Camp. In my professional work, I create ceremonial and nature-inspired art, I am a Trainer with Childbirth International and an Olorisa of Yemoja (Lukumi). My literary works can be found in the *Santa Fe Reporter, The Santa Fe Literary Review, The Mistake House*, and other literary magazines. My recent artwork was featured in the Re-Centering Santa Fe "Social Structures" project with Santa Fe Art Institute and in the "Handtools of Resilience" exhibit at Form and Concept. My creative work highlights the African experience in the diaspora. My life work is to be a bridge between the communities I connect with and serve. Zip code: 87508, Age Range: 41-50, 11 years in Santa Fe, Languages: English

**Alexis Kaminsky, CHART Project Evaluator**
"I was born and raised in New Mexico. I left in my late teens to go to college and, later, graduate school. I have a Ph.D. in program evaluation from Cornell University. I show art at Exhibit/208 in Albuquerque, work part-time at University of New Mexico as research faculty, and own a small consulting company that focuses on educational and community-based research and evaluation."

**Valerie Martinez, CHART Co-Director, Founding Director, Artful Life**
"I was born and raised in Santa Fe in a loving community of families descended from the Spanish colonizers and Indigenous peoples of present-day Mexico and North America. My parents were career public school teachers with a wide circle of family and friends who were both socially and civically active in the heart of Santa Fe community life. After earning my B.A. in English (Vassar College) and M.F.A. in Creative Writing/Poetry (University of Arizona) I taught as a college/university professor for over 22 years--at the University of Arizona, Ursinus College, New Mexico Highlands University, University of New Mexico, Institute for American Indian Arts (IAIA), University of Miami, and the College of Santa Fe. When the College of Santa Fe closed, in 2009, I left academia and entered the field of arts and community development. I was a core team member and Executive Director with

Littleglobe (Santa Fe), working with artist teams and community members on such large-scale arts and community projects as *Lines and Circles; Common Ground TOC* (Torreon/Cuba/Ojo Encino); *Lifesongs; Memorylines: Voces de Nuestras Jornadas; Stories of Route 66: The International District*, and *Rivers Run Through Us*. In 2015 I founded Artful Life to continue and evolve community arts work with additional projects in Albuquerque and Santa Fe. From 2018- 2021 I was the Director of History and Literary Arts at the National Hispanic Cultural Center, managing a wide range of history and literary projects for children, youth, adults, elders and families. I have also served as a consultant for community engagement projects (with an emphasis on public dialogue and art) since 2016. Finally, I am a poet–author of six books of poetry and one book of translations. I was honored to be Santa Fe's second Poet Laureate from 2008-2010." Zip code: 87111, age range: 60-70, 21 years in Santa Fe; Languages: English and Spanish (reading, writing)

**Simesha McEachern**
"I am an African American female who grew up in the south (North Carolina, to be exact). I moved to Santa Fe from Austin, Texas where I resided for 11 years. My background is in education, first as a teacher and then as a trainer. My community is best represented as those who felt called to be a part of the Santa Fe community. From my very first visit in 2017, I knew that this felt like home. I moved here in 2019 for work and immediately sought out organizations where I could make a difference. I have joined the Santa Fe Branch of the NAACP where I am an active member and chair of two committees. I work full time as the Education Coordinator in Santa Fe County for Presbyterian Medical Services Children's Services division. In addition, I am an active member of St. Bede's where I serve as a greeter once a month. I have a B.S. in Elementary Education with a Minor in English, an M.Ed. in Instructional Technology and Design, and an Ed.D. in Curriculum and Teaching. I am fully devoted to the pursuit of teaching and learning both formally and informally. I am fully committed to improving the lives of others through education while acknowledging and paying tribute to my southern roots. I believe strongly that mother wit and good old fashioned horse sense are what makes the world go around and I prize these attributes more highly than the degrees on my wall. Recent events have only served to further ignite my passion for Santa Fe and all of its people." Zip code: 87505, Age Range: 41-50, 2.5 years living in Santa Fe, Languages: English

**Peter Cuong Nguyen**
"Coming from a large family I learned to be conscientious and considerate of others. I learned to adapt to working with people from all backgrounds and the community in which I live. I make it a point to get to know the people and places in my community and to listen and learn about my community. I am a Vietnamese American. I am also an artist with an MFA in painting and printmaking. I have worked in the museum field for over 15 years and have lived in Santa Fe for 5 years off and on. I currently work for SITE Santa Fe but previously I worked for Turquoise Trail Charter School and, before that, at the Santa Fe Youth Symphony Association. Having held various positions in the museum field and non-profits, I have worked with people from various socio-economic backgrounds and ethnicities which have strengthened my connections to the communities I've worked with." Zip code: 87507, Age Range: 51-60, 5 years in Santa Fe, Languages: English, Vietnamese

**R.T., High School Intern**
"I come from a very Mexican family from the state of Chihuahua in Mexico. I would describe my ancestry as filled with traditions and culture. My ancestry has also taught me some very valuable lessons. It taught me why family is so important and why having so many traditions is just as important. I would describe myself as someone who has many goals in life and is willing to work as hard as needed to achieve them. I would say that I also have a mindset of jumping at any opportunity that life presents and trying not to have any regrets. The community I belong to is a great community. I think I am part of multiple communities, my neighborhood, my church, my school, and, overall, my town. I feel that I'm part of the Latino side of Santa Fe. My church is also another big community I think I am part of. We help each other as much as we can. My favorite school subject has always been math. I love that there will always just be one answer. I want to be an immigration lawyer when I'm older because the issues relating to immigration mean so much to me. Seeing how people are

affected by immigration laws and their status really makes me want to help. Outside of school, I like to spend time with my family and friends. I am a big fan of making a lot of memories so I try to make them as often as I can." 87507, Age Range: 16-19, 17 years in Santa Fe (lifelong), Languages: English, Spanish

**Kenneth Pin**
"I am originally from New York City, the son of immigrants from Shanghai, China. I attended schools in New York and attained a Bachelor's in History from Hunter College. I moved to Santa Fe in 1992 and attained a master's degree in Community and Regional Planning from the University of New Mexico. I have been an active member of my community as a long-time contributor to local organizations such as Somos Un Pueblo and the Food Depot; as an original member of the Living Wage Roundtable; and as an active voice in the Internment Camp Monument discussion and reconciliation. My professional work has been in the fields of Planning, and Community Development working primarily with the Pueblos of New Mexico. I currently sit on the Board of Directors of the New Mexico Foundation and the Neighborhood Network in Santa Fe and am a Steering Committee member of the New Mexico Broadband Collective." Zip code: 87505, Age Range: 61-70, 29.5 years in Santa Fe, Languages: English

**Trace Rabern**
"I have been a public interest lawyer in Santa Fe for almost all of my 25 years of legal practice. I am trained in both western law mediation and traditional peacekeeping techniques. I have worked as a legal aid farmworker advocate, an appellate judicial law clerk, a public defender in state court, a federal appointed public defender under the Criminal Justice Act in the Tenth Circuit and New Mexico Federal Courts, a domestic violence attorney specialist for Eight Northern Indian Pueblos Council, Inc, and co-leader of the legal side of the Peacekeepers program. For 5+ years I have practiced in the tribal courts of Northern NM, specializing in the area of domestic violence. I have been a tribal court judge for nearly 4 years, sitting on the panel of the Ohkay Owingeh Nanbii Wowatsi (Path to Wellness) Court. Mixed, privileged, and poor. I was raised in an adopted family and am the first in my family to go to graduate school. I grew up in rural South Dakota in a family that received government commodities to get by." Zip code: 87501, Age Range: 51-60, 27 years in Santa Fe, Languages: English, Spanish

**A. R., High School Intern**
"I am a student at Pojoaque High School and from the Pueblo of Tesuque. My ancestors were leaders, strong, and outgoing. I am very helpful and like giving back to my community. We work on helping the community by giving back to them, educating them on the effects of alcohol, tobacco, the long term effects. My favorite subjects in school are science and math and English. Outside school I like to stay active by going outdoors and playing baseball. I do not have any work experience but am willing to learn." Zip code: 87506, 16-19, 16 years in Santa Fe (lifelong), Languages: English, Tewa

**Thomas Romero**
*In memoriam:* Thomas A. "Tomás" Romero (1946-2022) passed away on Saturday, March 12, 2022, shortly after being diagnosed with cancer and in the midst of the CHART project. Tomas was a beloved member of the CHART Team and we miss him dearly. "I was born in Santa Rosa, New Mexico and raised in Santa Fe. I consider myself a generational member of the New Mexican community with strong knowledge of NM history and its people. I was born of Hispanic parents, with generations of ancestors in NM tracing back to earliest colonizers and with traceable Native ancestry. My deepest experiences are rooted in rural communities and its people. More significantly, I have worked with and participated with the full range of communities in northern NM. My working career over 55 years included extensive experience in consulting, with 28 years heading my own practice, and 7 years for 2 international firms. I provided management consulting and business advisory services to government agencies, tribal governments, and businesses. I worked directly with NM state government and with the Santa Fe Community College. For the last 9 years I served as Executive Director of Northern Rio Grande Heritage Area, working with smaller communities and local

governments throughout northern NM, promoting community planning, heritage development, and tourism. I've been an active volunteer in community organizations over the last 25 years, including as President and Board Member of El Museo Cultural, an Hispanic cultural center and community organization." Zip code: 87501, Age Range: 71-80, 60 years in Santa Fe, Languages: English, Spanish

**Santiago Sanchez y Lucero**
"I describe myself as many things. I am a dark-skinned young man. I am a third-generation college graduate. I am an artist, a scholar, a student, an educator, a role model, and I am a person who takes the responsibility of fulfilling these roles seriously. I am a Santa Fean, born and raised. I come from a community of laborers and artists and healers. My immediate family is an unexplored, unspoken, complex mix of Native American, Spanish, and white settlers genetically, but I was raised as "local Spanish/Hispanic". My grandparents and parents were all born across various regions of New Mexico. My father's parents were born in Governador, and Farmington, while my mother's parents were born in Taos and Tucumcari. I am an international student of Global Studies passionate about social and environmental justice. I have experience in coral reef restoration, turtle hatchery projects, developing an "eco-brick" cleanup and recycling project, and as a behavioral husbandry intern at the New York Aquarium. In Santa Fe I have done community organizing work with former city councilor, Rosemary Romero, including affordable housing meetings, National Forest conferences, and contract work for the Census Bureau and NM Coalition to End Homelessness. I am a self-employed tutor and multimedia artist/graphic designer. I believe art is an invaluable tool for communication and creating positive change." Zip code: 87507, Age Range: 21-30, 25 years in Santa Fe (lifelong), Languages: English, Spanish

**M.O., High School Intern**
"I see myself as a member of a community that is filled with diversity and acceptance to all. It's a community that allows many different cultures to exist like mine, which is Mexican. My culture has food filled with all kinds of chilis, dairy products, plus beans. It also prioritizes family over everything, and believes you are not truly dead until you're forgotten. My work experience comes from volunteering with NHS, National Honors Society, which provides me with opportunities to volunteer. An example of our teamwork would be when we did a river clean up through which we were able to clean up trash and beautify the river." Zip code: 87507, Age Range: 16-19, 16 years in Santa Fe (lifelong), Languages: English, Spanish

**Mark Westberg**
"I am a queer, mentally-divergent freelance artist, actor, musician, and activist who serves as a director with the Santa Fe Human Rights Alliance. I would describe myself as a traveler and as adventurous. I am both willing and open to learning and trying new things and doing my best to try to expand my worldview and practice empathy daily. I also enjoy exploring different parts of my being, as opposed to just remaining a one-dimensional person. Myself as an artist, as well as a human being, are what I would describe as colorful, eclectic, and hyper-curious. My community is extremely multilingual, multicultural, and diverse, deriving from a wide and in-depth array of history, especially in Santa Fe, NM. Additionally, I am Italian and Swedish. My Italian grandparents, great grandmother and aunt immigrated through Ellis Island, New York City in the late 1900's. I'm very proud to be a product of immigration to this country. I also graduated with honors from the Santa Fe University of Art & Design in spring 2014 with a BA in theatre performance. I earned my SAG/AFTRA card in 2016. I employ many artistic fields of expression including composing and playing music as well as appearing on multiple stages performing in theatre productions. I believe that all the different fields combined go hand in hand and can easily influence one another. Music can inspire what I draw, and that piece of art can become music. In 2016, I released a solo EP titled *Starseed Phantoms*." Zip code: 87507, Age Range: 21-30, 12 years in Santa Fe, Languages: English

# APPENDIX C: PUBLIC DIALOGUE DISCUSSION QUESTIONS

CHART Santa Fe
Culture, History, Art, Reconciliation and Truth
*www.chartsantafe.com*

# JANUARY - MARCH 2022
# QUESTIONS FOR PUBLIC DIALOGUE

All CHART dialogue sessions began with questions/prompts that were provided to registered participants before each event. The questions/prompts were also repeated in the introduction to each session. Dialogues were held via Zoom throughout the project. In-person dialogue began in March, 2022, following state health guidelines for COVID-19.

The overall theme for the sessions in January, February and March were “Monuments,” “Equity,” and “Belonging,” respectively, and were determined by responses to CHART Survey 1.

**MONUMENTS**

- WHO or WHAT deserves a public monument/memorial/work of public art (etc.) and why? Who/What is worth honoring, and why?
- If existing monuments/memorials/works of art need to be reconsidered, what is the ideal process for this? What steps should be taken, and why?

**EQUITY**

The CHART project is using the following descriptions of equity and equality: equity involves trying to understand and give people what they need to enjoy full, healthy lives. Equality, in contrast, aims to ensure that everyone gets the same things. Like equity, equality aims to promote fairness and justice, but it assumes that everyone starts from the same place and needs the same things.

- Talk about an experience you’ve had in Santa Fe (city and/or county) that makes you think about equity and inequity. What made the situation equitable or inequitable?
- If you were an elected official, how would you make a real difference in terms of equity? Creative thinking and solutions are encouraged.

**BELONGING**

- Share a story/experience when you felt a strong sense of belonging in Santa Fe?
- Share a story/experience when you felt the opposite of belonging in Santa Fe? Where and when, for example, did you feel excluded?

# APPENDIX D: DATA COLLECTION AND ANALYSIS

# DATA COLLECTION AND ANALYSIS

Please see the “Methods” section of this report for an introduction to the following information.

**Data Collection**

*Meetings, Engagement, and Outreach*

A dedicated log was maintained throughout the project in order to track activities, events, meetings, conversations, emails, and phone calls. By the end of the project the log had 314 entries. Each entry included the date, description, participants (names and/or task-based group), number of people involved or reached, primary affiliation(s) of attendees, CHART leadership and administration involved, location, and topic.

Internal meetings included: evaluation, planning for events, facilitator training sessions, team meetings (including mentoring with high school interns), survey development, and regular meetings with the City of Santa Fe’s Cultural Affairs Department.

Engagement data tracked registration and participation for each activity and event hosted by CHART (e.g., Opening Ceremony, Implicit Bias Trainings, Teen Dialogues, Cultural History Series, Art Activations, and Public Dialogue events), CHART participation events and activities hosted by other groups such as Juneteenth and Indigenous Ways Festival, and other information gathering and coordination meetings. Additional engagement data included: CHART in the media (i.e., SF New Mexico, Albuquerque Journal), views of CHART recordings available on YouTube from the Cultural History Series (various dates) and short films (April 28, 2022), one-on-one interviews, and evaluation forms completed by participants for each event and activity.

Outreach data focused on e-blasts, newsletters, email, snail mail, phone calls.

*Website and Social Media*

Additional engagement and outreach data were gathered based on website traffic and social media stats. Website metrics collected included: site sessions, unique visitors, average session duration, and most visited pages. Social media statistics include post reach, engagement, and followers.

*Events and Activities*

For every activity and event, CHART tracked attendance and documented the engagement with photos and video. For events in which CHART requested pre-registration or registration at the door, it collected documentation of the event itself, participants’ feedback and evaluations, and facilitators’ reflections. Cultural History Talks/Presentations were recorded and made available on CHART’s YouTube channel as were short films created about several events. Extensive notes were taken at public dialogues as well as dialogues hosted by organizations and listening sessions. Close to 120 pages of notes from twenty-eight events were produced and became part of the binders provided to the Community Solutions Table.

*Participant Feedback*

During the project, participant feedback was collected in a wide variety of ways depending on the kind of engagement activity. For CHART events in which participants pre-registered or provided contact information at the doors of public events, the project utilized an online Wufoo form. After these events, CHART emailed those who had registered and sent a link. At art activations, CHART relied on rapid response mechanisms that were easy to complete when walking around or leaving an event. CHART also gathered 737 comments from 86 unique individuals regarding the 85 proposals submitted for its “Monument Dreams and Conversations” program, one of the main art activations undertaken during the project. At a film and public dialogue event in partnership with Littleglobe, Inc, CHART invited participants to write down their reactions or reflections on Post-it notes which then became prompts for the post-film small group dialogues. Pictures below show some of the responses.

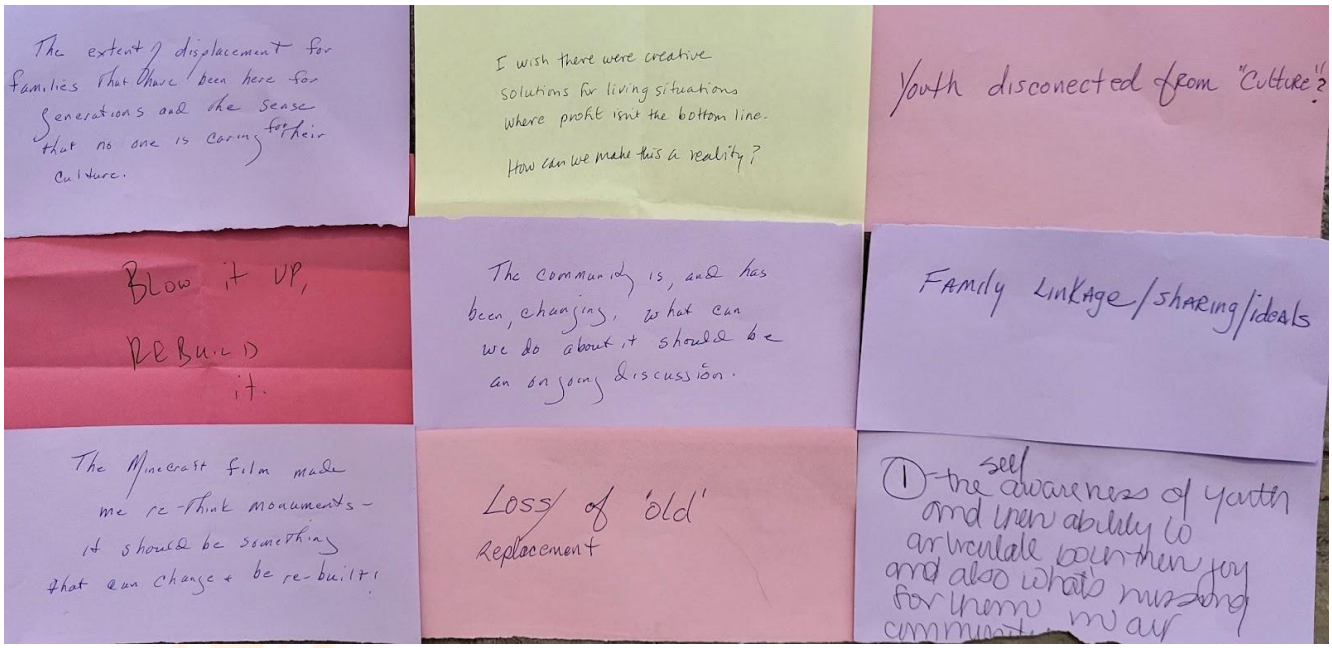



CHART also collected and stored participant feedback comments from calls and email communications and evaluation forms were sent to city staff and Governing Body members who attended implicit bias training. All became part of the large body of data collected during the project and informed activities going forward.

The evaluation forms submitted by those who pre-registered or registered at some events provide a subset of evaluation data that indicate participants' views about the quality and importance of the activity. After each of these events attendees were sent a link to a 15-item evaluation form in the 24 hours after the event. Participants were asked what they learned, how important it was to have such activities in Santa Fe, if they planned to share what they learned with others, and if they would participate in another, similar event. Participants were also asked what more they would like to learn about and if there was anything else they'd like to share with CHART. Demographic information was requested, as well. For these particular events, the table below presents the proportion of participants who submitted evaluation forms:

| Event | Number of Participants | Response rate |
|---|---|---|
| January Public Dialogue | 69 | 65% |
| February Public Dialogue | 42 | 71% |
| March Public Dialogue | 29 | 55% |
| Cultural History Series Event 1 | 89 | 44% |
| Cultural History Series Event 2 | 39 | 46% |

| | | |
|---|---|---|
| Cultural History Series Event 3 | 49 | 22%* |

*The discrepancy, here, may have to do with the fact that the third event was in person while the previous were online via Zoom. Before participants left Zoom events they received a link to the evaluation form, encouraging them to reply immediately while already online. With an in-person event, participants physically left the event and were emailed a link later. A much higher response rate occurred when participants were immediately able to access the online form to respond.

Evaluation forms from city staff and Governing Body members who attended the implicit bias trainings also provided a subset of evaluation data for the project. Attendees were asked to complete a 13-item evaluation form about their experiences. A total of 14 evaluation forms were submitted.

*Surveys 1 and 2*
As noted in the section on Iterative Development, Survey 1 was comprised of three open-ended questions: one on history, one on relationships, and one looking to the future. Between September and December 2021, 497 responses were received. Recommendations were extracted and included in the material provided to the Community Solutions Table for consideration.

Survey 2 was designed to gather quantitative information on important questions and topics raised by Santa Fe residents in CHART events and activities as well as from Survey 1 responses. Thirty-nine items were organized into 6 sections: culture, history, art, reconciliation, truth, and demographics. The survey was fielded during May and June of 2022. A total of 564 responses were received as of June 14, 2022. Results were included in the Community Solutions Table binders.

*One-on-One Interviews*
Finally, 13 one-on-one one interviews were conducted in May 2022 by CHART team members. These asked many of the same questions used in the January, February and March public dialogue sessions. CHART sought out interviewees from demographic groups that had not participated in large numbers at other dialogues, including Santa Feans ages 20-29, immigrants from Mexico and Latin America, and Indigenous, Black, and Asian American residents. Interviewers asked 7 open-ended questions. The data from these interviews is also part of the large body of information collected by the CHART project and assisted in the formation of questions for Survey 2.

**Data Analysis**
CHART analyzed data collected in several ways depending on the type of data and how it was going to be used. Two primary types of data were collected: open-ended, qualitative data and close-ended quantitative data. Data analysis was conducted for the purposes of project planning and reporting.

Quantitative data were collected through outreach and engagement logs, on evaluation forms, and through Survey 2. Simple frequencies were calculated using Excel 2016 for Mac and SurveyMonkey. Data were displayed using barcharts. Demographic data, where collected, was also analyzed to determine the ages, locations, and later race/ethnicity of participants. This information was used to inform outreach and reporting.

Qualitative data from Survey 1 was analyzed using several strategies appropriate to qualitative methods. A small analysis group was formed early on to identify recommendations as well as emergent themes, issues, claims, and concerns. Data was coded through a combination of project-related code and those that arose from the data themselves. For instance, project-related codes included cultural symbols such as the Obelisk, monuments, and statues as well as values such as respect, open-mindedness, justice, and pride. Coding was conducted in Dedoose 9.0, a qualitative analysis platform (www.dedoose.com) and Excel 2016 for Mac. Open coding was enhanced through word searches that were also coded. Data were sorted and analyzed by code to get a sense of

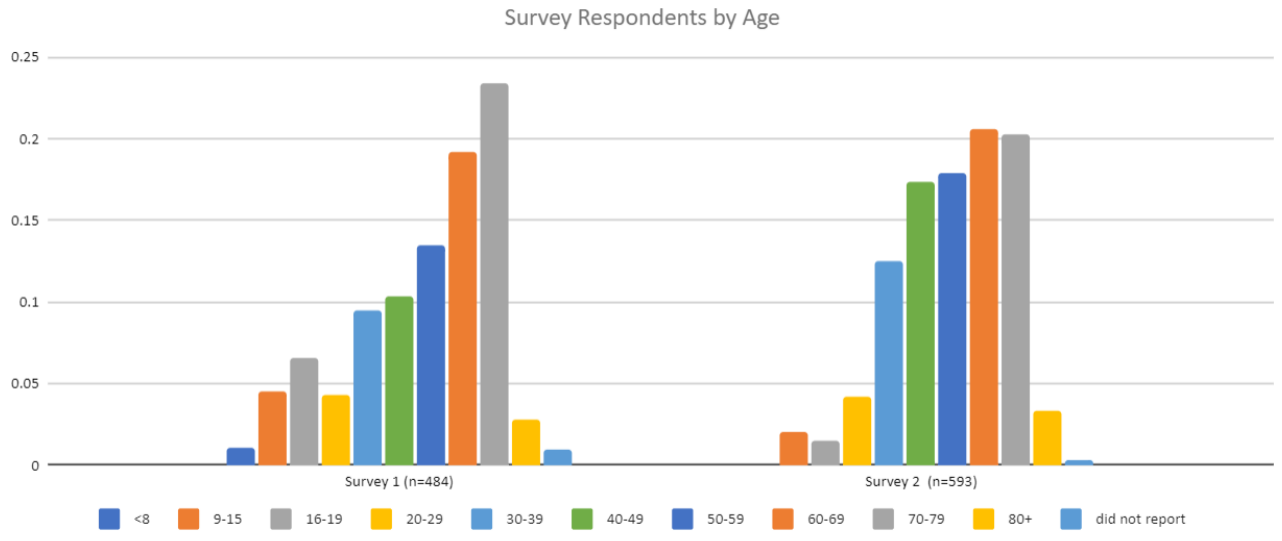
convergence and divergence of experience and opinion. More detail on the coding for Survey 1 can be found in Appendix F.

*Participation in Surveys*
Survey 1 had 484 respondents, and Survey 2 had 593. The data across surveys were not aggregated because the responses were anonymous and there was no reliable way to determine if any particular individual completed one or both surveys.

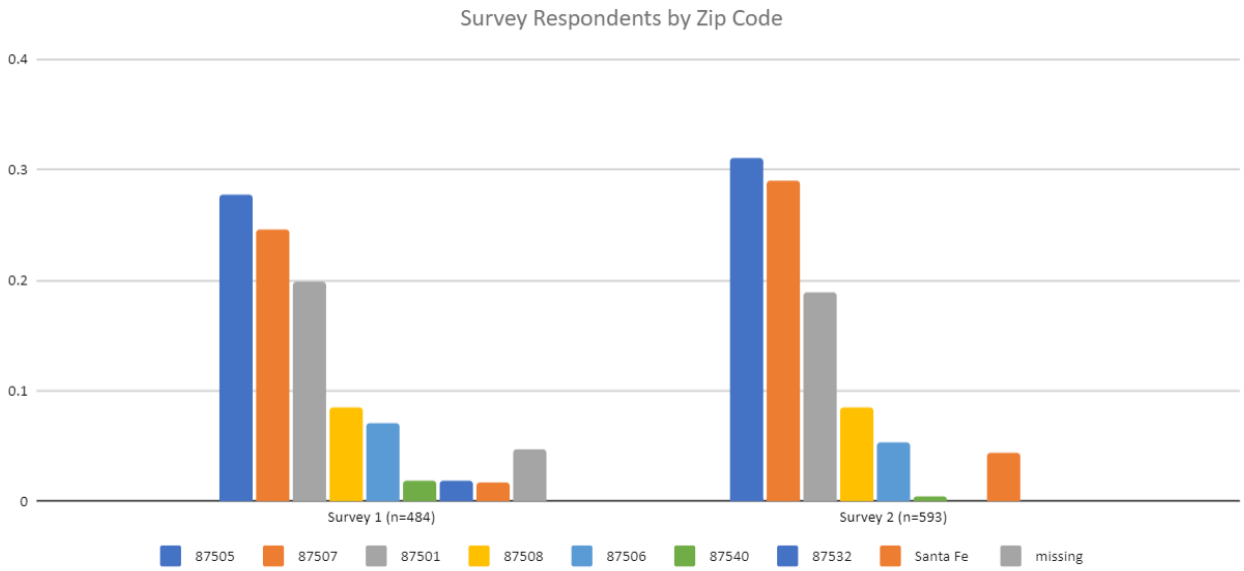
*Demographics*
As noted earlier in this report, demographic information was collected from CHART participants where it was feasible and where it was unlikely to deter participation. Those opportunities were limited to CHART's 2 anonymous surveys, one fielded the third quarter of 2021 and the second one in May-June, 2022. Age and zip code were collected from survey respondents. Race/ethnicity information, not collected as part of Survey 1, was added to subsequent data collection for survey 2.

Race/ethnicity data collected for the purposes of tracking and ultimately addressing disparities in various sectors such as health and education. However, well-known data quality issues exist including misclassification and incompleteness. According to Kader et al. (2022), there are privacy concerns related to disaggregating results, especially for small populations. For example, there are fears that findings can be used to target specific populations and can lead to willful misinterpretation to support stereotyping and discrimination. Additional issues are posed when limiting response options, and some individuals may not respond because they feel excluded if the race/ethnicity they identify with is not listed or when none of the responses apply.

*By age*
The bar chart below shows participation in the first and second survey by age. As the chart shows, the largest groups of participants for both surveys were between 60-69 and 70-79. These respondents accounted for 19.2% and 23.3% respectively of Survey 1 respondents and 20.2% and 20.6% of Survey 2 respondents. Although the age demographics skew older, this is consistent with Santa Fe's population overall based on the ACS-2019. The chart below an uptick of respondents from individuals 30-69 compared to the first survey. There was also a decline in participation of people under 30.



*By zip code*
The figure below disaggregates survey respondents by zip code. All in all, the distribution of survey respondents from Survey 1 to Survey 2 did not change substantively, staying within the 5% range from Survey 1.



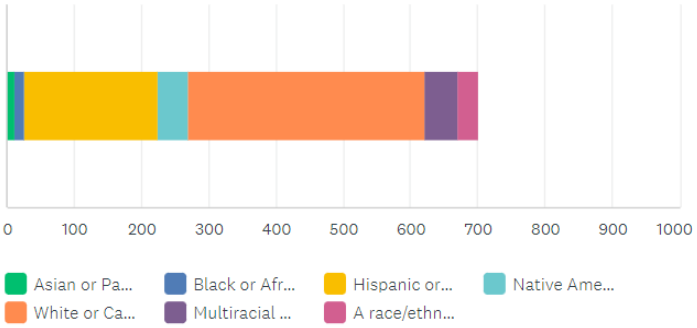

Although some residents from Santa Fe County completed one or both surveys, their numbers were few. For survey 1, .6% were from 87594 and .2% each from 87592, 87574, 87504, 87567, 87401, 87535, and 87591. For survey 2, .8% were from 87010; .3% from 87502, 87504, and 87056; and 2% from 87574, 87567, and 87503.

*By Race/ethnicity*
As noted above, originally, CHART did not gather this data to respect an individual's privacy and to avoid the possibility that people would find such questions intrusive. Upon request of several Santa Fe Governing Body members, CHART added a question to Survey 2 asking respondents how they identified. Response options included: Asian or Pacific Islander, Black or African American, Hispanic or Latino, Native American or Alaska Native, White or Caucasian, and Multiracial. Respondents could check as many boxes as they felt applied to them. The figure below summarizes the results.

Q38

## Which of the following best describes you? (Check all that apply)

Answered: 589 Skipped: 50




| ANSWER CHOICES | RESPONSES |
|---|---|
| Asian or Pacific Islander | 2.04% |
| Black or African American | 2.55% |
| Hispanic or Latino | 33.62% |
| Native American or Alaskan Native | 7.47% |
| White or Caucasian | 59.93% |
| Multiracial or Biracial | 8.15% |
| A race/ethnicity not listed here | 5.43% |
| **Total Respondents: 589** | |

Respondents could “Check all that apply,” and filtered results show that 60% of those who self-identify as Black or African American checked more than one box; 57% of those who self-identify as Native American or Pacific Islander checked more than one box; 50% of those who self-identify as Asian or Pacific Islander checked more than one box; and 31% of respondents who self-describe as “Hispanic/Latino” checked more than one box.

In the “Culture” and “History” sections, earlier in this report, we discuss the remarkably complex nature of the current Santa Fe community. It is why tracking demographics, using exclusive categories, is problematic.

Those who identify as White or Caucasian comprised just under 60% of respondents for Survey 2 followed by 34% who identified as Hispanic or Latino. Unfortunately, it is not possible to compare these proportions to those in the American Community Survey (ACS-2019) because Hispanic is written as a separate question in the Census. The ACS-2019 reported that 54.4% of Santa Fe residents responded that they were Hispanic, non-white, and 45.5% were white, non-Hispanic.

Individuals identifying as Native American or Alaska Native made up 7.6% of Survey 2 respondents, more than 2 times as many as are reported in ACS-2019 (7.6 vs 3.2% respectively).

# APPENDIX E: SAMPLE EVENT/ACTIVITY PLAN

# SAMPLE EVENT/ACTIVITY PLAN

*NOTE: For each public event, CHART created an activity plan which served as both direction, training and instructions for CHART team members. Each is based on careful consideration and best practices for community engagement. Below is the activity plan for public dialogue sessions in March, 2022.*




## MARCH 20 INSTRUCTIONS - PUBLIC DIALOGUE EVENT

### Theme for March: "Sharing Our Stories, Listening to Learn About Belonging"

Information for email communication with participants ahead of event:

The March session is an IN-PERSON event. Proof of vaccination is REQUIRED. Capacity is limited to 36. A waiting list will be established after full capacity has been reached.

Date: Sunday, March 20, 2022
Time: 2-4 pm
Location: Downtown Santa Fe Community Convention Center

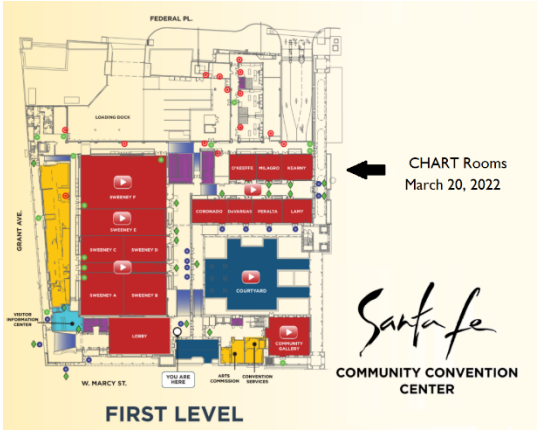
Included in the dialogue:

- Share a story that reveals something important about you, your family, or your background.
- Share a story/experience when you felt a strong sense of belonging in Santa Fe?
- Share a story/experience when you felt the opposite of belonging in Santa Fe? Where and when, for example, did you feel excluded?

There will be an hour of one-on-one conversation followed by a break with refreshments. The final hour will be devoted to larger group discussion. Refreshments will be available throughout the session.

## ACTIVITY PLAN

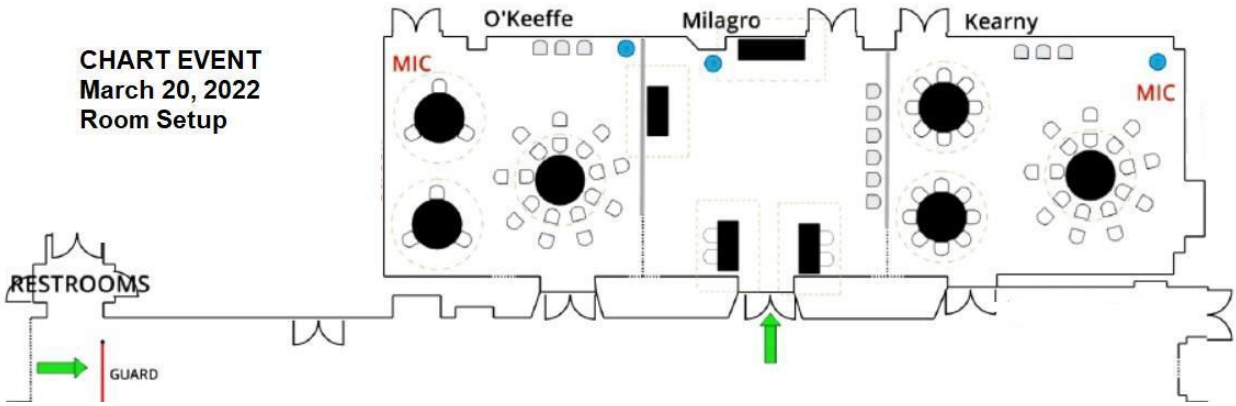
Location: Santa Fe Community Convention Center (see diagram below)




**STAFFING (PLEASE ARRIVE AT 1:15 pm AT THE LATEST)**

- *Milagro Room*: **Kearsley and Maureen** will greet people and staff registration table. Additional team members will make sure rooms are set up properly and then "roam" registration area, welcome guests, and assist with refreshments and "Monumental Dreams" table, if necessary.
- *Kearny Room:* **Jenice** is the Primary Facilitator for one-on-one dialogue. Second hour: **Jenice (Facilitator), Maureen (Facilitator)** and **Michelle (Notetaker),** and **Santiago (Facilitator)** will be facilitators for the second hour. **Jenice and Santiago - be prepared to audio record your small group discussion for the second hour.**
- O'Keefe Room: **Valerie** is the Primary Facilitator for one-on-one dialogue. Second hour: **Trace** (facilitator) and **Kenny** (Notetaker); **Simesha** (Facilitator) and **Hernan** (notetaker); **Valerie** (Facilitator) and **Mark** (Observer). **Valerie** - be prepared to audio record your small group discussion.
- **VERY IMPORTANT: Mark and Michelle**, if we have odd numbers for the first hour, we ask that you be willing to take part in the concentric circles, one-on-one conversations.

**ROOM SETUP:**
Milagro room: registration tables (2), refreshment table, "Monumental Dreams" materials table. Kearny and O'Keeffe rooms: each with three tables, total of 25 chairs. One table will be the location for the first hour with concentric circles, 9 x 9 chairs facing each other, to facilitate one-on-one conversation. The other two tables will be elsewhere in the room with additional chairs.



**MATERIALS**: photo and video release group form; name tags; 4 8 1/2/ x 11 white pieces of paper that read, in big letters, “30 SECONDS”; individual programs (pre-marked with names and colored dots to indicate rooms and groups) with first hour discussion prompts; registration list with groups and corresponding color dots; refreshments, “Monumental Dreams” handouts with proposal forms, samples of Paper Monuments proposals–maybe in plastic sleeves in binder; 5-8 post-it flip chart pads on walls with title at top: “Building Stronger Relationships in Santa Fe;” 20 colored markers on a table somewhere for flip chart pads; table signs with colored dots; “CHART” way signs to tape up in convention center.

**1:30 - 1:50 pm:** Registration - Participants will have pre-registered and arrive to check in. Participants must show PROOF OF VACCINATION in order to participate. If someone arrives without proof, we will politely tell them they cannot participate on this day, but that we will schedule them for another session. Refreshments will be available before the session begins and attendees can also visit the “Monumental Dreams” table.

Kearsley will have lists of attendees with group assignments.

**ONE-ON-ONE CONVERSATIONS (1 hour)**

**1:50 PM: VALERIE - Tribute to Tomas**

**VALERIE**: Greet people again and ask people to please move to their designated rooms to get started. Room assignments will be in their programs.

**In breakout rooms:**

**TEAM:** Adjust chairs in concentric circles to match the actual number of attendees in the room.

Make sure each attendee has a program and ask attendees to take a chair in the concentric circles, facing one other chair. **Mention that anyone with limited mobility is encouraged to sit in the inner circle.** Programs are important and will help with anyone who is hard of hearing and will help participants who are nervous about experiential/unfolding meetings where there is not a traditional structure.

**NOTE: those in the “OUTSIDE” circle will shift from chair to chair. Those in the inner circle will stay put.**

**Once everyone is seated, CHART team members should sit down elsewhere in the room.** From this point on, the primary facilitator will guide people through the prompts.

**TEAM MEMBERS: If you are not facilitating the one-on-one conversations,** your primary role during the first hour of the event is to assist the primary facilitator and participants in any way they need it. Help people in the OUTER circle to shift chairs to the right (especially in the first round as they’re learning how to do this). Unobtrusively, listen to conversations for anything that could go wrong. Serve as gentle, ever-present assistants. At the same time, please sit rather than “standing over” the proceedings. Watch for things like the following:

- If anyone needs help settling in a chair, please assist.
- If someone looks confused or upset, please go to them, crouch down, and quietly ask if they need assistance.

- If anyone looks uncomfortable or there is conflict, go to the pair and mediate.
- If someone gets up and needs to go to the restroom while conversation is happening, it would be okay to keep their chair warm and engage with their partner while the other person is away.
- If you notice that anyone seems to be in medical distress, let the facilitator know right away.
- In other ways, assist with the smooth unfolding of activities.

**JENICE IN KEARNY** AND **VALERIE IN O'KEEFFE:**

Welcome participants and assist them with getting seated. Again, anyone with limited mobility or in a wheelchair should be seated in the INNER circle. Make sure participants are in the right room. Group assignments are in the program.

**PRIMARY FACILITATOR** (in each room) gives clear instructions:

- Welcome everyone warmly. Introduce yourself. Introduce the CHART team members in the room.
- **Share a Land Acknowledgement:** "Artful Life wishes to acknowledge that its project, CHART Santa Fe, takes place in locations on the unceded traditional lands of the Tewa people, O'gah'poh geh Owingeh (White Shell Water Place). We also acknowledge the surrounding landscapes of Pueblo, Apache and Navajo communities, whose people continue to maintain vital connections to this place. Artful Life is dedicated to maintaining respectful and mutually beneficial relationships with these communities";
- Housekeeping - point out location of restrooms, beverages and snacks, etc.
- Provide an overview of the session - CHART is dedicated to community-building through sharing our stories, perspectives, and values. More than addressing controversies about monuments and statues, CHART is also dedicated to truth, healing, and reconciliation for the community of Santa Fe.
- Today, you are going to meet many people in this room and share your experiences. This first hour is a kind of "round-robin." We hope this will be both interesting and very meaningful. We will guide you through the transitions.
- In your pairs, you will have four minutes - 2 minutes per person - to respond to the question/prompt. Please allow your partner two minutes to speak and share, and he/she/they will allow you two minutes as well. We will alert you when 2 minutes have passed so you can switch to your partner.
- Your program includes the questions for additional support.
- After each round, those in the OUTER circle will stand up and move to the chair to the RIGHT and then you will have time with a different partner. Don't worry, we have many CHART team members here to assist.
- Please be aware that there will be many conversations taking place at once to shift your chairs closer or further away from your partners to be able to hear each other. If you cannot hear your partner, please let them know to speak up a little.
- A few important GROUND RULES: while your partner is speaking, please refrain from interrupting. Your job is to listen during your partner's two minutes, and vice versa. If there's time left before shifting chairs, feel free to respond and ask questions of each other, But first, really listen to what your partner has to say.
- Please be aware that comments that are accusatory or offensive work against the goal of today's session which is making meaningful connections with each other. Honesty is encouraged; hostility is not. If any one of you feels uncomfortable during your conversation with another person, please walk away into the next room and we will make sure that a team member speaks to you privately.

OK, let's get started with the first prompt:

1. **Introduce yourself to your partner and share a story that reveals something important about you, your family, or your background. (2 minutes each).** After two minutes, ask pairs to switch roles.

Those in the OUTSIDE circle move one chair to the right.

**Do the above THREE times.**

2. **Introduce yourself and share a story/experience when you felt a strong sense of belonging in Santa Fe.** Where and when did this happen to you? What happened? (2 minutes each) With the same partner, share a story/experience when you felt the opposite of belonging in Santa Fe? Where and when, for example, did you feel excluded or marginalized? (2 minutes each).

Those in the OUTSIDE circle move one chair to the right.

**Do the above TWO times.**

3. Introduce yourself to your new partner. Now, share ideas about how to nurture connections between people from different backgrounds in Santa Fe. How can we build stronger relationships with our fellow Santa Feans? (3 minutes each)

Those in the OUTSIDE circle move one chair to the right.

**Do the above TWO times.**

**PRIMARY FACILITATOR** - thank everybody for this part of the event and let them know we'll take a break for 15 minutes. Let participants know there are flip chart papers on the walls in the middle room and we ask them to share their ideas for nurturing connections and building community on these sheets while enjoying refreshments.

**15 MINUTE BREAK**

**TWO TEAM MEMBERS**: during the break, meet and greet the participants and encourage them to share ideas for community-building on the flip chart sheets.

**ADDITIONAL TEAM MEMBERS**: in your assigned room (Kearny or O'Keeffe) shift chairs so there are EIGHT CHAIRS at each table. Shift tables as far apart as possible to help with noise during the busy second part of the session.

**AFTER 15 MINUTES:** ask people to go back to the rooms they started in and look for their table number on their program. This will tell them where to go.

**SMALL GROUP DIALOGUE (40-45 minutes or until 4 pm)**

**SMALL GROUP FACILITATORS**: Lead a thoughtfully-facilitated open discussion in groups of 6. Notetaker will take notes. If there is no notetaker, audio record your small group session. Facilitator should make sure that each person gets an opportunity to speak for about the same time but there is no strict format. Watch the time.

***NOTE: For groups without notetakers, please record the small group discussion.***

**QUESTIONS/PROMPTS FOR DISCUSSION** (Times are approximate)

1. Facilitator- introduce yourself and any notetaker or observer. Record session if no notetaker is present with clarification to attendees that records are only used to document sessions and will never be shared publicly.
2. Start with going around the table with introductions. Names are enough.
3. If you have to record your group (there is no notetaker), let the group know that the recording is used only to create notes and will never be shared publicly. Notes from the session will be part of the large body of information that will INFORM recommendations to the governing body.
4. Encourage participants to be both honest and respectful.
5. Let people know that you will facilitate the discussion and that your job is to make sure everyone gets to speak for about the same amount of time. Encourage people to keep their comments to 1-2 minutes at a time and be aware of balancing the amount of time everyone gets to speak.
6. *First question: what did you hear your fellow Santa Feans say about feelings of belonging and not belonging* and what did this make you feel and think about? (15 minutes). If you need to, emphasize that this is about reflecting back to others what you heard.
7. *Second question: what seems to be ENCOURAGING a sense of belonging in Santa Fe, and what is PREVENTING us from being a community of belonging?* (15 minutes)

***CHECK TIME -*** OUR GOAL IS TO FINISH AS CLOSE TO 4 PM AS POSSIBLE

0. *Third question: What kinds of concrete things can we do to BUILD STRONGER RELATIONSHIPS between Santa Feans?* (10 minutes)
0. *Final question: What will you take away from today's event?* (15 minutes)

# APPENDIX F: SURVEY 1
# METHODOLOGY AND SUMMARY

# CHART SURVEY 1
# Methodology and Summary of Responses


## Acknowledgments

I want to offer deep appreciation to CHART facilitators Simesha McEachern, Peter Nguyen, and Kenneth Pin for working with me in CHART's Qualitative Analysis Group. No small task to make sense of close to 300 pages of text and 484 responses. Your work and insights have been invaluable. Respect.


## Introduction

One of the first activities CHART conducted was fielding Survey 1 in English and in Spanish. The survey was comprised of three open-ended questions—one about history, one about the present, and one looking to the future. Responses were collected from September 8-December 31, 2021. A total of 497 responses were submitted, and 484 were retained for analysis.

It's worthwhile revisiting what was happening in the United States and the world in the fall of 2021 and its lead up. The COVID pandemic continued to shutter businesses and schools after a year and a half. In person gatherings were not allowed under New Mexico public health orders, and a fraught mayoral race was gearing up for November's vote. The previous year, the Black Lives Matter movement had significant energy, crystalizing anger and frustration at systemic inequities that the pandemic had laid bare. Many statues and memorials, including Soldier's Monument (the Obelisk), were damaged and in some cases, removed, as they signified to many people tributes to violence and white supremacy. This is the context into which CHART launched its first survey. The themes that emerged in analyzing the survey results reflect this context and are best interpreted with this in mind.

## Description of Survey and Data Collection

CHART's first survey had three open-ended questions: (1) How can we come to a fuller understanding of the history of Santa Fe? (2) How can we build healthier relationships while acknowledging our differences? and (3) How can we become good ancestors to our children, their children, and generations to come?

Responses were mostly gathered online through the Wufoo platform. CHART and the external evaluator, Alexis Kaminsky, assessed the demographic make-up of respondents over time to ensure proportional representation from city and county zip codes and across all age groups. The project developed a multipronged outreach effort to target residents who were under-represented in responses collected the first few months that the survey was open. Additional surveys were collected at CHART's Opening Event, Pojoaque Valley High School, Capital High School, El Camino Real Academy, Santa Fe Place Mall, El Museo Cultural de Santa Fe, Café Castro, Angel's Coffee House, and Children's Museum.

## Data Analysis

Survey results were analyzed using several strategies appropriate to qualitative methods. First, a small group of CHART facilitators worked with Kaminsky to identify themes and topics in the responses and conduct preliminary data coding in Excel 2016 for Mac and Google Sheets. The team met every few weeks to review coding and to work through differences as part of building a strong, consistently applied coding system.

Codes used to tag and organize the data came from CHART's activities and goals as well as those that emerged from the data. For example, project–related codes included cultural symbols such as statues, memorials, and monuments and values (i.e., respect, honor, pride, compassion). Other codes were not identified beforehand but emerged from multiple readings of survey responses and

identification of recurrent themes and topics. For instance, equity and belonging were two themes that emerged as important. Also important were the concepts of inclusion, difference, and sharedness or what is held in common. The emergent themes in particular, reflect the tenor and topics of the times.

Kaminsky transferred coding done in Excel to Dedoose (www.dedoose.com), a web-based qualitative data analysis platform, to facilitate analysis. Further coding was conducted via word searches. For instance, as part of identifying shared values, the Qualitative Analysis Group read through all of the survey responses, making note of values embedded in them. After meeting to discuss values that seemed to be most common, Kaminsky ran word searches in Dedoose to ensure thoroughness. Values on which word searches were conducted included: compassion, honor, pride, respect, tolerance, truth-telling, empathy, fairness, integrity, honesty, trust, open-mindedness, and tradition. Respect surfaced as the most shared value across the full set of responses and was brought up by 26% of Survey 1 respondents. The second and third most shared values were related to “tradition” (17% of respondents) and open-mindedness (8% of respondents). The table below lists the codes used to analyze Survey 1 along with descriptions of what each code entailed:

**Table 1: Analysis Code and Descriptors**

| Code | Description |
|---|---|
| Inclusivity | Has to do with fuller history, bringing in multiple perspectives and points of view, especially those of native peoples. Inclusiveness is also about complexity of relationships, both good and bad (as opposed to more mythologized relations where everyone from every group always got along). Also relates culture insofar as Santa Fe is more than tricultural. It is multicultural. Finally, inclusivity encompasses those that respondents felt should be involved in decisions about public art and monuments. Inclusivity brings challenges as well, particularly for those who have been dominant such as long-time Spanish families because they have to move over to make room for others. Inclusivity is brought up by 50% of Survey 1 respondents. |
| Education and Learning | Has to do with how to get to a fuller history of Santa Fe and how to be good ancestors. The code includes venues for learning, both formal K-16 as well as informal public dialogues, museums, libraries, and community organizations. Part of education and learning is addressing misconceptions from partial histories and working through what is and is not reliable information. Education and learning are brought up by 43% of Survey 1 respondents. |
| Dialogue and Listening | Has to do with building stronger relationships. Essential here is the attitude that one brings to engagement such as openness, honesty, and respect. Recommendations included facilitated dialogues, listening circles, and human library. More than talking, people need to listen. 33% of Survey 1 respondents mentioned dialogue and listening in their answers. |

| | |
|---|---|
| Equity | Has to do with how resources are allocated across Santa Fe, economic disparities, wage stagnation, housing, gentrification, and access to resources. Equity is also raised in relation to representation in public art and in acknowledgement that Santa Fe's statues and monuments do not reflect the contributions of many peoples that make up the community in the past and currently, particularly those first inhabitants. White privilege, colonialism, and racism all factor into inequities and perpetuating them. Equity is brought up by 45% of survey respondents. |
| Cultural Symbols | Includes terms such as: obelisk, monuments, statues, plaques, and memorials. Also coded here are comments about Soldier's Monument, what happened to it, and what should happen now. 28% of Survey 1 respondents mentioned cultural symbols. 12% of these comments related to Soldier's Monument. |
| Environment | Has to do with water, land, and climate change and is brought up mostly in relation to being good ancestors. It includes equity, property, and open space as well as the idea that environment is inextricable from Santa Fe culture and history, particularly in terms of colonialism and stolen lands. Environment is raised by 22% of Survey 1 respondents. |
| Belonging | Has to do with assumptions about who is "Santa Fean" and who is not, and correspondingly, who has a right to speak about what should happen in the city and county. Language related to belonging is often framed around who does not belong (i.e., "outsiders," "out of towners," "transplants," and "YOU") and implied in phrases about Santa Fe bonifides (e.g., "400 years). Belonging is brought up 19% of respondents. |
| Values | Encompasses the range of values stated implicitly and explicitly throughout Survey 1 responses. Value terms searched for included: courage, humility, tolerance, respect, open-mindedness, empathy, compassion, honesty, truth-telling, pride, tradition, heritage, cooperation, fairness, justice, and responsibility. |
| Respect | This value was most shared across the responses received. Respect was brought up by 21% of Survey 1 respondents. |
| Recommendations | Has to do with actionable suggestions from Survey 1 participants. These were extracted from Survey 1 data and provided to the Community Solutions Table for consideration. |
| "Angry" | Includes responses that read as condemnations and grievances. Take 3 primary forms: people from Spanish heritage who say that they are being "erased," fury about what happened to the Obelisk that specifically implicates the Mayor and City Councilors, and fury at white privilege and racism. Angry came up in about 14% of the responses received for Survey 1. |

Data were sorted and extracted by code to examine similarities and differences across responses. For example, responses coded under “obelisk” included demands to restore it in toto, restore with

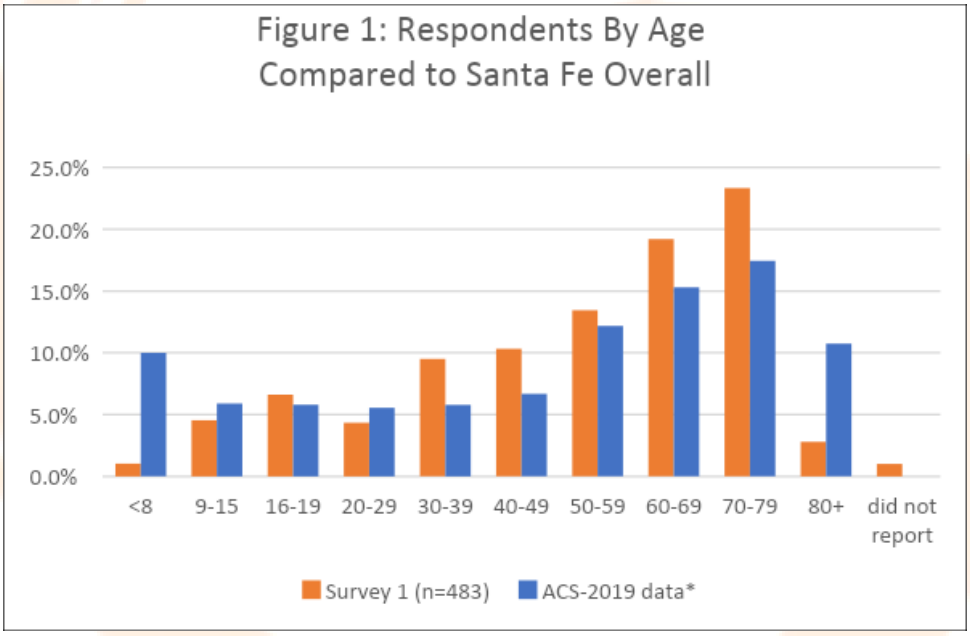
more complete interpretative signage, and recommendations for replacing it. Responses coded under "equity" related to more inclusive representation in statues and monuments, the need for more equitable investment across all Santa Fe neighborhoods, and acknowledgement of significant disparities of wealth and access in the city.

Finally, to get a sense of the prevalence of various themes across the 484 responses received, code presence tables were generated in Dedoose. These tables were used to calculate the number of respondents making comments related to each theme. The number of responses per theme were then divided by 484 to determine the proportion of respondents making such comments.

# Results

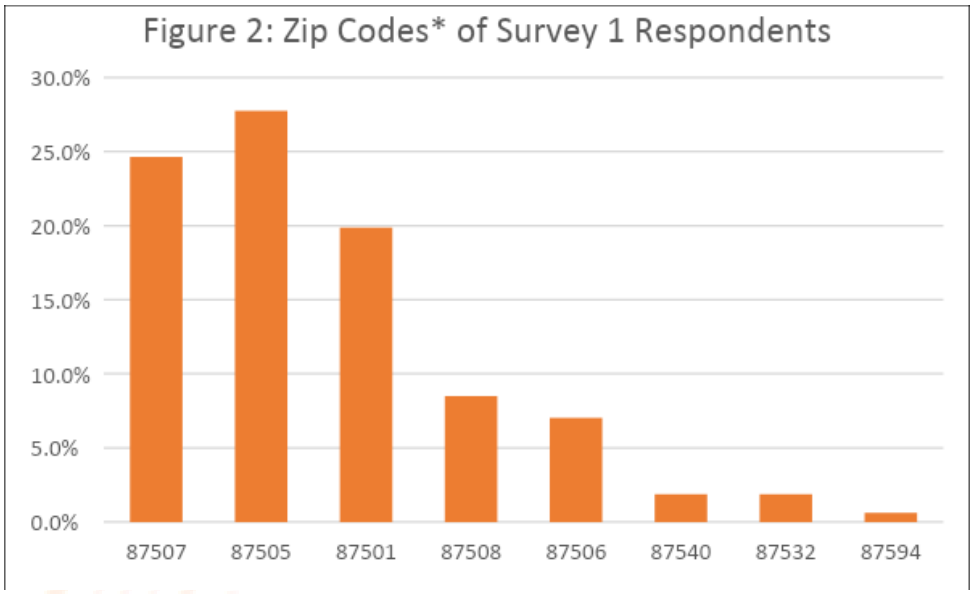
## Survey 1 Respondents

CHART gathered age and zip code information from individuals who answered Survey 1. This information was collected to see who was responding to the survey and who was not and adjusted outreach efforts to reach people from groups not well represented. Figures1 below compares the ages of Survey 1 respondents to Santa Fe residents overall based on data collected for the American Community Survey 2019.




As Figure 1 shows, Santa Fe residents who responded to CHART's first survey were somewhat older than Santa Feans overall. That said, individuals from every age range submitted some comments to Survey 1.

Figure 2 below shows the proportion of responses for each of the Santa Fe zip codes listed. Residents in 87505 submitted the most surveys (28%), those in 87507 second most (25%), and 87501 third most (20%). Less than .5% of surveys came from 87504, 87592, 87574, 87567, 87401, 87535, and 87591. Five percent of surveys did not list zip codes.




The remainder of this document reports the findings from the analysis process described above. It focuses on sharing the range of responses made by 484 individuals and relies heavily on direct comments made by Survey 1 respondents.

### *How can we come to a fuller understanding of the history of Santa Fe?*

**Make History More Inclusive**

By far, the most frequent response to coming to a fuller understanding of Santa Fe's history is what is conveyed to be more inclusive. In the context of a fuller history, more inclusive referred to: (1) bringing in various perspectives and peoples that have been in the region over centuries and eons, particularly those that have been overlooked or inadequately presented; (2) moving beyond the tricultural myth; and (3) embracing the complexity of relationships that made Santa Fe.

Capturing the sentiment of many respondents, one person wrote, *"History must be told from many different voices, experiences, and perspectives. With each sharing, more nuance and truth is revealed" (ID426).* Many respondents emphasized foregrounding Pueblo tribes and their ancestors as the original inhabitants of the area as illustrated in the following quotes:

> *"I believe for years many people have forgotten the first people that lived here and inhabit these lands. I think many pueblos around Santa Fe don't feel much recognized or have been forgotten in general. The pueblo people once lived and considered Santa Fe sacred before Spanish conquest. I'm from a near by pueblo and a Native American. I do understand history can't be rewritten nor can it be erase[d]. I also understand there is both sides of the blood shed between Natives and Spanish colonizers. I do believe we need to co exist and work with each other to help grow our communities and cities." (ID102)*

> *"Center indigenous voices in this work, as well as the voices of people of historically erased cultures & communities." (ID233)*

> *"Listen to indigenous voices. Do it often." (ID122)*

*"We also very much need to have a sense of the Indian Pueblo people who were here before Europeans arrived. Then, we need a sense of how Santa Fe has grown, developed, and morphed since the time of the city's founding." (ID124)*

*"Include much more of the Native American perspective when teaching New Mexico history." (ID146)*

In addition to more emphasis and attention given to the area's native peoples, a number of respondents stated that Santa Fe's history was broader than the three cultures that New Mexico is usually associated with (Native American, Hispanic, Anglo) and should reflect that.

*"Perspectives solicited should expand beyond the triad of cultures that typically is presented as the face of New Mexico—Native American, Spanish, and Anglo." (ID135)*

*"I think it is important that we expand the history of Santa Fe beyond the story of the conquistadors to highlight the stories of the indigenous populations and lesser known communities such as the stories of African American, Jewish and Middle Eastern Populations." (ID22)*

*"Ensure there is acknowledgement and annual celebration of the different cultures in Santa Fe. The primary are of course, Anglo, Hispanic and First Nations. But others are here also; Islam, Sikhism, Buddhist, etc." (ID107)*

*"Listen…to the stories of as many individuals from as many groups (racial, cultural, age diverse, religious, economic, social, unhoused, sexually-diverse, differently abled, etc.)." (ID238)*

*"Reading as much history as possible from as many divergent sources, not just the official tourist info. Learn about the Indigenous people who were first here, Spanish colonial settlers, Mexicano people and then the Anglo traders, hunters, etc. Ancient geological history is important." (ID289)*

As the foregoing quotes illustrate, the fuller history envisioned by many people who responded to CHART's first survey should include narratives of different races and ethnicities that have settled in the area. Additionally, a fuller history includes perspectives of various faith traditions, LGBTQ+, all age groups, different economic strata, and abilities. A common thread was that people needed to be the authors of their own cultural histories rather than others writing about them. This sentiment is well captured in the following quote from a Survey 1 respondent: "*Each constituent group needs to tell the stories from their own perspective."* (ID76).

Many respondents stated that an inclusive, fuller history would show the complexities that exist, the good and the bad of different groups as well as what is held in common and what is distinct as illustrated below:

*"Include the good, bad and ugly aspects so we can learn that we can get through this and can live together." (ID19)*

*"Teach all of it. The pretty and the not so pretty - be honest about all of it." (ID302)*

Summing the reparative value of a more inclusive history, one respondent wrote,

*"It is important not to limit our knowledge to a simplified version…whether a glorification understanding or a knee-jerk condemnation of our repressive past and/or present. We must learn when we have come together as peoples as well as how we have clashed. One of the ways I suggest that adults and high school students could reach a fuller understanding is by deliberately seeking out the point of view of others. A good place to start is the 2010 book White Shell Water Place, An Anthology of Native American Reflections on the 400th Anniversary of the Founding of Santa Fe, New Mexico. Nearly all of the authors are thoughtful in their writing and do back their statements with historical documents as well as tribal histories. It is very clear that there is no one Native American perspective. Since various Native American tribes had very different interactions with the Spanish colonizers, Mexican troops, and the American military their perspectives do differ. Greg Cajete, about 71, of Santa Clara Pueblo writes that he was not taught an appropriate history of New Mexico including the history of his own pueblo until he went to college. Now he emphasizes the tragic and oppressed conditions as well as the periods of cooperation where his people supported the colonizers against the raiding, nomadic Indians. This is all part of the history of Santa Fe." (ID327)*

Although many respondents wrote affirming the value of a more inclusive, fuller history of Santa Fe, there were some residents who argued that Santa Fe's history was already documented. The following quotes reflect the general tenor of these types of responses:

*"Learn about it, read about it, study the last 400 years' worth of history regarding acequias, land grants, talk to our Spanish elders in small communities like Canada de Los Alamos, Canjilon and Mora to see what customs are still alive and important." (ID415)*

*"Stop trying to rewrite history based upon todays mores. The world was a different place in the past. Don't change it. Respect it and learn from it." (ID118)*

*"Not sure why you asked the question 'further understanding.' It's pretty clear the understanding of the culture of Santa Fe, the Hispanics the Native Americans and Anglo and other cultures have always lived in unity have always treated each other w/ respect. Attended each other's festivals ceremonies feast days, concerts, operas. And we've always been in [awe] of the cultural diversity and curiosity. And it's unique beautiful, physically and spiritually. We have always taking care of each other now it's been severed and the questions should be asked why is there a wedge drawn between cultures help me understand what is the point what is your objective. When you first heard of Santa Fe you are probably enticed aroused by its cultural diversity and its deep rooted history and now you want it to be a toy that you could turn on and off. You are a part of its history. Embrace it don't destroy it. It's not a game to win its deep rooted history that is so unique, one should hold up their head high when they say they are from Santa Fe. And not say I moved to Santa Fe to change it to what I feel it's history should be. You can't change the course of the rio grande] and you can't change history." (ID269)*

*"To me this question alone, 'How can we come to a fuller understanding of the history of Santa Fe?' is a loaded one. We KNOW the history of Santa Fe, why are we trying to change it in a way that pits Spanish against Natives? It was never this way growing up. We all celebrated our traditions peacefully amongst one and other." (ID280)*

Common across comments such as those above is a nostalgia for what is remembered as pastoral, peaceful, and uncomplicated. Perhaps from a particular vantage point, these memories are true. Yet from other perspectives, Santa Fe's history is not so kumbaya.

## Cultural Symbols

Important in communicating history are a city's cultural symbols, and respondents' answers to Survey 1 reflect this. Cultural symbols include memorials like the Obelisk, public art in its various forms, vernacular architecture, community celebrations, names of streets and buildings, and natural features like the Santa Fe River. These symbols make evident what is important and valued in the community. They also imply who is not so important and valued by what is absent.

### *The Obelisk*

Given the impetus for the resolution that gave rise to CHART was the damage and removal of Soldiers' Monument, it is surprising that only 12% of respondents (58 of 484) brought it up in their survey responses. Comments about the Obelisk clustered into three areas: (1) what the Obelisk means to different people in Santa Fe; (2) concerns about what happened to the obelisk—both the defacement and its removal; and (3) what should happen with it now.

The Obelisk means different things to different people based on the responses to Survey 1. The quotes below illustrate the range of meanings associated with it:

> *"It seems with the removal of the obelisk and Don Diego statues, that we are moving towards only recognizing one side of our city's history. The Fiestas celebration is important to many locals and a city with deep historical roots in the Spanish culture. I worry that may soon change as well. Restore the statutes, continue the celebration and acknowledge our history." (ID10)*

> *"By re-building the obelisk to honor civil war solders and bring Santa Fe back to where it was before out of towners destroyed our plaza." (ID200, in response to Healthier Relations)*

> *"With the destruction of the Plaza, it is important to construct a symbol recognizing the cognitive and affective factors that were destroyed. Two of my great-great grandfathers are New Mexico Civil War Veterans. I am so disappointed with the dishonoring of my Hispanic and Anglo great great grandfathers fighting for equal opportunity in New Mexico and the United States." (ID223, in response to Healthier Relations)*

> *"Somehow the ugly, divisive obelisk has become a dividing line. The obelisk had no artistic or cultural merit. What is important about the obelisk is the base which used to contain the word savages until someone in the seventies chipped the word out in the middle of the day and no one saw a thing. That is very Santa Fe. I hope to see the base of the obelisk in a museum setting with its cultural context on display." (ID218)*

> *"Any cultural element, like a monument, festival, or celebration that allows an oppressive act to be memorialized--like the obelisk or the Entrada--should be banned." (ID110)*

> *"Stop pretending that the obelisk was anything except a monument to white supremacy. Stop pretending that Fiesta is not also a celebration of white supremacy in the guise of celebrating Spanish Culture. Find a different way to celebrate what is beautiful about that culture rather than what is hate filled. This is stolen land." (ID221, in response to Healthier Relations)*

*"I also think that far too much has been made of the Obelisk issue, when we have far greater social problems that need solutions in Santa Fe. For example, there are still unemployed residents who need help with food, rent and utilities. And there are serious pollution issues on the Southside, where environmental racism is alive and well." (ID124, in response to Healthier Relations)*

Comments from Survey 1 respondents who wrote about what happened to the Obelisk—both the damage done to it and its removal—converged around a couple of themes: (a) the damage and subsequent removal were done by "outsiders," (b) those that did the damage should be held accountable, and (c) removal of the damaged obelisk was done without community input and was a bad decision. A subset of people who responded along these lines were highly critical of the Mayor and the City Council and skeptical about CHART. The following survey responses are illustrative of these themes:

*"We can come to a fuller understanding of the history of Santa Fe by holding criminals who destroy public property accountable in a court of law. Without accountability it will be difficult to understand a four hundred year history of building mutual respect for each other even when we have disagreement on the story of our history" (ID382)*

*"Enforce laws against those who deface and vandalize our city in a meaningful way." (ID165)*

*"I THINK WE NEED TO LEARN FROM HISTORY IN THE PAST, HISTORY SHOULD NOT BE ERASED. I MAKES NO SENSE TO ALLOW ANYONE TO TAKE DOWN HISTORICAL MONUMENTS OR SURPRESS ANYONES THOUGHTS OR IDEAS." (emphasis in original) (ID167)*

*"This is beyond disappointing that the Mayor of Santa Fe and Councilors had to resort to paying an organization to serve as mediators doe actions of thugs on the plaza last October." (ID290)*

*"Those who have already made up their minds that the Spanish created all this divisiveness need to get better educated and understand that Santa Fe was never this divided until Mayor Webber decided to meet with 3 sisters and Red Nation and he alone decided that the statue of DeVargas and the Soldiers Monument along with the Kit Carson Obelisk needed to be removed without any input from those organizations or cultures who are affected by his actions. Unfortunately you are going to have outsiders who are chosen to moderate and facilitate during CHART and these people will not have any understanding of the History of Santa Fe. As it stands now the fix is in already for an outcome that the Mayor wants to see. You do not pay a facilitator 270K for an outcome you do not want, Sad to say CHART will only further divide this city and its people due to the outcome that everyone knows will happen and the result the mayor wanted." (ID41)*

*"Through these complexities and difficulties, many generations of all races of New Mexicans have decided that they would all come together to enjoy all that Santa Fe and New Mexico have to offer. This wonderful gathering and acceptance of multi-cultural peoples has recently been destroyed by the actions of a few extremely radical groups (Three Sisters Collective (3SC), Red Nation (RN), some City Governing Body members, self-proclaimed "White-Privileged" individuals who criminally destroyed the Plaza Soldiers' Monument, etc.)." (ID308)*

Some of the quotes shared above include recommendations for what should be done with the Obelisk now. Recommendations made included: restoring the Obelisk completely, restoring it along with additional signage to better contextualize it, restoring the Obelisk in a different location (i.e., at the Military Museum), and replacing the Obelisk with something else. The Survey 1 answers below share these recommendations in respondents' own words:

> *"Help the city get the monument back up in the plaza." (ID251)*
>
> *"Not by eliminating art and monuments and statues, but by leaving them and making sure they tell the entire story from all aspects. Add additional plaques or even other statues to explain all sides." (ID398)*
>
> *"I believe that there if there is a city space that acts as a museum with parts of the obelisk and other monuments that need to come down would be a historical educational contribution." (ID139)*
>
> *"A monumental water fountain to commemorate Santa Fe's charter could be perfect to replace destroyed obelisk." (ID16)*

**Many Places and Ways To Learn History**

"Learn about it," "educate yourself," "read," "research," and "listen"—these terms came up frequently in response to the question about gaining a fuller history of Santa Fe and are illustrated in the following quotations:

> *"Listen to historians, research in our libraries." (ID414)*
>
> *"I believe that we can only come to a fuller understanding by reading, speaking with, and listening to different sources. It is impossible to see this town from all perspectives, but by seeing different views it may be easier to understand different opinions." (ID458)*
>
> *"We can read about multiple versions of the same events in our history. We can read stories and histories that offer a different narrative from the ones familiar to us. We can listen to speakers and panelists who present different historical perspectives." (ID75)*

Mechanisms for conveying and learning about Santa Fe's fuller history that survey respondents suggested were multiple. Numerous respondents pointed to the critical role of formal K-12 education in teaching New Mexico history and are reflected in the following quotes:

> *"Through education - in the schools." (ID26)*
>
> *"Create 'reach out' programs in all elementary schools to help children learn from their early years the commonalities and to respect the differences among our mingled populations." (ID24)*
>
> *"By working with the public schools on a well-rounded approach to New Mexican history, including from the point of view of the Native American population. I know that the schools are not governed by the City, but it might be a great idea to have elders/tribe historians come from the pueblos to teach the kids about Native American culture/history. Maybe this doesn't have to be in a school setting. Maybe at the libraries. It would be nice if it was in the schools though, so all the kids could learn." (ID202)*

*"Let us approach our public schools with activities. These activities need to respond to help meet state of New Mexico Standards. Perhaps retired teachers could be recruited to help design them. The film program at the Community College could be helpful in producing videos." (ID2)*

Some respondents that wrote that a fuller history should be learned in K-12 school acknowledged that their own education fell short. For instance, one person wrote, *"Education, education, education. What I remember being taught in school (oh those many, many years ago) about history was all what we all now realize was so incomplete and inaccurate." (ID412)*

A few people who responded to Survey 1 enumerated existing historical resources in Santa Fe which are included below:

*"Better education of the history of Santa Fe (and New Mexico) is key. The state has extraordinary resources to utilize our museums and historians to become open-minded and respectful ancestors." (ID144)*

*"We do offer great museums, lectures, programs, events, art, poetry, music, historical sites and more and these should continue. More appreciation of our Pueblo values and history can and should be encouraged. A Southside 'Plaza del Sur' would be a great way to allow for more understanding and experience of more varied cultures living here." (ID59)*

*"We can take on the responsibility to educate ourselves about our history. We can do this by reading local histories, attending exhibits and lectures at the NM History Museum, the Museum of Spanish Colonial Art, the Museum of Indian Art and Culture and we can sign up for a docent led tour of historic Santa Fe that are sponsored by the NM History Museum. We can attempt to understand that cultural values change over times and that things that were acceptable beliefs in historic periods may no longer be acceptable by today's cultural standards." (ID90)*

*"Invite people from the original Pueblos to talk about their experiences and the history they know. Use books written and films created by Indigenous people, Mexicans, and professors of university programs such as IAIA, UNM, NMSU, etc. who know and study history. Have study circles where you read a book, listen to a presentation, etc. and then there is a discussion with the people present to clarify points, express ideas, etc." (IDS1)*

With these few excerpts, lack of awareness of existing resources to learn about Santa Fe's history was surprisingly common. For instance, numerous individuals proposed gathering oral histories from longtime Santa Fe residents; such stories have been collected and archived through various initiatives in the past. Other recommendations for venues and/or formats to communicate a fuller history of Santa Fe that Survey 1 respondents gave included: theater, nature walks, movies, books, lecture series, listening circles, town halls, oral histories, and public art, especially statues and monuments. These recommendations were sent on the Community Solutions Table for review and consideration.

**Sticky Points**

Gaining a fuller understanding of history is not unproblematic. Making room for others creates perceptions of "erasure" for those who feel they are losing status. The following quote describes this challenge well.

*"One of the challenges in understanding the history is the recent accusation of erasure of the past. Certain narratives have dominated the historical and cultural landscape of Santa Fe for a long time, particularly the narrative of successful and largely peaceful conquest. As we start to open ourselves to other narratives, many of those who held the previously dominant narrative have started to repeatedly say that they feel their culture is being erased. When a history is compiled, then, it is important to first show how there are many perspectives on history and that no one 'true' account exists" (ID121)*

When history is viewed through multiple perspectives, long-standing narratives are questioned, raising concerns about what is true and what is biased, what are facts and what are opinions. Who or what are legitimate sources of knowledge also arise. The quotes below illustrate these types of issues.

*"Talk to (listen to!) local descendants of original families of Santa Fe." (ID295)*

*"Read and listen to people talk about their own peoples' histories, not just the academics." (ID411)*

*"We need PROPER historians to tell their stories." (emphasis in original) (ID280)*

*"We need to dispel the mythology of history and speak to the nuance and multiple ancestral perspectives of the history of Santa Fe. The mythology of 'tricultural' peace and love is getting in the way of a fuller understanding of a complex history." (ID157)*

*"Make known: many indigenous peoples often were at war, the conditions that led to the Pueblo Revolt, the Spanish reconquest of 1692 was not peaceful, the Confederate and neo-Confederate lie called the Myth of the Lost Cause. Publicize: the internment camp for Americans of Japanese descent, how Polk started the Mexican War as a land grab that led to the American takeover of the southwest." (ID79)*

*"Learn about the ancestral pueblo who lived here and then understand and teach truthfully and sensitively when the Spaniards arrived in 1598? And 1610. We all know the Spaniards explored and conquered globally. So how does history help us today? By accepting. Then we find common ways that peaceful coexistence was made possible. We have a beautiful and rich culture here because of the diversity. Even when 1920 artists arrive and 2021 tourists move here. Santa Fe is beautiful in its simplicity and welcoming ways. The history and home styles really are a special part of America —- like no other place. Should be cherished." (ID418)*

*"Get beyond the folklore of our history, for example that the DeVargas reconquest was peaceful. Perhaps sponsor a scholar (probably should be an hispanic) to write a city history that dispells the myths, explores both the negative and positive actions of our major ethnic groups and synthesizes a history that does not lay blame or guilt but instead places it in the context of the human story emphasizing that worldwide there is much history that is reprehensible, as well as courageous and perhaps even inevitable." (ID384)*

*"By being open to new ideas. By being forward looking. By acknowledging the past without being focused on grievances. By realizing that things are complex (and so are people), e.g., by realizing that ethnic, cultural, or racial pride is the opposite side of the coin of racism, and that people are like coins that have both sides." (ID228)*

It is worth noting that concerns about legitimate sources of knowledge, what is truth and what is opinion, are not unique to the CHART project or to what is happening in Santa Fe but part of the larger zeitgeist across the United States.

### *How can we build healthier relationships while acknowledging our differences?*

**Talk together. Listen more.**

Many respondents wrote that healthier relations are built through dialogue and listening. Start with respect. Acknowledge differences. Find points of connection. Identify what is shared. These few points came up again and again in people's responses to Survey 1 and are illustrated by the quotes below:

> *"By listening - hearing and acknowledging other perspectives. Identify the areas of overlap and commonality and make these the starting focus points." (ID206)*
>
> *"By talking and socializing and being kind to one another." (ID359)*
>
> *"We need to listen to each other respectfully and to hear other's concerns and viewpoints, even when then don't agree with ours, and through respectful dialogue, attempt to understand the other person's viewpoint and the factors shaping it." (ID90)*
>
> *"We need to listen more." (ID76)*
>
> *"Mutual respect and dialogue goes a long way to bringing peace and bringing people together." (ID416)*
>
> *"We probably need to find some little spot of common ground — which I believe is always possible — and then listen to each other's stories with interest." (ID326)*
>
> *"Get past the differences by realizing 'one way' is not better than the other. Teach respect of differences." (ID256)*
>
> *"Listen to both sides with respect. Respect other's opinions and beliefs. Bring a representative group together to discuss differences and lay out facts." (ID414)*
>
> "*Getting together individuals from diverse backgrounds, experiences and points of view for frank open, respectful conversations. Agreeing that it is o.k. to disagree without being disagreeable." (ID419)*

**What's Unique and What's Held in Common**

Numerous respondents objected to framing the relationship question around differences. Concerns about using differences as a starting point for building healthier relationships are illustrated below:

> *"As a person who identifies as Hispanic with integrated Native bloodlines, this question is appalling. Why could this not have simply been, 'How can we build healthier relationships?' I think that's because that is not what this city wants - Outsiders know that if they can keep us locals fighting, then we are distracted and they [can continue to] have free range to take over the city." ( ID71)*

*"Quit emphasizing the differences. We are a mestizo people. Most of the native New Mexicans have indigenous blood and ties. New comers want to foment division and plant seeds of hatred that were long gone in Northern New Mexico." (ID56)*

*"We need to cultivate a 'one-boat' approach rather than the us-them theme that has pervaded Santa Fe for decades." (ID81)*

*"Everyone needs to take responsibility for how they use the information that they have. Make our differences sources of learning and sharing. No one owns the entire story of our complex history but we all have important chapters and characters that we can relate to. Healthy relationships come down to respect for another human regardless of their color, race, sex, age or religion. So, make every attempt to find common ground in our shared humanity." (ID17)*

*"By acknowledging the richness found in each culture while stressing the importance of what we have in common." (ID60)*

Identifying what is shared across myriad differences that make up Santa Fe can help build stronger, healthier relationships amongst the many peoples that live there, old timers and new arrivals alike. Quite a number of respondents wrote that more than conversation, doing things together is a powerful way to build relationships.

*"Try working together while emphasizing common ground. Don't get side tracked by 'this is what is right' or this is 'politically correct.' Sometimes, solutions are found by implementing unusual partnerships even if they don't meet the predetermined idealogies of the politicians." (ID220)*

*"Shared experiences through the arts is an excellent way to listen and process those stories with others." (ID225)*

*"Committing to collaborative relationships over artificial lines that divide people can teach our children to care and work together." (ID226)*

*"We can build health[ier] relationships by working together to counter the unfairness in our economic system so that all of our cultures can thrive on into the future." (ID323)*

*"I think coming together around town at interactive art pieces and having a shared experience or just meeting people or seeing people who you might not interact with on a daily basis can foster understand and build bridges." (ID497)*

*"[Share a meal] just folding chairs and homemade food" (ID195)*

*"[Work on] community projects like acequia clean-ups, mural projects, etc." (ID157)*

*"Build connections among people. We need to get to know each other outside of our normal circles. Common goals unite. Common experiences unite." (ID93)*

*"SF has many different but separate events celebrating Native American, Spanish and Anglo cultural contributions to the history and culture of the city. We need to have more, specially joint events that simultaneously celebrate these cultures and the heritage of coexistence that is New Mexico." (ID201)*

*"Hold a multi-cultural food festival in the summer in an area of town that has plenty of parking and bus access." (ID355)*

Getting to the place where people are willing to work together on shared goals is not easy. Santa Fe has some deeply entrenched divisions. As one respondent wrote, *"We must address healing old wounds that haven't been adequately acknowledged. We have to be willing to be open minded and truly recognize the concerns of each of the cultures in our community"* (ID1).

**Obstacles to Building Healthy Relationships**

Reading across the 484 responses to Survey 1, some of the things that get in the way of building healthier relations are: racism, distrust, reactivity, being dismissive of others, historic and current inequities, colonialism, white privilege, culture of grievance, and disrespect. One additional obstacle to building healthier relationships, is rooted in beliefs about who belongs in Santa Fe and who does not and is exemplified in the quotes below:

*"That will be pretty hard when outsiders come in and think and act like they are privileged and better than locals." (ID254)*

*"Santa Fe is comprised of people from many different cultures. Some people were born here and some chose to be here. The undercurrent that people of Spanish heritage are better than other citizens, or more important needs to stop. It makes people that chose to live here and care deeply about the city feel unwelcome." (ID97)*

The theme of belonging comes up in multiple ways both explicitly as illustrated above and implicitly as noted in the section on Cultural Symbols. It seems to be felt on all sides. How can residents build healthier relationships when so many insist that some people are "Santa Fean" and others are "outsiders"? This belief is divisive and unfortunately, tightly clung to, particularly by those who feel that their culture and history are being "erased."

Further complicating efforts to build healthier relationships across individuals and groups in Santa Fe are economic inequities. The quotes below describe primary inequities that persist across Santa Fe:

*"Santa Fe is very segregated." (ID411)*

*"[M]iddle- to low-income residents live segregated from many wealthy retirees, who represent just one group of residents, mostly White or Spanish/Hispanic." (ID124)*

*"Gentrification of Santa Fe has abruptly changed the dynamics of our city and those who still feel like they have a freedom to express our rights to our history, culture, and faith, are being silenced." (ID106)*

*"Acknowledging historic/generational trauma, the inability of many to access the most basic aspects of opportunity, unpacking the institutional barriers (financial, land use, regulatory, educational, social) many face in trying to live their best lives, and standing for change." (ID163)*

*"One difference that must be acknowledged is that different groups have different economic and political power and this difference causes resentment as well as unfair advantages for some over others." (ID323)*

*"[U]ntil there is less economic disparity between groups in this city, relationships will always be fraught. The service economy that supports the tourism industry here must*

*be well paid and include excellent benefits and pensions, otherwise resentment will continue....[W]e cannot have healthy relationships without economic security and housing for all." (ID228)*

*"[I]t is hard to build healthier relationships when certain people are actively being 'priced out' of the city in terms of housing and small business (rents). Without diversity and with gentrification it is hard to build relationships and we become less different. We can't learn from others if they are put in a place to not be able to actively contribute. The city should really work to provide better low-income housing and small business opportunities to ensure that those less financially blessed than other still have the opportunity to be represented." (ID241)*

*"It may not be our fault for the injustices of past racial discriminations in housing, medical care, or economic opportunity, but we must face the fact that those policies have left a scar upon us, and many of us enjoy privileges due in part to the happenings of the past. If we are to be brave, we must have the courage to encounter these realities and tackle them." (ID108)*

Areas of inequity respondents raised in Survey 1 responses included: education, environment, health, childcare, transportation, housing, wages, and the City of Santa Fe's investment throughout the city. Many of the comments about inequities further noted that they fall mostly on black and brown people and new immigrants. Some of the ways that Survey 1 respondents suggested to address various inequities included:

*"Put indigenous people in positions of power." (ID115)*

*"Building communities more integrated low and high income." (ID217)*

*"'Work towards inclusivity and equal opportunities for all." (ID220)*

*"Focus on maintenance of and creation of diverse neighborhoods and meeting places." (ID227)*

*"Sustainability and quality of life must be a part of Long Range Planning (that office in City government has been eliminated in 2019)." (ID230)*

*"Move forward with equitable housing, transportation, healthcare, and education for all residents." (ID188)*

*"Reexamine downtown parking meters." (ID209)*

*"Through thoughtful deliberation of issues—monuments, housing, transportation, policing, education, water, climate change, etc.—involving more or less proportional numbers of people from all demographic groups with a stake in the issue, who meet together with the help of facilitators and expert consultants as needed in a setting structured to encourage respectful listening and speaking and openness to learning from rather than winning the argument with those with different viewpoints." (ID249)*

*"More effort needs to be made to develop neighborhood associations and use them to host cross neighborhood events. Our parks and our schools need to become places to meet our neighbors with members of City Council, Mayor and staff encouraging/hosting such events." (ID101)*

*"We must first acknowledge each other, that we live, work, and share resources on this land. As a collective, it is important to remember those who walked on this land, those whose descendants live here today, and all of the people from many parts of the country and world who call this soil their home." (ID158)*

*"We need to go beyond 'understanding' each other and have a more equitable sharing of power." (ID309)*

*"By acknowledging and accepting that history isn't always right and then righting those wrongs. By making space in a tourism-centric economy for those who can't financially afford to be otherwise represented. By figuring out low-income housing or some type of rent control to ensure Santa Fe doesn't continue to become a city of rich, white people. By publicly celebrating the city's true roots through installation of some type of art in the Plaza to replace the obelisk. By creating some type of fund (maybe taxing Santa Fe second home owners) to assist people in the historic district who can not afford to maintain their homes in accordance with conservation codes; this way Santa Fe stays beautiful and people can stay here versus having to sell something that may have been in their family for generations because historic preservation is too expensive. Planning more public celebrations/rituals in the Plaza that are community-focused (not tourism focused)." ID241 (in response to good ancestors)*

*"Designating our city as a sanctuary city and a welcoming one is a good place to start. I'd like to see improvements in public education. Water issues need to be dealt with. The economy needs to be less dependent of tourism, more diversified. I am pleased to see more apartment buildings filling in the downtown area and all around the city - it's important to have affordable housing for our employed people so they do not have to commute." ID147 (in response to good ancestors)*

**Respect**

As noted early on in this report, respect floated to the top of values that are shared across the people of Santa Fe. Regardless of the mechanism for building healthier relationships, it must come from a place of respect. Simply stated,

*"[E]veryone needs to chill. Newcomers need to show respect for traditions and some old school folks need to appreciate the investment that generations of migrants bring." (ID19)*

### *How can we become good ancestors to our children, their children, and generations to come?*

*"I would say to co exist and respect each other's traditions and cultures. Teach own children about each others culture and teach them that even though it's different don't disrespect it….If we could learn and understand everyone's traditions then we can paint a path for our generations to come." (ID102)*

As the foregoing quote illustrates, learning about other perspectives with openness and respect can position people to be good ancestors. Indeed, numerous themes that came up in response to the questions about fuller history and healthier relationships were raised again in response to being good ancestors. Education, dialogue, and the importance of inclusive history showed up frequently. Calls for correcting economic inequities and uneven investment throughout Santa Fe were repeated. The minority of people demanding the Obelisk be restored before anything else restated their case.

Topics receiving greater emphasis than in the two previous questions were addressing climate change and being role models. In some ways, these topics are inseparable from one another just as the land and water are inescapably core to the history and relationships of Santa Fe. One Survey 1 respondent captures this well, writing,

> *"We need to teach and learn sustainable ways of living in this beautiful land that will honor our community for generations. We need to learn to co-exist with water and land with respect and care. We need to pass down the ancestral teachings and practices which allowed generations of people to live harmoniously in this beautiful place. We also need to increase biking and walking and wheelchair accessible paths and reduce the use of cars in our city in order to reduce fossil fuel consumption in our community and allow us all to more fully exist outdoors and in connection to the elements and in community - saying hello to each other and not being in our own car bubbles." ID157*

**Being a Good Ancestor to the Land and Water**

Many responses to being a good ancestor to children is getting in better relation with the environment. Respect it. Protect it. Preserve it. Do not exploit it. Live lightly on it. Do no harm. The quotes that follow illustrate that if we are to be good ancestors, we must get right with our natural world.

> *"Promote laws that respond to and mitigate the effects of climate change especially drought and fires." (ID96)*

> *"[B]eing a good ancestor means living a sustainable life now. If we steal from future generations and limit their access to clean air, water, etc., then we are not thinking of the next generation." (ID121)*

> *"We need to view ourselves as extensions of an ecosystem, not merely as occupants and consumers. If we do not value and seek to protect our environment from destruction, as well as the most vulnerable people amongst our populations, we will have failed humanity and our ancestors." (ID138)*

> *"We must take care of the water. We must nourish the soil. We must take care of the people. We must help the people birthing. We must sit with the elders. We must collect this valuable data through those who lived it. We must look up and remember we share the same sky. We must honor our crossings into different phases of life. We must remember our connection and interconnection are an integral part of our experience. We must show our children the way through our actions. We must be gentler with each other and the environment. We can begin right where we are, in Oga Po'geh - Santa Fe." (ID158)*

> *"[T]ake care of our rivers and lakes! no plutonium!" (ID207)*

> *"Follow one of the boy scout mottos - leave your campsite cleaner than you found it! We should all strive to improve any given effort, idea, physical site - DO NO HARM!" (ID215)*

> *"Treat our environment and our material and human resources with respect and care." (ID227)*

*“We can become better listeners and caretakers of the earth. We can work in solidarity and establish coalitions. We can fight the extractive tendencies of capitalism and white supremacy.” (ID341)*

*“Teach responsibility and respect for the people and the land.” (ID388)*

*“By changing our relationship to the more-than-human world away from that of exploitation. By overhauling our economic system to provide for everyone's needs. By divesting in all fossil fuels.” (ID126)*

*“Do we have generations to come? Not if we don't fix our environmental issues, our political hate, our housing crisis, and our schools. Here's a start: subsidize housing for public servants (police, teachers, first responders, etc.) with a community service requirement to maintain low rent or mortgage payments. Adapt town meeting structure by neighborhood, with public servants taking on organization, with resources to actually address and solve community concerns. Centralize major projects like water and renewable energy, but let neighborhoods control neighborhood issues.” (ID365)*

**Being Role Models**

Part of being a good role model and a good ancestor means unlearning more pernicious lessons that have been internalized. While only mentioned explicitly by a few respondents, it seems worth raising here:

*“First working on us and our mental health, working on our traumas and problems so we don't pass them to our kids. Then showing them what we want to see in them like being independent, worrying about others and helping others in need, treating people in a good and nice manner, etc.” (ID395)*

*“Develop programs to eliminate the bad habits that come from multi-generational issues such as domestic violence, substance abuse and other learned behaviors that need to stop.” (ID19)*

*“To break the pattern that perpetuates  Victimhood Shame Helplessness Need to numb in order to cope  Figure out how to reconcile between cultures of individualism and achievements vs. culture that values connection and oneness.” (ID135)*

To be good ancestors, people today must be the good they hope to see in the environment and in each other. As the quotes below show, there are many ways and places to practice this:

*“We can be educators and examples to future generations by acknowledging history as it occured.  Acknowledge all people should be treated equally and with respect to their history, their cultural, and their traditions.” (ID275)*

*“Our communities will be better, healthier, more tolerant if we can focus on our responsibilities to the community and each other as much as we focus on our freedoms.” (ID225)*

*“Learn from our mistakes” (ID229)*

*“Volunteer; be involved.” (ID185)*

*“Leading the right example for younger generations to follow.” (ID471)*

*“Being positive political, parent, community and educational role models to our children is important. Elders can speak about their cultural stories so that today can be better than yesterday and that yesterday stories can teach lessons learned. And, that intergenerational knowledge is shared for the future generations.” (ID137)*

*“We can only be good ancestors if we bring shared intention and action. We must know who we are, where we come from, bring the best of ourselves, and heal the worst. We cannot be good ancestors if we’re divided and at odds with each other. In the larger view, we have to be the ones we’ve been waiting for or else the future will be untenable for future generations.” (ID168)*

*“By modeling a commitment to, and processes and structures, for decolonizing our communities and creating more egalitarian relationships. This should result in resolving our differences in open and honest dialogue. We then must use these tools to address climate change and its deleterious effects on our land. If we do not address climate change at all levels, there will be no future generations.” (ID13)*

*“I think we can tell the next generations that we tried to be open-minded, that we realized that there were events and people in the past that we had to reevaluate and reconsider their place in history. That we were willing to accept that we held beliefs that proved to be incomplete or even incorrect, and that we worked together to right those wrongs. As we know history has often been written by the victors, from their point of view- I think young people now are open to probing and questioning and that is a good thing.” (ID319)*

Conclusions

Survey 1 was one of the first initiatives undertaken by the CHART project. By posing three broad questions about Santa Fe’s history, its present, and its future, the survey invited respondents to write what was important to them at that place and at that time. Between the pandemic and its disproportionate burden on people of color and people in poverty, police violence, and fury at racial injustices, and a City election, late 2021 was a firey time. Santa Fe was not immune to the trends across the U.S. then or now. In 484 responses, Survey 1 illustrated that there are other issues that need attention for old timers and newcomers to move forward together.

Embracing a more inclusive history, relationships starting from a place of mutual respect, more equitable dispersion of city resources and easier access to them, and a shared commitment to a future defined by getting in right relationship with the environment and each other can all bring Santa Fe closer to the city that so many seem to want. Some good recommendations have been made here and throughout the CHART process, should there be the will to act on them.

# APPENDIX G: SURVEY 1 RECOMMENDATIONS

# SURVEY 1 RECOMMENDATIONS

The following are recommendations culled from the large body of information provided by Survey 1 respondents. These are their direct responses.

### Recommendations: How do we come to a fuller understanding of Santa Fe's history?

| | |
|---|---|
| ID: 1 | listen to an extremely diverse group of voices and seek out experts from each of the different communities that contributed to that history. |
| ID: 1 | actively seek truths |
| ID: 10 | Restore the statutes, continue the celebration and acknowledge our history. |
| ID: 101 | We need a Museum of Santa Fe that specifically focuses on the history of the land we live on and how it has changed culturally and environmentally. Santa Feans need to develop a deep sense of place and history regardless if they have been here for 10 generations or 1 year. The mission of the museum needs to be both historic and current and include a relationship with the Public Schools that is educational, everything from archaeology to ecology to the visual and performing arts. |
| ID: 106 | Gather facts from multiple perspectives and allow the people to be involved and share stories and information from the past. |
| ID: 107 | Work with City historian and State offices of Cultural Affairs, Archaeological Studies and Historic Preservation to designate reports, studies and books about the history of Santa Fe. |
| ID: 107 | Establish a list that all participants of CHART should read, and invite the public to read, over the next six months. Maybe even invite formation of book clubs by various faith communities? |
| ID: 107 | Seek out written documents that professionals have created over the past several decades. |
| ID: 109 | Through cultural monuments, programs, and events/observances and in educational curricula: present a balanced and comprehensive account of Santa Fe's history -- one that acknowledges the initial and ongoing presence and occupation of these lands by indigenous peoples - going back as much as 11,500 years - and the impact on these peoples and their cultures by Spanish, Mexican, and American colonials |
| ID: 109 | Hold space for public conversations that allow for a truth and reconciliation process. |
| ID: 11 | Engage with historians, cultural experts, craftworkers and honor traditional ways |
| ID: 113 | During a televised presentation from the Square in Santa Fe historians from three groups should outline their respective historical references, without editorializing, and field audience questions. |
| ID: 119 | Add plaques for more information or where more space is available another statue or monument with a different viewpoint. |
| ID: 125 | Include the good, the bad, and the ugly in school curricula. Take kids on field trips. Keep meaningful exhibits at state cultural sites, including museums and historical and archaeological sites. |

| | |
|---|---|
| ID: 13 | Create a history. Recite it to indigenous, latino/a and white groups and modify based upon feedback--until all groups agree to it's fairness and veracity. |
| ID: 130 | create many permanent public display tokens (statues, figures, shapes, etc.) These should be attractive and have appeal and meaning to locals and tourists. They should celebrate the cultures that have come together to form glorious Santa Fe. |
| ID: 131 | conduct community meetings around various aspects |
| ID: 131 | make short videos about different aspects |
| ID: 131 | sponsor school presentations on Santa Fe history |

| | |
|---|---|
| ID: 135 | A live theater experience or a video (either a documentary/interview style or motion graphics) that powerfully and artful present different viewpoints and giving space to each with the fullest human divinity and empathy. Perspectives solicited should expand beyond the triad of cultures that typically is presented as the face of New Mexico—Native American, Spanish, and Anglo. Human identity is beyond their race. Acknowledge the fullness of who live here now, too, and why they chose to be here. |
| ID: 136 | Acknowledge the role the 25th Infantry (Buffalo Soldiers) played guarding the Santa Fe Trail and settling the West (this is a forgotten narrative — the thousands of freed slaves who poured into the Southwest “early” in our history. Although this adds a layer of complication due to the Army’s execution of the Indian Wars and policies on expansion at the time. However, the Buffalo soldiers also fought fires and eventually became our nation’s first forest rangers and land stewards.). Be willing to talk about the DOJ Japanese Internment Camp, even though we had troops who participated in the Bataan Death March. One of our main state government buildings in town is the Bataan Building (where NM Arts sits, actually), and there’s a tiny sign on the highway (relatively new) and plaque in the dog park for the 4,000+ innocent people we held for four years in literal “concentration”. New Mexico actually had several, but Santa Fe was the largest. |
| ID: 136 | renaming some locations after their original, indigenous names. |
| ID: 138 | Understanding the history of Santa Fe more fully is to understand humans who have been here the longest, the ones most connected to the environment. If we consider the start of our history to be when we were first a national capital, or when colonizers first arrived on these lands, we allow the spoils of war and corruption to determine our past. The wording of the question proves the point: we don't need the history of Santa Fe as much as we need a history of O'gah'Po'ogeh. |
| ID: 14 | Read more history books from authors who have been here to research. |
| ID: 144 | The Santa Fe Public Schools should begin to teach the history of New Mexico and Santa Fe, perhaps starting in the 3rd or 4th grade, then offering another course in middle school. |
| ID: 144 | The city could also sponsor a series of free lectures about various aspects of the history of Santa Fe. The series could be presented in different parts of the city in schools and/or libraries |

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| ID: 147 | It seems to me that we have a very full range of institutions that present this history. We have the NM Museum of History right here in Santa Fe, likewise the Museum of Art, the Museum of Indian Arts and Culture, etc. There are tours one can take of historical buildings around the downtown area, and programs on geological and archeological history. I know the Museum Art keeps an archive of material on our artists. The history museum recently commissioned a graphic book on the conflicting views of the battle depicted in the Segesser hides as a way to update that conflict in the public mind. Plus, I'm about to reread Death Comes for the Archbishop, and there are many more fine literary histories of the area. What else do we need? |
| ID: 148 | Marketing campaign with billboards, a zine, a dedicated educational webpage, social media accounts focused on history of Santa Fe, public television programming, radio shows featuring museum directors and historians, illustrated historical comic book, historical trivia game for the family, a netflix documentary, free college course for teachers, |
| ID: 15 | create platforms and venues that will be interactive, enticing, and exciting, ones that will reach many ages as well as many groups |
| ID: 151 | Add signage describing the historical context (or complementary statuary chosen and defined by the affronted cultures) to culturally sensitive public works |

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| ID: 153 | -Authentic storytelling and sharing personal histories and testimonials. -Devoting oneself to educating the public and ourselves to learning more about our neighbors, community members, and the history of this place. -Take stock of each perspective representing all of the ethnic and cultural voices here in Santa Fe -Offer equity to those who have been traditionally underrepresented or unfairly treated. -Promote the democratic ideals of equal representation and aim to rectify past inequalities. -Develop and foster the practice of land acknowledgements to better understand the cultures that came before in Santa Fe. |
| ID: 157 | We could host storytelling forums where Santa Feans could share histories and stories of this place in a multivocal way to create a tapestry of histories, including intentionally centering Indigenous voices and oral histories. Maybe we could also do a community reading initiative, reading a rich history of Santa Fe together as a community and hosting discussion forums about this. |
| ID: 16 | A monumental water fountain to commemorate Santa Fe's charter could be perfect to replace destroyed obelisk? |
| ID: 161 | By having series - plays, lectures, radio interviews, concerts, and other cultural events that show the true history. |
| ID: 165 | Openly debate the history in public forums for all to see |
| ID: 168 | I wish we could witness a collaboration between different areas of leadership: cultural, educational, medical, spiritual, business, political, etc. to model a process towards understanding history |

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| ID: 174 | We need to start by gathering historical data and accounts of our past. There seem to be sometimes conflicting views on our history. Did the Spanish "enslave" the natives of the area or use a system similar to feudal serfs? Was it forced slavery of indentured servitude? Perhaps both were true, depending on one's perspective? Utilize noted historians, such as Dr. Mabry Vigil of Las Vegas, and the works of Dr. Lynn Perrigo, (deceased) both highly acclaimed former Professors of N.M. and Southwest History at Highlands University in Las Vegas, NM. Our own State<br>Historians can and should weigh in. We need to define what we are seeking answers to - i.e., Did the local Spanish settlers enslave the natives? Did the natives benefit from the Spanish settlement? How? How do we judge the Po'pe led rebellion which resulted in the massacre of men, women and children...How many, and was it an "ambush" as claimed. Was it justified in any way? Define the many questions we need answered -start with a common base of knowledge. Was the Obelisk "bad" - it intended to celebrate the soldiers who beat back the confederates and the continuance of slavery in the U.S. Or was the reference to "savage" Indians bad? What are we trying to address? One aspect that I haven't seen articulated yet is the impact of the Anglo American conquest of Santa Fe and New Mexico. I believe that one of the reasons that many Hispanics cherish, support and vigorously defend customs and traditions may be in reaction to the Mexican American war (which I believe most historians would agree was contrived by the U.S. in the pursuit of "manifest destiny".) The issue of reconciliation needs to comprehend this fact as well in considering how we move forward. |
| ID: 176 | Establishing in our museums at present and in the future for to provide the history of how Santa Fe came to be with periodicals, artifacts and historical photos as well videos of those telling stories of how living in Santa Fe was and is (oral history). To understand the history of Santa Fe is by exploring aspects by providing advertisement through marketing via websites and television like the program on Channel 5 COLORES. |
| ID: 18 | field-trips, lectures and presentations of 1 hand account (recorded at time of action) |

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| ID: 180 | I think there should be a task force to get the plaza restoration underway asap. CHART could be an advisor for that shorter term project. An expert task force for the plaza/obelisk project should be multidisciplinary, highly expert, but also include members of the community and CHART.. It should be guided by a cultural affairs consultant, and have a mechanism for involving global artistic input. |
| ID: 183 | Cultural events open to the public |
| ID: 183 | free Train "docents" who go to the schools and make presentations to classes, or several classes, |
| ID: 183 | Make sure textbooks have accurate and full accounts of the different cultures. Encourage private schools to do the same |
| ID: 183 | Have free events in parks in different neighborhoods with music/dance and info about a culture |
| ID: 183 | Get grants to let museums open for free one day a week - take buses of students. |
| ID: 183 | Have presentations of each culture's history, music and dance in school auditoriums or at the Railyard, etc. |

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| ID: 183 | Educate realtors to incorporate Santa Fe history into their presentations, especially to folks new to the area. Handouts, etc. Add into like the altitude, weather, different cultural groups living in Santa Fe, breakdown of population, cost of living, struggles (needing more job creating businesses, affordable housing for essential workers, etc). |
| ID: 184 | https://www.abqjournal.com/1470501/on-colonialism-statues-and-nms-pain.html |
| ID: 185 | Public forums from scholars; |
| ID: 185 | community book clubs on a variety of books relevant to the City's history |
| ID: 185 | short stories of the week regarding history of the City, featured in the newspaper, radio, etc |
| ID: 185 | school collaborations with local historic groups |
| ID: 185 | historic tours of sites around town, including graveyards (and discussion of the lack thereof). |
| ID: 188 | Gather diverse historians for analysis of the various histories of the city. |
| ID: 189 | How about a small brochure or booklet that details the history, the facts. |
| ID: 19 | Develop a truthful narrative and timeline of the history of Santa Fe. Include the good, bad and ugly aspects so we can learn that we can get through this and can live together. |
| ID: 195 | Start with studying "The Great River" by Paul Horgan and move on to the history of slavery at that Pecos Church and then to the Conquerors, the Pueblo Revolt and then the gang of thieves who came in the 1800's to exploit minerals and people. Move on to those who wanted statehood to keep political/economic control in the hands of traditional white channels until this day. Oh, don't forget the A-bomb, the movie makers, the artists and the hippies and organic food folks and traditional food folks who came in mass to change it all around. Mostly, tell us how our viejos made us wise and help us still. |
| ID: 196 | I imagine a small sculpture garden that depicts the experience of pueblo people, original Hispanic settlers and more recent newcomers with sufficient commentary so that visitors learn of our complicated and intertwined history. Has to encompass the whole history of this place. |
| ID: 2 | Perhaps it would be helpful to have a series of columns, published in all local papers, in Tewa, Towa, Keres, Spanish and English. Maybe Navajo and Apache, too. These columns could also be online and perhaps read on different radio stations. |
| ID: 204 | publish small booklets to be distributed by NM Tourism detailing the history, all the good stuff and bad stuff, from a neutral standpoint, for people to educate themselves. |

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| ID: 206 | From the perspective of not being native to Santa Fe, it would be great to see more history from the lens of the native communities communicated through as many channels as possible including the contemporary arts and entertainment. An example is Virgil Ortiz who's work which is grounded in the history of the Pueblo Revolt of 1680. As a person who moved to New Mexico in the 1990's, I was never even aware of this history until I encountered his work in 2012. |

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| ID: 21 | The City of Santa Fe should sponsor and host a multicultural, anthropological history conference in conjunction with some major annual festival that always attracts residents and tourists.<br>Guest speakers representing the different points of view each year, over several years. |
| ID: 213 | The museums at the plaza need to have standing exhibits of native history. |
| ID: 213 | Every European based history plaque (there should be some) should also be mirrored by The native side of the story, or at least a native element pertinent to the space. Every European Public Art piece should have two sides (European and Native), but native pieces can be solo. |
| ID: 213 | There should be a Native restaurant on the Plaza, and this should be subsidized by the govt. until viable. |
| ID: 213 | The Camino Real Trail needs to be heightened and celebrated, especially on the south side of town |
| ID: 214 | Teach critical race theory in primary and secondary education curriculum 2. Provide public art and lecture series that teaches the history of NM including the impact of Spanish colonial history on Indigenous peoples, their history, and their lands 3. Teach the foundations that lead to the drafting of the US Constitution with attention on the use of trade as related to land resources and the notion of manifest destiny 4. Teach the history of NM Indigenous nations from the perspective of Indigenous peoples; compare and contrast the narratives presented by White historians and Indigenous historians 5. Present public presentations of the real history of the founding of Santa Fe; who was here prior to the Spanish. Include Indigenous history along side of the Spanish narratives of NM's history. |
| ID: 219 | Create a "History Center" at midtown where all historical monuments & statues are gathered together. |
| ID: 22 | I think it is important that we expand the history of Santa Fe beyond the story of the conquistadors to highlight the stories of the indigenous populations and lesser known communities such as the stories of African American, Jewish and Middle Eastern Populations. |
| ID: 226 | a well made film could start with presentations by representatives of different perspectives from different groups, and then be artfully merged to a coherent timeline that acknowledges different versions, while framing them together into one community. This could be screened frequently to different groups (schools, churches, public venues), with Q & A panel discussions after. A free course could be offered at the libraries that contextualizes conflicting points of view and acknowledges legitimate disagreements, while also recognizing that all sides of conflicts do some good and some wrong. Rationalities of the times and places were different in the past, and opportunities exist in the present for bridging and collaborating. Again, time at the end of each class for group discussion. |
| ID: 226 | A stage production can be written and produced addressing historic events and dramatizing progression into the 21st century in which people evolve to live and work together, retaining their culture and pride in their heritage, while recognizing that things were done at different times that would not be condoned today. There can be a program at schools and libraries for promoting history books. |

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| ID: 226 | Reading clubs that have different groups reading each others' literature and pov, can be facilitated by trained coaches, teachers, therapists who can help navigate the material and reach new understandings. |

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| ID: 226 | Workshops with skits that cast people of one group in the shoes of people from another group can give people a way of loosening their grip on one way of seeing. |
| ID: 227 | Develop exhibits in museums, online, and in schools with recorded interviews of people from past generations (20, 40, 60, 80 yrs ago), from different races, ethnicities and economic classes about their experiences and memories of living in Santa Fe. |
| ID: 228 | I believe the current historical exhibition at the New Mexico History Museum is a good start. It is critical that there are recurring opportunities for Indigenous and Hispanic voices to frame the story of the city's history, mirroring the approach in the excellent curriculum Facing History And Ourselves that I found very impactful and useful as a middle school teacher of the history of immigration to our shores. |
| ID: 230 | Look to the surrounding communities that supported the City of Santa Fe, like Agua Fria Village and La Cienega. The city itself as the Capitol was always La Villa Real de Santa Fé de San Francisco de Asís. The myth of this “Royal City.” Even when it was the Native American: “place of the white shell” in 1100. It was a purely ceremonial and commercial site that the pueblos would meet at and dance, and have a feast day. Why? Because professor Hilario Romero has proven that the altitude only allowed about 45 days less agriculture (date of first and last frost). Not even time to have any crops. So a place of commerce completely supported by the very humble and very hard working Hispanos and Indios. These ancianos, elders and the antepasados are not in the traditional history books. Yet, they built the city with adobes, kept it warm with firewood and fed it. The Santa Fe River should be honored as its lifeblood and protected for the downstream users as Judge Captain Roque Madrid of Pueblo Quemado (Agua Fria) ruled in 1695. These people were of mixed blood and may have been looked down on. Some may have been indentured servants. The Anglo influence on Santa Fe has been to attack the adobe and to change it to Cape Cod-styled-housing as written by the 1880 editor of the New Mexican. The CHART Committee celebrates the Dine (Navajo) people. These were the raiders of Pueblos, Agua Fria and La Cienega. Yet, after the acquisition of horses, the Navajo and Ute, and to a lesser extent the Apache and Comanche, were a constant initiation of military campaigns led against them by Roque Madrid.<br>Even in Josiah Gregg’s book he talks about the Navajo raid on Agua Fria to steal horses. |
| ID: 24 | A public forum and/or roundtable led by representatives from NM tribes; Hispanic leaders or representatives; and Anglo people both long timers & newcomers. |
| ID: 24 | Permanent & identical displays in all of the Santa Fe Museum Foundation group: History Museum, Indian Arts & Culture Museum; Intl Folk Art Museum that weave together the commonalities and differences among the representative Indian, Hispanic, and Anglo populations. |
| ID: 24 | create pamphlets or brochures representing the above populations and make sure all hotels provide these for visitors. |
| ID: 240 | By Starting a series of Lectures by historians |
| ID: 240 | series of newspaper articles |
| ID: 240 | By Listening and publishing Pueblo Historians that the public can easily obtain. |
| ID: 241 | We and the city should actively acknowledge our existence on Jicarilla Apache and Puebloan land. It would be great if some kind of information about this fact was provided in the Plaza |

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| ID: 242 | It would help to have a salaried City Historian who would build a bibliography of credible historical reference material; include the outcomes of the CHART process; and work to fulfill the recommendations of the CHART process that are appropriately assigned to such an office. |
| ID: 242 | The Historian should prepare and deliver presentations on Santa Fe's history for various age groups and backgrounds, and with different foci, |
| ID: 243 | multiple avenues for discovering the roots of Santa Fe. |
| ID: 244 | Create History Parks containing the controversial statues and plaques with historical explanations. Have discussion and reflection centers. Include these parks in school curriculum |
| ID: 245 | PROVIDE FOR OPEN DISCUSSIONS in order that ALL can hear each/others inputs - and be able to ask relevant questions! |
| ID: 253 | I would recommend a series of accessible, seminar-style listening sessions on Santa Fe's history involving historians (I use the term loosely) of all backgrounds. These sessions could cover both human and natural history and would be open to contributions from academic historians, family historians, oral historians, and more. It would create a door for a fuller, more equitable history. Once consolidated and edited, I would strongly recommend taking the conclusions of these sessions to Santa Fe Public Schools or even NM Public Education Department for implementation into textbooks/additions to existing curriculum |
| ID: 255 | We need a public discussion where the Native American, Hispanic, Anglo, Immigrant, and LBGTQ each publish their histories of Santa Fe. I really this would involve written presentations prepared by historians and leaders of each community of no more than 20 pp. and PowerPoints in a series of public meetings where everyone has an opportunity to speak |
| ID: 26 | Truthfully presenting all sides of the historical narrative, rather than eliminating those symbols. Much like the approach of a history museum |
| ID: 268 | Talk with residents of the neighborhoods and areas with ancient and recent histories. Example: Rancho Siringo Neighborhood regarding the historic ranches and the Manhattan Project during WWII. |
| ID: 272 | Use our archives, local historians and locals. |
| ID: 279 | We should promote better evidence about "historical trauma." |
| ID: 28 | Offering Town Hall discussions on a regular basis where community participants of all backgrounds, age, race, ethnicity can meet, converse openly, and share their stories and perspective. |
| ID: 28 | Create a focus group that includes individuals that have diverse backgrounds and experience to work on a community project, come up with a solution to a community concern or need. Include new residents in the discussion and community members that are not normally involved, who bring valuable perspectives and insight as well. |

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| ID: 285 | One of two important methods is one you're doing on November 18--having two historians speak to interested people about the history. Since history, of course, occurs differently for different races/classes/economic statuses of people, the second method would be to find out more from elders within long-standing communities/groups in the area. |
| ID: 298 | Share our stories in culturally meaningful ways that are significant to multiple cultures, using multiple genres. Make these sharing and presentation accessible through locations, transit help, etc. |
| ID: 298 | Specific request: a bus stop at Fort Marcy and a bus stop at Casa Milagro. |

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| ID: 311 | There should be a brief pamphlet hand-out, containing facts about our heritage-and the history of Santa Fe, reflecting only historical truths, that should be given to each newcomer to Santa Fe. This pamphlet, with historical truths and facts, should be the result of meaningful analysis by historians familiar with the traditional culture of Santa Fe. |
| ID: 32 | Develop a proper chronology of the history of Santa Fe. We have a rich written history beginning with Gaspar Perez de Villagra's 1610 Epic Poem, Historia de la Nueva México. There are numerous letters, legal documents, and other statements as well. |
| ID: 321 | interview (or at least directly invite the following to take this survey) a number of residents who have invested themselves in the common good of Santa Fe--social workers, politicians, artists, teachers, service organization leaders and volunteers, church leaders and involved parishioners, law enforcement personnel, long-time residents of Spanish descent and American Indian descent<br>(and others whose family has been in Santa Fe for several generations), and several newer members of the community. |
| ID: 325 | It would be cool if there was an interpretive guide on the plaza. It could be a footpath or something similar that directs people along and tells the stories. It would have to be created by a committee representing all diverse cultures - Indigenous, Spaniard, Crypto/Converso Jews, Caucasian relocatees, recent immigrants. |
| ID: 326 | Encouraging us as participants to take this survey back to our families and even into our social groups is a good idea. We get practice and may get better at understanding and communicating. Then later we can use our growing knowledge of Santa Fe history to ask questions, listen and discuss with people we do not know. I'd like to see a 2-page spread in the local newspapers with all the rich information, not just the pretty stuff, and with a link to an extensive, selected bibliography. Get the libraries involved. Maybe offer a template for how to have our own discussion? |

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| ID: 327 | I feel that it is first important to acknowledge that the history of Santa Fe is complex and that a clear understanding of our history takes time to learn those complexities as well as to understand how various people do naturally have different perspectives on that information. But without knowledge each individual will be handicapped in coming to a fuller understanding. It is important not to limit our knowledge to a simplified version…whether a glorification understanding or a knee-jerk condemnation of our repressive past and/or present. We must learn when we have come together as peoples as well as how we have clashed. One of the ways I suggest that adults and high school students could reach a fuller understanding is by deliberately seeking out the point of view of others. A good place to start is the 2010 book White Shell Water Place, An Anthology of Native American Reflections on the 400th Anniversary of the Founding of Santa Fe, New Mexico. Nearly all of the authors are thoughtful in their writing and do back their statements with historical documents as well as tribal histories. It is very clear that there is no one Native American perspective. Since various Native American tribes had very different interactions with the Spanish colonizers, Mexican troops, and the American military their perspectives do differ. Greg Cajete, about 71, of Santa Clara Pueblo writes that he was not taught an appropriate history of New Mexico including the history of his own pueblo until he went to college. Now he emphasizes the tragic and oppressed conditions as well as the periods of cooperation where his people supported the colonizers against the raiding, nomadic Indians. This is all part of the history of Santa Fe. |
| ID: 33 | The story of Santa Fe has to be known, expressed and celebrated through art, music, language and dialogue - especially in the elementary schools. |
| ID: 337 | Better access to historical museums. |

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| ID: 342 | Promote culture learning with digital platform. kids, teens and adults can use interactive learning |
| ID: 342 | Publish information booklets about the New Mexico History/Native Americans |
| ID: 344 | a kid friendly book about santa fe. Or a kid friendly program, and musims. |
| ID: 345 | maybe a kid friendly website of the history of new mexico for 6-12 |
| ID: 345 | maybe also a new mexican museum and maybe a video game for xbox,pc,ps5.ps4,nintendo switch,phones and tablets but dont sugar coat it just because were kids but dont include vilonce plzz i want this to be a game for kids and teens |
| ID: 346 | A kid friendly history book about santa fe. A kid friendly website. text information. |
| ID: 347 | A kid-friendly book about Santa Fe. A kid friendly website Text/information and pictures appropriate for kids ages 6-12 years old. A kid friendly history museum dedicated to Santa Fe... interactive displays, sounds/music, pictures. |
| ID: 348 | A kid friendly website ages 7-12 years old. museums that show old history . Digital game devices for apps or websites . Games that give history like citizens or like how they use to dress back then. |
| ID: 349 | A kid - friendly history book about Santa Fe . A kid - friendly website Text/ information. |

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| ID: 350 | A kid friendly history book about Santa Fe. A kid friendly website text/information and pictures for kids about 6-12 years old. A kid friendly history museum , dedicated to Santa Fe . Interactive displays, such as games about the history of Santa Fe. |
| ID: 351 | More history books about our Santa Fe history. Also a kid-friendly museum about Santa Fe history and games about our Santa Fe history on like playstation Xbox and other consoles. |
| ID: 352 | A kid-friendly history book about Santa Fe. A kid-friendly website . text /information and pictures appropriate for kids ages 6-12 years Fe....interactive displays, sounds/music, pictures , digital games- on gaming device apps, or website. We would like the true history of Santa, Fe please do not sugar-coat just because we are kids. |
| ID: 353 | a kid-friendly history about santa fe. A kid friendly website.6-12 a digital game for nintendos witch on gaming devices or on the app store on apple or android.free as well |
| ID: 354 | a kid friendly history book about santa fe a kid friendly website text information and pictures appropriate for kids age 6 12 year old a kid friendly history |
| ID: 355 | Statues to show the history of Santa Fe. A kid-friendly website (10-18). Games to show the history of Santa Fe. |
| ID: 356 | a kid friendly game are websites for 6-12 years old on xbox. |
| ID: 357 | A kid friendly history book for Santa Fe.-A kid friendly wedsite. Digital games - on gaming devices. |
| ID: 358 | A kid-friendly history book about Santa Fe. A kid-friendly website. Text/information and pictures appropriate for kids ages 6-12 years old. A kid-friendly history museum dedicated to Santa Fe...interactive displays, sounds/music, pictures. Digital games - on gaming devices, apps, or websites. We would like the true history of Santa Fe, please do not sugar-coat just because we are kids. Free as well. |
| ID: 365 | Create a basic timeline of the history of Santa Fe. Read that timeline as if you were Native American. After assimilating that perspective fully, read the timeline as if you were descendants of the Spanish settlers. Then read the timeline as Anglo. Finally, read the timeline as recent immigrants to the area. Although these viewpoints conflict over certain events, they aren't competitive; they are Santa Fe. Our multicultural history is a strength and should be celebrated as such. |

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| ID: 369 | The city could sponsor a series of public lectures, which would also be recorded, televised, made available on Zoom, etc., and invite historians and speakers of different backgrounds to inform the public about our history. |
| ID: 371 | Replace statues, obelisk, plaques, historical markers etc., with explanations of their original establishment and the relationship to today's changing times. The message is: how we came to today's perception of progress. |
| ID: 375 | Create a public committee consisting of historians, anthropologists, social scientists, professors and classroom teachers, to spend a year meeting occasionally to develop a revised social studies curriculum for SFPS. SFPS should be required to adopt the product(s) of the public committee after a substantial public process that would invite comments from all members of the community. |
| ID: 379 | the Santa Fe Plaza should have a blank exhibition area that allows for revolving (monthly, bi monthly) art or other installations that present these specific and other viewpoints or interpretations. |

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| ID: 386 | 1. Enlist state and city historians as well as recognized authorities from various city populations to develop a concise list of academically-reviewed and -supported sources. 2. Form a committee to review and distill this material into the shortest practical document. 3. Distribute this information through all possible media. 4. Develop a series of fora (again, using all relevant media) for facilitated community discussion to work toward shared understanding of contributions made to the city by the various communities. |
| ID: 388 | Community events celebrating and teaching culture and history. |
| ID: 39 | Start with the history of Ohkay Owingeh.and later the history of White Shell Water Place. |
| ID: 390 | compile a list of the already many written histories of Santa Fe. A few years ago a series of lectures on various aspects of SF history and life were held at a local hotel— Hotel Santa Fe |
| ID: 396 | A continuing series of articles about key aspects of the city's and area's history could be placed in local newspapers, especially The Santa Fe New Mexican and Santa Fe Reporter, and perhaps also the northern NM version of the Albuquerque Journal. |
| ID: 40 | Oral histories of elders/Read rigorous histories of both Santa Fe and New Mexico |
| ID: 413 | Teach in the schools, have community dialogue w local peoples, keep out of state rebellious instigators out of the Santa Fe community. We were peaceful before they arrived. They hit and run. Listen! Hire a local respected community leader to moderate. |
| ID: 42 | add a plaque to original art work explaining the art and now that we know better we have and will do better |
| ID: 429 | Consider collaborating to create a special edition of a publication such as Green Fire Times, which is still widely distributed in print (and online) around Santa Fe, central and Northern New Mexico. The many intersecting historical narratives could be illuminated and it would give people something to contemplate. It could be a platform where the different constituencies can publicly have their say. Green Fire Times has offered to do this. |
| ID: 43 | Teach what actually happened. Teach about the differences in culture and groups, the Spanish and natives. Teach how people suffered. |
| ID: 44 | Good didactic displays in the history museum; lectures open to the public; monuments stressing the diversity of our region, not honoring the conquest and subjugation of one peoples over another. |
| ID: 46 | We need to have discussions regarding statues, memorials, museums, monuments and all other stuff that matter in our community. Having serious discussions about what went on and how we have over come these things to live in harmony. |

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| ID: 48 | the past is only useful in the context of our current situation. It will help explain how we got to our current situation and what we can take from the past to continue to grow and what we can eliminate from our behaviors to better our community. |
| ID: 49 | Have community workshops that Native Santa Fean's facilitate. Have documentaries at the Theaters. Have City Meetings raising awareness. |

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| ID: 51 | scavenger hunts are popular for tourists and locals alike, competitions for art and stories reflecting Santa Fe NM history, tribal, hispanic and anglo historic expert panels and videos for SFPS |
| ID: 53 | One aspect of this process is to help people WANT to gain a fuller understanding of Santa Fe history. Look for ways to engage people with stories. These can come through different formats...memoir, poetry/expressive writing, film, biography (I'm thinking colorful personalities...Governor Lew Wallace...the White Sisters...Allan Houser are some that come to mind. Video artist Robert Drummond did extensive research for an art project that projected the image and voice of a dozen unknown but wonderfully colorful historic New Mexicans from the second floor windows of the Catron Building 7 or 8 years ago. You may be able to find him through the SF Arts Commission. Images will be key...documentary photographs, paintings that reveal cultural and natural history. |
| ID: 54 | Speak with elders from Cochiti, Santa Clara, Santa Domingo, Tesuque, Nambe, etc. Bring in many historians, and include Howard Zinn's collection of stories of our city. |
| ID: 56 | Read the works of Pedro Ribera y Ortega and Fray Angelico Chavez and speak with Msgr Jerome Martínez y Alire. Also speak to Juan Casillas of Ohkay Owingeh Pueblo |
| ID: 58 | By having opportunities to listen and honor the stories and story tellers. More than markets and parades, actual visits in the schools, churches, libraries, common places. Pop up sharings in Walmart parking lots, etc |
| ID: 59 | More appreciation of our Pueblo values and history can and should be encouraged. |
| ID: 59 | A Southside 'Plaza del Sur' would be a great way to allow for more understanding and experience of more varied cultures living here. |
| ID: 6 | Understand why historical buildings and markers are there and why. |
| ID: 64 | I'm sure that written records from various viewpoints exist. If a summary booklet could be created, it should be distributed both via tourist outlets (which also distribute maps and 'to do' booklets) AND to the general population via Pasatiempo special edition. |
| ID: 68 | Put out a call for people -- making sure to include everyone (tribal representatives, educators, students, scientists, artists, retirees, historians, curators, everyday folks...everyone who may have relevant stories and information) to share their stories whether written or otherwise recorded and start a repository where anyone can access this information. |
| ID: 68 | compile a factual, date-based historic timeline and then place some or all of these stories (links) on this overarching historical timeline. |
| ID: 68 | Create virtual and in-person "exhibitions" of the history that can be accessed (and added to) by anyone |
| ID: 68 | Develop a series of talks, conversations and presentations to share and discuss the history and stories, and have story contributors as guests and/or panelists. Roll out all of this into our schools and other public facilities for even greater access |
| ID: 68 | Create a Santa Fe history course with syllabus that can be taught/shared in schools and online. |
| ID: 70 | A series of signs positioned around the Plaza with short stories about the history would be helpful. |

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| ID: 74 | Present the full historical context of any statue or similar public display ( written by a PhD history professor specializing in NM, Spanish colonial, Mexican studies, immigrant studies, Jewish studies, Indiginous studies or other specialty appropriate to the object) so that people can be educated. |
| ID: 75 | We can produce facilitated 'Listening Circles" where people have a certain number of minutes to share something about their history or culture that they love, or something about their own culture that they feel was a mistake. We can bring people together in the Plaza for 'speed dating' events where each takes turn telling the other about their view of a certain historic event, and then they can talk it over. There can be some prepping guidelines for this. This can and should be not only about our own cultures, but well-known examples from other places and times. We can create campaigns to encourage people to make an effort to meet someone out of our customary group, once a month, and get to know each other. |
| ID: 79 | Properly curate statues and monuments. Start by reading James Loewen's Lies Across America, then follow his advice |
| ID: 79 | Make known: many indigenous peoples often were at war, the conditions that led to the Pueblo Revolt, the Spanish reconquest of 1692 was not peaceful, the Confederate and neo-Confederate lie called the Myth of the Lost Cause. Publicize: the internment camp for Americans of Japanese descent, how Polk started the Mexican War as a land grab that led to the American takeover of the southwest. |
| ID: 8 | Youtube, booklets, history museum etc |
| ID: 80 | Provide grants to Native American owned businesses around and near the plaza, encourage new native-owned/employees businesses. |
| ID: 80 | Create more tributes to a variety of historical persons and events, change street names, erect statuary/art around town reflecting diverse history. Install a Pope or prominent Indigenous statue on lower Cerrillos where most people enter the city. More visibility of women and women's history. |
| ID: 81 | Perhaps rotating exhibits at the Convention center to highlight different groups would acknowledge our diverse cultural landscape. |
| ID: 83 | Community panel discussions with historians and experts who can tell the truth it's much encouraged. |
| ID: 85 | I would like to see antique-looking plaques around Downtown SF and the Plaza with simple verbiage showing the timeline of Peoples living here along with snippits of their history. Nothing overwhelming |
| ID: 85 | more from the Native perspective |
| ID: 86 | Emphasize our links to indigenous Mexico and Chihuahua through the Camino Real del Adentro. |
| ID: 86 | Educate visitors about the Mexican-american war. |
| ID: 86 | Greater focus on the presence of Pueblo nations |
| ID: 89 | Hire historians to cultivate a community curriculum. |
| ID: 89 | Dr. Timothy E. Nelson is the first historian to deliberately research and cultivate New Mexico Black History. |

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| ID: 96 | Support diverse perspectives of history education in the schools, even for the youngest students, presented in the form of storytelling, music, dance and other arts. |
| ID: S1 | Invite people from the original Pueblos to talk about their experiences and the history they know |

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| ID: S1 | Use books written and films created by Indigenous people, Mexicans, and professors of university programs such as IAIA, UNM, MNSU, etc. who know and study history. |

**Recommendations: How can we build healthier relationships while acknowledging our differences?**

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| ID: 1 | It's wonderful that we have separate focuses for different groups such as the weekend focused on Native Americans for the Indian Market, and the weekend for the Hispanic Market, but it might be helpful to also have more events with blended cultural experiences and ways of presenting how various cultures express similar values, ideals, activities in different ways. Especially we should help children understand the beauty and goodness in each culture, and how to understand that difference are to be valued and celebrated and not one chosen as better over another. It is important that we also emphasize the beauty of other cultures that are underrepresented in our community. We will have to listen to each other more with open minds. We must address healing old wounds that haven't been adequately acknowledged. We have to be willing to be open minded and truly recognize the concerns of each of the cultures in our community. |
| ID: 101 | develop neighborhood associations and use them to host cross neighborhood events. |
| ID: 104 | Ideas to place plaques explaining why a monument was erected with points of view from those who support the monument and those who are offended by the monument would be better than removing monuments. |
| ID: 107 | Use the faith communities to establish a calendar of these celebrations, and provide annual studies in their specific community of the other communities. City Hall needs to remain "agnostic" while still offering equal support to all. |
| ID: 109 | Be sensitive to economic and market forces that are pushing out the presence of older, traditional communities and structures and counter them with incentives and policies that allow them to survive and thrive. |
| ID: 109 | Through monuments, interpretive signs and exhibits, cultural programs, and events/observances and in educational curricula: cultivate an acknowledgement and honoring of cultures, histories, current stories, and traditions that is well-balanced between the Indigeous, Hispanic, Anglo and other cultures. For events like Fiesta, have a governing/managing body that has balanced representation and involvement from the Indigeous, Hispanic, and Anglo cultures |
| ID: 110 | Start by an acknowledgement of the basic history, and beyond that make opportunities equal everyone. Also education is the key to moving forward. |
| ID: 110 | Any cultural element, like a monument, festival, or celebration that allows an oppressive act to memorialized--like the obelisk or the Entrada--should be banned. |

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| ID: 115 | Put indigenous people in positions of power |
| ID: 121 | Another important part of that dialogue is an exploration of the use of language. In one recent discussion, for example, a priest talked of mission but then a Rabbi shared how that term is very negatively loaded for the Jewish community. The same words mean different things in differing communities, and their meanings should not be assumed. In short, we can achieve this by creating a shared vision, by allowing everyone to be an expert in their own field and not in the field of other people, and by approving a communal understanding of appropriate terminology. That vision needs to be sustainable, inclusive and just, and must be borne of desire to learn from each other instead of protecting our own previous legacies at the cost of other people's rights. |

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| ID: 121 | The Interfaith Leadership Alliance of Santa Fe exists for exactly this purpose. To achieve this, ...first create a common connection ...[for example] religious organizations with a shared vision of improving the lives of Santa Feans. After that, ... explore how [groups] differ in ... approaches to that vision. In ... book group ... ask the adherents of the religion being studied to share their thoughts of the chapter, and then those who were not adherents of that religion only got to ask questions. This was an important and deliberate process so that ...[the groups].... acknowledged who had authority on a topic and who did not. ...[Do] not speak on other people's behalf. |
| ID: 123 | round tables that promote similarities and discuss differences and ways to be accepting of different points of view. |
| ID: 131 | Hold face-to-face sessions with a mediator between groups who are at odds about issues. |
| ID: | Acknowledging past harms and a plan to do better |
| ID: 134 | Representation for different groups in aspects of city life and planning |
| ID: 139 | I suggest getting people together from different backgrounds to obtain perspectives. Have a significant round circle with those with the most debate. Have smaller groups. Have two people meet to discuss who they are and their stories, i.e., Native Amercian meets with a local Hispanic, a religious person meets with someone who used to be in a gang, a senior meets with a young person of color or transgender etc.... I would also interview people who are incarcerated as part of the process. |
| ID: 142 | To build a healthy relationship starts with the a mayor apologizing in a public platform for allowing an open attack on Hispanic community members. |
| ID: 144 | A series of lectures with panel discussions afterwards |
| ID: 144 | Santa Fe's Fiesta could do more outreach to the community |
| ID: 144 | more outreach for pueblo feast days or education tours of pueblos. |
| ID: 145 | Maintain clean and healthy public spaces with shade in all parts of town. Rose Park and public libraries are great examples. |

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| ID: 146 | Implement universal team building activities and have a zero tolerance policy regarding the us-and-them attitude. |
| ID: 148 | Last week the Pope Francis apologized to the world for the crimes done by the church during la Conquista. Local descendants of Spaniards need to come to terms with the harm that was done by their ancestors and their faith. We should have the Knights of Columbus read Bartolome de las Casas in public. |
| ID: 149 | Work on a be kind campaign. |
| ID: 15 | Create a great number of small groups that agree to meet many times over a period of months. Select representatives from larger groups (Hispanic, Anglo, Native, different ages, etc.) and provide an experienced facilitator for each. The facilitator will use the early sessions for building trust/community and teaching respectful communication skills, and then will step back and let the group exchange their stories. CHART could provide topics for the meetings. |
| ID: | 1) Publicize personal anecdotes of historical context drawing attention to occurrences i) when the trials and tribulations of common folks are shown to be culturally equivalent or ii) when cultures provided mutual support in an uncaring world/environment. 2) Laud the complementary attributes brought different cultures and hi light the times when the sum is greater than the parts |
| ID: 154 | Reduce the militaristic aspect of policing and replace it with community service workers-visible, in the streets, with actual resources-like food and water. Not weapons and flak jackets and million dollar vehicles. Open forum in open spaces not old elite theatres. Get rid of white male developers who just want to continue to sell off native lands. IMPROVE EDUCATION AND CHILD CARE. Teach good manners, communication, and civility in public affairs. |

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| ID: 157 | Getting to know people better through facilitated dialogues and community projects like acequia clean-ups, mural projects, etc. |
| ID: 161 | By sharing in cultural celebrations and pastimes that are fully informed and supported. |
| ID: 183 | Require cultural training for all government employees, on an ongoing basis. Encourage businesses and schools to do the same, providing printed materials with references. Or Youtube videos, etc. |
| ID: 183 | Train law enforcement and utility professionals in neutral communication styles. Have folks trained in mediation skills assigned to public forums, school boards, city council, state government, city government. |
| ID: 185 | Demonstrate this type of a dialog, in public, between respected leaders. offer opportunity for small group conversations with persons who consider themselves different from each other. Establish community exposure days with local groups, tours, movies +discussions. |
| ID: 186 | It should be mandatory, especially in New Mexico, for students in schools to keep a gratitude journal. |
| ID: 190 | Perhaps start a column in the New Mexican from CHART members and invite comments |
| ID: 191 | By making events and opportunities more inclusive to our Hispano, Native American and immigrant populations and less Anglo-centric. |

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| ID: 191 | have more of an eye to marketing to LOCALS instead of just the wealthy tourists and transplants. |
| ID: 195 | begged, borrowed or stolen roles as leaders or big shots, just folding chairs and homemade food and no talk of money with lots of children running around reminding us we are doing it for them. |
| ID: 196 | I think that only happens when people with different backgrounds, history and perspectives get to know each other. I think the Cafe Conversations https://thecafe.org/cafe-conversations/ offer a model to start. |
| ID: 2 | Perhaps starting with a "tourist" perspective would be a good beginning. Displaying food, music, cultural items (like dress), etc., is non threatening and can therefore be a welcoming action. However, we need to almost immediately go deeper than that. Could we have these activities on the Plaza? This is where we can come together. This is where we all feel pain right now. |
| ID: 200 | By re-building the obelisk to honor civil war soldiers |
| ID: 201 | SF has many different but separate events celebrating Native American, Spanish and Anglo cultural contributions to the history and culture of the city. We need to have more, specially joint events that simultaneously celebrate these cultures and the heritage of coexistence that is New Mexico. This heritage should be celebrated throughout the city, designated public spaces, neighborhoods and parks, not just in the historic center. Make it present! |
| ID: 207 | more cross cultural dialogues - including creative engagement |
| ID: 209 | Find COMMON GROUND, shared values, appreciation and history. Acknowledge that we all share certain things. Work with museums to be more open, responsive, proactive, and imaginative. Reexamine downtown parking meters. |
| ID: 212 | Facilitate community learning circles where people can be heard. The more community connections we have, the healthier our relationships will be. |

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| ID: 213 | We need to support both hispanic and native people from the area in becoming educated about city processes, and encourage them (support them financially) to build Santa Fe different. This may mean subsidizing housing for native/local people to get educated while interning in a city department (preferably planning, or housing and human services). We need to involve them in the process of rewriting city land use codes. We need to have a program to keep some people from Santa Fe in Santa Fe. We need to have youth employment programs IN and FOR THE CITY, so that the youth are invested in making the city better, and have something gainful to do besides school. The locations for these need to be on a bus line, and some should be in the South part of town. These programs should focus on getting youth from as wide a spatial spread as possible. They should also be associated with "invite your family" celebrations, award ceremonies, or events after the program has been in place for a while so that engaged youth encourage their families to take part. These events should encourage public discourse and bonding (games? Also food, so that people's blood sugar and emotions are managed from a physical aspect). For every European holiday (fiestas), we should have a native holiday equally as important (if city staff get time off for one, then the other too for example. If the city spends x dollars on a parade for one, then it spends x dollars on something for the other). |

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| ID: 214 | Teaching critical race theory will go a long way in assisting everyone in understanding current beliefs that have led to divisions among the different ethnicities living in NM. Presenting public lectures (free), films, and public forums to discuss the beliefs that currently exist. Each of us tends to link our identiy to out beliefs, and when these beliefs are questioned or challenged with an alternative narrative, divisions often occur. It is essential that documented, sourced, and accurate historical facts be presented along with forums that encourage exploration of accepted historical beliefs. |
| ID: 219 | Build into k-12 curricula accurate and comprehensive stories of SF history, including stories written and performed by all of the cultures represented in SF. |
| ID: 223 | Involve Rob Martinez, New Mexico State Historian, to facilitate fairness. |
| ID: 225 | Southern Poverty Law has excellent tools for teaching tolerance and encouraging youth to learn about others. Their programs are a good place to start to look at teaching about others and establishing a norm of common good for our community. |
| ID: 226 | Listening circles with talking sticks, where everyone has a chance to express what is important to them, can be a way of seeing other sides. Rounds and rounds of listening to mixed groups of people express their pride and meaning, can lead to more empathy. Taking mixed groups into nature to cook and build huts together and walk and discover can give people a way of overcoming prejudices, and owning our strengths. |
| ID: 227 | Focus on maintenance of and creation of diverse neighborhoods and meeting places - then the relationships are organic, as opposed to the need to fabricate them in a segregated society. |
| ID: 230 | Allow for history forums and media that the youth will be reached with (social media, videos, QR codes, etc.). Celebrate history as a tourism draw. We already have a tourist campaign focused on eco-tourism (skiing, hiking, biking, fishing)---move it to “history-based tourism” also. |
| ID: 230 | Honor people like former State Historian and professor Hilario Romero, who of mixed blood understands the blessings of a multicultural approach.<br>“income inequality” must also be addressed. Sustainability and quality of life must be a part of |
| ID: 230 | Long Range Planning (that office in City government has been eliminated in 2019).<br>Congruently, the City government must work closer with the County Government to get all their services done. Things like the City-County Regional Planning Authority have not met since 2009. |

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| ID: 238 | Have more education online classes about different diverse groups that we can attend. From transgender and sexuality issues to hearing from different peoples to share maybe focused on a particular topic. |
| ID: 238 | Maybe learn about different cultures through food. food often brings people together. |

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| ID: 239 | Open meetings with an agenda and rules so it doesn't go off track. A FOCUS group of the various groups/cultures. In order for people to speak up and be vulnerable, they have to trust the others. Once they have built that trust, they have to be open to state their minds/opinions without any negative feedback. THEN and only then, after you have trust and productive conflict, can you have full commitment and accountability from everyone. All of this, ends with positive results. The Five Behaviors - read about it! It will help get you started. |
| ID: 24 | Create "reach out" programs in all elementary schools to help children learn from their early years the commonalities and to respect the differences among our mingled populations. |
| ID: 247 | Keep a separation between church and state. Remove the 10 Commandments monument from Fire Station #3 on Cerrillos Rd. |
| ID: 248 | We need conflict resolution skills to be taught and modeled as well as how to listen to each other at a deeper level. |
| ID: | Through thoughtful deliberation of issues—monuments, housing, transportation, policing, education, water, climate change, etc.—involving more or less proportional numbers of people from all demographic groups with a stake in the issue, who meet together with the help of facilitators and expert consultants as needed in a setting structured to encourage respectful listening and speaking and openness to learning from rather than winning the argument with those with different viewpoints. It would help to have an assigned task for the entire group: for example, finding common ground on the basis of which the group as a whole is asked to make recommendations for actions by the City's Governing Body. |
| ID: 25 | create specific paid government positions to address this exact question as this sort of reconciliation and healing process requires a level of expertise that most people (myself included) do not have. At the same time, all of us as individuals must take responsibility for doing the work of learning more about colonization and white supremacy - providing programming for this in the community is important |
| ID: 25 | provide and resource spaces for marginalized communities to gather safely while also providing integrated spaces to build trust and relationships and reduce otherizing. |
| ID: 253 | I would recommend a series of accessible, seminar-style listening sessions on this topic as well. Right now, Santa Feans are expressing our differences with anger because nothing else has made an impact. Perhaps the listening session participants could be nominated by their peers? They could come from different sectors - schools, cultural groups, business groups/chamber of commerce, various nonprofit sectors, etc. It would probably be best to bring long-time locals to these sessions, because they understand the city's attitudes and history. |
| ID: 255 | There needs to be a series of mediated public discussions of where everyone's (historical, culture, economic, etc.) grievances are aired. Out of that, hopefully, that can lead to an agreed process and actions that will be undertaken by a cross section of the community around joint participation and public events and public art (broadly defined) that honor everyone. |
| ID: 257 | More block parties in different neighborhoods. Rotating the neighborhoods. More historical wayfinding in neighborhoods. More walks and story time. |

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| ID: 27 | Assemble a group of 10 or 15 people from diverse social, economic and cultural backgrounds.<br>Pick an event, such as the Entrada of Juan de Onate, or the Pueblo Revolt, or Mexican Independence, or New Mexican statehood, or the traditional Fiesta in Santa Fe. Or pick a place, such as the Cathedral, the Obelisk and the Plaza, the Palace of Governors, the Santa Fe River, the Village of Agua Fria. Ask each participant to relate a story that they grew up with about each of these events or places. |
| ID: 279 | First is to acknowledge that we are all human. Then, support cordial public dialogue and discussions with non-biased mediators. Invite impartial news outlets to report the facts of the dialogue. Expose state funding that SOLELY supports only those groups who keep a biased agendas and aggression. |
| ID: 284 | We need a clear, unbiased, statement of Santa Fe history. We also need a document showing the recent contributions to Santa Fe of all persons. Again, this needs to be as unbiased a document as possible. |
| ID: 289 | Experience the foods, spiritual and religious practices, arts and crafts, cultural festivals etc. Rub shoulders, break bread with others outside your normal circle of friends and family. Probably best to keep "politics" out of the discussion for developing civil dialogue, at least at first. Getting to know people on a personal level, their own history and story, is the best and first way to begin. We are all human beings in the world sharing many commonalities as well as differences. |
| ID: 294 | Return de Vargas statue to the people of Santa Fe! |
| ID: 30 | Replace conquistador memorials and events with memorials and events that celebrate Hispanic forebears who did positive and beneficial things. Have events, such as meals. dance exhibitions, music that involve members of all communities but especially Hispanic and Native American, since the hostility is greatest between those two. Outreach to churches that bring different groups together. Outreach to young people in all groups, such as by bringing them together to perform modern takes on traditional music or art. |
| ID: 306 | Real estate agents need to be told to stop "red lining" neighbors. Families of former inhabitants of the old East Side invited to return to relatives houses on Canyon Rd, Acequia Madre, Camino Monte del Sol. I would host an event. |
| ID: 311 | The City of Santa Fe should sponsor a "Meet Your Neighbor," function(mixer) at the Plaza, or something similar to that, at least twice during the year, with free pizza or hamburgers, and soft drinks for everyone. |
| ID: 316 | Can colonizers and the colonized/conquered get along? Do you see large segments of Pueblo people living in the city? Can we acknowledge the influence of the other cultures in ourselves? We see it in the foods of northern New Mexico. Maybe it needs to go beyond acknowledging differences and look for similarities. Maybe we all need to take the ancestry DNA test. |
| ID: 321 | There are many cultural events that take place already in Santa Fe. Ask organizations that sponsor these events to reach out to people who might not ordinarily attend such events. At some point during the event, invite a respected member of the community to speak about the event and the cultural group that it represents, inviting the whole community to support this group and to value its contributions. |

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| ID: 322 | Integrating "inclusion" into all City services and law enforcement, while also increasing salaries.<br>This takes $. Discuss with state and county representatives ways to increase tax revenue. Perhaps tax second, or non-primary residences in Santa Fe? Having more owner-residents and reducing investment properties (or at least generating more tax revenue from them) might help. |

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| ID: 326 | We probably need to find some little spot of common ground - which I believe is always possible — and then listen to each other's stories with interest. Then we need to ask questions about what we feel as well as what we think. We usually need Robert's or Roberta's Rules of Order to help us -- or at least some guidelines that we can all pretty much agree to use. We need to be able to state our case. We need to see the value in listening. We need forgiveness and patience and time for insights. Sometimes we REALLY need to laugh together -- what is so funny??? Laughing together pushes away cloying distrust and mistrust. We may need more times to get to know each other. |
| ID: 327 | I am very hopeful that an opportunity to meet together to learn more about our history and to discuss our feelings about that history is a good place to begin. I do feel that it is important to have an “it” as a basis of for discussion. That “it” can be a writing (like https://estevanraelgalvez.medium.com/centering-truths-not-so-evident-9573b344d1e6), a video, a news item about an event, or a historic document. I feel that it would be less helpful for folks just to state their points of view so the lines are draw. Still it is important that people have a chance to talk about their personal experiences with the history of Santa Fe as they have lived it and those opportunities must be available. |
| ID: 33 | Open discussion where everyone can say what they need to express (without being offensive or bullied) Team building for a small city minus the ropes course or playing charades.Conversations in different parts of the city in every language needed to fully respect all we are. We can have an art installation on the plaza where people express what they need.want to about their heritage. Myopia serves no one - only honest and open dialogue can have each see another's point of view. We can only build healthier relationships if we want to build healthier relationships. Engaging those who are emotionally tied to the past and their own point of view will be the hardest to nudge along. A local talk show dedicated to the fabulous history of Santa Fe with guest speakers perhaps. |
| ID: 342 | 19 Pueblo tribal involvement, lessons and learning activities. Culture awareness through council and chamber. Put learning interactive lessons at public locations. |
| ID: 343 | A food festival in the summer for them to make their food and they could all be friends and not fight because of their different colter👍👍👍👍👍👋 . |
| ID: 344 | hold a multicultural food organization so that people can learn about different culture’s foods. and we can make a food drive with different foods. We can also try to make these free of more affordable to the community |
| ID: 345 | we can make a multi-cultural festival to try food of different cultural and also a social club in the festival to get to know each other in new mexico |
| ID: 346 | hold a multi cultural food festival in the summer in an area of town that has plenty of parkings |
| ID: 347 | Hold a multi- cultured food festival in all areas of town that has plenty of parking and bus access. Create a space for a social club. Events that celebrate many cultures. Make these events affordable for all community members. |

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| ID: 348 | We should bring people or visit people to taste their food and different stuff we never had before. Make event affordable for the community |
| ID: 349 | food from cultures |
| ID: 350 | Hold a muiti-cultural food festival in the summer in an area that has lots of parking and room for buses and space for children to play. Create a social club. |
| ID: 351 | Make a social club for people from each culture to know each other and get along like friends |

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| ID: 352 | Hold multicultural food festival in the summer in an area of town that has plenty of parking and bus access. Create a space for social club. Events that celebrate many cultures. Make these events affordable for all community members. |
| ID: 353 | Hold a multi-cultural food festival in the summer i an area of town that has plenty of parking and bus access. |
| ID: 354 | hold a multi cultura food festival in the summer in an area of town that has plenty of parking and buss access create space for a social club at the festival or a permanent place for a multicultural social club events that celebrate many cultures makes these events affordable for all community members |
| ID: 355 | Hold a multi-cultural food festival in the summer in an area of town that has plenty of parking and bus access. |
| ID: 356 | hold a multi-cultural food festival in the summer in an area of town that has plenty of parking. |
| ID: 357 | Hold a multi-cultural food festival in the summer. Create a social club so we can learn about each other. Events that celebrate many cultures |
| ID: 358 | Hold a multi-cultural food festival in the summer in an area of town that has plenty of parking and bus access. Create a space for a social club, at the festival, or a permanent place for a multicultural social club. Events that celebrate many cultures. Make these events affordable for all community members. |
| ID: 362 | Have an even amount of representation from all . |
| ID: 363 | perhaps getting people to get together and share our family's past history. |
| ID: 365 | Listen, really listen, to the quiet people. Being passionate isn't being right; it is simply being egotistical about being representative. Loud voices and aggressive actions only convince others you are disrespectful, which undercuts the power of your point and makes for reaction, not understanding. How to listen to the quiet people, how to hear many perspectives before making decisions, how to act and not react, those skills are a constant process that used to be the basis of democracy. Maybe Santa Fe needs a town meeting structure, like towns in New England. |
| ID: 375 | There are many good programs in SF that help kids learn about all kinds of stuff. Those programs, whether from SFPS or other institutions, should be funded more generously. If they are not already included, studios that teach martial arts should be eligible to compete for |

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| ID: 377 | Be honest about the past. Realize that part of the issue is common to Western civilization: there are castes in all cultures and between cultures. Get over it. If we can be honest about both the good and the bad in the past, we will be better off. It's also time to put commemorative "historic" statues all together in a dedicated historic park, with information about why we commemorate these people, what they did, and the historic context in which it took place. A statue of Oñate is fine, as long as it includes information about his recall to Spain because of extreme cruelty to Natives. |
| ID: 384 | have the city publish in paperback this history that hopefully will be lively written, concise, and truthful in a broad "non-woke" sense avoiding a tediously and guiltfully political correctness that would prove off-putting to many. Something around 80 pages or less since anything longer would defeat the purpose because many would not read a longer text. |
| ID: 385 | By developing narratives from the population groups involved: appoint historians to committees representing each population group and have each of them summarize a presentation about their group's complaints about other groups activities. |

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| ID: 386 | Conduct learning workshops (again, using all useful media) to teach citizens fundamental principles of social cooperation and compromise. Identify leaders from Santa Fe's various demographic groups to help the process. |
| ID: 393 | Talking about different cultures with them and showing them how different cultures do different traditions |
| ID: 396 | For all local activities related to the area's history that are sponsored by the City of Santa Fe, all organizations and groups devoted to aspects of or perspectives on that history can be invited to participate in planning the events.<br>Not by eliminating art and monuments and statues, but by leaving them and making sure they |
| ID: 398 | tell the entire story from all aspects. Add additional plaques or even other statues to explain all sides. |
| ID: 401 | Again we should amplify diverse voices and recognize past wrongs. We should not cover up our faults nor valorize those who did harm to others. We should create new stories and monuments together that represent who we are now as a richly diverse community rather than what we were. |
| ID: 405 | Stop allowing the illegal destruction of artifacts and statues. |
| ID: 406 | Have Madrid rule. Remove the mayor's money, influence and explain his actions, agenda and demonstrated |
| ID: 408 | rhetoric and prejudice against leaders in this movement to balance the scale of misinformation. Remove his insulation from appointees doing his dirty work in city government in the name of law, safety, protecting and and serving the public. Make it mandatory that his agents, appointees, contractors and others provide transparency and be required to attend all CHART public events. |

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| ID: 418 | Encourage Spanish speaking around town. Spanish natives also can guide us toward more unity. They seem to also want to tell their history (de Vargas and queen stuff. — no one needs that anymore. It just perpetuates division. My way is better than your way. No, not anymore. We are ALL in this history together. Let's embrace it! Spanish and pueblo days. Spanish and pueblo and other artist festivals together. Separate too. But also a day or two of unity on display. |
| ID: 419 | Getting together individuals from diverse backgrounds, experiences and points of view for frank open, respectful conversations. Agreeing that it is o.k. to disagree without being disagreeable. |
| ID: 421 | In Santa Fe we have many organizations that help build community. For example, the Santa Fe Conservation Trust sponsors walking programs for all ages. It would be great for Chart to partner with organizations in Santa Fe in addition to carrying out Chart's mission. For example, the Santa Fe Botanical Garden has an horno and sample gardens that define multiple cultures that could be used to bring people together and learn something about differences and strengths in our relationships. Another idea would be to partner with the Santa Fe Public Library and have a book club with relevant reading suggested both by Chart and people of the community. The book club could meet online and in person. |

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| ID: 422 | While CHART is a project of the City of Santa Fe, it's not owned by the city, but its citizens should own it. Therefore any effort should focus on engagement and inclusion. The project is called CHART, an acronym that includes just one action word – Reconciliation. If you want to reconcile anyone, you need to know what needs to be reconciled. You need to know the people, what moves them, and what makes them want to be in Santa Fe. The pre-step of reconciliation is knowledge and acceptance of who we are. Santa Fe is already a city with many faces. It is multicultural and embraces many cultures. Its history is rich and long before becoming Santa Fe. So the first question we should ask ourselves is, who are we? At the same time, the process has to be embraced by all cultures together or separately then shared to stimulate cross-learning. While I could go on listing what should be done, I would instead like to list what I would like to see: • City-wise events that include discussions/talks, performances that are engaging, and educational workshops, cooking demonstrations of all foods, intro to all local languages (Tewa and Navajo and old spanish), • Posters of Santa Feans saying what makes them be Santa Fean. • Street names include the original names of places in Tewa, or other languages that apply. And in some cases, streets and places should be renamed to raise awareness of their origin. • Santa Fean market/festival/day and not just Hispanic and Indian – the concept of the two markets have a long history, but one of segregation as well. • There is so much information out there that is false, based on incorrect facts, full of biases. It should not be eliminated but explained through a peer-review process. |

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| ID: 426 | We all need to practice deep, attentive listening to each others' stories, perspectives, experiences, memories, and oral histories. Every meeting/gathering should be grounded in an exercise designed to recognize, acknowledge, and hold each attendee's humanity. The exercise should guide participants into something personal that all can relate to, something universally human (need for food and water, love for our ancestors, love for future generations, music, dance, nature, as examples), something that connects our common human experience, so that participants feel related and that they each belong. When participants are grounded in a common sense of humanity, belonging, and relationship, hearts and minds are more open, flexible, and generous. Conversations should be set up to yield win-win outcomes. So there are not losers, and people come away feeling heard, seen, valued, and like they got something. This is true of individual, interpersonal relationships and also of group relationships. |
| ID: 429 | By looking to and learning from traditional aspects of Native and Indo-Hispano cultures, which inspire people and have important contemporary applications, particularly in terms of things such as local food production, water and environmental management, we can recognize and nurture essential things that are key to all cultures' ability to live here. |
| ID: 44 | Bringing people of all backgrounds to the table together for public discussions, panels and presentations. These people should be from all walks of life and age groups. Openness in government is critical and a stop to the obfuscation and finger pointing. Equal expenditure in all neighborhoods so that all people in SF have equal services, shopping ( aka the food desert) and amenities.Historical tours would be a good start. |
| ID: | Like the old Chinese proverb says, "Hearing a thousand times is not as good as seeing once." Invest funds into "inclusive" history lessons! Be more inclusive of "all" cultures--especially those more closely related to our state for many generations. Include the history of Blackdom! Highlight our roots with all previous cultures. Comparison and Contrast sessions would help to shed some light on our similarities and differences. |
| ID: | Educate, Educate, Educate. Promote awareness about oppression that our Native Santa Fean's face daily. Have Community Awareness days where people can buy books, food, pamphlets, that are fun. |

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| ID: 497 | I think coming together around town at interactive art pieces and having a shared experience or just meeting people or seeing people who you might not interact with on a daily basis can foster understanding and build bridges. I would really love to see more interactive art pieces rather than monuments or statues, plaques....Items like splash parks, playgrounds, interactive music installations, labyrinths, gardens, orchards, berry patches, fountains, river parks (interesting things to do along the parkways and picnic tables). I think of cities I've lived in and the places you meet people that are different from you and it is open spaces with an experience we are all having together. Santa fe feels very stagnant in its art choices around town. There is so much potential out there. |
| ID: 50 | sit in a room, with masks on, a round room would be best, and just feel the energy of people who really want to get along and need to find out how. Lay out the enthusiastic ideas, everyone gets to speak in an ongoing brainstorm, like what you are doing here |
| ID: 51 | tolerance building exercises free multicultural therapy or cultural competency classes, foreign language learning starting in preschool and elementary school |

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| ID: 54 | Ask about people's families, children, grandparents...share stories (what was their neighborhood like where they grew up? What kinds of food did you eat? Did you learn to swim? How? Where? Who was your favorite Grandparent, or Great Aunt, Uncle? Why? The personal story creates community, draws us in and allows us to see each other as people, people who are different but who also loved peaches picked warm from a tree. Our differences do not divide us, it is our inability to accept and celebrate those differences (Audre Lorde). We celebrate those differences when we can truly see each other through our stories. |
| ID: 54 | Present people with a collaborative poetry project. Starting with individual drawings done in response to a photograph, video, or story. Then each person writes the first line of a poem in response to their own drawing. Then moves over to write the second line of a poem on their neighbors paper...responding to their neighbor's drawing and first line of their poem. And so on around the table until you end up back at your own drawing and, complete poem. Have people read read these aloud while holding up their drawings. Ah ha! You have all just worked together! |
| ID: 6 | All sides must be heard. Use side by side comparisons of different points of view. Generate lists of both the good and the controversial aspects of each situation / historical figure. List why figures and events were chosen to be memorialized. List why they are still admirable qualities. List the controversial aspects. This should be presented in the spirit of : "You may be right, but I am not wrong". Get each side to acknowledge the other's point of view. |
| ID: 63 | city council meetings on Saturdays during day time |
| ID: 64 | Let’s educate against graffiti, against public display of prejudice. |
| ID: 70 | A smart, respected artist can create a symbolic sculpture to stand in the middle of the Plaza that would show unity and separation (like the Olympic Rings). Each and every person wants recognition. Perhaps a collaboration between three or more artists representing Spanish, Hispano, Native, and Anglo. With so much talent, surely these creatives could be found. |

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| ID: 74 | If a group of people in the community is offended by a historical object or its location, they should develop a position, state the groups or organizations that support the position, and present it to a board of HISTORY professors with expertise. The independent group can then develop a mediated solution to the grievance and present it to the City Council. For example, a commemoration of the Spanish conquest of indiginous peoples may need to be reinterpreted to more accurately reflect an unbiased history or be moved to a more appropriate location with proper historical context. |
| ID: 75 | We can host group experiences/workshops to learn better listening styles/habits. We can host performances where different kinds of cultural groups share something that is emblematic or telling for them, and have Q & A afterwards. We can find skilled mediators to join in a threesome with people representing different points of view, for 1/2 our conversations on a predetermined topic. Then share with everyone present what that was like. We can invite people to eat each other's foods and share recipes. We can show films to the public that epitomize conflicts and ways people have resolved them, or not. Then break into small groups to discuss, with a facilitator. Then share small group experiences with the entire audience present. |

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| ID: 78 | Allow all local traditions to shine not just the ones that make $$$ put the same energy and respect into Spanish Market and other events. 4th of July pancakes on the Plaza 🥞 the Fiesta Court back into schools. Gay Pride Bring locals who live here back to the Plaza. Bring local businesses Back to plaza, cap rents so outsiders with $ who don't care about our city and history make the rent so high only ugly boot companies and Mall jewelry stores can only afford a space. And make out downtown area look cheap and fake. The history of art, and community is lost. More free local events and entry to museums for families who can not afford it. Don't nickel and dime locals. Everything is getting so expensive. Put more $ and respect into other areas and roads in town. Not just Gonzale Road. And the East Side. Clean up our parks and roads. Starting with respecting the land and everyone who lives here, not just the rich. The Railyard is the new plaza but it does not welcome Spanish and Native locals as much as tourist and others and it shows. People of color are being pushed out and until that changes we will continue to have more crime and more retaliation. Stop building, we have no water!!! Put more money into our boys and girls club!! Our public swimming pools. Public tennis courts, basketball courts. People that have less have nothing to do! Start respecting the community at large and the history will shine. |
| ID: | Don't take statues down ( we don't have that many) but add more and different ones. Start with indigenous people statues. Honor current people too. Need way more non-Spanish men. Change name place names, take an ordinary street name, for example Airport Rd., and change to something historic and diverse. Make sure committees/boards/commissions are fully diverse. |
| ID: | Question: Healthier_relations; Answer: I think we need to have more cultural events which demonstrate the diversity of our cultures these are events that should happen either on the plaza or in the convention center or places where people can gather like the lensic theater and we can have events such as dances and panel discussions about culture and just sharing instead of always politicking. |

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| ID: 85 | NOT BY: tearing down locally painted murals; positioning the Natives, in subordinate ways, sitting on the ground under the Governor's Palace Portal and behind the stage and away from the happenings in the Plaza. We need to honor them by giving them spots to sell in more visible and prominent places. POC need help: housing the homeless, who are usually People of Color hanging out and begging for money; not pushing out the POC community for lack of affordable housing; This all causes gentrification/whitewashing/removal of actually SEEING our differences-our various cultures, mostly POC populations. We can't SEE differences among a whole bunch of rich, white folks. |
| ID: 86 | Create open table meals for neighborhoods, close street traffic for big communal meals. Why not close a few blocks on Agua Fria for a day? |
| ID: 93 | Not sure why this question suggests these are in opposition. Involve Roshi Joan at Upaya. She has thought very deeply about these issues and is amazing to speak on them. Build connections among people. We need to get to know each other outside of our normal circles. Common goals unite. Common experiences unite. |
| ID: 96 | Support outdoor public art and events throughout Santa Fe, the more public art that is accessible, the more diverse perspectives can be shared and discussed |
| ID: 96 | Support bilingual education throughout the public school system. |

**Recommendations: How can we become good ancestors to our children, their children, and generations to come?**

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| ID: 15 | A few simple rules: Listen with respect and kindness, setting a good example. Tell our stories, being sure to eliminate demonizing others. Involve our offspring in civic events that celebrate all cultures. Teach sacredness of the land. Stay curious and eager to make genuine, respectful connections with people who have different backgrounds and ideas new to us. |
| ID: 185 | Volunteer; be involved; seek joy for people in all circumstances. Read about others' experiences and write about ours. Evolve thinking by continued education and social engagement after traditional schooling years. Improve the schools by housing teachers locally. Establish a standard volunteer gap year for post high school. Bike and support localized community resources to reduce pollution. |
| ID: 19 | Develop programs to eliminate the bad habits that come from multi-generational issues such as domestic violence, substance abuse and other learned behaviors that need to stop |
| ID: 198 | By supporting the CHART process and following through in good faith with its findings and recommendations. |
| ID: 2 | Let us approach our public schools with activities. These activities need to respond to help meet state of New Mexico Standards. Perhaps retired teachers could be recruited to help design them. The film program at the Community College could be helpful in producing videos. |
| ID: 201 | By building permanent reminders of our shared history throughout the city - again not just at the historic center surrounding the plaza which has become a marketplace for tourists (as important to the city's economy as that might be). Dedicate and design public places for this purpose, places and spaces that one can walk to or stop not just drive by or pass through on the way to somewhere else. |
| ID: 213 | We need to leave a walkable city, with parks connected by trails and land use codes that allows for freedom of movement by all people and protect publically used passageways, as well as creates a system for creating a more walkable city among the existing spaces. We should invest in open spaces and stewardship/habitat restoration, maybe increase the gas tax and sales taxes to pay for open space land stewardship and acquisition. We need to change land use codes to force mixed-uses, and disallow grocery stores and essential services to be only in one or two locations. These need to be distributed throughout the neighborhoods so that everyone can walk now. Then we need to encourage cultural shift so that we walk/bike as a fact of life, and everyone does it. Parks need to be safe, and accessible. We need to encourage citizens to interact with each other through walking. |
| ID: 237 | RESPECT starts with Respecting oneself and when you show respect for others you set an example for others to follow no matter what generation we are talking about. I would like to mention.I think the base of the plaza monument should be installed at Fort Marcy complimenting the military history there. |

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| ID: 24 | Create public displays in the Plaza and around town that highlight the positive aspects of our varied cultures. For Pete's sake, remove the statues that continue to rub salt in the wounds of so many. Create a public display, perhaps on the Plaza, noting the history--its triumphs AND its tragedies--but looking forward to peace and reconciliation. |

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| ID: 241 | By making space in a tourism-centric economy for those who can't financially afford to be otherwise represented. By figuring out low-income housing or some type of rent control to ensure Santa Fe doesn't continue to become a city of rich, white people. By publicly celebrating the city's true roots through installation of some type of art in the Plaza to replace the obelisk. By creating some type of fund (maybe taxing Santa Fe second home owners) to assist people in the historic district who can not afford to maintain their homes in accordance with conservation codes; this way Santa Fe stays beautiful and people can stay here versus having to sell something that may have been in their family for generations because historic preservation is too expensive. Planning more public celebrations/rituals in the Plaza that are community-focused (not tourism focused). |
| ID: 306 | "Welcome wagon" staffed by volunteers to attempt to educate well-off white newcomers about the real history of this place. |
| ID: 326 | I recommend looking through the photo book: "Through the Lens, Creating Santa Fe" c.2008 …[and]... "Santa Fe: 400 Years, 400 Questions" . Both of these books are available at our Public Libraries. |
| ID: 33 | By listening to our ancestors and keeping their stories, struggles and successes alive. Santa Fe was a beacon for blended societies living together and respecting one another's cultures. Do we want to become another anonymous city with pretty geography or keep the Native and Hispanic histories alive? If so, we need a host of different modalities to accomplish that. Immerse the city with the knowledge of what came before. Coloring books, banners, meet a historian day, hear stories from elders, have a Spotify presence or Tik Tok. In order to keep relevancy through out future generations, we have to keep current in how younger generations learn or engage. Have youth groups comprised of the different cultures planning for the future and how to take pride in their history. |
| ID: 346 | have a official holiday in the city of Santa Fe. |
| ID: 348 | We should make a big event to people around the world to taste different culture's and to make it affordable. We should make a wall painted of something and that well make or children know the culture. we should celebrate holidays official in santa fe. |
| ID: 358 | Have an official holiday in the city of Santa Fe that acknowledges all of the cultures that are here...make it a huge event that people from around the world would want to attend, but also affordable for local citizens. Festivals. Statues/plaques in a dedicated park. Special museum. Dedicated place for a multi-cultural mural. Things that kids help create. Invite young people to all planning meetings. |

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| ID: 422 | The CHART consulting team should stimulate the creation of events and activities that can take place in schools, community centers, religious places of prayer, libraries, museums, farmers markets, practically everywhere where people convene. I would like to see multiple calls for art, performances that are newly created to teach history in an inclusive way. I would like to see public artwork that refers to Santa Fe's historical events that have not been told enough. For example, I would like to learn why Santa Fe was called Ogap'oge (olivella water place) and what it meant to everyone at the time. The art that Japanese internment camp members created should be brought NM and exhibited. These are just a few examples that bring hidden facts to life and educate the next generations. |
| ID: 432 | Tell stories |
| ID: 441 | By teaching NM culture |

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| ID: 47 | For a "human library" the way the Danes have: The Human Library® creates a safe space for dialogue where topics are discussed openly between our "human books" and their readers. https://humanlibrary.org |
| ID: 489 | Hold ourselves responsible for engaging with our problems NOW and create COMPREHENSIVE EDUCATION about these processes for history curriculums. |
| ID: 49 | Implement NM History in schools. Teach them about oppression, teach them their Native language, teach them about past traditions, and spirituality. Provide Community Programs that offer traditional activities. |
| ID: 64 | Plan more historical public celebrations. |
| ID: 78 | 4th of July pancakes on the Plaza 🥞 the Fiesta Court back into schools. Gay Pride Bring locals who live here back to the Plaza. Bring local businesses Back to plaza, cap rents so outsiders with $ who don't care about our city and history make the rent so high only ugly boot companies and Mall jewellery stores can only afford a space. |
| ID: 78 | More free local events and entry to museums for families who can not afford it. |
| ID: 78 | Clean up our parks and roads. |
| ID: 78 | Put more money into our boys and girls club!! Our public swimming pools. Public tennis courts, basketball courts |
| ID: 80 | Be nice, do the right thing, keep politics out of the discussion and decision process. Honor current peoples and land. Maximize green space. Improve bike trails and access throughout city. Conserve water. Eliminate invasive species. Maintain and encourage historic architectural styles. Bring a reputable university to Santa Fe with core curriculum in anthropology, environment, military science, government, tourism, hospitality, film, opera, history, trains, museum studies, art, things that northern New Mexico is known for (UNM-Santa Fe campus, Santa Fe State University, etc.). Create a contiguous walking trail along Santa Fe River. |
| ID: 86 | Story telling, puppet theater, dances: again close a few streets to car traffic for the day. |
| ID: 86 | Look into examples like french national neighborhood days (fête de quartier) or even better: promote international music day here in SF. See French example (fête de la musique) |

# APPENDIX H: SURVEY 2 METHODOLOGY AND SUMMARY

# SURVEY 2 METHODOLOGY AND SUMMARY

The iterative process employed by CHART was also used to develop Survey 2, a 39-item questionnaire based on the data collected during the first seven months of the project that would aid in the formation of recommendations to the Governing Body in the final report.

Please see a detailed discussion of the iterative process in the “Methods” section of this report.

Review of data collected via Survey 1; recommendations culled from Survey 1; notes from public dialogues, listening sessions, meetings, and one-on-one interviews; evaluation feedback, and proposals received for the “Monumental Dreams and Conversations” (at the time of survey development) informed the formation of 39 questions for Survey 2.

In terms of survey platforms, there were a range of options to choose from including SurveyMonkey, SurveyGizmo, Google Forms, SurveyPlanet, SurveyLegend, and Qualtrics. For our target market (community survey, general public, ages 14 and over), SurveyMonkey was deemed ideal for the following reasons: reputation (98% of Fortune 500 companies utilize it), Question Bank feature (to minimize bias and solicit accurate responses), Editing capability (question per page feature), ease, and design options. Members of the team were also familiar with SurveyMonkey with varying degrees of expertise.

Due to the breadth of data collected, a few potential organizing principles for the questions were considered with a final decision to organize according to the principal topic areas outlined in the acronym of “CHART”--Culture, History, Art, Reconciliation, and Truth. Data results effectively cohered under these topic areas and indicated a logical structure for Survey 2.

Fifty-two questions were generated in the brainstorming phase of question development with a goal of condensing the questions to 30-35 for a survey that would take no longer (on average) than 10 minutes to complete. Aware that the second survey needed to be substantial due to the complexity of the project purpose and scope while cognizant that a too-long survey might be prohibitive, survey length was an important consideration.

> “In addition to the decreased time spent answering each question as surveys grew in length, we saw survey abandon rates increase for surveys that took more than 7-8 minutes to complete; with completion rates dropping anywhere from 5% to 20%. The tolerance for lengthier surveys was greater for surveys that were work or school related and decreased when they were customer related.”

The only change in the organizing principle was to situate the “Reconciliation” section last (rather than concluding with “Truth” questions) due to priming. “Truth” questions served as appropriate priming for answering “Reconciliation” questions in a fifth topic section. A sixth section was added to collect demographic information.

During the brainstorming phase, all types of survey questions were encouraged in order to provide the broadest range of options for consideration, including closed-ended with pre-defined list of answer options; open-ended format; multiple choice; rating scale; likert scale; matrix questions; dropdown; demographic; ranking; and slider. An emphasis on generating quantitative data was preferred as Survey 1 had been qualitative (see Appendix F). The second survey, coming later in the project period, was meant to confirm or deny information previously gathered, suggest consensus, and provide a strong basis for generating a final report with recommendations.

A circular process was undertaken to arrive at finalized questions: a) review existing data while considering potential questions/statements; b) revise survey questions; c) return to data to verify both the necessity of question, its appropriate articulation (along with answer options), and the likelihood of indicative results, d) revise questions, e) repeat the process. One month of brainstorming questions followed by two months of the circular process ensured that Survey 2 was asking the right questions in the right ways in order to reflect the data generated during the public engagement process and to generate important, accurate, and useful information for the final report.

Ultimately, the following types of questions comprised the survey: 27 Likert, 5 Choice/Check all that apply, 3 open-ended, 4 demographic (zip code, age, ethnicity/race, years living in Santa Fe).

Twenty-seven questions consisted of a statement followed by a five point Likert scale; an additional 5 questions consisted of a question with answer options determined by data collected during the first 7 months of the project. For example, Q9 asks “Which of the following resources have you used to learn more about the history of Oga Po'gay/Santa Fe? (Check all that apply).” The 16 answer options come from data collected. Another example, Q18 asks “What should be done with Soldier’s Monument (“Obelisk”) on the Santa Fe Plaza?” The 7 answer options come from data collected.

The 5 point Likert scale utilized was the following, in the order indicated: Strongly agree; Agree; Neither agree nor disagree; Disagree; Strongly Disagree. This scale was used with the following logic: fewer number of choices; relative simplicity and ease of understanding scale; a neutral option is easy to identify; opposing extremes are easy to comprehend as either completely positive or completely negative.

In terms of survey format, SurveyMonkey offers the following options: “Classic” - shows all questions on a page at once. Respondents can scroll to navigate between questions. “Question at Time” - shows one question at a time in the center of the screen. When respondents finish a question the survey automatically scrolls to the next. “Conversation” - survey displays like a chat conversation. For Survey 2, “Question at a time” was chosen to facilitate ease and speed of survey while also encouraging respondents to focus on one question at a time without others in peripheral vision.

Skip Logic was utilized for individual sections–Culture, History, Art, Reconciliation, Truth, Demographics–but did not prevent respondents from exiting the survey at the end of a section, if necessary. This approach allowed for some flexibility, on the part of the user, and prevented users from getting locked into a web page with no time to complete the entire survey. With this option, regardless of its advantages, there might be users who exit the survey without completing other sections and numbers of responses to questions would inevitably vary. Even so, engagement within a section would be guaranteed and the overall results would be dependable.

The English version of the survey was created first followed by a Spanish version. Both were made available online, via survey links posted on the CHART website, and shared widely including via CHART social media, by the City of Santa Fe weekly wraps and updates, and by the Santa Fe Public Schools with students, staff, and parents (via text). Paper versions in English and Spanish were also generated and distributed at targeted locations (e.g., Santa Fe Place Mall) and project events (e.g., Monumental Dreams gallery, Indigenous Ways Festival, Juneteenth).

Surveys were collected from 8 a.m., May 1, 2022, until midnight, June 19, 2022. Total surveys submitted were 653: 635 in English and 18 in Spanish. After the deadline, paper surveys were manually entered into the appropriate SurveyMonkey Collector, one of 3.

After closing the survey, results were analyzed via summary view of data; filter, compare, and show rules to analyze specific data views and segments; view and categorize open-ended responses;

browse individual responses and more. Subsequently, the platform was used to download results in multiple formats and to create and export dynamic charts present in this report.

Survey results in English and Spanish were provided to the Community Solutions table (along with a large body of additional information) for their use in addressing issues and forming recommendations for this report.

All survey questions and results are discussed in the “Results and Recommendations” section of this report, followed by recommendations made on the basis of data collected before Survey 2 as well as related Survey 2 results.

# APPENDIX I: MONUMENTAL DREAMS PROGRAM INFORMATION

# WHAT DESERVES A MONUMENT, MEMORIAL, OR WORK OF ART IN SANTA FE?

**THE CHART (CULTURE, HISTORY, ART, RECONCILIATION, AND TRUTH) SANTA FE PROJECT IS SEEKING**

# PUBLIC PROPOSALS
## for "Monumental Dreams & Conversations"

**This project will create a pool of prospective monuments, memorials, and works of public art that communicate what is important to residents of the city and county of Santa Fe, New Mexico**.

The goal of the "Monumental Dreams and Conversations" process is to communicate who and what we value as well as generate conversations about the movements, events, things, places, and people that matter to us.

Any individual, group or organization can submit a proposal by using the ONLINE SUBMISSION FORM or by email or snail mail with the form attached.

**DEADLINE: APRIL 30, 2022**

See the CHART website for more information: www.chartsantafe.com. After the deadline, CHART will present the proposals both online and at in-person events for all to view and discuss.

Use the form to:

1. **Tell us a story** that needs to be heard.
2. **Name and sketch and/or describe a monument, memorial, work of public art**. Remember that this can be vertical, horizontal, figurative, abstract, etc. It can also be permanent or temporary (e.g. performance, sound art, "happenings"). Consider ways in which people will be able to see, hear, touch, smell and taste this monument. We encourage out-of-the-box imagining.
3. **Provide a geographical location** for your monument, memorial, work of public art so we can see which neighborhood, specific location, particular landscape you envision as its special place. Any location within the city or county of Santa Fe is acceptable.
4. **Provide your contact information**.

**SUBMIT YOUR PROPOSAL** by completing the **ONLINE SUBMISSION FORM** available at the CHART website (www.chartsantafe.com) or by mailing the attached form to CHART, PO Box 28446, Santa Fe, NM 87592.

**IMPORTANT:**

- Your form will be shared publicly as a way to celebrate our collective imaginings, stories, and values.
- Individuals as well as groups and organizations are welcomed to submit a proposal. Neighborhood groups are also encouraged to submit. Collaborations are welcome.
- You do not need to be a professional artist to submit an idea. You can submit a description rather than a drawing if you wish. Drawings and/or words are acceptable.
- We are hoping for a diverse pool of proposals that will collectively represent the richness of the Santa Fe community. Please feel free to share this call with friends, family, and colleagues.

This project is modeled on the "Paper Monuments" project in New Orleans, LA. For inspiration and information, go to the following webpage: https://www.papermonuments.org/imagined-monuments

# MONUMENTAL DREAMS AND CONVERSATIONS

A Program of CHART (Culture, History, Art, Reconciliation, and Truth) Santa Fe

*www.chartsantafe.com*

Identify an **EVENT, MOVEMENT, PLACE, THING**, or **PERSON(S)** that matters to you and is part of the past, present, or future of Oga Po'gay/Santa Fe, New Mexico. Tell us this story and propose a monument, memorial, or work of public art that remembers and/or honors it.

I would like to commemorate a/an:

□ Event □ Movement □ Place □ Thing □ Person □ Other

This is the story behind it, and this is why the story needs to be told:

The title of my monument/memorial is:

My monument/memorial should be located here (address, intersection, neighborhood, longitude/latitude):

This is what my monument/memorial should look like (description in words and/or sketch, drawing, painting). I've included sensory elements that appeal to sight, hearing, smell, touch, and taste.

My full name is:

Phone:

Email:

My zip code (in Santa Fe City or County) is:

# of years I've lived in Santa Fe:

ENTRY ID (for internal use only)

# ¿QUÉ MERECE UN MONUMENTO, MEMORIAL U OBRA DE ARTE EN SANTA FE?

El proyecto chart (cultura, historia, arte, reconciliación y verdad) santa fe busca

## PROPUESTAS PÚBLICAS

para una programa: “SUEÑOS Y CONVERSACIONES MONUMENTALES”

**Las propuestas públicas crearán un grupo de posibles monumentos, memoriales y obras de arte público que comunican lo que es importante para los residentes de la ciudad y el condado de Santa Fe, Nuevo México.**

El objetivo del proceso “Sueños y Conversaciones Monumentales” es comunicar a quién y qué valoramos, así como generar conversaciones sobre los movimientos, eventos, cosas, lugares y personas que nos importan.

CHART organizará grupos y reuniones públicas para inspirar propuestas y estimular la conversación. Además, cualquier persona puede enviar una propuesta por correo electrónico o postal utilizando el formulario adjunto.

**FECHA LÍMITE: 30 DE ABRIL DE 2022**

Consulte el sitio web de CHART para conocer las fechas y los lugares de las reuniones: www.chartsantafe.com. Después de la fecha límite, CHART presentará las propuestas en internet y también en eventos presenciales para que todos las vean y discutan.

Utilice el formulario para:

1. **Cuéntanos una historia** que necesita ser escuchada.
2. **Nombrar y dibujar y/o describir un monumento, memorial, obra de arte público.** Recuerda que puede ser vertical, horizontal, figurativo, abstracto, etc. También puede ser permanente o temporal (por ejemplo, arte de performance o arte sonoro). Considere las formas en que las personas podrán ver, oír, tocar, oler y saborear este monumento. Fomentamos la imaginación fuera de la caja.
3. **Proporcione una ubicación geográfica** para su monumento, memorial, obra de arte pública para que podamos ver qué vecindario, ubicación específica, paisaje particular imagina como su lugar especial. Cualquier ubicación dentro de la ciudad o condado de Santa Fe es aceptable.
4. **Da tu información de contacto.**

**ENVÍE SU PROPUESTA** escaneando y enviando por correo electrónico el formulario en formato PDF a info@artful-life.org o enviando el formulario por correo a CHART, PO Box 28446, Santa Fe, NM 87592.

**IMPORTANTE:**

- Su formulario se compartirá públicamente como una forma de celebrar nuestras imaginaciones, historias y valores colectivos.
- Se invita a las personas, así como a los grupos y organizaciones a presentar una propuesta. También se anima a los grupos de vecinos a enviar sus propuestas. Las colaboraciones son bienvenidas.
- No es necesario ser un artista profesional para enviar una idea. Puede enviar una descripción en lugar de un dibujo si lo desea. Se aceptan dibujos y/o palabras.
- Esperamos un grupo diverso de propuestas que representan colectivamente la riqueza de la comunidad de Santa Fe. Por favor siéntase libre de compartir esta llamada con aquellos que nos ayudarán a lograr esto.

Este proyecto se basa en el proyecto "Monumentos de papel" en Nueva Orleans, LA. Para inspiración e información, visite la página web: https://www.papermonuments.org/imagined-monuments

# SUEÑOS Y CONVERSACIONES MONUMENTALES

Un Programa de CHART (Cultura, Historia, Arte, Reconciliación y Verdad) Santa Fe

*www.chartsantafe.com*

Identifique un **EVENTO, MOVIMIENTO, LUGAR, COSA** o **PERSONA(S)** que le importa y que sea parte del pasado, presente o futuro de Oga Po'gay/Santa Fe, Nuevo México. Cuéntanos esta historia y propón un monumento, memorial u obra de arte público que la recuerde y/o la honre.

Me gustaría conmemorar a un:

□ Evento □ Movimiento □ Lugar □ Cosa □ Persona □ Otro

Esta es la historia detrás de esto, y es porque la historia necesita ser contada:

El título de mi monumento/memorial es:

Mi monumento/memorial debe estar ubicado aquí (dirección, intersección, vecindario, longitud/latitud):

Este es el aspecto que debería tener mi monumento/memorial (descripción en palabras y/o boceto, dibujo, pintura). He incluido elementos sensoriales que atraen la vista, el oído, el olfato, el tacto y el sabor.

Mi nombre completo es:

Teléfono:

Correo electrónico:

Mi código postal (en la ciudad o condado de Santa Fe) es:

Número de años que he vivido en Santa Fe:

ID DE ENTRADA (solo para uso interno)

# APPENDIX J: GUIDELINES FOR PUBLIC DIALOGUE

# CHART SANTA FE

Culture, History, Art, Reconciliation and Truth

*www.chartsantafe.com*

## GUIDELINES FOR PUBLIC DIALOGUE SESSIONS

*Zoom*

One of the most important goals of the CHART project is to foster mutual understanding of shared values among people of diverse backgrounds and perspectives. Though sparked by controversies about monuments and statues, the project is much broader in scope and emphasizes community member-to-community member sharing, storytelling, and listening about a range of topics.

In a moment we will be sending you into Zoom breakout rooms. There, you will be guided by a CHART team facilitator and she or he will guide you to address the questions we sent by email, ahead of this session.

In each group, there will also be a note-taker who will be taking detailed notes. Some groups will also have an additional CHART team member present to observe, including our high school interns.

Each group will be structured so that each person will have time to speak for up to 2 minutes at a time, going around the Zoom room. When it is your time to speak, feel free to respond to the question and/or respond to a point that someone else has made. There will be two rounds for each question and these rounds will be followed by 5 minutes of group discussion.

These sessions are structured for equal sharing and a lot of listening. One thing that we heard over and over again, in responses to our first CHART survey, is that Santa Feans want us to listen to each other much more and to do so with a willingness to hear perspectives different from our own.

Your small group session will be recorded. CHART is collecting a wealth of information and data over the course of the project that will inform a final report with recommendations to the Governing Body. Recording ensures that we accurately document what citizens want to share. This said, we will never publicly share individual comments identified with your names.

Expect your small group session to last about an hour and a half.

Please mind the following guidelines that encourage respectful and civil dialogue:

- **Listen carefully** with an open mind and heart.
- **Speak in turn.** If you'd like to respond to a particular comment that someone else has made, wait until it's your turn to share. It may help to have a pen and paper handy so you can write down comments you'd like to return to when it's your turn to speak.
- **Focus your comments** on the subject matter of the question.
- Please **keep your camera turned on**. Eye contact is important to dialogue. Because we're not in-person, we want to humanize Zoom as much as we can.
- **Never interrupt** a person while she/he/they is speaking.
- Comments that are accusatory, verbally abusive, and/or profane may result in your removal from the room
- Anything that promotes discrimination and/or hatred against a person's or group's physical, mental, and emotional well-being will result in removal from the room.

If you are not comfortable with any of the above guidelines, simply stay behind after the others have gone to their breakout rooms and the CHART Co-Directors will be happy to address your concerns.

# ACKNOWLEDGMENTS

We would like to acknowledge the following for their assistance to the CHART project. We are grateful to all:

The loved ones and families of CHART team members who provided space and time for us to serve the community of Santa Fe;

CHART participants who gave of themselves for the benefit of their community, including those who shared their visions for art, monuments, and memorials–children, youth, and adults;

Pauline Kamiyama, Director of Arts and Culture for the City of Santa Fe, who served as the project liaison and met regularly with the CHART team throughout the contract period;

Center of Southwest Culture;  Regis Pecos; Antonio Guerrero, Santa Fe Place Mall; Acequia Madre House; Axle Contemporary; Boys and Girls Club of Santa Fe; Indigenous Ways; International Shakespeare Center; Tribes Coffee House; Cafe Castro; Littleglobe Inc.; Santa Fe Independent Film Festival; Santa Fe Center for Contemporary Arts; Santa Fe Art Institute; Santa Fe Opera Advocacy Committee; Theater Grottesco; Pete's Place/ Interfaith Community Shelter; Santa Fe Children's Museum; Japanese American Citizens League; Ironweed Productions; Wise Fool; Hispano Chamber of Commerce; Agua Fria Village Association; Teatro Paraguas; John "Pen La Farge; La Farge Public Library; Christopher Roybal/Incredible Films; The Santa Fe Desert Chorale; La Sociedad Folklórica; Cofradia de la Santa Fe; Larry Chavez, Superintendent, Santa Fe Public Schools; Pojoaque High School; Capital High School; Mayor's Youth Advisory Board; Poeh Cultural Center and Pojoaque Governor Jenelle Roybal; Santa Fe Rotary Club; NAACP; Carol Schrader, Camino Real Academy; Hilario Romero; Dr. Setha Low; Valerie Rangel, Santa Fe City Historian; Rashaan Ahmad, Earthseed Black Arts Alliance; Los Caballeros de Vargas; Santa Fe Fiesta Council; League of Women Voters of New Mexico; Doug Conwell, Earthwalks; Devin Egbar, Temple Beth Shalom; Bill Garcia and Fred Harburg; Jeff Holbrook, Understanding Privilege and Exploring Whiteness; Suby T. Bowden; Sasha McGee; David Valdo; Edward Baca; Gerald Delgado;  Renée Martínez; Santa Fe Art Institute; Rivers Run Through Us; Exilda Martínez; Dr. Roberta Diaz; Rob and Charlie's; Albuquerque Race, History, and Healing Project Managers; the staff of the Santa Fe Community Convention Center; Barbara Lopez, Parks and Recreation, and Kristine Mihelcic, Rich Brown, Dave Herdon, John Blair, also with the City of Santa Fe.

Additional thanks to:

Gilbert Correa, U.S. National Committee of the International Council on Monuments and Sites (US/ICOMOS).

Implicit Bias Trainers for City of Santa Fe staff and Governing Body: Dr. Finnie Coleman and Dr. Sonia Gipson Rankin.

Translators Maria Herrera Bustamante; Jupiter Language Transition, LLC; Leilani Padilla-Young; RGC Access (ASL).

Culture, History, Art, Reconciliation and Truth

# APPENDICES: FINAL REPORT

2022

CHART SANTA FE

# APPENDICES


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A

## OUTREACH TO ORGANIZATIONS

# ORGANIZATIONAL OUTREACH

The following organizations received regular updates from CHART through our MailChimp newsletters. Over the course of the project period, CHART met with 42 organizations who shared their knowledge, perspectives, and expertise. We are grateful for their participation.

Acequia Madre House
Acoma Education Foundation
Alas de Agua Art Collective
AMP Concerts
Art Park 21 LLC (Santa Fe Art Institute)
ARTSMART
Agua Fria Village Association
Aspen Santa Fe Ballet
Assistance Dogs of the West
Axle Projects, Inc.
Boys and Girls Club of Santa Fe
Caballeros de Vargas
Capoeira Santa Fe
CCA - Center for Contemporary Arts
CENTER (Advancing the Photographic Arts)
Chainbreaker
Chamiza Foundation
Children's Museum
Concordia Santa Fe, Inc.
Coordinated Community Response Council (CCRC)
Desert Chorale
EarthCare
Earthseed Black Arts Alliance
EarthWalks
El Rancho de las Golondrinas, Inc.
League of Women Voters of Santa Fe County
Littleglobe, Inc.
McCune Charitable Foundation
Meow Wolf
NAACP
National Dance Institute New Mexico Inc
New Mexico Acequia Association
New Mexico Birth Equity Collaborative
New Mexico Breastfeeding Task Force
New Mexico Coalition to End Homelessness
New Mexico Jazz Workshop, Inc.
New Mexico Mediators
New Mexico Music Educators Association
New Mexico Office of the State Historian
New Mexico Symphonic Chorus Inc.
Northern Rio Grande National Heritage Area
Old Santa Fe Association
Parallel Studios Inc.
Partners in Education Foundation for the Santa Fe Public Schools
Pete's Place
Poeh Cultural Center
Poetry Pollinators (In the Family Way)
Pomegranate Studios (New Mexico Dance Coalition)
Pueblo of Nambe

Esperanza Shelter
Entreflamenco
Exploring Whiteness and Understanding Privilege
Fiesta Council
Food Depot
Food for Santa Fe
Form + Concept
Girls Inc. of Santa Fe
Global Warming Express
Hispanic Chamber of Commerce
Human Rights Alliance
Indigenous Language Institute
IndigenousWays
Ironweed Productions
Japanese American Citizens League, New Mexico Chapter
Keeping Santa Fe Multicultural
Kiwanis Club of Santa Fe
La Familia de Santa Fe
Leadership Institute - SFIS
Santa Fe Dreamers Project
Santa Fe Farmers Market
Santa Fe Friends of Traditional Music
Santa Fe Independent Film Festival (Santa Fe Film Institute)
Santa Fe Indigenous Center
Santa Fe Opera
Santa Fe Partners in Education
Santa Fe Pro Musica, Inc.
Santa Fe Mutual Aid
Santa Fe Symphony Orchestra & Chorus, Inc.
Santa Fe Youth Works
Santa Fe Watershed Association
Santa Fe Women's Ensemble, Inc.
SciArt Santa Fe
SITE Santa Fe
Somos Un Pueblo Unido
Songs to Educate
Soul Resources LLC
Spanish Danzart Society, DBA Entreflamenco
Pueblo of Pojoaque/P'o Suwae Geh
Pueblo of San Ildefonso/Po-Who-Ge-Oweenge
Pueblo of Tesuque/Te-Tsu-Geh
Que Suave Radio
Ralph T. Coe Center for the Arts, Inc.
Recursos de Santa Fe
REEL FATHERS, Ltd.
Remedios Naturales and Sobadores del Llano
Rio Grande Heritage Area
Rivers Run Through Us
Rotary Club of Santa Fe
Salvation Army
Santa Fe Art Institute
Santa Fe Children's Museum, Inc.
Santa Fe Classic Theater, Inc.
Santa Fe Community Orchestra
Santa Fe Concert Association dba Performance Santa Fe
Santa Fe County Commissioners
Santa Fe Desert Chorale
Teatro Paraguas Inc.
Temple Beth Shalom
Tewa Women United
The New Mexico Actors Lab
The Santa Fe Opera
Theater Grottesco North America Inc.
Theatre Santa Fe
Three Sisters Collective
Tierra Adentro of New Mexico
Turquoise Trail Performing Arts
Vital Spaces Inc.
Union Protectiva
Unitarian Universalists of Santa Fe
Vital Spaces Inc.
Warehouse 21
Wheelwright Museum of the American Indian
Wild Earth Guardians
Wise Fool New Mexico
Women's International Study Center (WISC)
Youth Shelters, NM

B

## PROJECT TEAM

The CHART team was chosen through an open application process (August - September 2021) and an interview and selection process (October 1-15) with an emphasis on diversity as well as those who would be able to facilitate dialogue, conversations and art activations rather than advocate for an opinion or position on any topic.

**Maureen Burdock**

“Maureen Burdock is an artist, author, and teacher. Long ago, her maternal family fled the Spanish Inquisition, leaving the Iberian Peninsula and eventually resettling in what was Silesia, Germany, before 1946 (contemporary western Poland). Her grandmother was an avid nationalist during the Second World War, but later a refugee, as she and her children fled the encroaching Russian Army. Decades later, when Maureen was seven, her mother fled with her to the United States to escape domestic violence. Burdock grew up as an outsider, deeply affected by her mother’s PTSD and intense religiosity. She learned to use art and writing to make sense of her experiences of gender-based violence, displacement, and toxic nationalism and religious fanaticism. Today, Burdock creates and studies literature and comics in response to trauma. She is interested in how personal stories can disrupt xenophobic, racist, and sexist master narratives. Burdock belongs to several communities: her family and chosen family, scattered across Europe and North America; a circle of deep friendships in Northern New Mexico, composed of people of all ages from richly varied backgrounds; and her transnational community of artists, activists, and educators. Burdock is working on The Queen of Snails, a graphic memoir about gendered experiences of violence and displacement across generations. She earned a PhD in cultural studies from University of California, Davis, an MFA in fine art and MA in visual critical studies from California College of the Arts, and a BFA in studio art from Santa Fe University of Art and Design.” Zip code: 87505, Age Range: 51-60, 10 years in Santa Fe, Languages: English, German

**Jenice Gharib, CHART Co-Director**

“I am an arts administrator with a special interest in community and economic development through the arts. Most recently I worked for a public funder and managed the distribution of approximately $1M in annual funding to over 200 arts organizations, K-12 schools, colleges and universities, and government and tribal entities including 60 organizations based in Santa Fe County. I regularly gathered the arts community through in person and online gatherings, conducted surveys and field research, and led strategic planning efforts. I’ve lived in Santa Fe for 18 years and my main community is made up of artists and writers. I’ve always straddled two cultures – American and English – as my mother was American and my father English. My mother’s family arrived on the east coast of this continent in the 1600s as settlers/colonists and still farm today. My father immigrated here in the late 1950s and I’m the first on his side of the family to be born in the US. I have dual citizenship. I’ve traveled a great deal – India, Nepal, Peru, most of Europe, including eastern Europe – and lived in England and Poland in addition to several states in the US. My mother’s early service as a teacher in India and her work on behalf of children throughout her life was my greatest inspiration to serve others as best I can. I am also a published writer, former magazine editor, and produced playwright.  I have an MFA in Creative Writing and a BS in Accounting.” Zip code: 87501, Age Range: 60-70, 18 years in Santa Fe, Languages: English

**Hernan Gomez Chavez**

“I am an artist and activist born and raised in Santa Fe. My family is from Mexico. I am a local to the Southside of Santa Fe and consider my community to be the Airport Road area. I also consider this city my home. I was previously on the intake team for Santa Fe Mutual Aid. My primary work included connecting individuals and families in need to resources available in Santa Fe County and in the state. I worked with the State Department of Finance and Administration to help people facing housing instability apply and receive aid through the Emergency Rental Assistance Program. One of the campaigns I started along with other community members was the ‘Keep Santa Fe Multicultural’ group.  We have focused on preservation of one of the last historic Chicano murals remaining here in Santa Fe. I am a sculptor and received a BA from the UNM in 2014.  In 2013 I studied abroad at the Academy of Art, Architecture, and Design in Prague. I pursued an MFA in sculpture at the School of the Art Institute of Chicago in 2016. My sculptural work deals with themes of power, place and infrastructure and I have shown work in the US and Prague, Czechoslovakia. My new projects explore artists’ role in gentrifying neighborhoods and the impact our current political climate has on US/Mexico relations.” Zip code: 87507, Age Range: 21-30, 21 years in Santa Fe (lifelong), Languages: English, Spanish

**Kearsley Higgins, CHART Administrator**
"I am excited to be the administrative coordinator for the CHART team and feel privileged to help organize this important project. I am a new resident to Santa Fe and eager to listen and learn from the diverse communities that call this place home. I am passionate about art as a form of expression and transformation. I have a degree in Radio, Television and Film from Northwestern University. I worked in management for feature films for a decade in for companies like 20th Century Fox and Pixar Animation Studios. When my daughter was born, I chose to take a step back from my professional career. Recent years have been filled with kids and chaos and with me volunteering my time to set design plays, write for a newsletter, or help our school district. I look forward to collaborative work with this amazing project team. I hope my organizational skills will be helpful in this bold attempt to look at the intricate fabric of Santa Fe, unearth divisions, and find pathways for understanding and healing."

**Tintawi Kaigziabiher**
“I am a mother of 5 creative souls, a wife and partner of 18 years, and an interdisciplinary artist of African descent. My blood lineages span the diaspora including the United States, Africa, Europe, and Australia. Oga Po’geh - Santa Fe has been my home for over 10 years and I consider it an honor and privilege to grow and raise my family on this sacred ground. My great grandparents are my connection to New Mexico, they lived and were laid to rest in Roswell. I am a board member with Black Health New Mexico, a member of NM Breastfeeding Task Force, an independent artist with Vital Spaces, a member of Earthseed Black Arts Alliance, and the nonfiction editor for the Santa Fe Literary Review. Additionally, I have engaged with the community through Santa Fe city and county cleanups, as a doula, and as the co-facilitator for Sista Circle Camp. In my professional work, I create ceremonial and nature-inspired art, I am a Trainer with Childbirth International and an Olorisa of Yemoja (Lukumi). My literary works can be found in the Santa Fe Reporter, The Santa Fe Literary Review, The Mistake House, and other literary magazines. My recent artwork was featured in the Re-Centering Santa Fe "Social Structures" project with Santa Fe Art Institute and in the "Handtools of Resilience" exhibit at Form and Concept. My creative work highlights the African experience in the diaspora. My life work is to be a bridge between the communities I connect with and serve. Zip code: 87508, Age Range: 41-50, 11 years in Santa Fe, Languages: English

**Alexis Kaminsky, CHART Project Evaluator**
“I was born and raised in New Mexico. I left in my late teens to go to college and, later, graduate school. I have a Ph.D. in program evaluation from Cornell University. I show art at Exhibit/208 in Albuquerque, work part-time at University of New Mexico as research faculty, and own a small consulting company that focuses on educational and community-based research and evaluation.”

**Valerie Martinez, CHART Co-Director, Founding Director, Artful Life**

“I was born and raised in Santa Fe in a loving community of families descended from the Spanish colonizers and Indigenous peoples of present-day Mexico and North America. My parents were career public school teachers with a wide circle of family and friends who were both socially and civically active in the heart of Santa Fe community life. After earning my B.A. in English (Vassar College) and M.F.A. in Creative Writing/Poetry (University of Arizona) I taught as a college/university professor for over 22 years--at the University of Arizona, Ursinus College, New Mexico Highlands University, University of New Mexico, Institute for American Indian Arts (IAIA), University of Miami, and the College of Santa Fe. When the College of Santa Fe closed, in 2009, I left academia and entered the field of arts and community development. I was a core team member and Executive Director with Littleglobe (Santa Fe), working with artist teams and community members on such large-scale arts and community projects as Lines and Circles; Common Ground TOC (Torreon/Cuba/Ojo Encino); Lifesongs; Memorylines: Voces de Nuestras Jornadas; Stories of Route 66: The International District, and Rivers Run Through Us. In 2015 I founded Artful Life to continue and evolve community arts work with additional projects in Albuquerque and Santa Fe. From 2018- 2021 I was the Director of History and Literary Arts at the National Hispanic Cultural Center, managing a wide range of history and literary projects for children, youth, adults, elders and families. I have also served as a consultant for community engagement projects (with an emphasis on public dialogue and art) since 2016. Finally, I am a poet–author of six books of poetry and one book of translations. I was honored to be Santa Fe’s second Poet Laureate from 2008-2010.”  Zip code: 87111, age range: 60-70, 21 years in Santa Fe; Languages: English and Spanish (reading, writing)

**Simesha McEachern**

“I am an African American female who grew up in the south (North Carolina, to be exact). I moved to Santa Fe from Austin, Texas where I resided for 11 years. My background is in education, first as a teacher and then as a trainer. My community is best represented as those who felt called to be a part of the Santa Fe community. From my very first visit in 2017, I knew that this felt like home. I moved here in 2019 for work and immediately sought out organizations where I could make a difference. I have joined the Santa Fe Branch of the NAACP where I am an active member and chair of two committees. I work full time as the Education Coordinator in Santa Fe County for Presbyterian Medical Services Children's Services division. In addition, I am an active member of St. Bede's where I serve as a greeter once a month. I have a B.S. in Elementary Education with a Minor in English, an M.Ed. in Instructional Technology and Design, and an Ed.D. in Curriculum and Teaching. I am fully devoted to the pursuit of teaching and learning both formally and informally. I am fully committed to improving the lives of others through education while acknowledging and paying tribute to my southern roots. I believe strongly that mother wit and good old fashioned horse sense are what makes the world go around and I prize these attributes

**Simesha McEachern (contd.)**
more highly than the degrees on my wall. Recent events have only served to further ignite my passion for Santa Fe and all of its people." Zip code: 87505, Age Range: 41-50, 2.5 years living in Santa Fe, Languages: English

**Peter Cuong Nguyen**
"Coming from a large family I learned to be conscientious and considerate of others. I learned to adapt to working with people from all backgrounds and the community in which I live. I make it a point to get to know the people and places in my community and to listen and learn about my community. I am a Vietnamese American. I am also an artist with an MFA in painting and printmaking. I have worked in the museum field for over 15 years and have lived in Santa Fe for 5 years off and on. I currently work for SITE Santa Fe but previously I worked for Turquoise Trail Charter School and, before that, at the Santa Fe Youth Symphony Association. Having held various positions in the museum field and non-profits, I have worked with people from various socio-economic backgrounds and ethnicities which have strengthened my connections to the communities I've worked with." Zip code: 87507, Age Range: 51-60, 5 years in Santa Fe, Languages: English, Vietnamese

**R.T., High School Intern**
"I come from a very Mexican family from the state of Chihuahua in Mexico. I would describe my ancestry as filled with traditions and culture. My ancestry has also taught me some very valuable lessons. It taught me why family is so important and why having so many traditions is just as important. I would describe myself as someone who has many goals in life and is willing to work as hard as needed to achieve them. I would say that I also have a mindset of jumping at any opportunity that life presents and trying not to have any regrets. The community I belong to is a great community. I think I am part of multiple communities, my neighborhood, my church, my school, and, overall, my town. I feel that I'm part of the Latino side of Santa Fe. My church is also another big community I think I am part of. We help each other as much as we can. My favorite school subject has always been math. I love that there will always just be one answer. I want to be an immigration lawyer when I'm older because the issues relating to immigration mean so much to me. Seeing how people are affected by immigration laws and their status really makes me want to help. Outside of school, I like to spend time with my family and friends. I am a big fan of making a lot of memories so I try to make them as often as I can." 87507, Age Range: 16-19, 17 years in Santa Fe (lifelong), Languages: English, Spanish

**Kenneth Pin**

“I am originally from New York City, the son of immigrants from Shanghai, China. I attended schools in New York and attained a Bachelor's in History from Hunter College. I moved to Santa Fe in 1992 and attained a master's degree in Community and Regional Planning from the University of New Mexico. I have been an active member of my community as a long-time contributor to local organizations such as Somos Un Pueblo and the Food Depot; as an original member of the Living Wage Roundtable; and as an active voice in the Internment Camp Monument discussion and reconciliation. My professional work has been in the fields of Planning, and Community Development working primarily with the Pueblos of New Mexico. I currently sit on the Board of Directors of the New Mexico Foundation and the Neighborhood Network in Santa Fe and am a Steering Committee member of the New Mexico Broadband Collective.” Zip code: 87505, Age Range: 61-70, 29.5 years in Santa Fe, Languages: English

**Trace Rabern**

“I have been a public interest lawyer in Santa Fe for almost all of my 25 years of legal practice. I am trained in both western law mediation and traditional peacekeeping techniques. I have worked as a legal aid farmworker advocate, an appellate judicial law clerk, a public defender in state court, a federal appointed public defender under the Criminal Justice Act in the Tenth Circuit and New Mexico Federal Courts, a domestic violence attorney specialist for Eight Northern Indian Pueblos Council, Inc, and co-leader of the legal side of the Peacekeepers program. For 5+ years I have practiced in the tribal courts of Northern NM, specializing in the area of domestic violence. I have been a tribal court judge for nearly 4 years, sitting on the panel of the Ohkay Owingeh Nanbii Wowatsi (Path to Wellness) Court. Mixed, privileged, and poor. I was raised in an adopted family and am the first in my family to go to graduate school. I grew up in rural South Dakota in a family that received government commodities to get by.”  Zip code: 87501, Age Range: 51-60, 27 years in Santa Fe, Languages: English, Spanish

**A. R., High School Intern**

“I am a student at Pojoaque High School and from the Pueblo of Tesuque. My ancestors were leaders, strong, and outgoing. I am very helpful and like giving back to my community. We work on helping the community by giving back to them, educating them on the effects of alcohol, tobacco, the long term effects. My favorite subjects in school are science and math and English. Outside school I like to stay active by going outdoors and playing baseball. I do not have any work experience but am willing to learn.” Zip code: 87506, 16-19, 16 years in Santa Fe (lifelong), Languages: English, Tewa

**Thomas Romero**

In memoriam: Thomas A. "Tomás" Romero (1946-2022) passed away on Saturday, March 12, 2022, shortly after being diagnosed with cancer and in the midst of the CHART project. Tomas was a beloved member of the CHART Team and we miss him dearly. "I was born in Santa Rosa, New Mexico and raised in Santa Fe. I consider myself a generational member of the New Mexican community with strong knowledge of NM history and its people. I was born of Hispanic parents, with generations of ancestors in NM tracing back to earliest colonizers and with traceable Native ancestry. My deepest experiences are rooted in rural communities and its people. More significantly, I have worked with and participated with the full range of communities in northern NM. My working career over 55 years included extensive experience in consulting, with 28 years heading my own practice, and 7 years for 2 international firms. I provided management consulting and business advisory services to government agencies, tribal governments, and businesses. I worked directly with NM state government and with the Santa Fe Community College. For the last 9 years I served as Executive Director of Northern Rio Grande Heritage Area, working with smaller communities and local governments throughout northern NM, promoting community planning, heritage development, and tourism. I've been an active volunteer in community organizations over the last 25 years, including as President and Board Member of El Museo Cultural, an Hispanic cultural center and community organization." Zip code: 87501, Age Range: 71-80, 60 years in Santa Fe, Languages: English, Spanish

**Santiago Sanchez y Lucero**

"I describe myself as many things. I am a dark-skinned young man. I am a third-generation college graduate. I am an artist, a scholar, a student, an educator, a role model, and I am a person who takes the responsibility of fulfilling these roles seriously. I am a Santa Fean, born and raised. I come from a community of laborers and artists and healers. My immediate family is an unexplored, unspoken, complex mix of Native American, Spanish, and white settlers genetically, but I was raised as "local Spanish/Hispanic". My grandparents and parents were all born across various regions of New Mexico. My father's parents were born in Governador, and Farmington, while my mother's parents were born in Taos and Tucumcari.  I am an international student of Global Studies passionate about social and environmental justice. I have experience in coral reef restoration, turtle hatchery projects, developing an "eco-brick" cleanup and recycling project, and as a behavioral husbandry intern at the New York Aquarium. In Santa Fe I have done community organizing work with former city councilor, Rosemary Romero, including affordable housing meetings, National Forest conferences, and contract work for the Census Bureau and NM Coalition to End Homelessness. I am a self-employed tutor and multimedia artist/graphic designer. I believe art is an invaluable tool for communication and creating positive change." Zip code: 87507, Age Range: 21-30, 25 years in Santa Fe (lifelong), Languages: English, Spanish

**M.O., High School Intern**

“I see myself as a member of a community that is filled with diversity and acceptance to all. It’s a community that allows many different cultures to exist like mine, which is Mexican. My culture has food filled with all kinds of chilis, dairy products, plus beans. It also prioritizes family over everything, and believes you are not truly dead until you're forgotten. My work experience comes from volunteering with NHS, National Honors Society, which provides me with opportunities to volunteer. An example of our teamwork would be when we did a river clean up through which we were able to clean up trash and beautify the river.” Zip code: 87507, Age Range: 16-19, 16 years in Santa Fe (lifelong), Languages: English, Spanish

**Mark Westberg**

“I am a queer, mentally-divergent freelance artist, actor, musician, and activist who serves as a director with the Santa Fe Human Rights Alliance. I would describe myself as a traveler and as adventurous.  I am both willing and open to learning and trying new things and doing my best to try to expand my worldview and practice empathy daily. I also enjoy exploring different parts of my being, as opposed to just remaining a one-dimensional person. Myself as an artist, as well as a human being, are what I would describe as colorful, eclectic, and hyper-curious. My community is extremely multilingual, multicultural, and diverse, deriving from a wide and in-depth array of history, especially in Santa Fe, NM.  Additionally, I am Italian and Swedish.  My Italian grandparents, great grandmother and aunt immigrated through Ellis Island, New York City in the late 1900's. I'm very proud to be a product of immigration to this country.  I also graduated with honors from the Santa Fe University of Art & Design in spring 2014 with a BA in theatre performance. I earned my SAG/AFTRA card in 2016.  I employ many artistic fields of expression including composing and playing music as well as appearing on multiple stages performing in theatre productions. I believe that all the different fields combined go hand in hand and can easily influence one another. Music can inspire what I draw, and that piece of art can become music. In 2016, I released a solo EP titled Starseed Phantoms.” Zip code: 87507, Age Range: 21-30, 12 years in Santa Fe, Languages: English

C

## QUESTIONS FOR PUBLIC DIALOGUE

PUBLIC DIALOGUE QUESTIONS

All CHART dialogue sessions began with questions/prompts that were provided to registered participants before each event. The questions/prompts were also repeated in the introduction to each session. Dialogues were held via Zoom throughout the project. In-person dialogue began in March 2022, following state health guidelines for COVID-19. The overall theme for the sessions in January, February and March were “Monuments,” “Equity,” and “Belonging,” respectively, and were determined by responses to CHART Survey 1. The same questions were the basis for one-on-one interviews conducted in May 2022.

**MONUMENTS**

- WHO or WHAT deserves a public monument/memorial/work of public art (etc.) and why? Who/What is worth honoring, and why?
- If existing monuments/memorials/works of art need to be reconsidered, what is the ideal process for this? What steps should be taken, and why?

**EQUITY**

The CHART project is using the following descriptions of equity and equality: equity involves trying to understand and give people what they need to enjoy full, healthy lives. Equality, in contrast, aims to ensure that everyone gets the same things. Like equity, equality aims to promote fairness and justice, but it assumes that everyone starts from the same place and needs the same things.

- Talk about an experience you’ve had in Santa Fe (city and/or county) that makes you think about equity and inequity. What made the situation equitable or inequitable?
- If you were an elected official, how would you make a real difference in terms of equity? Creative thinking and solutions are encouraged.

**BELONGING**

Share a story/experience when you felt a strong sense of belonging in Santa Fe?
Share a story/experience when you felt the opposite of belonging in Santa Fe? Where and when, for example, did you feel excluded?

# DATA COLLECTION AND ANALYSIS*

**Please see the "Methods" section of this report for an introduction to the following information.*

## Data Collection

*Meetings, Engagement, and Outreach*

A dedicated log was maintained throughout the project in order to track activities, events, meetings, conversations, emails, and phone calls. By the end of the project the log had 314 entries. Each entry included the date, description, participants (names and/or task-based group), number of people involved or reached, primary affiliation(s) of attendees, CHART leadership and administration involved, location, and topic.

Internal meetings included: evaluation, planning for events, facilitator training sessions, team meetings (including mentoring with high school interns), survey development, and regular meetings with the City of Santa Fe's Cultural Affairs Department.

Engagement data tracked registration and participation for each activity and event hosted by CHART (e.g., Opening Ceremony, Implicit Bias Trainings, Teen Dialogues, Cultural History Series, Art Activations, and Public Dialogue events), CHART participation events and activities hosted by other groups such as Juneteenth and Indigenous Ways Festival, and other information gathering and coordination meetings. Additional engagement data included: CHART in the media (i.e., SF New Mexico, Albuquerque Journal), views of CHART recordings available on YouTube from the Cultural History Series (various dates) and short films (April 28, 2022), one-on-one interviews, and evaluation forms completed by participants for each event and activity. [1]

Outreach data focused on e-blasts, newsletters, email, snail mail, phone calls.

*Website and Social Media*

Additional engagement and outreach data were gathered based on website traffic and social media stats. Website metrics collected included: site sessions, unique visitors, average session duration, and most visited pages. Social media statistics include post reach, engagement, and followers.

*Events and Activities*

For every activity and event, CHART tracked attendance and documented the engagement with photos and video. For events in which CHART requested pre-registration or registration at the door, it collected documentation of the event itself, participants' feedback and evaluations, and facilitators' reflections. Cultural History Talks/Presentations were recorded and made available on CHART's YouTube channel as were short films created about several events. Extensive notes were taken at public dialogues as well as dialogues hosted by organizations and  listening sessions. Close to 120 pages of notes from twenty-eight events were produced and became part of the binders provided to the Community Solutions Table.

*Participant Feedback*

During the project, participant feedback was collected in a wide variety of ways depending on the kind of engagement activity. For CHART events in which participants pre-registered or provided contact information at the doors of public events, the project utilized an online Wufoo form. After these events, CHART emailed those who had registered and sent a link. At art activations, CHART relied on rapid response mechanisms that were easy to complete when walking around or leaving an event. CHART also gathered 737 comments from 86 unique individuals regarding the 85 proposals submitted for its "Monument Dreams and Conversations" program, one of the main art activations undertaken during the project.[2]  At a film and public dialogue event in partnership with Littleglobe, Inc, CHART invited participants to write down their reactions or reflections on Post-it notes which then became prompts for the post-film small group dialogues. Pictures below show some of the responses.

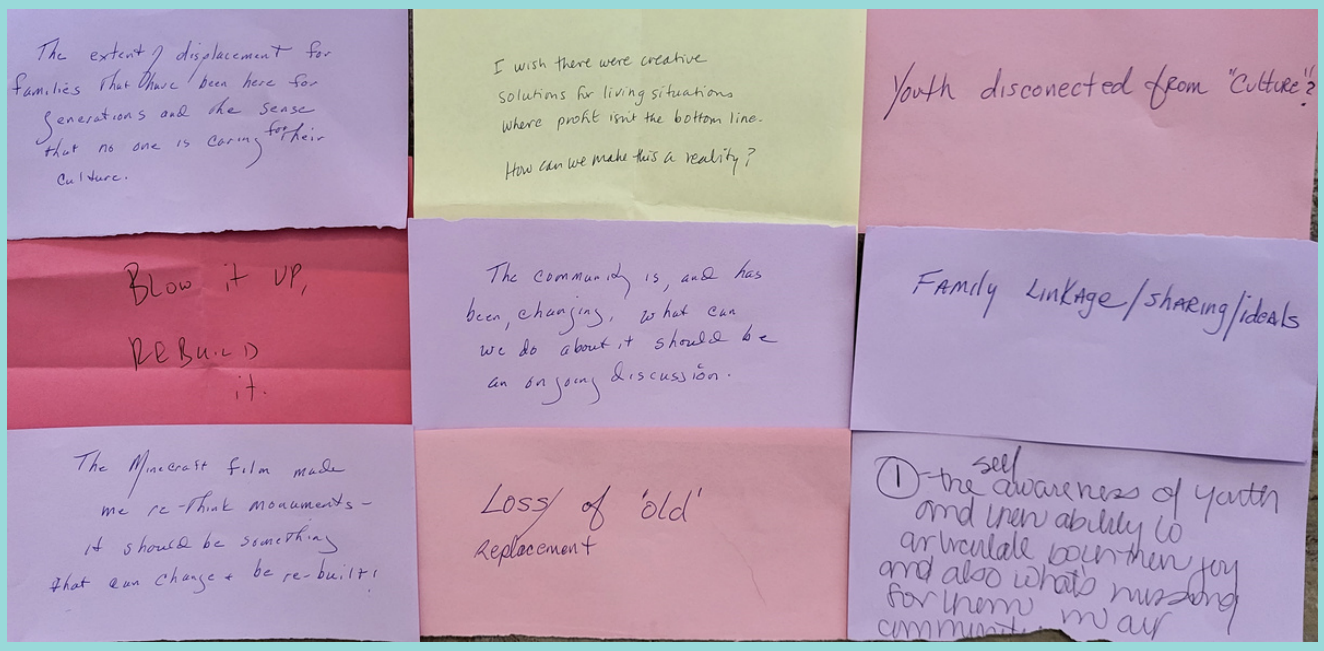


CHART also collected and stored participant feedback comments from calls and email communications and evaluation forms were sent to city staff and Governing Body members who attended implicit bias training. All became part of the large body of data collected during the project and informed activities going forward.

The evaluation forms submitted by those who pre-registered or registered at some events provide a subset of evaluation data that indicate participants' views about the quality and importance of the activity. After each of these events attendees were sent a link to a 15-item evaluation form in the 24 hours after the event.[3] Participants were asked what they learned, how important it was to have such activities in Santa Fe, if they planned to share what they learned with others, and if they would participate in another, similar event. Participants were also asked what more they would like to learn about and if there was anything else they'd like to share with CHART. Demographic information was requested, as well. For these particular events, the table below presents the proportion of participants who submitted evaluation forms:

| Event | Number of Participants | Response rate |
|---|---|---|
| January Public Dialogue | 69 | 65% |
| February Public Dialogue | 42 | 71% |
| March Public Dialogue | 29 | 55% |
| Cultural History Series Event 1 | 89 | 44% |
| Cultural History Series Event 2 | 39 | 46% |
| Cultural History Series Event 3 | 49 | 22%* |

*The discrepancy, here, may have to do with the fact that the third event was in person while the previous were online via Zoom. Before participants left Zoom events they received a link to the evaluation form, encouraging them to reply immediately while already online. With an in-person event, participants physically left the event and were emailed a link later. A much higher response rate occurred when participants were immediately able to access the online form to respond.

Evaluation forms from city staff and Governing Body members who attended the implicit bias trainings also provided a subset of evaluation data for the project. Attendees were asked to complete a 13-item evaluation form about their experiences. A total of 14 evaluation forms were submitted.

*Surveys 1 and 2*

As noted in the section on Iterative Development, Survey 1 was comprised of three open-ended questions: one on history, one on relationships, and one looking to the future. Between September and December 2021, 497 responses were received. Recommendations were extracted and included in the material provided to the Community Solutions Table for consideration.

Survey 2 was designed to gather quantitative information on important questions and topics raised by Santa Fe residents in CHART events and activities as well as from Survey 1 responses. Thirty-nine items were organized into 6 sections: culture, history, art, reconciliation, truth, and demographics. The survey was fielded during May and June of 2022. A total of 564 responses were received as of June 14, 2022. Results were included in the Community Solutions Table binders.

*One-on-One Interviews*

Finally, 13 one-on-one one interviews were conducted in May 2022 by CHART team members. These asked many of the same questions used in the January, February and March public dialogue sessions. CHART sought out interviewees from demographic groups that had not participated in large numbers at other dialogues, including Santa Feans ages 20-29, immigrants from Mexico and Latin America, and Indigenous, Black, and Asian American residents. Interviewers asked 7 open-ended questions. The data from these interviews is also part of the large body of information collected by the CHART project and assisted in the formation of questions for Survey 2.

**Data Analysis**

CHART analyzed data collected in several ways depending on the type of data and how it was going to be used. Two primary types of data were collected: open-ended, qualitative data and close-ended quantitative data. Data analysis was conducted for the purposes of project planning and reporting.

Quantitative data were collected through outreach and engagement logs, on evaluation forms, and through Survey 2. Simple frequencies were calculated using Excel 2016 for Mac and SurveyMonkey. Data were displayed using barcharts. Demographic data, where collected, was also analyzed to determine the ages, locations, and later race/ethnicity of participants. This information was used to inform outreach and reporting.

Qualitative data from Survey 1 was analyzed using several strategies appropriate to qualitative methods. A small analysis group was formed early on to identify recommendations as well as emergent themes, issues, claims, and concerns. Data was coded through a combination of project-related code and those that arose from the data themselves. For instance, project-related codes included cultural symbols such as the Obelisk, monuments, and statues as well as values such as respect, open-mindedness, justice, and pride. Coding was conducted in Dedoose 9.0, a qualitative analysis platform (www.dedoose.com) and Excel 2016 for Mac. Open coding was enhanced through word searches that were also coded. Data were sorted and analyzed by code to get a sense of convergence and divergence of experience and opinion. More detail on the coding for Survey 1 can be found in Appendix F.

*Participation in Surveys*

Survey 1 had 484 respondents, and Survey 2 had 593. The data across surveys were not aggregated because the responses were anonymous and there was no reliable way to determine if any particular individual completed one or both surveys.

*Demographics*

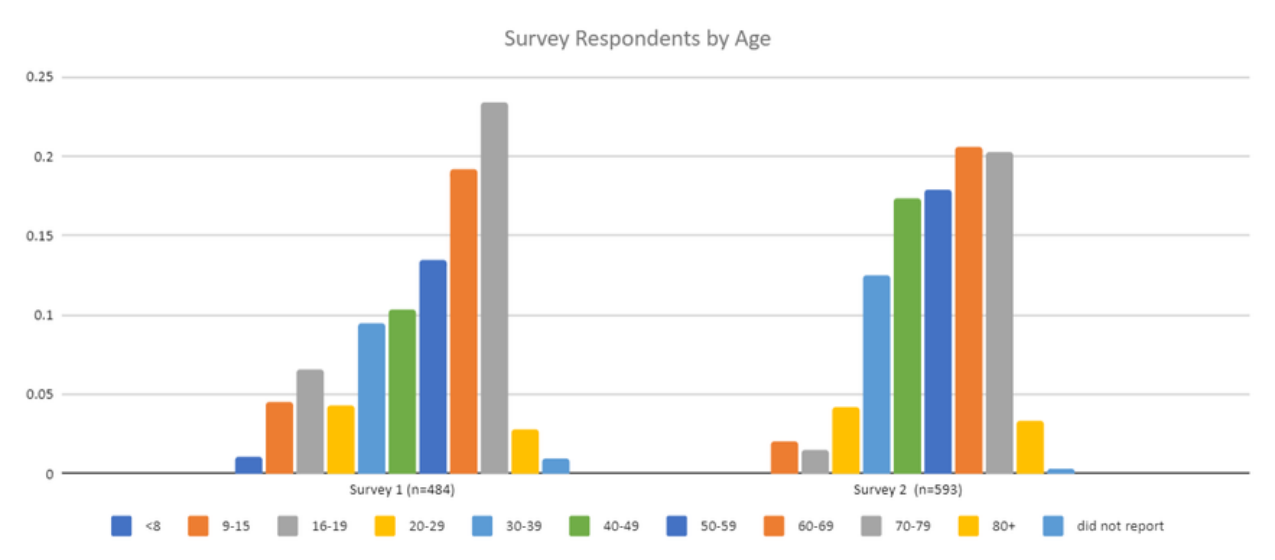
As noted earlier in this report, demographic information was collected from CHART participants where it was feasible and where it was unlikely to deter participation. Those opportunities were limited to CHART's 2 anonymous surveys, one fielded the third quarter of 2021 and the second one in May-June, 2022. Age and zip code were collected from survey respondents. Race/ethnicity information, not collected as part of Survey 1, was added to subsequent data collection for survey 2.

Race/ethnicity data collected for the purposes of tracking and ultimately addressing disparities in various sectors such as health and education. However, well-known data quality issues exist including misclassification and incompleteness. According to Kader et al. (2022), there are privacy concerns related to disaggregating results, especially for small populations.[4] For example, there are fears that findings can be used to target specific populations and can lead to willful misinterpretation to support stereotyping and discrimination. Additional issues are posed when limiting response options, and some individuals may not respond because they feel excluded if the race/ethnicity they identify with is not listed or when none of the responses apply.

*By age*

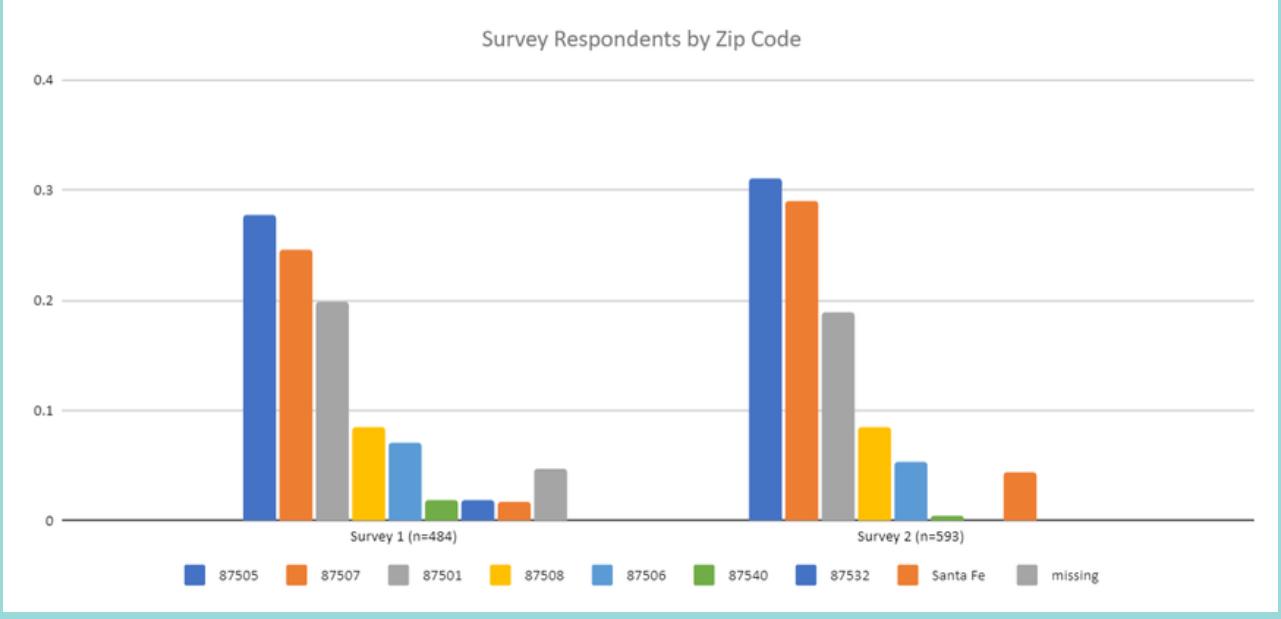
The bar chart below shows participation in the first and second survey by age. As the chart shows, the largest groups of participants for both surveys were between 60-69 and 70-79. These respondents accounted for 19.2% and 23.3% respectively of Survey 1 respondents and 20.2% and 20.6% of Survey 2 respondents. Although the age demographics skew

older, this is consistent with Santa Fe's population overall based on the ACS-2019.[5] The chart below an uptick of respondents from individuals 30-69 compared to the first survey. There was also a decline in participation of people under 30.




*By zip code*

The figure below disaggregates survey respondents by zip code. All in all, the distribution of survey respondents from Survey 1 to Survey 2 did not change substantively, staying within the 5% range from Survey 1.



Although some residents from Santa Fe County completed one or both surveys, their numbers were few. For survey 1, .6% were from 87594 and .2% each from 87592, 87574, 87504, 87567, 87401, 87535, and 87591. For survey 2, .8% were from 87010; .3% from 87502, 87504, and 87056; and 2% from 87574, 87567, and 87503.

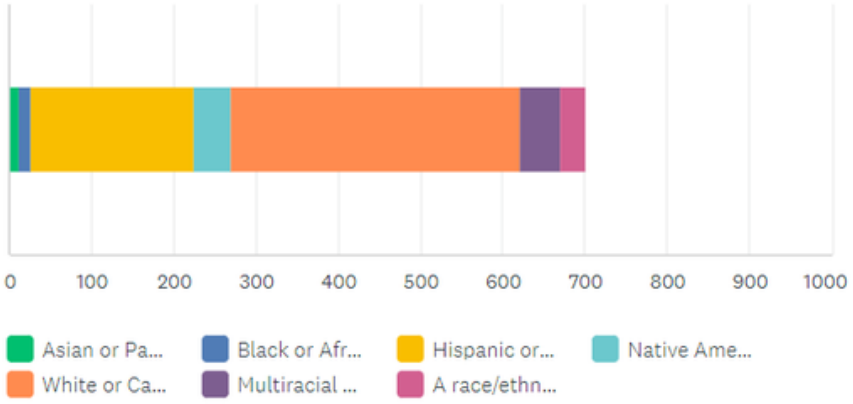
*By Race/ethnicity*

As noted above, originally, CHART did not gather this data to respect an individual's privacy and to avoid the possibility that people would find such questions intrusive. Upon request of several Santa Fe Governing Body members, CHART added a question to Survey 2 asking respondents how they identified. Response options included: Asian or Pacific Islander, Black or African American, Hispanic or Latino, Native American or Alaska Native, White or Caucasian, and Multiracial. Respondents could check as many boxes as they felt applied to them. The figure below summarizes the results.

**Q38**

Which of the following best describes you? (Check all that apply)

Answered: 589 Skipped: 50




| ANSWER CHOICES | RESPONSES |
|---|---|
| Asian or Pacific Islander | 2.04% |
| Black or African American | 2.55% |
| Hispanic or Latino | 33.62% |
| Native American or Alaskan Native | 7.47% |
| White or Caucasian | 59.93% |
| Multiracial or Biracial | 8.15% |
| A race/ethnicity not listed here | 5.43% |
| **Total Respondents: 589** | |

Respondents could “Check all that apply,” and filtered results show that 60% of those who self-identify as Black or African American checked more than one box; 57% of those who self-identify as Native American or Pacific Islander checked more than one box; 50% of those who self-identify as Asian or Pacific Islander checked more than one box; and 31% of respondents who self-describe as “Hispanic/Latino” checked more than one box.

In the “Culture” and “History” sections, earlier in this report, we discuss the remarkably complex nature of the current Santa Fe community. It is why tracking demographics, using exclusive categories, is problematic.

Those who identify as White or Caucasian comprised just under 60% of respondents for Survey 2 followed by 34% who identified as Hispanic or Latino. Unfortunately, it is not possible to compare these proportions to those in the American Community Survey (ACS-2019) because Hispanic is written as a separate question in the Census. The ACS-2019 reported that 54.4% of Santa Fe residents responded that they were Hispanic, non-white, and 45.5% were white, non-Hispanic.[6]

Individuals identifying as Native American or Alaska Native made up 7.6% of Survey 2 respondents, more than 2 times as many as are reported in ACS-2019 (7.6 vs 3.2% respectively).

[1] Evaluation data collected for events and activities are discussed under that heading
[2] Comments were still being entered at the time that this report was drafted..
[3] The number received for each activity was logged under Engagement in the Engagement and Outreach log described above
[4] Disaggregating Race/Ethnicity Data Categories: Criticisms, Dangers, and Opposing Viewpoints. Kader, F., Doan, LN, Lee, M., Chin, MK, Kwon, SC, and Yi, SS. March 25, 2022. In HealthAffairs.
[5] Source: ACS-2019, https://censusreporter.org/profiles/05000US35049-santa-fe-county-nm/, last accessed 1/30/22.
[6] Source: ACS-2019, https://censusreporter.org/profiles/05000US35049-santa-fe-county-nm/, last accessed 1/30/22.

## CHART EVENT/ACTIVITY PLAN*

*For every CHART event/activity, there was a plan like the following.

EVENT/ACTIVITY PLAN

### Theme for March: *Sharing Our Stories, Listening to Learn About Belonging*

Information sent to pre-registered guests:

The March session is an IN-PERSON event. Proof of vaccination is REQUIRED.

Date: Sunday, March 20, 2022
Time: 2-4 pm
Location: Downtown Santa Fe Community Convention Center

Included in the dialogue:

- Share a story that reveals something important about you, your family, or your background.
- Share a story/experience when you felt a strong sense of belonging in Santa Fe?
- Share a story/experience when you felt the opposite of belonging in Santa Fe? Where and when, for example, did you feel excluded?

There will be an hour of one-on-one conversation followed by a break with refreshments. The final hour will be devoted to larger group discussion. Refreshments will be available throughout the session.

## ACTIVITY PLAN

Location: Santa Fe Community Convention Center

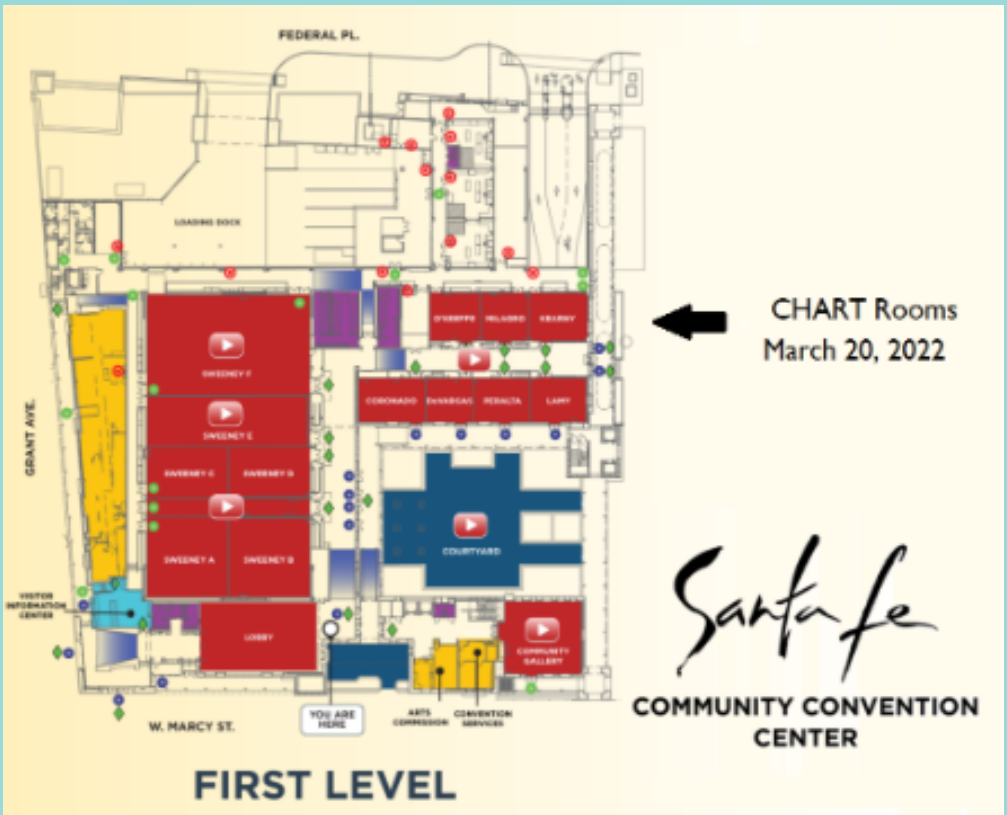



**CHART STAFF (PLEASE ARRIVE AT 1:15 pm AT THE LATEST)**

*Milagro Room*: **Kearsley and Maureen** will greet people and staff registration table. Additional team members will make sure rooms are set up properly and then "roam" registration area, welcome guests, and assist with refreshments and "Monumental Dreams" table, if necessary.

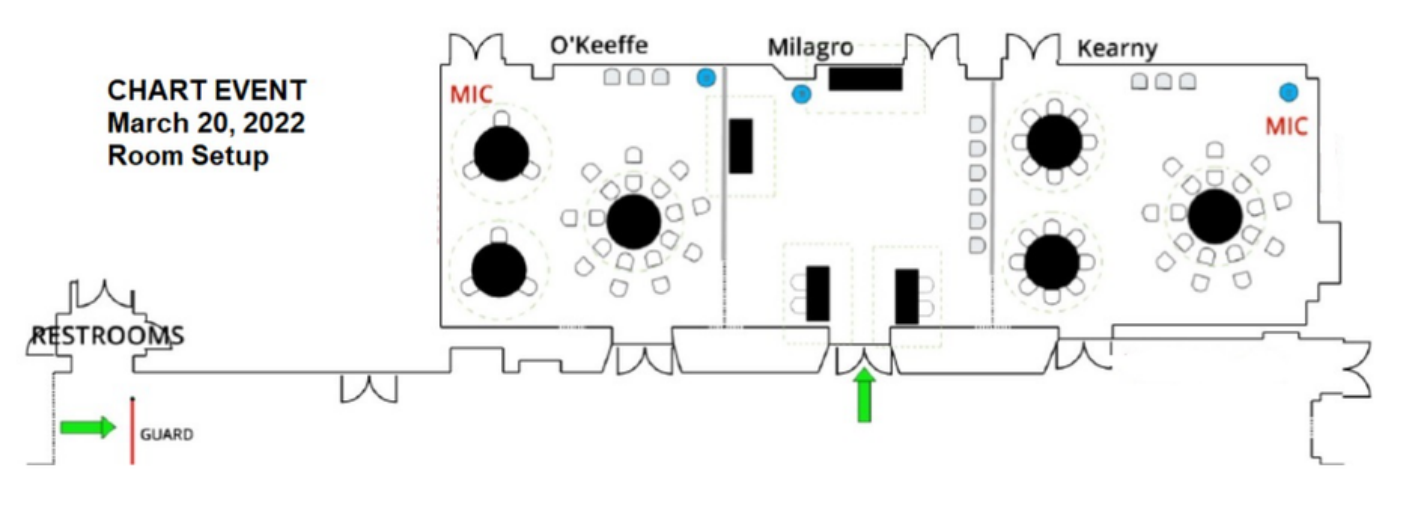
*Kearny Room:* **Jenice** is the Primary Facilitator for one-on-one dialogue. Second hour: ***Jenice (Facilitator), Maureen (Facilitator)*** *and* ***Michelle (Notetaker),*** *and* ***Santiago (Facilitator)*** *will be facilitators for the second hour.* ***Jenice and Santiago - be prepared to audio record your small group discussion for the second hour.***

*O'Keefe Room:* **Valerie** is the Primary Facilitator for one-on-one dialogue. Second hour: **Trace** (facilitator) and **Kenn**y (Notetaker); **Simesha** (Facilitator) and **Hernan** (notetaker); **Valerie** (Facilitator) and **Mark** (Observer). **Valerie** - be prepared to audio record your small group discussion.

**VERY IMPORTANT: Mark and Michelle**, if we have odd numbers for the first hour, we ask that you be willing to take part in the concentric circles, one-on-one conversations.

## ROOM SETUP

*Milagro room*: registration tables (2), refreshment table, “Monumental Dreams” materials table. *Kearny and O’Keeffe rooms*: each with three tables, total of 25 chairs. One table will be the location for the first hour with concentric circles, 9 x 9 chairs facing each other, to facilitate o**ne-on-one conversation. The other two tables will be elsewhere in the room with additional chairs.**




**MATERIALS:** photo and video release group form; name tags; 4 8 1/2/ x 11 white pieces of paper that read, in big letters, “30 SECONDS”; individual programs (pre-marked with names and colored dots to indicate rooms and groups) with first hour discussion prompts; registration list with groups and corresponding color dots; refreshments, “Monumental Dreams” handouts with proposal forms, samples of Paper Monuments proposals–maybe in plastic sleeves in binder; 5-8 post-it flip chart pads on walls with title at top: “Building Stronger Relationships in Santa Fe;” 20 colored markers on a table somewhere for flip chart pads; table signs with colored dots; “CHART” way signs to tape up in convention center

**1:30 - 1:50 PM: REGISTRATION**

Check in all participants, whether they have pre-registered or not. Participants must show PROOF OF VACCINATION in order to participate. Kearsley will have lists of those who have pre-registered, with their group assignments. Those who did not registered will receive group assignments. Let guests know that refreshments will be available throughout the session. Guests are also invited to visit the “Monumental Dreams” table and take the handouts.

## ONE-ON-ONE CONVERSATIONS (1 hour)

**1:50 PM: VALERIE - Tribute to Tomas**

**VALERIE**: Greet people again and ask people to please move to their designated rooms to get started. Room assignments will be in their programs.

**In breakout rooms:**
**TEAM:** Adjust chairs in concentric circles to match actual number of attendees in the room.

Make sure each attendee has a program and ask attendees to take a chair in the concentric circles, facing one other chair. **Mention that anyone with limited mobility is encouraged to sit in the inner circle.** Programs are important and will help with anyone who is hard of hearing and will help participants who are nervous about experiential/unfolding meetings where there is not a traditional structure.

**NOTE: those in the "OUTSIDE" circle will shift from chair to chair. Those in the inner circle will stay put.**

**Once everyone is seated, CHART team members should sit down elsewhere in the room.** From this point on, the primary facilitator will guide people through the prompts.

**TEAM MEMBERS: If you are not facilitating the one-on-one conversations,** your primary role during the first hour of the event is to assist the primary facilitator and participants in any way they need it. Help people in the OUTER circle to shift chairs to the right (especially in the first round as they're learning how to do this). Unobtrusively, listen to conversations for anything that could go wrong. Serve as gentle, ever-present assistants. At the same time, please sit rather than "standing over" the proceedings. Watch for things like the following:

- If anyone needs help settling in a chair, please assist.
- If someone looks confused or upset, please go to them, crouch down, and quietly ask if they need assistance.
- If anyone looks uncomfortable or there is conflict, go to the pair and mediate.
- If someone gets up and needs to go to the restroom while conversation is happening, it would be okay to keep their chair warm and engage with their partner while the other person is away.
- If you notice that anyone seems to be in medical distress, let the facilitator know right away.
- In other ways, assist with the smooth unfolding of activities.

**JENICE IN KEARNY** AND **VALERIE IN O'KEEFFE:**

Welcome participants and assist them with getting seated. Again, anyone with limited mobility or in a wheelchair should be seated in the INNER circle. Make sure participants are in the right room. Group assignments are in the program.

**PRIMARY FACILITATOR** (in each room) gives clear instructions:

- Welcome everyone warmly. Introduce yourself. Introduce the CHART team members in the room.
- **Share a Land Acknowledgement:** "Artful Life wishes to acknowledge that its project, CHART Santa Fe, takes place in locations on the unceded traditional lands of the Tewa people, O'gah'poh geh Owingeh (White Shell Water Place). We also acknowledge the surrounding landscapes of Pueblo, Apache and Navajo communities, whose people continue to maintain vital connections to this place. Artful Life is dedicated to maintaining respectful and mutually beneficial relationships with these communities";
- Housekeeping - point out location of restrooms, beverages and snacks, etc.
- Provide an overview of the session - CHART is dedicated to community-building through sharing our stories, perspectives, and values. More than addressing controversies about monuments and statues, CHART is also dedicated to truth, healing, and reconciliation for the community of Santa Fe.
- Today, you are going to meet many people in this room and share your experiences. This first hour is a kind of "round-robin." We hope this will be both interesting and very meaningful. We will guide you through the transitions.
- In your pairs, you will have four minutes - 2 minutes per person - to respond to the question/prompt. Please allow your partner two minutes to speak and share, and he/she/they will allow you two minutes as well. We will alert you when 2 minutes have passed so you can switch to your partner.
- Your program includes the questions for additional support.
- After each round, those in the OUTER circle will stand up and move to the chair to the RIGHT and then you will have time with a different partner. Don't worry, we have many CHART team members here to assist.
- Please be aware that there will be many conversations taking place at once to shift your chairs closer or further away from your partners to be able to hear each other. If you cannot hear your partner, please let them know to speak up a little.
- A few important GROUND RULES: while your partner is speaking, please refrain from interrupting. Your job is to listen during your partner's two minutes, and vice versa. If there's time left before shifting chairs, feel free to respond and ask questions of each other, But first, really listen to what your partner has to say.

- Please be aware that comments that are accusatory or offensive work against the goal of today's session which is making meaningful connections with each other. Honesty is encouraged; hostility is not. If any one of you feels uncomfortable during your conversation with another person, please walk away into the next room and we will make sure that a team member speaks to you privately.

OK, let's get started with the first prompt:

1. Introduce yourself to your partner and share a story that reveals something important about you, your family, or your background. (2 minutes each). After two minutes, ask pairs to switch roles.

Those in the OUTSIDE circle move one chair to the right.

Do the above THREE times.

2. Introduce yourself and share a story/experience when you felt a strong sense of belonging in Santa Fe. Where and when did this happen to you? What happened? (2 minutes each) With the same partner, share a story/experience when you felt the opposite of belonging in Santa Fe? Where and when, for example, did you feel excluded or marginalized? (2 minutes each).

Those in the OUTSIDE circle move one chair to the right.

Do the above TWO times.

3. Introduce yourself to your new partner. Now, share ideas about how to nurture connections between people from different backgrounds in Santa Fe. How can we build stronger relationships with our fellow Santa Feans? (3 minutes each)

Those in the OUTSIDE circle move one chair to the right.

Do the above TWO times.

PRIMARY FACILITATOR - thank everybody for this part of the event and let them know we'll take a break for 15 minutes. Let participants know there are flip chart papers on the walls in the middle room and we ask them to share their ideas for nurturing connections and building community on these sheets while enjoying refreshments.

**15 MINUTE BREAK** with refreshments

**TWO TEAM MEMBERS:** during the break, meet and greet the participants and encourage them to share ideas for community-building on the flip chart sheets.

**ADDITIONAL TEAM MEMBERS**: in your assigned room (Kearny or O'Keeffe) shift chairs so there are EIGHT CHAIRS at each table. Shift tables as far apart as possible to help with noise during the busy second part of the session.

**AFTER 15 MINUTES:** ask people to go back to the rooms they started in and look for their table number on their program. This will tell them where to go.

**SMALL GROUP DIALOGUE** (40-45 minutes or until 4 pm)

**SMALL GROUP FACILITATORS:** Lead a thoughtfully-facilitated open discussion in groups of 6. Notetaker will take notes. If there is no notetaker, audio record your small group session. Facilitator should make sure that each person gets an opportunity to speak for about the same time but there is no strict format. Watch the time.

**NOTE**: For groups without notetakers, please record the small group discussion.

**QUESTIONS/PROMPTS FOR DISCUSSION**

(Times are approximate)

1. Facilitator- introduce yourself and any notetaker or observer. Record session if no notetaker is present with clarification to attendees that records are only used to document session and will never be shared publicly.
2. Start with going around the table with introductions. Names are enough.
3. If you have to record your group (there is no notetaker), let the group know that the recording is used only to create notes and will never be shared publicly. Notes from the session will be part of the large body of information that will INFORM recommendations to the governing body.
4. Encourage participants to be both honest and respectful.
5. Let people know that you will facilitate the discussion and that your job is to make sure everyone gets to speak for about the same amount of time. Encourage people to keep their comments to 1-2 minutes at a time and be aware of balancing the amount of time everyone gets to speak. (#1-#5 10 minutes)
6. *First question:* what did you hear your fellow Santa Feans say about feelings of belonging and not belonging and what did this make you feel and think about? (15 minutes). If you need to, emphasize that this is about reflecting back to others what you heard.
7. *Second question:* what seems to be ENCOURAGING a sense of belonging in Santa Fe, and what is PREVENTING us from being a community of belonging? (15 minutes)

**CHECK TIME - OUR GOAL IS TO FINISH AS CLOSE TO 4 PM AS POSSIBLE**

8. *Third question:* What kinds of concrete things can we do to BUILD STRONGER RELATIONSHIPS between Santa Feans? (10 minutes)
9. *Final question:* What will you take away from today's event? (15 minutes)

# CHART SURVEY 1 METHODOLOGY AND SUMMARY OF RESPONSES [1]

SURVEY 1 METHODOLOGY & SUMMARY

1. **Acknowledgments**
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- *How can we come to a fuller understanding of the history of Santa Fe?*
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- *How can we build healthier relationships while acknowledging our differences?*
  -Talk together. Listen more.
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6. **Conclusions**

**Acknowledgments**
I want to offer deep appreciation to CHART facilitators Simesha McEachern, Peter Nguyen, and Kenneth Pin for working with me in CHART's Qualitative Analysis Group. No small task to make sense of close to 300 pages of text and 484 responses. Your work and insights have been invaluable. Respect.

I**ntroduction** [2]
One of the first activities CHART conducted was fielding Survey 1 in English and in Spanish. The survey was comprised of three open-ended questions—one about history, one about the present, and one looking to the future. Responses were collected from September 8-December 31, 2021. A total of 497 responses were submitted, and 484 were retained for analysis. [3]

It's worthwhile revisiting what was happening in the United States and the world in the fall of 2021 and its lead up. The COVID pandemic continued to shutter businesses and schools after a year and a half. In person gatherings were not allowed under New Mexico public health orders, and a fraught mayoral race was gearing up for November's vote. The previous year, the Black Lives Matter movement had significant energy, crystalizing anger and frustration at systemic inequities that the pandemic had laid bare. Many statues and memorials, including Soldier's Monument (the Obelisk), were damaged and in some cases, removed, as they signified to many people tributes to violence and white supremacy. This is the context into which CHART launched its first survey. The themes that emerged in analyzing the survey results reflect this context and are best interpreted with this in mind.

**Description of Survey and Data Collection**
CHART's first survey had three open-ended questions: (1) How can we come to a fuller understanding of the history of Santa Fe? (2) How can we build healthier relationships while acknowledging our differences? and (3) How can we become good ancestors to our children, their children, and generations to come?

Responses were mostly gathered online through the Wufoo platform. CHART and the external evaluator, Alexis Kaminsky, assessed the demographic make-up of respondents over time to ensure proportional representation from city and county zip codes and across all age groups. The project developed a multipronged outreach effort to target residents who were under-represented in responses collected the first few months that the survey was open. Additional surveys were collected at CHART's Opening Event, Pojoaque Valley High School, Capital High School, El Camino Real Academy, Santa Fe Place Mall, El Museo Cultural de Santa Fe, Café Castro, Angel's Coffee House, and Children's Museum.

**Data Analysis**

Survey results were analyzed using several strategies appropriate to qualitative methods. First, a small group of CHART facilitators worked with Kaminsky to identify themes and topics in the responses and conduct preliminary data coding in Excel 2016 for Mac and Google Sheets. The team met every few weeks to review coding and to work through differences as part of building a strong, consistently applied coding system.

Codes used to tag and organize the data came from CHART's activities and goals as well as those that emerged from the data. For example, project–related codes included cultural symbols such as statues, memorials, and monuments and values (i.e., respect, honor, pride, compassion). Other codes were not identified beforehand but emerged from multiple readings of survey responses and identification of recurrent themes and topics. For instance, equity and belonging were two themes that emerged as important. Also important were the concepts of inclusion, difference, and sharedness or what is held in common. The emergent themes in particular, reflect the tenor and topics of the times.

Kaminsky transferred coding done in Excel to Dedoose (www.dedoose.com), a web-based qualitative data analysis platform, to facilitate analysis. Further coding was conducted via word searches. For instance, as part of identifying shared values, the Qualitative Analysis Group read through all of the survey responses, making note of values embedded in them. After meeting to discuss values that seemed to be most common, Kaminsky ran word searches in Dedoose to ensure thoroughness. Values on which word searches were conducted included: compassion, honor, pride, respect, tolerance, truth-telling, empathy, fairness, integrity, honesty, trust, open-mindedness, and tradition. Respect surfaced as the most shared value across the full set of responses and was brought up by 26% of Survey 1 respondents. The second and third most shared values were related to "tradition" (17% of respondents) and open-mindedness (8% of respondents). The table on the next page lists the codes used to analyze Survey 1 along with descriptions of what each code entailed:

| Table 1: Analysis Code and Descriptors | |
|---|---|
| Code | Description |
| Inclusivity | Has to do with fuller history, bringing in multiple perspectives and points of view, especially those of native peoples. Inclusiveness is also about complexity of relationships, both good and bad (as opposed to more mythologized relations where everyone from every group always got along). Also relates culture insofar as Santa Fe is more than tricultural. It is multicultural. Finally, inclusivity encompasses those that respondents felt should be involved in decisions about public art and monuments.Inclusivity brings challenges as well, particularly for those who have been dominant such as long-time Spanish families because they have to move over to make room for others. Inclusivity is brought up by 50% of Survey 1 respondents. |
| Education and Learning | Has to do with how to get to a fuller history of Santa Fe and how to be good ancestors. The code includes venues for learning, both formal K-16 as well as informal public dialogues, museums, libraries, and community organizations. Part of education and learning is addressing misconceptions from partial histories and working through what is and is not reliable information. Education and learning are brought up by 43% of Survey 1 respondents. |
| Dialogue and Listening | Has to do with building stronger relationships. Essential here is the attitude that one brings to engagement such as openness, honesty, and respect. Recommendations included facilitated dialogues, listening circles, and human library. More than talking, people need to listen. 33% of Survey 1 respondents mentioned dialogue and listening in their answers. |

| Code | Description |
|---|---|
| Equity | Has to do with how resources are allocated across Santa Fe, economic disparities, wage stagnation, housing, gentrification, and access to resources. Equity is also raised in relation to representation in public art and in acknowledgement that Santa Fe's statues and monuments do not reflect the contributions of many peoples that make up the community in the past and currently, particularly those first inhabitants. White privilege, colonialism, and racism all factor into inequities and perpetuating them. Equity is brought up by 45% of survey respondents. |
| Cultural Symbols | Includes terms such as: obelisk, monuments, statues, plaques, and memorials. Also coded here are comments about Soldier's Monument, what happened to it, and what should happen now. 28% of Survey 1 respondents mentioned cultural symbols. 12% of these comments related to Soldier’s Monument. |
| Environ-ment | Has to do with water, land, and climate change and is brought up mostly in relation to being good ancestors. It includes equity, property, and open space as well as the idea that environment is inextricable from Santa Fe culture and history, particularly in terms of colonialism and stolen lands. Environment is raised by 22% of Survey 1 respondents. |
| Belonging | Has to do with assumptions about who is "Santa Fean" and who is not, and correspondingly, who has a right to speak about what should happen in the city and county. Language related to belonging is often framed around who does not belong (i.e., "outsiders," "out of towners," "transplants," and "YOU") and implied in phrases about Santa Fe bonifides (e.g., "400 years). Belonging is brought up 19% of respondents. |

| Code | Description |
|---|---|
| Values | Encompasses the range of values stated implicitly and explicitly throughout Survey 1 responses. Value terms searched for included: courage, humility, tolerance, respect, open-mindedness, empathy, compassion, honesty, truth-telling, pride, tradition, heritage, cooperation, fairness, justice, and responsibility. |
| Respect | This value was most shared across the responses received. Respect was brought up by 21% of Survey 1 respondents. |
| Recom-menda-tions | Has to do with actionable suggestions from Survey 1 participants. These were extracted from Survey 1 data and provided to the Community Solutions Table for consideration. |
| "Angry" | Includes responses that read as condemnations and grievances. Take 3 primary forms: people from Spanish heritage who say that they are being "erased," fury about what happened to the Obelisk that specifically implicates the Mayor and City Councilors, and fury at white privilege and racism. Angry came up in about 14% of the responses received for Survey 1. |

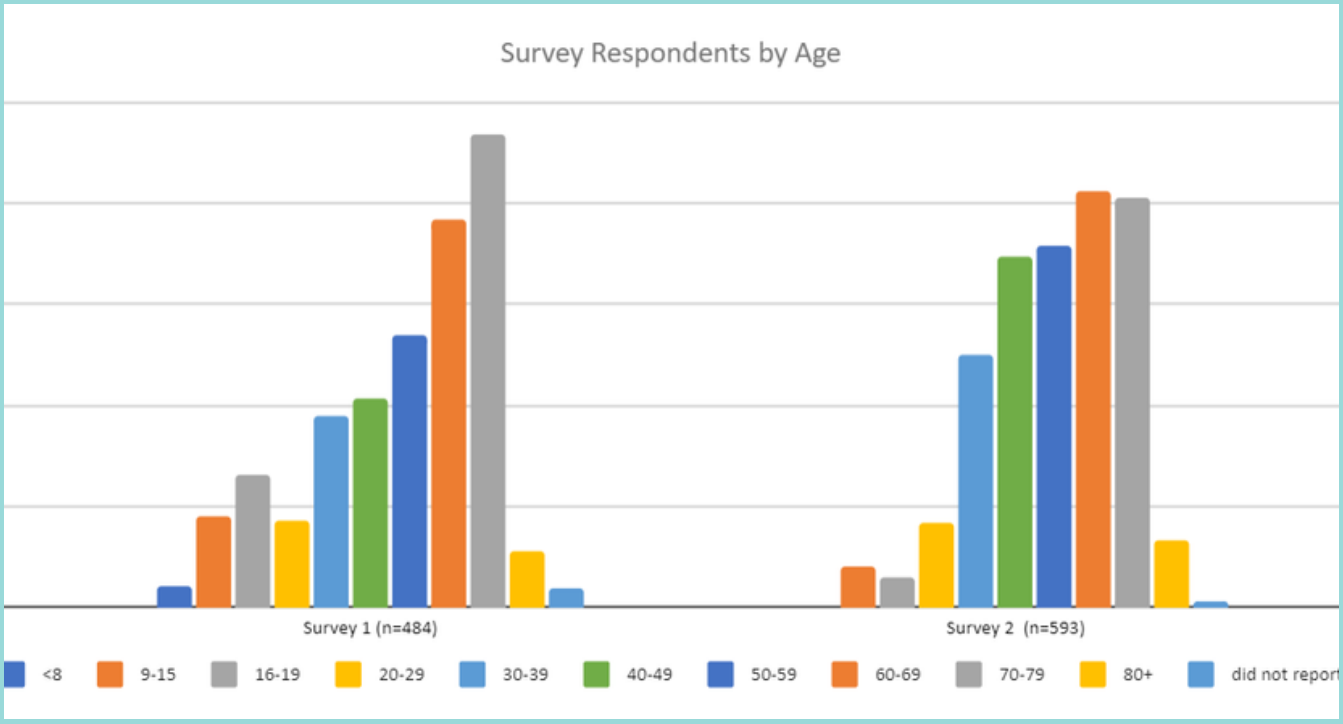
Data were sorted and extracted by code to examine similarities and differences across responses. For example, responses coded under “obelisk” included demands to restore it in toto, restore with more complete interpretative signage, and recommendations for replacing it. Responses coded under “equity” related to more inclusive representation in statues and monuments, the need for more equitable investment across all Santa Fe neighborhoods, and acknowledgement of significant disparities of wealth and access in the city.

Finally, to get a sense of the prevalence of various themes across the 484 responses received, code presence tables were generated in Dedoose. These tables were used to calculate the number of respondents making comments related to each theme. The number of responses per theme were then divided by 484 to determine the proportion of respondents making such comments.[4]

**Results**

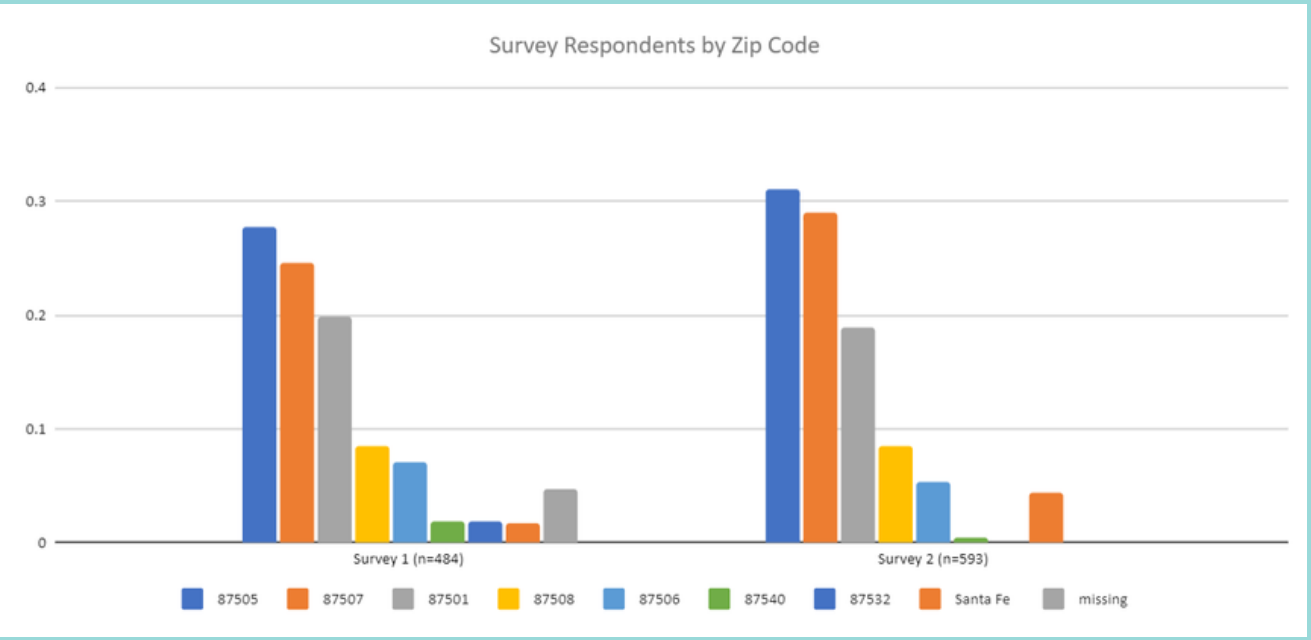
*Survey 1 Respondents*

CHART gathered age and zip code information from individuals who answered Survey 1.[5] This information was collected to see who was responding to the survey and who was not and adjusted outreach efforts to reach people from groups not well represented. Figures1 below compares the ages of Survey 1 respondents to Santa Fe residents overall based on data collected for the American Community Survey 2019. [6]




As Figure 1 shows, Santa Fe residents who responded to CHART's first survey were somewhat older than Santa Feans overall. That said, individuals from every age range submitted some comments to Survey 1.

Figure 2 below shows the proportion of responses for each of the Santa Fe zip codes listed. Residents in 87505 submitted the most surveys (28%), those in 87507 second most (25%), and 87501 third most (20%). Less than .5% of surveys came from 87504, 87592, 87574, 87567, 87401, 87535, and 87591. Five percent of surveys did not list zip codes.




The remainder of this section reports the findings from the analysis process described above. It focuses on sharing the range of responses made by 484 individuals and relies heavily on direct comments made by Survey 1 respondents.[7]

*How can we come to a fuller understanding of the history of Santa Fe?*

Make History More Inclusive

By far, the most frequent response to coming to a fuller understanding of Santa Fe's history is what is conveyed to be more inclusive. In the context of a fuller history, more inclusive referred to: (1) bringing in various perspectives and peoples that have been in the region over centuries and eons, particularly those that have been overlooked or inadequately presented; (2) moving beyond the tricultural myth; and (3) embracing the complexity of relationships that made Santa Fe.

Capturing the sentiment of many respondents, one person wrote, "History must be told from many different voices, experiences, and perspectives. With each sharing, more nuance and truth is revealed" (ID426). Many respondents emphasized foregrounding Pueblo tribes and their ancestors as the original inhabitants of the area as illustrated in the following quotes:

> “I believe for years many people have forgotten the first people that lived here and inhabit these lands. I think many pueblos around Santa Fe don't feel much recognized or have been forgotten in general. The pueblo people once lived and considered Santa Fe sacred before Spanish conquest. I'm from a near by pueblo and a Native American. I do understand history can't be rewritten nor can it be erase[d]. I also understand there is both sides of the blood shed between Natives and Spanish colonizers. I do believe we need to co exist and work with each other to help grow our communities and cities.” (ID102)

> “Center indigenous voices in this work, as well as the voices of people of historically erased cultures & communities.” (ID233)

> “Listen to indigenous voices. Do it often.” (ID122)

> “We also very much need to have a sense of the Indian Pueblo people who were here before Europeans arrived. Then, we need a sense of how Santa Fe has grown, developed, and morphed since the time of the city's founding.” (ID124)

> “Include much more of the Native American perspective when teaching New Mexico history.” (ID146)

In addition to more emphasis and attention given to the area’s native peoples, a number of respondents stated that Santa Fe’s history was broader than the three cultures that New Mexico is usually associated with (Native American, Hispanic, Anglo) and should reflect that.

> “Perspectives solicited should expand beyond the triad of cultures that typically is presented as the face of New Mexico—Native American, Spanish, and Anglo.” (ID135)

> “I think it is important that we expand the history of Santa Fe beyond the story of the conquistadors to highlight the stories of the indigenous populations and lesser known communities such as the stories of African American, Jewish and Middle Eastern Populations.” (ID22)

> “Ensure there is acknowledgement and annual celebration of the different cultures in Santa Fe. The primary are of course, Anglo, Hispanic and First Nations. But others are here also; Islam, Sikhism, Buddhist, etc.” (ID107)

> “Listen…to the stories of as many individuals from as many groups (racial, cultural, age diverse, religious, economic, social, unhoused, sexually-diverse, differently abled, etc.).” (ID238)

> “Reading as much history as possible from as many divergent sources, not just the official tourist info. Learn about the Indigenous people who were first here, Spanish colonial settlers, Mexicano people and then the Anglo traders, hunters, etc. Ancient geological history is important.” (ID289)

As the foregoing quotes illustrate, the fuller history envisioned by many people who responded to CHART’s first survey should include narratives of different races and ethnicities that have settled in the area. Additionally, a fuller history includes perspectives of various faith traditions, LGBTQ+, all age groups, different economic strata, and abilities. A common thread was that people needed to be the authors of their own cultural histories rather than others writing about them. This sentiment is well captured in the following quote from a Survey 1 respondent: “Each constituent group needs to tell the stories from their own perspective.” (ID76).

Many respondents stated that an inclusive, fuller history would show the complexities that exist, the good and the bad of different groups as well as what is held in common and what is distinct as illustrated below:

> “Include the good, bad and ugly aspects so we can learn that we can get through this and can live together.” (ID19)

> “Teach all of it. The pretty and the not so pretty - be honest about all of it.” (ID302)

Summing the reparative value of a more inclusive history, one respondent wrote,

> “It is important not to limit our knowledge to a simplified version…whether a glorification understanding or a knee-jerk condemnation of our repressive past and/or present. We must learn when we have come together as peoples as well as how we have clashed. One of the ways I suggest that adults and high school students could reach a fuller understanding is by deliberately seeking out the point of view of others. A good place to start is the 2010 book *White Shell Water Place, An Anthology of Native American Reflections on the 400th Anniversary of the Founding of Santa Fe, New Mexico.* Nearly all of the authors are thoughtful in their writing and do back their statements with historical documents as well as tribal histories. It is very clear that there is no one Native American perspective.

> Since various Native American tribes had very different interactions with the Spanish colonizers, Mexican troops, and the American military their perspectives do differ. Greg Cajete [8], about 71, of Santa Clara Pueblo writes that he was not taught an appropriate history of New Mexico including the history of his own pueblo until he went to college. Now he emphasizes the tragic and oppressed conditions as well as the periods of cooperation where his people supported the colonizers against the raiding, nomadic Indians. This is all part of the history of Santa Fe." (ID327)

Although many respondents wrote affirming the value of a more inclusive, fuller history of Santa Fe, there were some residents who argued that Santa Fe's history was already documented. The following quotes reflect the general tenor of these types of responses:

> "Learn about it, read about it, study the last 400 years' worth of history regarding acequias, land grants, talk to our Spanish elders in small communities like Canada de Los Alamos, Canjilon and Mora to see what customs are still alive and important." (ID415)

> "Stop trying to rewrite history based upon todays mores. The world was a different place in the past. Don't change it. Respect it and learn from it." (ID118)

> "Not sure why you asked the question 'further understanding.' It's pretty clear the understanding of the culture of Santa Fe, the Hispanics the Native Americans and Anglo and other cultures have always lived in unity have always treated each other w/ respect. Attended each other's festivals ceremonies feast days, concerts, operas. And we've always been in [awe] of the cultural diversity and curiosity. And it's unique beautiful, physically and spiritually. We have always taking care of each other now it's been severed and the questions should be asked why is there a wedge drawn between cultures help me understand what is the point what is your objective. When you first heard of Santa Fe you are probably enticed aroused by its cultural diversity and its deep rooted history and now you want it to be a toy that you could turn on and off. You are a part of its history. Embrace it don't destroy it. It's not a game to win its deep rooted history that is so unique, one should hold up their head high when they say they are from Santa Fe. And not say I moved to Santa Fe to change it to what I feel it's history should be. You can't change the course of the rio grande] and you can't change history." (ID269)

> “To me this question alone, ‘How can we come to a fuller understanding of the history of Santa Fe?’ is a loaded one. We KNOW the history of Santa Fe, why are we trying to change it in a way that pits Spanish against Natives? It was never this way growing up. We all celebrated our traditions peacefully amongst one and other.” (ID280)

Common across comments such as those above is a nostalgia for what is remembered as pastoral, peaceful, and uncomplicated. Perhaps from a particular vantage point, these memories are true. Yet from other perspectives, Santa Fe’s history is not so kumbaya.

Cultural Symbols

Important in communicating history are a city’s cultural symbols, and respondents’ answers to Survey 1 reflect this. Cultural symbols include memorials like the Obelisk, public art in its various forms, vernacular architecture, community celebrations, names of streets and buildings, and natural features like the Santa Fe River. These symbols make evident what is important and valued in the community. They also imply who is not so important and valued by what is absent.

The Obelisk

Given the impetus for the resolution that gave rise to CHART was the damage and removal of Soldiers’ Monument, it is surprising that only 12% of respondents (58 of 484) brought it up in their survey responses.[9] Comments about the Obelisk clustered into three areas: (1) what the Obelisk means to different people in Santa Fe; (2) concerns about what happened to the obelisk—both the defacement and its removal; and (3) what should happen with it now.

The Obelisk means different things to different people based on the responses to Survey 1. The quotes below illustrate the range of meanings associated with it:

> “It seems with the removal of the obelisk and Don Diego statues, that we are moving towards only recognizing one side of our city’s history. The Fiestas celebration is important to many locals and a city with deep historical roots in the Spanish culture. I worry that may soon change as well. Restore the statutes, continue the celebration and acknowledge our history.” (ID10)

> *“By re-building the obelisk to honor civil war solders and bring Santa Fe back to where it was before out of towners destroyed our plaza.” (ID200, in response to Healthier Relations)*

> “With the destruction of the Plaza, it is important to construct a symbol recognizing the cognitive and affective factors that were destroyed. Two of my great-great grandfathers are New Mexico Civil War Veterans. I am so disappointed with the dishonoring of my Hispanic and Anglo great great grandfathers fighting for equal opportunity in New Mexico and the United States.” (ID223, in response to Healthier Relations)

> “Somehow the ugly, divisive obelisk has become a dividing line. The obelisk had no artistic or cultural merit. What is important about the obelisk is the base which used to contain the word savages until someone in the seventies chipped the word out in the middle of the day and no one saw a thing. That is very Santa Fe. I hope to see the base of the obelisk in a museum setting with its cultural context on display.” (ID218)

> “Any cultural element, like a monument, festival, or celebration that allows an oppressive act to be memorialized--like the obelisk or the Entrada--should be banned.” (ID110)

> “Stop pretending that the obelisk was anything except a monument to white supremacy. Stop pretending that Fiesta is not also a celebration of white supremacy in the guise of celebrating Spanish Culture. Find a different way to celebrate what is beautiful about that culture rather than what is hate filled. This is stolen land.” (ID221, in response to Healthier Relations)

> “I also think that far too much has been made of the Obelisk issue, when we have far greater social problems that need solutions in Santa Fe. For example, there are still unemployed residents who need help with food, rent and utilities. And there are serious pollution issues on the Southside, where environmental racism is alive and well.” (ID124, in response to Healthier Relations)

Comments from Survey 1 respondents who wrote about what happened to the Obelisk—both the damage done to it and its removal—converged around a couple of themes: (a) the damage and subsequent removal were done by “outsiders,” (b) those that did the damage should be held accountable, and (c) removal of the damaged obelisk was done without community input and was a bad decision.  A subset of people who responded along these lines were highly critical of the Mayor and the City Council and skeptical about CHART.  The following survey responses are illustrative of these themes:

“We can come to a fuller understanding of the history of Santa Fe by holding criminals who destroy public property accountable in a court of law. Without accountability it will be difficult to understand a four hundred year history of building mutual respect for each other even when we have disagreement on the story of our history” (ID382)

“Enforce laws against those who deface and vandalize our city in a meaningful way.” (ID165)

“I THINK WE NEED TO LEARN FROM HISTORY IN THE PAST, HISTORY SHOULD NOT BE ERASED. I MAKES NO SENSE TO ALLOW ANYONE TO TAKE DOWN HISTORICAL MONUMENTS OR SURPRESS ANYONES THOUGHTS OR IDEAS.” (emphasis in original) (ID167)

“This is beyond disappointing that the Mayor of Santa Fe and Councilors had to resort to paying an organization to serve as mediators doe actions of thugs on the plaza last October.” (ID290)

“Those who have already made up their minds that the Spanish created all this divisiveness need to get better educated and understand that Santa Fe was never this divided until Mayor Webber decided to meet with 3 sisters and Red Nation and he alone decided that the statue of DeVargas and the Soldiers Monument along with the Kit Carson Obelisk needed to be removed without any input from those organizations or cultures who are affected by his actions. Unfortunately you are going to have outsiders who are chosen to moderate and facilitate during CHART and these people will not have any understanding of the History of Santa Fe. As it stands now the fix is in already for an outcome that the Mayor wants to see. You do not pay a facilitator 270K for an outcome you do not want, Sad to say CHART will only further divide this city and its people due to the outcome that everyone knows will happen and the result the mayor wanted.” (ID41)

“Through these complexities and difficulties, many generations of all races of New Mexicans have decided that they would all come together to enjoy all that Santa Fe and New Mexico have to offer. This wonderful gathering and acceptance of multi-cultural peoples has recently been destroyed by the actions of a few extremely radical groups (Three Sisters Collective (3SC), Red Nation (RN), some City Governing Body members, self-proclaimed “White-Privileged” individuals who criminally destroyed the Plaza Soldiers’ Monument, etc.).” (ID308)

Some of the quotes shared above include recommendations for what should be done with the Obelisk now. Recommendations made included: restoring the Obelisk completely, restoring it along with additional signage to better contextualize it, restoring the Obelisk in a different location (i.e., at the Military Museum), and replacing the Obelisk with something else. The Survey 1 answers below share these recommendations in respondents' own words:

> "Help the city get the monument back up in the plaza." (ID251)

> "Not by eliminating art and monuments and statues, but by leaving them and making sure they tell the entire story from all aspects. Add additional plaques or even other statues to explain all sides." (ID398)

> "I believe that there if there is a city space that acts as a museum with parts of the obelisk and other monuments that need to come down would be a historical educational contribution." (ID139)

> "A monumental water fountain to commemorate Santa Fe's charter could be perfect to replace destroyed obelisk." (ID16)

### Many Places and Ways To Learn History

"Learn about it," "educate yourself," "read," "research," and "listen"—these terms came up frequently in response to the question about gaining a fuller history of Santa Fe and are illustrated in the following quotations:

> "Listen to historians, research in our libraries." (ID414)

> "I believe that we can only come to a fuller understanding by reading, speaking with, and listening to different sources. It is impossible to see this town from all perspectives, but by seeing different views it may be easier to understand different opinions." (ID458)

> "We can read about multiple versions of the same events in our history. We can read stories and histories that offer a different narrative from the ones familiar to us. We can listen to speakers and panelists who present different historical perspectives." (ID75)

Mechanisms for conveying and learning about Santa Fe's fuller history that survey respondents suggested were multiple. Numerous respondents pointed to the critical role of formal K-12 education in teaching New Mexico history and are reflected in the following quotes:

> “Through education - in the schools.” (ID26)

> “Create ‘reach out’ programs in all elementary schools to help children learn from their early years the commonalities and to respect the differences among our mingled populations.” (ID24)

> “By working with the public schools on a well-rounded approach to New Mexican history, including from the point of view of the Native American population. I know that the schools are not governed by the City, but it might be a great idea to have elders/tribe historians come from the pueblos to teach the kids about Native American culture/history. Maybe this doesn't have to be in a school setting. Maybe at the libraries. It would be nice if it was in the schools though, so all the kids could learn.” (ID202)

> “Let us approach our public schools with activities. These activities need to respond to help meet state of New Mexico Standards. Perhaps retired teachers could be recruited to help design them. The film program at the Community College could be helpful in producing videos.” (ID2)

Some respondents that wrote that a fuller history should be learned in K-12 school acknowledged that their own education fell short. For instance, one person wrote, “Education, education, education. What I remember being taught in school (oh those many, many years ago) about history was all what we all now realize was so incomplete and inaccurate.” (ID412)

A few people who responded to Survey 1 enumerated existing historical resources in Santa Fe which are included below:

> “Better education of the history of Santa Fe (and New Mexico) is key. The state has extraordinary resources to utilize our museums and historians to become open-minded and respectful ancestors.” (ID144)

> “We do offer great museums, lectures, programs, events, art, poetry, music, historical sites and more and these should continue. More appreciation of our Pueblo values and history can and should be encouraged. A Southside 'Plaza del Sur' would be a great way to allow for more understanding and experience of more varied cultures living here.” (ID59)

> “We can take on the responsibility to educate ourselves about our history. We can do this by reading local histories, attending exhibits and lectures at the NM History Museum, the Museum of Spanish Colonial Art, the Museum of Indian Art and Culture and we can sign up for a docent led tour of historic Santa Fe that are sponsored by the NM History Museum. We can attempt to understand that cultural values change over times and that things that were acceptable beliefs in historic periods may no longer be acceptable by today's cultural standards.” (ID90)

> “Invite people from the original Pueblos to talk about their experiences and the history they know. Use books written and films created by Indigenous people, Mexicans, and professors of university programs such as IAIA, UNM, NMSU, etc. who know and study history. Have study circles where you read a book, listen to a presentation, etc. and then there is a discussion with the people present to clarify points, express ideas, etc.” (IDS1)

With these few excepts, lack of awareness of existing resources to learn about Santa Fe’s history was surprisingly common. For instance, numerous individuals proposed gathering oral histories from longtime Santa Fe residents; such stories have been collected and archived through various initiatives in the past. Other recommendations for venues and/or formats to communicate a fuller history of Santa Fe that Survey 1 respondents gave included: theater, nature walks, movies, books, lecture series, listening circles, town halls, oral histories, and public art, especially statues and monuments. These recommendations were sent on the Community Solutions Table for review and consideration.

Sticky Points

Gaining a fuller understanding of history is not unproblematic. Making room for others creates perceptions of “erasure” for those who feel they are losing status. The following quote describes this challenge well.

> “One of the challenges in understanding the history is the recent accusation of erasure of the past. Certain narratives have dominated the historical and cultural landscape of Santa Fe for a long time, particularly the narrative of successful and largely peaceful conquest. As we start to open ourselves to other narratives, many of those who held the previously dominant narrative have started to repeatedly say that they feel their culture is being erased. When a history is compiled, then, it is important to first show how there are many perspectives on history and that no one ‘true’ account exists” (ID121)

When history is viewed through multiple perspectives, long-standing narratives are questioned, raising concerns about what is true and what is biased, what are facts and what are opinions. Who or what are legitimate sources of knowledge also arise. The quotes below illustrate these types of issues.

“Talk to (listen to!) local descendants of original families of Santa Fe.” (ID295)

“Read and listen to people talk about their own peoples' histories, not just the academics.” (ID411)

“We need PROPER historians to tell their stories.” (emphasis in original) (ID280)

“We need to dispel the mythology of history and speak to the nuance and multiple ancestral perspectives of the history of Santa Fe. The mythology of ‘tricultural’ peace and love is getting in the way of a fuller understanding of a complex history.” (ID157)

“Make known: many indigenous peoples often were at war, the conditions that led to the Pueblo Revolt, the Spanish reconquest of 1692 was not peaceful, the Confederate and neo-Confederate lie called the Myth of the Lost Cause. Publicize: the internment camp for Americans of Japanese descent, how Polk started the Mexican War as a land grab that led to the American takeover of the southwest.” (ID79)

“Learn about the ancestral pueblo who lived here and then understand and teach truthfully and sensitively when the Spaniards arrived in 1598? And 1610. We all know the Spaniards explored and conquered globally. So how does history help us today? By accepting. Then we find common ways that peaceful coexistence was made possible. We have a beautiful and rich culture here because of the diversity. Even when 1920 artists arrive and 2021 tourists move here. Santa Fe is beautiful in its simplicity and welcoming ways. The history and home styles really are a special part of America —- like no other place. Should be cherished.” (ID418)

*“Get beyond the folklore of our history, for example that the DeVargas reconquest was peaceful. Perhaps sponsor a scholar (probably should be an hispanic) to write a city history that dispells the myths, explores both the negative and positive actions of our major ethnic groups and synthesizes a history that does not lay blame or guilt but instead places it in the context of the human story emphasizing that worldwide there is much history that is reprehensible, as well as courageous and perhaps even inevitable.” (ID384)*

*“By being open to new ideas. By being forward looking. By acknowledging the past without being focused on grievances. By realizing that things are complex (and so are people), e.g., by realizing that ethnic, cultural, or racial pride is the opposite side of the coin of racism, and that people are like coins that have both sides.” (ID228)*

It is worth noting that concerns about legitimate sources of knowledge, what is truth and what is opinion, are not unique to the CHART project or to what is happening in Santa Fe but part of the larger zeitgeist across the United States.

*How can we build healthier relationships while acknowledging our differences?*

Talk together. Listen more.
Many respondents wrote that healthier relations are built through dialogue and listening. Start with respect. Acknowledge differences. Find points of connection. Identify what is shared. These few points came up again and again in people's responses to Survey 1 and are illustrated by the quotes below:

> "By listening - hearing and acknowledging other perspectives. Identify the areas of overlap and commonality and make these the starting focus points." (ID206)

> "By talking and socializing and being kind to one another." (ID359)

> "We need to listen to each other respectfully and to hear other's concerns and viewpoints, even when then don't agree with ours, and through respectful dialogue, attempt to understand the other person's viewpoint and the factors shaping it." (ID90)

> "We need to listen more." (ID76)

> "Mutual respect and dialogue goes a long way to bringing peace and bringing people together." (ID416)

> "We probably need to find some little spot of common ground — which I believe is always possible — and then listen to each other's stories with interest." (ID326)

> "Get past the differences by realizing 'one way' is not better than the other. Teach respect of differences." (ID256)

> "Listen to both sides with respect. Respect other's opinions and beliefs. Bring a representative group together to discuss differences and lay out facts." (ID414)

> "Getting together individuals from diverse backgrounds, experiences and points of view for frank open, respectful conversations. Agreeing that it is o.k. to disagree without being disagreeable." (ID419)

What's Unique and What's Held in Common

Numerous respondents objected to framing the relationship question around differences. Concerns about using differences as a starting point for building healthier relationships are illustrated below:

> "As a person who identifies as Hispanic with integrated Native bloodlines, this question is appalling. Why could this not have simply been, 'How can we build healthier relationships?' I think that's because that is not what this city wants - Outsiders know that if they can keep us locals fighting, then we are distracted and they [can continue to] have free range to take over the city." ( ID71)

> "Quit emphasizing the differences. We are a mestizo people. Most of the native New Mexicans have indigenous blood and ties. New comers want to foment division and plant seeds of hatred that were long gone in Northern New Mexico." (ID56)

> "We need to cultivate a 'one-boat' approach rather than the us-them theme that has pervaded Santa Fe for decades." (ID81)

> "Everyone needs to take responsibility for how they use the information that they have. Make our differences sources of learning and sharing. No one owns the entire story of our complex history but we all have important chapters and characters that we can relate to. Healthy relationships come down to respect for another human regardless of their color, race, sex, age or religion. So, make every attempt to find common ground in our shared humanity." (ID17)

> "By acknowledging the richness found in each culture while stressing the importance of what we have in common." (ID60)

Identifying what is shared across myriad differences that make up Santa Fe can help build stronger, healthier relationships amongst the many peoples that live there, old timers and new arrivals alike. Quite a number of respondents wrote that more than conversation, doing things together is a powerful way to build relationships.

> "Try working together while emphasizing common ground. Don't get side tracked by 'this is what is right' or this is 'politically correct.' Sometimes, solutions are found by implementing unusual partnerships even if they don't meet the predetermined idealogies of the politicians." (ID220)

> "Shared experiences through the arts is an excellent way to listen and process those stories with others." (ID225)

> “Committing to collaborative relationships over artificial lines that divide people can teach our children to care and work together.” (ID226)

> “We can build health[ier] relationships by working together to counter the unfairness in our economic system so that all of our cultures can thrive on into the future.” (ID323)

> “I think coming together around town at interactive art pieces and having a shared experience or just meeting people or seeing people who you might not interact with on a daily basis can foster understand and build bridges.” (ID497)

> “[Share a meal] just folding chairs and homemade food” (ID195)

> “[Work on] community projects like acequia clean-ups, mural projects, etc.” (ID157)

> “Build connections among people. We need to get to know each other outside of our normal circles. Common goals unite. Common experiences unite.” (ID93)

> “SF has many different but separate events celebrating Native American, Spanish and Anglo cultural contributions to the history and culture of the city. We need to have more, specially joint events that simultaneously celebrate these cultures and the heritage of coexistence that is New Mexico.” (ID201)

> “Hold a multi-cultural food festival in the summer in an area of town that has plenty of parking and bus access.” (ID355)

Getting to the place where people are willing to work together on shared goals is not easy. Santa Fe has some deeply entrenched divisions. As one respondent wrote, “We must address healing old wounds that haven’t been adequately acknowledged. We have to be willing to be open minded and truly recognize the concerns of each of the cultures in our community” (ID1).

Obstacles to Building Healthy Relationships

Reading across the 484 responses to Survey 1, some of the things that get in the way of building healthier relations are: racism, distrust, reactivity, being dismissive of others, historic and current inequities, colonialism, white privilege, culture of grievance, and disrespect. One additional obstacle to building healthier relationships, is rooted in beliefs about who belongs in Santa Fe and who does not and is exemplified in the quotes below:

> “That will be pretty hard when outsiders come in and think and act like they are privileged and better than locals.” (ID254)

> “Santa Fe is comprised of people from many different cultures. Some people were born here and some chose to be here. The undercurrent that people of Spanish heritage are better than other citizens, or more important needs to stop. It makes people that chose to live here and care deeply about the city feel unwelcome.” (ID97)

The theme of belonging comes up in multiple ways both explicitly as illustrated above and implicitly as noted in the section on Cultural Symbols. It seems to be felt on all sides. How can residents build healthier relationships when so many insist that some people are “Santa Fean” and others are “outsiders”? This belief is divisive and unfortunately, tightly clung to, particularly by those who feel that their culture and history are being “erased.”

Further complicating efforts to build healthier relationships across individuals and groups in Santa Fe are economic inequities. The quotes below describe primary inequities that persist across Santa Fe:

> “Santa Fe is very segregated.” (ID411)

> “[M]iddle- to low-income residents live segregated from many wealthy retirees, who represent just one group of residents, mostly White or Spanish/Hispanic.” (ID124)

> “Gentrification of Santa Fe has abruptly changed the dynamics of our city and those who still feel like they have a freedom to express our rights to our history, culture, and faith, are being silenced.” (ID106)

> “Acknowledging historic/generational trauma, the inability of many to access the most basic aspects of opportunity, unpacking the institutional barriers (financial, land use, regulatory, educational, social) many face in trying to live their best lives, and standing for change.” (ID163)

> “One difference that must be acknowledged is that different groups have different economic and political power and this difference causes resentment as well as unfair advantages for some over others.” (ID323)

> “[U]ntil there is less economic disparity between groups in this city, relationships will always be fraught. The service economy that supports the tourism industry here must be well paid and include excellent benefits and pensions, otherwise resentment will continue....[W]e cannot have healthy relationships without economic security and housing for all.” (ID228)

> “[I]t is hard to build healthier relationships when certain people are actively being ‘priced out’ of the city in terms of housing and small business (rents). Without diversity and with gentrification it is hard to build relationships and we become less different. We can't learn from others if they are put in a place to not be able to actively contribute. The city should really work to provide better low-income housing and small business opportunities to ensure that those less financially blessed than other still have the opportunity to be represented.” (ID241)

> “It may not be our fault for the injustices of past racial discriminations in housing, medical care, or economic opportunity, but we must face the fact that those policies have left a scar upon us, and many of us enjoy privileges due in part to the happenings of the past. If we are to be brave, we must have the courage to encounter these realities and tackle them.” (ID108)

Areas of inequity respondents raised in Survey 1 responses included: education, environment, health, childcare, transportation, housing, wages, and the City of Santa Fe’s investment throughout the city. Many of the comments about inequities further noted that they fall mostly on black and brown people and new immigrants. Some of the ways that Survey 1 respondents suggested to address various inequities included:

> “Put indigenous people in positions of power.” (ID115)

> “Building communities more integrated low and high income.” (ID217)

> “'Work towards inclusivity and equal opportunities for all.” (ID220)

> “Focus on maintenance of and creation of diverse neighborhoods and meeting places.” (ID227)

> “Sustainability and quality of life must be a part of Long Range Planning (that office in City government has been eliminated in 2019).” (ID230)

> “Move forward with equitable housing, transportation, healthcare, and education for all residents.” (ID188)

> “Reexamine downtown parking meters.” (ID209)

> “Through thoughtful deliberation of issues—monuments, housing, transportation, policing, education, water, climate change, etc.—involving more or less proportional numbers of people from all demographic groups with a stake in the issue, who meet together with the help of facilitators and expert consultants as needed in a setting structured to encourage respectful listening and speaking and openness to learning from rather than winning the argument with those with different viewpoints.” (ID249)

“More effort needs to be made to develop neighborhood associations and use them to host cross neighborhood events.  Our parks and our schools need to become places to meet our neighbors with members of City Council, Mayor and staff encouraging/hosting such events.” (ID101)

“We must first acknowledge each other, that we live, work, and share resources on this land. As a collective, it is important to remember those who walked on this land, those whose descendants live here today, and all of the people from many parts of the country and world who call this soil their home.” (ID158)

“We need to go beyond ‘understanding’ each other and have a more equitable sharing of power.” (ID309)

“By acknowledging and accepting that history isn't always right and then righting those wrongs. By making space in a tourism-centric economy for those who can't financially afford to be otherwise represented. By figuring out low-income housing or some type of rent control to ensure Santa Fe doesn't continue to become a city of rich, white people. By publicly celebrating the city's true roots through installation of some type of art in the Plaza to replace the obelisk. By creating some type of fund (maybe taxing Santa Fe second home owners) to assist people in the historic district who can not afford to maintain their homes in accordance with conservation codes; this way Santa Fe stays beautiful and people can stay here versus having to sell something that may have been in their family for generations because historic preservation is too expensive. Planning more public celebrations/rituals in the Plaza that are community-focused (not tourism focused).” ID241 (in response to good ancestors)

“Designating our city as a sanctuary city and a welcoming one is a good place to start.  I'd like to see improvements in public education.  Water issues need to be dealt with.  The economy needs to be less dependent of tourism, more diversified.  I am pleased to see more apartment buildings filling in the downtown area and all around the city - it's important to have affordable housing for our employed people so they do not have to commute.” ID147 (in response to good ancestors)

Respect

As noted early on in this report, respect floated to the top of values that are shared across the people of Santa Fe.  Regardless of the mechanism for building healthier relationships, it must come from a place of respect.  Simply stated,

> “[E]veryone needs to chill. Newcomers need to show respect for traditions and some old school folks need to appreciate the investment that generations of migrants bring.” (ID19)

*How can we become good ancestors to our children, their children, and generations to come?*

> “I would say to co exist and respect each other's traditions and cultures. Teach own children about each others culture and teach them that even though it's different don't disrespect it….If we could learn and understand everyone's traditions then we can paint a path for our generations to come.” (ID102)

As the foregoing quote illustrates, learning about other perspectives with openness and respect can position people to be good ancestors. Indeed, numerous themes that came up in response to the questions about fuller history and healthier relationships were raised again in response to being good ancestors. Education, dialogue, and the importance of inclusive history showed up frequently. Calls for correcting economic inequities and uneven investment throughout Santa Fe were repeated. The minority of people demanding the Obelisk be restored before anything else restated their case.

Topics receiving greater emphasis than in the two previous questions were addressing climate change and being role models. In some ways, these topics are inseparable from one another just as the land and water are inescapably core to the history and relationships of Santa Fe. One Survey 1 respondent captures this well, writing,

> “We need to teach and learn sustainable ways of living in this beautiful land that will honor our community for generations. We need to learn to co-exist with water and land with respect and care. We need to pass down the ancestral teachings and practices which allowed generations of people to live harmoniously in this beautiful place. We also need to increase biking and walking and wheelchair accessible paths and reduce the use of cars in our city in order to reduce fossil fuel consumption in our community and allow us all to more fully exist outdoors and in connection to the elements and in community - saying hello to each other and not being in our own car bubbles.” (ID157)

Being a Good Ancestor to the Land and Water

Many responses to being a good ancestor to children is getting in better relation with the environment. Respect it. Protect it. Preserve it. Do not exploit it. Live lightly on it. Do no harm. The quotes that follow illustrate that if we are to be good ancestors, we must get right with our natural world.

“Promote laws that respond to and mitigate the effects of climate change especially drought and fires.” (ID96)

“[B]eing a good ancestor means living a sustainable life now. If we steal from future generations and limit their access to clean air, water, etc., then we are not thinking of the next generation.” (ID121)

“We need to view ourselves as extensions of an ecosystem, not merely as occupants and consumers. If we do not value and seek to protect our environment from destruction, as well as the most vulnerable people amongst our populations, we will have failed humanity and our ancestors.” (ID138)

“We must take care of the water. We must nourish the soil. We must take care of the people. We must help the people birthing. We must sit with the elders. We must collect this valuable data through those who lived it. We must look up and remember we share the same sky. We must honor our crossings into different phases of life. We must remember our connection and interconnection are an integral part of our experience. We must show our children the way through our actions. We must be gentler with each other and the environment. We can begin right where we are, in Oga Po'geh - Santa Fe.” (ID158)

“[T]ake care of our rivers and lakes! no plutonium!” (ID207)

“Follow one of the boy scout mottos - leave your campsite cleaner than you found it! We should all strive to improve any given effort, idea, physical site - DO NO HARM!” (ID215)

“Treat our environment and our material and human resources with respect and care.” (ID227)

“We can become better listeners and caretakers of the earth. We can work in solidarity and establish coalitions. We can fight the extractive tendencies of capitalism and white supremacy.” (ID341)

“Teach responsibility and respect for the people and the land.” (ID388)

“By changing our relationship to the more-than-human world away from that of exploitation. By overhauling our economic system to provide for everyone's needs. By divesting in all fossil fuels.” (ID126)

> “Do we have generations to come? Not if we don't fix our environmental issues, our political hate, our housing crisis, and our schools. Here's a start: subsidize housing for public servants (police, teachers, first responders, etc.) with a community service requirement to maintain low rent or mortgage payments. Adapt town meeting structure by neighborhood, with public servants taking on organization, with resources to actually address and solve community concerns. Centralize major projects like water and renewable energy, but let neighborhoods control neighborhood issues.” (ID365)

Being Role Models

Part of being a good role model and a good ancestor means unlearning more pernicious lessons that have been internalized. While only mentioned explicitly by a few respondents, it seems worth raising here:

> “First working on us and our mental health, working on our traumas and problems so we don't pass them to our kids. Then showing them what we want to see in them like being independent, worrying about others and helping others in need, treating people in a good and nice manner, etc.” (ID395)

> “Develop programs to eliminate the bad habits that come from multi-generational issues such as domestic violence, substance abuse and other learned behaviors that need to stop.” (ID19)

> “To break the pattern that perpetuates  Victimhood Shame Helplessness Need to numb in order to cope  Figure out how to reconcile between cultures of individualism and achievements vs. culture that values connection and oneness.” (ID135)

To be good ancestors, people today must be the good they hope to see in the environment and in each other. As the quotes below show, there are many ways and places to practice this:

> “We can be educators and examples to future generations by acknowledging history as it occured.  Acknowledge all people should be treated equally and with respect to their history, their cultural, and their traditions.” (ID275)

> “Our communities will be better, healthier, more tolerant if we can focus on our responsibilities to the community and each other as much as we focus on our freedoms.” (ID225)

> “Learn from our mistakes” (ID229)

“Volunteer; be involved.” (ID185)

“Leading the right example for younger generations to follow.” (ID471)

“Being positive political, parent, community and educational role models to our children is important. Elders can speak about their cultural stories so that today can be better than yesterday and that yesterday stories can teach lessons learned. And, that intergenerational knowledge is shared for the future generations.” (ID137)

“We can only be good ancestors if we bring shared intention and action. We must know who we are, where we come from, bring the best of ourselves, and heal the worst. We cannot be good ancestors if we’re divided and at odds with each other. In the larger view, we have to be the ones we’ve been waiting for or else the future will be untenable for future generations.” (ID168)

“By modeling a commitment to, and processes and structures, for decolonizing our communities and creating more egalitarian relationships. This should result in resolving our differences in open and honest dialogue. We then must use these tools to address climate change and its deleterious effects on our land. If we do not address climate change at all levels, there will be no future generations.” (ID13)

“I think we can tell the next generations that we tried to be open-minded, that we realized that there were events and people in the past that we had to reevaluate and reconsider their place in history. That we were willing to accept that we held beliefs that proved to be incomplete or even incorrect, and that we worked together to right those wrongs. As we know history has often been written by the victors, from their point of view- I think young people now are open to probing and questioning and that is a good thing.” (ID319)

**Conclusions**

Survey 1 was one of the first initiatives undertaken by the CHART project. By posing three broad questions about Santa Fe’s history, its present, and its future, the survey invited respondents to write what was important to them at that place and at that time. Between the pandemic and its disproportionate burden on people of color and people in poverty, police violence, and fury at racial injustices, and a City election, late 2021 was a firey time. Santa Fe was not immune to the trends across the U.S. then or now. In 484 responses, Survey 1 illustrated that there are other issues that need attention for old timers and newcomers to move forward together.

Embracing a more inclusive history, relationships starting from a place of mutual respect, more equitable dispersion of city resources and easier access to them, and a shared commitment to a future defined by getting in right relationship with the environment and each other can all bring Santa Fe closer to the city that so many seem to want. Some good recommendations have been made here and throughout the CHART process, should there be the will to act on them.

[1] Prepared by Alexis Kaminsky, CHART Project Evaluator, Ph.D. Kaminsky Consulting, LLC, July 25, 2022
[2] Questions or comments about this document can be directed to Alexis Kaminsky, alexis.kaminsky@gmail.com.
[3] Surveys from people who did not reside in Santa Fe county were excluded from analysis.
[4] Preliminary results were shared with the Governing Body at the May, 2022 meeting.
[5] Race and ethnicity was not collected in Survey 1 but was added to Survey 2 and events registration upon the recommendation of several City Councilors.
[6] The American Community Survey and CHART use slightly different categories for children and teens. ACS uses: under 10, 10-14, and 15-19. CHART uses: under 8, 9-15, and 16-19.
[7] Quotes are presented as written without editing with few exceptions. Any changes in responses are signified by brackets [ ] or by ellipses (…).
[8] Greg Cajete is an author and professor whose scholarship has focused on bringing indigenous knowledge to western sciences. To learn more about Dr. Cajete, see https://nas.unm.edu/people/faculty/cajete-gregory.html.
[9] As noted earlier in this report, one benefit of asking open-ended questions is that respondents answer based on what's important to them. This is particularly useful when one is unsure what the domain of concerns is, as was the case when CHART started.

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## SURVEY 1 RECOMMENDATIONS*

*The following are recommendations culled from the large body of information provided by Survey 1 respondents. These are their direct responses.

SURVEY 1 RECOMMENDATIONS

**Recommendations: How do we come to a fuller understanding of Santa Fe's history?**

| | |
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| ID: 1 | listen to an extremely diverse group of voices and seek out experts from each of the different communities that contributed to that history. |
| ID: 1 | actively seek truths |
| ID: 10 | Restore the statutes, continue the celebration and acknowledge our history. |
| ID: 101 | We need a Museum of Santa Fe that specifically focuses on the history of the land we live on and how it has changed culturally and environmentally. Santa Feans need to develop a deep sense of place and history regardless if they have been here for 10 generations or 1 year. The mission of the museum needs to be both historic and current and include a relationship with the Public Schools that is educational, everything from archaeology to ecology to the visual and performing arts. |
| ID: 106 | Gather facts from multiple perspectives and allow the people to be involved and share stories and information from the past. |
| ID: 107 | Work with City historian and State offices of Cultural Affairs, Archaeological Studies and Historic Preservation to designate reports, studies and books about the history of Santa Fe. |
| ID: 107 | Establish a list that all participents of CHART should read, and invite the public to read, over the next six months. Maybe even invite formation of book clubs by various faith communities? |

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| ID: 107 | Seek out written documents that professionals have created over the past several decades. |
| ID: 109 | Through cultural monuments, programs, and events/observances and in educational curricula: present a balanced and comprehensive account of Santa Fe's history -- one that acknowledges the initial and ongoing presence and occupation of these lands by indigenous peoples - going back as much as 11,500 years - and the impact on these peoples and their cultures by Spanish, Mexican, and American colonialis |
| ID: 109 | Hold space for public conversations that allow for a truth and reconciliation process. |
| ID: 11 | Engage with historians, cultural experts, craftworkers and honor traditional ways |
| ID: 113 | During a televised presentation from the Square in Santa Fe historians from three groups should outline their respective historical references, without editorializing, and field audience questions. |
| ID: 119 | Add plaques for more information or where more space is available another statue or monument with a different viewpoint. |
| ID: 125 | Include the good, the bad, and the ugly in school curricula. Take kids on field trips. Keep meaningful exhibits at state cultural sites, including museums and historical and archaeological sites. |
| ID: 13 | Create a history. Recite it to indigenous, latino/a and white groups and modify based upon feedback--until all groups agree to it's fairness and veracity. |
| ID: 130 | create many permanent public display tokens (statues, figures, shapes, etc.) These should be attractive and have appeal and meaning to locals and tourists. They should celebrate the cultures that have come together to form glorious Santa Fe. |
| ID: 131 | conduct community meetings around various aspects |
| ID: 131 | make short videos about different aspects |
| ID: 131 | sponsor school presentations on Santa Fe history |
| ID: 135 | A live theatre experience or a video (either a documentary/interview style or motion graphics) that powerfully and artful present different viewpoints and giving space to each with the fullest human divinity and empathy. Perspectives solicited should expand beyond the triad of cultures that typically is presented as the face of New Mexico—Native American, Spanish, and Anglo. Human identity is beyond their race. Acknowledge the fullness of who live here now, too, and why they chose to be here. |

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| ID: 136 | Acknowledge the role the 25th Infantry (Buffalo Soldiers) played guarding the Santa Fe Trail and settling the West (this is a forgotten narrative — the thousands of freed slaves who poured into the Southwest “early” in our history. Although this adds a layer of complication due to the Army’s execution of the Indian Wars and policies on expansion at the time. However, the Buffalo soldiers also fought fires and eventually became our nation’s first forest rangers and land stewards.). Be willing to talk about the DOJ Japanese Internment Camp, even though we had troops who participated in the Bataan Death March. One of our main state government buildings in town is the Bataan Building (where NM Arts sits, actually), and there’s a tiny sign on the highway (relatively new) and plaque in the dog park for the 4,000+ innocent people we held for four years in literal “concentration”. New Mexico actually had several, but Santa Fe was the largest. |
| ID: 136 | renaming some locations after their original, indigenous names. |
| ID: 138 | Understanding the history of Santa Fe more fully is to understand humans who have been here the longest, the ones most connected to the environment. If we consider the start of our history to be when we were first a national capital, or when colonizers first arrived on these lands, we allow the spoils of war and corruption to determine our past. The wording of the question proves the point: we don't need the history of Santa Fe as much as we need a history of O'gah'Po'ogeh. |
| ID: 144 | The Santa Fe Public Schools should begin to teach the history of New Mexico and Santa Fe, perhaps starting in the 3rd or 4th grade, then offering another course in middle school. |
| ID: 144 | The city could also sponsor a series of free lectures about various aspects of the history of Santa Fe. The series could be presented in different parts of the city in schools and/or libraries |
| ID: 147 | It seems to me the we have a very full range of institutions that present this history. We have the NM Museum of History right here in Santa Fe, likewise the Museum of Art, the Museum of Indian Arts and Culture, etc. There are tours one can take of historical buildings around the downtown area, and programs on geological and archeological history. I know the Museum Art keeps an archive of material on our artists. The history museum recently commissioned a graphic book on the conflicting views of the battle depicted in the Segesser hides as a way to update that conflict in the public mind. Plus, I'm about to reread Death Comes for the Archbishop, and there are many more fine literary histories of the area. What else do we need? |

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| ID: 148 | Marketing campaign with billboards, a zine, a dedicated educational webpage, social media accounts focused on history of Santa Fe, public television programming, radio shows featuring museum directors and historians, illustrated historical comic book, historical trivia game for the family, a netflix documentary, free college course for teachers, |
| ID: 15 | create platforms and venues that will be interactive, enticing, and exciting, ones that will reach many ages as well as many groups |
| ID: 151 | Add signage describing the historical context (or complementary statuary chosen and defined by the affronted cultures) to culturally sensitive public works |
| ID: 153 | -Authentic storytelling and sharing personal histories and testimonials. -Devoting oneself to educating the public and ourselves to learning more about our neighbors, community members, and the history of this place. -Take stock of each perspective representing all of the ethnic and cultural voices here in Santa Fe -Offer equity to those who have been traditionally underrepresented or unfairly treated. -Promote the democratic ideals of equal representation and aim to rectify past inequalities. -Develop and foster the practice of land acknowledgements to better understand the cultures that came before in Santa Fe. |
| ID: 153 | -Authentic storytelling and sharing personal histories and testimonials. -Devoting oneself to educating the public and ourselves to learning more about our neighbors, community members, and the history of this place. -Take stock of each perspective representing all of the ethnic and cultural voices here in Santa Fe -Offer equity to those who have been traditionally underrepresented or unfairly treated. -Promote the democratic ideals of equal representation and aim to rectify past inequalities. -Develop and foster the practice of land acknowledgements to better understand the cultures that came before in Santa Fe. |
| ID: 157 | We could host storytelling forums where Santa Feans could share histories and stories of this place in a multivocal way to create a tapestry of histories, including intentionally centering Indigenous voices and oral histories. Maybe we could also a do a community reading initiative, reading a rich history of Santa Fe together as a community and hosting discussion forums about this. |
| ID: 16 | A monumental water fountain to commemorate Santa Fe's charter could be perfect to replace destroyed obelisk? |
| ID: 161 | By having series - plays, lectures, radio interviews, concerts, and other cultural events that show the true history. |

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| ID: 165 | Openly debate the history in public forums for all to see |
| ID: 168 | I wish we could witness a collaboration between different areas of leadership: cultural, educational, medical, spiritual, business, political, etc. to model a process towards understanding history |
| ID: 174 | We need to start by gathering historical data and accounts of our past. There seem to be sometimes conflicting views on our history. Did the Spanish "enslave" the natives of the area or use a system similar to feudal serfs? Was it forced slavery of indentured servitude? Perhaps both were true, depending on one's perspective? Utilize noted historians, such as Dr. Mabry Vigil of Las Vegas, and the works of Dr. Lynn Perrigo, (deceased) both highly acclaimed former Professors of N.M. and Southwest History at Highlands University in Las Vegas, NM. Our own State Historians can and should weigh in. We need to define what we are seeking answers to - i.e., Did the local Spanish settlers enslave the natives? Did the natives benefit from the Spanish settlement? How? How do we judge the Po'pe led rebellion which resulted in the massacre of men, women and children...How many, and was it an "ambush" as claimed. Was it justified in any way? Define the many questions we need answered - start with a common base of knowledge. Was the Obelisk "bad" - it intended to celebrate the soldiers who beat back the confederates and the continuance of slavery in the U.S. Or was the reference to "savage" Indians bad? What are we trying to address? One aspect that I haven't seen articulated yet is the impact of the Anglo American conquest of Santa Fe and New Mexico. I believe that one of the reasons that many Hispanics cherish, support and vigorously defend customs and traditions may be in reaction to the Mexican American war (which I believe most historians would agree was contrived by the U.S. in the pursuit of "manifest destiny".) The issue of reconciliation needs to comprehend this fact as well in considering how we move forward. |
| ID: 176 | Establishing in our museums at present and in the future for to provide the history of how Santa Fe came to be with periodicals, artifacts and historical photos as well videos of those telling stories of how living in Santa Fe was and is (oral history). To understand the history of Santa Fe is by exploring aspects by providing advertisement through marketing via websites and television like the program on Channel 5 COLORES. |
| ID: 18 | field-trips, lectures and presentations of 1 hand account (recorded at time of action) |
| ID: 180 | I think there should be a task force to get the plaza restoration underway asap. CHART could be an advisor for that shorter term project. An expert task force for the plaza/obelisk project should be multidisciplinary, highly expert, but also include members of the community and CHART.. It should be guided by a cultural affairs consultant, and have a mechanism for involving global artistic input. |

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| ID: 183 | Cultural events open to the public |
| ID: 183 | free Train "docents" who go to the schools and make presentations to classes, or several classes, |
| ID: 183 | Make sure textbooks have accurate and full accounts of the different cultures. Encourage private schools to do the same |
| ID: 183 | Have free events in parks in different neighborhoods with music/dance and info about a culture |
| ID: 183 | Get grants to let museums open for free one day a week - take buses of students. |
| ID: 183 | Have presentations of each culture's history, music and dance in school auditoriums or at the Railyard, etc. |
| ID: 183 | Educate realtors to incorporate Santa Fe history into their presentations, especially to folks new to the area. Handouts, etc. Add into like the altitude, weather, different cultural groups living in Santa Fe, breakdown of population, cost of living, struggles (needing more job creating businesses, affordable housing for essential workers, etc). |
| ID: 184 | https://www.abqjournal.com/1470501/on-colonialism-statues-and-nms-pain.html |
| ID: 185 | Public forums from scholars; |
| ID: 185 | community book clubs on a variety of books relevant to the City's history |
| ID: 185 | short stories of the week regarding history of the City, featured in the newspaper, radio, etc |
| ID: 185 | school collaborations with local historic groups |
| ID: 185 | historic tours of sites around town, including graveyards (and discussion of the lack thereof). |
| ID: 188 | Gather diverse historians for analysis of the various histories of the city. |
| ID: 189 | How about a small brochure or booklet that details the history, the facts. |
| ID: 19 | Develop a truthful narrative and timeline of the history of Santa Fe. Include the good, bad and ugly aspects so we can learn that we can get through this and can live together. |

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| ID: 195 | Start with studying "The Great River" by Paul Horgan and move on to the history of slavery at that Pecos Church and then to the Conquerors, the Pueblo Revolt and then the gang of thieves who came in the 1800's to exploit minerals and people. Move on to those who wanted statehood to keep political/economic control in the hands of traditional white channels until this day. Oh, don't forget the A-bomb, the movie makers, the artists and the hippies and organic food folks and traditional food folks who came in mass to change it all around. Mostly, tell us how our viejos made us wise and help us still. |
| ID: 196 | I imagine a small sculpture garden that depicts the experience of pueblo people, original Hispanic settlers and more recent new comers with sufficient commentary so that visitors learn of our complicated and intertwined history. Has to encompass the whole history of this place. |
| ID: 2 | Perhaps it would be helpful to have a series of columns, published in all local papers, in Tewa, Towa, Keres, Spanish and English. Maybe Navajo and Apache, too. These columns could also be online and perhaps read on different radio stations. |
| ID: 204 | publish small booklets to be distributed by NM Tourism detailing the history, all the good stuff and bad stuff, from a neutral standpoint, for people to educate themselves. |
| ID: 206 | From the perspective on not being native to Santa Fe, it would be great to see more history from the lens of the native communities communicated through as many channels as possible including the contemporary arts and entertainment. An example is Virgil Ortiz who's work which is grounded in the history of the Pueblo Revolt on 1680. As a person who moved to new Mexico in the 1990's, I was never even aware of this history until I encountered his work in 2012. |
| ID: 21 | The City of Santa Fe should sponsor and host a multicultural, anthropological history conference in conjunction with some major annual festival that always attracts residents and tourists. Guest speakers representing the different points of view each year, over several years. |
| ID: 213 | The museums at the plaza need to have standing exhibits of native history. |
| ID: 213 | Every European based history plaque (there should be some) should also be be mirrored by The native side of the story, or at least a native element pertinent to the space. Every European Public Art piece should have two sides (European and Native), but native pieces can be solo. |
| ID: 213 | There should be a Native restaurant on the Plaza, and this should be subsidized by the govt. until viable. |

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| ID: 213 | The Camino Real Trail needs to be heightened and celebrated, especially on the south side of town |
| ID: 214 | Teach critical race theory in primary and secondary education curriculum 2. Provide public art and lecture series that teaches the history of NM including the impact of Spanish colonial history on Indigenous peoples, their history, and their lands 3. Teach the foundations that lead to the drafting of the US Constitution with attention on the use of trade as related to land resources and the notion of manifest destiny 4. Teach the history of NM Indigenous nations from the perspective of Indigenous peoples; compare and contrast the narratives presented by White historians and Indigenous historians 5. Present public presentations of the real history of the founding of Santa Fe; who was here prior to the Spanish. Include Indigenous hsitory along side of the Spanish narratives of NM's history. |
| ID: 219 | Create a "History Center" at midtown where al historical monuments & statues are gathered together. |
| ID: 22 | I think it is important that we expand the history of Santa Fe beyond the story of the conquistadors to highlight the stories of the indigenous populations and lesser known communities such as the stories of African American, Jewish and Middle Eastern Populations. |
| ID: 226 | a well made film could start with presentations by representatives of different perspectives from different groups, and then be artfully merged to a coherent timeline that acknowledges different versions, while framing them together into one community. This could be screened frequently to different groups (schools, churches, public venues), with Q & A panel discussions after. A free course could be offered at the libraries that contextualizes conflicting points of view and acknowledges legitimate disagreements, while also recognizing that all sides of conflicts do some good and some wrong. Rationalities of the times and places were different in the past, and opportunities exist in the present for bridging and collaborating. Again, time at the end of each class for group discussion. |
| ID: 226 | A stage production can be written and produced addressing historic events and dramatizing progression into the 21st century in which people evolve to live and work together, retaining their culture and pride in their heritage, while recognizing that things were done at different times that would not be condoned today. There can be a program at schools and libraries for promoting history books. |
| ID: 226 | Reading clubs that have different groups reading each others' literature and pov, can be facilitated by trained coaches, teachers, therapists who can help navigate the material and reach new understandings. |

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| ID: 226 | Workshops with skits that cast people of one group in the shoes of people from another group can give people a way of loosening their grip on one way of seeing. |
| ID: 227 | Develop exhibits in museums, online, and in schools with recorded interviews of people from past generations (20, 40, 60, 80 yrs ago), from different races, ethnicities and economic classes about their experiences and memories of living in Santa Fe. |
| ID: 228 | I believe the current historical exhibition at the New Mexico History Museum is a good start. It is critical that there are recurring opportunities for Indigenous and Hispanic voices to frame the story of the city's history, mirroring the approach in the excellent curriculum Facing History And Ourselves that I found very impactful and useful as a middle school teacher of the history of immigration to our shores. |
| ID: 230 | Look to the surrounding communities that supported the City of Santa Fe, like Agua Fria Village and La Cienega. The city itself as the Capitol was always La Villa Real de Santa Fé de San Francisco de Asís. The myth of this “Royal City.” Even when it was the Native American: “place of the white shell” in 1100. It was a purely ceremonial and commercial site that the pueblos would meet at and dance, and have a feast day. Why? Because professor Hilario Romero has proven that the altitude only allowed about 45 days less agriculture (date of first and last frost). Not even time to have any crops. So a place of commerce completely supported by the very humble and very hard working Hispanos and Indios. These ancianos, elders and the antepasados are not in the traditional history books. Yet, they built the city with adobes, kept it warm with firewood and fed it. The Santa Fe River should be honored as its lifeblood and protected for the downstream users as Judge Captain Roque Madrid of Pueblo Quemado (Agua Fria) ruled in 1695. These people were of mixed blood and may have been looked down on. Some may have been indentured servants. The Anglo influence on Santa Fe has been to attack the adobe and to change it to Cape Cod-styled-housing as written by the 1880 editor of the New Mexican. The CHART Committee celebrates the Dine (Navajo) people. These were the raiders of Pueblos, Agua Fria and La Cienega. Yet, after the acquisition of horses, the Navajo and Ute, and to a lesser extent the Apache and Comanche, were a constant initiation of military campaigns led against them by Roque Madrid. Even in Josiah Gregg’s book he talks about the Navajo raid on Agua Fria to steal horses. |
| ID: 24 | A public forum and/or roundtable led by representatives from NM tribes; Hispanic leaders or representatives; and Anglo people both long timers & newcomers. |
| ID: 24 | Permanent & identical displays in all of the Santa Fe Museum Foundation group: History Museum, Indian Arts & Culture Museum; Intl Folk Art Museum that weave together the commonalities and differences among the representative Indian, Hispanic, and Anglo populations. |

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| ID: 24 | create pamphlets or brochures representing the above populations and make sure all hotels provide these for visitors. |
| ID: 240 | By Starting a series of Lectures by historians |
| ID: 240 | series of newspaper articles |
| ID: 240 | By Listening and publishing Pueblo Historians that the public can easily obtain. |
| ID: 241 | we and the city should actively acknowledge our existence on Jicarilla Apache and Puebloan land. It would be great if some kind of information about this fact was provided in the Plaza |
| ID: 242 | it would help to have a salaried City Historian who would build a bibliography of credible historical reference material; include the outcomes of the CHART process; and work to fulfill the recommendations of the CHART process that are appropriately assigned to such an office. |
| ID: 242 | The Historian should prepare and deliver presentations on Santa Fe's history for various age groups and backgrounds, and with different foci, |
| ID: 243 | multiple avenues for discovering the roots of Santa Fe. |
| ID: 244 | Create History Parks containing the controversial statues and plaques with historical explanations. Have discussion and reflection centers. Include these parks in school curriculum |
| ID: 245 | PROVIDE FOR OPEN DISCUSSIONS in order that ALL can hear each/others inputs - and be able to ask revelent questions! |
| ID: 253 | I would recommend a series of accessible, seminar-style listening sessions on Santa Fe’s history involving historians (I use the term loosely) of all backgrounds. These sessions could cover both human and natural history and would be open to contributions from academic historians, family historians, oral historians, and more. It would create a door for a fuller, more equitable history. Once consolidated and edited, I would strongly recommend taking the conclusions of these sessions to Santa Fe Public Schools or even NM Public Education Department for implementation into textbooks/additions to existing curriculum |
| ID: 255 | We need a public discussion where the Native American, Hispanic, Anglo, Immigrant, and LBGTQ each publish their histories of Santa Fe. I really this would involve written presentations prepared by historians and leaders of each community of no more than 20 pp. and PowerPoints in a series of public meetings where everyone has an opportunity to speak |

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| ID: 26 | Truthfully presenting all sides of the historical narrative, rather than eliminating those symbols. Much like the approach of a history museum |
| ID: 268 | Talk with residents of the neighborhoods and areas with ancient and recent histories. Example: Rancho Siringo Neighborhood regarding the historic ranches and the Manhattan Project during WWII. |
| ID: 272 | Use our archives, local historians and locals. |
| ID: 279 | We should promote better evidence about "historical trauma." |
| ID: 28 | Offering Town Hall discussions on a regular basis where community participants of all backgrounds, age, race, ethnicity can meet, converse openly, and share their stories and perspective. |
| ID: 28 | Create a focus group that includes individuals that have diverse backgrounds and experience to work on a community project, come up with a solution to a community concern or need. Include new residents in the discussion and community members that are not normally involved, who bring valuable perspectives and insight as well. |
| ID: 285 | One of two important methods is one you're doing on November 18--having two historians speak to interested people about the history. Since history, of course, occurs differently for different races/classes/economic statuses of people, the second method would be to find out more from elders within long-standing communities/groups in the area. |
| ID: 298 | Share our stories in culturally meaningful ways that are significant to multiple cultures, using multiple genres. Make these sharing and presentation accessible through locations transit help, etc. |
| ID: 298 | Specific request: a bus stop at Fort Marcy and a bus stop at Casa Milagro. |
| ID: 311 | There should be a brief pamphlet hand-out, containing facts about our heritage-and the history of Santa Fe, reflecting only historical truths, that should be given to each newcomer to Santa Fe. This pamphlet, with historical truths and facts, should be the result of meaningful analysis by historians familiar with the traditional culture of Santa Fe. |
| ID: 32 | Develop a proper chronology of the history of Santa Fe. We have a rich written history beginning with Gaspar Perez de Villagra's 1610 Epic Poem, Historia de la Nueva México. There are numerous letters, legal documents, and other statements as well. |

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| ID: 321 | interview (or at lease directly invite the following to take this survey) a number of residents who have invested themselves in the common good of Santa Fe--social workers, politicians, artists, teachers, service organization leaders and volunteers, church leaders and involved parishioners, law enforcement personnel, long-time residents of Spanish descent and American Indian descent (and others whose family has been in Santa Fe for several generations), and several newer members of the community. |
| ID: 325 | It would be cool if there was an interpretive guide on the plaza. It could be a footpath or something similar that directs people along and tells the stories. It would have to be created by a committee representing all diverse cultures - Indigenous, Spaniard, Crypto/Converso Jews, Caucasian relocatees, recent immigrants. |
| ID: 326 | Encouraging us as participants to take this survey back to our families and even into our social groups is a good idea. We get practice and may get better at understanding and communicating. Then later we can use our growing knowledge of Santa Fe history to ask questions, listen and discuss with people we do not know. I'd like to see a 2-page spread in the local newspapers with all the rich information, not just the pretty stuff, and with a link to an extensive, selected bibliography. Get the libraries involved. Maybe offer a template for how to have our own discussion? |
| ID: 327 | I feel that it is first important to acknowledge that the history of Santa Fe is complex and that a clear understanding of our history takes time to learn those complexities as well as to understand how various people do naturally have different perspectives on that information. But without knowledge each individual will be handicapped in coming to a fuller understanding. It is important not to limit our knowledge to a simplified version…whether a glorification understanding or a knee-jerk condemnation of our repressive past and/or present. We must learn when we have come together as peoples as well as how we have clashed. One of the ways I suggest that adults and high school students could reach a fuller understanding is by deliberately seeking out the point of view of others. A good place to start is the 2010 book White Shell Water Place, An Anthology of Native American Reflections on the 400th Anniversary of the Founding of Santa Fe, New Mexico. Nearly all of the authors are thoughtful in their writing and do back their statements with historical documents as well as tribal histories. It is very clear that there is no one Native American perspective. Since various Native American tribes had very different interactions with the Spanish colonizers, Mexican troops, and the American military their perspectives do differ. Greg Cajete, about 71, of Santa Clara Pueblo writes that he was not taught an appropriate history of New Mexico including the history of his own pueblo until he went to college. Now he emphasizes the tragic and oppressed conditions as well as the periods of cooperation where his people supported the colonizers against the raiding, nomadic Indians. This is all part of the history of Santa Fe. |

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| ID: 33 | The story of Santa Fe has to be known, expressed and celebrated through art, music, language and dialogue - especially in the elementary schools. |
| ID: 337 | Better access to historical museums. |
| ID: 342 | Promote culture learning with digital platform. kids, teens and adults can use interactive learning |
| ID: 342 | Publish information booklets about the New Mexico History/Native Americans |
| ID: 344 | a kid friendly book about santa fe. Or a kid friendly program, and musims. |
| ID: 345 | maybe a kid friendly website of the history of new mexico for 6-12 |
| ID: 345 | maybe also a new mexican museum and maybe a video game for xbox,pc,ps5.ps4,nintendo switch,phones and tablets but dont sugar coat it just because were kids but dont include vilonce plzz i want this to be a game for kids and teens |
| ID: 346 | A kid friendly history book about santa fe. A kid friendly website. text information. |
| ID: 347 | A kid-friendly book about Santa Fe. A kid friendly website Text/information and pictures appropriate for kids ages 6-12 years old. A kid friendly history museum dedicated to Santa Fe... interactive displays, sounds/music, pictures. |
| ID: 348 | A kid friendly website ages 7-12 years old. museums that show old history . Digital game devices for apps or websites . Games that give history like citizens or like how they use to dress back then. |
| ID: 349 | A kid - friendly history book about Santa Fe . A kid - friendly website Text/ information. |
| ID: 350 | A kid friendly history book about Santa Fe. A kid friendly website text/infomation and pictures for kids about 6-12 years old. A kid friendly history museum , dedicated to Santa Fe . Interactive displays, such as games about the history of Santa Fe. |
| ID: 351 | More history books about our Santa Fe history. Also a kid-friendly museum about Santa Fe history and games about our Santa Fe history on like playstation Xbox and other consoles. |
| ID: 352 | A kid-friendly history book about Santa Fe. A kid-friendly website . text /information and pictuers approprate for kids ages 6-12 years Fe....interactive displays, sounds/music, pictures , digaital games- on gaming device apps, or website. We would like the true history of Santa, Fe please do not sugar-coat just because we are kids. |

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| ID: 353 | a kid-friendly history about santa fe. A kid friendly website.6-12 a digital game for nintendos witch on gaming devices or on the app store on apple or android.free as well |
| ID: 354 | a kid freindy history book about santa fe a kid friendly website text information and pictures approprate for kids age 6 12 year old a kid friendly history |
| ID: 355 | Statues to show the history of Santa Fe. A kid-friendly website (10-18). Games to show the history of Santa Fe. |
| ID: 356 | a kid friendly game are websites for 6-12 years old on xbox. |
| ID: 357 | A kid friendly history book for Santa Fe.-A kid friendly wedsite. Digital games - on gameing devices. |
| ID: 358 | A kid-friendly history book about Santa Fe. A kid-friendly website. Text/information and pictures appropriate for kids ages 6-12 years old. A kid-friendly history museum dedicated to Santa Fe...interactive displays, sounds/music, pictures. Digital games - on gaming devices, apps, or websites. We would like the true history of Santa Fe, please do not sugar-coat just because we are kids. Free as well. |
| ID: 365 | Create a basic timeline of the history of Santa Fe. Read that timeline as if you were Native American. After assimilating that perspective fully, read the timeline as if you were descendants of the Spanish settlers. Then read the timeline as Anglo. Finally, read the timeline as recent immigrants to the area. Although these viewpoints conflict over certain events, they aren't competitive; they are Santa Fe. Our multicultural history is a strength and should be celebrated as such. |
| ID: 369 | The city could sponsor a series of public lectures, which would also be recorded, televised, made available on Zoom, etc., and invite historians and speakers of different backgrounds to inform the public about our history. |
| ID: 371 | Replace statues, obelisk, plaques, historiacal markers etc., with explainations of their original establishment and the relationship to today's changing times. The message is: how we came to today's perception of progress. |
| ID: 375 | Create a public committee consisting of historians, anthropologists, social scientists, professors and classroom teachers, to spend a year meeting occasionally to develop a revised social studies curriculum for SFPS. SFPS should be required to adopt the product(s) of the public committee after a substantial public process that would invite comments from all members of the community. |
| ID: 379 | the Santa Fe Plaza should have a blank exhibition area that allows for revolving (monthly, bi monthly) art or other installations that present these specific and other viewpoints or interpretations. |

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| ID: 386 | a kid-friendly history about santa fe. A kid friendly website.6-12 a digital game for nintendos witch on gaming devices or on the app store on apple or android.free as well |
| ID: 388 | 1. Enlist state and city historians as well as recognized authorities from various city populations to develop a concise list of academically-reviewed and -supported sources. 2. Form a committee to review and distill this material into the shortest practical document. 3. Distribute this information through all possible media. 4. Develop a series of fora (again, using all relevant media) for facilitated community discussion to work toward shared understanding of contributions made to the city by the various communities. |
| ID: 39 | Community events celebrating and teaching culture and history. |
| ID: 390 | Start with the history of Ohkay Owingeh.and later the history of White Shell Water Place. |
| ID: 396 | compile a list of the already many written histories of Santa Fe. A few years ago a series of lectures on various aspects of SF history and life were held at a local hotel—Hotel Santa Fe |
| ID: 40 | A continuing series of articles about key aspects of the city's and area's history could be placed in local newspapers, especially The Santa Fe New Mexican and Santa Fe Reporter, and perhaps also the northern NM version of the Albuquerque Journal. |
| ID: 413 | Teach in the schools, have community dialogue w local peoples, keep out of state rebellious instigators out of the Santa Fe community. We were peaceful before they arrived. They hit and run. Listen! Hire a local respected community leader to moderate. |
| ID: 42 | add a plaque to original art work explaining the art and now that we know better we have and will do better |
| ID: 429 | Consider collaborating to create a special edition of a publication such as Green Fire Times, which is still widely distributed in print (and online) around Santa Fe, central and Northern New Mexico. The many intersecting historical narratives could be illuminated and it would give people something to contemplate. It could be a platform where the different constituencies can publicly have their say. Green Fire Times has offered to do this. |
| ID: 43 | Teach what actually happened. Teach about the differences in culture and groups, the Spanish and natives. Teach how people suffered. |

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| ID: 44 | Good didactic displays in the history museum; lectures open to the public; monuments stressing the diversity of our region, not honoring the conquest and subjugation of one peoples over another. |
| ID: 46 | We need to have discussions regarding statues, memorials, museums, monuments and all other stuff that matter in our community. Having serious discussions about what went on and how we have over come these things to live in harmony. |
| ID: 48 | the past is only useful in the context of our current situation. It will help explain how we got to our current situation and what we can take from the past to continue to grow and what we can eliminate from our behaviors to better our community. |
| ID: 49 | Have community workshops that Native Santa Fean's facilitate. Have documentaries at the Theaters. Have City Meetings raising awareness. |
| ID: 51 | scavenger hunts are popular for tourists and locals alike, competitions for art and stories reflecting Santa Fe NM history, tribal, hispanic and anglo historic expert panels and videos for SFPS |
| ID: 53 | One aspect of this process is to help people WANT to gain a fuller understanding of Santa Fe history. Look for ways to engage people with stories. These can come through different formats...memoir, poetry/expressive writing, film, biography (I'm thinking colorful personalities...Governor Lew Wallace...the White Sisters...Allan Houser are some that come to mind. Video artist Robert Drummond did extensive research for an art project that projected the image and voice of a dozen unknown but wonderfully colorful historic New Mexicans from the second floor windows of the Catron Building 7 or 8 years ago. You may be able to find him through the SF Arts Commission. Images will be key...documentary photographs, paintings that reveal cultural and natural history. |
| ID: 54 | Speak with elders from Cochiti, Santa Clara, Santa Dominigo, Tesuque, Nambe, etc. Bring in many historians, and include Howard Zinn's collection of stories of our city. |
| ID: 56 | Read the works of Pedro Ribera y Ortega and Fray Angelico Chavez and speak with Msgr Jerome Martínez y Alire. Also speak to Juan Casillas of Ohkay Owingeh Pueblo |
| ID: 58 | By having opportunities to listen and honor the stories and story tellers. More than markets and parades, actual visits in the schools, churches, libraries, common places. Pop up sharings in Walmart parking lots, etc |
| ID: 59 | More appreciation of our Pueblo values and history can and should be encouraged. |

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| ID: 59 | A Southside 'Plaza del Sur' would be a great way to allow for more understanding and experience of more varied cultures living here. |
| ID: 6 | Understand why historical buildings and markers are there and why. |
| ID: 64 | I’m sure that written records from various viewpoints exist. If a summary booklet could be created, it should be distributed both via tourist outlets (which also distribute maps and ‘to do’ booklets) AND to the general population via Pasatiempo special edition. |
| ID: 68 | Put out a call for people -- making sure to include everyone (tribal representatives, educators, students, scientists, artists, retirees, historians, curators, everyday folks...everyone who may have relevant stories and information) to share their stories whether written or otherwise recorded and start a repository where anyone can access this information. |
| ID: 68 | compile a factual, date-based historic timeline and then place some or all of these stories (links) on this overarching historical timeline. |
| ID: 68 | Create virtual and in-person "exhibitions" of the history that can be accessed (and added to) by anyone |
| ID: 68 | Develop a series of talks, conversations and presentations to share and discuss the history and stories, and have story contributors as guests and/or panelists. Roll out all of this into our schools and other public facilities for even greater access |
| ID: 68 | Create a Santa Fe history course with syllabus that can taught/shared in schools and online. |
| ID: 70 | A series of signs positioned around the Plaza with short stories about the history would be helpful. |
| ID: 74 | Present the full historical context of any statue or similar public display ( written by a PhD history professor specializing in NM, Spanish colonial, Mexican studies, immigrant studies, Jewish studies, Indiginous studies or other specialty appropriate to the object) so that people can be educated. |

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| ID: 75 | We can produce facilitated 'Listening Circles" where people have a certain number of minutes to share something about their history or culture that they love, or something about their own culture that they feel was a mistake. We can bring people together in the Plaza for 'speed dating' events where each takes turn telling the other about their view of a certain historic event, and then they can talk it over. There can be some prepping guidelines for this. This can and should be not only about our own cultures, but well-known examples from other places and times. We can create campaigns to encourage people to make an effort to meet someone out of our customary group, once a month, and get to know each other. |
| ID: 79 | Properly curate statues and monuments. Start by reading James Loewen's Lies Across America, then follow his advice |
| ID: 79 | Make known: many indigenous peoples often were at war, the conditions that led to the Pueblo Revolt, the Spanish reconquest of 1692 was not peaceful, the Confederate and neo-Confederate lie called the Myth of the Lost Cause. Publicize: the internment camp for Americans of Japanese descent, how Polk started the Mexican War as a land grab that led to the American takeover of the southwest. |
| ID: 8 | Youtube, booklets, history museum etc |
| ID: 80 | Provide grants to Native American owned businesses around and near the plaza, encourage new native-owned/employees businesses. |
| ID: 80 | Create more tributes to variety of historical persons and events, change street names, erect statuary/art around town reflecting diverse history. Install a Pope or prominent Indigenous statue on lower Cerrillos where most people enter the city. More visibility of women and women’s history. |
| ID: 81 | Perhaps rotating exhibits at the Convention center to highlight different groups would acknowledge our diverse cultural landscape. |
| ID: 83 | Community panel discussions with historians and experts who can tell the truth it's much encouraged. |
| ID: 85 | I would like to see antique-looking plaques around Downtown SF and the Plaza with simple verbiage showing the timeline of Peoples living here along with snippits of their history. Nothing overwhelming |
| ID: 85 | more from the Native perspective |

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| ID: 86 | Emphasize our links to indigenous Mexico and Chihuahua through the Camino Real del Adentro. |
| ID: 86 | Educate visitors about the Mexican-american war. |
| ID: 86 | Greater focus on the presence of Pueblo nations |
| ID: 89 | Hire historians to cultivate a community curriculum. |
| ID: 89 | Dr. Timothy E. Nelson is the first historian to deliberately research and cultivate New Mexico Black History. |
| ID: 96 | Support diverse perspectives of history education in the schools, even for the youngest students, presented in the form of storytelling, music, dance and other arts. |
| ID: S1 | Invite people from the original Pueblos to talk about their experiences and the history they know |
| ID: S1 | Use books written and films created by Indigenous people, Mexicans, and professors of university programs such as IAIA, UNM, MNSU, etc. who know and study history. |

**Recommendations: How can we build healthier relationships while acknowledging our differences?**

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| ID: 1 | It's wonderful that we have separate focuses for different groups such as the weekend focused on Native Americans for the Indian Market, and the weekend for the Hispanic Market, but it might be helpful to also have more events with blended cultural experiences and ways of presenting how various cultures express similar values, ideals, activities in different ways. Especially we should help children understand the beauty and goodness in each culture, and how to understand that difference are to be valued and celebrated and not one chosen as better over another. It is important that we also emphasize the beauty of other cultures that are under-represented in our community. We will have to listen to each other more with open minds. We must address healing old wounds that haven't been adequately acknowledged. We have to be willing to be open minded and truly recognize the concerns of each of the cultures in our community. |
| ID: 101 | develop neighborhood associations and use them to host cross neighborhood events. |

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| ID: 104 | Ideas to place plaques explaining why a monument was erected with points of view from those who support the monument and those who are offended by the monument would be better than removing monuments. |
| ID: 107 | Use the faith communities to establish a calendar of these celebrations, and provide annual studies in their specific community of the other communities. City Hall needs to remaim "agnostic" while still offering equal support to all. |
| ID: 109 | Be sensitive to economic and market forces that are pushing out the presence of older, traditional communities and structures and counter them with incentives and policies that allow them to survive and thrive. |
| ID: 109 | Through monuments, interpretive signs and exhibits, cultural programs, and events/observances and in educational curricula: cultivate an acknowledgement and honoring of cultures, histories, current stories, and traditions that is well-balanced between the Indigeous, Hispanic, Anglo and other cultures. For events like Fiesta, have a governing/managing body that has balanced representation and involvement from the Indigeous, Hispanic, and Anglo cultures |
| ID: 110 | Start by an acknowledgement of the basic history, and beyond that make opportunities equal for everyone. Also education is the key to moving forward. |
| ID: 110 | Any cultural element, like a monument, festival, or celebration that allows an oppressive act to be memorialized--like the obelisk or the Entrada--should be banned. |
| ID: 115 | Another important part of that dialogue is an exploration of the use of language. In one recent discussion, for example, a priest talked of mission but then a Rabbi shared how that term is very negatively loaded for the Jewish community. The same words mean different things in differing communities, and their meanings should not be assumed. In short, we can achieve this by creating a shared vision, by allowing everyone to be an expert in their own field and not in the field of other people, and by approving a communal understanding of appropriate terminology. That vision needs to be sustainable, inclusive and just, and must be borne of desire to learn from each other instead of protecting our own previous legacies at the cost of other people’s rights. |

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| ID: 121 | Ideas to place plaques explaining why a monument was erected with points of view from those who support the monument and those who are offended by the monument would be better than removing monuments. |
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| ID: 123 | The Interfaith Leadership Alliance of Santa Fe exists for exactly this purpose. To achieve this, ...first create a common connection ...[for example] religious organizations with a shared vision of improving the lives of Santa Feans. After that, ... explore how [groups] differ in ... approaches to that vision. In ... book group ... ask the adherents of the religion being studied to share their thoughts of the chapter, and then those who were not adherents of that religion only got to ask questions. This was an important and deliberate process so that ...[the groups].... acknowledged who had authority on a topic and who did not. ...[Do] not speak on other people's behalf. |
| ID: 131 | round tables that promote similarities and discuss differences and ways to be accepting of different points of view. |
| ID: 134 | Hold face-to-face sessions with a mediator between groups who are at odds about issues. |
| ID: 134 | Acknowledging past harms and a plan to do better |
| ID: 139 | I suggest getting people together from different backgrounds to obtain perspectives. Have a significant round circle with those with the most debate. Have smaller groups. Have two people meet to discuss who they are and their stories, i.e., Native Amercian meets with a local Hispanic, a religious person meets with someone who used to be in a gang, a senior meets with a young person of color or transgender etc.... I would also interview people who are incarcerated as part of the process. |
| ID: 142 | To build a healthy relationship starts with the a mayor apologizing in a public platform for allowing an open attack on Hispanic community members. |

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| ID: 144 | A series of lectures with panel discussions afterwards |
| ID: 144 | Santa Fe's Fiesta could do more outreach to the community |
| ID: 144 | more outreach for pueblo feast days or education tours of pueblos. |
| ID: 145 | Maintain clean and healthy public spaces with shade in all parts of town. Rose Park and public libraries are great examples. |
| ID: 146 | Implement universal team building activities and have a zero tolerance policy regarding the us-and-them attitude. |
| ID: 148 | Last week the Pope Francis apologized to the world for the crimes done by the church during la Conquista. Local descendants of Spaniards need to come to terms with the harm that was done by their ancestors and their faith. We should have the Knights of Columbus read Bartolome de las Casas in public. |
| ID: 149 | Work on a be kind campaign. |
| ID: 15 | Create a great number of small groups that agree to meet many times over a period of months. Select representatives from larger groups (Hispanic, Anglo, Native, different ages, etc.) and provide an experienced facilitator for each. The facilitator will use the early sessions for building trust/community and teaching respectful communication skills, and then will step back and let the group exchange their stories. CHART could provide topics for the meetings |
| ID: 151 | 1) Publicize personal anecdotes of historical context drawing attention to occurrences i) when the trials and tribulations of common folks are shown to be culturally equivalent or ii) when cultures provided mutual support in an uncaring world/environment. 2) Laud the complementary attributes brought different cultures and hi light the times when the sum is greater than the parts |
| ID: 154 | Reduce the militaristic aspect if policing and replace it with community service workers- visible, in the streets, with actual resources-like food and water. Not weapons and flak jackets and million dollar vehicles. Open forum in open spaces not old elite theatres. Get rid of white male developers who just want to continue to sell off native lands. IMPROVE EDUCATION AND CHILD CARE. Teach good manners, communication, and civility in public affairs. |
| ID: 157 | Getting to know people better through facilitated dialogues and community projects like acequia clean-ups, mural projects, etc. |

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| ID: 161 | By sharing in cultural celebrations and pastimes that are fully informed and supported. |
| ID: 183 | Require cultural training for all government employees, on an ongoing basis. Encourage businesses and schools to do the same, providing printed materials with references. Or Utube videos, etc. |
| ID: 183 | Train law enforcement and utility professionals in neutral communication styles. Have folks trained in mediation skills assigned to public forums, school boards, city council, state government, city government. |
| ID: 185 | Demonstrate this type of a dialog, in public, between respected leaders. offer opportunity for small group conversations with persons who consider themselves different from each other. Establish community exposure days with local groups, tours, movies +discussions. |
| ID: 186 | It should be mandatory, especially in New Mexico, for students in schools to keep a gratitude journal. |
| ID: 190 | Perhaps start a column in the New Mexican from CHART members and invite comments |
| ID: 191 | By making events and opportunities more inclusive to our Hispano, Native American and immigrant populations and less Anglo-centric. |
| ID: 191 | have more of an eye to marketing to LOCALS instead of just the wealthy tourists and transplants. |
| ID: 195 | Face to face contact over common needs without the bankers, lawyers, or politicians in their begged, borrowed or stolen roles as leaders or big shots, just folding chairs and homemade food and no talk of money with lots of children running around reminding us we are doing it for them. |
| ID: 196 | I think that only happens when people with different backgrounds, history and perspectives get to know each other. I think the Cafe Conversations https://thecafe.org/cafe-conversations/ offer a model to start. |
| ID: 2 | Perhaps starting with a "tourist" perspective would be a good beginning. Displaying food, music, cultural items (like dress), etc., is non threatening and can therefore be a welcoming action. However, we need to almost immediately go deeper than that. Could we have these actives on the Plaza? This is where we can come together. This is where we all feel pain right now. |

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| ID: 200 | By re-building the obelisk to honor civil war solders |
| ID: 201 | SF has many different but separate events celebrating Native American, Spanish and Anglo cultural contributions to the history and culture of the city. We need to have more, specially joint events that simultaneously celebrate these cultures and the heritage of coexistence that is New Mexico. This heritage should be celebrated throughout the city, designated public spaces, neighborhoods and parks, not just in the historic center. Make it present! |
| ID: 207 | more cross cultural dialogues - including creative engagement |
| ID: 209 | Find COMMON GROUND, shared values, appreciation and history. Acknowledge that we all share certain things. Work with museums to be more open, responsive, pro active, and imaginative. Reexamine downtown parking meters. |
| ID: 212 | Facilitate community learning circles where people can be heard. The more community connections we have, the healthier our relationships will be. |
| ID: 213 | We need to support both hispanic and native people from the area in becoming educated about city processes, and encourage them (support them financially) to build Santa Fe different. This may mean subsidizing housing for native/local people to get educated while interning in a city department (preferably planning, or housing and human services). We need to involve them in the process of re-writing city landuse codes. We need to have a program to keep some people from Santa Fe in Santa Fe. We need to have youth employment programs IN and FOR THE CITY, so that the youth are invested in making the city better, and have something gainful to do besides school. The locations for these need to be on a bus line, and some should be in the South part of town. These programs should focus on getting youth from as wide a spatial spread as possible. They should also be associated with "invite your family" celebrations, award ceremonies, or events after the program has been in place for a while so that engaged youth encourage their families to take part. These events should encourage public discourse and bonding (games? Also food, so that people's blood sugar and emotions are managed from a physical aspect). For every European holiday (fiestas), we should have a native holiday equally as important (if city staff get time off for one, then the other too for example. If the city spends x dollars on a parade for one, then it spends x dollars on something for the other). |
| ID: 214 | Teaching critical race theory will go a long way in assisting everyone in understanding current beliefs that have led to divisions among the different ethnicities living in NM. Presenting public lectures (free), films, and public forums to discuss the beliefs that currently exist. Each of us tends to link our identiy to out beliefs, and when these beliefs are questioned or challenged with an alternative narrative, divisions often occur. It is essential that documented, sourced, and accurate historical facts be presented along with forums that encourage exploration of accepted historical beliefs. |

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| ID: 219 | Build into k-12 curricula accurate and comprehensive stories of SF history, including stories written and performed by all of the cultures represented in SF. |
| ID: 223 | Involve Rob Martinez, New Mexico State Historian, to facilitate fairness. |
| ID: 225 | Southern Poverty Law has excellent tools for teaching tolerance and encouraging youth to learn about others. Their programs are a good place to start to look at teaching about others and establishing a norm of common good for our community. |
| ID: 226 | Listening circles with talking sticks, where everyone has a chance to expressed what is important to them, can be a way of seeing other sides. Rounds and rounds of listening to mixed groups of people express their pride and meaning, can lead to more empathy. Taking mixed groups into nature to cook and build huts together and walk and discover can give people a way of overcoming prejudices, and owning our strengths. |
| ID: 227 | Focus on maintenance of and creation of diverse neighborhoods and meeting places - then the relationships are organic, as opposed for the need to fabricate them in a segregated society. |
| ID: 230 | Allow for history forums and media that the youth will be reached with (social media, videos, QR codes, etc.). Celebrate history as a tourism draw. We already have a tourist campaign focused on eco-tourism (skiing, hiking, biking, fishing)---move it to “history-based tourism” also. |
| ID: 230 | Honor people like former State Historian and professor Hilario Romero, who of mixed blood understands the blessings of a multi-cultural approach. |
| ID: 230 | “income inequality” must also be addressed. Sustainability and quality of life must be a part of Long Range Planning (that office in City government has been eliminated in 2019). Congruently, the City government must work closer with the County Government to get all their services done. Things like the City-County Regional Planning Authority have not met since 2009. |
| ID: 238 | Have more education online classes about different diverse groups that we can attend. From transgender and sexuality issues to hearing from different peoples to share maybe focused on a particular topic. |
| ID: 238 | Maybe learn about different cultures through food. food often brings people together. |

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| ID: 239 | Open meetings with an agenda and rules so it doesn't go off track. A FOCUS group of the various groups/cultures. In order for people to speak up and be vulnerable, they have to trust the others. Once they have built that trust, they have to be open to state their minds/opinions without any negative feedback. THEN and only then, after you have trust and productive conflict, can you have full commitment and accountability from everyone. All of this, ends with positive results. The Five Behaviors - read about it! It will help get you started. |
| ID: 24 | Create "reach out" programs in all elementary schools to help children learn from their early years the commonalities and to respect the differences among our mingled populations. |
| ID: 247 | Keep a separation between church and state. Remove the 10 Commandments monument from Fire Station #3 on Cerrillos Rd. |
| ID: 248 | We need conflict resolution skills to be taught and modeled as well as how to listen to each other at a deeper level. |
| ID: 249 | Through thoughtful deliberation of issues—monuments, housing, transportation, policing, education, water, climate change, etc.—involving more or less proportional numbers of people from all demographic groups with a stake in the issue, who meet together with the help of facilitators and expert consultants as needed in a setting structured to encourage respectful listening and speaking and openness to learning from rather than winning the argument with those with different viewpoints. It would help to have an assigned task for the entire group: for example, finding common ground on the basis of which the group as a whole is asked to make recommendations for actions by the City’s Governing Body. |
| ID: 25 | create specific paid government positions to address this exact question as this sort of reconciliation and healing process requires a level of expertise that most people (myself included) do not have. At the same time, all of us as individuals must take responsibility for doing the work of learning more about colonization and white supremacy - providing programming for this in the community is important |
| ID: 25 | provide and resource spaces for marginalized communities to gather safely while also providing integrated spaces to build trust and relationships and reduce otherizing. |
| ID: 253 | I would recommend a series of accessible, seminar-style listening sessions on this topic as well. Right now, Santa Feans are expressing our differences with anger because nothing else has made an impact. Perhaps the listening session participants could be nominated by their peers? They could come from different sectors - schools, cultural groups, business groups/chamber of commerce, various nonprofit sectors, etc. It would probably be best to bring long-time locals to these sessions, because they understand the city’s attitudes and history. |

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| ID: 255 | There needs to be a series of mediated public discussions of where everyone's (historical, culture, economic, etc.) grievances are aired. Out of that, hopefully, that can lead to an agreed process and actions that will be undertaken by a cross section of the community around joint participation and public events and public art (broadly defined) that honor everyone. |
| ID: 257 | More block parties in different neighborhoods. Rotating the neighborhoods. More historical way finding in neighborhoods. More walks and story time. |
| ID: 27 | Assemble a group of 10 or 15 people from diverse social, economic and cultural backgrounds. Pick an event, such as the Entrada of Juan de Onate, or the Pueblo Revolt, or Mexican Independence, or New Mexican statehood, or the traditional Fiesta in Santa Fe. Or pick a place, such as the Cathedral, the Obelisk and the Plaza, the Palace of Governers, the Santa Fe River, the Village of Agua Fria. Ask each participant to relate a story that they grew up with about each of these events or places. |
| ID: 279 | First is to knowledge that we are all human. Then, support cordial public dialogue and discussions with non-biased mediators. Invite impartial news outlets to report the facts of the dialogue. Expose state funding that SOLELY supports only those groups who keep a biased agendas and aggression. |
| ID: 284 | We need a clear, unbiased, statement of Santa Fe history. We also need a document showing the recent contributions to Santa Fe of all persons. Again, this needs to be as unbiased a document as possible. |
| ID: 289 | Alot of what I just said is relevant to this. Experience the foods, spiritual and religious practices, arts and crafts, cultural festivals etc. Rub shoulders, break bread with others outside your normal circle of friends and family. Probably best to keep "politics" out of the discussion for developing civil dialogue, at least at first. Getting to know people on a personal level, their own history and story, is the best and first way to begin. We are all human beings in the world sharing many commonalities as well as differences. |
| ID: 294 | Return de Vargas statue to the people of Santa Fe! |
| ID: 30 | Replace conquistador memorials and events with memorials and events that celebrate Hispanic forebears who did positive and beneficial things. Have events, such as meals. dance exhibitions, music that involve members of all communities but especially Hispanic and Native American, since the hostility is greatest between those two. Outreach to churches that bring different groups together. Outreach to young people in all groups, such as by bringing them together to perform modern takes on traditional music or art. |

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| ID: 306 | Real estate agents need to be told to stop "red lining" neighbors. Families of former inhabitants of the old East Side invited to return to relatives houses on Canyon Rd, Acequia Madre, Camino Monte del Sol. I would host an event. |
| ID: 311 | The City of Santa Fe should sponsor a "Meet Your Neighbor," function(mixer) at the Plaza, or something similar to that, at least twice during the year, with free pizza or hamburgers, and soft drinks for everyone. |
| ID: 316 | Can colonizers and the colonized/conquered get along? Do you see large segments of Pueblo people living in the city? Can we acknowledge the influence of the other cultures in ourselves? We see it in the foods of northern New Mexico. Maybe it needs to go beyond acknowledging differences and look for similarities. Maybe we all need to take the ancestry DNA test. |
| ID: 321 | There are many cultural events that take place already in Santa Fe. Ask organizations that sponsor these events to reach out to people who might not ordinarily attend such events. At some point during the event, invite a respected member of the community to speak about the event and the cultural group that it represents, inviting the whole community to support this group and to value its contributions. |
| ID: 322 | Integrating "inclusion" into all City services and law enforcement, while also increasing salaries. This takes $. Discuss with state and county representatives ways to increase tax revenue. Perhaps tax second, or non-primary residences in Santa Fe? Having more owner-residents and reducing investment properties (or at least generating more tax revenue from them) might help. |
| ID: 326 | We probably need to find some little spot of common ground — which I believe is always possible — and then listen to each other's stories with interest. The we need to ask questions about what we feel as well as what we think. We usually need Robert's or Roberta's Rules of Order to help us -- or at least some guidelines that we can all pretty much agree to use. We need to be able to state our case. We need to see the value in listening. We need forgiveness and patience and time for insights. Sometimes we REALLY need to laugh together -- what is so funny??? Laughing together pushes away cloying distrust and mistrust. We may need more times to get to know each other. |
| ID: 327 | I am very hopeful that an opportunity to meet together to learn more about our history and to discuss our feelings about that history is a good place to begin. I do feel that it is important to have an “it” as a basis of for discussion. That “it” can be a writing (like https://estevanraelgalvez.medium.com/centering-truths-not-so-evident-9573b344d1e6), a video, a news item about an event, or a historic document. I feel that it would be less helpful for folks just to state their points of view so the lines are draw. Still it is important that people have a chance to talk about their personal experiences with the history of Santa Fe as they have lived it and those opportunities must be available. |

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| ID: 33 | Open discussion where everyone can say what they need to express (without being offensive or bullied) Team building for a small city minus the ropes course or playing charades. Conversations in different parts of the city in every language needed to fully respect all we are. We can have an art installation on the plaza where people express what they need.want to about their heritage. Myopia serves no one - only honest and open dialogue can have each see another's point of view. We can only build healthier relationships if we want to build healthier relationships. Engaging those who are emotionally tied to the past and their own point of view will be the hardest to nudge along. A local talk show dedicated to the fabulous history of Santa Fe with guest speakers perhaps. |
| ID: 342 | 19 Pueblo tribal involvement, lessons and learning activities. Culture awareness through council and chamber. Put learning interactive lessons at public locations. |
| ID: 343 | A food festival in the summer for them to make their food and they could all be friends and not fight because of their different colter . |
| ID: 344 | hold a multi-cutrul food ogainizatoin so that people can learn about diffrent culterd foods. and we can make a food drive with diffrent foods. We can also try to make these free of more affordable to the comuntity |
| ID: 345 | we can make a multi-cultural festival to try food of diffrent cultural and also a social club in the festival to get to know each other in new mexico |
| ID: 346 | hold a multi cultural food festival in the summer in an area of town that has plenty of parkings |
| ID: 347 | Hold a multi- cultured food festival in all area of town that has plenty of parking and bus access. Create a space for a social club. Events that celebrate many cultures. Make these events affordable for all community members. |
| ID: 348 | We should bring people or visit people to taste there food and diffrent stuff we never had before. Make event affortable for the communitiy |
| ID: 349 | food form clultures |
| ID: 350 | Hold a muiti-cultural food festival in the summer in a area the has lots of parking and room for buses and space for children to play. Create a social club. |
| ID: 351 | Make a social club for people from each culture to know each other and get along like friends |

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| ID: 352 | Hold multi-cultural food festival in the summer in an area of town that has plenty of parking and bus access. Create a space for social club. Events that celebrate many cultures. Make these events affordable for all communtiy members. |
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| ID: 354 | hold a multi cultura food festival in the summer in an area of town that has plenty of parking and buss access create space for a social club at the festival or a permanten place for a multi cultuar social club events that celebrate many cultures makes these events affordable for all community members |
| ID: 355 | Hold a multi-cultural food festival in the summer in an area of town that has plenty of parking and bus access. |
| ID: 356 | hold a multi-cultural food festival in the summer in an area of town that has plenty of parking. |
| ID: 357 | Hold a multi-cultural food festival in the summer. Create a social club so we can learn about each other. Events that celebrate many cultures |
| ID: 358 | Hold a multi-cultural food festival in the summer in an area of town that has plenty of parking and bus access. Create a space for a social club, at the festival, or a permanent place for a multi-cultural social club. Events that celebrate many cultures. Make these events affordable for all community members. |
| ID: 362 | Have an even amount of representation from all . |
| ID: 363 | perhaps getting people to get together and share our family’s past history. |
| ID: 365 | Listen, really listen, to the quiet people. Being passionate isn't being right; it is simply being egotistical about being representative. Loud voices and aggressive actions only convince others you are disrespectful, which undercuts the power of your point and makes for reaction, not understanding. How to listen to the quiet people, how to hear many perspectives before making decisions, how to act and not react, those skills are a constant process that used to be the basis of democracy. Maybe Santa Fe needs a town meeting structure, like towns in New England. |
| ID: 375 | There are many good programs in SF that help kids learn about all kinds of stuff. Those programs, whether from SFPS or other institutions, should be funded more generously. If they are not already included, studios that teach martial arts should be eligible to compete for grants. |

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| ID: 384 | have the city publish in paperback this history that hopefully will be lively written, concise, and truthful in a broad "non-woke" sense avoiding a tediously and guiltfully political correctness that would prove off-putting to many. Something around 80 pages or less since anything longer would defeat the purpose because many would not read a longer text. |
| ID: 385 | By developing narratives from the population groups involved: appoint historians to committees representing each population group and have each of them summarize a presentation about their group's complaints about other groups activities. |
| ID: 386 | Conduct learning workshops (again, using all useful media) to teach citizens fundamental principles of social cooperation and compromise. Identify leaders from Santa Fe's various demographic groups to help the process. |
| ID: 393 | Talking about different cultures with them and showing them how different cultures do different traditions |
| ID: 396 | For all local activities related to the area's history that are sponsored by the City of Santa Fe, all organizations and groups devoted to aspects of or perspectives on that history can be invited to participate in planning the events. |
| ID: 398 | Not by eliminating art and monuments and statues, but by leaving them and making sure they tell the entire story from all aspects. Add additional plaques or even other statues to explain all sides. |
| ID: 401 | Again we should amplify diverse voices and recognize past wrongs. We should not cover up our faults nor valorize those who did harm to others. We should create new stories and monuments together that represent who we are now as a richly diverse community rather than what we were. |
| ID: 405 | Stop allowing the illegal destruction of artifacts and statues. |
| ID: 406 | Have Madrid rule. |
| ID: 408 | Remove the mayor's money, influence and explain his actions, agenda and demonstrated rhetoric and prejudice against leaders in this movement to balance the scale of misinformation. Remove his insulation from appointees doing his dirty work in city government in the name of law, safety, protecting and and serving the public. Make it mandatory that his agents, appointees, contractors and others provide transparency and be required to attend all CHART public events. |

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| ID: 418 | Encourage Spanish speaking around town. Spanish natives also can guide us toward more unity. They seem to also want to tell their history (de Vargas and queen stuff. — no one needs that anymore. It just perpetuates division. My way is better than your way. No, not anymore. We are ALL in this history together. Let's embrace it! Spanish and pueblo days. Spanish and pueblo and other artist festivals together. Separate too. But also a day or two of unity on display. |
| ID: 419 | Getting together individuals from diverse backgrounds, experiences and points of view for frank open, respectful conversations. Agreeing that it is o.k. to disagree without being disagreeable. |
| ID: 421 | In Santa Fe we have many organizations that help build community. For example, the Santa Fe Conservation Trust sponsors walking programs for all ages. It would be great for Chart to partner with organizations in Santa Fe in addition to carrying out Chart's mission. For example, the Santa Fe Botanical Garden has an horno and sample gardens that define multiple cultures that could be used to bring people together and learn something about differences and strengths in our relationships. Another idea would be to partner with the Santa Fe Public Library and have a book club with relevant reading suggested both by Chart and people of the community. The book club could meet online and in person. |
| ID: 422 | While CHART is a project of the City of Santa Fe, it's not owned by the city, but its citizens should own it. Therefore any effort should focus on engagement and inclusion. The project is called CHART, an acronym that includes just one action word – Reconciliation. If you want to reconcile anyone, you need to know what needs to be reconciled. You need to know the people, what moves them, and what makes them want to be in Santa Fe. The pre-step of reconciliation is knowledge and acceptance of who we are. Santa Fe is already a city with many faces. It is multi-cultural and embraces many cultures. Its history is rich and long before becoming Santa Fe. So the first question we should ask ourselves is, who are we? At the same time, the process has to be embraced by all cultures together or separately then shared to stimulate cross-learning. While I could go on listing what should be done, I would instead like to list what I would like to see: • City-wise events that include discussions/talks, performances that are engaging, and educational workshops, cooking demonstrations of all foods, intro to all local languages (Tewa and Navajo and old spanish), • Posters of Santa Feans saying what makes them be Santa Fean. • Street names include the original names of places in Tewa, or other languages that apply. And in some cases, streets and places should be renamed to raise awareness of their origin. • Santa Fean market/festival/day and not just Hispanic and Indian – the concept of the two markets have a long history, but one of segregation as well. • There is so much information out there that is false, based on incorrect facts, full of biases. It should not be eliminated but explained through a peer-review process. |

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| ID: 429 | By looking to and learning from traditional aspects of Native and Indo-Hispano cultures, which inspire people and have important contemporary applications, particularly in terms of things such as local food production, water and environmental management, we can recognize and nurture essential things that are key to all cultures' ability to live here. |
| ID: 44 | Bringing people of all backgrounds to the table together for public discussions, panels and presentations. These people should be from all walks of life and age groups. Openness in government is critical and a stop to the obfuscation and finger pointing. Equal expenditure in all neighborhoods so that all people in SF have equal services, shopping ( aka the food desert) and amenities. |
| ID: 47 | Historical tours would be a good start. Like the old Chinese proverb says, "Hearing a thousand times is not as good as seeing once." Invest funds into "inclusive" history lessons! Be more inclusive of "all" cultures--especially those more closely related to our state for many generations. Include the history of Blackdom! Highlight our roots with all previous cultures. Comparison and Contrast sessions would help to shed some light on our similarities and differences. |
| ID: 49 | Educate, Educate, Educate. Promote awareness about oppression that our Native Santa Fean's face daily. Have Community Awareness days where people can buy books, food, pamphlets, that are fun. |
| ID: 497 | I think coming together around town at interactive art pieces and having a shared experience or just meeting people or seeing people who you might not interact with on a daily basis can foster understand and build bridges. I would really love to see more interactive art pieces rather than monumnets or statues, plaques....Items like splash parks, playgrounds, interactive music installations, labyrinths, gardens, orchards, berry patches, fountains, river parks (interesting things to do along the park ways and picnic tables). I think of cities I've lived in and the places you meet people that are different from you and it is open spaces with an experience we are all having together. Santa fe feels very stagnant in its art choices around town. There is so much potential out there. |
| ID: 497 | I would really love to see more interactive art pieces rather than monumnets or statues, plaques....Items like splash parks, playgrounds, interactive music installations, labyrinths, gardens, orchards, berry patches, fountains, river parks (interesting things to do along the park ways and picnic tables). I think of cities I've lived in and the places you meet people that are different from you and it is open spaces with an experience we are all having together. Santa fe feels very stagnant in its art choices around town. There is so much potential out there. |

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| ID: 50 | sit in a room, with masks on, a round room would be best, and just feel the energy of people who really want to get along and need to find out how. Lay out the enthusiastic ideas, everyone gets to speak in an ongoing brainstorm, like what you are doing here |
| ID: 51 | tolerance building exercises free multi'cultural therapy or cultural competency classes, foreign language learning starting in pre'school and elementary school |
| ID: 54 | Ask about people's families, children, grandparents...share stories (what was their neighborhood like where they grew up? What kinds of food did you eat? Did you learn to swim? How? Where? Who was your favorite Grandparent, or Great Aunt, Uncle? Why? The personal story creates community, draws us in and allows us to see each other as people, people who are different but who also loved peaches picked warm from a tree. Our differences do not divide us, it is our inability to accept and celebrate those differences (Audre Lorde). We celebrate those differences when we can truly see each other through our stories. |
| ID: 54 | Present people with a collaborative poetry project. Starting with individual drawings done in response to a photograph, video, or story. Then each person writes the first line of a poem in response to their own drawing. Then moves over to write the second line of a poem on their neighbors paper...responding to their neighbor's drawing and first line of their poem. And so on around the table until you end up back at your own drawing and, complete poem. Have people read read these aloud while holding up their drawings. Ah ha! You have all just worked together! |
| ID: 6 | All sides must be heard. Use side by side comparisons of different points of view. Generate lists of both the good and the controversial aspects of each situation / historical figure. List why figures and events were chosen to be memorialized. List why they are still admirable qualities. List the controversial aspects. This should be presented in the spirit of : "You may be right, but I am not wrong". Get each side to acknowledge the other's point of view. |
| ID: 63 | city council meetings on Saturdays during day time |
| ID: 64 | Let’s educate against graffiti, against public display of prejudice. |
| ID: 70 | A smart, respected artist can create a symbolic sculpture to stand in the middle of the Plaza that would show unity and separation (like the Olympic Rings). Each and every person wants recognition. Perhaps a collaboration between three or more artists representing Spanish, Hispano, Native, and Anglo. With so much talent, surely these creatives could be found. |

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| ID: 74 | If a group of people in the community is offended by a historical object or its location, they should develop a position, state the groups or organizations that support the position, and present it to a board of HISTORY professors with expertise. The independent group can then develop a mediated solution to the grievance and present it to the City Council. For example, an commenoration of the Spanish conquest of indiginous peoples may need to be reinterpreted to more accurately reflect an unbias history or be moved to a more appropriate location with proper historical context. |
| ID: 75 | We can host group experiences/workshops to learn better listening styles/habits. We can host performances where different kinds of cultural groups share something that is emblematic or telling for them, and have Q & A afterwards. We can find skilled mediators to join in a threesome with people representing different points of view, for 1/2 our conversations on a pre-determined topic. Then share with everyone present what that was like. We can invite people to eat each other's foods and share recipes. We can show films to the public that epitomize conflicts and ways people have resolved them, or not. Then break into small groups to discuss, with a facilitator. Then share small group experiences with the entire audience present. |
| ID: 78 | Allow all local traditions to shine not just the ones that make $$$ put the same energy and respect into Spanish Market and other events. 4th of July pancakes on the Plaza the Fiesta Court back into schools. Gay Pride Bring locals who live here back to the Plaza. Bring local businesses Back to plaza, cap rents so outsiders with $ who don't care about our city and history make the rent so high only ugly boot companies and Mall jewellery stores can only afford a space. And make out downtown area look cheap and fake. The history of art, and community is lost. More free local events and entry to museums for families who can not afford it. Don't nickel and dime locals. Everything is getting so expensive. Put more $ and respect into other areas and roads in town. Not just Gonzale Road. And the East Side. Clean up our parks and roads. Starting with respectiing the land and everyone who lives here not just the rich. The Railyard is the new plaza but it does not welcome Spanish and Native locals as much as tourist and others and it shows. People of color are being pushed out and until that changes we will continue to have more crime more retaliation. Stop building we have no water!!! Put more money into our boys and girls club!! Our public swimming pools. Public tennis courts, basketball courts. People that have less have nothing to do! Start respecting the community at large and the history will shine. |
| ID: 80 | Don’t take statues down ( we don’t have that many) but add more and different ones. Start with indigenous people statues. Honor current people too. Need way more non-Spanish men. Change name place names, take an ordinary street name, for example Airport Rd., and change to something historic and diverse. Make sure committees/boards/commissions are fully diverse. |

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| ID: 83 | Question: Healthier_relations; Answer: I think we need to have more cultural events which demonstrate the diversity of our cultures these are events that should happen either on the plaza or in the convention center or places where people can gather like the lensic theater and we can have events such as dances and panel discussions about culture and just sharing instead of always politicking. |
| ID: 85 | NOT BY: tearing down locally painted murals; positioning the Natives, in subordinate ways, sitting on the ground under the Governor's Palace Portal and behind the stage and away from the happenings in the Plaza. We need to honor them by giving them spots to sell in more visible and prominent places. POC need help: housing the homeless, who are usually People of Color hanging out and begging for money; not pushing out the POC community for lack of affordable housing; This all causes gentrification/whitewashing/removal of actually SEEING our differences--our various cultures, mostly POC populations. We can't SEE differences among a whole bunch of rich, white folks. |
| ID: 86 | Create open table meals for neighborhoods, close street traffic for big communal meals. Why not close a few blocks on Agua Fria for a day? |
| ID: 93 | Not sure why this questions suggests these are in opposition. Involve Roshi Joan at Upaya. She has thought very deeply about these issues and is amazing to speak on them. Build connections among people. We need to get to know each other outside of our normal circles. Common goals unite. Common experiences unite. |
| ID: 96 | Support outdoor public art and events throughout Santa Fe, the more public art that is accessible, the more diverse perspectives can be shared and discussed |
| ID: 96 | Support bilingual education throughout the public school system. |

**Recommendations: How can we become good ancestors to our children, their children, and generations to come?**

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| ID: 15 | A few simple rules: Listen with respect and kindness, setting a good example. Tell our stories, being sure to eliminate demonizing others. Involve our offspring in civic events that celebrate all cultures. Teach sacredness of the land. Stay curious and eager to make genuine, respectful connections with people who have different backgrounds and ideas new to us. |

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| ID: 185 | Volunteer; be involved; seek joy for people in all circumstances. Read about others' experiences and write about ours. Evolve thinking by continued education and social engagement after traditional schooling years. Improve the schools by housing teachers locally. Establish a standard volunteer gap year for post high school. Bike and support localized community resources to reduce pollution. |
| ID: 19 | Develop programs to eliminate the bad habits that come from multi-generational issues such as domestic violence, substance abuse and other learned behaviors that need to stop |
| ID: 198 | By supporting the CHART process and following through in good faith with its findings and recommendations. |
| ID: 2 | Let us approach our public schools with activities. These activities need to respond to help meet state of New Mexico Standards. Perhaps retired teachers could be recruited to help design them. The film program at the Community College could be helpful in producing videos. |
| ID: 201 | By building permanent reminders of our shared history throughout the city - again not just at the historic center surrounding the plaza which has become a marketplace for tourists (as important to the city's economy as that might be). Dedicate and design public places for this purpose, places and spaces that one can walk to or stop not just drive by or pass through on the way to somewhere else. |
| ID: 213 | We need to leave a walkable city, with parks connected by trails and landuse codes that allows for freedom of movement by all people and protect publically used passageways, as well as creates a system for creating a more walkable city among the existing spaces. We should invest in open spaces and stewardship/habitat restoration, maybe increase the gas tax and sales taxes to pay for open space land stewardship and acquisition. We need to change landuse codes to force mixed-uses, and disallow grocery stores and essential services to be only in one or two locations. These need to be distributed throughout the neighborhoods so that everyone can walk now. Then we need to encourage cultural shift so that we walk/bike as a fact of life, and everyone does it. Parks need to be safe, and accessible. We need to encourage citizens to interact with each other through walking. |
| ID: 237 | RESPECT starts with Respecting oneself and when you show respect for others you set an example for others to follow no matter what generation we are talking about. I would like to mention.I think the base of the plaza monument should be installed at Fort Marcy complimenting the military history there. |

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| ID: 24 | Create public displays in the Plaza and around town that highlight the positive aspects of our varied cultures. For Pete's sake, remove the statues that continue to rub salt in the wounds of so many. Create a public display, perhaps on the Plaza, noting the history--its triumphs AND its tragedies--but looking forward to peace and reconciliation. |
| ID: 241 | By making space in a tourism-centric economy for those who can't financially afford to be otherwise represented. By figuring out low-income housing or some type of rent control to ensure Santa Fe doesn't continue to become a city of rich, white people. By publicly celebrating the city's true roots through installation of some type of art in the Plaza to replace the obelisk. By creating some type of fund (maybe taxing Santa Fe second home owners) to assist people in the historic district who can not afford to maintain their homes in accordance with conservation codes; this way Santa Fe stays beautiful and people can stay here versus having to sell something that may have been in their family for generations because historic preservation is too expensive. Planning more public celebrations/rituals in the Plaza that are community-focused (not tourism focused). |
| ID: 306 | "Welcome wagon" staffed by volunteers to attempt to educate well-off white newcomers about the real history of this place. |
| ID: 326 | I recommend looking through the photo book: "Through the Lens, Creating Santa Fe" c.2008 …[and]... "Santa Fe: 400 Years, 400 Questions" . Both of these books are available at our Public Libraries. |
| ID: 33 | By listening to our ancestors and keeping their stories, struggles and successes alive. Santa Fe was a beacon for blended societies living together and respecting one another's cultures. Do we want to become another anonymous city with pretty geography or keep the Native and Hispanic histories alive? If so, we need a host of different modalities to accomplish that. Immerse the city with the knowledge of what came before. Coloring books, banners, meet a historian day, hear stories from elders, have a Spotify presence or Tik Tok. In order to keep relevancy through out future generations, we have to keep current in how younger generations learn or engage. Have youth groups comprised of the different cultures planning for the future and how to take pride in their history. |
| ID: 346 | have a offcial holiday in the city of Santa Fe. |
| ID: 348 | We should make a big event to people around the world to taste diffrent culture's and to make it affortable. We should make a wall painted of something and that well make or children know the culture. we should celebrate holidays offical in santa fe. |

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| ID: 348 | We should make a big event to people around the world to taste diffrent culture's and to make it affortable. We should make a wall painted of something and that well make or children know the culture. we should celebrate holidays offical in santa fe. |
| ID: 358 | Have an official holiday in the city of Santa Fe that acknowledges all of the cultures that are here...make it a huge event that people from around the world would want to attend, but also affordable for local citizens. Festivals. Statues/plaques in a dedicated park. Special museum. Dedicated place for a multi-cultural mural. Things that kids help create. Invite young people to all planning meetings. |
| ID: 422 | The CHART consulting team should stimulate the creation of events and activities that can take place in schools, community centers, religious places of prayer, libraries, museums, farmers markets, practically everywhere where people convene. I would like to see multiple calls for art, performances that are newly created to teach history in an inclusive way. I would like to see public artwork that refers to Santa Fe's historical events that have not been told enough. For example, I would like to learn why Santa Fe was called Ogap'oge (olivella water place) and what it meant to everyone at the time. The art that Japanese internment camp members created should be brought NM and exhibited. These are just a few examples that bring hidden facts to life and educate the next generations. |
| ID: 432 | Tell stories |
| ID: 441 | By teaching NM culture |
| ID: 47 | For a "human library" the way the Danes have:  The Human Library® creates a safe space for dialogue where topics are discussed openly between our "human books" and their readers.  https://humanlibrary.org |
| ID: 489 | Hold ourselves responsible for engaging with our problems NOW and create COMPREHENSIVE EDUCATION about these processes for history curriculums. |
| ID: 49 | Implement NM History in schools. Teach them about oppression, teach them their Native language, teach them about past traditions, and spirituality. Provide Community Programs that offer traditional activities. |
| ID: 64 | Plan more historical public celebrations. |

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| ID: 78 | 4th of July pancakes on the Plaza the Fiesta Court back into schools. Gay Pride Bring locals who live here back to the Plaza. Bring local businesses Back to plaza, cap rents so outsiders with $ who don't care about our city and history make the rent so high only ugly boot companies and Mall jewellery stores can only afford a space. |
| ID: 78 | More free local events and entry to museums for families who can not afford it. |
| ID: 78 | Clean up our parks and roads. |
| ID: 78 | Put more money into our boys and girls club!! Our public swimming pools. Public tennis courts, basketball courts |
| ID: 80 | Be nice, do the right thing, keep politics out of the discussion and decision process. Honor current people's and land. Maximize green space. Improve bike trails and access throughout city. Conserve water. Eliminate invasive species. Maintain and encourage historic architectural styles. Bring a reputable university to Santa Fe with core curriculum in anthropology, environment, military science, government, tourism, hospitality, film, opera, history, trains, museum studies, art, things that northern New Mexico is known for (UNM-Santa Fe campus, Santa Fe State University, etc.). Create a contiguous walking trail along Santa Fe River. |
| ID: 86 | Story telling, puppet theater, dances: again close a few streets to car traffic for the day. |
| ID: 86 | Look into examples like french national neighborhood days (fête de quartier) or even better: promote international music day here in SF. See French example (fête de la musique) |

## CHART SURVEY 2 METHODOLOGY [1]



The iterative process employed by CHART was also used to develop Survey 2, a 39-item questionnaire based on the data collected during the first seven months of the project that would aid in the formation of recommendations to the Governing Body in the final report. [2]

Please see a detailed discussion of the iterative process in the “Methods” section of this report.

Review of data collected via Survey 1; recommendations culled from Survey 1; notes from public dialogues, listening sessions, meetings, and one-on-one interviews; evaluation feedback, and proposals received for the “Monumental Dreams and Conversations” (at the time of survey development) informed the formation of 39 questions for Survey 2.

In terms of survey platforms, there were a range of options to choose from including SurveyMonkey, SurveyGizmo, Google Forms, SurveyPlanet, SurveyLegend, and Qualtrics. For our target market (community survey, general public, ages 14 and over), SurveyMonkey was deemed ideal for the following reasons: reputation (98% of Fortune 500 companies utilize it), Question Bank feature (to minimize bias and solicit accurate responses), Editing capability (question per page feature), ease, and design options. Members of the team were also familiar with SurveyMonkey with varying degrees of expertise.

Due to the breadth of data collected, a few potential organizing principles for the questions were considered with a final decision to organize according to the principal topic areas outlined in the acronym of “CHART”--Culture, History, Art, Reconciliation, and Truth. Data results effectively cohered under these topic areas and indicated a logical structure for Survey 2.

Fifty-two questions were generated in the brainstorming phase of question development with a goal of condensing the questions to 30-35 for a survey that would take no longer (on average) than 10 minutes to complete. Aware that the second survey needed to be substantial due to the complexity of the project purpose and scope while cognizant that a too-long survey might be prohibitive, survey length was an important consideration.

> "In addition to the decreased time spent answering each question as surveys grew in length, we saw survey abandon rates increase for surveys that took more than 7-8 minutes to complete; with completion rates dropping anywhere from 5% to 20%. The tolerance for lengthier surveys was greater for surveys that were work or school related and decreased when they were customer related."[3]

The only change in the organizing principle was to situate the "Reconciliation" section last (rather than concluding with "Truth" questions) due to priming. "Truth" questions served as appropriate priming for answering "Reconciliation" questions in a fifth topic section. A sixth section was added to collect demographic information.

During the brainstorming phase, all types of survey questions were encouraged in order to provide the broadest range of options for consideration, including closed-ended with pre-defined list of answer options; open-ended format; multiple choice; rating scale; likert scale; matrix questions; dropdown; demographic; ranking; and slider. An emphasis on generating quantitative data was preferred as Survey 1 had been qualitative (see Appendix F). The second survey, coming later in the project period, was meant to confirm or deny information previously gathered, suggest consensus, and provide a strong basis for generating a final report with recommendations.

A circular process was undertaken to arrive at finalized questions: a) review existing project data while considering potential questions/statements; b) revise survey questions; c) return to data to verify both the necessity of question, its appropriate articulation (along with answer options), and the likelihood of indicative results, d) revise questions, e) repeat the process. One month of brainstorming questions followed by two months of the circular process ensured that Survey 2 was asking the right questions in the right ways in order to reflect the data generated during the public engagement process and to generate important, accurate, and useful information for the final report.

Ultimately, the following types of questions comprised the survey: 27 Likert, 5 Choice/Check all that apply, 3 open-ended, 4 demographics (zip code, age, ethnicity/race, years living in Santa Fe).

Twenty-seven questions consisted of a statement followed by a five point Likert scale; an additional 5 questions consisted of a question with answer options determined by data collected during the first 7 months of the project. For example, Q9 asks “Which of the following resources have you used to learn more about the history of Oga Po'gay/Santa Fe? (Check all that apply).” The 16 answer options come from data collected. Another example, Q18 asks “What should be done with Soldier’s Monument (“Obelisk”) on the Santa Fe Plaza?” The 7 answer options come from data collected.

The 5 point Likert scale utilized was the following, in the order indicated: Strongly agree; Agree; Neither agree nor disagree; Disagree; Strongly Disagree. This scale was used with the following logic: fewer number of choices; relative simplicity and ease of understanding scale; a neutral option is easy to identify; opposing extremes are easy to comprehend as either completely positive or completely negative.

In terms of survey format, SurveyMonkey offers the following options: “Classic” - shows all questions on a page at once. Respondents can scroll to navigate between questions. “Question at Time” - shows one question at a time in the center of the screen. When respondents finish a question the survey automatically scrolls to the next. “Conversation” - survey displays like a chat conversation. For Survey 2, “Question at a time” was chosen to facilitate ease and speed of survey while also encouraging respondents to focus on one question at a time without others in peripheral vision.

Skip Logic was utilized for individual sections–Culture, History, Art, Reconciliation, Truth, Demographics–but did not prevent respondents from exiting the survey at the end of a section, if necessary. This approach allowed for some flexibility, on the part of the user, and prevented users from getting locked into a web page with no time to complete the entire survey. With this option, regardless of its advantages, there might be users who exit the survey without completing other sections and numbers of responses to questions would inevitably vary. Even so, engagement within a section would be guaranteed and the overall results vis a vis topics would be dependable.

The English version of the survey was created first followed by a Spanish version. Both were made available online, via survey links posted on the CHART website, and shared widely including via CHART social media, by the City of Santa Fe weekly wraps and updates, and by the Santa Fe Public Schools with students, staff, and parents (via text). Paper versions in English and Spanish were also generated and distributed at targeted locations (e.g., Santa Fe Place Mall) and project events (e.g., Monumental Dreams gallery, Indigenous Ways Festival, Juneteenth).

Surveys were collected from 8 a.m., May 1, 2022, until midnight, June 19, 2022. Total surveys submitted were 653: 635 in English and 18 in Spanish. After the deadline, paper surveys were manually entered into the appropriate SurveyMonkey Collector, one of 3.

After closing the survey, results were analyzed via summary view of data; filter, compare, and show rules to analyze specific data views and segments; view and categorize open-ended responses; browse individual responses and more. Subsequently, the platform was used to download results in multiple formats and to create and export dynamic charts present in this report.

Survey results in English and Spanish were provided to the Community Solutions table (along with a large body of additional information) for their use in addressing issues and forming recommendations for this report.

All survey questions and results are discussed in the “Results and Recommendations” section of this report, followed by recommendations made on the basis of data collected before Survey 2 as well as related Survey 2 results.

[1] Survey 2 was created by the CHART project Evaluator and the project Co-Directors who had the most comprehensive knowledge and understanding of project data at the time of survey formation.
[2] Questions or comments about this document can be directed to info@artful-life.org
g should a survey be? What is the ideal survey length? | *SurveyMonkey*

**CALL FOR ENTRIES:**
**MONUMENTAL DREAMS AND CONVERSATIONS**

MONUMENTAL DREAMS

# WHAT DESERVES A MONUMENT, MEMORIAL, OR WORK OF ART IN SANTA FE?

THE CHART (CULTURE, HISTORY, ART, RECONCILIATION, AND TRUTH)
SANTA FE PROJECT IS SEEKING

## PUBLIC PROPOSALS

for "Monumental Dreams & Conversations"

This project will create a pool of prospective monuments, memorials, and works of public art that communicate what is important to residents of the city and county of Santa Fe, New Mexico.

The goal of the "Monumental Dreams and Conversations" process is to communicate who and what we value as well as generate conversations about the movements, events, things, places, and people that matter to us.

Any individual, group or organization can submit a proposal by using the ONLINE SUBMISSION FORM or by email or snail mail with the form attached.

**DEADLINE: APRIL 30, 2022**

See the CHART website for more information: www.chartsantafe.com. After the deadline, CHART will present the proposals both online and at in-person events for all to view and discuss.

Use the form to:

1. **Tell us a story** that needs to be heard.
2. **Name and sketch and/or describe a monument, memorial, work of public art.** Remember that this can be vertical, horizontal, figurative, abstract, etc. It can also be permanent or temporary (e.g., performance, sound art, “happenings”). Consider ways in which people will be able to see, hear, touch, smell and taste this monument. We encourage out-of-the-box imagining.
3. **Provide a geographical location** for your monument, memorial, work of public art so we can see which neighborhood, specific location, particular landscape you envision as its special place. Any location within the city or county of Santa Fe is acceptable.
4. **Provide your contact information**.

**SUBMIT YOUR PROPOSAL** by completing the ONLINE SUBMISSION FORM available at the CHART website (www.chartsantafe.com) or by mailing the attached form to CHART, PO Box 28446, Santa Fe, NM 87592. Deadline: April 30, 2022

I**MPORTANT:**

- Your form will be shared publicly as a way to celebrate our collective imaginings, stories, and values.
- Individuals as well as groups and organizations are welcomed to submit a proposal. Neighborhood groups are also encouraged to submit. Collaborations are welcome.
- You do not need to be a professional artist to submit an idea. You can submit a description rather than a drawing if you wish. Drawings and/or words are acceptable.
- We are hoping for a diverse pool of proposals that will collectively represent the richness of the Santa Fe community. Please feel free to share this call with friends, family, and colleagues.

This project is modeled on the “Paper Monuments” project in New Orleans, LA. For inspiration and information, go to the following webpage:
*https://www.papermonuments.org/imagined-monuments*

# MONUMENTAL DREAMS AND CONVERSATIONS

A Program of CHART (Culture, History, Art, Reconciliation, and Truth) Santa Fe
www:CHARTsantafe.com

Identify an **EVENT, MOVEMENT, PLACE, THING**, or **PERSON(S)** that matters to you and is part of the past, present, or future of Oga Po'gay/Santa Fe, New Mexico. Tell us this story and propose a monument/memorial/work of public art that honors it.

I would like to commemorate a/an:

□ Event □ Movement □ Place □ Thing □ Person □ Other

This story needs to be told because:

The title of my monument/memorial is:

My monument/memorial should be located here (address, intersection, neighborhood, longitude/latitude):

This is what my monument/memorial should look like (description in words and/or sketch, drawing, painting). I've included sensory elements that appeal to sight, hearing, smell, touch, and taste.

My full name is:

Phone:

Email:

My zip code (in Santa Fe City or County) is:

# of years I've lived in Santa Fe:

ENTRY ID (for internal use only)

**¿QUÉ MERECE UN MONUMENTO, MEMORIAL U OBRA DE ARTE EN SANTA FE?**

**EL PROYECTO CHART (CULTURA, HISTORIA, ARTE, RECONCILIACIÓN Y VERDAD) SANTA FE BUSCA**

**PROPUESTAS PÚBLICAS**

para una programa: “SUEÑOS Y CONVERSACIONES MONUMENTALES”

Las propuestas públicas crearán un grupo de posibles monumentos, memoriales y obras de arte público que comunican lo que es importante para los residentes de la ciudad y el condado de Santa Fe, Nuevo México.

El objetivo del proceso “Sueños y Conversaciones Monumentales” es comunicar a quién y qué valoramos, así como generar conversaciones sobre los movimientos, eventos, cosas, lugares y personas que nos importan.

CHART organizará grupos y reuniones públicas para inspirar propuestas y estimular la conversación. Además, cualquier persona puede enviar una propuesta por correo electrónico o postal utilizando el formulario adjunto.

**FECHA LÍMITE: 30 DE ABRIL DE 2022**

Consulte el sitio web de CHART para conocer las fechas y los lugares de las reuniones: www.chartsantafe.com. Después de la fecha límite, CHART presentará las propuestas en internet y también en eventos presenciales para que todos las vean y discutan.

Utilice el formulario para:

1. **Cuéntanos una historia** que necesita ser escuchada.
2. **Nombrar y dibujar y/o describir un monumento, memorial, obra de arte público.** Recuerda que puede ser vertical, horizontal, figurativo, abstracto, etc. También puede ser permanente o temporal (por ejemplo, arte de performance o arte sonoro). Considere las formas en que las personas podrán ver, oír, tocar, oler y saborear este monumento. Fomentamos la imaginación fuera de la caja.
3. **Proporcione una ubicación geográfica** para su monumento, memorial, obra de arte pública para que podamos ver qué vecindario, ubicación específica, paisaje particular imagina como su lugar especial. Cualquier ubicación dentro de la ciudad o condado de Santa Fe es aceptable.
4. **Da tu información de contacto.**

ENVÍE SU PROPUESTA escaneando y enviando por correo electrónico el formulario en formato PDF a info@artful-life.org o enviando el formulario por correo a CHART, PO Box 28446, Santa Fe, NM 87592.  FECHA LÍMITE: 30 DE ABRIL DE 2022

**IMPORTANTE:**

- Su formulario se compartirá públicamente como una forma de celebrar nuestras imaginaciones, historias y valores colectivos.
- Se invita a las personas, así como a los grupos y organizaciones a presentar una propuesta. También se anima a los grupos de vecinos a enviar sus propuestas. Las colaboraciones son bienvenidas.
- No es necesario ser un artista profesional para enviar una idea. Puede enviar una descripción en lugar de un dibujo si lo desea. Se aceptan dibujos y/o palabras.
- Esperamos un grupo diverso de propuestas que representan colectivamente la riqueza de la comunidad de Santa Fe. Por favor siéntase libre de compartir esta llamada con aquellos que nos ayudarán a lograr esto.

Este proyecto se basa en el proyecto "Monumentos de papel" en Nueva Orleans, LA. Para inspiración e información, visite la página web: *https://www.papermonuments.org/imagined-monuments*

# SUEÑOS Y CONVERSACIONES MONUMENTALES

Un Programa de CHART (Cultura, Historia, Arte, Reconciliación y Verdad) Santa Fe

*www.chartsantafe.com*

Identifique un **EVENTO, MOVIMIENTO, LUGAR, COSA** o **PERSONA(S)** que le importa y que sea parte del pasado, presente o futuro de Oga Po'gay/Santa Fe, Nuevo México. Cuéntanos esta historia y propón un monumento, memorial u obra de arte público que la recuerde y/o la honre.

Me gustaría conmemorar a un:

□ Evento □ Movimiento □ Lugar □ Cosa □ Persona □ Otro

Esta es la historia detrás de esto, y es porque la historia necesita ser contada:

El título de mi monumento/memorial es:

Mi monumento/memorial debe estar ubicado aquí (dirección, intersección, vecindario, longitud/latitud):

Este es el aspecto que debería tener mi monumento/memorial (descripción en palabras y/o boceto, dibujo, pintura). He incluido elementos sensoriales que atraen la vista, el oído, el olfato, el tacto y el sabor.

Mi nombre completo es:

Teléfono:

Correo electrónico:

Mi código postal (en la ciudad o condado de Santa Fe) es:

Número de años que he vivido en Santa Fe:

ID DE ENTRADA (solo para uso interno)

# J

## CHART SANTA FE

Culture, History, Art, Reconciliation and Truth

*www.chartsantafe.com*

## GUIDELINES FOR PUBLIC DIALOGUE SESSIONS

*Zoom*

One of the most important goals of the CHART project is to foster mutual understanding of shared values among people of diverse backgrounds and perspectives. Though sparked by controversies about monuments and statues, the project is much broader in scope and emphasizes community member-to-community member sharing, storytelling, and listening about a range of topics.

In a moment we will be sending you into Zoom breakout rooms. There, you will be guided by a CHART team facilitator and she or he will guide you to address the questions we sent by email, ahead of this session.

In each group, there will also be a note-taker who will be taking detailed notes. Some groups will also have an additional CHART team member present to observe, including our high school interns.

Each group will be structured so that each person will have time to speak for up to 2 minutes at a time, going around the Zoom room. When it is your time to speak, feel free to respond to the question and/or respond to a point that someone else has made. There will be two rounds for each question and these rounds will be followed by 5 minutes of group discussion.

These sessions are structured for equal sharing and a lot of listening. One thing that we heard over and over again, in responses to our first CHART survey, is that Santa Feans want us to listen to each other much more and to do so with a willingness to hear perspectives different from our own.

Your small group session will be recorded. CHART is collecting a wealth of information and data over the course of the project that will inform a final report with recommendations to the Governing Body. Recording ensures that we accurately document what citizens want to share. This said, we will never publicly share individual comments identified with your names.

Expect your small group session to last about an hour and a half.

Please mind the following guidelines that encourage respectful and civil dialogue:

- **Listen carefully** with an open mind and heart.
- **Speak in turn.** If you'd like to respond to a particular comment that someone else has made, wait until it's your turn to share. It may help to have a pen and paper handy so you can write down comments you'd like to return to when it's your turn to speak.
- **Focus your comments** on the subject matter of the question.
- Please **keep your camera turned on**. Eye contact is important to dialogue. Because we're not in-person, we want to humanize Zoom as much as we can.
- **Never interrupt** a person while she/he/they is speaking.
- Comments that are accusatory, verbally abusive, and/or profane may result in your removal from the room
- Anything that promotes discrimination and/or hatred against a person's or group's physical, mental, and emotional well-being will result in removal from the room.

If you are not comfortable with any of the above guidelines, simply stay behind after the others have gone to their breakout rooms and the CHART Co-Directors will be happy to address your concerns.



End of Appendices: CHART Final Report

Access the body of the report *here*

END

City of Santa Fe

# AGENDA

**SPECIAL MEETING OF**
**THE GOVERNING BODY**
**AUGUST 02, 2022**
**4:30 PM**
**COUNCIL CHAMBERS**
**CITY HALL**
**200 LINCOLN AVENUE**

## PROCEDURES FOR SPECIAL GOVERNING BODY MEETING

**Viewing:** Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

**Radio Broadcast:** The meeting can be heard on radio station KSFR 101.1.

**Written Public Comment:** Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at https://santafe.primegov.com/public/portal three hours prior to the start of the meeting. The agenda and packet for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **SALUTE TO THE NEW MEXICO FLAG**

4. **INVOCATION**

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **DISCUSSION/ACTION ITEMS**

    a. Rescind Approval of A Resolution 2022-37, Authorizing the Sale and Consumption of Alcohol During the Annual Burning of Zozobra Community Event Produced by the Kiwanis Club of Santa Fe, Inc., a Non-Profit

Organization at Fort Marcy, During the Friday of Labor Day for the Years 2022-2025, Pursuant to SFCC 1987 Subsection 23-6.2. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 505-955-6327)

b. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Lindell, Mayor Webber, Councilor Villarreal, Councilor L. Garcia, Councilor M. Garcia, Councilor Chavez)
A Resolution Authorizing the Sale and Consumption of Alcohol During the Annual Burning of Zozobra Community Event Produced by the Kiwanis Club of Santa Fe, Inc., a Non-Profit Organization at Fort Marcy, During the Friday of Labor Day for the Years 2022-2025, Pursuant to SFCC 1987 Subsection 23-6.2. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 505-955-6327)

a. Consideration of an Amendment to Substitute the Location of Authorized Sale and Consumption from “Fort Marcy Ball Park” to “Magers Field”

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022
Governing Body: 08/02/2022

8. **ADJOURN**

**Governing Body**
**SUMMARY INDEX**
**August 2, 2022**


| ITEM | ACTION | PAGE |
|---|---|---|
| 1. Call to Order | Convened at 4:35 p.m. | 1 |
| 2. Pledge of Allegiance | Led by Councilor Lindell | 1 |
| 3. Salute to the State Flag | Led by Councilor Cassutt | 1 |
| 4. Invocation | Led by Councilor Romero-Wirth | 1 |
| 5. Roll Call | Quorum Present | 1-2 |
| 6. Approval of Agenda | Approved as presented | 2 |
| 7. Discussion Agenda | | |
| a) Rescind Alcohol at Zozobra Resolution | Approved Rescinding | 2-3 |
| b) Resolution to serve Alcohol at Zozobra | Approved as amended | 3-4 |
| 8. Adjourn | Adjourned at 4:41 pm | 4 |

**Minutes of the**
**Special Meeting of the Governing Body**
**Monday, August 2, 2022**
**City Hall**
**Santa Fe, New Mexico**
**Hybrid Meeting**

## 1. CALL TO ORDER

A special meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, August 2, 2022, at approximately 4:35 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a hybrid meeting.

## 2. PLEDGE OF ALLEGIANCE

Councilor Lindell led the Pledge of Allegiance.

## 3. SALUTE TO THE NEW MEXICO FLAG

Councilor Cassutt led the Salute to the New Mexico Flag.

## 4. INVOCATION

Councilor Romero-Wirth gave the Invocation.

The Governing Body observed a moment of silence for those who need healing, and those who are mourning the loss of a loved one.

## 5. ROLL CALL

Roll call indicated the presence of a quorum remotely and in-person, as follows:

Members Present
Mayor Alan Webber
Councilor Jamie Cassutt
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor Renee D. Villarreal

Members Excused
Councilor Michael Garcia

Other Participants Attending
Erin McSherry, City Attorney
Kristine Mihelcic, City Clerk
John Blair, City Manager

## 6. APPROVAL OF AGENDA

**MOTION:** **Councilor Chavez moved, seconded by Councilor Romero-Wirth, to approve the agenda as presented.**

**VOTE:** **The motion was approved on the following roll call vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

## 7. DISCUSSION/ACTION ITEMS

a. Rescind Approval of A Resolution 2022-37, Authorizing the Sale and Consumption of Alcohol During the Annual Burning of Zozobra Community Event Produced by the Kiwanis Club of Santa Fe, Inc., a Non-Profit Organization, at Fort Marcy, During the Friday of Labor Day for the Years 2022-2025, Pursuant to SFCC 1987 Subsection 23-6.2. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 505-955-6327)

Ms. Mihelcic read the caption for rescinding this resolution.

**MOTION:** **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the rescinding of Resolution 2022-37 as presented.**

**VOTE:** **The motion was approved on the following roll call vote:**

**For:** Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilor Villarreal, and Mayor Webber.

**Against:** None.

b. CONSIDERATION OF RESOLUTION NO. 2022-39. (Councilor Lindell, Mayor Webber, Councilor Villarreal, Councilor L. Garcia, Councilor M. Garcia, Councilor Chavez)
A Resolution Authorizing the Sale and Consumption of Alcohol During the Annual Burning of Zozobra Community Event Produced by the Kiwanis Club of Santa Fe, Inc., a Non-Profit Organization at Fort Marcy, During the Friday of Labor Day for the Years 2022-2025, Pursuant to SFCC 1987 Subsection 23-6.2. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 505-955-6327)

a. Consideration of an Amendment to Substitute the Location of Authorized Sale and Consumption from "Fort Marcy Ball Park" to "Magers Field"

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Finance Committee: 07/18/2022
Quality of Life Committee: 07/20/2022
Governing Body: 07/27/2022
Governing Body: 08/02/2022

Ms. Bustos-Mihelcic read the caption for this Resolution and the subsection for it.

**MOTION:** **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the Resolution 2022- as presented.**

**Discussion on the Motion:**

Ms. McSherry recommended the amendment be considered.

**MOTION:** **Councilor Lindell moved, seconded by Councilor Cassutt, to approve the amendment to substitute the location for consumption from "Fort Marcy Ball Park" to "Mager's Field."**

**VOTE:** **The amendment was approved on the following roll call vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

**VOTE:** **The motion, as amended, was approved on the following roll call vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

## 8. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 4:41 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

City of Santa Fe

# AGENDA

**REGULAR MEETING OF THE GOVERNING BODY**
**AUGUST 10, 2022**
**5:00 PM**
**COUNCIL CHAMBERS**
**CITY HALL**
**200 LINCOLN AVENUE**

## PROCEDURES FOR GOVERNING BODY MEETING

**Viewing:** Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe (https://www.youtube.com/user/cityofsantafe). The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

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**Written Public Comment:** Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at https://santafe.primegov.com/public/portal (https://santafe.primegov.com/public/portal) three hours prior to the start of the meeting.

**Live Public Comment:** Members of the public may provide public comment in person during *Petitions from the Floor, Public Comment, Final Action on Legislation,* or *Public Hearings*.

**Virtual Public Comment:** To provide public comment during *Petitions from the Floor, Public Comment, Final Action on Legislation,* or *Public Hearings* virtually, you must 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/88451369213?pwd=OG5rS0R0TDhNSlh3aUhMckNXUzN1UT09 (https://santafenm-gov.zoom.us/j/88451369213?pwd=OG5rS0R0TDhNSlh3aUhMckNXUzN1UT09).

Attendees should use the "Raise Hand" function to be recognized by the Mayor 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: 884 5136 9213**

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

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Rivera

3. **SALUTE TO THE NEW MEXICO FLAG**

Councilor Cassutt

4. **INVOCATION AND REMEMBRANCES**

Councilor Lindell

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT AGENDA**

8. **PRESENTATIONS**

a. FY21 Audit Update; (Ricky Bejarano, Interim Assistant Finance Director, 505.629.6988,rabjejaraon@santafenm.gov)

9. **ACTION ITEMS: CONSENT AGENDA**

a. Request for Approval of the July 27, 2022 Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov; 505-955-6519)

**Committee Review:**
Governing Body: 08/10/2022

b. Request for Approval of Award of ITB 22/44/B to Purchase Two (2) Wheel Loaders from Power Screening LLC, in The Total Amount of $663,000 for the City of Santa Fe's Wastewater Management Division. (Paul Heerbrandt, P.E WWMD Engineer Supervisor, pfheerbrandt@santafenm.gov)

1. Request Approval of a Budget Adjustment Resolution (BAR) in The Amount of $663,000 from the WWMD Cash Balance.

**Committee Review:**
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/01/2022
Governing Body: 08/10/2022

c. Request for Approval of Amendment No. 1 to Sub-Recipient Grant Agreement EMW-2020-SS-00127-S01, Extending the Performance Period to December 31, 2022, In the Total of $262,749.19, New Mexico Department of Homeland Security and Emergency Management. (Brian Williams, Office of the Emergency Management Director: bgwilliams@santafenm.gov, 505-469-1484)

**Committee Review:**
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

d. Request for Approval of an Annual Arts Funding Grant Contract with the New Mexico Department of Cultural Affairs, New Mexico Arts Division, for the Arts and Culture Department Community Gallery in the Amount of $6,677 to Fund Public Programming. (Robert Lambert, Community Art Gallery Manager: rdlambert@santafenm.gov, 505-955-6707)

**Committee Review**:
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

e. Request for Approval of Community Development Block Grant CARES Act (CDBG-CV) Agreement in the Amount of $581,333 to Support Operations, Programs, and Case Management at Santa Fe Suites; Community Solutions International, Inc DBA Vincent's Legacy LLC. (Cody Minnich, Project Manager, Office of Affordable Housing: cjminnich@santafenm.gov, 505-955-6574)

**Committee Review:**
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/ 2022

f. Request for Approval of a Professional Services Agreement in the Amount of $3,096,000 Excluding NMGRT for Accounting Services/ Year-End Close and Audit Preparation for One Year with the Option to Renew up to Four Years, Pursuant to RFP 22/47/P. (JoAnn Lovato, Contracts Manager: jdlovato@santafenm.gov, 505-490-6045)

**Committee Review:**
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

g. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera)
A Resolution Adopting the 2024-2028 Infrastructure Capital Improvements Plan ("ICIP"). (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 505-955-6622)

**Committee Review:**
Governing Body (Introduced): 07/27/2022
Finance Committee: 08/01/2022
Public Works and Utilities Committee: 08/08/2022
Governing Body: 08/10/2022

h. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt, Councilwoman Villarreal and Councilor Lindell)
A Resolution Supporting the Neighbor to Neighbor Fund Drive 2022. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 505-955-6518)

**Committee Review:**
Governing Body (Introduced): 07/27/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

i. (Postponed) CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor M. Garcia, Councilor Rivera, Mayor Webber, Councilor Romero-Wirth, Councilor Chavez, Councilwoman Villarreal, Councilor Cassutt, Councilor L. Garcia and Councilor Lindell)
A Resolution Updating the Terms of Approval Included in Resolution Nos. 2020-24 and 2022-9 to Change the Permitted Location of Banners Commemorating “Hometown Heroes” From the Cerrillos Road Corridor to the Railyard, Guadalupe Street, and the Greater Downtown Area. (John Blair, City Manager: jwblair@santafenm.gov)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Governing Body: 07/27/2022 (Postponed)
Governing Body: 08/10/2022

10. **ACTION ITEMS: DISCUSSION AGENDA**

a. Request for Approval of a Cooperative Project Agreement in the Total Amount of $10,117,243 for Constructing Road Improvements on Guadalupe St.; New Mexico Department of Transportation. (Romelia Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov,

505-955-6623)

1. Request for the Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $10,117,243 for Constructing Road Improvements on Guadalupe St. Under Org/Obj 3309980/572970.

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Governing Body: 08/10/2022

11. **MATTERS FROM THE CITY MANAGER**

12. **MATTERS FROM THE CITY ATTORNEY**

13. **MATTERS FROM THE CITY CLERK**

14. **COMMUNICATIONS FROM THE GOVERNING BODY**

15. **INTRODUCTION OF LEGISLATION**

a. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt, Councilwoman Villarreal, Councilor M. Garcia, Councilor Chavez)
A Resolution Advancing Complete Streets as a Proven Countermeasure to Provide Safer and More Equitable Transportation Improvements in the Santa Fe Metropolitan Planning Area While Reducing the Impacts of Climate Change. (Erick Aune, Transportation Planner: ejaune@santafenm.gov, 505-955-6664)

**Committee Review:**
Introduced: 08/10/22
Quality of Life Committee: 08/17/22
Public Works and Utilities Committee: 08/29/22
Governing Body: 08/31/22

16. **PETITIONS FROM THE FLOOR**

17. **PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)**

18. **FINAL ACTION ON LEGISLATION (PUBLIC HEARING)**

19. **PUBLIC HEARINGS**

a. ***POSTPONED TO THE SEPTEMBER 28, 2022 REGULAR GOVERNING BODY MEETING.***

**Case #2021-4377. Caja del Oro Subdivision General Plan Amendment.**
James Siebert, of James W. Siebert and Associates, Inc., Agent, for the Pulte Group of New Mexico, Applicant, Requests Approval of a General Plan Future Land Use Map Amendment to Change the Future Land Use Classification from Very Low Density Residential (1 to 3 Dwelling Units Per Acre) to Medium Density Residential (7 to12 Dwelling Units Per Acre) and Community Commercial to Medium Density Residential (7 to12 Dwelling Units Per Acre). The Property is Approximately 16.21 Acres of Land on Eight Individual Lots (to be Consolidated). The Properties are Located at 1905, 1950, 0, 0 and 1941 Caja del Oro Grant Road and 4, 5 & 7 Hernandez Road. (Heather Lamboy, Assistant Director, Land Use Department, hllamboy@santafenm.gov, 505-955-6598)

1. CONSIDERATION OF RESOLUTION NO. 2022-____.
   An Ordinance Amending the General Plan of the City of Santa Fe and Changing the Future Land Use Classification from Low Density Residential (1 to 3 Dwelling Units per Acre) to Medium Density Residential (7 to 12 Dwelling Units per Acre) with Respect to Approximately 16.21 Acres of Land Located at 1905, 1950, 0, 0, and 1941 Caja del Oro Grant Road and 4, 5, and 7 Hernandez Road. (Case No. 2021-4377, Caja del Oro Subdivision General Plan Amendment).

2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-4377 in the Matter of the Property Located at 1950, 0, 0, and 1941 Caja del Oro Grant Road and 4, 5, and 7 Hernandez Road; Caja del Oro Subdivision General Plan Amendment.

b. ***POSTPONED TO THE SEPTEMBER 28, 2022 REGULAR GOVERNING BODY MEETING.***

**Case #2021-4378. Caja del Oro Subdivision Rezoning.**
James Siebert, of James W. Siebert and Associates, Inc., Agent, for the Pulte Group of New Mexico, Applicant, Requests Rezoning Approval from R-1 (Residential- 1 Dwelling Unit Per Acre) to R-10 (Residential- 10 Dwelling Units Per Acre) and C-2 (General Commercial) to R-10 (Residential-10 Dwelling Units Per Acre). The Property is Approximately 16.21 Acres of Land on Eight Individual Lots (to be Consolidated). The Properties are Located at 1905, 1950, 0, 0 and 1941 Caja del Oro Grant Road and 4, 5 & 7 Hernandez Road. (Heather Lamboy, Assistant Director, Land Use Department, hllamboy@santafenm.gov, 505-955-6598)

1. CONSIDERATION OF BILL NO. 2022-__. ADOPTION OF ORDINANCE 2022-____.
   An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Zoning Classification from R-1 (Residential 1 Unit per Acre) to R-10 (Residential 10 Dwelling Units per Acre) with Respect to Approximately 16.21 Acres of Land Located at 1905, 1950, 0, 0, and 1941 Caja del Oro Grant Road and 4, 5, and 7 Hernandez Road. (Case No. 2021-4378, Caja del Oro Subdivision Rezoning)

2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-4378 in the Matter of the Property Located at 1950, 0, 0, and 1941 Caja del Oro Grant Road and 4, 5, and 7 Hernandez Road; Caja del Oro Subdivision Zoning Map Amendment.

c. ***POSTPONED TO THE SEPTEMBER 28, 2022 REGULAR GOVERNING BODY MEETING.***

**Case #2021-3814. Villas de Las Soleras Unit 3 General Plan Amendment.**
James W. Siebert and Associates, Inc., Agent, for Ross's Peak Holding, Ltd., Co., Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use classification for approximately 6.8 acres from Low Density Residential (3 to 7 dwelling

units per acre) to Medium Density Residential (7 to 12 dwelling units per acre) at 4601 Rail Runner Road. The property is zoned R-6 (Residential- six dwelling unit per acre) and is within the Las Soleras Master Plan area. (Heather Lamboy, Assistant Director, Land Use Department, hllamboy@santafenm.gov, 505-955-6598)

1. CONSIDERATION OF RESOLUTION NO. 2022-____.
   An Ordinance Amending the General Plan of the City of Santa Fe and Changing the Future Land Use Classification from Low Density Residential (1 to 3 Dwelling Units per Acre) to Medium Density Residential (7 to 12 Dwelling Units per Acre) with Respect to Approximately 6.8 Acres of Land Located at 4601 Rail Runner Road. (Case No. 2021-3814, Villas de Las Soleras Unit 3 General Plan Amendment).

2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-3814 in the Matter of the Property Located at 4601 Rail Runner Road General Plan Amendment.

d. ***POSTPONED TO THE SEPTEMBER 28, 2022 REGULAR GOVERNING BODY MEETING.***

**Case #2021-3815. Villas de Las Soleras Unit 3 Rezoning.**
James W. Siebert and Associates, Inc., Agent, for Ross's Peak Holding, Ltd., Co., Owner, Requests a Rezoning from R-6 (Residential- Six Dwelling Unit Per Acre) to R-10 (Residential 10 Dwelling Unit Per Acre) for a Property Located at 4601 Rail Runner Road. The 6.8-Acre Property is Zoned R-6 (Residential Six Dwelling Units Per Acre) and is within the Las Soleras Master Plan Area. (Heather Lamboy, Assistant Director, Land Use Department, hllamboy@santafenm.gov, 505-955-6598)

1. CONSIDERATION OF BILL NO. 2022-__. ADOPTION OF ORDINANCE 2022-____.
   An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Zoning Classification from R-6 (Residential 6 Units per Acre) to R-10 (Residential 10 Dwelling Units per Acre) with Respect to Approximately 6.8 Acres of Land Located at 4601 Rail Runner Road. (Case No. 2021-3815, Villas de Las Soleras Unit 3 Rezoning)

2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-3815 in the Matter of the Property Located at 4601 Rail Runner Road; Villas de Las Soleras Unit 3 Amendment.

20. **APPOINTMENTS**

a. Historic Districts Review Board

- Madeleine Aguilar Medrano – Appointment – Term Ending 01/2023
- Jennifer Berkley – Appointment – Term Ending 01/2023
- John Bienvenu – Reappointment – Term Ending 01/2024
- Jennifer A. Biedscheid – Reappointment – Term Ending 01/2024
- Anthony Guida – Reappointment – Term Ending 01/2023
- Cecilia Rios – Reappointment – Term Ending 01/2023
- Flynn Larson – Reappointment – Term Ending 01/2024

b. Santa Fe River Commission

- Patrick Smyth – Appointment – Term Ending 02/2025
- Daniel Spivak – Appointment – Term Ending 02/2025
- Andrew Erdmann – Appointment – Term Ending 02/2025
- Michael L. Gonzales – Appointment – Term Ending 02/2025
- Jacob Lyon – Appointment – Term Ending 02/2025
- Heidi Klingel – Reappointment – Term Ending 02/2025
- Rachel Kullman – Reappointment – Term Ending 02/2025
- Santa Fe County Commissioner Anna Hansen – Reappointment – Term Ending 02/2025

21. **ADJOURN**

Closed captions are provided for this meeting. Persons with disabilities in need fo additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

**Governing Body**
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**August 10, 2022**


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**Minutes of the**
**Regular Meeting of the Governing Body**
**Wednesday, August 10, 2022**
**City Hall**
**Santa Fe, New Mexico**
**Hybrid Meeting**

## 1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, August 10, 2022, at approximately 5:05 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a hybrid meeting.

## 2. PLEDGE OF ALLEGIANCE

Councilor Rivera led the Pledge of Allegiance.

## 3. SALUTE TO THE NEW MEXICO FLAG

Councilor Cassutt led the Salute to the New Mexico Flag.

## 4. INVOCATION

Councilor Lindell gave the Invocation giving the Serenity Prayer.

Mayor Webber remembered the Albuquerque Muslim men who lost their lives and gave condolences for their families.

The Governing Body observed a moment of silence for those struggling with COVID those in need of recovery, and those who have recently died and their grieving families here.

## 5. ROLL CALL

Roll call indicated the presence of a quorum remotely and in-person, as follows:

Members Present
Mayor Alan Webber
Councilor Jamie Cassutt
Councilor Amanda Chavez [remotely]
Councilor Lee Garcia

Councilor Michael Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor Renee D. Villarreal

Members Excused
None

Other Participants Attending
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
John Blair, City Manager
Ricky Bejarano, Interim Assistant Finance Director
Kyra Ochoa, Community Health and Safety Department Director
Paul Heerbrandt, P.E. Wastewater Division Engineer Supervisor
Alexis Lotero, Acting Finance Director
Jesse Guillen, Legislation and Policy Innovation Manager
Romelia Glorioso-Moss, Projects Administrator
Regina Wheeler, Public Works Department Director
Carl Boaz, Council Stenographer

## 6. APPROVAL OF AGENDA

**MOTION:** **Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the agenda as presented.**

**VOTE:** **The motion was approved on a unanimous voice vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

## 7. APPROVAL OF CONSENT AGENDA

Ms. Bustos-Mihelcic announced items b, g, f, i were pulled for discussion.

**MOTION:** **Councilor Lindell moved, seconded by Councilor Cassutt, to approve the consent agenda as amended with items b, f, g and i removed for discussion.**

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

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor Lindell, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

## 8. PRESENTATIONS

a. FY21 Audit Update; (Ricky Bejarano, Interim Assistant Finance Director, 505.629.6988, rabjejaraon@santafenm.gov)

Ms. Bustos-Mihelcic read the caption.

Director Bejarano presented the update. The FY21 contract was signed. A couple of corrections were made. They got permission to contract for the FY22 audit and working to be on time. The year-end closed on time for first the time since 2019. And, for the first time in three years, month-end closes started in July 2022, so the Department is quickly getting transactions posted on time and getting caught up.

Councilor Rivera asked if the monthly close outs have created delays in their work.

Director Bejarano said it has but they will get better as they go along. July went very well. It will also shorten the annual close.

Councilor Rivera asked what happens when something was procured in June but not finished until much later.

Director Bejarano said the City uses a modified accrual and it becomes on a cash basis in that circumstance. A bill on August 15 would be posted in August.

Director Bejarano said this allows the Department to correct errors as they go along. They can have up to a thousand JEs and without monthly closes becomes overwhelming if it waits until the end of the fiscal year. Staff are a little frustrated by it but learning.

Councilor Michael Garcia asked if the report on Piñon Ventures was ever submitted to the Governing Body. He wanted to learn from the report.

Director Bejarano said a draft has been issued and awaiting final clearance. Once it is final, it will be made public. It should be ready by the next Finance Committee meeting.

Councilor Romero-Wirth underscored the significance of monthly closes. It is the first time to close the FY on time in three years and first time using the new system. She congratulated Director Bejarano and his team on that big deal. It will help the City do a lot of things. So, we are now in FY 23 and now closing the first month of our first FY month. That will keep us on track. Not only will the City get audits done on time, but the Finance Committee can now review current finance reports in real time.

Director Bejarano agreed.

9. **ACTION ITEMS: CONSENT AGENDA**

a. Request for Approval of the July 27, 2022 Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov; 505-955-6519)
**Committee Review:**
Governing Body: 08/10/2022

**This item was pulled for Discussion.**

b. Request for Approval of Award of ITB 22/44/B to Purchase Two (2) Wheel Loaders from Power Screening LLC, in The Total Amount of $663,000 for the City of Santa Fe's Wastewater Management Division. (Paul Heerbrandt, P.E. WWMD Engineer Supervisor, pfheerbrandt@santafenm.gov)

1. Request Approval of a Budget Adjustment Resolution (BAR) in The Amount of $663,000 from the WWMD Cash Balance.
**Committee Review:**
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/01/2022
Governing Body: 08/10/2022

Ms. Bustos-Mihelcic read the caption for this item and its BAR.

**MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the purchase and the Budget Adjustment Resolution as presented.**

**Discussion on the Motion:**

Councilor Lindell asked if there was anyone here to address it. She apologized for pulling this but needed clarification. In the packet it said these front-end loaders were used at the compost facility and she was not aware the City even had such a facility.

Mr. Heerbrandt said he didn't know the answer because he just started.

Councilor Lindell pointed out that the City is spending over $600,000 there and the revenue stream there is about $30,000. She was concerned about that. It was hard for her to support that. Buying two seemed impossible. She thought one would be sufficient and asked why the City would we buy two front end loaders.

Mr. Heerbrandt said they need to take sludge out of the wastewater and are saving money by doing that.

Councilor Lindell asked if the City could contract with a company instead.

Mr. Heerbrandt said he was not aware of a company that would take our sludge and turn it into compost as a method of disposal.

Councilor Lindell suggested coming up with a cost/benefit analysis as opposed to paying tipping fees. It just sounded like a very expensive program.

Mr. Heerbrandt said that was done when the City was planning to construct the compost facility.

Councilor Lindell asked for a copy of it and Mr. Heerbrandt agreed to provide it.

Councilor Rivera heard some sludge was used for composting and asked what was done with the rest.

Mr. Heerbrandt said they had a permit to use it on the land, but the permit has ended. It is more economic to compost it than to take it to the landfill. We have several we can use. Right now, we don't have an agreement with the landfill. We need an approved plan first.

Councilor Rivera understood only certain landfills can do that.

Mr. Heerbrandt said they intend to use Caja del Rio after a state plan is approved.

Councilor Cassutt asked if there were other environment benefits aside from economic benefit.

Mr. Heerbrandt said the compost can be reused, and some of it is used in construction projects.

Councilor Cassutt believed the environmental benefit was as important as the economic benefit.

Mr. Heerbrandt agreed and briefly described the benefit.

Councilor Lee Garcia asked if any of the final product would have to be disposed of.

Mr. Heerbrandt said they have adequate demand for all the compost.

Councilor Lee Garcia asked if these loaders were to replace old units.

Mr. Heerbrandt agreed. Both of them recently broke down and they had to rent units to use. He didn't know the cost for the rental. He added that the loaders were used at places other than compost facility. The new loaders are expected to last 15-20 years.

**VOTE:** **The motion was approved on a unanimous voice vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

c. Request for Approval of Amendment No. 1 to Sub-Recipient Grant Agreement EMW-2020-SS-00127-S01, Extending the Performance Period to December 31, 2022, In the Total of $262,749.19, New Mexico Department of Homeland Security and Emergency Management. (Brian Williams, Office of the Emergency Management Director: bgwilliams@santafenm.gov, 505-469-1484)
**Committee Review:**
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

d. Request for Approval of an Annual Arts Funding Grant Contract with the New Mexico Department of Cultural Affairs, New Mexico Arts Division, for the Arts and Culture Department Community Gallery in the Amount of

$6,677 to Fund Public Programming. (Robert Lambert, Community Art Gallery Manager: rdlambert@santafenm.gov, 505-955-6707)
**Committee Review**:
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

e. Request for Approval of Community Development Block Grant CARES Act (CDBG-CV) Agreement in the Amount of $581,333 to Support Operations, Programs, and Case Management at Santa Fe Suites; Community Solutions International, Inc DBA Vincent's Legacy LLC. (Cody Minnich, Project Manager, Office of Affordable Housing: cjminnich@santafenm.gov, 505-955-6574)
**Committee Review:**
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/ 2022

**This item was pulled for discussion:**

f. Request for Approval of a Professional Services Agreement in the Amount of $3,096,000 Excluding NMGRT for Accounting Services/ Year End Close and Audit Preparation for One Year with the Option to Renew up to Four Years, Pursuant to RFP 22/47/P. (JoAnn Lovato, Contracts Manager: jdlovato@santafenm.gov, 505-490-6045)
**Committee Review:**
Finance Committee: 08/01/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

Ms. Bustos-Mihelcic read the caption and noted that Manager Lovato was not present. Acting Finance Director, Alexis Lotero was present for questions.

**MOTION: Councilor Michael Garcia moved, seconded by Councilor Romero-Wirth, to approve the PSA for audit services as presented.**

**Discussion on the Motion:**

Councilor Lindell did not like the way the contract was put together at $3 million over a course of four years. The total concerned her to pay for outside accounting services. Part of the $3 million was the $30,000 for travel fees per month which made no sense to her. The Governing Body should not agree to a contract with that much in travel fees.

Councilor Michael Garcia asked Director Lotero where they are traveling from.

Director Lotero said they would travel from Albuquerque. She noted the contracted amount for travel was up to $30,000 so the City does have some control over that. It is potentially 10k per =year. It would be mainly auto and gasoline.

Manager Blair clarified that the $30,000 was not just for travel but also software, etc. This is a month-by-month contract which gives Finance a review each month. There will also be a national consultant for accountability up to $30,000 per month but not necessarily that much. Last year, the City had four consultants at a total of $2.5 million.

We are trying to hire a full-time Finance Director to build out our staff and to wean ourselves off the contract before long.

Councilor Michael Garcia said that does provide a better context. They would have lodging and food to pay for. He knew it was expensive when he had to go to DC often. He asked how much of this was due to the current vacancy rate.

Director Lotero said it was about a 40% vacancy rate for several years. Just closing the fiscal year timely is a huge accomplishment. To close a year in one month was a major task and some of that was because of the internal vacancies. She added that Director Bejarano knows what needs to be done. In this market, it is difficult to hire good candidates. She did not anticipate needing the full $3 million nor needing it in place for the full four years.

Councilor Michael Garcia asked if there was an option for requesting an amendment based on need changing.

Director Lotero agreed. That was why the contract said, “up to x amount” and over the course of the next few years on an as-needed basis. She anticipated it will decrease. She strongly encouraged the Governing Body not to take more time to delay it further.

Ms. McSherry clarified that the Governing Body could do amendments in line with the RFP, but the elements of the criteria could not be modified.

Councilor Michael Garcia asked if that meant on the total amount.

Ms. McSherry agreed.

Councilor Rivera asked if the contractor did not agree to the contract amendment to reduce the amount, whether the Governing Body would need to go back to do the RFP again.

Ms. McSherry said only if the contract was terminated would they need to go back to the RFP process again.

Councilor Romero-Wirth cautioned the Governing Body about the need to do that. It seems we have more than we need but we want our staff to be focused on the task at hand get the books in order so that there would be a better chance to have on-time audits.

She understood about the difficulty in finding Staff. These jobs are in high demand.

Director Lotero agreed it is difficult to find a person who can do it.

Councilor Romero-Wirth observed it is so helpful to be able to work on the FY22 audit while we are working on the FY21 audit simultaneously.

Councilor Rivera agreed with the imminent need to get books in order, but under normal circumstances, he would not vote to approve the contract. It is very high and appears to be top loaded. But getting back on track with our audits is so important. Right now, some departments are waiting on the audit so they can apply for grants. He trusted the Staff would make best use of the money.

Councilor Villarreal said six proposals were submitted. We know the criteria they must meet. She asked if Director Lotero could share the criteria that was followed to evaluate proposals.

Director Lotero said the criteria included the hourly rate, the staffing levels, experience, references, and similar things. The RFP committee has a manager who oversees the process.

Councilor Villarreal said it is a big contract, and you will be scrutinizing very closely. And I feel better about the opportunity to adjust it if we need. When the city starts filling vacancies, we can reduce the contract. She hoped that would work. The sooner we get the contract place the better off we all are.

Councilor Lee Garcia heard from Ms. McSherry about a 30-day retraction. He asked if there were any caveats and penalties.

Ms. McSherry said the City would have to pay for any work completed and page 4 of the contract details it. There was no penalty.

Councilor Lee Garcia was not comfortable with the price tag either, but he appreciated the work on this.

Ms. McSherry recommended making the motion contingent on the BAR that will be necessary on this contract.

**MOTION:** **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to amend the main motion to add "to make it contingent on a budget adjustment in the amount necessary" for this contract being approved.**

**Discussion on the Amendment:**

Councilor Michael Garcia supported the amendment.

**VOTE:** **The amendment to the main motion was approved on the following roll vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

**VOTE:** **The motion as amended was approved on the following roll call vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** Councilor Lindell.

**This item was pulled for discussion by Councilor Rivera and Councilor Cassutt**

g. CONSIDERATION OF RESOLUTION NO. 2022-39. (Councilor Rivera)
A Resolution Adopting the 2024-2028 Infrastructure Capital Improvements Plan ("ICIP"). (Regina Wheeler, Public Works Department Director: rawheeler@santafenm.gov, 505-955-6622)
**Committee Review:**
Governing Body (Introduced): 07/27/2022
Finance Committee: 08/01/2022
Public Works and Utilities Committee: 08/08/2022

Ms. Bustos-Mihelcic read the caption for this item and noted Director Wheeler was available for questions.

**MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, to approve the ICIP Resolution as presented.**

**Discussion on the Motion:**

Councilor Rivera thanked Director Wheeler and Director Ochoa who came up with ideas on other funding sources that would support the ICIP amendment. One idea was to replace MRC with libraries. Staff is engaged in all these projects and the Governing Body as well.

The amendment he proposed was cosponsored by Councilor Cassutt and Councilor Michael Garcia, and in the packet. He read his amendment which was to rank Project ID #40054, MRC Soccer Valley Expansion, MRC as #05 and to rank Project ID # 36143, Permanent and Transitional Housing and Homelessness, #06, and to rank Project ID #39891 La Acequia Trail Extension La Cieneguilla as #063.

**MOTION: Councilor Rivera moved, seconded by Councilor Romero-Wirth, to approve the amendment as presented.**

**Discussion on the Amendment**

Councilor Cassutt thanked Councilor Rivera for his work on the amendment. As to why, we have an anonymous donor to match the $3 million for Soccer Valley in a time limited offer. So, it will complete the plan which has been around for a decade. There seems to be other viable funding for the housing project, which was why that was moved down on the list.

Director Ochoa thanked Councilor Cassutt and spoke to it and her thanks for Councilor Rivera for his work. The work on homelessness is very collaborative with foundations and the County. We have a coordinator for it. The group is working very hard on conversion of hotels and other options. The State also recognizes the need with a $10 million allocation for the entire State. She spoke earlier with Ms. McSherry about using some of the opioid settlement for it too.

Ms. Tucker spoke to the new central library for the community. It is the one free space for culture for the City to plan a modern public library for this City.

Councilor Cassutt spoke about the MRC and importance of building Soccer Valley which provides a prevention resource and recreation for adults and social cohesion to make sure people can stay healthy and avoid falling into addicting patterns. This project will provide more of the resources.

Director Ochoa wholeheartedly agreed about how important that sport is – especially for our immigrant community but it is also an investment she wholeheartedly supported.

Councilor Villarreal thanked Councilor Cassutt for the reasoning behind this project. She was curious about the amount. Is it to request $3 million to match the donation.

Director Wheeler explained that we are seeking other funding but didn't say anything was received. $7.5 million is requested to reach for other funding.

Councilor Villarreal asked if the library project was $22 million and if Director Wheeler could say more about how the perspective changed on and what is best to request at the Legislation that is reasonable.

Director Wheeler said it is like the Teen Center match to go full speed on design and next year the construction and the third year for requesting the equipment. This could be done the same way. The same thing happened with the airport strategy. As the Governing Body continues consistently with the top five, those things can be achieved.

She identified other sources of funding that are possible. Ms. Tucker is adept at that for libraries.

Councilor Michael Garcia thanked the people that put forth the proposal to finish up the soccer master plan. There is also an economic impact that can be achieved as a world-class soccer city with tournaments from all over the world. He hoped the Legislature supports it.

Mayor Webber clarified while celebrating sports for young people, the City has not de-escalated SWAN Park. Phase 2 is coming online with offerings to the southside people. It is an optimistic trajectory here as we grow as a community. With all the young people living there, we want to make opportunities there nearby for outdoor recreation and staying positively engaged.

Councilor Chavez thanked colleagues for the work and exciting to see the community center in the top five. Much of drug abuse is due to lack of resources for the young people and will have positive impact in the future.

She has advocated for the young people wo have passion for this sport. This is a move in the right direction.

**VOTE:** **The amendment was approved on the following roll call vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

**VOTE:** **The main motion as amended was approved on the following roll call vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

h. CONSIDERATION OF RESOLUTION NO. 2022-40. (Councilor Cassutt, Councilwoman Villarreal and Councilor Lindell)
A Resolution Supporting the Neighbor-to-Neighbor Fund Drive 2022. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 505-955-6518)
**Committee Review:**
Governing Body (Introduced): 07/27/2022
Quality of Life Committee: 08/03/2022
Governing Body: 08/10/2022

**This item was pulled for discussion by Councilor Rivera.**

i. (Postponed) CONSIDERATION OF RESOLUTION NO. 2022-41. (Councilor M. Garcia, Councilor Rivera, Mayor Webber, Councilor Romero-Wirth, Councilor Chavez, Councilwoman Villarreal, Councilor Cassutt, Councilor L. Garcia, and Councilor Lindell)
A Resolution Updating the Terms of Approval Included in Resolution Nos. 2020-24 and 2022-9 to Change the Permitted Location of Banners Commemorating “Hometown Heroes” From the Cerrillos Road Corridor to the Railyard, Guadalupe Street, and the Greater Downtown Area. (John Blair, City Manager: jwblair@santafenm.gov)
**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022

Governing Body: 07/27/2022 (Postponed)
Governing Body: 08/10/2022

Ms. Bustos-Mihelcic read the caption for this Resolution.

Councilor Michael Garcia explained the resolution was postponed because it was limiting the location to the new location and removed the former location. He wanted to leave all locations open.

Ms. McSherry said an amendment to this would work and just make sure the caption is worded similarly to what was done with Zozobra. When a caption is changed, the City has to put it in the newspaper.

Councilor Michael Garcia wanted the Cerrillos Road location to remain valid.

Ms. McSherry agreed that would be within the spirit of what he wanted to do.

Mayor Webber urged him to create the amendment to have it ready to move.

Mayor Webber asked how we interpret this resolution. He asked if what Councilor Michael Garcia is asking was not to exclude Cerrillos. Mayor Webber felt the resolution does not exclude Cerrillos Road. He asked Ms. McSherry to guide this. He was not looking for a vote tonight but an opportunity to have correct at the right time to vote on it.

Ms. McSherry agreed. That was her recommendation too.

Mayor Webber offered to call a special meeting or have it at the next regular meeting.

Councilor Michael Garcia thanked him. That was helpful.

**MOTION:** **Councilor Michael Garcia moved, seconded by Councilor Cassutt, to postpone this item.**

**VOTE:** **The motion was approved on a unanimous voice vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

10. **ACTION ITEMS: DISCUSSION AGENDA**

a. Request for Approval of a Cooperative Project Agreement in the Total Amount of $10,117,243 for Constructing Road Improvements on Guadalupe St.; New Mexico Department of Transportation. (Romelia Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 505-955-6623)

1. Request for the Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $10,117,243 for Constructing Road Improvements on Guadalupe St. Under Org/Obj 3309980/572970.
**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Governing Body: 08/10/2022

Ms. Bustos-Mihelcic read the caption for this item

**MOTION:** **Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the Cooperative Project Agreement and the BAR as presented.**

**Discussion on the Motion:**

Ms. Glorioso-Moss presented the request and noted it is the largest road improvement funding ever for the City. The construction would begin in October including two travel lanes, raise the median in the center and create 5-foot bike lanes on both sides of the street and 6-foot sidewalks and driveway improvements. This project will make it safer for pedestrians, bikers, elderly, and children. The speed is to be a 20-mph limit. The construction span is one year, and the Governing Body could amend it for longer time, if needed.

Councilor Villarreal congratulated Ms. Glorioso-Moss for this stage of the project despite all the hindrances.

**VOTE:** **The motion was approved on a unanimous voice vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

## 11. MATTERS FROM THE CITY MANAGER

Manager Blair reported making progress on the RFP to hire a new lobbyist and hoped for an offer this week or next.

He announced the newspaper reported the new RECC Director Roberto Lujan was hired and worked as interim director before.

He acknowledged some staff who are celebrating anniversaries and identified those with anniversaries of 5 years, 10 years, 15 years, and 20 years. He added that

Bernadette Cortez, with Fire Administration just hit 28 years with the City, and Randy Lopez, with Parks, Trails, & Watershed just hit 32 years with the City of Santa Fe, and Mark Vigil, who works with the Parks Department, is at 33 years with the City. He thanked them all for their service and all present applauded.

## 12. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry updated the office on operations. In July alone, they received 671 requests for public records. By August 8, only 150 of those were still open. A vast number were for police records. All three of the team are now able to access police records after background checks and fingerprinting.

The City Attorney Office is doing collaboration with other jurisdictions for best practices. She was happy to have the extra resources.

She mentioned the best way to review confidential proposals for procurement when the Governing Body is interested. Councilors can always reach out to the procurement team or request an executive session at any time to discuss them, even without it being on the agenda, such as confidential proposals for competitive procurement. She explained she could not take questions now, but she was happy to have a talk with anyone who has questions. She added that proposal and scoring are confidential until it is awarded.

## 13. MATTERS FROM THE CITY CLERK

Ms. Bustos-Mihelcic said the City is still moving toward the date change on collection of refuse.

The last movie of the summer season is this coming Friday night and is teen night there. There will also be a popup bike cruise that night.

The Bicentennial has extended hours through September 11.

She hired Christina Montoya as Records Management Technician. So far, she has reviewed 5,000 boxes and reviewing the allowable destruction date. They are moving into technology of tracking software and scanning documents. It is a huge project.

Manager Blair said he forgot one update. Senior Staff met about locked doors at City Hall. The Lincoln Street door is open until 5:00 p.m. and starting now, the Lincoln doors will be the only doors open. He is preparing signs to direct people to the Lincoln doors for evening meetings. He will make sure it gets done.

## 14. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Chavez said she went with Maria Tucker to Senior Services and was blown away with the work being done there. Seniors make up a lot of our population and the staff there are working hard. Over last year, they provided 7,204 rides, registration, and outreach of 2,282 citizens now enrolled with Senior Services, 1,841 nutritious hot meals were served, 171,710 meals delivered by Meals on Wheels, 41,729 grab and go meals, 10,000 volunteers for tutoring and mentoring, 20,000 hours of assistance and friendship provided. 30,000 hours provided by RTC volunteers. It is a very large operation and a beautiful team effort.

Councilor Lee Garcia announced events this weekend. One on Saturday, August 13 from 1-6 pm on Jaguar Drive and Paseo del Sol sponsored by Southwest Santa Fe Advocates, inviting the community to come out to talk about community things. He gave a shout out to the planning team and spoke in Spanish about the event.

He also invited everyone to the Southside Fair hosted by the Chamber of Commerce on August 18 at the Fraternal Order of Police from 4-7 p.m.

He also gave a shout out to the sponsor, State Farm, as well.

Councilor Cassutt also highlighted the August 18 event and mentioned its sponsors. There would also be helpful resources for small businesses offered there.

She highlighted the $900,000 of ARPA funds for job development for childcare providers. An accelerated degree program is offered at SFCC.

She wished Happy Birthdays to her son’s father on August 13 and her little son who is turning 4 on August 24.

Councilor Romero-Wirth said there were three vacancies on the Water Conservation Committee, and they will be accepting candidates to help with looking at water conservation projects. Christine Chavez is the department head. She urged residents to reach out to her or Ms. Chavez if interested.

She gave a shout out to her husband on our 32nd anniversary tomorrow.

Councilor Lindell said she was at Ft Marcy Park this past weekend to help with Zozobra things. She noticed the pickleball courts were mobbed. There was a food truck there. It was a tournament supporting Habitat for Humanity and raised $5,000. She was thinking about the pickleball club.

Councilor Villarreal gave a shout out to the library team and the 15th anniversary of the Southside Library celebration. She thanked Maria Tucker for her community-oriented vision as Library Director and the innovative team helping her. They had many creative ideas for programming at the Southside Library.

Councilor Michael Garcia recognized school will soon be back in session. His oldest daughter is a sophomore in high school and their year already started. He urged drivers to keep an eye out or little ones trying to get to school.

Councilor Rivera invited everyone to the Southside Library Saturday for Community Day. He wished all young people a great start to school on August 17.

To Ms. McSherry he mentioned that about contracts. There was confusion on Monday night about what staff can put into Prime Gov and whether that is open to the public.

To Manager Blair about the Lincoln entrance, he recalled a couple meetings before, a person walked through the entrance from outside of Chambers. That needs to be given attention for safety. He thanked Manager Blair for recognizing staff anniversaries. He mentioned the Employee Benefit Committee who once handled those recognitions at the Governing Body meetings. They might have some ideas on how to make it work.

Mayor Webber observed our City is full of activities and events going on.

He went today to a LEDA grant award to Parting Stone start up that is now three years old and will have 100 employees dealing with death and remains and using technology for commemorative stone for connecting. Their success is outstanding. So many startups are succeeding in our City.

He announced a group to develop health care in skilled workers and an award of $6.4 million award to them. There will be an event to celebrate it soon. This is

one among 32 national award winders out of 509 national applications in the nation.

Our Tourism Newsletter continues to demonstrate how Santa Fe stacks up in world economic growth.

Santa Fe was voted the third best city in the United States on World Best City lists. People want to come here because they are treated well, are safe, and have a lot to do. Tourism makes the experiences available. There is a shuttle to the Balloon Festival. Music Week is August 27 through September 3. That doesn't count all our city events.

He applauded the great work being done in hiring. HR did another rapid hire event at GCCC. Twenty offer letters went out to the Public Utilities Department to staff up people in all parts of that department.

He attended the swearing in of four new lateral hires last week and this week, seven more lateral hires were given offers to join SFPD. That is making significant strides with the offers going out and people accepting. We see people want to work at SFPD right now. He gave a shout out to Chief Joye and Director Ochoa.

Councilor Rivera also gave a shout out to Melissa McDonald for the concert at SWAN Park this past weekend that had great attendance. One critic of the ball in field talked with him and he called Director McDonald, and it was taken care of by that evening.

## 15. INTRODUCTION OF LEGISLATION

a. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt, Councilwoman Villarreal, Councilor M. Garcia, Councilor Chavez)
A Resolution Advancing Complete Streets as a Proven Countermeasure to Provide Safer and More Equitable Transportation Improvements in the Santa Fe Metropolitan Planning Area While Reducing the Impacts of Climate Change. (Erick Aune, Transportation Planner: ejaune@santafenm.gov, 505-955-6664)
**Committee Review:**
Introduced: 08/10/22
Quality of Life Committee: 08/17/22
Public Works and Utilities Committee: 08/29/22
Governing Body: 08/31/22

Ms. Bustos-Mihelcic read the caption.

Councilor Cassutt explained this resolution recommits the dedication of the City to Complete Streets - Multi-modal traffic plan, and Chapter 14 to incorporate Complete Streets into the legislation and how we would like transit options for cars, biking, and public transit. It would create a scenario for economic or environmental reasons to use alternate forms of transportation.

Councilor Villarreal added that it was passed at the MPO Policy Board. This concept has been around a long time to improve connectivity and mobile opportunity and planning for safety and wellbeing and equity and sustainability goals.

Councilor Michael Garcia echoed those comments. This got BTAC support, and he gave MPO Staff Erick Aune a shout out

Councilor Chavez said Complete Streets also helps with safety for seniors in our community.

## 16. PETITIONS FROM THE FLOOR

Ms. Bustos-Mihelcic opened the floor for petitions.

Stefanie Beninato gave her petition on the budget discussion. She said it is the same discussion going on for four years. No other City fails to meet the deadlines as much as Santa Fe does.

She wondered how the last CHART events played into their role in the contract. She applauded Ms. Tucker's efforts at Senior Services. She complained about Ft. Marcy pool limited hours. She texted Melissa McDonald about the absence of No Smoking signs on the Plaza.

She said since she was a Tour Guide, she gets a lot of complaints about vehicle noise downtown. Some drivers rev their engines to make more noise which is deafening.

Her last issue was about the City Historian who was retiring. The position needs a person with a degree in history and not someone just out of school and new to Santa Fe. She also complained about the HDRB procedures.

There were no other petitions.

## 17. PUBLIC COMMENT ON BILLS (FIRST PUBLIC COMMENT, NO ACTION)

There were no public comments on Bills.

## 18. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

There was no legislation for final action.

## 19. PUBLIC HEARINGS

a. ***POSTPONED TO THE SEPTEMBER 28, 2022 REGULAR GOVERNING BODY MEETING.***

**Case #2021-4377. Caja del Oro Subdivision General Plan Amendment.**

James Siebert, of James W. Siebert and Associates, Inc., Agent, for the Pulte Group of New Mexico, Applicant, Requests Approval of a General Plan Future Land Use Map Amendment to Change the Future Land Use Classification from Very Low Density Residential (1 to 3 Dwelling Units Per Acre) to Medium Density Residential (7 to12 Dwelling Units Per Acre) and Community Commercial to Medium Density Residential (7 to12 Dwelling Units Per Acre). The Property is Approximately 16.21 Acres of Land on Eight Individual Lots (to be Consolidated). The Properties are Located at 1905, 1950, 0, 0 and 1941 Caja del Oro Grant Road and 4, 5 & 7 Hernandez Road. (Heather Lamboy, Assistant Director, Land Use Department, hllamboy@santafenm.gov, 505-955-6598)

1. CONSIDERATION OF RESOLUTION NO. 2022-____.
   An Ordinance Amending the General Plan of the City of Santa Fe and Changing the Future Land Use Classification from Low Density Residential (1 to 3 Dwelling Units per Acre) to Medium Density Residential (7 to 12 Dwelling Units per Acre) with Respect to Approximately 16.21 Acres of Land Located at 1905, 1950, 0, 0, and 1941 Caja del Oro Grant Road and 4, 5, and 7 Hernandez Road. (Case No. 2021-4377, Caja del Oro Subdivision General Plan Amendment).

2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-4377 in the Matter of the Property Located at 1950, 0, 0, and 1941 Caja del Oro Grant Road and 4, 5, and 7 Hernandez Road; Caja del Oro Subdivision General Plan Amendment.

b. ***POSTPONED TO THE SEPTEMBER 28, 2022 REGULAR GOVERNING BODY MEETING.***

**Case #2021-4378. Caja del Oro Subdivision Rezoning.**

James Siebert, of James W. Siebert and Associates, Inc., Agent, for the Pulte Group of New Mexico, Applicant, Requests Rezoning Approval from R-1 (Residential- 1 Dwelling Unit Per Acre) to R-10 (Residential- 10 Dwelling Units Per Acre) and C-2 (General Commercial) to R-10 (Residential-10 Dwelling Units Per Acre). The Property is Approximately 16.21 Acres of Land on Eight Individual Lots (to be Consolidated). The Properties are Located at 1905, 1950, 0, 0 and 1941 Caja del Oro Grant Road and 4, 5 & 7 Hernandez Road. (Heather Lamboy, Assistant Director, Land Use Department, hllamboy@santafenm.gov, 505-955-6598)

1. CONSIDERATION OF BILL NO. 2022-__. ADOPTION OF ORDINANCE 2022-____.
   An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Zoning Classification from R-1 (Residential 1 Unit per Acre) to R-10 (Residential 10 Dwelling Units per Acre) with Respect to Approximately 16.21 Acres of Land Located at 1905, 1950, 0, 0, and 1941 Caja del Oro Grant Road and 4, 5, and 7 Hernandez Road. (Case No. 2021-4378, Caja del Oro Subdivision Rezoning)

2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-4378 in the Matter of the Property Located at 1950, 0, 0, and 1941 Caja del Oro Grant Road and 4, 5, and 7 Hernandez Road; Caja del Oro Subdivision Zoning Map Amendment.

c. ***POSTPONED TO THE SEPTEMBER 28, 2022 REGULAR GOVERNING BODY MEETING.***

**Case #2021-3814. Villas de Las Soleras Unit 3 General Plan Amendment.**

James W. Siebert and Associates, Inc., Agent, for Ross's Peak Holding, Ltd., Co., Owner, requests approval of a General Plan Amendment to amend the existing General Plan Future Land Use classification for approximately 6.8 acres from Low Density Residential (3 to 7 dwelling units per acre) to Medium Density Residential (7 to 12 dwelling units per acre) at 4601 Rail Runner Road. The property is zoned R-6 (Residential six dwelling unit per acre) and is within the Las Soleras Master Plan area. (Heather Lamboy, Assistant Director, Land Use Department, hllamboy@santafenm.gov, 505-955-6598)

1. CONSIDERATION OF RESOLUTION NO. 2022-____.
An Ordinance Amending the General Plan of the City of Santa Fe and Changing the Future Land Use Classification from Low Density Residential (1 to 3 Dwelling Units per Acre) to Medium Density Residential (7 to 12 Dwelling Units per Acre) with Respect to Approximately 6.8 Acres of Land Located at 4601 Rail Runner Road. (Case No. 2021-3814, Villas de Las Soleras Unit 3 General Plan Amendment).

2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-3814 in the Matter of the Property Located at 4601 Rail Runner Road General Plan Amendment.

d. ***POSTPONED TO THE SEPTEMBER 28, 2022 REGULAR GOVERNING BODY MEETING.***

**Case #2021-3815. Villas de Las Soleras Unit 3 Rezoning.**

James W. Siebert and Associates, Inc., Agent, for Ross's Peak Holding, Ltd., Co., Owner, Requests a Rezoning from R-6 (Residential- Six Dwelling Unit Per Acre) to R-10 (Residential 10 Dwelling Unit Per Acre) for a Property Located at 4601 Rail Runner Road. The 6.8-Acre Property is Zoned R-6 (Residential Six Dwelling Units Per Acre) and is within the Las Soleras Master Plan Area. (Heather Lamboy, Assistant Director, Land Use Department, hllamboy@santafenm.gov, 505-955-6598)

1. CONSIDERATION OF BILL NO. 2022-__. ADOPTION OF ORDINANCE 2022-____.
An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Zoning Classification from R-6 (Residential 6 Units per Acre) to R-10 (Residential 10 Dwelling Units per Acre) with Respect to Approximately 6.8 Acres of Land Located at 4601 Rail Runner Road. (Case No. 2021-3815, Villas de Las Soleras Unit 3 Rezoning)

2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-3815 in the Matter of the Property Located at 4601 Rail Runner Road: Villas de Las Soleras Unit 3 Amendment.

20. **APPOINTMENTS**

a. Historic Districts Review Board

- Madeleine Aguilar Medrano – Appointment – Term Ending 01/2023
- Jennifer Berkley – Appointment – Term Ending 01/2023

- John Bienvenu – Reappointment – Term Ending 01/2024
- Jennifer A. Biedscheid – Reappointment – Term Ending 01/2024
- Anthony Guida – Reappointment – Term Ending 01/2023
- Cecilia Rios – Reappointment – Term Ending 01/2023
- Flynn Larson – Reappointment – Term Ending 01/2024

Ms. Bustos-Mihelcic read the nominees for HDRB.

**MOTION:** **Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the nominees to the Historic Districts Review Board as presented.**

**VOTE:** **The motion was approved on a unanimous voice vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

b. Santa Fe River Commission

- Patrick Smyth – Appointment – Term Ending 02/2025
- Daniel Spivak – Appointment – Term Ending 02/2025
- Andrew Erdmann – Appointment – Term Ending 02/2025
- Michael L. Gonzales – Appointment – Term Ending 02/2025
- Jacob Lyon – Appointment – Term Ending 02/2025
- Heidi Klingel – Reappointment – Term Ending 02/2025
- Rachel Kullman – Reappointment – Term Ending 02/2025
- Santa Fe County Commissioner Anna Hansen – Reappointment – Term Ending 02/2025

Ms. Bustos-Mihelcic read the nominees for Santa Fe River Commission.

**MOTION:** **Councilor Lindell moved, seconded by Councilor Villarreal, to approve the nominees to the Santa Fe River Commission as presented.**

**VOTE:** **The motion was approved on a unanimous voice vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

21. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 7:25 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz, Council Stenographer

City of Santa Fe

# AGENDA

**SPECIAL MEETING OF**
**THE GOVERNING BODY**
**AUGUST 15, 2022**
**4:00 PM**
**COUNCIL CHAMBERS**
**CITY HALL**
**200 LINCOLN AVENUE**

## PROCEDURES FOR SPECIAL GOVERNING BODY MEETING

**Viewing:** Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe (https://www.youtube.com/user/cityofsantafe). The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe (https://www.youtube.com/user/cityofsantafe). Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

**Radio Broadcast:** The meeting can be heard on radio station KSFR 101.1.

**Written Public Comment:** Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at https://santafe.primegov.com/public/portal (https://santafe.primegov.com/public/portal) three hours prior to the start of the meeting.

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

City of Santa Fe

# AGENDA

**SPECIAL MEETING OF**
**THE GOVERNING BODY**
**AUGUST 15, 2022**
**4:00 PM**
**COUNCIL CHAMBERS**
**CITY HALL**
**200 LINCOLN AVENUE**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Romero-Wirth

3. **SALUTE TO THE NEW MEXICO FLAG**

Councilor Lindell

4. **INVOCATION**

Councilor M. Garcia

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **DISCUSSION/ACTION ITEMS**

a. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,996,000 for Use of FY22 (Prior Year) Gross Receipts Tax Revenue Earned Over and Above Budgeted Estimates to Fund the Remaining Amount of the $3,096,000 Professional Services Agreement Previously Approved Pursuant to RFP 22/47/P for Support for Audit Preparation and Support Services. (Ricky Bejarano, Accounting Officer:; rabejarano@santafenm.gov, 505-629-6988)

**Committee Review:**
Governing Body Special Meeting: 8/15/2022

b. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor M. Garcia, Councilor Rivera, Mayor Webber, Councilor Romero-Wirth, Councilor Chavez, Councilwoman Villarreal, Councilor Cassutt, Councilor L. Garcia and Councilor Lindell)
A Resolution Updating the Terms of Approval Included in Resolution Nos. 2020-24 and 2022-9 to Change the Permitted Location of Banners

Commemorating “Hometown Heroes” From the Cerrillos Road Corridor to the Railyard, Guadalupe Street, and the Greater Downtown Area. (John Blair, City Manager: jwblair@santafenm.gov)

1. Approval of an Amendment to the Resolution, to Expand the Installation of Banners Along All of Cerrillos Road and St. Francis Drive, in Addition to the Railyard, Guadalupe Street, and the Greater Downtown Area.

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Governing Body: 07/27/2022 (Postponed)
Governing Body: 08/10/2022(Postponed)
Special Governing Body: 08/15/2022

8. **ADJOURN**

**Governing Body**
**SUMMARY INDEX**
**August 15, 2022**


| ITEM | ACTION | PAGE |
|---|---|---|
| 1. Call to Order | Convened at 4:03 p.m. | 1 |
| 2. Pledge of Allegiance | Led by Councilor Romero-Wirth | 1 |
| 3. Salute to the State Flag | Led by Councilor Lindell | 1 |
| 4. Invocation | Led by Councilor M Garcia | 1 |
| 5. Roll Call | Quorum Present | 1-2 |
| 6. Approval of Agenda | Approved as presented | 2 |
| 7. Discussion/Action Items | | |
| a) BAR for Audit Support Services | Approved | 2-5 |
| b) Banners Resolution Amendment | Approved as amended | 5-7 |
| 8. Adjourn | Adjourned at 4:28 pm | 8 |

**Minutes of the**
**Special Meeting of the Governing Body**
**Monday, August 15, 2022**
**City Hall**
**Santa Fe, New Mexico**
**Hybrid Meeting**

## 1. CALL TO ORDER

A special meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, August 15, 2022, at approximately 4:04 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a hybrid meeting.

## 2. PLEDGE OF ALLEGIANCE

Councilor Romero-Wirth led the Pledge of Allegiance.

## 3. SALUTE TO THE NEW MEXICO FLAG

Councilor Lindell led the Salute to the New Mexico Flag.

## 4. INVOCATION

Councilor Michael Garcia gave the Invocation. He recited a prayer for all veterans.

The Governing Body observed a moment of silence for those families who have lost veterans from their family and help for those still struggling with the effects of the continued pandemic.

## 5. ROLL CALL

Roll call indicated the presence of a quorum remotely and in-person, as follows:

Members Present
Mayor Alan Webber
Councilor Jamie Cassutt
Councilor Amanda Chavez [remotely]
Councilor Lee Garcia
Councilor Michael Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera

Councilor Carol Romero-Wirth
Councilor Renee D. Villarreal

Members Excused
None

Other Participants Attending
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
John Blair, City Manager
Ricky Bejarano, Interim Assistant Finance Director
Andy Hopkins, Budget Officer
Kyra Ochoa, Community Health, and Safety Department Director
Alexis Lotero, Acting Finance Director
Carl Boaz, Council Stenographer

## 6. APPROVAL OF AGENDA

**MOTION:** **Councilor Romero Wirth moved, seconded by Councilor Cassutt, to approve the agenda as presented.**

**VOTE:** **The motion was approved on a unanimous voice vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

## 7. DISCUSSION/ACTION ITEMS

a. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,996,000 for Use of FY22 (Prior Year) Gross Receipts Tax Revenue Earned Over and Above Budgeted Estimates to Fund the Remaining Amount of the $3,096,000 Professional Services Agreement Previously Approved Pursuant to RFP 22/47/P for Support for Audit Preparation and Support Services. (Ricky Bejarano, Accounting Officer: rabejarano@santafenm.gov, 505-629-6988)

**Committee Review:**
Governing Body Special Meeting: 8/15/2022

Ms. Mihelcic read the caption for this agenda item. Officer Bejarano was present.

**MOTION: Councilor Michel Garcia moved, seconded by Councilor Villarreal, to approve the BAR for audit services as presented.**

**Discussion on the Motion:**

Officer Bejarano explained this is to cover what was not covered before. The contract was approved contingent upon getting this budget adjustment at $1.996 million. The original budget was $1.1 million so the request is for the Governing Body to approve the $1.996 million to bring it to the full amount of the contract of $3,096,000

Councilor Lee Garcia asked where the money was found for this BAR.

Officer Bejarano deferred to Budget Officer Andy Hopkins.

Officer Hopkins clarified that $1.1m was already in the General Fund and received the notice that the caveat from the approval of the contract was in there that the Governing Body needed to approve the remainder. That was why the extra funding was in this item.

As noted in Committee meetings and previous Council meeting, the City does not foresee spending that entire amount. That was a “not to exceed” amount. We anticipate spending significantly less, but how much is impossible to say. The contract says up to that amount so that is the amount that will be put in the budget.

Councilor Lee Garcia understood the Governing Body did not know that amount the last time it was discussed.

Officer Hopkins agreed. In the caveat at Governing Body approval, we decided to include that additional amount in the budgeted amount. That was requested to be taken from the overage of the GRT which was above the amount in the General Fund budget last year. It came in stronger through the last FY and the City had more money available for things like Police Department vehicles, Public Works vehicles and work on public streets.

Councilor Lee Garcia concluded that this will not take away from other projects.

Officer Hopkins agreed. It was unanticipated extra revenue above last year's budget.

Councilor Rivera wondered why, since we anticipated much less expense, we are not waiting until mid-year to have this BAR, when a better estimate of what it will cost would be known.

Officer Hopkins said that was what they originally planned, but because of the caveat put in the approval of the contract, as contingent upon having the entire budget amount in the contract, we had no chance to do that with the approval.

Councilor Rivera agreed with Councilor Lindell that putting in all of it would almost encourage spending the entire amount. He had hoped for a different way to do it.

Ms. McSherry explained that the entire amount was put in the contract, so the City is required to have that amount in the budget.

Councilor Lindell understood the entire amount was in the contract. She asked Ms. McSherry if the Governing Body couldn't have done it on a year-by-year basis.

Ms. McSherry said the approval was only for one year. The four-year estimate was $12 million.

Councilor Lindell said she was asking if we could have done it in a different way.

Ms. McSherry agreed.

There was no further discussion on the motion.

**VOTE:** **The motion was approved on the following majority roll call vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** Councilor Lindell and Councilor Rivera.

b. CONSIDERATION OF RESOLUTION NO. 2022-42. (Councilor M. Garcia, Councilor Rivera, Mayor Webber, Councilor Romero-Wirth, Councilor Chavez, Councilwoman Villarreal, Councilor Cassutt, Councilor L. Garcia, and Councilor Lindell)
A Resolution Updating the Terms of Approval Included in Resolution Nos. 2020-24 and 2022-9 to Change the Permitted Location of Banners Commemorating "Hometown Heroes" From the Cerrillos Road Corridor to the Railyard, Guadalupe Street, and the Greater Downtown Area.
(John Blair, City Manager: jwblair@santafenm.gov)

1. Approval of an Amendment to the Resolution, to Expand the Installation of Banners Along All of Cerrillos Road and St. Francis Drive, in Addition to the Railyard, Guadalupe Street, and the Greater Downtown Area.

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Governing Body: 07/27/2022 (Postponed)
Governing Body: 08/10/2022(Postponed)
Special Governing Body: 08/15/2022

Ms. Mihelcic read the caption for this item.

Ms. McSherry pointed out the main motion was already on the table.

**Motion to amend the Resolution**:

**MOTION: Councilor Michael Garcia moved, seconded by Councilor Rivera, to amend the Resolution as it was included in the packet.**

**Discussion on the Motion to Amend:**

Councilor Michael Garcia understood the amendment has many pieces. It was to have leeway to hang them anywhere in the City. Governor Lujan Grisham allowed for the banners to be hung on St. Francis from I-25 to the front of the National Cemetery. The amendment allows for the adoption of

prior approved location from Cerrillos Road to St. Michael's Drive and also extended it to the state roadways to St. Francis and also includes the Railyard District, the Guadalupe area and the greater downtown area.

He said the hope was to be able to hang veterans' banners throughout the entirety of this great City. He thought they could accommodate 340+ banners through the tireless efforts of Mayor Webber, Councilor Rivera, City Manager Blair, City Attorney McSherry, various City Staff who are trying to figure out how to do it. It took more time than anticipated but we hope with this final results, the veterans' families will be pleased with the expanded locations.

Councilor Michael Garcia said several folks have stated these banners represented the people who willingly went to serve our country which is absolutely not true. Many veterans whose banners will be hung, served in World War II, many served in the Viet Name War, And 66% of those who served in WWII were drafted. They served our country unwillingly. Roughly 30% of the Viet Nam veterans were drafted and served unwillingly. That accounts for Viet Nam alone nearly 17,000 deaths in the Viet Nam War.

He clarified that these banners were not just for those who went willingly to serve our country. Many were given their orders to go serve.

Mayor Webber said he left off one person – he forgot to mention himself for his service. He has been very instrumental in his outreach and support for ways to get this done. It was a teamwork requiring a lot of patience and setbacks happened along the way and disappointments. But there were unflagging efforts to get it done. Kudos to him. He deserves thanks.

Councilor Michael Garcia recognized some of the local people on the Committee who worked on this. Hometown Heroes organizer, Don Christie, American Legion Commander, Major Carmela Quintana, and the rest of the American Legion who helped. And most importantly, the veterans' families. They have been a tremendous support for this. He wanted to make sure they were duly recognized.

Manager Blair gave some logistics on this. Driving down Cerrillos Road now, you can see what the Governor hung already. Probably by the end of this week, 147 brackets should arrive for the remainder of the banners to be hung.

Manager Blair clarified that this resolution is specific to this year. When he decided the banners needed to come down, he met with the veterans' organizations to figure out how fast we could get them hung them and afterward, decide on a longer season next year.

Councilor Villarreal thanked Councilor Michael Garcia, Councilor Rivera, and Manager Blair for their support for this. She appreciated that the Governing Body took time to work with community members to get this done well. She also thanked the Governor for being part of the solution.

There was no further discussion on the motion.

**VOTE:** **The amendment was approved on the following roll call vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

**Main Motion as Amended**.

**Discussion on the Motion:**

Councilor Rivera thanked Manager Blair and Mayor Webber, and the veterans' organizations and the veterans for their service to the country and their work locally with Mr. Christie, former Councilor Vigil Coppler who started this initiative, and Councilor Michael Garcia who has so much respect for the veterans in our community.

He said Councilor Michael Garcia got into it before the rest of us got involved. He pledged to continue to work with Councilor Michael Garcia for the long-term solution. This is moving forward.

**VOTE:** **The motion as amended was approved on the following roll call vote:**

**For:** Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Villarreal.

**Against:** None.

8. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the special meeting was adjourned at 4:28 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

_____
Carl G. Boaz, Council Stenographer

**CITY OF SANTA FE**
**LIQUOR LICENSE HEARING OFFICER**

**Revised**
**Recommended**
**Findings of Fact and Conclusions of Law**

**Application No.: 1227332 (NMRLD/AGD)**
**Name of Applicant: VC Rose Street Partners LLC**
**Doing Business As: New York on Catron**
**Proposed Location: 420 Catron Street Santa Fe, NM 87501**

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **August 22, 2022** at 4:30 PM, on the application of **VC Rose Street Partners LLC.** (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following, located at **420 Catron Street Santa Fe, NM 87501**:

**Waiver of 300 foot location restriction from Carlos Gilbert Elementary School Restaurant A (Beer and Wine) liquor license with patio service**

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby proposes that the Governing Body find as follows:

FINDINGS OF FACT

1. Staff submitted a packet containing the following, which was reviewed by the Hearing Officer and relied on in making these findings:
    a. August 19, 2022 memo from City Clerk Kristine M. Mihelcic stating that staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of the request.
    b. July 1, 2022 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Desirae Griego to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. NMRLD/AGD Restaurant Liquor License Application No. 1227332
    d. February 2, 2022 zoning verification from Land Use Planner Lani McCulley confirming that restaurant liquor license is a permitted use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)

g. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
h. Vicinity map
i. City of Santa Fe Liquor License Request Supplemental Information
j. Letter from Hilario "Larry" Chavez, SFPS Superintendent, taking no position on the application.

2. City Clerk staff member Alexandria Mares presented the application.
3. Applicant was represented by Suzanne Odom and Ricardo Gonzales.
4. Applicant was offered the opportunity to present testimony or evidence.
5. No members of the public appeared to testify.
6. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on July 22, 2022 and July 29, 2022, and on the City's website.
7. The Application is for a new license in a location that does not currently sell alcohol.
8. The business has a City of Santa Fe business license.
9. There is no record of violations.
10. The business is expected to be open from 7AM to 2PM Tuesday through Friday and 7AM to 3PM Saturday and Sunday; peak days and times are expected to be Saturday and Sunday from 10AM to 1:30PM.
11. There is a fully enclosed outdoor seating area.
12. The business is expected to increase by 25 customers per day.
13. Applicant expects traffic on adjacent streets to increase a modest level , and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
14. The Premises have been inspected, and a certificate of compliance has been issued.
15. The proposed location is not expected to cause a substantial change in litter or noise.
16. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
17. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
18. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
19. The hearing was recorded and a copy of the recording is made a part of the record.

## CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all applicable City of Santa Fe ordinances.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.



08/25/2022

_____ Date: _____

Christopher L. Graeser

# City of Santa Fe, New Mexico

# memo

DATE: August 19, 2022

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine M. Mihelcic, City Clerk

**ITEM & ISSUE**

Request from VC Rose Street Partners, LLC for a Waiver of the 300 Foot Location Restriction and a Request for a Restaurant A (Beer & Wine) Liquor License with Patio Service.

**BACKGROUND AND SUMMARY**

The applicant has requested the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at New York on Catron, 420 Catron Street, Santa Fe, which is within 300 feet of Carlos Gilbert Elementary School, located at 300 Griffin Street, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License, with patio service, to be located at New York on Catron, 420 Catron Street, Santa Fe.

Attached are staff reports regarding litter, noise and traffic. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

Additionally, as a condition of doing business in the city, staff is recommending that it be noted that the applicant is required to comply with all of the city's ordinances.

**ACTION REQUESTED**

Consideration of the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Letter to Applicant
- Letter from Sante Fe Public Schools
- Certified Letter to School
- Staff Reports

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

July 1, 2022

Certified Mail No.: 9171 9690 0935 0155 7575 04
Copy via email: armares@santafenm.gov

**City of Santa Fe**
% Alexandria (Alex) Mares, Marketing & Special Events Coordinator
PO Box 909
Santa Fe, NM 87504-0909

| | |
|---|---|
| **Lic. No. /Appl. No.:** | **Application No. 1227332** |
| Name of Applicant: | VC Rose Street Partners, LLC |
| Doing Business As: | New York on Catron |
| Proposed Location: | 420 Catron Street, Santa Fe, NM 87501 |

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Conditional Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

**Notice of the Public Hearing** required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

**The Applicant is seeking a Restaurant A Liquor License. APPLICANT IS REQUESTING A WAIVER AS THE PREMISES IS LOCATED WITHIN 300 FT OF THE NEAREST CHURCH OR SCHOOL.**

**Within thirty (30)** days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

**Desirae D. Griego**
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4552 Fax: (505) 476-4595
Email: Desirae.Griego@state.nm.us

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of proposed floor plan

9171 9690 0935 0155 7575 04

Received
4-13-2022
Alcoholic Beverage Control

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

# Restaurant Liquor License Application | $200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee $200.00 Received on: 3-22-2022 Receipt No. 2452954
License Fee $ _____ Received on: _____ Receipt No. _____

Application Number: 1227332 Local Option District: City of Santa Fe

**TYPE of APPLICATION:** *Check appropriate box*

☑ Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: $1,050.00
☐ Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: $10,000.00

**Applicant is:** ☐ Individual ☑ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

Applicant /Company Name: **VC Rose Street Partners, LLC**

D/B/A Name: **New York on Catron**

Email: (required) **deli@newyorkoncatron.com** Business Phone No: **505-982-8900**

Mailing Address: **420 Catron Street, Santa Fe, NM 87501**

Physical location, if different: _____
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: **Santa Fe**

Are alcoholic beverages currently being dispensed at the proposed location? ☐ Yes ☑ No If Yes, License # / Type: _____

As defined in §60-3A-3. V. "Restaurant", *means an establishment having a New Mexico resident as a proprietor or manager ... as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; ... does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods;*
I qualify as a "Restaurant"? ☑ Yes ☐ No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? ☑ Yes ☐ No

Is Food Service Permit current? ☑ Yes, attached ☐ No

I have attached **photos of the Dining Room and Kitchen** and included a **copy of the Menu.** ☑ Yes ☐ No

Days and Hours of Operation? **Tuesday - Sunday 8 AM - 2 PM**

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? ☑ Yes ☐ No

Contact Person: **James Vanderhider** Phone #: **713-320-0975** Email: **jvanderhider@aspenviewcos.com**

Received
4-13-2022
Alcoholic Beverage Control



Application No. 1227332

You must sign before a Notary Public.

I, (print name) James Vanderhider, as (Title) Managing Member being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant: _____ Date: 4-13-22

**Notary Public Use Only:** (State of New Mexico, County of Santa Fe)

SUBSCRIBED AND SWORN TO before me this 13th day of April, 2022

By Affiant: James Vanderhider

Notary Public: Michelle H. Moore

My Commission Expires on: 11-18-2025

OFFICIAL SEAL
Michelle H. Moore
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 11-18-2025

**Local Option District Use Only:**

Local Governing Body of _____ City, County, Town, Village

Public Hearing held on _____ 20____ Decision: ☐Approved ☐Disapproved

Signature of Official: _____ Title: _____

**ABC USE ONLY:**

☐APPROVED ☐DISAPPROVED, _____

Done this _____ Day of _____, 20____.

SIGNED BY DIRECTOR: _____

**ASSIGNED LICENSE NO.** _____ **EXPIRES ON:** _____

Reviewed, with copy sent to Licensee via ☐Email, ☐Fax, ☐1st class mail

By: _____ Date: _____

# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4



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MAR 18 2022
ALCOHOLIC BEVERAGE CONTROL


February 2, 2022

Andrew Vallejos
Director, ABCD
2550 Cerrillos Road
Santa Fe, NM 87505

**RE: Zoning Verification for New York on Catron located on the property at 420 Catron Street, Santa Fe, NM**

Dear Mr. Vallejos,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned BCD Business-Capitol District and is within the Rosario Boulevard and Northwest Paseo de Peralta Sub-district and lies within the Downtown and Eastside Historic District Overlay District.

**14-4.3 (E) BCD Business-Capitol District**

(1) Purpose

In recognition of the fact that the economic health of the city depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic wellbeing while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the city.

(3) Townscape Subdistricts

(a) The existing townscape subdistricts include: Alameda Street, Barrio de Analco, Cerrillos Road, Don Gaspar, East Marcy/East Palace, Loretto, Marcy, McKenzie Street, Old Santa Fe Trail, Plaza/San Francisco, Rosario Boulevard/NW Paseo de Peralta, Sandoval/Montezuma, State Capitol and Westside.

(b) The townscape subdistricts are intended to:

(i) preserve the overall aesthetic quality of the BCD;

(ii) maintain diversity among the various subdistricts; and

(iii) protect the unique features, recognizable historic character and other common identifying characteristics of each subdistrict.

(c) Property is eligible for rezoning to a townscape subdistrict if the land is located within or adjacent to the BCD and meets all other requirements of Chapter 14.

**14-7.4 - BUSINESS-CAPITOL DISTRICT**

(3) Design Objectives for Individual Townscape Subdistricts

The best existing qualities of the individual townscape subdistricts should be preserved, while encouraging diversity of design in the individual townscape subdistricts. New development should be harmonious with the specific physical characteristics and development and design objectives listed below:

(k) Rosario Boulevard/NW Paseo de Peralta Subdistrict:

# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

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Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4



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MAR 18 2022
ALCOHOLIC BEVERAGE CONTROL


(i) recognize the area as one in the process of change;
(ii) facilitate the redevelopment of large parcels within single ownership;
(iii) provide flexible standards that encourage redevelopment and diversity of design;
(iv) emphasize the strategic position of this area as a gateway into downtown Santa Fe; and
(v) provide standards that minimize the impact or height and bulk of structures on the entryways to the downtown.

**Development standards for the Townscape Subdistricts may be found within Santa Fe City Code, Chapter 14, Table 14-7.4(A)-1, and development standards for the Historic Districts may be found within Santa Fe City Code, Chapter 14-5.2.**

Full-service restaurants which may or may not have patio services, with incidental alcohol service for on-site consumption are permitted uses in the Business Capitol District.

**For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc.**

***Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.***

**If you have any further questions, please contact me at ljmcculley@santafenm.gov.**

**Lani McCulley**
**Land Use Planner**
**City of Santa Fe, New Mexico**

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MAR 18 2022
ALCOHOLIC BEVERAGE CONTROL

# Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: **(check one)**

☐ Owned by Applicant, copy of deed/document attached ☑ Leased by Applicant, copy of lease/document attached

☐Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Aspen View II, LP

B. Date and Term of Lease: September 10, 2012; Term 5 years with 2 5 year option extensions

3. Premises location is Zoned (example C-1, see Zoning Statement): _____

**Zoning Statement attached Yes ☐ No ☐** Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. **Distance* from nearest Church**: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: First Presbyterian Church, Santa Fe, New Mexico Miles/feet: 821 ft.

Address/location of Church: 208 Grant Avenue, Santa Fe, NM 87501

5. **Distance* from nearest School**: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Carlos Gilbert Elementary School Miles/feet: ~60 ft.

Address/location of School: 300 Griffin Street Santa Fe, NM 87501

6. Distance from military installation *(Property line of military installation to closest point of licensed premises-shortest distance.)

**Name of Military Installation,**

☑Kirtland Air Force Base (Albuquerque), ☐White Sands Missile Range (Las Cruces),

☐Holloman Air Force Base (Alamogordo), ☐Cannon Air Force Base (Clovis)

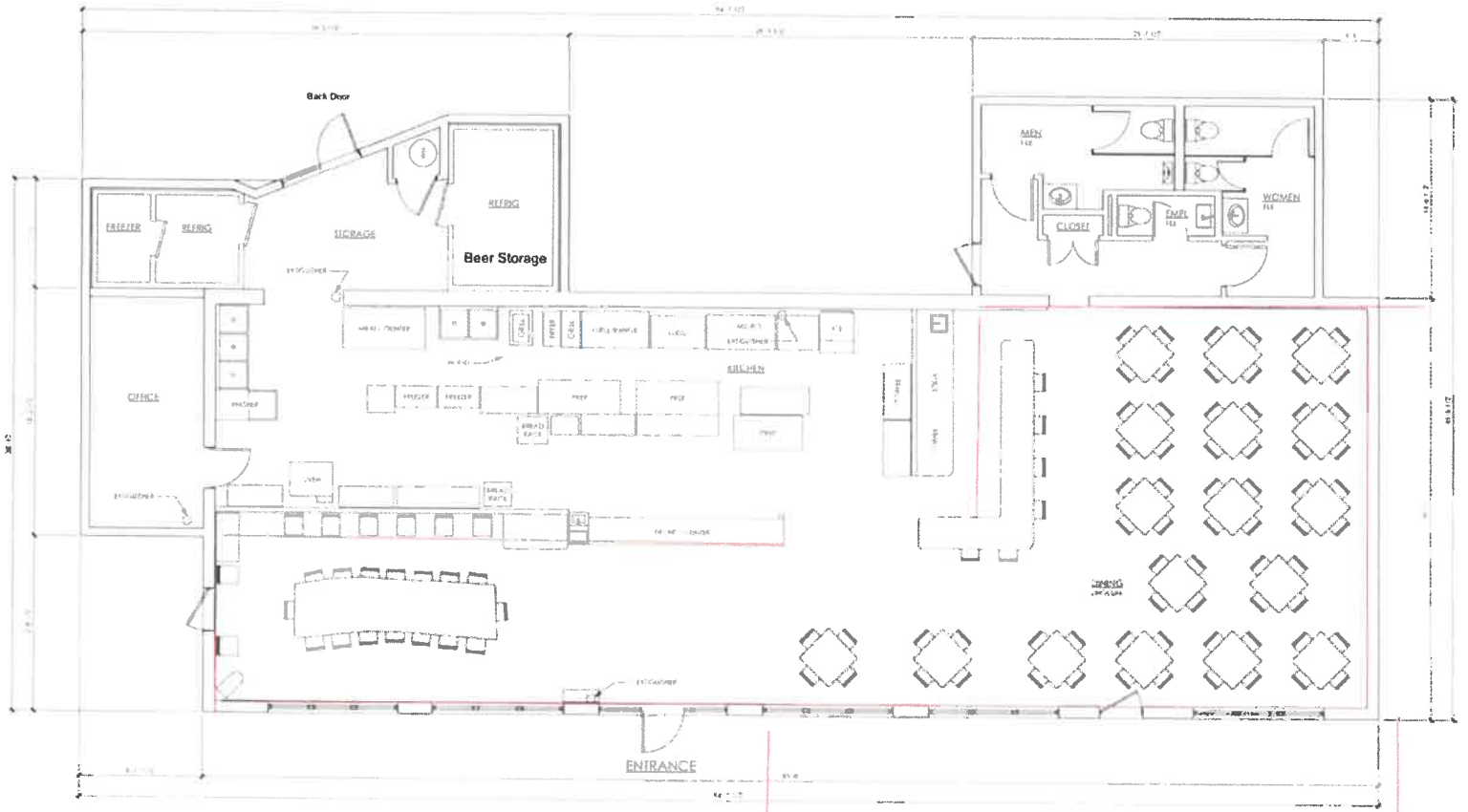
7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐Lounge ☐ Package Grocery ☑ Restaurant ☐ Racetrack
☐ Small Brewer ☐Craft Distiller ☐Winery ☐Wholesaler
☐ Other (specify): _____

**NOTE**: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

RECEIVED
APR 20 2022
ALCOHOLIC BEVERAGE CONTROL

Jefferson Street




Total Area inc. Patio ~ 4,780 Sq. Ft.
Area in RED where alcohol is to be served is ~ 2,340 Sq. Ft.

North

Enclosed Patio w/ - new 8" x 30" CMU and Stucco Wall

Patio is 780 Sq. Ft.

22.5ft.

35ft.

Cairon Street

NEW YORK DELI
420 CAIRON ST SANTA FE, NM

EXISTING FLOOR PLAN

A-3

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:30 p.m. on Monday, August 22, 2022, in the Councilors' Conference Room, City Hall, 200 Lincoln Avenue, Santa Fe.

The purpose of this public hearing is to discuss a request from VC Rose Street Partners, LLC for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at New York on Catron, 420 Catron Street, Santa Fe, which is within 300 feet of Carlos Gilbert Elementary School, located at 300 Griffin Street, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License, with patio service, to be located at New York on Catron, 420 Catron Street, Santa Fe.

All interested citizens are invited to attend this public hearing.

Kristine M. Mihelcic
City Clerk and Community Engagement Director

Received by The Santa Fe New Mexican
Date: July 19, 2022
**To Be Published:** July 22, 2022 &
July 29, 2022.

By _____
The Santa Fe New Mexican (Signature)

## Legal Notice

Published in Santa Fe New Mexican on July 29, 2022

**Location**

Santa Fe County, New Mexico

**Notice Text**

LEGAL #89963
CITY OF SANTA FE
NOTICE OF PUBLIC HEARING
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All interested citizens are invited to attend this public hearing.
Kristine M. Mihelcic
City Clerk and Community Engagement Director
Pub: July 22, 29, 2022

**City of Santa Fe**

# NOTICE OF LIQUOR LICENSE HEARING
## Monday, August 22, 2022 at 4:30 PM

NOTICE IS HEREBY GIVEN that a Liquor License Hearing is scheduled for Monday, August 22, 2022 at 4:30 PM.

**Please visit https://santafe.primegov.com/public/portal to view agendas, participation information and corresponding materials.**
**For additional information, contact the City Clerk's Office at 505-955-6521.**

SANTA FE NEW MEXICAN

202 E. Marcy
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

# Ad Proof/ Order Confirmation/ Invoice

**NEW YORK ON CATRON**
**420 Catron St**
**Santa Fe NM, 875011862**

**505-982-8900**

**Account Number:** S33584

**Ad ID:** 36263

**Ordered By:** Lynne Vanderhider

**Ad Cost:** $119.20

**Tax Amount:** $10.05

**Total Amount:** $129.25

**Amount Due:** $129.25

**PO Number:**

**Major Class:** LEGAL NOTICES

**Classification:** Legals

**Ad Type:** Legal (wrapper)

**# of Words** 182

**Sales Rep:** Trina Thomas

**Order Taken by:** Trina Thomas

**Payment** $0.00

**Tagline:** LEGAL #89963

**Product:**

**Placement:**

**Ad Size:** 1.22" x 6.04"

**Modular Size:**

**Color:**

**Run Dates:**

07/22/22, 07/29/22

LEGAL #89963

CITY OF SANTA FE
NOTICE OF PUBLIC HEARING
Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold
a public hearing at 4:30 p.m. on, Monday, August 22, 2022, in the Councilors'
Conference Room, City Hall, 200 Lincoln Avenue, Santa Fe.
The purpose of this public hearing is to discuss a request from VC Rose Street
Partners, LLC for the following:
a) Pursuant to §60-68-10 NMSA 1978, consideration of a waiver of the 300
foot location restriction to allow the sale of alcohol at New York on Catron,
420 Catron Street, Santa Fe, which is within 300 feet of Carlos Gilbert
Elementary School, located at 300 Griffin Street, Santa Fe.
b) If the waiver of the 300 foot location restriction is granted, consideration of a
request for a Restaurant A (Beer & Wine) Liquor License, with patio service,
to be located at New York on Catron, 420 Catron Street, Santa Fe.
All interested citizens are invited to attend this public hearing.
Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub: July 22, 29, 2022

# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4


**VIA EMAIL – deli@newyorkoncatron.com**
**jvanderhider@aspenviewcos.com**

August 12, 2022

James Vanderhider
New York on Catron
420 Catron Street
Santa Fe, New Mexico 87501

RE: Request from VC Rose Street Partners, LLC, for a waiver of the 300 foot location restriction to allow the sale of alcohol at New York on Catron, 420 Catron Street, Santa Fe, which is within 300 feet of Carlos Gilbert Elementary School, located at 300 Griffin Street, and consideration of a request for a Restaurant A (Beer & Wine) Liquor License, with patio service, to be located at New York on Catron, 420 Catron Street, Santa Fe.

Dear Mr. Vanderhider:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, August 22, 2022, at 4:30 p.m., in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe. This letter serves as a reminder of that hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their August 31st, 2022 meeting.

Attached is a copy of the notice for the public hearing.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6520.

Sincerely,

Kristine M. Mihelcic
City Clerk and Community Engagement Director

/arm

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:30 p.m. on Monday, August 22, 2022, in the Councilors' Conference Room, City Hall, 200 Lincoln Avenue, Santa Fe.

The purpose of this public hearing is to discuss a request from VC Rose Street Partners, LLC for the following:

a) Pursuant to §60-6B-10 NMSA 1978, consideration of a waiver of the 300 foot location restriction to allow the sale of alcohol at New York on Catron, 420 Catron Street, Santa Fe, which is within 300 feet of Carlos Gilbert Elementary School, located at 300 Griffin Street, Santa Fe.

b) If the waiver of the 300 foot location restriction is granted, consideration of a request for a Restaurant A (Beer & Wine) Liquor License, with patio service, to be located at New York on Catron, 420 Catron Street, Santa Fe.

All interested citizens are invited to attend this public hearing.

Kristine M. Mihelcic
City Clerk and Community Engagement Director

Received by The Santa Fe New Mexican
Date: July 19, 2022
**To Be Published:** July 22, 2022 &
July 29, 2022.

By _____
The Santa Fe New Mexican (Signature)

**Sent via email**

Ricardo Gonzales and Suzanne Odom
Counsel for VC Rose Street Partners, LLC
d/b/a NY on Catron
Montgomery & Andrews, P.A.
P.O. Box 23077
Santa Fe, NM 87501

August 10, 2022

***Re: NY on Catron liquor license application***

Dear Mr. Gonzales and Ms. Odom:

I have received your communication dated July 12, 2022, regarding your request for a waiver from Santa Fe Public Schools related to your client's application for a Restaurant Liquor License for the VC Rose Street Partners, LLC d/b/a NY on Catron.

I am writing to confirm that the Santa Fe Public Schools will neither oppose nor support VC Rose Street Partners, LLC d/b/a NY on Catron application for a Restaurant Liquor License and will defer to the decision of the City.

Sincerely,

Hilario "Larry" Chavez
Superintendent
Santa Fe Public Schools

cc: Santa Fe School Board of Education

# City of Santa Fe, New Mexico

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

*Alan Webber, Mayor*

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4


**Certified Mail No. : 7013 0600 0000 5936 0312**

August 10, 2022

Carlos Gilbert Elementary School
300 Griffin Street
Santa Fe, New Mexico 87501

To Whom It May Concern,

The City Clerk's Office provides notification as a courtesy to schools and places of worship when a Liquor License request is received that is located within 300 feet of one of these entities. This letter is to notify Carlos Gilbert Elementary School that there is a Liquor License being requested by New York on Catron, to be located at 420 Catron Street, Santa Fe. The proposed liquor license location is located within 300 feet from your building that will serve and sell alcohol, pending Governing Body approval. The requesting applicant is required to obtain a waiver, due to the 300 foot location restriction.

If you have any additional questions, comments, or concerns, you can participate at the scheduled Liquor License Hearing. Please note participation is not required. Information for the scheduled Liquor License Hearing is below:

Date: August 22, 2022
Time: 4:30 PM
Location: Councilors' Conference Room, City Hall, 200 Lincoln Avenue.
Website Link: https://santafe.primegov.com/portal/search - any packet material can be found here.

Should you have any questions, or require additional information, please do not hesitate to call me at 955-6520. Thank you!

Sincerely,

Kristine M. Mihelcic
City Clerk and Community Engagement Director

/arm

## Applicant Supplemental Information Form

1. **Name of Applicant:** VC Rose Street Partners

   **D/B/A Name to be used:** New York on Catron

   **Proposed License Location:** 420 Catron Santa Fe, NM 87501

   **Telephone number:** (505) 982-8900

   **Email:** deli@newyorkoncatron.com

2. **Type of liquor license request:**

   [X] New License (indicate type: Restaurant A (Beer and Wine))

   [ ] Transfer of location (indicate type: _____)

   [ ] Transfer of ownership (indicate type: _____)

   [ ] Transfer of ownership and location (indicate type: _____)

3. **Are alcoholic beverages currently being dispensed at the proposed location?**

   [ ] Yes (If yes, License # and Type: _____)

   [X] No

4. **Were alcoholic beverages previously dispensed by the requesting business?**

   [ ] Yes (If yes, License # and address where alcohol was being dispensed: _____)

   [X] No

5. **Does this business have any record of violation?**

   [ ] Yes (If yes, please explain: _____)

   [X] No

6. **What are the current/previous and proposed hours of operation of this business?**

   Current/Previous Hours of Operation: (Tues-Sun) 7:00am - 2:00pm - previous 8:00am - 2:00pm

   Proposed Hours of Operation: ~~7:00am - 3:00pm - Sat and Sunday only.~~ 7:00am - 2:00pm - Thes - Friday

7. **Is an outdoor seating/patio area included in the licenses premise?**

   [X] Yes (If yes, is the area fully enclosed? [X] Yes [ ] No )

   [ ] No

8. **What, if any, are the anticipated peak days and times at the proposed business location?**

What days? Saturday and Sunday.

What times? 10:00 - 1:30.

9. **Do you have a business license with the City of Santa Fe?**

[X] Yes (If yes, what is your License #? 150716)

[ ] No (*Please contact the Business Licensing Department at 505-955-6551 to obtain a business license.*)

10. **Do you have a posted occupant load issued by the City of Santa Fe Fire Department?**

[ ] Yes (If yes, what is your occupant load issued for your business? _____)

[X] No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)
Contacted 7/12 - waiting for them to schedule inspection

11. **Have you been issued a Certificate of Compliance from the City of Santa Fe Fire Department?**

[ ] Yes (If yes, what is the date the Certificate was issued? _____)

[X] No (*Please contact the City of Santa Fe Fire Department - 505-955-3310 to schedule your inspection*)
Contacted 7/12 - waiting for them to schedule inspection

12. **Please indicate the anticipated daily occupant load due to the sale of alcohol at this location:**

_____.

13. **Please indicate the anticipated change in business volume due to the sale of alcohol and explain:**

[X] Business is expected to increase (additional number of customers per day: 25).

[ ] Business is expected to decrease (loss of customers per day: _____).

[ ] Business is expected to remain the same.

* Please explain your answer: _____

_____.

14. **Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved and explain:**

[X] Traffic can be expected to increase on adjacent streets.

[ ] Traffic will not increase on adjacent streets.

* Please explain your answer: A modest level of traffic increase is expected, commensurate with increase in customers.

Name of person completing this form: Lynne Vanderhider

Telephone number: w) 505-982-8900 c) 281-217-9054

Date: 7/14/22

**Applicant**: VC Rose Street Partners, LLC (DBA New York on Catron)

## (FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

**Geographic Information System Mapping (GIS) Department**

☒ Yes, this business is located within three hundred (300) feet of a church and/or school. *A waiver of the 300 foot location restriction will be requested.*

☐ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

**Business Licensing Department**

☒ Yes, the requesting business has a business license issued by the City of Santa Fe. License # **150716**.

☐ No, the requesting business does not have a business license issued by the City of Santa Fe. (*Applicant was referred to the business licensing department to obtain a City of Santa Fe business license.*)

**Code Enforcement Department**

☑ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s). (Code # & Note: N/A N/A .)

*(Please also provide a Code Enforcement Report related to Litter and Noise of the requesting business location.)

Verification Completed By: Jason Sena (Aug 2, 2022 08:30 MDT)

Title: Zoning Supervisor

Date: Aug 2, 2022

**Traffic Engineering Department**

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts. (Note: NA .)

☑ No, it does not appear that this request will create any unacceptable traffic impacts.

Verification Completed By: Regina Wheeler (Jul 29, 2022 15:01 MDT)

Title: Public Works Director

Date: Jul 29, 2022

**City of Santa Fe Fire Department**

☑ Yes, the applicant is in compliance with all Fire Codes.

☐ No, the applicant is not in compliance with Fire Code(s). (Note: .)

Verification Completed By: Geronimo Griego (Aug 19, 2022 11:35 MDT)

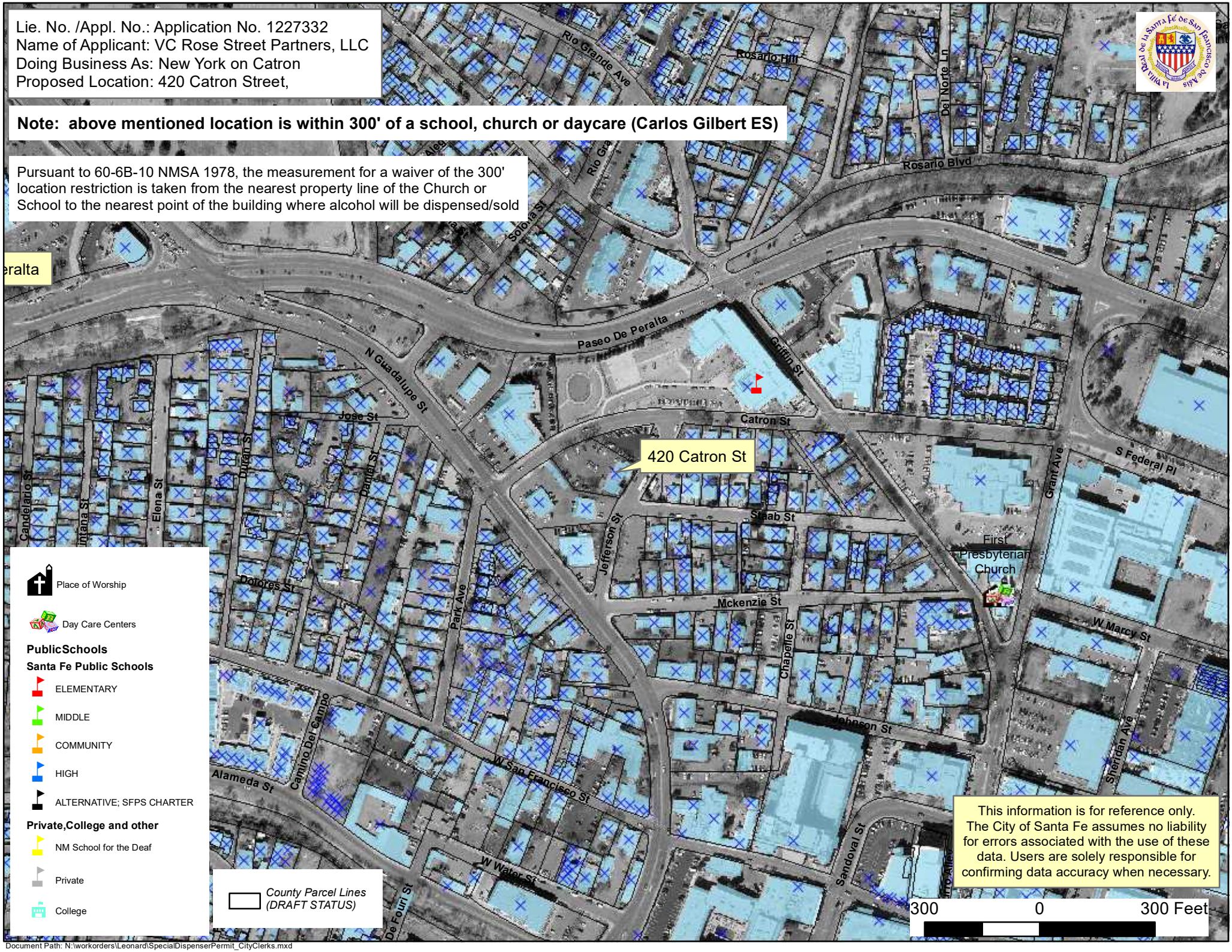
Title: Fire Marshal

Date: Aug 19, 2022

Lie. No. /Appl. No.: Application No. 1227332
Name of Applicant: VC Rose Street Partners, LLC
Doing Business As: New York on Catron
Proposed Location: 420 Catron Street,

**Note: above mentioned location is within 300' of a school, church or daycare (Carlos Gilbert ES)**

Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold




Document Path: N:\workorders\Leonard\SpecialDispenserPermit_CityClerks.mxd

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 08/08/2022

Meeting Committee - Public Works and Utilities Committee

Item Title -

Request for Approval of a Sole Source General Services Contract with Parkson Corporation to Purchase and Install the Aqua Guard Screen filter and Aqua Wash Press for the Headworks Facility for the Wastewater Treatment Plant Facility in The Total Amount of $274,699.00.excluding NMGRT. (P. Fred Heerbrandt, P.E. Engineer Supervisor, pfheerbrandt@santafenm.gov )

1. Request for Approval of a Budget Adjustment Resolution (BAR) from the WWMD Cash Balance in the amount of $274,699.00

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body: 08/31/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15485

Motion Type - Approve as Amended

Motion Mover - Michael Garcia

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

**VOTE SUMMARY**




Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Xavier Martinez

User Email - xbmartinez@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of a Sole Source General Services Contract with Parkson Corporation to Purchase and Install the Aqua Guard Screen Filter and Aqua Wash Press for the Headworks Facility for the Wastewater Treatment Plant Facility in The Total Amount of $274,699.00.excluding NMGRT. (P. Fred Heerbrandt, P.E. Engineer Supervisor, pfheerbrandt@santafenm.gov )

1. Request for Approval of a Budget Adjustment Resolution (BAR) from the WWMD Cash Balance in the amount of $274,699.00

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body: 08/31/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15485

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

**VOTE SUMMARY**

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 08/08/2022

Meeting Committee - Public Works and Utilities Committee

Item Title -

Request for Approval of a Sole Source General Services Contract with Parkson Corporation to Purchase the Aqua Guard Screen Filter and Aqua Wash Press for the Headworks Facility for the Wastewater Treatment Plant Facility in The Total Amount of $274,699.00.excluding NMGRT. (P. Fred Heerbrandt, P.E. Engineer Supervisor, pfheerbrandt@santafenm.gov )

1. Request for Approval of a Budget Adjustment Resolution (BAR) from the WWMD Cash Balance in the amount of $274,699.00

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body: 08/31/2022

Item Type - contract

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15485

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

**VOTE SUMMARY**




Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

THE CITY OF
SANTA FE

# MEMORANDUM

**DATE:** July 11, 2021

**TO:** Governing Body
Finance Committee
Public Works/Public Utilities Committee

**VIA:** Alexis Lotero, Interim Finance Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ
Michael Dozier, WWM Division Director MD

**FROM:** Ben Sandoval, WWD Maintenance Superintendent BS

## ITEM
Request approval of a General Services Contract with Parkson Corporation to purchase and install the Aqua Guard Screen filter and Aqua Wash Press for the Headworks facility for the Wastewater Treatment Plant Facility in the total amount of $274,699.00.excluding nmgrt. Request approval of a BAR/Increase from the WWMD Cash Balance to fund the contract.

## BACKGROUND
The Aqua Guard bar/filter screen and Aqua Wash Press are located within the pre-treatment process for the wastewater facility. Pre-treatment process removes material that can damage the treatment facility and the treatment process. Specifically, the filter and press remove inorganics such as rags and plastics that will cause damage to downstream equipment and settle in basin resulting in permit noncompliance. Equipment failure will result in affecting the public health, welfare and efficient operation of the Wastewater Treatmetn Plant (WWTP).

## PROCUREMENT METHOD:
Sole Source Procurement with Parkson Corporation.

## FUNDING SOURCE:
Munis Contract #3203482

The funding source is:
MUNIS Fund Name/Number: WWMD / 500
MUNIS Org Name/Number: WW Treatment Plant / 5000367
MUNIS Object Name/Number: Repair and Maintenance System Equipment /520150

## RECOMMENDED ACTION
The WWMD respectfully requests approval of a Sole Source Contract with Parkson Corporation in the amount of $274,699.00 excluding nmgrt and approval of the BAR/Increase.

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Batch # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| PUD/WWMD | 7/11/2022 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Repair and Maintenance System Equipment | 5000367 | 520150 | | 274,699 | |
| | | | | | |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | 274,699 | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| **JUSTIFICATION:** *(use additional page if needed)* *--Attach supporting documentation/memo* | | | | $ 274,699 | $ - |

Budget Increase from Cash Balance in WWMD Enterprise Fund to fund the purchase of Aqua Guard Screen filter and Aqua Wash Press for the Headworks facility. FY 2023

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 500 | (274,699) |
| | |
| | |
| | |
| TOTAL: | (274,699) |

Maya Martinez 7/11/2022
Prepared By *{print name}* Date

Michael Dozier (Jul 11, 2022 14:49 MDT) 7/11/22
Division Director Signature *{optional}* Date

Shannon Jones (Jul 11, 2022 14:57 MDT) 7/11/2022
Department Director Signature Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins 7/12/22
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Item#_____
Munis Contract# 3203482

**CITY OF SANTA FE**
**GENERAL SERVICES CONTRACT**

Goods & Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Parkson Corporation** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Parkson Corporation**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall provide the equipment and work as described in Exhibit "A" attached hereto.

3. **Compensation**

The total compensation under this Agreement shall not exceed two hundred seventy-four thousand six hundred ninety nine dollars ($274,699) excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products,

the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2022. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. *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.*

8. **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 Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **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.

11. **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.

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, 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 legislature, this Agreement, and any orders placed under it, shall terminate 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.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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 bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the

City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

**D.** 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public

body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or
a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Mike Dozier, Director
Waste Water Management Division
73 Paseo Real
Santa Fe, NM 87507

To the Contractor:
Parkson Corporation
562 Bunker Court
Vernon Hills, IL 60061

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:
Parkson Corporation
562 Bunker Court
Vernon Hills, IL 60061

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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:_____

CONTRACTOR:

_____
PARKSON CORPORATION
Dianne Kaplan
Contracts Manager
TITLE

DATE: 7/20/2022
CRS#14-00121645
Registration # 233140

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 11, 2022 08:24 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

5000367.520150
Org.Name/Org.# AH
AH

# Quotation

**NUMBER:** B020
**DATE:** May 6, 2022
**TO:** City of Santa Fe
**REF.:** Paseo Real WWTP Screen Replacement

---

Parkson Corporation is pleased to provide a quotation for the following equipment.

**ITEM 1 EQUIPMENT**

**One (1) Aqua Guard® Ultra Clean™ self-cleaning bar/filter screen model AGUC-MN-A**

**1.A Equipment Description:**

1. Unit shall be 4'-0" wide (W) and designed for installation in a channel 4'-0" wide x 6'-6" deep (H). Solids larger than 6 mm nominal screen opening shall be removed from the flow and conveyed to a discharge point approximately 4'-3" above the top of the channel. When installed, the screen shall be inclined 75° from the horizontal and have a total discharge height (H1) of 11'-0" (as measured from the base of the screen to the discharge point). There will be a 3.5" recess required in the bottom of the channel.
2. Unit shall be capable of passing a peak flow of 13 MGD. The head loss across the screen at this flow will not exceed 15" assuming a downstream water level of 2.23'. The head loss calculation is based on assumption of a clean screen, clean water and **steady state flow.**
3. Materials of construction will be as follows:
   Frame: Type 304 stainless steel, 3/16" thick.
   Filter elements: High impact plastic.
   Side plates: High impact plastic.
   Shafts, chain links, guide rails, drive sprocket inserts: Type 304 stainless steel.
   Rollers: 400 series stainless steel (heat treated).
   Chain bushings: 400 series stainless steel (heat treated).
   Side seals: Neoprene rubber, with type 304 stainless steel backing plates.
4. Screen drive with a 3/4 HP, 230/460V, 3 ∅, 60 Hz explosion-proof motor.
5. Manifold lubrication system.
6. Screen washing system consisting of two (2) type 304 stainless steel spray bars with quick release spray nozzles and NEMA 7 brass body solenoid valve with a 1-1/4" NPT connection.
7. Brush assembly of hybrid construction, with a side mounted door to provide access for brush replacement.
8. Brush drive with a 1 HP, 230/460V, 3 ∅, 60 Hz explosion-proof motor.
9. Electrical overload device consisting of SSAC current monitors.
10. Front and rear covers fabricated of 14 gauge type 304 stainless steel, to enclose the portion of the screen above the channel.
11. Discharge chute fabricated of 14 gauge type 304 stainless steel, to direct screenings into the screenings wash press inlet chute.
12. Locally mounted E-stop pushbutton in a NEMA 7 enclosure.

13. Main control panel furnished in a remotely located NEMA 4X type 304 stainless steel enclosure, housing controls for the screen and wash press. To include motor starters, control transformer, main disconnect, programmable relay, float switch level sensor, and all other necessary switches, lights, and pushbuttons.
14. The Aqua Guard® screen shall be factory assembled and tested, and shall be shipped to job site fully assembled.

**One (1) Aqua Wash Press® unit model AWP8-3**

**1.C Equipment Description:**

1. The Aqua Wash Press® unit will consist of a spiral, trough, support legs, wash zone, trough flush spray, press zone, drive system and controls.
2. The unit will be designed to receive and wash screenings, then reduce the volume and water content by means of a pressing zone.
3. The press will have an inlet capacity of 35 cu.ft./hour, handling wet screenings with an approximate dry weight of not less than 8% solids.
4. The shafted spiral will be constructed of carbon steel, with an O.D. of 8" and having 0.63 inch thick flights. A brush will be bolted to the spiral in the inlet area to scour the perforated sheet.
5. The trough will be fabricated of type 304 stainless steel, having 0.19 inch diameter perforations, chamfered on the outside. It will receive free liquid from the washed solids and direct the flow to a 4 inch O.D. drain tube.
6. The inlet area, 11 inches wide by 39 inches in length, will receive incoming materials.
7. The wash zone will include a spray wash system to wash organic residue from the screenings.
8. The press will include a spray wash system to flush organic residue trapped in the trough.
9. The unit's drive system will consist of a motor, gear reducer and carbon steel drive shaft. The motor will be 3 HP explosion-proof, 1800 RPM, 230/460 volt, 3 Phase, 60 Hz. The gear reducer is a shaft-mounted worm type gear reducer driven by a direct-coupled motor. The reducer will have a cast iron housing and output speed of 14 RPM and the drive shaft will be direct coupled to the spiral.
10. In addition to the drive motor, the following electrical devices will be furnished:
    a. Two (2) 120 volt, single phase, 60 Hz brass body solenoid valves housed in NEMA 7 enclosures.
    b. Locally mounted E-stop pushbutton in a NEMA 7 enclosure.
11. Inlet chute of 12 gauge type 304 stainless steel construction, to receive screenings from the Aqua Guard screen.
12. Discharge piping consisting of 14 gauge type 304 stainless steel, to direct the screenings to a dumpster.

## ITEM 2 SERVICES

### 2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Approval drawings: 2 prints included
2. Certified drawings: 2 prints included
3. IO&M manuals: 2 included

### 2.B Start-Up Assistance:

Parkson will furnish a factory representative for a total of two (2) days during one (1) trip to the jobsite to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Purchaser's written request. To include all equipment listed above.

### 2.C Mechanical Warranty:

Per Section XVI of the Standard Conditions of Sale.

**PURCHASE PRICE:**

All of the above for ..... $274,699.00 USD.
F.O.B. shipping point, freight included, taxes excluded.

**VALIDITY:**

Purchase Price is valid for thirty (30) days from quotation date, for shipment of equipment within the timetable stated below.

**PAYMENT TERMS:**

90% net 30 days after shipment, 10% not to exceed 120 days after delivery.

**Please refer to our Standard Conditions of Sale regarding additional details about price validity, escalation potential and materials availability.**

## TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh ($11^{th}$) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

| | |
|---|---|
| Submittal Phase: | Approval drawings will be submitted six (6) weeks from receipt of all requested Additional Information if necessary, or if not necessary, from the eleventh ($11^{th}$) business day following receipt of a written Purchase Order in Parkson's office. |
| Shipment Phase: | Sixteen (16) weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office. |

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh ($11^{th}$) business day following receipt of a written Purchase Order in Parkson's offices.

**Dates are subject to confirmation upon receipt of written Purchase Order.**

## TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: *http://www.parkson.com/files/documents/Sales-conditions.pdf*.

## BUYER/OWNER RESPONSIBILITY:

- Removal of existing equipment.
- Anchor bolts.
- Spare parts.
- Concrete modifications.
- Local disconnects or junction boxes.
- Level sensor mounting pipe.
- Control panel supports or mounting.
- Spray wash water connection and piping.
- Heat tracing and power for heat tracing of equipment and spray wash water piping.
- Drain connections and piping.
- Manual shutoff valves, gate valves, check valves, butterfly valves, Y-strainers.
- Pressure gauges.
- Screenings dumpster.
- Lubricants.
- Shop or field painting.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Electrical connection and interconnecting wiring (including any of the following: Solenoid valves, level sensor, motors, E-stops, main controls); wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.
- Interconnecting piping.
- Piping connections, platforms, ladders, gratings and railings unless stated otherwise.
- Determining the compatibility of equipment materials of construction and process conditions (air and water) is the responsibility of the owner and/or consulting engineer. Note that even relatively low levels of H2S and/or Chlorides can cause corrosion of 304SS and thus it is important for the owner and/or consulting engineer to pay particular attention to materials suitability for the specific water/wastewater in which the equipment will be operated. Higher grades of stainless steel like 316 are options.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

**Issued By:**

**PARKSON CORPORATION**
562 Bunker Court
Vernon Hills, IL 60061

Name: Joseph G. Nagel
Title: Municipal Sales
Date: April 29, 2022

**Accepted By:** (Herein called the Buyer)

Name
Title:
Date:

1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969

*Phone* 1.888.PARKSON
*Fax* 954.974.6182



# Sole Source Letter

| | | | |
|---|---|---|---|
| **To:** | Carl Atencio | **Date:** | August 19, 2021 |
| **Company:** | Santa Fe, NM | **From:** | Ray Coulter |
| **Tel:** | 505-955-4639 | **Tel:** | 954-917-1879 |
| **Fax:** | N/A | **Fax:** | 954-252-4085 |
| **Email:** | cmatencio@santafenm.gov | **Email:** | rcoulter@parkson.com |
| **# Pages:** | 1 | **Cc:** | N/A |
| **Subject:** | Product: Rotopress® | | |

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts.

*Please note that this letter is valid as of the date of the letter. Reconfirmation should be obtained after a period of six (6) months from the date hereof.*

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Ray Coulter

Parkson Corporation

**Signature:** Benjamin Sandoval (May 9, 2022 15:46 MDT)

**Email:** basandoval@santafenm.gov

**Signature:** Michael Dozier (May 9, 2022 15:55 MDT)

**Email:** mldozier@santafenm.gov

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract 3203482

Contractor: **Parkson Corporation**

Description: **Purchase and Installation of Aqua Guard Screen filter and Aqua Wash Press for the Headworks facility**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **upon approval** Term End Date: **12/31/22**

☑ Approved by Council Date: **Pending**

**Contract / Lease:**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

**Amendment is for:**

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

**Original Agreement Sole source procurement**

3. **Procurement History:** _____

JoAnn Lovato
JoAnn Lovato (Jul 26, 2022 11:40 MDT)

Purchasing Officer Review: Jul 26, 2022 Date:

Comment & Exceptions: SS approved June 2022.

4. **Funding Source:** **WWMD Enterprise Fund** **Org / Object:** **5000367.520150**

Andy Hopkins
Andy Hopkins (Jul 26, 2022 12:23 MDT)

Budget Officer Approval: Jul 26, 2022 Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 07/18/2022

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**
Aon Risk Services Central, Inc.
Philadelphia PA Office
100 North 18th Street
15th Floor
Philadelphia PA 19103 USA

**CONTACT NAME:**
**PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
**E-MAIL ADDRESS:**

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A: | Liberty Mutual Fire Ins Co | 23035 |
| INSURER B: | LM Insurance Corporation | 33600 |
| INSURER C: | Liberty Insurance Corporation | 42404 |
| INSURER D: | Navigators Insurance Co | 42307 |
| INSURER E: | | |
| INSURER F: | | |

**INSURED**
Parkson Corporation
A Division of Lexa International
2 Washington St., Suite 213
Dover NH 03820 USA

**COVERAGES** **CERTIFICATE NUMBER:** 570094565236 **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,

Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | Y | | TB2631510818052 | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$1,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | AS2-631-510818-042 | 07/01/2022 | 07/01/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000 |
| D | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED X RETENTION $10,000 | | | PH22UMR936254IV | 07/01/2022 | 07/01/2023 | EACH OCCURRENCE<br>AGGREGATE | $1,000,000<br>$1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>Y/N | | | WA563D510818012<br>AOS | 07/01/2022 | 07/01/2023 | X PER STATUTE / OTH-ER | |
| C | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WA763D510818022<br>WI | 07/01/2022 | 07/01/2023 | E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |

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

Certificate Holder is included as an Additional Insured on the above General Liability policy with respect to the Liability assumed only under a valid contract with the Insured for claims resulting from the actions of the insured. This extension of coverage is contingent upon requirement of same in executed contract with Insured prior to a loss.

**CERTIFICATE HOLDER**

City of Santa Fe
PO Box 950
Santa Fe TX 77510 USA

**CANCELLATION**

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**

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570094565236

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AGENCY CUSTOMER ID: 570000023561

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Aon Risk Services Central, Inc. | Parkson Corporation |
| POLICY NUMBER: See Certificate Numbe 570094565236 | |
| CARRIER: See Certificate Numbe 570094565236 / NAIC CODE: | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | WORKERS COMPENSATION | | | | | | | |
| B | | N/A | | WC5631510818032 MA | 07/01/2022 | 07/01/2023 | | |
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# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** PARKSON CORP.
DBA: PARKSON CORP.

**Business Location:** 1401 W CYPRESS CREEK ROAD #100
FORT LAUDERDALE, TX 33309

**CRS Number:** 03220516003

**Owner:** PARKSON CORP.

**License Number:** 233140

**License Type:** Business License - Renewable

**Issued Date:** July 08, 2022

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** July 08, 2023

**Fees Paid:** $10.00

PARKSON CORP.
1401 W CYPRESS CREEK ROAD #100
FORT LAUDERDALE, FL 33309

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**

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Parkson Corporation

Procurement Title: Sole Source Aqua Guard Screen filter and Aqua Wash Press for the Headworks facility for the Wastewater Treatment Plant Facility

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 Public Utilities Department/ WWMD Staff Name Ben Sandoval

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

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

Public Utilities Dept / WWMD/ Ben Sandoval Benjamin Sandoval Benjamin Sandoval (Jul 11, 2022 14:46 MDT) 07/11/2022
Department Rep Printed Name (attesting that all information included) Title Date

JoAnn Lovato JoAnn Lovato (Jul 26, 2022 11:40 MDT) Contracts Supervisor Jul 26, 2022
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.

*

# SOLE SOURCE REQUEST AND DETERMINATION FORM

**This form must be forwarded to the Purchasing Officer for the City of Santa Fe Purchasing Office for processing.**

**Date:** 6/7/2022

**Prepared By:** Mike Dozier **Title:** WWM Div. Director

**Vendor Name:** Parkson Corporation

**Address:** 562 Bunker Court

**City:** Vernon Hills **State:** IL **Zip Code:** 60061

**Description of Good/Service to be Procured:**

**Estimated Cost:** $274,699 **Term of Contract:** 6/30/2023

1. **Explain why this is the only available source that can be meet the needs of your department.**

Parkson Corporation is the only provider for the parts. Parkson Corp. is the original manufacturer/ supplier for the Aqua Guard bar/filter and wash press. In addition to being the only vendor that has the parts and is the sole manufacturer they must install, provide training and schedules of maintenance to the City's PUD which will warrant the project.

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

[X] **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**

[ ] **Other reason, please explain in full. Attach additional sheets, if necessary.**

Parkson Corp affirming sole source has provided a letter. Parksons Corporation is the Manufacturer and Sole provider of the parts and services.

**3. Explain why the price is considered fair and reasonable.**

Due to inflation and timing obtaining these part within the timeframe provided is at best. However, to change the type of self-cleaning bar/filter and wash press units that currently operate the pre-treatment process, would require a whole new system and additional services that would cost millions for a new project of this size. This is simply a replacement due to age of equipment. The ability to replace these parts is cost saving rather than propose a new project that would cost

**4. Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

Ordering at this time and locking in cost being that they are the only source and manufacturer that can provide the necessary parts and services. No other source is available. There are no other quotes that entail savings to purchase the parts and services provided by a sole vendor who is also the manufacturer. This is replacement of aging parts not a replacement for the whole system which would cost millions.

**Approvals:**

**Based on the above facts, the Purchasing Office has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.**

Fran Dunaway 6/8/2022

**Fran Dunaway** **Date**
**Purchasing Officer**

**Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.**

JoAnn Lovato for FD Jul 8, 2022 Typ text here
JoAnn Lovato for FD (Jul 8, 2022 12:37 MDT)

**Fran Dunaway,** **Date**
**Purchasing Director**
**City of Santa Fe**

**Required Attachments:**

***Letter from Contractor, if applicable**
***Agenda Item to be presented to City Council if over $50,000 for Professional Services and $50,000 for Goods and Non-Professional Services**

1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969

*Phone* 1.888.PARKSON
*Fax* 954.974.6182



# Sole Source Letter

| | | | |
|---|---|---|---|
| **To:** | Carl Atencio | **Date:** | May 18, 2022 |
| **Company:** | Santa Fe, NM | **From:** | Ray Coulter |
| **Tel:** | 505-955-4639 | **Tel:** | 954-917-1879 |
| **Fax:** | N/A | **Fax:** | 954-252-4085 |
| **Email:** | cmatencio@santafenm.gov | **Email:** | rcoulter@parkson.com |
| **# Pages:** | 1 | **Cc:** | N/A |
| **Subject:** | Product: Aqua Guard® | | |

This document is to confirm that Parkson Corporation is the sole source provider for parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts.

*Please note that this letter is valid as of the date of the letter. Reconfirmation should be obtained after a period of six (6) months from the date hereof.*

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Ray Coulter

Parkson Corporation

# Quotation

**NUMBER:** B020
**DATE:** May 6, 2022
**TO:** City of Santa Fe
**REF.:** Paseo Real WWTP
Screen Replacement

---

Parkson Corporation is pleased to provide a quotation for the following equipment.

**ITEM 1 EQUIPMENT**

**One (1) Aqua Guard® Ultra Clean™ self-cleaning bar/filter screen model AGUC-MN-A**

**1.A Equipment Description:**

1. Unit shall be 4'-0" wide (W) and designed for installation in a channel 4'-0" wide x 6'-6" deep (H). Solids larger than 6 mm nominal screen opening shall be removed from the flow and conveyed to a discharge point approximately 4'-3" above the top of the channel. When installed, the screen shall be inclined 75° from the horizontal and have a total discharge height (H1) of 11'-0" (as measured from the base of the screen to the discharge point). There will be a 3.5" recess required in the bottom of the channel.
2. Unit shall be capable of passing a peak flow of 13 MGD. The head loss across the screen at this flow will not exceed 15" assuming a downstream water level of 2.23'. The head loss calculation is based on assumption of a clean screen, clean water and **steady state flow.**
3. Materials of construction will be as follows:
   Frame: Type 304 stainless steel, 3/16" thick.
   Filter elements: High impact plastic.
   Side plates: High impact plastic.
   Shafts, chain links, guide rails, drive sprocket inserts: Type 304 stainless steel.
   Rollers: 400 series stainless steel (heat treated).
   Chain bushings: 400 series stainless steel (heat treated).
   Side seals: Neoprene rubber, with type 304 stainless steel backing plates.
4. Screen drive with a 3/4 HP, 230/460V, 3 ∅, 60 Hz explosion-proof motor.
5. Manifold lubrication system.
6. Screen washing system consisting of two (2) type 304 stainless steel spray bars with quick release spray nozzles and NEMA 7 brass body solenoid valve with a 1-1/4" NPT connection.
7. Brush assembly of hybrid construction, with a side mounted door to provide access for brush replacement.
8. Brush drive with a 1 HP, 230/460V, 3 ∅, 60 Hz explosion-proof motor.
9. Electrical overload device consisting of SSAC current monitors.
10. Front and rear covers fabricated of 14 gauge type 304 stainless steel, to enclose the portion of the screen above the channel.
11. Discharge chute fabricated of 14 gauge type 304 stainless steel, to direct screenings into the screenings wash press inlet chute.
12. Locally mounted E-stop pushbutton in a NEMA 7 enclosure.

13. Main control panel furnished in a remotely located NEMA 4X type 304 stainless steel enclosure, housing controls for the screen and wash press. To include motor starters, control transformer, main disconnect, programmable relay, float switch level sensor, and all other necessary switches, lights, and pushbuttons.
14. The Aqua Guard® screen shall be factory assembled and tested, and shall be shipped to job site fully assembled.

**One (1) Aqua Wash Press® unit model AWP8-3**

**1.C Equipment Description:**

1. The Aqua Wash Press® unit will consist of a spiral, trough, support legs, wash zone, trough flush spray, press zone, drive system and controls.
2. The unit will be designed to receive and wash screenings, then reduce the volume and water content by means of a pressing zone.
3. The press will have an inlet capacity of 35 cu.ft./hour, handling wet screenings with an approximate dry weight of not less than 8% solids.
4. The shafted spiral will be constructed of carbon steel, with an O.D. of 8" and having 0.63 inch thick flights. A brush will be bolted to the spiral in the inlet area to scour the perforated sheet.
5. The trough will be fabricated of type 304 stainless steel, having 0.19 inch diameter perforations, chamfered on the outside. It will receive free liquid from the washed solids and direct the flow to a 4 inch O.D. drain tube.
6. The inlet area, 11 inches wide by 39 inches in length, will receive incoming materials.
7. The wash zone will include a spray wash system to wash organic residue from the screenings.
8. The press will include a spray wash system to flush organic residue trapped in the trough.
9. The unit's drive system will consist of a motor, gear reducer and carbon steel drive shaft. The motor will be 3 HP explosion-proof, 1800 RPM, 230/460 volt, 3 Phase, 60 Hz. The gear reducer is a shaft-mounted worm type gear reducer driven by a direct-coupled motor. The reducer will have a cast iron housing and output speed of 14 RPM and the drive shaft will be direct coupled to the spiral.
10. In addition to the drive motor, the following electrical devices will be furnished:
    a. Two (2) 120 volt, single phase, 60 Hz brass body solenoid valves housed in NEMA 7 enclosures.
    b. Locally mounted E-stop pushbutton in a NEMA 7 enclosure.
11. Inlet chute of 12 gauge type 304 stainless steel construction, to receive screenings from the Aqua Guard screen.
12. Discharge piping consisting of 14 gauge type 304 stainless steel, to direct the screenings to a dumpster.

## ITEM 2 SERVICES

### 2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Approval drawings: 2 prints included
2. Certified drawings: 2 prints included
3. IO&M manuals: 2 included

### 2.B Start-Up Assistance:

Parkson will furnish a factory representative for a total of two (2) days during one (1) trip to the jobsite to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Purchaser's written request. To include all equipment listed above.

### 2.C Mechanical Warranty:

Per Section XVI of the Standard Conditions of Sale.

**PURCHASE PRICE:**

All of the above for ..... $274,699.00 USD.
F.O.B. shipping point, freight included, taxes excluded.

**VALIDITY:**

Purchase Price is valid for thirty (30) days from quotation date, for shipment of equipment within the timetable stated below.

**PAYMENT TERMS:**

90% net 30 days after shipment, 10% not to exceed 120 days after delivery.

**Please refer to our Standard Conditions of Sale regarding additional details about price validity, escalation potential and materials availability.**

## TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11th) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

| | |
|---|---|
| Submittal Phase: | Approval drawings will be submitted six (6) weeks from receipt of all requested Additional Information if necessary, or if not necessary, from the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's office. |
| Shipment Phase: | Sixteen (16) weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office. |

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's offices.

**Dates are subject to confirmation upon receipt of written Purchase Order.**

## TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: http://www.parkson.com/files/documents/Sales-conditions.pdf.

## BUYER/OWNER RESPONSIBILITY:

- Removal of existing equipment.
- Anchor bolts.
- Spare parts.
- Concrete modifications.
- Local disconnects or junction boxes.
- Level sensor mounting pipe.
- Control panel supports or mounting.
- Spray wash water connection and piping.
- Heat tracing and power for heat tracing of equipment and spray wash water piping.
- Drain connections and piping.
- Manual shutoff valves, gate valves, check valves, butterfly valves, Y-strainers.
- Pressure gauges.
- Screenings dumpster.
- Lubricants.
- Shop or field painting.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Electrical connection and interconnecting wiring (including any of the following: Solenoid valves, level sensor, motors, E-stops, main controls); wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.
- Interconnecting piping.
- Piping connections, platforms, ladders, gratings and railings unless stated otherwise.
- Determining the compatibility of equipment materials of construction and process conditions (air and water) is the responsibility of the owner and/or consulting engineer. Note that even relatively low levels of H2S and/or Chlorides can cause corrosion of 304SS and thus it is important for the owner and/or consulting engineer to pay particular attention to materials suitability for the specific water/wastewater in which the equipment will be operated. Higher grades of stainless steel like 316 are options.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

**Issued By:**

**PARKSON CORPORATION**
562 Bunker Court
Vernon Hills, IL 60061

Joseph G. Nagel

Name: Joseph G. Nagel
Title: Municipal Sales
Date: April 29, 2022

**Accepted By:** (Herein called the Buyer)

Name
Title:
Date:

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 08/08/2022

Meeting Committee - Public Works and Utilities Committee

Item Title -

Request for Approval of Bid # 22/38/B for the Wastewater Management Division, Paseo Real 4-Year Generator Maintenance Agreement with Smith Power Products, Inc.(P. Fred Heerbrandt, P.E. Engineer Supervisor,pfheerbrandt@santafenm.gov)

1.Request for Approval of the FY2023 Budget Adjustment Resolution (BAR)in the amount of $1,487,294.05

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body: 08/31/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15529

Motion Type - Approve as Amended

Motion Mover - Michael Garcia

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

**VOTE SUMMARY**




Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Bid # 22/38/B for the Wastewater Management Division, Paseo Real 4-Year Generator Maintenance Agreement with Smith Power Products, Inc.(P. Fred Heerbrandt, P.E. Engineer Supervisor,pfheerbrandt@santafenm.gov)

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Finance Committee: 08/15/2022
Governing Body: 08/31/2022

Item Type - budget adjustment resolution (BAR)

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15529

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

**VOTE SUMMARY**

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

# City of Santa Fe, New Mexico
## MEMORANDUM

**DATE:** June 13, 2022

**TO:** Governing Body
Finance Committee
Public Works/Public Utilities Committee

**VIA:** Alexis Lotero, Interim Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Department Director SJ
Mike Dozier, WWMD Director MD

**FROM:** P. Fred Heerbrandt, P.E., Engineer Supervisor FH

**Subject:** Award of Bid No.22/38/B –Wastewater Management Division, Paseo Real WWRF 4-Year Generator Maintenance Agreement and Approval of Contract with Smith Power Products, Inc.

---

**SUMMARY**

One bid (1) was received on May 27, 2022. The bid was reviewed for completeness and accuracy. The lowest qualified bidder is Smith Power Products with a total bid amount of $1,371,568.00 plus nmgrt. Smith Power Products is a qualified bidder under the ITB specifications.

This project consists of a four-year service contract for the warranty and preventative maintenance of the two new Biogas Cogeneration units that were purchased and installed as part of the WWRF Digester Project (CIP #950), as well as the preventative maintenance service for the three emergency power generation units at the WWRF, and the emergency power generation unit at the Canyon Road Pumping Station.

The Biogas Cogeneration units are two generators that will run off of the methane generated by the digestion of wastewater residual solids generated by the treatment of wastewater. These units must be serviced by factory authorized technicians in order to maintain warranty coverage of the two generators. The power produced by the cogeneration units will be fed into the electrical grid and act to offset the Paseo Real facility's carbon footprint and reduce electrical costs for operation of the facility.

The three emergency power units at the Paseo Real WWRF allow the plant to continue operating in the event of a utility service interruption. These units must be prepared to start-up automatically and provide power to the facility to operate critical equipment to maintain treatment, until utility service is restored. Although these units are no longer under warranty, they require periodic preventative maintenance to assure their availability when needed.

Approximately one quarter of the total bid amount will be invoiced each year over the 4-year contract period.

| Bidders | Total Base Bid Amount |
|---|---|
| Smith Power Products | $1,371,568.00 |

**PROCUREMENT METHOD:**

The procurement method is ITB # 22/38/B –Wastewater Management Division, Paseo Real WWRF 4-Year Generator Maintenance Agreement

**CONTRACT NUMBER:**
The FY23 Munis contract number is **3203483**

**FUNDING SOURCE:**
Funds will be available upon approval of the FY 2023 BAR in the amount of $1,487,294.05

The funding source is:
**Fund Name/Number**: WWMD / Enterprise Fund / 500
**Munis Org Name/Number:** CIP/ 5000375
**Munis Object Name/Number:** WIP Construction/572970

**ACTION REQUESTED:**
The Wastewater Management Division recommends:

1. Award of the bid and approval to contract with Smith Power Products, Inc. in the amount of **$**1,371,568.00 plus nmgrt **(LONE BID)** for a Four-Year Generator Maintenance Contract for the Paseo Real WWRF.
2. Approval of the FY 2023 BAR Increase in the amount of $1,487,294.05?

Attachment:

1. Budget Adjustment Request
2. General Services Agreement

| | |
|---|---|
| Log # *{Finance use only}*: | |
| Batch # *{Finance use only}*: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| PUD/WWMD/ CIP | 6/20/2022 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Waste Water CIP | 5000375 | 572970 | | 1,487,294 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 1,487,294 | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

Budget Increase from Cash Balance in Wastewater Enterprise Fund for contract with Smith Power Products for FY 2023

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 500 | (1,487,294) |
| | |
| | |
| | |
| **TOTAL:** | **(1,487,294)** |

Maya Martinez — 6/20/2022
Prepared By *{print name}* — Date

Michael Dozier (Jun 21, 2022 06:59 MDT) — 6/21/22
Division Director Signature *{optional}* — Date

Shannon Jones (Jun 21, 2022 07:33 MDT) — 6/21/2022
Department Director Signature — Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins — 6/21/22
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Item#_____
Munis Contract# 3203483

# CITY OF SANTA FE
# GENERAL SERVICES CONTRACT

## FOUR-YEAR GENERATOR MAINTENANCE CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Smith Power Products, Inc.** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Smith Power Products, Inc.**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Scope of work for the 4-Year Co-Generation Systems Maintenance Agreement is as follows:

A. Provide a 4-year service contract by a manufacturer-approved provider. Service contract to include all scheduled, defined engine manufacturer recommended maintenance, services, and component replacement by factory trained and qualified technicians. Owner personnel shall perform routine daily, weekly, monthly inspections and services called for in engine manufacturer "Maintenance Schedules" independent of the number of operating hours. Owner personnel shall perform the following:

1. Routine daily, weekly, monthly inspections, and services as called for in engine manufacturer "Maintenance Schedules" for the specific equipment. Typical inspections and services include:

a. Daily visual inspection for coolant, exhaust, and fuel gas leaks; inspection of vibration dampers; inspect fuel gas piping and drain condensate; inspect heat exchangers and coolant piping, drain condensate as required; check and maintain strainers and filters.
b. Daily entries and updating of an Operating Logbook.
c. Daily checks of manometer readings at air intake filter housing.
d. Cleaning of air intake housing and replacement of air filter(s) as required.
e. Daily checks of engine oil pressure and replacement of oil filter if required.
f. Weekly ignition voltage inspections and recording of measurements, inspection and re-gapping of spark plug electrodes as required to accomplish projected replacements at engine manufacturer's scheduled intervals.
g. Monitor and draw fuel gas, lube oil, and coolant samples on a scheduled basis.
h. Monitor and add coolant, coolant inhibitor, and lube oil as required.
i. Inspect, clean, and maintain engine starting batteries, cables, and terminals.

j. Inspect coolant levels, pressures, and draw coolant samples quarterly.
k. Replace battery in control module annually.
l. Inspect battery and battery charger and replace as required.

2. Factory trained and qualified technicians shall provide the following services:
a. Perform planned maintenance, inspections, component replacement, minor, and major overhauls at engine manufacturer recommended 2000 operating hour service intervals for each engine-generator set.
b. Review Owner daily operating logs.
c. Provide lube oil sample kits for use by Owner to draw oil samples per engine manufacturer recommendations.
d. Review lube oil samples for Owner and provide comment as required.
e. Conduct coolant testing on an annual basis and provide report to Owner.
f. Inspect engine controls, program settings; download operating systems for trend analysis and review of system performance.

3. Factory trained and qualified technicians will perform the following inspections and services at engine manufacturer recommended 2000 operating hour intervals:
a. 2000-4000-6000 intervals:
1) Review Owner daily operating logs.
2) Inspect engine controls, program settings; download operating systems for trend analysis and review of system performance.
3) Inspect, adjust and record data for:
a) Intake and exhaust valve to valve 1 lifter clearances.
b) Intake and exhaust valve lash adjustments.
c) Intake and exhaust valve stem projection (recession).
4) Inspect rocker arms, valve lifters, adjusting screws, tappets, and lock nuts.
5) Inspect valve cover gaskets and replace as required.
6) Inspect, maintain, and adjustments to ignition systems inclusive of:
a) Inspect and tighten connections and terminals at ignition box.
b) Inspect ignition harness.
c) Inspect ignition pickups for debris, clean as required, inspect mounting distance.
d) Inspect ignition coils and record ignition voltages.
e) Inspection ignition plug sockets and springs.
f) Inspection, re-gapping, and changing of spark plugs.
g) Inspect and clean crankcase ventilation system, replace filter cartridge and media.
h) Inspect, clean, adjust, and lubricate regulator rod linkage as required.
7) Inspect, clean, and adjust throttle valve.
8) Inspect, clean, lubricate, and adjust throttle valve: actuator control rod assemblies.
9) Perform lube oil and filter changes at defined engine manufacturer maintenance intervals however subject to lube oil analysis and lube oil condition. Increased frequency of lube oil changes result in additional charges. Provide all lube oil including make-up oil for Owner personnel routine maintenance.
10) Inspect plate and frame heat exchangers, measure and record differential pressures, disassemble, clean, and reassemble heat exchangers as required.
11) Inspect gas train filter and clean filter housing.
12) Inspection of the electrical generator assembly, interior compartments, assembly, generator bearings, and generator couplings inclusive of:

a) Inspect and lubricate generator bearings per manufacturer's recommendations.

b) Inspect and clean generator compartment, cooling air intake and outlets.

c) Inspect auxiliary wiring for chafing and terminations.

13) Inspect and check varister and rectifier diodes per manufacturer's recommendations.

B. The Contractor shall perform an Initial Assessment and Report and thereafter, perform a Bi-Annual and Annual maintenance report. The report would inform staff if any major repairs outside of the maintenance contract are necessary or recommended and when they should occur. Report on the general condition of the generator and the switching equipment. What work was performed and what observations were made during the work, (ie. foreign substance in the motor oil). They are typically provided following service.

**1. Bi-Annual Maintenance**

- Inspection of the enclosure
- Check battery electrolyte level and specific gravity
- Inspection of drive belts
- Inspection of coolant heater
- Inspection of battery cables and connections
- Inspection of coolant lines and connections
- Inspection of any oil leaks, lubrication system hoses, connectors
- Inspection of the exhaust system, muffler, exhaust pipe
- Check for any fuel leaks; inspection of fuel system hoses, connectors
- Clean/replace air cleaner units
- Inspection of air induction connections and piping
- Inspection of DC electrical system, control panel, accessories
- Inspection of AC wiring, accessories
- Control/transfer system inspection
- Recommendations and report

**2. Annual Maintenance**

- Change: oil and filter, fuel filter, air filter, spark plugs
- Clean crankcase breather
- Check coolant concentration
- Flush cooling system as needed
- Perform annual load bank testing
- Fuel testing and reconditioning
- Remove any water from fuel tank

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

| Deliverable item: | U/I (unit of issue) | | Price |
|---|---|---|---|
| 4 year Maintenance Agreement MTU 250 kW Biogas Co-Generation Units and Related Systems | 1 | Lump Sum | $1,313,568.00 |
| 4 year Maintenance Agreement for 4 Standby Backup Facility Generator Units and related Systems | 1 | Lump Sum | $ 58,000.00 |

The total compensation under this Agreement shall not exceed one million three hundred seventy one thousand five hundred sixty eight dollars ($1,371,568.00) excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due

to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. *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.*

8. **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 Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **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.

11. **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.

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, 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 legislature, this Agreement, and any orders placed under it, shall terminate 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.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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 bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for Bids, this Agreement is derived from (1) the request for Bid, (including any written clarifications to the request for Bids and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for Bids.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for Bids, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for Bids.

30. **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.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

**B. Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall

not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the

matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Wastewater Management Division
73 Paseo Real
Santa Fe, NM 87507

To the Contractor:
Smith Power Products, Inc.
3065 W. California Ave
Salt Lake City, UT 84104

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:
Smith Power Products, Inc.
3065 W. California Ave
Salt Lake City, UT 84104

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**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:_____

CONTRACTOR:
Smith Power Products, Inc.

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 20, 2022 07:59 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO, INERIM FINANCE DIRECTOR

5000375..572970
Org.Name/Org.#

**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: _____

CONTRACTOR:
Smith Power Products, Inc.

Micky Warren
NAME

Manager Southern Division
TITLE

DATE: 7-15-22
CRS# 03-054991-00-8

Registration # 233190

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
(MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO, INERIM FINANCE DIRECTOR

5000375..572970
Org.Name/Org.# AH
AH

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # 3203483

Contractor: **Smith Power Products**

Description: **Award of Bid No.22/38/B – Wastewater Management Division, Paseo Real WWRF 4-Year Generator Maintenance Agreement and Approval of Contract with Smith Power Products, Inc.**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **upon approval** Term End Date: **6/30/26**

[☑] Approved by Council Date: **Pending approval**

**Contract / Lease: $1,371,568.00**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

**Amendment is for:**

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

**Original contract and award of BID**

3. **Procurement History:**

JoAnn Lovato
JoAnn Lovato (Jul 25, 202209:17 MDT)

Jul 25, 2022

Purchasing Officer Review: Date:

Comment & Exceptions: FY23 contract.

4. **Funding Source:** **Waste Water Enterprise Fund** **Org / Object:** 500375.572970

Andy Hopkins
Andy Hopkins (Jul 28, 2022 11:27 MDT)

Jul 28, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

**Staff Contact who completed this form:** **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

**CITY OF SANTA FE**
**BIDS RECEIVED 5/27/2022 2pm/Opening**
**200 Lincoln Ave., Room 122, or P.O. Box 909, Santa Fe, New Mexico 87504-0909**
**Fran Dunaway, CPO**
**ITB #22-38-B Bio Gas Generator Maintenance**

| Date | Time | COMPANY | Email | |
|---|---|---|---|---|
| 5/27/2022 | 10:50a Received 5/27/2022 | * Smith Power Products | tamezcua@smithppi.com | |
| | | | | |
| **Bid Item** | **Article and Decription** | QTY | **UNIT** | **Unit Price** |
| 1 | 5-Year Maintenance Agreement for 2-MTU 250 kW Biogas Co-Generation units and Related Systems | 1 | Lump Sum | $1,313,568.00 |
| 2 | 5-Year Maintenance Agreement for 4-Standby Backup Facility Generator units and Related Systems | 1 | Lump Sum | $58,000.00 |

* Awarded Vendor

Witness: Kathy Sanchez Kathy Sanchez Date: 5/27/22

R. Scott Gunter R. Scott Gunter Date: 5/27/22

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Smith Power Products

Procurement Title: Award of Bid No.22/38/B –Wastewater Management Division, Paseo Real WWRF 4-Year Generator Maintenance

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 Public Utilities Department/ WWMD Staff Name Stan Holland

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

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

P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Jun 21, 2022 06:57 MDT)

Public Utilities Dept / WWMD/ Stan Holland
Department Rep Printed Name (attesting that all information included) Title Date

JoAnn Lovato
JoAnn Lovato (Jul 25, 2022 09:17 MDT)

Contracts Supervisor Jul 25, 2022

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.

*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2022

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 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 | CONTACT NAME: Lauren Daly |
|---|---|
| Leavitt Group Insurance Advisors, Inc.<br>2200 S. Main Street<br>Suite 600<br>S. Salt Lake UT 84115 | PHONE (A/C, No, Ext): (801)308-1500 FAX (A/C, No): (801)308-1427<br>E-MAIL ADDRESS: lauren-daly@leavitt.com |
| | INSURER(S) AFFORDING COVERAGE / NAIC # |
| | INSURER A: Federal Insurance Company 20281 |
| INSURED | INSURER B : |
| Smith Power Products, Inc.<br>3065 California Avenue<br>Salt Lake City UT 84104-4586 | INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 22-23 **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY / PRO-JECT / LOC<br>OTHER: | | | 3606-91-67 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Per Location/Per Location Aggregat | $ 1,000,000<br>$ 1,000,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 10,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>HIRED AUTOS / NON-OWNED AUTOS | | | 7362-26-09 | 7/1/2022 | 7/1/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Liability | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | 5671-63-96 | 7/1/2022 | 7/1/2023 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 10,000,000<br>$ 10,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 7183-35-60 | 7/1/2022 | 7/1/2023 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Garagekeepers Liability | | | 3606-91-67 | 7/1/2022 | 7/1/2023 | Each Claim<br>Aggregate | $500,000<br>$1,000,000 |

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

General Liability includes Blanket Additional Insured on Primary Non-Contributory basis per form 80-02-2367 (07/09) and Blanket Waiver of Subrogation applies as per form 80-02-2362 (04/01). Workers Comp includes Blanket Waiver of Subrogration as per form WC000313. Auto includes Blanket Additional Insured and Waiver of Subrogation as per form 16-02-0292 (11/16). Umbrella is follow form.

**CERTIFICATE HOLDER**

City of Santa Fe
1142 Siler Road #A
Santa Fe, NM 87507

**CANCELLATION**

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

Britney Burton/BRBURT

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# Additional Named Insureds

| Other Named Insureds | |
|---|---|
| 3065, LLC | Additional Named Insured |
| Sierra Freightliner | Additional Named Insured |
| SSF Investments, LC | Additional Named Insured |
| Sterling Western Star, Inc. | Additional Named Insured |


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# City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** SMITH POWER PRODUCTS INC.
DBA: SMITH POWER PRODUCTS

**Business Location:** 2511 N FRENCH DR
HOBBS, NM 88240

**CRS Number:** 03084991008

**Owner:** SMITH POWER PRODUCTS INC

**License Number:** 233190

**License Type:** Business License - Renewable

**Issued Date:** July 18, 2022

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** July 18, 2023

**Fees Paid:** $10.00

SMITH POWER PRODUCTS INC.
3065 W CALIFORNIA AVE
SALT LAKE CITY, UT 84104

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

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No. 3 to the Lease Agreement between Garson Studios Santa Fe LLC and the City of Santa Fe for the Premises Located at 1600 St. Michael's Drive, Santa Fe, NM. Allows Lessee to Request Several or All Holdover Extensions. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

**Committee Review:**

Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner - Lee Logston

Item Sponsor -

Item Tracking Number - 22-15506

Motion Type - No Recommendation

Motion Mover - Chris Rivera

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

**VOTE SUMMARY**

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 08/08/2022

Meeting Committee - Public Works and Utilities Committee

Item Title -

Request for Approval of Amendment No. 3 to the Lease Agreement between Garson Studios Santa Fe LLC and the City of Santa Fe for the Premises Located at 1600 St. Michael's Drive, Santa Fe, NM. Allows Lessee to Request Several or All Holdover Extensions. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner - Lee Logston

Item Sponsor -

Item Tracking Number - 22-15506

Motion Type - Approve as Amended

Motion Mover - Michael Garcia

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

**VOTE SUMMARY**

City of Santa Fe

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No. 3 to the Lease Agreement between Garson Studios Santa Fe LLC and the City of Santa Fe for the Premises Located at 1600 St. Michael's Drive, Santa Fe, NM. Allows Lessee to Request Several or All Holdover Extensions. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

**Committee Review:**

Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner - Lee Logston

Item Sponsor -

Item Tracking Number - 22-15506

Motion Type - No Recommendation

Motion Mover - Chris Rivera

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

**VOTE SUMMARY**

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 08/17/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of Amendment No. 3 to the Lease Agreement between Garson Studios Santa Fe LLC and the City of Santa Fe for the Premises Located at 1600 St. Michael's Drive, Santa Fe, NM. Allows Lessee to Request Several or All Holdover Extensions. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner - Lee Logston

Item Sponsor -

Item Tracking Number - 22-15506

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Michael Garcia

Motion Status -

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

**VOTE SUMMARY**

City of Santa Fe

Vote For Names - Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Amanda Chavez

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

# City of Santa Fe New Mexico
## Memorandum

**Date:** July 25, 2022

**To:** Governing Body

**From:** Lee Logston
**Lee Logston, Asset Development Manager, Office of Economic Development**

**CC:** Richard Brown Aug 16, 2022
**Rich Brown, Director**
**Community & Economic Development Department**

**RE:** **Amendment 3 to Lease Agreement Between the City of Santa Fe and Garson Studios Santa Fe, LLC.**

---

**EXECUTIVE SUMMARY:**
Request approval of Amendment No. 3 ("Amendment") to Item #19-0341 Lease Agreement between the City of Santa Fe and Garson Studios Santa Fe, LLC, for the premises located at 1600 S. St. Michael's Drive, Santa Fe, NM. The Amendment, if approved, will allow Garson to request to all of the six-month holdover extensions through August 26, 2024, as needed. .

**BACKGROUND:**
The City leases to Garson Studios, Ltd. the Garson Studio Complex, which is made up of the Garson Communication Center, the Garson Film School and the Garson Production Offices for the purpose of film and television production. The lease allows Garson Studios, Ltd. to license the locations to film production companies and other facilities throughout the campus at the discretion of the City.

Amendment No. 2 provided an eighteen-month extension to the lease term to August 26, 2022, and included four additional six-month extensions, to be granted at the City's sole discretion. This Amendment No. 3 will allow Garson to request all of the extensions at once if needed to enable obtaining a license with a production company for a longer term.

**ACTION REQUESTED:**
The Office of Economic Development respectfully requests your approval of Amendment No. 3 to the Lease Agreement.

**ATTACHMENTS:**
Proposed Amendment No. 3 to the Lease Agreement
Amendment No. 2 to the Lease Agreement
Amendment No. 1 to the Lease Agreement
Original Lease Agreement
Summary of Contracts

Procurement Checklist
Certificate of Insurance

**CITY OF SANTA FE**
**AMENDMENT #3 TO**
**THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND GARSON STUDIOS SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY**

This Amendment # 3 (the "Amendment #3") to the City of Santa Fe Lease Agreement ("Lease"), Item #19-0341, dated May 9, 2019, as amended by Amendment #1, Item #20-0257, dated May 27th, 2020 (the "Amendment #1"), as amended by Amendment #2, Item #21-0033, dated February 27,2021 (the "Amendment #2") between the CITY OF SANTA FE, New Mexico ("City", "Lessor") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("GSSF", Lessee) (collectively the "Parties") is hereby made and shall be effective on _____(Pick a GB Meeting Date), 2022.

**RECITALS**:

A. The Lessor and Lessee are parties to the Lease under which the Lessee leases a portion of the Lessor-owned real property, referred to as the Midtown Campus (hereinafter "**Midtown Campus**"), and generally located at 1600 St. Michaels Drive in the City of Santa Fe, NM. The Premises delineated in Section 1(A) and **Exhibit A** of the Lease are located within the Midtown Campus. The Lease, Amendments, and this Amendment #3 to the Lease are to facilitate the continued commercial use of the Premises for film, television, and media production.

B. The Parties to the Lease understand that the Premises and Grounds on the Midtown Campus are the subject of a development process for the redevelopment and eventual disposition of the campus to be developed over the course of the next several years. The development program at the Midtown Campus includes the ongoing operations and expansion of the film and multi-media production uses, as well as film production school and training.

C. The Parties wish to solely modify Section 3, of the Lease as set forth herein, and to keep all remaining Sections of Amendment # 2 and the underlying Lease intact.

**WITNESSETH:**

In consideration of Lessee's promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease be amended as follows:

**AMENDMENT**:

**1. Amendments to Section 3, "Term," of the Lease.**

A. By this Amendment, Section 3, "Term," of the Lease, as amended by Amendment #2, is hereby amended to add Section 3(C) as follows:

> C. Request to Utilize Holdover Extensions. Lessee may request to use several Holdover Extensions, or all the Holdover Extensions, to obtain a license with a production company for a longer term. For the purpose of enabling a license for a longer term, the City may, at its

sole discretion, grant several Holdover Extensions or all of the Holdover Extensions, extending through August 26, 2024. If the Lessee does not obtain a license for the entire period of the requested Holdover Extensions, then the approval for extensions shall be co-terminus with the period of the license obtained. Approval for the granting of this provision is pursuant to Section 32 of the Lease. In the event the City approves Holdover Extensions pursuant to this Amendment #3, the parties both waive any right to terminate the Lease without cause pursuant to Section 16 (B) of the Lease as amended in Amendment #2 during the period of such Holdover Extensions approved by the City.

Except as specifically provided in this Amendment #3, the Lease and Amendments #1 and #2 remain and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of this _____ day of _____, 2022.

LESSOR:
**CITY OF SANTA FE**

_____
ALAN WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Andrea Salazar
_____
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AT TO FINANCE:

_____
ALEXIS LOTERO, INTERMIN FINANCE DIRECTOR
5256175.460150
Business Unit/Line Item AH
ATTEST:

_____
KRISTINE M. MIHELCIC, CITY CLERK

LESSEE:
GARSON STUDIOS SANTA FE, LLC

CLAUDIO RUBEN, PRINCIPAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 30th day of June 2022, by CLAUDIO RUBEN, the Principal of Garson Studios Santa Fe LLC, a New Mexico limited liability company.

JESSICA LOYA
Notary Public - State of New Mexico
Commission # 1137816
My Comm. Expires Apr 20, 2026

Notary Public
My commission expires: April 20, 2026

**CITY OF SANTA FE**
**AMENDMENT # 2 TO**
**THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND GARSON STUDIOS SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY**

This Amendment # 2 (the "Amendment #2") to the City of Santa Fe Lease Agreement ("Lease"), Item # 19-0341, dated May 9, 2019, as amended by Amendment # 1, Item # 20-0257, dated May 27th, 2020 (the "Amendment #1") between the CITY OF SANTA FE, New Mexico ("City", "Lessor") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("GSSF", Lessee) (collectively the "Parties") is hereby made and shall be effective on February 27th, 2021.

**RECITALS:**

A. The Lessor and Lessee are parties to the Lease under which the Lessee leases Lessor-owned real property, referred to as the Midtown campus (hereinafter "**Midtown Campus**"), and generally located at 1600 St. Michaels Drive in the City of Santa Fe, NM. The Premises delineated in Section 1(A) and **Exhibit A** of the Lease are located within the Midtown Campus. The Lease and this Amendment # 2 to the Lease are to facilitate the continued commercial use of the Premises for film, television, and media production.

B. By virtue of the Term currently in effect under Amendment # 1, Section 2(A) (amending Section 3(A) of the Lease), and under the Shelter in Place Extension under Amendment # 1, Section 2(C) (amending Section 3(E) of the Lease), the Term of this lease has been extended through February 26, 2021.

C. The Parties to the Lease understand that the Premises and Grounds on the Midtown Campus are the subject of a Request for Expressions of Interest process ("**RFEI**") for the redevelopment and eventual disposition of the campus to be developed over the course of the next several years. The development program at the Midtown Campus includes the ongoing operations and expansion of the film and multi-media production uses, as well as film production school and training.

D. The parties wish to solely modify Sections 1, 3, 4, and 16 of the Lease as set forth herein, and to keep all remaining Sections of Amendment # 1 and the underlying Lease intact.

**WITNESSETH:**

In consideration of Lessee's promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease be amended as follows:

**AMENDMENT:**

**1. Amendments to Section 1, "Premises Granted," of the Lease and Amendment #1.**

A. By this Amendment, Section 1(A), "Exclusive Use," of the Lease, as amended by Section 1(A) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

A. Exclusive Use. Lessor allows Lessee to exclusively use and occupy, and subject to the terms and conditions of this Lease, that certain portions of existing Lessor-owned property, as described below and shown on **Exhibit A** attached to the Lease and incorporated herein (the "**Premises**"). The Premises consists of the following Lessor-owned real property located at 1600 St. Michael's Drive, Santa Fe, New Mexico and includes the Lessor's personal property within it:

| Garson Studios Area | Quantity |
|---|---|
| Department Head Office | 330 Square Feet |
| Stages A, B & C and Production Offices | 29,168 Square Feet |
| Parking Lot G | 4.6 Acres |

B. By this Amendment, Section 1(C), "Non-Exclusive Ingress and Egress across Grounds," of the Lease, as amended by Section 1(B) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

C. Non-Exclusive Ingress and Egress across Grounds. Lessor grants the Lessee non-exclusive ingress and egress to the Premises through the Lessor-owned property at Midtown campus located at 1600 St. Michael's Drive in Santa Fe, New Mexico described and shown on **Exhibit B** (the "**Grounds**"), subject to any existing or future leases, licenses, permitted uses or occupancies by others by the Lessor, upon portions of property on the Grounds that the Lessor may, without limitation, enter into or assign.

**2. Amendments to Section 3, "Term," of the Lease.**

A. By this Amendment, Section 3(A), "Term," of the Lease, as amended by Section 2(A) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

A. Term. The term of this Lease, (the "**Term**"), commenced at 12:00 a.m. on the Effective Date of the Lease. The Lease shall terminate at midnight on August 26, 2022.

B. By this Amendment, Section 3(B), "Twenty-Four Month Maximum Holdover," of the Lease, as set forth in Section 2(B) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

B. Holdover Extensions. Six (6) months prior to the expiration of the Term of this Lease or any Holdover Extension previously granted by the City pursuant to this Section 3(B), the City may at its sole discretion grant the Lessee a six (6) month extension of the Lease's term then in effect (each such period being a "**Holdover Extension**"). There may be up to four (4) such Holdover Extensions of six (6) months each.

**3. Amendment to Section 4, "Use of Premises and Grounds," of the Lease.**

A. By this Amendment, Section 4(A), "Licensed Use," of the Lease, as amended by Section 3(A) of Amendment # 1, shall be removed and replaced in its entirety with the following:

A. Licensed Use; Adjustment of Premises Footprint During Term. Lessee shall use the Premises for the purpose of licensing its use by film, television, and media production entities ("**Production Entities**") to produce films, broadcast media, or television shows ("**Films**") and for the purposes of commercial uses associated with the Production Entities'



CL

Allowed Use of the property. Lessee shall not license or otherwise encumber the Premises or Grounds for any other purpose without Lessor's prior written approval.

**4. Amendments to Section 16, "Termination," of the Lease.**

A. By this Amendment, Section 16(A), "Termination by Lessor," of the Lease, as amended by Section 7(A) of Amendment # 1, is hereby removed and replaced in its entirety with the following:

> A. Termination for Cause by Lessor. In addition to Lessor's right of non-renewal as described in Section 3(B) of this Lease, Lessor may only terminate this Lease for cause upon Lessee's failure to comply with any provisions contained herein. Prior to termination for cause, Lessor shall hand-deliver or mail notice to Lessee via certified or registered mail specifying:
>
> > (i) the breach by Lessee;
> > (ii) the action required by Lessee to cure the breach;
> > (iii) a date, not less than fifteen (15) days from the date the notice is hand-delivered or mailed to Lessee, by which such breach must be cured; and
> > (iv) that failure to cure the such breach on or before the date specified in the notice will result in termination of the Lease.

B. By this Amendment, Section 16(B), "Termination by Lessee," of the Lease, is hereby removed and replaced with the following:

> B. Termination Without Cause by Lessee or Lessor. Lessee may terminate this Lease with written notice to Lessor at least one-hundred eighty (180) days prior to the termination date. Lessor may terminate this Lease in the exercise of its right of non-renewal pursuant to Section 3(B) of this Lease with written notice to Lessee at least one-hundred eighty (180) days prior to the expiration of the Term or any Holdover Extension then in effect.

Except as specifically provided in this Amendment # 2, the Lease and Amendment # 1 remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of this 15th day of February, 2021.

LESSOR:
**CITY OF SANTA FE**

ALAN WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Andrea Salazar
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AT TO FINANCE:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

ATTEST:

Kristine Mihelcic (Feb 15, 2021 23:34 MST)
KRISTINE M. MIHELCIC, CITY CLERK GC
GC
GB MTG 02/10/2021

LESSEE:
GARSON STUDIOS SANTA FE, LLC

Claudio Ruben for Garson Studios Santa Fe LLC

CLAUDIO RUBEN, PRINCIPAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 1 day of February 2021, by CLAUDIO RUBEN, the Principal of Garson Studios Santa Fe LLC, a New Mexico limited liability company.

Notary Public
My commission expires: July 23 2022

OFFICIAL SEAL
Zayra Sanchez
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires July 23 2022

ITEM # 20-0257

**CITY OF SANTA FE**
**AMENDMENT # 1 TO**
**THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND GARSON STUDIOS SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY**

This Amendment No. 1 (the "Amendment") is an amendment to the City of Santa Fe Lease Agreement ("Lease"), Item # 19-0341, dated May 9, 2019, between the CITY OF SANTA FE, New Mexico ("City", "Lessor") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("GSSF", Lessee) (collectively the "Parties") shall be effective on _____, 2020.

**RECITALS:**

A. The Lessor and Lessee are parties to the Lease under which the Lessee leases Lessor-owned real property, referred to as the Midtown campus (hereinafter "**Midtown Campus**"), and generally located at 1600 St. Michaels Drive in the City of Santa Fe, NM. The Premises delineated in Section 1(A) and Exhibit A of the Lease are located within the Midtown Campus. The Lease and this Amendment No. 1 to the Lease are to facilitate the continued commercial use of the Premises for film, television, and media production.

B. By virtue of the holdover period currently in effect under Section 3(B) of the Lease, the original Term set forth in Section 3(A) of the Lease has previously been extended through November 8, 2020.

C. The Parties to the Lease understand that the Premises and Grounds on the Midtown Campus are the subject of a Request for Expressions of Interest ("**RFEI**") for redevelopment and will be disposed of and developed over the course of the next several years. The development program at the Midtown Campus includes the ongoing operations and expansion of the film and multi-media production uses, as well as film production school and training.

D. The parties wish to solely modify Sections 1, 3, 4, 5, 6, 10, and 16 of the Agreement and to keep all remaining Sections of the Agreement intact.

**WITNESSETH:**

In consideration of Lessee's promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that the Lease be amended as follows.

**AMENDMENT:**

**1. Amendments to Section 1, "Premises Granted," of the Lease.**

A. Section 1(A) description of the "Premises" that are the subject of the Lease shall be amended to include the Lessor-owned real property at 1600 St. Michael's Drive, Santa Fe, New Mexico, including Lessor's personal property within it, as described in "**Exhibit 1**" to this Amendment.

B. Section 1(C), "Non-Exclusive Ingress and Egress across Grounds," of the Lease is hereby amended to add the following conclusory sentence at the end of the paragraph:

> Notwithstanding any other provision in this Lease, Lessor may also impose reasonable restrictions on Lessee's ingress and egress, and other limitations on Lessee's use of the Grounds, based on construction or future development of the Grounds, provided Lessor provides Lessee with at least 90 days' notice in writing of any such limitation on use.

**2. Amendments to Section 3, "Term," of the Lease.**

A. By this Amendment, Section 3(A), "Term," of the Lease is hereby removed and replaced with the following:

> A. Term. The term of this Lease, (the "**Term**"), commenced at 12:00 a.m. on the Effective Date of the Lease. The Term of this lease shall terminate at midnight on November 8, 2020.

B. Section 3(B), "Thirty-Six Month Maximum Holdover," of the Lease is hereby removed and replaced with the following:

> B. Twenty-Four Month Maximum Holdover.
>
> (i) In the event Lessee enters into a third-party license agreement with Big Sky Productions, LLC, or its designee, (hereinafter "Production Entity"), for any use of the Premises authorized under the Lease, then the Term of the Lease shall be automatically extended to midnight on July 31, 2021, provided that Lessee must notify Lessor or its successor(s) in interest in writing on or before August 31, 2020, that this contingency has been met; and
>
> (ii) In the event the Production Entity exercises an option for a second year of production on the Premises pursuant to the terms and conditions of the third-party license agreement being contemplated between Lessee and the Production Entity, then the Term of the Lease shall be automatically extended to midnight on July 31, 2022, provided that Lessee must notify Lessor or its successor(s) in interest in writing on or before June 30, 2021, that this contingency has been met.

C. The following language shall be added to the Lease as Section 3(E):

> E. 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 full use of the Premises by Lessee or Lessee's licensees for its intended use stated within the License, then the Term of this Lease, 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 Lessee's or licensees' full use of the Premises.

D. The following language shall be added to the Lease as Section 3(F):

F. Other Production Delays. In the event any Allowed Uses that are the subject of a third-party license agreement between Lessee and the Production Entity, are delayed for a period in excess of 14 days due to circumstances outside Lessee's control, then the Term of this Lease, or any holdover period then in effect, shall automatically be extended for a period equal to the full duration of each such production delay. Such extensions may not exceed three (3) months cumulatively.

E. The following language shall be added to the Lease as Section 3(G):

G. Disposition and Development Agreement. It is understood and agreed that Lessor intends to enter into a Disposition and Development Agreement (DDA) with a master developer during the Term of this Lease. Notwithstanding the execution of any such DDA, this Lease shall remain in full force and effect as against Lessor or its successor(s) in interest unless and until it expires or is terminated as set forth herein.

**3. Amendment to Section 4, "Use of Premises and Grounds," of the Lease.**

A. Section 4(A), "Licensed Use," shall be removed and replaced with the following:

A. Licensed Use; Adjustment of Premises Footprint During Term. Lessee shall use the Premises for the purpose of licensing its use by film, television, and media production entities ("**Production Entities**") to produce films, broadcast media, or television shows ("**Films**") and for the purposes of commercial uses associated with the Production Entities' Allowed Use of the property. Lessee shall not license or otherwise encumber the Premises or Grounds for any other purpose without Lessor's prior written approval.

Although the Premises includes Lot G for parking, Lessor and its successor(s) in interest reserve the right, commencing on August 1, 2021, to exclude portions of Lot G from the Premises for the purpose of future development of the Midtown Campus. If the Lessor excludes portions of Lot G, Lessor shall thereafter provide Lessee comparable access and parking for the Premises during the remainder of the Term, and any holdover period granted to Lessee.

B. Section 4(B), "Allowed Uses," of the Lease shall be removed and replaced with the following:

B. Allowed Uses. The Lessee may allow its licensees to use and occupy the Premises for Film production, production office, parking, and storage uses related to the Films ("**Allowed Uses**"). Other than the limited rights of ingress and egress upon the Grounds as set forth in Section 1(C) of this Lease, Allowed Uses does not include any license or use of the Grounds by Lessee or its licensees without prior written approval by Lessor. Production of obscene material, deemed by the Supreme Court of the United States as not protected by the First Amendment of the U.S. Constitution, is expressly understood to be prohibited and not an Allowed Use. Failure of the Lessee to restrict the use of the Premises as provided herein shall be deemed a substantial breach of this Lease and may constitute grounds for immediate termination by Lessor.

**4. Amendment to Section 5, "Licenses" of the Lease**

1. Delete in its entirety Section 5 (D) of the Agreement and replace with the following:

D. Lessor Approval Required. Prior written approval by the Lessor shall be required before Lessee may enter into any License agreement. Lessee shall get written approval from the City prior to offering and negotiating areas within the Premises and Grounds to ensure coordination with the disposition and development plans between the City and master developer. Prior to executing a License Agreement between the Lessee and the Production Entity, the Lessee shall submit a License Use Summary ("License Use Summary") to the Lessor for approval. Once approved by the City, the License Use Summary shall become an Exhibit to the completed License Agreement between the Lessee and the Production Entity. Said License Use Summary shall, at a minimum, include the following information: (a) Name of Production Entity, including the name of corporate entity and affiliates, contact information of authorized corporate entity; (b) Identification of area of Premises and Grounds to be licensed to the Production Entity; (c) Specific use of Premises and Grounds; (d) Term of use of Premises and Grounds. The Lessor maintains the right to request additional information to review and provide License Agreement approval.

**5. Amendment to Section 6, "Rent," of the Lease.**

A. Section 6(A)(i) of the Lease is deleted and replacing with the following:

(i) Base Rent. "**Base Rent**" shall be the base rent for each month for the Premises or the Temporarily Reduced Premises shall be calculated pursuant to **Exhibit 1** of this Amendment. Base Rent shall also include areas of Grounds included in the License, which shall be calculated based on the Market Rent Appraisal attached in "**Exhibit 2**" to this Amendment, as may be amended at the Lessor's sole discretion.

**6. Amendment to Section 10, "Assignment or Transfer; No Subleasing of the Lease.**

A. The following language shall be added to the Lease as Section 10(b) to the Agreement:

b. Lessor may assign or otherwise transfer its rights under this Lease to another Lessor, upon written notice to Lessee.

**7. Amendment to Section 16, "Termination," of the Lease.**

A. Section 16(A), "Termination by Lessor," of the Lease is hereby removed and replaced with the following:

A. Termination by Lessor. Lessor may only terminate this Lease for cause upon Lessee's failure to comply with any provisions contained herein. Prior to termination for cause, Lessor shall hand-deliver or mail notice to Lessee via certified or registered mail specifying:

(i) the breach by Lessee;
(ii) the action required by Lessee to cure the breach;
(iii) a date, not less than fifteen (15) days from the date the notice is hand-delivered or mailed to Lessee, by which such breach must be cured; and
(iv) that failure to cure the such breach on or before the date specified in the notice will result in termination of the Lease.

Except as specifically provided in this Amendment #1, the Agreement remains and shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 as of this _____ day of _____, 2020.

LESSOR:
**CITY OF SANTA FE**

ALAN WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

*/s/ Andréa Salazar for*
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED AT TO FINANCE:

MARY T. MCCOY, FINANCE DIRECTOR

ATTEST:
Kristine Mihelcic (Feb 3, 2021 12:07 MST)
YOLANDA Y. VIGIL, CITY CLERK
BB 5/27/20

LESSEE:
GARSON STUDIOS SANTA FE, LLC

Claudia Ruben

CLAUDIO RUBEN, PRINCIPAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 9th day of June 2020, by CLAUDIO RUBEN, the Principal of Garson Studios Santa Fe LLC, a New Mexico limited liability company.

Notary Public

My commission expires:

OFFICIAL SEAL
RANDALL BROKESHOULDER
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires 04/20/2022

KDC/Cienda acknowledges that the City consulted with them before modifying these lease terms pursuant to Section 3.1 of the parties exclusive negotiation agreement period:

Scott Ozymy, Vice President of KDC Cienda
SF Investments One GP LLC, a Texas limited liability company

ITEM # 19.0341

FNo500031

CITY OF SANTA FE
Received
MAY 09 2019
FINANCE DEPT.

**LEASE AGREEMENT**
**GARSON STUDIOS**
**1600 ST. MICHAEL'S DRIVE**
**SANTA FE, NEW MEXICO**

This LEASE AGREEMENT ("**Lease**") is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("**Lessor**") and GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company ("**Lessee**"), collectively the "**Parties**".

**WITNESSETH:**

In consideration of the Lessee's promises herein, Lessor grants Lessee a Lease, terminable as hereinafter provided, to enter on and make use of the real property of Lessor as follows:

**1. PREMISES GRANTED**

A. Exclusive Use. Lessor allows Lessee to exclusively use and occupy, and subject to the terms and conditions of this Lease, that certain portion of existing Lessor-owned property, as described below and shown on **Exhibit A** attached hereto and incorporated herein (the "**Premises**"). The Premises consists of the following Lessor-owned real property located at 1600 St. Michael's Drive, Santa Fe, New Mexico and includes the Lessor's personal property within it:

| Garson Studios Area | Quantity |
|---|---|
| Department Head Office | 330 Square Feet |
| Stages A, B & C and Production Offices | 29,168 Square Feet |
| Parking Lot G | 4.6 Acres |

B. Option to Temporarily Reduce the Premises. Lessee has the exclusive option to temporarily reduce the area of Premises if the areas to be reduced are not licensed, used, occupied or otherwise encumbered by the Lessee or any licensee of the Lessee during the period of time in which the temporary reduction occurs. Five days before the beginning of any month in which the Lessee will be exercising the option to temporarily reduce the Premises, Lessee shall notify the Lessor of the portions of the Premises which are not reduced ("**Temporarily Reduced Premises**"), the beginning and end dates of the reduction, and the Base Rent that will be due on the first of the month under Lease Section 6.A.

C. Non-Exclusive Ingress and Egress across Grounds. Lessor grants the Lessee non-exclusive ingress and egress to the Premises through the Lessor-owned property at Midtown campus located at 1600 St. Michael's Drive in Santa Fe, New Mexico described and shown on **Exhibit B** (the "**Grounds**"), subject to any existing or future leases, licenses, permitted uses or occupancies by others by the Lessor, upon portions of property on the Grounds that the Lessor may, without limitation, enter into or assign.

D. Condition. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises and Grounds or as to the use which may be made thereof.

**2. EFFECTIVE DATE**

This Lease shall become effective when signed by the Lessor and the Lessee, whichever occurs last (the **Effective Date**).

**3. TERM**

A. Term. The term of this Lease shall commence at 12:00 a.m. on the Effective Date. The term of this Lease (the "**Term**") shall terminate at midnight of the day that occurs one calendar year after the Effective Date).

B. Thirty-Six Month Maximum Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease, such possession may, at the sole option of Lessor, be continued for one or

more six-month holdover period(s) up to a maximum of thirty-six months and shall terminate no later than midnight of the day that occurs four calendar years after the Effective Date, and the terms and conditions of the Lease shall be otherwise applicable. Lessor's approval of each six-month holdover period is deemed granted unless the Lessor gives notice otherwise at any time prior to the expiration of the Term or holdover in effect at the time such notice is given, per conditions specified in Sections 16 and 18 of this Lease.

C. Validity of Licenses. The expiration or termination of this Lease shall not affect the validity of any license which has received prior written approval by the Lessor for use of the Premises, and which was made by the Lessee prior to the expiration or termination of this Lease.

D. No Renewal or Extension. This Lease may not be renewed or extended by the Parties, except as provided in Part 3.B of this Lease. If Lessee wishes to have a lease agreement at the termination or expiration of this Lease, the Lessee shall contact the Lessor at least two months prior to such expiration or termination to initiate discussions of a new lease agreement.

**4. USE OF PREMISES AND GROUNDS**

A. Licensed Use. Lessee shall use the Premises and Grounds for the purposes of licensing their use by film, television, and media production entities (**"Production Entities"**) to produce films, broadcast media, or television shows (**"Films"**) and for the purposes of commercial uses associated with the Production Entities' Allowed Use of the property.

Lessee shall not license or otherwise encumber the Premises or Grounds for any other purpose, without prior written approval by the Lessor. Lessee may use the Premises and Grounds or portions thereof for Allowed Uses which are not licenses or encumbrances without notifying or seeking consent of the Lessor.

B. Allowed Uses: The Lessee may allow its licensees to use and occupy the Premises or Grounds for Film production, production office, parking, and storage uses related to the Films ("Allowed Uses"). Other commercial uses associated with Production Entities are allowed without the prior consent of the Lessor. Production of obscene material, deemed by the Supreme Court of the United States as not protected by the First Amendment of the U.S. Constitution, is expressly understood to be prohibited and not an Allowed Use. Failure of the Lessee to restrict the use of the Premises as provided herein shall be deemed a substantial breach of this Lease and may constitute grounds for immediate termination by Lessor.

C. Improvements and Alterations. Lessee shall not develop, improve, or otherwise alter, and shall not allow others to develop, improve or otherwise alter the Premises or Grounds, without prior written approval by the Lessor. Lessee shall own any improvements that the Lessee places, or causes to be placed, on the Premises or Grounds during the Term of this Lease, unless the Parties agree otherwise in writing. Upon termination of this Lease, title to any and all such improvements shall pass to Lessor.

D. Trade Fixtures. Lessee shall not install trade fixtures on the Premises or Grounds without prior written approval by the Lessor. All trade fixtures installed by Lessee after the Effective Date of this Lease shall remain the property of Lessee, who shall remove the same upon termination of this Lease, provided that removal shall be done in such a manner as not to injure or damage the Premises or Grounds.

In the event that Lessee fails to remove the trade fixtures, Lessor may require Lessee to remove the same. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

E. Repairs and Maintenance. Lessee shall not cause or allow any waste, damage, or injury to the Premises or Grounds or to any improvements made to the Premises or Grounds. Lessee shall keep and maintain the Premises in

good and clean condition at all times and shall promptly perform or cause to be performed any and all required repairs and replacements that arise within the Premises during the Term of this Lease. The cost of repairs and replacements to building systems necessary for occupancy and proper functioning of the buildings in which the Premises are located, such as HVAC, electrical, plumbing, fire alarm and suppression, and roofing systems, shall be performed by the Lessor at its sole expense.

For the purposes of this Section 4E, unless otherwise approved in advance in writing by the Lessor, Lessee's responsibilities for repairs and maintenance of the Premises shall not include major capital improvements such as repairs and replacements to major building systems such as roof membrane systems, heating/ventilation/air-conditioning systems, electrical and plumbing systems, roof and wall structural systems.

In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor as determined in Lessor's sole discretion, Lessor may terminate this Lease, in accordance with Section 16 herein.

F. Contractors. Any contractor used by the Lessee to repair, maintain or otherwise service the Premises shall be licensed, bonded and insured. These contractual arrangements and costs are the responsibility of Lessee and qualify as Operational Expenses, defined herein.

G. Weight Loads. Lessee shall not allow any vehicles or heavy equipment in the licensed stages on the Premises, without the prior written authorization of the Lessor.

H. Security Guards and Fire Protection Personnel. Lessor shall not bear any responsibility to provide, pay for or otherwise provision security guards and/or fire protection personnel, which Lessor, Lessee, or a licensee may reasonably require for the protection of their respective property and the Premises.

I. Fires, Firearms, Explosives, and Hazardous Wastes. Lessee shall not conduct any dangerous or illegal activities at the Premises or Grounds; keep any toxic, hazardous, dangerous or offensive materials on the Premises or Grounds; or keep substances or articles in or about the Premises or Grounds or any other part of the Lessor's property which will in any way impair or invalidate, or increase the premium costs of insurance policies carried by the Lessor.

Lessee shall not light fires or discharge firearms, smoke effects, or explosives on or about the Premises or Grounds without having first obtained all necessary permits from any and all appropriate governmental authorities and permission from the City's Fire Chief. Lessee shall in all cases have employed or require its licensee to employ a licensed operator to discharge firearms or explosives. Lessee shall secure or shall ensure that any licensee has secured, at the end of each production day, all firearms and explosives brought on the Premises or Grounds by Lessee or its licensee.

Lessee hereby specifically indemnifies and agrees to hold the City and the City's employees, officers, managers, agents and assignees harmless from and against any and all liability, causes of action, damages, costs or expenses, including without limitation reasonable outside attorney's fees, directly arising out of or in any way connected with the use or possession by Lessee or its licensee of firearms, fires, smoke effects, noxious gases and explosives at the Premises or Grounds.

Lessee shall have the sole responsibility for the daily removal and legally proper disposal of all hazardous wastes from the Premises. Lessee shall not spray or otherwise utilize any toxic or hazardous material inside the Premises or Grounds without prior written consent from the Lessor. Any such approved use of toxic or hazardous material shall comply with all applicable legal requirements. Under no circumstance shall Lessee alter in any way, or use for any production purpose, any firehose, sprinkler system or equipment supplying water to the hoses or sprinkler system.

J. Security. The Lessor reserves the right, in its reasonable but sole discretion, to refuse admittance to the Premises or Grounds to any employee, licensee, or other person associated with Lessee who behaves in a negligent or dangerous manner that could result in harm to the Premises or Grounds, or people.

K. Photographic rights. Lessor hereby acknowledges that Lessor does not have any interest in Lessee's or its licensee's still photography, film or other recording on or of the Premises or Grounds, nor any right of action against a licensee or any other party arising out of any use of said photography. Lessor hereby grants to Lessee, its licensees, assigns, and successors the irrevocable and perpetual right, worldwide, in any manner and in any media to use and exploit the films, photographs, and recordings made of or on the Premises or Grounds in connection with the Films in such manner and to such extent as Lessee desires in its sole discretion. Lessee and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the Premises or Grounds, in perpetuity, throughout the universe. Lessor has no rights of whatever nature, including without limitation all copyrights, in all films, photographs and recordings made of or on said Premises or Grounds in connection with the Film and including, without limitation, the exclusive right to assign and/or license Lessee's or its licensee's rights without restriction or impairment of any kind.

In the event of a breach of this Lease by Lessee or breach of a license by a licensee, Lessor shall not have the right to enjoin or otherwise restrain the production, marketing, or exploitation of the Film.

L. Confidentiality. The Lessor shall not use any name, logo, Film title, trademark or other proprietary mark of Lessee or its licensees in any manner. The Lessor agrees to not officially publicize, advertise or promote the appearance of the Premises or Grounds in the Films, without the prior written consent of Lessee or its licensee. The Lessor's confidentiality obligations hereunder shall apply to any and all media, including, without limitation, any social networking site; microblogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook and Twitter). Lessee acknowledges that the owner and lessor of the Premises and Grounds is the City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico and, as such, is required to comply with the State of New Mexico Inspection of Public Records Act (IPRA) and, to the extent that Lessor possesses written or electronic information about the Film, that Lessor may be required by law to release that information pursuant to an IPRA information request.

In acknowledgement of the above, and to maintain confidentiality regarding the Film, the Parties agree as follows:

Lessee shall not transmit to Lessor any information regarding the Film that any licensee desires to remain confidential including, without limitation, information and photographs regarding a licensee, participants in the Film (e.g., actors, producers, crew, etc.), the set, storylines and methods of production of the Film and any other non-public information (whether written, electronic, graphic or any other form).
Lessor shall use reasonable care in its responses to IPRA requests to protect, as allowed by law, any of Lessee's or its licensee's confidential information.

M. Compliance with Laws. Lessee's use of the Premises and Grounds shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) and the City's Noise Ordinance (§10-2 SFCC 1987). Failure of Lessee to comply with conditions of use of the Premises and Grounds as provided herein shall be deemed a breach of this Lease and may constitute grounds for termination of this Lease by the Lessor pursuant to Section 16 of this Lease.

N. Stage Manager. The Lessee shall cause its licensees to be solely responsible to contract with and assume all costs for a Stage Manager approved in advance in writing by the Lessor. The Stage Manager shall comply with all legal, regulatory, and contractual requirements for use of the Premises and Grounds and shall seek and obtain prior written approval by the Lessor for the Lessee or its licensees to use certain personal property in the production of the Film. The Stage Manager shall regulate licensees' ingress, egress and filming on the Premises and Grounds.

O. Condition of Premises and Grounds upon Surrender. Upon expiration or termination of this Lease, Lessee shall, at its expense, strike and remove all sets, materials and equipment placed upon the Premises and Grounds by Lessee

other than the personal property purchased as an Operational Expense, and shall clean the Premises, steam clean the office carpet, and remove all residue and articles of rubbish so as to leave the Premises in substantially the same condition as when Lessee took possession thereof, reasonable wear and tear excepted. In the event Lessee lays materials on or paints any portion of the stage floor, wall, or cyclorama, or makes any alterations as described herein with the Lessor's approval, Lessee shall either restore or compensate the Lessor for restoration of that portion of the premises. Further, to the extent deemed necessary by the Lessor due to the condition of the Premises, the cost of a professional cleaning service will be charged to the Lessee, provided that the Lessor shall provide Lessee with three (3) days prior written notice via email and an opportunity to clean Premises prior to the Lessor charging for such cleaning.

Pursuant to its obligation under the Lease, Lessee specifically agrees to repaint the stage floors whichever stage(s) Lessee uses (Stage A, Stage B and/or Stage C) in a reasonable and professional manner under the direction of the Stage Manager as follows: Dunn-Edwards Rustoleum matte water-based urethane, "Walrus" color; for Stage A, minimum 25 gallons; for Stage B, minimum 12 gallons; for Stage C, minimum 7 gallons. Amounts may be doubled if a second coat is required at the discretion of the Lessor or Stage Manager. For the Green Screen, the use of Mann Brothers paint (or equivalent) is required in the color Digital Green- Vara Bond, Acrylic Latex Flat.

P. Failure to Comply. Failure of Lessee to comply with conditions of use of the Premises and Grounds as provided herein shall be deemed a breach of this Lease and may constitute grounds for termination of this Lease by the Lessor pursuant to Section 16 of this Lease.

**5. LICENSES**

A. Duty to License Use of Premises. Lessee shall actively pursue and enter into licenses with Production Entities for the use of the Premises or portions thereof. Lessee shall be the "Licensor" to licensees of the Premises.

B. Licensed Use of Grounds. Lessee may license the exclusive use of portions of the Grounds to Production Entities for Films.

C. Form License. Lessee shall use the form license agreement ("**Form License**"), attached as **Exhibit C**, incorporated herein, to license the use of the respective Premises or Grounds or portions thereof, to respective Production Entities. The licensing of the Lessor's personal property, with the exception of typical office furniture, is not included on the Form License and must be approved in writing before any license for such may be entered into.

D. Lessor Approval Required. Prior written approval by the Lessor shall be required before Lessee may enter into any License agreement.

E. Acceptance and Feasibility. In entering this Lease, Lessee agrees that the explicit terms in the Form License are acceptable to the Lessee and feasible for the Lessee to execute.

F. Termination or Expiration of License. Lessee shall immediately notify the Lessor upon any one or more of the following events: Lessee's receipt of notice that a licensee intends to terminate a license with Lessee; Lessee's intent to terminate a license with a licensee; or the termination or expiration of a License.

**6. RENT**

During the Term of and in consideration of this Lease and the demise of the Premises or Temporarily Reduced Premises by Lessor to Lessee, Lessee hereby agrees and covenants with Lessor to pay for said Premises or Temporarily Reduced Premises the Net Base Rent on the first day of each month in which the use accrues for duration of the Term.

A. Net Base Rent. "**Net Base Rent**" equals the Base Rent or Revised Base Rent, less eligible direct out-of-pocket operational expenses in furtherance of the Lease for that month. For any individual Operational Expense to be eligible for deduction from the Base Rent or Revised Base Rent, such expense must be less than Five Hundred Dollars ($500.00), unless Lessee obtains prior written approval from Lessor. In addition, prior written Lessor

approval is required if the total Operational Expenses in any given month exceeds Ten Thousand Dollars ($10,000.00). Net Base Rent equals Base Rent or Revised Base Rent, minus Operational Expenses.

(i) Base Rent: "**Base Rent**" shall be the base rent for each month, which shall be calculated as the sum of the respective Quantities of each designated Garson Studio Area comprising the Premises or Temporarily Reduced Premises in the month in which the use accrues, multiplied by the corresponding Annual Rates shown in the following table, and divided by the twelve months of the year:

| Garson Studios Area | Quantity | Units | Annual Rate | Monthly Rent |
|---|---|---|---|---|
| Department Head Office | 330 | Square Feet | $15.47 per SF | $425 |
| Stages A, B & C and Production Offices | 29,168 | Square Feet | $22.45 per SF | $54,575 |
| Parking Lot G | 4.6 | Acres | $13,015 per Acre | $5,000 |
| BASE RENT FOR THE PREMISES | | | | $60,000 |

(ii) Revised Base Rent. If an MAI-certified appraiser licensed by the State of New Mexico establishes via a real estate appraisal ("**Appraisal**") that the monthly fair market rent (the "**MFMR**") of the Premises or Temporarily Reduced Premises differs by more than 5% from the Base Rent as stated herein, then the Lessor shall obtain the Appraisal and notify Lessee of the Base Rent established thereby. The revised base rent ("**Revised Base Rent**") shall equal the MFMR in the Appraisal and will be due on the first day of the month after the expiration of sixty (60) days' notice to the Lessee.

(iii) Termination. Upon notification of the Revised Base Rent by Lessor, Lessee may terminate this Lease in accordance with Section 16 of this Lease. In such event, the Parties agree to negotiate in good faith to establish the amount of the Base Rent due for the period that Lessee occupied the Premises prior to termination.

(iv) Operational Expense. "**Operational Expense**" shall mean any and all expense incurred by Lessee in connection with the operation, maintenance and repair of the Premises as necessary for a licensees' production of Films, including, but not limited to, the following: purchases of personal property including without limitation durable, moveable equipment such as refrigerators, washer and dryers, microwaves and coffee machines which are not considered fixtures; charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas, oil and other utilities unless otherwise assigned in Section 8.; security; pest control; cleaning of windows; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; governmental permits; cleaning supplies; services or management contracts with independent contractors; and the costs of any other items which, under generally accepted accounting principles consistently applies to the Premises. Operational Expenses shall not include any expense which is paid by a licensee, interest, amortization, or other payments on loans to Lessee, whether secured or unsecured; insurance costs; depreciation of the Premises and Grounds or other said improvements; ground rent; leasing commissions; salaries, wages or other compensation paid to officers or executives of Lessor; or income, excess profits or other such taxes imposed on the income of the Lessee from the operation of the Project. All personal property purchased or the value thereof, shall remain on the Premises and become the personal property of the Lessor upon the termination or expiration of this Lease.

(v) Any payment due under the Lease not received by the Lessor within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.

B. Grounds License Income: Lessee shall pay to the Lessor without demand and by the first day of the following month after any income is received by the Lessee for Allowed Uses of the Grounds licensed under this Agreement ("**Grounds License Income**"), the following: 100% of the Grounds License Income.

C. Sole Financial Responsibility. In consideration for Lessee's use of the Premises and Grounds as granted by this Lease, Lessee assumes sole financial responsibility for the operation and maintenance of the Premises and shall operate and maintain the Premises at no cost to the Lessor, unless as otherwise provided for herein.

**7. RECORDS, ACCOUNTS, AUDITS**

A. Monthly Report. When Lessee remits the monthly Rent to the Lessor, Lessee shall, without demand, provide to

the Lessor a monthly and "to-date" report that shall include all of the following items:
(i) Amount due from each licensee per building and real and personal property licensed;
(ii) Amount paid by each licensee to Lessee;
(iii) Amount of Grounds License Income paid by Lessee to Lessor;
(iv) Operational Expenses with supporting documentation including without limitation, invoices, and prior written Lessor approval, as applicable herein; and
(v) Amount of Net Base Rent paid by Lessee to Lessor.

B. Lease Summary Report. At the termination or expiration of this Lease, Lessee shall submit, without demand, a written summary report "Lease Summary Report" pertaining to Premises, Temporarily Reduced Premises, Net Base Rent, Base Rent/Revised Base Rent, Grounds License Income and Operational Costs for Term.

C. Separate Account. All Grounds License Income must be deposited and maintained in a separate account and shall not be co-mingled with any other funds.

D. Records Inspection and Audit. The Lessee shall maintain, throughout the Term of this Lease and for a period of six years thereafter, all records pertaining to this Lease and Licenses, including but not limited to all amounts received and paid, invoices, receipts and financial accounts. These records shall be subject to inspection upon request by the Lessor. The Lessor shall be entitled to cause independent certified public accountants to conduct an audit of the books and records maintained pursuant to this Lease. The right to conduct an audit includes the right to make tests of the Lessee's accounting records and such other auditing procedure that are appropriate under the circumstances. The audit may be conducted after reasonable notice during regular business hours.

**8. UTILITIES & SERVICES**
Beginning on the Effective Date and until the termination of this Lease, the responsibility and costs for providing utilities and services to the Premises and Grounds shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor. Any water usage that exceeds regular and reasonable usage requires prior written approval from the Lessor and may be subject to additional fees. Lessor shall not be liable for failure or interruptions resulting from any cause including, but not limited to, generator failure, failure or breakdown of public utility services and equipment, acts of God, force majeure, or from good faith acts or decisions of the Lessor, but excluding the willful or intentional misconduct or gross negligence of Lessor.

B. Responsibility of Lessee. All telephone, cable, or satellite television, wired or wireless internet, solid waste collection services, and cleaning services shall be performed or coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee. Any and all labor, material and utility service rate increases incurred by the Lessor for services provided to Lessee or its licensees during the term of this Lease shall be paid by Lessee. The Lessor shall notify Lessee of all rate increases before commencing such services to Lessee.

**9. TAXES**
Lessee shall pay all taxes levied and assessed, if any, upon any personal property, buildings, fixtures, and improvements belonging to Lessee and located upon the demised premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

**10. ASSIGNMENT OR TRANSFER; NO SUBLEASING**
Lessee shall not assign or otherwise transfer this Lease, without the prior written approval of the Lessor. Lessee shall not sublease the Premises. Any actions taken by Lessee in violation of this Section 10 may be subject to the immediate termination of this Lease.

**11. INSURANCE**
Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each

of the following:

A. Property Insurance. Lessee may at Lessee's sole discretion carry and maintain during the term of this Lease special form ("all risks") property insurance for all improvements to the Premises in an amount sufficient for the full replacement cost of existing structures and improvements if lost or damaged by all perils covered under such special form property insurance. The City of Santa Fe shall be named as Loss Payee on such policy of insurance.

B. Commercial General Liability Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease, Commercial General Liability insurance, which shall be written on an occurrence based form, covering bodily injury (including death), personal and advertising injury, and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Said policy shall include broad form contractual liability coverage and shall be endorsed to name the City of Santa Fe, its officials, employees, and agents as additional insureds. Any excess or umbrella liability insurance maintained by Lessee shall also be endorsed to name the City of Santa Fe, its officials, employees and agents as additional insureds.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease, workers' compensation insurance at statutory limits for its employees working at the Premises, and Employer's Liability coverage with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Santa Fe.

D. Primary and Non-contributory. All insurance required to be maintained by Lessee under this Lease shall be primary and any insurance or self-insurance maintained by Lessor shall not be required to contribute with it.

E. Certificates of Insurance. Within ten (10) days of the Effective Date of this Lease, and thereafter at any time during the Term of this Lease that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.
All policies of insurance shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico.

F. License Agreements. Lessee shall cause any and all License agreements, or other agreements related to use, occupation, or development of the Premises or Grounds, that Lessee enters into to contain language that requires the City of Santa Fe, its officials, employees and agents to be named as an additional insured on commercial general liability policies and loss payee on any property insurance policies as provided in this Section 11.

G. Waiver of Subrogation. Lessee hereby grants to the Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Lessor has received a waiver of subrogation endorsement from the insurer.

The Lessor shall have no obligation to allow access to the Premises or Grounds until and unless Lessee has provided to the Lessor the certificates of insurance required above.

**12. INDEMNIFICATION**
Lessee shall indemnify, hold harmless and defend Lessor, its agents, officials, officers, and employees against all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's use, maintenance and occupancy of the Premises or Grounds hereunder, including use of the Premises or Grounds by Lessee's licensees, employees, agents, representatives, contractors, agents, guests, invitees or allowed assigns. Lessee shall cause any and all

agreements that Lessee enters into with any of the above parties to contain language indemnifying the Lessor as provided in this Section.

**13. LAWS AND REGULATIONS**

A. Compliance with Laws. In connection with its use of and activities in and about the Premises and Grounds, Lessee, at its sole expense, shall comply, and shall cause its agents, employees, contractors, representatives, guests, invitees and licensees to comply, with all applicable laws, orders and regulations of federal, state, county or municipal authorities, and with any direction of any public officer pursuant to law which shall impose any violation, order, or duty upon the Lessor or the Lessee or its licensees with respect to any part of the Premises or Grounds used by Lessee hereunder and that arise out of Lessee's particular use of the Premises or Grounds.

B. Safety. Lessee guarantees that all facilities and equipment furnished by it will conform to, and Lessee agrees to comply with and to cause its licensees to comply with, all safety regulations set forth by OSHA, New Mexico OSHB, the EPA, and other environmental pollution and toxic waste control and protection agencies, and safety guidelines that may be issued by the Motion Picture Safety Committee, and all other federal, state, county, municipal and local rules and regulations. Any and all paints and other coloring materials, lacquers and other finishes, solvents and thinners, cleaning or detergent agents, or otherwise potentially harmful, hazardous or toxic materials, liquids, substances, and other contaminants must be removed from, or caused to be removed from, the Premises and Grounds by Lessee at Lessee's expense, after use of the same has been completed. During such use, such materials shall be kept in a safe and contained manner. The Lessor shall charge to Lessee, and Lessee covenants and agrees to pay, all costs caused by, relating to, or arising from the removal and/or disposal of any and all such materials or substances discharged by Lessee or its licensees or otherwise not removed from the Premises or Grounds by Lessee and any and all fines, assessments, and penalties that may be incurred or imposed upon the Lessor, Lessee, or licensees as a result of such malfeasance by Lessee.

**14. EASEMENTS**

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

**15. LESSOR ACCESS**

The Lessee shall allow the Lessor and/or its agents or assigns access to the Premises for periodic inspections, maintenance of rights-of-way, maintenance and operation of parking facilities or other Lessor facilities and/or public spaces, and for such other purposes as the Lessor may have, provided that nothing herein shall be deemed a requirement to allow the Lessor to occupy any part of the Premises leased to the Lessee, nor to interfere with the Lessee's quiet enjoyment of the Premises.

**16. TERMINATION**

A. Termination by Lessor. Lessor may terminate this Lease with written notice to Lessee at least sixty (60) days prior to the termination date; or Lessor may terminate this Lease upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand-deliver or mail notice to Lessee via certified or registered mail specifying:

(i) the breach;
(ii) the action required to cure the breach;
(iii) a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
(iv) that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease.

B. Termination by Lessee. Lessee may terminate this Lease with written notice to Lessor at least sixty (60) days prior to the termination date.

**17. SURRENDER OF PREMISES**

Lessee shall quit and surrender the demised Premises and all equipment and personal property contained on and in the demised Premises to Lessor at the end of the term of this Lease in the same condition as at the date of the

commencement of this Lease, ordinary use and wear excepted.

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

To Lessor:
City Manager
City of Santa Fe
PO Box 909
200 Lincoln Ave.
Santa Fe, NM 87504-0909

To Lessee:
Claudio Ruben, Principal
Garson Studios Santa Fe LLC
PO Box 32713
Santa Fe, NM 87594

With a copy to:
City Attorney's Office
City of Santa Fe
PO Box 909
200 Lincoln Ave.
Santa Fe, NM 87504-0909

**19. NO WAIVER**
No waiver of a breach of any of the provisions contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

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

**21. ENTIRE AGREEMENT**
This Lease constitutes the entire agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the Parties related to the Premises and Grounds, if any, are merged herein. This Lease shall not be modified or amended except by a written document signed by the Parties hereto.

**22. BINDING EFFECT**
This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and allowed assigns.

**23. LITIGATION EXPENSE**
In the event of litigation between the Parties, each Party shall be responsible for its own litigation expenses. In the event of litigation between Lessee and its licensees in which Lessor is named, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease or in recovering any and all damages caused to the Premises or Grounds by Lessee, or Lessee's licensees, contractors, agents, employees or allowed assigns.

**24. APPLICABLE LAW; VENUE**
Lessee shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Lease, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in

the courts of the State of New Mexico shall be brought in the First Judicial District Court of the State of New Mexico.

**25. FORCE MAJEURE**
Failure of the Lessor to comply with the terms and conditions hereof because of an Act of God; force majeure; labor troubles; war; fire; riot; earthquake; act of public enemies; action of governmental authorities (federal, state or local); unavailability of power, transportation, stages, production facilities or materials; or for any other reason beyond the reasonable control of the Lessor, shall not be deemed a breach of this Lease, and the Lessor shall not be liable to Lessee for any consequential damages. Except for the obligations to pay rent, license fees and additional charges, the provisions of this Paragraph shall apply equally and reciprocally to Lessee.

**26. HEADINGS**
The section headings contained in this Lease are for reference purposes only and shall not affect the meaning or interpretation of this Lease.

**27. AMENDMENT**
This Lease shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

**28. RECORDING - SHORT FORM MEMO**
This Lease shall not be recorded in its entirety. If desired by either party, both parties shall execute in recordable form a short form memorandum of this Lease which may be placed of record.

**29. REPRESENTATION ON AUTHORITY OF SIGNATORY**
The signatory for the Lessee represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Lease. The Lease represents and warrants that the execution and delivery of the Lease and the performance of the Lessee's obligations hereunder have been duly authorized and that the Lease is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**30. ATTACHMENTS**
All exhibits are fully incorporated herein and made a part of this Lease.

**31. COUNTERPARTS**
This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**32. LESSOR APPROVAL**
Any Lessor approval required herein shall be done by the City Manager or his or her designate.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals as of this 9 day of May, 2019.

**LESSOR:**
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

SALLY PAEZ, ASSISTANT CITY ATTORNEY

APPROVED:

MARY McCOY, FINANCE DIRECTOR

51910.460350
BUSINESS UNIT / LINE ITEM

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5/8/2019

**LESSEE:**
GARSON STUDIOS SANTA FE LLC

CLAUDIO RUBEN, PRINCIPAL

ACKNOWLEDGEMENT

STATE OF NEW MEXICO )
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 8 day of May 2019, by CLAUDIO RUBEN, Principal of GARSON STUDIOS SANTA FE LLC, a New Mexico limited liability company.

NOTARY PUBLIC

My Commission Expires: April 11, 2023
(SEAL)

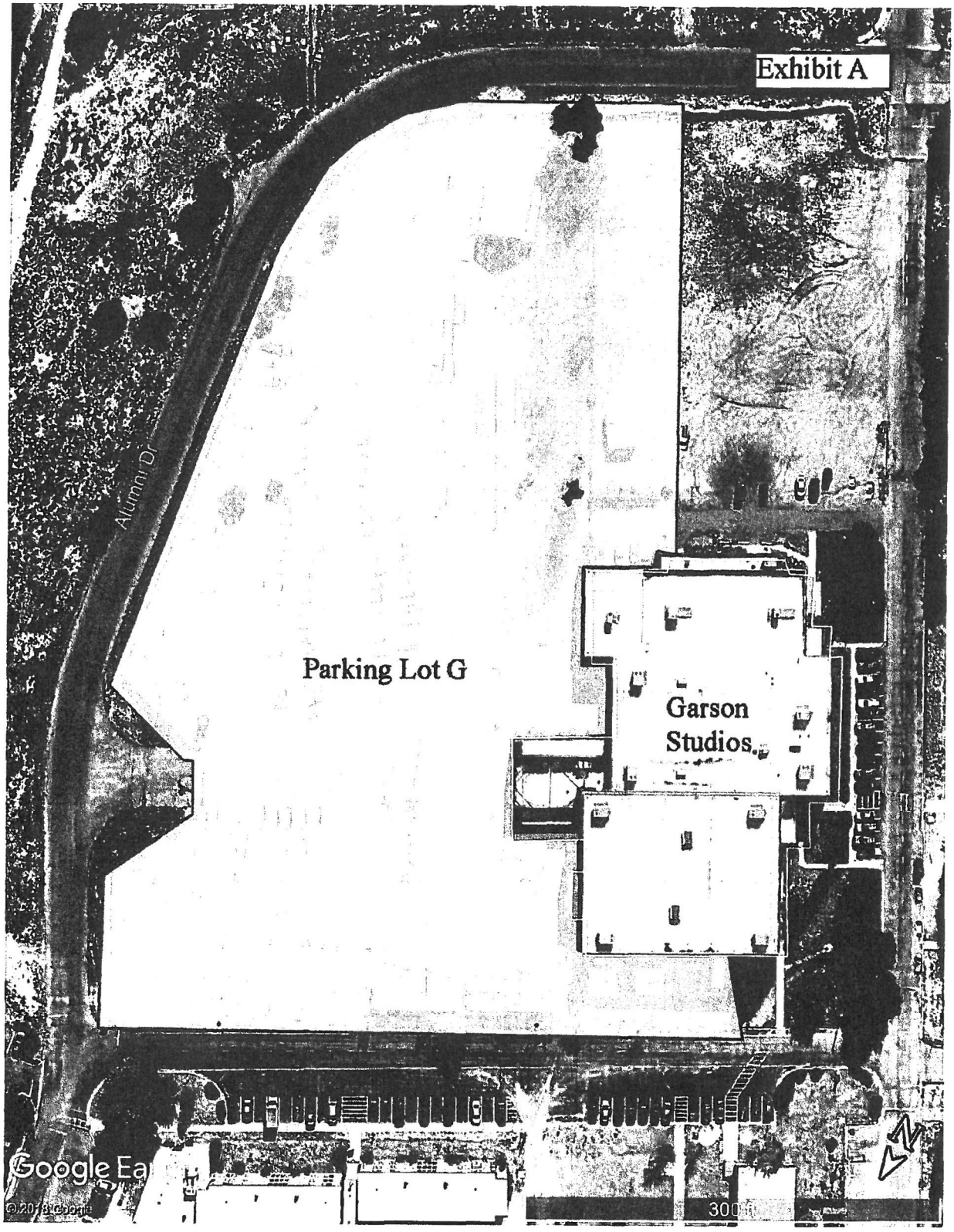
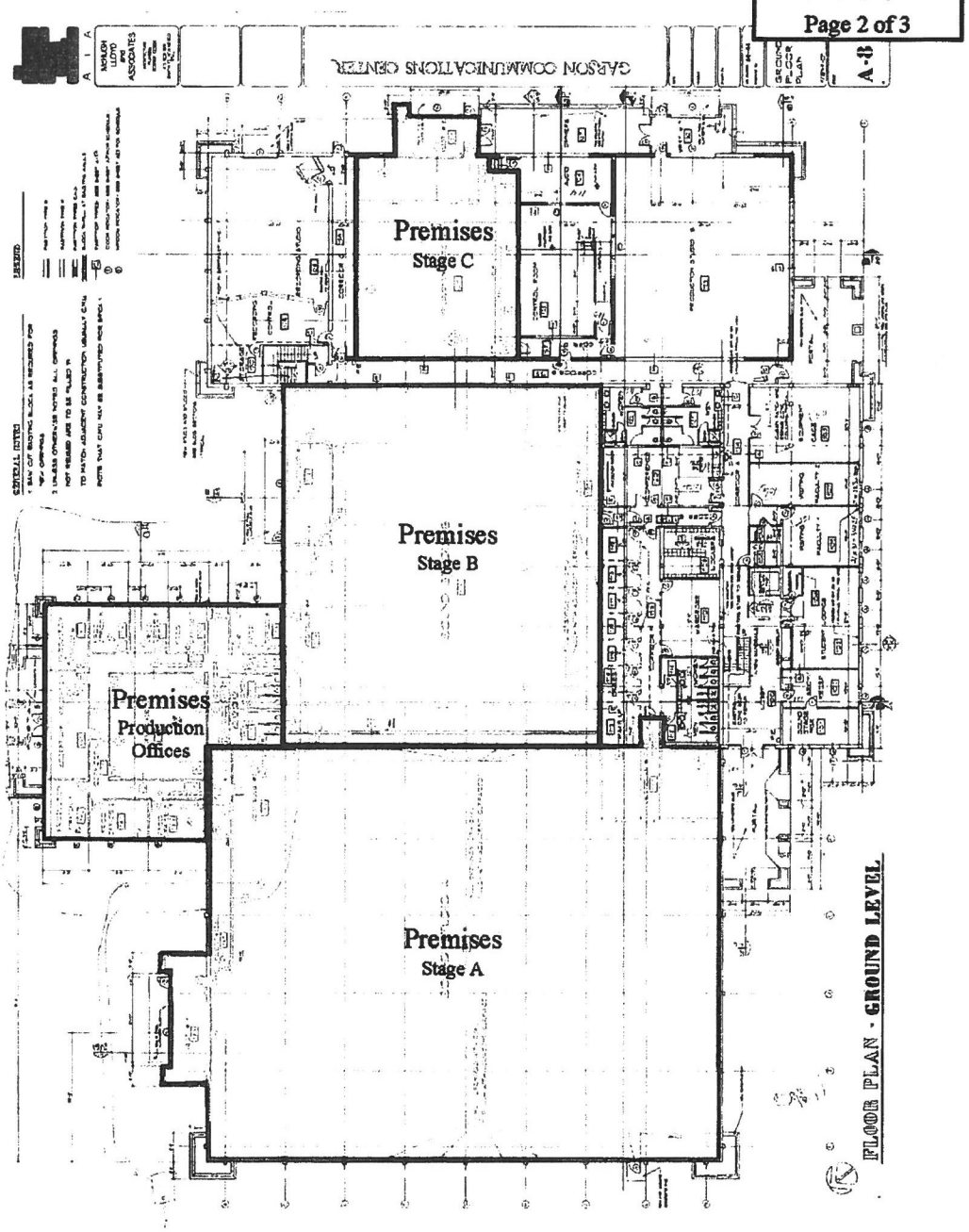


Exhibit A
Alumni Dr
Parking Lot G
Garson
Studios
Google Ea
©2018 Google
300 ft

**Exhibit A**
**Page 2 of 3**



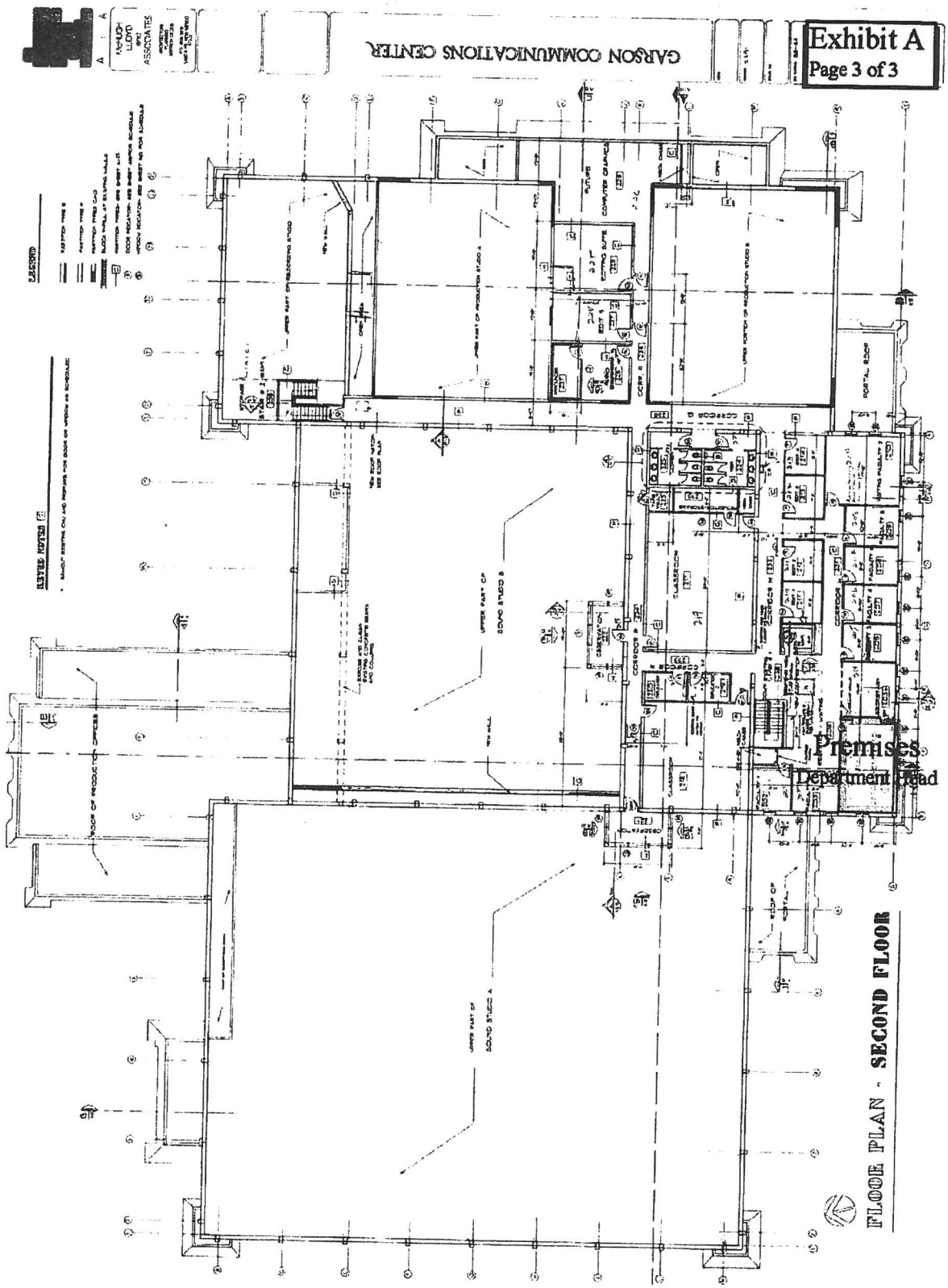


Exhibit A
Page 3 of 3
GARSON COMMUNICATIONS CENTER
Premises
Department Head
FLOOR PLAN - SECOND FLOOR

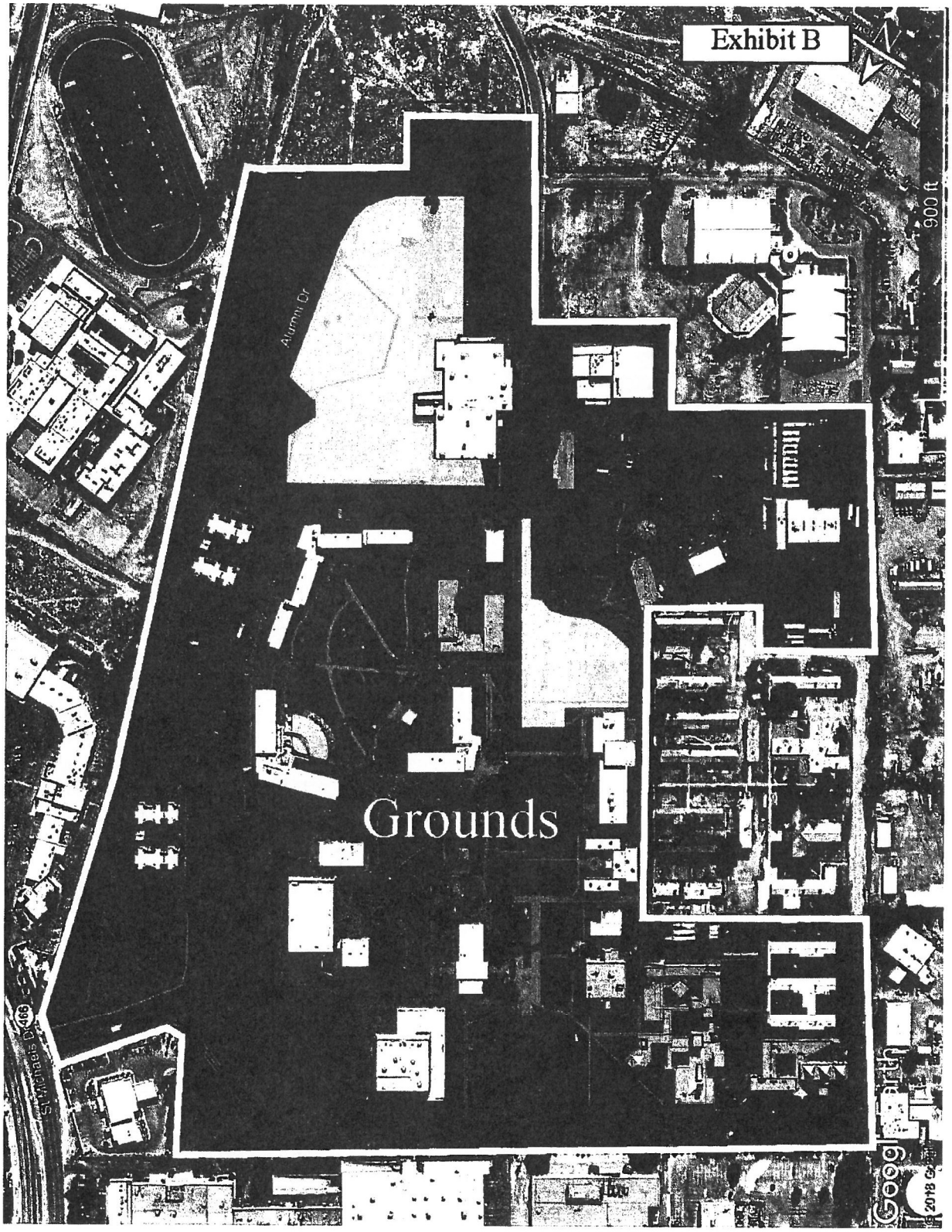


Exhibit B
N
900 ft
Alumni Dr
Grounds
St Michaels Dr
466
Google
2018 Google

**EXHIBIT C**
**LICENSE AGREEMENT**
**FOR FILM AND TELEVISION PRODUCTION AT**
**1600 ST. MICHAEL'S DRIVE, SANTA FE, NM**

This LICENSE AGREEMENT ("**License**") is made this _____ day of _____, 20___ by and between GARSON STUDIOS SANTA FE, LLC, a New Mexico limited liability company ("**Licensor**"), and_____ _____("**Licensee**"), (collectively, the "**Parties**" and each individually a "**Party**").

WHEREAS: Licensor has a lease ("Lease") from the City of Santa Fe ("Lessor") for premises and grounds located at 1600 St. Michael's Drive, Santa Fe, New Mexico until _____, attached as Exhibit D; and

WHEREAS: Licensee is a film production company which wishes to license the use of some or all of the Licensor's premises and grounds for film production;

WITNESSETH:

In consideration of Licensee's promises herein, Licensor hereby gives Licensee an exclusive License, revocable and terminable as hereinafter provided, to enter on, use and occupy the Lessor-owned property leased to Licensor during the dates and times specified herein for activities associated with the production of a film or television series currently titled "_____ _____"(the "**Film**"), as provided herein.

All approvals by the Lessor required herein shall be done by the City Manager of the City of Santa Fe or his or her designee.

## 1. LICENSE PREMISES AND GROUNDS

Licensor allows Licensee to use and occupy specific portions of buildings and land at the Midtown campus (formerly the Santa Fe University of Art and Design) located at 1600 St. Michael's Drive, Santa Fe, New Mexico as specified in **Exhibit E** attached hereto and made a part hereof (the "**License Premises**"), and allows Licensee non-exclusive ingress and egress to the License Premises through Lessor-owned private property (the "**Grounds**") on Midtown campus as specified in **Exhibit F**. This License includes the right of Licensee to use certain items of Lessor-owned personal property located at the License Premises and Grounds subject to an additional fee and prior consent of the Lessor. Licensee must obtain approval in writing by Licensor before using Lessor personal property, with the exception of typical office furniture.

## 2. TERM

A. This License shall commence at _____ and shall continue for a period of _____ days, or until otherwise terminated as provided herein.

B. Upon thirty (30) days prior written notice to Licensor, Licensee may extend the Term and add additional months to the Term of this License, subject to Licensor having authority under a lease agreement with the Lessor to license such use. Licensee shall pay License Fees and Additional Charges for any additional days added to the Term as specified in **Exhibit G** and **Exhibit G-1** respectively.

## 3. CONDITIONS OF USE

Licensee's use and occupation of the License Premises shall at all times be in compliance with the provisions of this License including without limitation the following conditions of use:

A. Allowed use. Licensee is allowed to use and occupy the License Premises for filming, production office, parking, and storage uses related to the Film. No other use of the License Premises is allowed without the prior written consent of Licensor.

(i) Production of obscene material is expressly understood to be prohibited and not an Allowed use.

(ii) Failure of the Licensee to restrict the use of the License Premises as provided herein shall be deemed a substantial breach of this License and shall constitute grounds for immediate termination by Licensor.

B. Hours of Use. Licensee's use of the License Premises and Grounds is allowed twenty-four (24) hours per day, seven (7) days a week during the Term.

C. Utilities. Use of the Lessor-procured electric power service, natural gas, water service and sewer service is included in this License, but subject to charges. Electrical generators shall not be used except as back-up power sources. Telephone and internet services are the responsibility of the Licensee.

D. Alterations and Repairs. Licensee shall make no alterations to the License Premises without the Lessor's and Licensor's prior written approval. Licensee shall use reasonable efforts to preserve and protect the License Premises and Grounds and any Lessor-owned personal property supplied to Licensee by Licensor. If Licensee, its agents, employees, guests or invitees directly damage or lose any of Lessor's or Licensor's real or personal property, Licensee shall compensate the owner of such property for such damage or loss in the amount of the actual, reasonable fair market value cost of any such repair or replacement. Notwithstanding anything to the contrary in this License, the Licensee shall not be responsible for repairs required due to normal wear and tear of the License Premises and Grounds and the maintenance of floors, walls, windows, ceilings, roof systems, and electrical, plumbing, and heating and air-conditioning systems.

E. Weight Loads. Licensee shall not allow any vehicles or heavy equipment in the licensed stages on the License Premises, without the prior written authorization of Licensor.

F. Security Guards and Fire Protection Personnel. Licensee shall bear the full cost of any security guards and/or fire protection personnel which Licensor or Licensee may reasonably deem necessary for the protection of their respective property and the License Premises.

G. Fires, Firearms, Explosives, and Hazardous Wastes. Licensee shall not conduct any dangerous or illegal activities at the License Premises and Grounds or keep any toxic, hazardous, dangerous or offensive materials, substances or articles in or about the License Premises or Grounds which will in any way impair or invalidate, or increase the premium costs of insurance policies carried by Licensor.

Licensee shall not light fires or discharge firearms, smoke effects, or explosives on or about the License Premises and Grounds without the prior written consent of Licensor, and only after having first obtained all necessary permits from any and all appropriate governmental authorities. Licensee shall in all cases employ a licensed operator to discharge firearms or explosives, and Licensor reserves the right to request proof from Licensee that said employees are licensed and registered to conduct such activities. Licensee shall secure, at the end of each production day, all firearms and explosives brought on the License Premises and Grounds by Licensee.

Licensee hereby specifically indemnifies and agrees to hold Licensor, the Lessor and the Lessor's employees, officers, managers, agents and assignees harmless from and against any and all liability, causes of action, damages, costs or expenses, including without limitation reasonable outside attorney's fees, directly arising out of or in any way connected with the use or possession by Licensee of firearms, fires, smoke effects, noxious gases and explosives at the License Premises and Grounds.

Licensee shall have the sole responsibility for the daily removal and legally proper disposal of all hazardous wastes from the License Premises. Licensee shall not spray or otherwise utilize any toxic or hazardous material inside the License Premises or Grounds without prior written consent from Licensor. Any such approved use of toxic or hazardous material shall comply with all applicable legal requirements. Under no circumstance shall Licensee alter in any way, or use for any production purpose, any fire hose, sprinkler system or equipment supplying water to the hoses or sprinkler system.

H. Security. Licensor reserves the right, in its reasonable but sole discretion, to refuse admittance to the License Premises and Grounds to any employee or other person associated with Licensee who behaves in a negligent or dangerous manner that could result in harm to the License Premises and Grounds, other City buildings, or people.

I. Screen Credit. Licensee shall use good faith efforts to include "The City of Santa Fe, New Mexico" and "Garson Studios" in the credits at the end of the Film.

J. Photographic Rights. Licensor hereby acknowledges that neither Licensor, nor any other party has any interest in Licensee's still photography, film or other recording on or of the License Premises, nor any right of action against Licensee or any other party arising out of any use of said photography. Licensor hereby grants to Licensee, its successors, licensees and assigns the irrevocable and perpetual right, worldwide, in any manner and in any and all media to use and exploit the films, photographs, and recordings made of or on the License Premises in connection with the Film in such manner and to such extent as Licensee desires in its sole discretion. Licensee and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, photographs and recordings made on or of the License Premises, in perpetuity, throughout the universe. As between Licensor and Licensee, Licensee shall be the sole and exclusive owner,

throughout the universe in perpetuity, of all rights of whatever nature, including without limitation all copyrights, in all films, photographs and recordings made of or on the License Premises in connection with the Film and including, without limitation, the exclusive right to assign and/or license Licensee's rights without restriction or impairment of any kind.

In the event of a breach of this License by Licensee, Licensor shall not have the right to enjoin or otherwise restrain the production, marketing, or exploitation of the Film.

K. Confidentiality. Licensor shall not use any name, logo, Film title, trademark or other proprietary mark of Licensee or of its licensees or assigns in any manner. Licensor agrees to not officially publicize, advertise or promote the appearance of the License Premises in the Film, without the prior written consent of Licensee. Licensor's confidentiality obligations hereunder shall apply to any and all media, including, without limitation, any social networking site; microblogging service; user-generated or user-uploaded content website; online forum, discussion thread or comment section; personal website or blog; user modified website; or any other website, service, platform, application or other form or method of communication, whether now known or hereafter devised (e.g., Facebook and Twitter). Licensee acknowledges that the owner and lessor of the License Premises and Grounds is the City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico and, as such, is required to comply with the State of New Mexico Inspection of Public Records Act (IPRA) and, to the extent that City possesses written or electronic information about the Film, that City may be required by law to release that information pursuant to an IPRA information request.

L. Failure. Failure of Licensee to comply with conditions of use of the License Premises and Grounds as provided herein shall be deemed a breach of this License and shall constitute grounds for termination of this License by the Licensor pursuant to Section 7 of this License.

M. Stage Manager. The Licensee shall be solely responsible to contract with and assume all costs for a Stage Manager approved in advance in writing by the Licensor. The Stage Manager shall comply with all legal, regulatory and contractual requirements for use of the License Premises and Grounds and shall seek and obtain prior written approval by the Lessor and the Licensor for the Licensee to use certain personal property in the production of the Film. The Stage Manager shall regulate Licensees' ingress and egress to the License Premises over the Grounds.

N. Condition of License Premises upon Surrender. Upon expiration or termination of this License, Licensee shall, at its expense, cause the striking and removal of all sets, materials and equipment placed upon the License Premises by Licensee, and shall clean such premises, steam clean office carpet, and remove all residue and articles of rubbish so as to leave the License Premises in substantially the same condition as when Licensee took possession thereof, reasonable wear and tear excepted. In the event Licensee lays materials on or paints any portion of the stage floor, wall, or cyclorama, or makes any alterations as described herein with Licensor's approval, Licensee shall either restore or compensate Licensor for restoration of that portion of the premises. Further, to the extent deemed necessary by Licensor due to the condition of the premises, the cost of a professional cleaning service will be charged to the Licensee's security deposit, provided that Licensor shall provide Licensee with three (3) days prior written notice via email and an opportunity to clean the License Premises prior to Licensor charging for such cleaning.

Should Licensee use the rigging points in the ceilings of either Stage A or B to build a grid system, once the grid is removed during wrap, Licensee will, at its own expense, test all the rigging points it used to make sure they are safe and in good condition for future use. Licensee is required to provide the Licensor and Stage Manager with written confirmation of the dates on which the rigging points were checked and by whom.

Pursuant to its obligation under the License, Licensee specifically agrees to repaint the stage floors of any stage it uses (Garson Studios Stage A, Stage B and/or Stage C) in a reasonable and professional manner under the direction of the Stage Manager as follows: Dunn-Edwards Rustoleum matte water-based urethane, "Walrus" color; for Stage A, minimum 25 gallons; for Stage B, minimum 12 gallons; for Stage C, minimum 7 gallons. Amounts may be doubled if a second coat is required at the discretion of the Licensor or Stage Manager. For the Green Screen, the use of Mann Brothers paint (or equivalent), is required, in the color, Digital Green – Vara Bond, Acrylic Latex Flat. Fire safety lanes on each stage shall be sectioned off with caution tape. Any caution tape which is torn and damaged during production shall immediately be replaced.

O. Failure to Comply. Failure of Licensee to comply with conditions of use of the License Premises and Grounds as provided herein shall be deemed a material breach of this License.

No Rights Beyond Lease. Licensor shall in no event extend the rights of the Licensee beyond those held by

Licensor under the terms of Licensor's lease agreement with the Lessor.

**4. CHARGES**

A. License Fees. Licensee shall pay Licensor the fees specified in **Exhibit G**, attached hereto and made a part hereof (the "**License Fees**"). License Fees do not incorporate New Mexico Gross Receipts Taxes.

B. Additional Charges.

(i) Additional Stages, Equipment Lot Services and Facilities. If at any time during the Term hereof Licensee shall require any stages, lot service, equipment or facilities of the License Premises or Grounds in addition to those expressly referred to in this License, Licensor agrees to furnish the same, subject to the reasonable availability thereof, but Licensee shall have no right to use any additional stages, equipment, lot services or facilities without the payment of additional fees and/or charges thereof. The Licensee shall pay the rates for all stages, lot services, equipment and facilities not expressly referred to in this License and will be charged in accordance with the then-current studio rate schedule. The terms and conditions of this License shall apply to any additional stages, equipment, lot services and facilities furnished by Licensor at Licensee's request.

(ii) Utilities. Utility services including water, gas, and electricity required by Licensee in connection with this License shall be furnished as available and charged to the Licensee as per **Exhibit C-1** (stage and mill power); any water usage that exceeds regular and reasonable use may entail additional fees and requires approval from Licensor; however, neither the Licensor nor the Lessor shall be liable for failure or interruptions resulting from any cause including, but not limited to, generator failure, failure or breakdown of public utility services and equipment, acts of God, force majeure, or from good faith acts or decisions of the Licensor or the Lessor, but excluding the willful or intentional misconduct or gross negligence of Licensor or the Lessor.

(iii) Rate Increases. Any and all labor, material and service rate increases incurred by Licensor for services provided to Licensee during the term of this Agreement shall be paid by Licensee. Licensor shall notify of all rate increases before commencing such services to Licensee.

(iv) Other. All incidentals and additional costs as outlined in **Exhibit G-1.**

Licensor shall have no obligation to allow access to the License Premises or Grounds until and unless Licensee has paid to Licensor all amounts due upon execution of this License and has provided to Licensor the certificates of insurance required below. The License is granted in consideration for the sums specified in **Exhibit G** and payment of applicable additional costs in **Exhibit G-1**.

C. Payee. Licensee shall remit License Fees and Additional Charges on the dates specified in **Exhibit G**, payable to Garson Studios Santa Fe, LLC. Licensee shall remit all License Fees along with applicable New Mexico Gross Receipts Tax to:

Attn: Claudio Ruben, Principal
Garson Studios Santa Fe, LLC
P.O. Box 32173
Santa Fe, NM 87594

**5. SECURITY DEPOSIT.**

Upon execution of this License, Licensee shall pay to and payable to the Licensor, a security deposit in the amount stated on **Exhibit G** attached hereto, which deposit shall bear no interest. Should Licensee request additional facilities or equipment from the Licensor, the Licensor may require an increase in the amount of the security deposit before such additional facilities or equipment will be provided. Licensor may use from Licensee's security deposit such amounts as are reasonably necessary to remedy Licensee's default in the payment of the License Fee and other charges, or any additional charges, to repair verifiable damages, or to clean the License Premises upon their surrender, restoring them to their condition upon delivery, except (i) reasonable wear and tear and (ii) force majeure events described below, caused by Licensee, its agents, employees or invitees. If used towards unpaid License Fee, rental charges, additional charges or damages, Licensee agrees to reinstate said total security deposit upon receipt of twenty-four (24) hours written notice from the Licensor. The balance of security deposit, if any, will be returned to Licensee upon Licensee's full payment of all monetary amounts due hereunder and within thirty (30) business days of Licensee vacating the License Premises, provided such amounts have been paid; provided, however, that such period may be extended for the period of time necessary to resolve bona fide issues related to the settling of Licensee's account. Licensor will promptly inform Licensee in writing of the nature of such issues, and the security deposit shall be returned promptly following the resolution of such issues, if any.

## 6. PAYMENTS.

The License Fee shall be paid by Licensee according to the terms in Exhibit G. Licensor will submit invoices to Licensee. These invoices will include without limitation any Additional Charges and New Mexico Gross Receipts Tax, and are due and payable within fifteen (15) days after the date of the invoice. All challenges or protests with regard to the accuracy or legitimacy of any and all charges must be received by Licensor in writing within ten (10) days from the date Licensor gives notice of such charges. All protests and challenges not received within ten (10) day period shall be deemed to be waived, and Licensee shall be deemed to have approved the legitimacy and accuracy of said charges. A late charge of one percent (1%) per month shall accrue on all amounts not paid within the fifteen (15) day period.

## 7. TERMINATION

A. Termination by Licensor. This license is revocable at will by Licensor, and Licensee agrees in that event to: (a) peaceably and promptly surrender the License Premises on the termination date specified in the written notice, (b) remove all Licensee's personal property from the License Premises and Grounds, and (c) restore the License Premises to its original state at the time of Licensee's entry thereon.

B. Termination by Licensee. Licensee may terminate this License at any time upon sixty (60) days written notice to Licensor.

C. Termination or Expiration of Lease. Upon termination or expiration of the underlying lease between the Lessor and Licensor, the Licensee shall attorn to the Lessor as licensor.

D. No Other Refunds. Upon termination of this License by either Party, there shall be no refund of the License Fees or any portions thereof.

## 8. NO INTEREST CREATED

Licensee acknowledges that no interest or estate of any kind whatsoever in the License Premises and Grounds is conveyed by this License or by occupancy or use of the Licensed Premises and Grounds pursuant to the License. This License shall not be assigned or sub-licensed by Licensee. Notwithstanding the provisions of this Section, Licensee shall have the unrestricted right to assign any or all rights in and to the Film.

## 9. INSURANCE, INDEMNIFICATION & WAIVER OF SUBROGATION

A. Insurance. Licensee, and each of Licensee's contractors and subcontractors who physically access the License Premises, shall, at their sole cost and expense, procure and continue to maintain in force during the Term of this License the minimum insurance coverage with limits indicated below:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of not less than One Million Dollars and No Cents ($1,000,000.00) per accident or disease; and

(iii) Commercial General Liability Insurance for claims against bodily injury (including death), personal and advertising injury, and property damage (including completed operations and contractual liability), on an occurrence basis in an amount not less than Two Million Dollars and No Cents ($2,000,000.00) combined single limit and $4,000,000 in the aggregate; and

(iv) "All-risk" property insurance insuring the License Premises and its appurtenant personal property including all equipment owned by the City of Santa Fe and made available to Licensee in the course of Film production, at full replacement costs. City of Santa Fe and Garson Studios Santa Fe, LLC shall be added as a loss payee on the "all-risk" policy.

All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall be endorsed to name Garson Studios Santa Fe, LLC, the City of Santa Fe, the City's agents, employees, volunteers, officers, and elected and appointed officials (collectively the "**City's Releasees**") as additional insureds. Licensee shall provide written documentation of all required insurance coverages upon execution of this License and otherwise within ten (10) days of the City's written request for such documentation. All policies shall provide that Garson Studios Santa Fe, LLC and the City of Santa Fe shall be given no less than thirty (30) days prior written notice of any cancellation except as a result of non-payment, for which not less than ten (10) days prior written notice shall be given.

No self-insurance shall be allowed at any time without the prior written consent of the Licensor, which may be withheld for any or no reason.

B. Indemnification. Licensee agrees to indemnify, defend and hold Licensor, the City of Santa Fe, and the City's Releasees harmless from and against any third-party claim of injury, loss, damage or liability costs or expenses (including without limitation reasonable outside attorneys' fees and court costs) to the extent arising out of Licensee's breach of this License. Circumstances under which the City will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the License Premises, or any part thereof at the direction of Licensee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Licensee; and

(ii) any negligence or other willful misconduct on the part of Licensee or any of its agents, contractors, subcontractors, servants, employees, or invitees; and

(iii) any accident, injury or damage directly caused by or attributable to Licensee or its agents, contractors, subcontractors, servants, employees, or invitees to any person or property occurring at the License Premises and Grounds or any part thereof, except to the extent caused by the negligence or willful misconduct of the City, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this License on its part to be performed or complied with; and

(v) Any failure of Licensee to comply with applicable local, state or federal laws.

C. Waiver of Subrogation.

(i) Mutual Waiver. Licensee and Licensor hereby grant to each other a mutual waiver of any right to subrogation which any insurer of one Party may acquire against the other Party by virtue of the payment of any loss under such insurance. Licensee and Licensor agree to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether a Party has received a waiver of subrogation endorsement from the insurer.

(ii) Waiver to City. Licensee hereby grants to the City a waiver of any right to subrogation which any insurer of Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

## 10. NOTICE

All notices and demands in regards to this License must be given by first-class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Licensor:

P.O. Box 32173
Santa Fe, NM 87594
Attn: Claudio Ruben

To Licensee:Garson Studios Santa Fe, LLC

With a copy to the Lessor:
City of Santa Fe
PO Box 909
200 Lincoln Avenue
Santa Fe, New Mexico 87504
Attn: City Manager

Either Party may change its notice addresses in this Section upon three (3) days written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

**11. NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the City of Santa Fe in connection with this License 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 of this License modifies or waives any provision of the New Mexico Tort Claims Act.

**12. NO REPRESENTATIONS REGARDING TAX CREDITS**

The Licensee expressly understands and agrees that Licensor and the Lessor make no warranty, covenant, or any other representation that this License will result in or entitle the Licensee to any tax credit, including but not limited to Film Production Tax Credits.

**13. LESSOR AS THIRD-PARTY BENEFICIARY**

By entering into this License, the Parties intend to create for the Lessor the right, title, and interest in this License for the benefit of the Lessor. No other person shall claim any right, title, or interest under this License or seek to enforce this License as a third-party beneficiary of this License.

**14. LAWS AND REGULATIONS**

A. Municipal Code. Licensee's use of the License Premises and Grounds shall at all times be in compliance with the City's Municipal Code, including but not limited to §10-2 SFCC 1987, the City's Noise Ordinance.

B. Compliance with Laws. In connection with its use of and activities in and about the License Premises and Grounds and the Lessor property, Licensee, at its sole expense, shall comply, and shall cause its agents, employees, contractors, representatives, guests and invitees to comply, with all applicable laws, orders and regulations of federal, state, county or municipal authorities, and with any direction of any public officer pursuant to law which shall impose any violation, order, or duty upon the Licensor or Licensee with respect to any part of the Lessor premises used by Licensee hereunder and that arise out of Licensee's particular use of the License Premises and Grounds.

C. Safety. Licensee guarantees that all facilities and equipment furnished by it will conform to, and Licensee agrees to comply with, all safety regulations set forth by OSHA, New Mexico OSHB, the EPA, and other environmental pollution and toxic waste control and protection agencies, and safety guidelines that may be issued by the Motion Picture Safety Committee, and all other federal, state, county, municipal and local rules and regulations. Any and all paints and other coloring materials, lacquers and other finishes, solvents and thinners, cleaning or detergent agents, or otherwise potentially harmful, hazardous or toxic materials, liquids, substances, and other contaminants must be removed from the License Premises and Grounds by Licensee at Licensee's expense after use of the same has been completed. During such use, such materials shall be kept in a safe and contained manner. Licensor shall charge to Licensee, and Licensee covenants and agrees to pay, all costs caused by, relating to, or arising from the removal and/or disposal of any and all such materials or substances discharged by Licensee or otherwise not removed from the License Premises by Licensee and any and all fines, assessments, and penalties that may be incurred or imposed upon Licensor, the Lessor, or Licensee as a result of such malfeasance by Licensee.

**15. HEADINGS, INTERPRETATION**

The section headings contained in this License are for reference purposes only and shall not affect the meaning or interpretation of this License.

**16. ENTIRE AGREEMENT**

This License incorporates all the agreements and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements and understandings have been merged into this License. This License expresses the entire agreement and understanding between the parties with respect to said license. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this License.

**17. APPLICABLE LAW; CHOICE OF LAW; VENUE**

Licensee shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this License, the Licensee agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court of the State of New Mexico.

**18. FORCE MAJEURE**

Failure of Licensor or Lessor to comply with the terms and conditions hereof because of an Act of God, force majeure, labor troubles, war, fire, riot, earthquake, act of public enemies, action of governmental authorities (federal, state or local), unavailability of power, transportation, stages, production facilities or materials, or for any other reason beyond the reasonable control of Licensor or Lessor, shall not be deemed a breach of this License, and neither Licensor nor Lessor shall be liable to Licensee for any consequential damages. Except for the obligations to pay license fees and additional charges, the provisions of this Paragraph shall apply equally and reciprocally to Licensee.

**19. REPRESENTATION ON AUTHORITY OF SIGNATORY**

The signatory for the Licensee represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this License. The Licensee represents and warrants that the execution and delivery of the License and the performance of the Licensee's obligations hereunder have been duly authorized and that the License is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**20. ATTACHMENTS**

All exhibits are fully incorporated herein and made a part of this License.

**21. COUNTERPARTS**

This License may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals as of this _____ day of _____, 20___.

**LICENSOR:**
GARSON STUDIOS SANTA FE, LLC

_____
CLAUDIO RUBEN, PRINCIPAL

**LICENSEE:**

_____
AUTHORIZED OFFICER

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Garson Studios Santa Fe, LLC

Procurement Title: Lease Amendment

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ Negotiated

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

Department Requesting Office of Economic Development Staff Name Lee Logston

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

## REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

| Lee Logston | Asset Development Manager | |
|---|---|---|
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| | Contracts Supervisor | Jul 27, 2022 |
| 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

**Real Estate Summary of Contracts, Agreements, Amendments & Leases**

**Section to be completed by department**

1. Munis Contract # _____

Contractor: **Garson Studios Santa Fe, LLC**

Description: **Amendment 3 to Lease Agreement Between the City of Santa Fe and Garson Studios Santa Fe, LLC.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: _____ Term End Date: _____

☐ Approved by Council Date: _____

**Contract / Lease:** Lease

Amendment # 3 to the Original Contract / Lease # 19-0341

Increase/(Decrease) Amount $ _____

Extend Termination Date to: August 26, 2024

☑ Approved by Council Date: Pending

**Amendment is for:** Extend Term

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
   #19-0341 Original Lease - Base Rent $60,000 - One year term
   #20-0257 Amendment No. 1 - Extended to November 8, 2020
   #21-0033 Amendment No. 2 - Extended to August 2022

3. Procurement History: _____

Purchasing Officer Review: Jul 27, 2022 Date:

Comment & Exceptions: NO Procurement - Real Estate Lease Project

4. Funding Source: _____ Org / Object: _____

Andy Hopkins Jul 27, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Lee Logston, Asset Dev. Mgr. Phone # 505-955-6914

Email: lrlogston@santafenm.gov

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

## License Number: 232552

# GARSON STUDIOS SANTA FE LLC

License Details () | Tab Elements () | Main Menu ()

### License Details

| | | | | | |
|---|---|---|---|---|---|
| **License Type:** | Business License - Standard | **District:** | Council District 3 | **Applied Date:** | 04/11/2022 |
| **Period Start Date:** | 04/12/2022 | | | | |
| **Status:** | Renewed | | | **Expiration Date:** | 04/12/2023 |

Business | Locations | Fees | Attachments | Contacts | More Info

Business () | Next Tab () | License Details () | Main Menu ()

### Business

| | | | | | |
|---|---|---|---|---|---|
| **Company Name:** | GARSON STUDIOS SANTA FE LLC | **DBA:** | GARSON STUDIOS SANTA FE LLC | **Open Date:** | |
| **Company Type:** | Limited Liability Company | **Status:** | Active | **Closed Date:** | |
| **District:** | Council District 3 | | | **Last Audit Date:** | |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2022

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**
RIO GRANDE INSURANCE SERVICES OF SANTA FE, INC
1231 S. ST. FRANCIS DR, STE A
SANTA FE, NM 87505
www.riograndeins.com

**CONTACT NAME:** SAM LEVY, AGENT
**PHONE (A/C, No, Ext):** (505) 984-8216 **FAX (A/C, No):** (505) 984-8238
**E-MAIL ADDRESS:** sam@riograndeins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Indemnity Insurance Company | |
| INSURER B: NEW MEXICO MUTUAL | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Garson Studios Santa Fe LLC
PO Box 32713
Santa Fe, NM 87594

**COVERAGES** **CERTIFICATE NUMBER:** **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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☒ POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | X | | PHPK2346514 | 12/12/2021 | 12/12/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 1,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| | AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | X | 0105468 | 02/19/2022 | 02/19/2023 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | | | | PHPK2346514 | 12/12/2021 | 12/12/2022 | | |

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

RE: FILM PRODUCTION SPACES AT 1600 ST MICHAELS DR, SANTA FE, NM 87505.
CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED FOR GENERAL LIABILITY, BUT ONLY AS REGARDS THE NEGLIGENCE OF THE NAMED INSURED, BY SCHEDULED ENDORSEMENT CG2935 AND BY AUTOMATIC STATUS ("BLANKET") ENDORSEMENT PI-AS-009 FOR MANAGERS/LESSORS OF PREMISES. CERTIFICATE HOLDER IS LISTED AS LOSS PAYEE AS THEIR INTERESTS MAY APPEAR. THERE IS A WORKERS COMPENSATION AUTOMATIC STATUS ("BLANKET") WAIVER OF SUBROGATION PER ENDORSEMENT WC000313. AUTOMATIC STATUSES MUST BE REQUIRED AS CONDITIONS OF A WRITTEN AGREEMENT.

**CERTIFICATE HOLDER**

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

**CANCELLATION**

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**

Sam Levy, agent, sam@riograndeins.com

info@garsonstudios.com

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**Signature:** Andy Hopkins
Andy Hopkins (Aug 17, 2022 11:26 MDT)

**Email:** ajhopkins@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 08/08/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - Request for Approval of Amendment No. 3 to Item #19-503 between the City of Santa Fe and Granicus LLC, Previously Host Compliance LLC, for Short Term Rental Monitoring and Compliance Services. (Jason Sena, Zoning, STR and Code Compliance Supervisor, Inspections & Enforcement Division of Land Use Department, jdsena@santafenm.gov, 505-955-6336)

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body: 08/31/2022

Item Type - contract amendment

Item Owner - Tom Graham

Item Sponsor -

Item Tracking Number - 22-15515

Motion Type - Approve as Amended

Motion Mover - Michael Garcia

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Carol Romero-Wirth, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

**VOTE SUMMARY**




User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Amendment No. 3 to Item #19-503 between the City of Santa Fe and Granicus LLC, Previously Host Compliance LLC, for Short Term Rental Monitoring and Compliance Services. (Jason Sena, Zoning, STR and Code Compliance Supervisor, Inspections & Enforcement Division of Land Use Department, jdsena@santafenm.gov, 505-955-6336)

**Committee Review:**
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body: 08/31/2022

Item Type - contract amendment

Item Owner - Tom Graham

Item Sponsor -

Item Tracking Number - 22-15515

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

**VOTE SUMMARY**




User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Granicus

Procurement Title: Professional Service Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Land Use Staff Name Amanda Encinias

Procurement Requirements:

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

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

| Amanda Encinias | Admin Manager | 7-11-22 |
|---|---|---|
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| | Contracts Supervisor | Jul 21, 2022 |
| 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 contract.

# City of Santa Fe, New Mexico

# memo

DATE: July 5, 2022

TO: Governing Body

FROM: Jason Kluck, Interim Director
Land Use Department

RE: PSA Amendment #3-Granicus, LLC-Short Term Rental Services

The Land Use Department requests your approval of amendment #3 for Contract #19-503, between the City of Santa Fe and Granicus LLC, previously Host Compliance, LLC for short term rental monitoring and compliance services. Amendment #2 expires on June 30, 2021 and the request is to extend for an additional fiscal year to expire on 6/30/2023, and to increase compensation by an additional $68,688.28 inclusive of GRT. The Land Use Department heavily relies on Granicus for assistance with the management and enforcement of the Short Term Rental Ordinance. The original contract was drafted for Host Compliance but the company has since changed their name to Granicus LLC. Munis contract number is 3200613 and budget will be available in org/obj 1004501.510300 on July 1, 2022.

The Land Use Department requests your approval of amendment #3 to contract #19-503

Thank you for your consideration in this matter.

DocuSign Envelope ID: B9C9A594-B177-4BB2-AF2B-8931CEB9D5AE

Item#_____
Munis Contract#3200613

**CITY OF SANTA FE**
**AMENDMENT No. 3 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM# 19-503**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 25, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Granicus, LLC d/b/a Granicus f/k/a Host Compliance LLC. 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 Short Term Rental Compliance and Program Monitoring Services.

B. 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 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $68,688.28 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed per the scope of work listed above compensation not to exceed $252,872.93 including gross receipts tax. The total amount payable to the contractor under this agreement, including gross receipts tax and expenses, if required, shall not exceed $252.872.93. This amount is a maximum and

DocuSign Envelope ID: B9C9A594-B177-4BB2-AF2B-8931CEB9D5AE

not a guarantee that the work assigned to be performed by contractor under this agreement shall equal to 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.

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 June 30, 2023 unless terminated pursuant to paragraph 4 (termination), or paragraph 5 (Appropriation). 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 set forth in Section 13-1-150 NMSA 1978.

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.3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Bernadette Foley DocuSigned by: Bernadette Foley 06CBB3E1AA51459...
NAME

Manager, Renewals
TITLE

DATE: 7/14/2022
CRS# 03438834400

Registration # 227255

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 11, 2022 13:50 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

LUS 1004501
Org. Name/Org.#

AH
AH

# City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200613

Contractor: Granicus LLC

Description: **Short Term Rental Compliance and Monitoring Services**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: 7/1/22 Term End Date: 6/30/23

☐ Approved by Council Date: _____

**Contract / Lease:**

Amendment # 3 to the Original Contract / Lease # 19-503

Increase/(Decrease) Amount $ 68,688.28

Extend Termination Date to: June 30, 2023

☑ Approved by Council Date: _____

**Amendment is for: Continuation of Short Term Rental Compliance and Monitoring Services**

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

**Original Contract 19-503 $59,995.00 Exp 6/30/2020**
**Amendment #1 $59,995.00 Exp 6/30/2021**
**Amendment #2 $64,194.00 Exp 6/30/2022**

3. Procurement History: RFP 19/38/P

Purchasing Officer Review: Jul 21, 2022 Date:

Comment & Exceptions: Procured via RFP 19/38/P. Retro approval to 7/1/22

4. Funding Source: Land Use Org / Object: 1004501.510300

Andy Hopkins (Jul 21, 2022 14:20 MDT) Jul 21, 2022

Budget Officer Approval: Date:

Comment & Exceptions: _____

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

Email: ajencinias@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

# BUSINESS REGISTRATION

**Business Name:** GRANICUS LLC
DBA: GRANICUS LLC

**Business Location:** 408 SAINT PETER ST STE. 600
SAINT PAUL, MN 55102

**CRS Number:** 03410639001

**Owner:** GRANICUS LLC

**License Number:** 231277

**License Type:** Business License - Renewable

**Issued Date:** October 01, 2021

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** October 01, 2022

**Fees Paid:** $10.00

GRANICUS LLC
408 SAINT PETER ST STE. 600
SAINT PAUL, MN 55102

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2022 | 12/17/2021

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 Lockton Insurance Brokers, LLC<br>777 S. Figueroa Street, 52nd Fl.<br>CA License #0F15767<br>Los Angeles CA 90017<br>(213) 689-0065 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED 1425437 Granicus, LLC<br>Granicus, Inc.<br>408 Saint Peter Street, Suite 600<br>Saint Paul MN 55102 | INSURER A : National Fire Insurance Co of Hartford — NAIC # 20478<br>INSURER B : Valley Forge Insurance Company — 20508<br>INSURER C : The Continental Insurance Company — 35289<br>INSURER D : Columbia Casualty Company — 31127<br>INSURER E : American Casualty Company of Reading, PA — 20427<br>INSURER F : |

**COVERAGES** GRAIN01 **CERTIFICATE NUMBER:** 14773620 **REVISION NUMBER:** XXXXXXX

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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | N | 6043664103 | 10/20/2021 | 10/20/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY<br>X Comp $100 Ded X Coll $1,000 Ded | N | N | 6043664084 | 10/20/2021 | 10/20/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| C | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | N | N | 6043664098 | 10/20/2021 | 10/20/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 15,000,000<br>$ 15,000,000<br>$ XXXXXXX |
| C<br>E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 6043664067 (AOS)<br>6043664070 (CA) | 10/20/2021<br>10/20/2021 | 10/20/2022<br>10/20/2022 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Prof. Liab/TechE&O/Cyber<br>Network Sec & Privacy | N | N | 596722177 | 12/15/2021 | 12/15/2022 | $5M | |

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

City of Santa Fe is included as Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

**CERTIFICATE HOLDER**

14773620
City of Santa Fe
200 Lincoln Ave
Sante Fe NM 87501

**CANCELLATION** See Attachments

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

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GRANICUS

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

**THIS IS NOT AN INVOICE**

Order Form
Prepared for
Santa Fe City, NM

# Granicus Proposal for Santa Fe City, NM

## ORDER DETAILS

| | |
|---|---|
| **Prepared By:** | Jessica Shubbie |
| **Phone:** | |
| **Email:** | jessica.shubbie@granicus.com |
| **Order #:** | Q-185049 |
| **Prepared On:** | 05/05/2022 |
| **Expires On:** | 06/30/2022 |

## ORDER TERMS

| | |
|---|---|
| **Currency:** | USD |
| **Payment Terms:** | Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) |
| **Current Subscription End Date:** | 06/30/2022 |
| **Period of Performance:** | 07/01/2022 - 06/30/2023 |

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **Annual Fee** |
| Address Identification | Annual | 1 Each | $48,081.00 |
| Compliance Monitoring | Annual | 1 Each | $20,607.28 |
| | | **SUBTOTAL:** | **$68,688.28** |

## PRODUCT DESCRIPTIONS

| Solution | Description |
|---|---|
| Address Identification | Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, & Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction<br>- Updating listing activity and details every 3-5 days<br>- Screenshot activity of every listing<br>- Deduplication of listings into unique Rental Units<br>- Activity dashboard and map to monitor trends and breakdown of compliance |
| Compliance Monitoring | Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7<br>- Configure letter templates with your branding and letterhead<br>- Add as many letter sequences as you need for escalation<br>- Monitor properties that become compliant after letter enforcement |

## TERMS & CONDITIONS

- The terms and conditions set forth in the Agreement effective 06/30/2019 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Santa Fe City, NM to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-185049 dated 05-05-2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Renewal pricing for Address Identification, Compliance Monitoring, Rental Activity Monitoring, 24/7 Hotline, Tax Collection, and Mobile Permitting & Registration is based on the average volume of rental listings or units for the preceding 10-12 months and is subject to volume-based pricing adjustments as described herein.

## BILLING INFORMATION

| | | | |
|---|---|---|---|
| **Billing Contact:** | | **Purchase Order Required?** | [ ] - No<br>[ ] - Yes |
| **Billing Address:** | | **PO Number:**<br>*If PO required* | |
| **Billing Email:** | | **Billing Phone:** | |

**If submitting a Purchase Order, please include the following language:**
*The pricing, terms, and conditions of quote Q-185049 dated 05/05/2022 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

## AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

| **Santa Fe City, NM** | |
|---|---|
| **Signature:** | |
| **Name:** | |
| **Title:** | |
| **Date:** | |

ITEM # 19-0503

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 **HOST COMPLIANCE LLC**, 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:

The Scope of Work for the Short Term Rental Compliance and Program Monitoring Services shall include the following Core Services:

1) Develop a system for the City's STR registration process that interfaces with STR website listings, the City's GIS inventory and any other source that is consistent with the City's technology requirements to assist with inventory updates, compliance reports, and enforcement of regulations;
2) Provide a compliance report at least weekly, but preferably on demand, that includes:
   a. An updated inventory of all known STRs, including those permitted through the City and those operating in the City's metropolitan area (outside of City limits);
   b. Identification of units and hosts operating in possible violation of the STR ordinance;
   c. Summary of any complaints submitted relative to STRs;
   d. Documentation of violations that meets the standards of a court of law, tracking enforcement actions and status, and accounting for penalty payment collections and delinquencies;
   e. Keeping updated an online information management system to provide public access to anonymized data about STRs.
3) Provide any other information or necessary assistance to pursue violations or respond to complaints;
4) Develop marketing materials and conduct outreach to permit holders and neighbors to ensure that hosts are obtaining all necessary authorizations, understanding their taxation liabilities, conducting required public notification, and are responsive to complaints from surrounding residents;
5) Perform as necessary agreed-upon reports, market analysis, and documentation at the request of Land Use staff.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1. Deliverables pursuant to the Core Services outlined above.

2. Advice on improvements to the implementation of the Short-Term Rentals Ordinance, 14-6.2(A) SFCC 1987.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) of achieving improved implementation, management and compliance with the Short-Term Rentals Ordinance, 14-6.2(A) SFCC 1987.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed per the scope of work listed above compensation not to exceed $59,995, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, if required, shall not exceed $59,995. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal to 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, and in no event prior to June 30, 2019. This Agreement shall terminate on **June 30, 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: Carol Johnson, Land Use Director, City of Santa Fe, 200 Lincoln Avenue, Santa Fe, NM 87504, crjohnson@santafenm.gov.

To the Contractor: Ulrik Binzer, President & CEO, Host Compliance LLC, 1037 NE 65th Street, #81158, Seattle, WA 98115, binzer@hostcompliance.com.

27. **Authority.**

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

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:

ERIK LITZENBERG, CITY MANAGER

DATE: 6/25/19

CONTRACTOR:
Host Compliance LLC

NAME AND TITLE

DATE: 6/18/19

CRS# 03-438894-00-0

Registration # 19 00158520

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

6/12/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR 6-24-19

1001.12182.510310
Business Unit Line Item

**Signature:** Vigil (Aug 21, 2020 08:52 MDT)

**Email:** xivigil@santafenm.gov

# City of Santa Fe, New Mexico

# memo

DATE: June 25, 2020

TO: Mary McCoy, Director
Finance Department

FROM: Amanda Encinias, Administrative Manager
Land Use Department

RE: PSA Amendment #1-Host Compliance, LLC-Short Term Rental Services

The Land Use Department requests your approval of amendment #1 for Contract #19-503, between the City of Santa Fe and Host Compliance, LLC for short term rental monitoring and compliance services. The original contract expires on June 30, 2020 and the request is to extend for an additional fiscal year to expire on 6/30/2021, and to increase compensation by an additional $59,995.00 inclusive of GRT. The Land Use Department heavily relies on Host Compliance for assistance with the management and enforcement of the Short Term Rental Ordinance. Munis contract number is 3200613 and budget will be available in org/obj 1004501.510310 on July 1, 2020.

The Land Use Department requests your approval of amendment #1 to contract #19-503

Thank you for your consideration in this matter.

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Host Compliance

Procurement Title: Professional Services Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Land Use Staff Name Amanda Encinias

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Amanda Encinias | Administrative Manager | 8/17/20

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 contract.

# City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Host Compliance LLC

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $59,995.00

Termination Date: June 30, 2021

☐ Approved by Council Date:

☑ or by City Manager Date: June 25, 2019

Contract is for: Short-Term Rental Compliance and Monitoring Services

Amendment # 1 to the Original Contract# 19-503

Increase/(Decrease) Amount $ $59,995.00

Extend Termination Date to: June 30, 2021

☐ Approved by Council

☐ or by City Manager Date:

Amendment is for: Continuation of Short Term Rental Compliance and Monitoring Services

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of GRT

Amount $ 59,995.00 of original Contract# 19-503 Termination Date: 6/30/2020
Reason: Short Term Rental Compliance and Monitoring Services

Amount $ 59,995.00 amendment # 1 Termination Date: 6/30/2021
Reason: Continuation of Short Term Rental Compliance and Monitoring Services

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: $ _____

# City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/38/P Date: April 29, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** _____
example: (First year of 4 year contract)

Jon Dunaway (Aug 19, 2020 17:24 MDT)

**Purchasing Officer Review**

**Comments or Exceptions:** _____

7 **Funding Source:** General Fund **BU/Line Item:** 1004601.510310

Alexis Lotero (Aug 18, 2020 16:57 MDT)

**Budget Officer Approval**

**Comments or Exceptions:** MUNIS CONTRACT #3200613

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Amanda Encinias

Phone # 505-955-6617

10 **Certificate of Insurance attached.** (if original Contract) ☑

**Submit to City Attorney for review/signature**
**Forward to Finance Director for review/signature**
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

**Comments:**

Item# 20-0412
Munis Contract#3200613

**CITY OF SANTA FE**
**AMENDMENT No. 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#19-0503**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 25th, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and HOST COMPLIANCE LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide Short Term Rental Compliance and Program Monitoring Services.

B. 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 $59,995 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed per the scope of work listed above compensation not to exceed $119,990.00, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, if required, shall not exceed $119,990.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal to 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.

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 NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY, and in no event prior to June 30, 2020. This Agreement shall terminate on **June 30, 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.

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 Agreement as of the dates set forth below.

CITY OF SANTA FE:

Jarel Lapan Hill
Jarel Lapan Hill (Aug 21, 2020 09:04 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: Aug 21, 2020

CONTRACTOR:
Host Compliance LLC

NAME & TITLE

Mark Hynes
TITLE

DATE: 7/8/2020
CRS#03438894000

Registration # 227255

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez | Jun 24, 2020 13:10 MDT

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

Land Use 1004501

Org. Name/Org.#

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2020 | 10/21/2019

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: Lockton Insurance Brokers, LLC<br>CA License #OF15767<br>Three Embarcadero Center, Suite 600<br>San Francisco CA 94111<br>(415) 568-4000 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>1425437 Granicus, LLC<br>Granicus, Inc<br>408 Saint Peter Street<br>Suite 600<br>Saint Paul MN 55102 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A: National Fire Insurance Co of Hartford — 20478<br>INSURER B: Valley Forge Insurance Company — 20508<br>INSURER C: The Continental Insurance Company — 35289<br>INSURER D: Columbia Casualty Company — 31127<br>INSURER E:<br>INSURER F: |

COVERAGES GRAIN01 CERTIFICATE NUMBER: 14773620 REVISION NUMBER: XXXXXXX

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 | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [X] LOC<br>[ ] OTHER: | Y | N | 6043664103 | 10/20/2019 | 10/20/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY<br>[X] Comp $100 Ded [X] Coll $1,000 Ded | N | N | 6043664084 | 10/20/2019 | 10/20/2020 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | N | N | 6043664098 | 10/20/2019 | 10/20/2020 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ XXXXXXX |
| C C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 6043364067 (AOS)<br>6043364070 (CA) | 10/20/2019<br>10/20/2019 | 10/20/2020<br>10/20/2020 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Prof. Liab / Tech E&O<br>Network Sec & Privacy Liab | N | N | 596722177 (E&O) | 10/20/2019 | 10/20/2020 | $5M/ $25K RET. | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Santa Fe is included as Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

14773620
City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION See Attachments

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

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

# BUSINESS REGISTRATION

**Business Name:** HOST COMPLIANCE LLC
DBA: HOST COMPLIANCE LLC

**Business Location:** 1037 NE 65TH ST
SEATTLE, WA 98115

**Owner:** HOST COMPLIANCE LLC

**License Number:** 227255

**Issued Date:** April 14, 2020

**Expiration Date:** December 31, 2020

**CRS Number:** 03438894000

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** $10.00

HOST COMPLIANCE LLC
1037 NE 65TH ST
SEATTLE, WA 98115

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**

Ver. 16 2/7/2020

# City of Santa Fe, New Mexico

# memo

DATE: June 25, 2021

TO: Jarel Lapan Hill, City Manager

FROM: Jason Kluck, Interim Director
Land Use Department

RE: PSA Amendment #2-Granicus, LLC-Short Term Rental Services

The Land Use Department requests your approval of amendment #2 for Contract #19-503, between the City of Santa Fe and Granicus LLC, previously Host Compliance, LLC for short term rental monitoring and compliance services. Amendment #1 expires on June 30, 2021 and the request is to extend for an additional fiscal year to expire on 6/30/2022, and to increase compensation by an additional $64,194.65 inclusive of GRT. The Land Use Department heavily relies on Granicus for assistance with the management and enforcement of the Short Term Rental Ordinance. The original contract was drafted for Host Compliance but the company has since changed their name to Granicus LLC. Attached is a W-9 and the acquisition letter for reference. Munis contract number is 3200613 and budget will be available in org/obj 1004501.510310 on July 1, 2021.

The Land Use Department requests your approval of amendment #2 to contract #19-503

Thank you for your consideration in this matter.

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Host Compliance

Procurement Title: Professional Services Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Land Use Staff Name Amanda Encinias

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Amanda Encinias — Administrative Manager — 10/25/21

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

Chief Procurment Officer

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 contract.

Item# 21- 0553
Munis Contract# 3200613

**CITY OF SANTA FE**
**AMENDMENT No. 2 TO**
**PROFESSIONAL SERVICES AGREEMENT**
**ITEM#19-503**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 25, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Granicus, LLC d/b/a Granicus f/k/a Host Compliance LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, Contractor has agreed to provide Short Term Rental Compliance and Program Monitoring Services.

B. 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. NAME CHANGE.

On November 8, 2019, Host Compliance, LLC was acquired and is now known as Granicus, LLC d/b/a Granicus. Granicus will be assuming its operations, support, and client care.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $64,194.65 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily

performed per the scope of work listed above compensation not to exceed $184,184.65 including gross receipts tax. The total amount payable to the contractor under this agreement, including gross receipts tax and expenses, if required, shall not exceed $184,184.65. This amount is a maximum and not a guarantee that the work assigned to be performed by contractor under this agreement shall equal to 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.

3. TERM:

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

This Agreement shall not become effective until approved by the City, and in no event prior to June 30, 2021. This agreement shall terminate on June 30, 2022 unless terminated pursuant to paragraph 4 (termination), or paragraph 5 (Appropriation). 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. 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:

Jarel LaPan Hill
Jarel LaPan Hill (Oct 14, 2021 14:27 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: Oct 14, 2021

CONTRACTOR:
GRANICUS LLC

Jessica Yang

NAME

Manager of Business and Contracts

TITLE

DATE: Jul 13, 2021

CRS# 03438894000

Registration # 227255

ATTEST:

Kristine M. Mihelcic

KRISTINE M. MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 8, 2021 08:42 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

Land Use 1004501

Org. Name/Org.# AJH

GRANICUS
408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
**Santa Fe City, NM**

# Granicus Proposal for Santa Fe City, NM

## ORDER DETAILS

| | |
|---|---|
| **Prepared By:** | Lexi Huhta |
| **Phone:** | |
| **Email:** | alexis.huhta@granicus.com |
| **Order #:** | Q-135144 |
| **Prepared On:** | 07/13/2021 |
| **Expires On:** | 06/30/2021 |

## ORDER TERMS

| | |
|---|---|
| **Currency:** | USD |
| **Payment Terms:** | Net 30 (Payments for subscriptions are due at the beginning of the period of performance.) |

**Current Subscription End Date:** 06/30/2021

**Period of Performance:** 07/01/2021 - 06/30/2022

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

| Renewing Subscription Fees | | | |
|---|---|---|---|
| **Solution** | **Billing Frequency** | **Quantity/Unit** | **Annual Fee** |
| Address Identification | Annual | 1 Each | $44,935.51 |
| Compliance Monitoring | Annual | 1 Each | $19,259.14 |
| | | **SUBTOTAL:** | **$64,194.65** |

## PRODUCT DESCRIPTIONS

| Solution | Description |
|---|---|
| Address Identification | Service to systematically identify the addresses and owner's contact information for short-term rentals located in a specific local government's jurisdiction. Data provided in the form of a online software platform which makes it easy to access the complete property and owner address information and screenshots for all identifiable short-term rental units. |
| Compliance Monitoring | Ongoing monitoring of a specific jurisdiction's short-term rentals for compliance with the relevant registration/licensing/permitting requirements. In practice this involves the matching and cross-referencing of Host Compliance's always up-to-date database of actively listed short-term rentals, with the jurisdiction's database of properly registered/licensed/permitted short-term rentals. |

## TERMS & CONDITIONS

- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Santa Fe City, NM to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.
- Renewal pricing for Address Identification, Compliance Monitoring, Rental Activity Monitoring, 24/7 Hotline, Tax Collection, and Mobile Permitting & Registration is based on the average volume of rental listings or units for the preceding 10-12 months and is subject to volume-based pricing adjustments as described herein.

# City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Granicus LLC

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $59,995.00

Termination Date: June 30, 2021

☐ Approved by Council Date:

☑ or by City Manager Date: June 25, 2019

**Contract is for:** Short-Term Rental Compliance and Monitoring Services

Amendment # 2 to the Original Contract# 19-503

Increase/(Decrease) Amount $ $64,194.65

Extend Termination Date to: June 30, 2022

☐ Approved by Council

☑ or by City Manager Date:

**Amendment is for:** Continuation of Short Term Rental Compliance and Monitoring Services

4 History of **Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of GRT

Amount $ 59,995.00 of original Contract# 19-503 Termination Date: 6/30/2020
Reason: Short Term Rental Compliance and Monitoring Services

Amount $ 59,995.00 amendment # 1 Termination Date: 6/30/2021
Reason: Continuation of Short Term Rental Compliance and Monitoring Services

Amount $ 64,194.65 amendment # 2 Termination Date: 6/30/2022
Reason:

Amount $ amendment # Termination Date:
Reason:

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ $184,184.65

## City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

5 Procurement **Method of Original Contract:** (complete one of the lines)

RFP/# 19/38/P Date: April 29, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement **History:** _____
example: (First year of 4 year contract)

Purchasing **Officer Review**

Comments **or Exceptions:** 2nd term and compensation for RFP 19/38/P

7 Funding **Source:** General Fund **BU/Line Item:** 1004501.510310

Budget **Officer Approval**

Comments **or Exceptions:** MUNIS CONTRACT #3200613

8 Any **out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 Staff Contact **who completed this form:** Amanda Encinias

Phone # 505-955-6617

10 Certificate **of Insurance attached.** (if original Contract) ☑

**Submit to City Attorney for review/signature**
**Forward to Finance Director for review/signature**
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

**Comments:**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2021 | 10/20/2020

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
Lockton Insurance Brokers, LLC
CA License #0F15767
Three Embarcadero Center, Suite 600
San Francisco CA 94111
(415) 568-4000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : National Fire Insurance Co of Hartford | 20478 |
| INSURER B : Continental Casualty Company | 20443 |
| INSURER C : The Continental Insurance Company | 35289 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
1418581
Granicus, LLC
408 Saint Peter Street
Suite 600
Saint Paul MN 55102

COVERAGES GRAIN01 CERTIFICATE NUMBER: 17071387 REVISION NUMBER: XXXXXXX

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 | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | N | N | 6043664103 | 10/20/2020 | 10/20/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | N | N | 6043664084 | 10/20/2020 | 10/20/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ XXXXXXX |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ XXXXXXX |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ XXXXXXX |
| | X Comp $100 Ded / X Coll $1,000 Ded | | | | | | | $ XXXXXXX |
| | UMBRELLA LIAB / OCCUR | | | NOT APPLICABLE | | | EACH OCCURRENCE | $ XXXXXXX |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ XXXXXXX |
| | DED / RETENTION $ | | | | | | | $ XXXXXXX |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | N | 6043364067 (AOS) | 10/20/2020 | 10/20/2021 | X PER STATUTE / OTH-ER | |
| C | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH) | | | 6043364070 (CA) | 10/20/2020 | 10/20/2021 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

CERTIFICATE HOLDER
17071387
Evidence Only

CANCELLATION See Attachment

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
Adam D. McDonald

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment Code: D568356 Master ID: 1418581, Certificate ID: 17071387



To whom **it may concern:**

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17071387.**

- Email: PacificeDelivery@lockton.com
- Phone: (213) 689-2300

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton **Insurance Brokers, LLC – Pacific Series**

Lockton Insurance Brokers, LLC
License #0E15767
777 S Figueroa Street, 52nd Fl / Los Angeles, CA 90017-5821
213-689-0065 / FAX: 213-689-0550
lockton.com

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title - Request for Approval of Amendment No. 2 of the Lease Agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority to Allow Non-Housing Uses for a Specific Part of the Property, as Shown on the Survey Exhibit (Alexandra Ladd, Office of Affordable Housing: agladd@santafenm.gov, 505-955-6346).

**Committee Review**

Finance Committee – 8/15/2022
Quality of Life Committee – 8/17/2022
Public Works & Utilities Committee – 8/29/2022
Governing Body – 8/31/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 22-15585

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

**VOTE SUMMARY**




Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 08/17/2022

Meeting Committee - Quality of Life Committee

Item Title - Request for Approval of Amendment No. 2 of the Lease Agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority to Allow Non-Housing Uses for a Specific Part of the Property, as Shown on the Survey Exhibit (Alexandra Ladd, Office of Affordable Housing: agladd@santafenm.gov, 505-955-6346).

**Committee Review**

Finance Committee – 8/15/2022
Quality of Life Committee – 8/17/2022
Public Works & Utilities Committee – 8/29/2022
Governing Body – 8/31/2022

Item Type - contract amendment

Item Owner - Alexandra Ladd

Item Sponsor -

Item Tracking Number - 22-15585

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Renee Villarreal

Motion Status -

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

**VOTE SUMMARY**

City of Santa Fe

Vote Abstain Names -

Vote Absent Names - Amanda Chavez

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

# City of Santa Fe, New Mexico

# memo

**Date:** April 18, 2022

**To:** Finance Committee – August 15
Quality of Life Committee – August 17, 2022
Public Works Committee – August 29, 2022
Santa Fe City Council – August 31, 2022

**From:** Alexandra Ladd, Director, Office of Affordable Housing

**Re:** Amendment #2 to Lease Agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority

---

**ACTION REQUESTED**

Request approval of Amendment #2 of the lease agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority to allow non-housing uses for a specific part of the property, as shown on the survey exhibit.

**BACKGROUND**

Some of the properties operated by the Santa Fe Civic Housing Authority (SFCHA) are sited on city-owned land, whereby SFCHA manages the units and provides services to the residents. The use of the property in the Hopewall-Mann neighborhood of Santa Fe is governed by a lease that was put in place in 2013. At the time, the Housing Authority was applying for low income housing tax credits (LIHTC) and the underwriting requirements included standard language about limiting uses of the property to housing units.

**ITEM AND ISSUE**

Over the course of the renovation, SFCHA determined that the buildings on one portion of the property were obsolete and not appropriate for renovation. The odd shape of the parcel also prohibited the construction of new units in a cost effective manner. At that time, SFCHA reached out to residents and local service providers and determined that there was a need for a community health center in the neighborhood. The Hopewell-Mann neighborhood has a poverty rate of over 30% and many people do not have reliable transportation to access various services. Presbyterian Medical Services (PMS) agreed to provide services and SFCHA raised funds to design and build a medical center to serve the neighborhood. This center is walkable to over 400 families. An additional space in the building is operated by a provider of vision and dental care.

In order to make the community services consistent with the terms of its lease with the City, SFCHA requests a language modification that would enable eligible uses to include community services.

# City of Santa Fe, New Mexico

# memo

**Date:** April 18, 2022

**To:** Finance Committee – August 15
Quality of Life Committee – August 17, 2022
Public Works Committee – August 29, 2022
Santa Fe City Council – August 31, 2022

**From:** Alexandra Ladd, Director, Office of Affordable Housing

**Re:** Amendment #2 to Lease Agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority

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**ACTION REQUESTED**

Request approval of Amendment #2 of the lease agreement between the City of Santa Fe and the Santa Fe Civic Housing Authority to allow non-housing uses for a specific part of the property, as shown on the survey exhibit.

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**ITEM AND ISSUE**

Over the course of the renovation, SFCHA determined that the buildings on one portion of the property were obsolete and not appropriate for renovation. The odd shape of the parcel also prohibited the construction of new units in a cost effective manner. At that time, SFCHA reached out to residents and local service providers and determined that there was a need for a community health center in the neighborhood. The Hopewell-Mann neighborhood has a poverty rate of over 30% and many people do not have reliable transportation to access various services. Presbyterian Medical Services (PMS) agreed to provide services and SFCHA raised funds to design and build a medical center to serve the neighborhood. This center is walkable to over 400 families. An additional space in the building is operated by a provider of vision and dental care.

In order to make the community services consistent with the terms of its lease with the City, SFCHA requests a language modification that would enable eligible uses to include community services.

**Second Amendment to Lease**
**between**
**Santa Fe Civic Housing Authority, Inc.**
**and**
**City of Santa Fe, New Mexico**

This Second Amendment to Lease ("Amendment") is made effective this ____ day of _____, 2022 (the "Effective Date"), by and between Santa Fe Civic Housing Authority, Inc., a New Mexico nonprofit corporation ("Tenant"), located at 664 Alta Vista Street, Santa Fe, New Mexico 87505, and the City of Santa Fe, New Mexico ("Landlord"), for and in consideration of the mutual covenants hereinafter contained, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

## RECITALS

A. Tenant and Landlord entered into that certain *Lease 1 Between City of Santa Fe and Santa Fe Civic Housing Authority* dated as of June 12, 2013 (the "Lease"), and recorded in the Office of the County Clerk of Santa Fe County, New Mexico on August 15, 2013 as Instrument No. 1715128, that leases the premises described therein consisting of land legally described on Exhibit A attached thereto (the "Premises"); and

B. Tenant and Landlord entered into that certain *First Amendment to Lease Between Santa Fe Civic Housing Authority, Inc. and City of Santa Fe, New Mexico* as of December 18, 2014 (the "First Amendment"), and recorded in the Office of the County Clerk of Santa Fe County, New Mexico on December 22, 2014 as Instrument No. 1753609; and

C. Section 9.1 of the Lease ("Permitted Use"), as amended by the First Amendment, restricts use of the Premises to "Multi-family mixed income rental units"; and

D. The parties wish to amend the Lease and the First Amendment to allow certain additional uses, specifically the development, marketing for lease and leasing of a certain portion of the Premises for public health and other community services, and associated administrative operations.

**NOW, THEREFORE**, in consideration of the foregoing, the covenants of the parties hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

## SECOND AMENDMENT

Article 9.1 of the Lease and the First Amendment shall be amended as follows (added material in underline):

**Section 9.1 Permitted Use.**

Tenant shall throughout the Term continuously use and operate the Premises, and/or any future development only for the following uses and such other uses as are reasonably and customarily attendant to such uses: the leasing of Multi-family mixed income rental units, including but not limited to, development, marketing for lease and leasing of Section Eight housing and the RAD Program, and, with respect to "Proposed Lot AR" shown on the survey exhibit attached hereto as Exhibit A, the leasing of public health and community services facilities, including but not limited to, development, marketing for lease and leasing of facilities for provision of health and other community services to the Santa Fe, New Mexico service area and associated administrative operations. The Tenant agrees to operate the Premises and/or any future development in a manner which strictly satisfies the requirements of this Lease and the Applicable Housing Requirements.

For Purposes of this Section, "Applicable Housing Requirements" shall mean any applicable HUD and New Mexico housing authority guidelines and requirements of the Rental Assistance Demonstration conversion program and project based rental assistance programs, as well as all requirements of the Low-Income Housing Tax Credit program under Section 42 of the Internal Revenue Code of 1986.

IN WITNESS WHEREOF the parties have executed this First Amendment to Lease effective as of the above date.

**LANDLORD:**
**THE CITY OF SANTA FE, NEW MEXICO**

**By: _____**
**Name: Alan M. Webber**
**Its: Mayor**

**STATE OF NEW MEXICO )**
**) ss.**
**COUNTY OF SANTA FE )**

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Alan M. Webber, personally known to me, Mayor, City of Santa Fe, a public body established pursuant to New Mexico statutes.

_____
Notary Public, State of New Mexico

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

7/29/22
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ALEXIS LOTERO
INTERIM FINANCE DIRECTOR

**TENANT:**

**SANTA FE CIVIC HOUSING AUTHORITY, INC., a New Mexico nonprofit corporation**

**By:** Ed Romero
**Name: Ed Romero**
**Its: Executive Director**

**City Clerk**

**STATE OF NEW MEXICO )**
**) ss.**
**COUNTY OF SANTA FE )**

The foregoing instrument was acknowledged before me this 8th day of August, 2022, by Ed Romero, personally known to me.

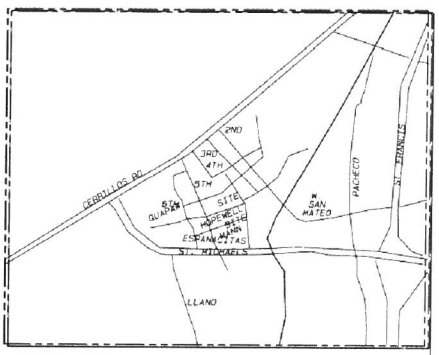
Nellie Olivas
Notary Public, State of New Mexico

STATE OF NEW MEXICO
NOTARY PUBLIC
NELLIE OLIVAS
COMMISSION # 1135368
COMMISSION EXPIRES 08/30/2025

# ALTA/ACSM BOUNDARY SURVEY
# OF A PORTION OF ZIMMERMAN'S TRACT No. 236
# For The Santa Fe City Housing Authority

SITUATE WITHIN PROJECTED SECTION 19, T10N, R17E, NMPM
SANTA FE LAND GRANT
CITY & COUNTY OF SANTA FE, NEW MEXICO
CONTAINING 254220 SQUARE FEET, 5.837 AC±

THIS PLAT DOES NOT CREATE ANY NEW TRACTS OR LOTS.
AREAS SHOWN ARE PROPOSED AND FOR THE PURPOSE OF ILLUSTRATION ONLY




VICINITY MAP NOT TO SCALE

STREET ADDRESSES OF RESIDENCES SURVEYED, HEREON:
1750, 1752, 1754, 1756, 1758, 1760, 1762, 1764, 1766, 1768, 1770, 1772, 1773, 1774, 1775, 1776, 1777, 1779, 1781, 1783, 1785, 1786, 1787 & 1788
HOPEWELL STREET
&
1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764 & 1765
MANN STREET

## NOTES

1) BASIS OF BEARINGS IS GEODETIC AZIMUTH FROM GPS OBSERVATION. ANY MONUMENTED LINE MAY BE UTILISED AS A LOCAL BASIS OF BEARINGS. BASIS OF ELEVATION IS TAKEN FROM AUTONOMOUS GPS OBSERVATION.

2) RECORD BEARINGS AND DISTANCES FROM WARRANTYDEED G. THOMAS TO THE CITY OF SANTA FE RECORDED AT THE OFFICE OF THE SANTA FE COUNTY CLERK IN BOOK 196, PAGE 549 DUE TO LACK OF FOUND MONUMENTATION & LEGAL DESCRIPTION MISCLOSURE, ADJOINER MONUMENTATION AND RIGHTS OF WAYS HOPEWELL, MANN & ESPANACITAS STREET WERE USED TO DETERMINE BOUNDARY BASIS.

3) PLATS OF SURVEY USED AS REFERENCE BOUNDARY DOCUMENTS ARE LISTED WITHIN THE APPROPRIATE ADJOINERS INFORMATION.

4) A PORTION OF THIS PROPERTY LIES WITHIN ZONE "AE" "Areas subject to inundation by the 1-percent-annual-chance flood event". THE REMAINDER LIES WITHIN ZONE "X" "Areas determined to be outside of the 1-percent-annual-chance flood event" AS PER FIRM PANELS 35049C0412E (2/18/11) & 35049C0411E (2/18/11).

REFER TO PLAT OF SURVEY RECORDED IN BOOK 758, PAGES 44-45

THIS PLAT DOES NOT CREATE ANY
NEW TRACTS OR LOTS.
AREAS SHOWN ARE PROPOSED
AND FOR THE PURPOSE OF
ILLUSTRATION ONLY

ZONING NOTE:
ALL LOTS ARE ZONED R10
Multiple-family of 6 or more units: 40 single-family, two-family, or multiple-family of less than 6 units: 40; 70 if private open space is provided.
SETBACKS ARE 15' BACK, 20' FRONT (GARAGE) AND 15' FRONT, BUILDING AND 10' SIDE
ALL BUILDINGS ARE IN COMPLIANCE
HEIGHT:
HEIGHT OF RESIDENTIAL STRUCTURES IS LIMITED TO 24'
ALL BUILDINGS ARE IN COMPLIANCE
PARKING
PARKING IS DETERMINED BY SIZE OF UNIT, 72 SPACES REQUIRED, 75 PROVIDED
INCLUDING ON STREET PARKING
ALL UNITS ARE IN COMPLIANCE.

NOTE:
ALL RESIDENCES HAVE LEGAL
ACCESS TO AND THROUGH THE
PUBLIC RIGHT OF WAY OF MANN, HOPEWELL
& ESPANACITAS STREETS THROUGH THE NON DEDICATED
EXTENSIONS OF MANN & HOPEWELL STREETS WHICH REMAIN AS
FEE SIMPLE PROPERTY OF TRACT Z-236

EASEMENT NOTE OF SCHEDULE BII, OF First American Title Insurance Company
Title Commitment No. 1962994-SF01 effective 9/12/2014
EXCEPTION 22
Easement filed January 14, 1954, recorded in Book Misc. 84, Page 147, as Document No. 116, 146, records of Santa Fe County, New Mexico.
EXCEPTION 23
Deed For Easement Of Way filed February 7, 1956, recorded in Book Misc. 114, Page 130, as Document No. 212,897, records of Santa Fe County, New Mexico
EXCEPTION 24
shown on plat recorded in Plat Book 758, Page 044-045, records of Santa Fe County, New Mexico.
ALL IMPROVEMENTS AND EASEMENTS PERTENANT TO EXCEPTION 24 ARE SHOWN.

NOTE AS PER ALTA, TABLE A, ITEMS 16, 18 & 19
THERE IS NO HISTORICAL, DOCUMENTED OR OBSERVABLE EVIDENCE
OF WETLANDS, USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL
THERE IS NO OBSERVABLE EVIDENCE OF
RECENT EARTHWORK, EXCAVATION OR SURFACE DISTURBANCE

NOTE AS TO ENCROACHMENTS
THERE IS AN APPARENT ENCROACHMENT
OF THE EAVES OF No. 1764, MANN STREET
AS SHOWN BY DIMENSIONS, ALONG THE RIGHT OF WAY EASEMENT
OF EXCEPTION 22

## SURVEYOR'S CERTIFICATE

I, Mitchel K. Noonan, certify to Santa Fe Community Living LLC, U.S. Bancorp Community Development Corporation, U.S. Bank, NA, Santa Fe Civic Housing Authority, Santa Fe RAD Development LLC, New Mexico Mortgage Finance Authority and First American Title Insurance Company and their respective successors and assigns:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 7(a), 8(b) 8-9, 10(a) , 11(a) &11 (b) , 12 -14, 16, 16-20 of Table A thereof.

The field work was completed on 11/11/2014

MITCHEL K. NOONAN N.M.P.L.S. NO.: 6998

## SURVEYOR'S CERTIFICATE

I, MITCHEL K. NOONAN, N.M.P.L.S. NO.: 6998 DO HEREBY CERTIFY, THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED, WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT. 04/13/2015

MITCHEL K. NOONAN N.M.P.L.S. NO.: 6998

| REVISIONS BY | DATE |
|---|---|
| | |
| | |
| | |
| | |
| | |

SHEET 1 OF 2

COUNTY OF SANTA FE }
STATE OF NEW MEXICO } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THE ____ DAY OF _____ A.D. 20__ AT _____ O'CLOCK _____M AND WAS DULY RECORDED IN PLAT BOOK _____ PAGE _____, OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
VALLERIE ESPINOZA
COUNTY CLERK, SANTA FE COUNTY, N.M.

DEPUTY

### PUBLIC NOTICE

THIS SURVEY IS BASED ON THOSE RECORDED DOCUMENTS NOTED HEREON. CITY OF SANTA FE STAFF MUST APPROVE ALL DOCUMENTS SUBMITTED WITH AN APPLICATION FOR A BUILDING PERMIT AND MAY REQUIRE SUBMITTAL OF ADDITIONAL DOCUMENTATION TO PROVE LEGAL LOT OF RECORD.

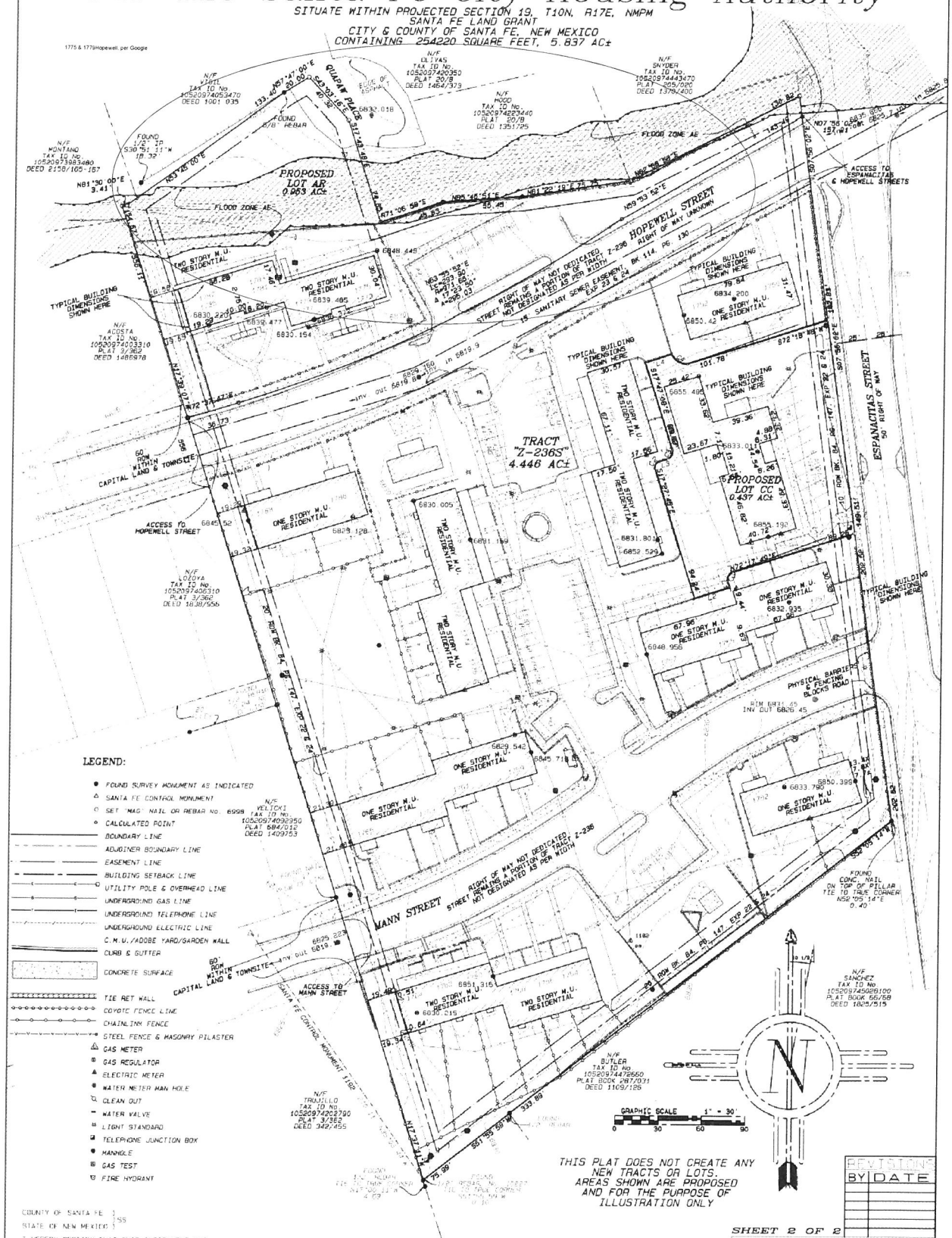
INDEXING INFORMATION FOR COUNTY CLERK
A) NAME: SANTA FE CITY HOUSING AUTHORITY
FILED: BOOK 196, PAGE 549
B) SUBD: ZIMMERMAN'S TRACT #236
C) SECTIONS: S 34, T 17 N, R 9 E
C) UPC N/A


SOUTHWEST MOUNTAIN SURVEYS
1114 HICKOX ST., SANTA FE, N.M. 87501
(505) 982-0429 FAX (505) 988-3413


DATE(S): 11/11/2014 PROJECT No: C-24634-2

# ALTA/ACSM BOUNDARY SURVEY
# OF A PORTION OF ZIMMERMAN'S TRACT No. 236
# For The Santa Fe City Housing Authority

SITUATE WITHIN PROJECTED SECTION 19, T10N, R17E, NMPM
SANTA FE LAND GRANT
CITY & COUNTY OF SANTA FE, NEW MEXICO
CONTAINING 254220 SQUARE FEET, 5.837 AC±


1775 & 1779 Hopewell, per Google
PROPOSED LOT AR 0.053 AC±
TRACT "Z-236S" 4.446 AC±
PROPOSED LOT CC 0.437 AC±
HOPEWELL STREET
ESPANACITAS STREET
MANN STREET
QUARAI PLACE
FLOOD ZONE AE
ACCESS TO ESPANACITAS & HOPEWELL STREETS
ACCESS TO HOPEWELL STREET
ACCESS TO MANN STREET
60' ROW WITHIN CAPITAL LAND & TOWNSITE
TWO STORY M.U. RESIDENTIAL
ONE STORY M.U. RESIDENTIAL
TYPICAL BUILDING DIMENSIONS SHOWN HERE
PHYSICAL BARRIER & FENCING BLOCKS ROAD
FOUND CONC. NAIL ON TOP OF PILLAR TIE TO TRUE CORNER N52°05'14"E 0.40
SANTA FE CONTROL MONUMENT 1152
N/F VIGIL TAX ID No. 1052097405347O DEED 1001/035
N/F OLIVAS TAX ID No. 1052097400350 PLAT 20/8 DEED 1464/379
N/F SNYDER TAX ID No. 1052097444347O PLAT 305/095 DEED 1379/400
N/F MONTANO TAX ID No. 1052097398348O DEED 2158/165-167
N/F ACOSTA TAX ID No. 1052097400331O PLAT 3/362 DEED 1486/878
N/F LOZOYA TAX ID No. 1052097406310 PLAT 3/362 DEED 1638/956
N/F VELICKI TAX ID No. 1052097409235O PLAT 584/012 DEED 1409/153
N/F SANCHEZ TAX ID No. 1052097450281OO PLAT BOOK 66/58 DEED 1625/515
N/F BUTLER TAX ID No. 1052097477866O PLAT BOOK 287/071 DEED 1109/126
N/F TRUJILLO TAX ID No. 1052097402790 PLAT 3/362 DEED 342/455
N/F HOOD TAX ID No. 1052097422344O PLAT 20/8 DEED 1351/25
FOUND 1/2" ID S30°51'11"W 18.32
FOUND #/8 REBAR
SET "MAG" NAIL OR REBAR No. 6998
S17°39'56"E 333.69'
N72°37'47"E 330.73'
N17°22'13"W 333.69'
S72°37'47"W 330.73'
N17°22'13"W 79.98'
S17°39'56"E 79.98'
N72°37'47"E 330.73'
S17°22'13"E 333.69'
S72°37'47"W 330.73'
N17°22'13"W 333.69

# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract # _____

Contractor: **Santa Fe Civic Housing Authority Lease (2nd Amendment)**

Description: **Lease agreement between the City of SF and SF Civic Housing Authority. to allow non-housing uses for a specific part of the property, as shown on the survey exhibit.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **05/01/2022** Term End Date: _____

☐ Approved by Council Date: _____

**Contract / Lease:**

Amendment # **2** to the Original Contract / Lease # **13-0635;14-1220**

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

**Amendment is for:**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
   **Original Lease Agreement: July 16, 2013**
   **Amendment #1: December 2014**
   **Amendment #2: May 2022**

3. Procurement History: **N/A**
   Purchasing Officer Review: _____ Date: 5/25/22.
   Comment & Exceptions: No Procurement. Department must obtain Sigs for SFC.

4. Funding Source: **AHTF** Org / Object: **2572750.470500** N/A.
   Budget Officer Approval: _____ Date: 5/25/22
   Comment & Exceptions: _____

**Staff Contact who completed this form:** **Roberta Catanach** Phone # **505-955-6421**

Email: **rlcatanach@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CoverMemo SFCHA_Hopewell_Lease_Amendment

Final Audit Report 2022-04-25

| | |
|---|---|
| Created: | 2022-04-25 |
| By: | Roberta Catanach (rlcatanach@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAbUGbv6g3TrmRu6N40-OjfSuEJjqUtuSb |

## "CoverMemo SFCHA_Hopewell_Lease_Amendment" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2022-04-25 - 8:34:29 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2022-04-25 - 8:35:34 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2022-04-25 - 11:01:35 PM GMT- IP address: 63.232.20.2

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2022-04-25 - 11:01:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2022-04-25 - 11:01:49 PM GMT

Adobe Acrobat Sign

ITEM # 13-0635

**LEASE 1**
**BETWEEN**
**CITY OF SANTA FE**
**AND**
**SANTA FE CIVIC HOUSING AUTHORITY**

**Basic Lease Information**

| | |
|---|---|
| **EFFECTIVE DATE:** | As of June 12, 2013 |
| **LANDLORD:** | CITY OF SANTA FE |
| **TENANT:** | SANTA FE CIVIC HOUSING AUTHORITY |
| **PREMISES:** | CERTAIN LAND SITUATED IN THE CITY OF SANTA FE, COUNTY OF SANTA FE, AND STATE OF NEW MEXICO, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A |
| **ANNUAL BASE RENT:** | DOLLARS ($1.00) |
| **COMMENCEMENT DATE:** | AS PROVIDED IN SECTION 5.1 |
| **TERM:** | THE PERIOD BEGINNING ON THE COMMENCEMENT DATE AND ENDING ON THE NINETY NINTH ANNIVERSARY OF THE COMMENCEMENT DATE |
| **LANDLORD'S ADDRESS:** | CITY OF SANTA FE<br>200 Lincoln Avenue<br>Santa Fe, New Mexico 87501<br>Attn: |
| **TENANT'S ADDRESS:** | SANTA FE CIVIC HOUSING AUTHORITY<br>664 Alta Vista Street,<br>Santa Fe, New Mexico 87505<br>Attn: Executive Director |

***

The Basic Lease Information is part of the Lease; however, if any of the Basic Lease Information contradicts any provision of the Lease, then the provision of the Lease prevails.

SFC CLERK RECORDED 08/15/2013



Land Records Corp. FA ALB11878 SF 1715128.001

# LEASE

THIS AMENDED AND RESTATED GROUND LEASE (this "Lease") dated as of _____, 2013 (the "Effective Date"), is by and between (i) CITY OF SANTA FE, ("Landlord"), whose address is 200 Lincoln Avenue, Santa Fe, New Mexico 87501; and (ii) Santa Fe Civic Housing Authority, a public body corporate and politic ("Tenant"), whose address is 664 Alta Vista Street, Santa Fe, New Mexico 87505. Landlord and Tenant are jointly referred to herein as the "Parties".

## ARTICLE 1 - RECITALS

**WHEREAS**, Landlord is the owner of the real property on Exhibit A (the "Premises") which is comprised of all legal tracts of land associated with the Santa Fe Civic Housing Authority communities located in the City of Santa Fe, New Mexico, and as more particularly described on the attached Exhibit A (referred to herein as the "Premises"); and

**WHEREAS**, the Tenant currently operates and manages affordable housing units for low income residents which are distributed throughout the City of Santa Fe; and

**NOW, THEREFORE**, in consideration of these presents, and for One Dollar per year rent and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby enter into this Lease on the terms and conditions set forth herein.

## ARTICLE 2 – INCORPORATION OF RECITALS

### Section 2.1 Incorporation of Recitals

The Recitals are hereby incorporated into this Lease by reference and are made a part hereof.

### Section 2.2 Leasehold Interest

(a) *Conditioned upon Tenant obtaining an award of Low Income Housing Tax Credits for the fiscal years 2013 or 2014 on or before August 31, 2014,* Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises and or any future developments that are in excess of $50,000 and are in accordance with Article 14 herein, upon the terms and conditions stated herein, subject only to the Permitted Encumbrances described herein at Exhibit B and to any duties and/or encumbrances created under the Prior Lease which survives the execution of this Lease, if any. *In the event Tenant is successful in obtaining an award of Low Income Housing Tax Credits, Tenant, at Tenant's sole expense, may obtain a market valuation/analysis of the value of this Lease and indicate on the application for the LIHTC that the value of this Lease will be donated to the LIHTC project to be developed on the Premises. Landlord also intends to make application for New Mexico Affordable Housing Tax Credits, and if Landlord is successful in its application for these additional tax credits, Landlord agrees to use the proceeds from the sale or other disposition of the Affordable Tax Credits for the sole purpose of development of the Premises for the purpose set forth herein.*

SFC CLERK RECORDED 08/15/2013



Land Records Corp. FA ALB11878 SF 1715128.002

(b) Tenant shall have the right to pass and re-pass over all existing ways and public areas located on the Premises or providing public access thereto, and to connect to and use all utilities and service conduits and facilities that service the Premises, and to Tenant's compliance with the requirements of applicable law pertaining to any such use, including, without limitation, obtaining the approvals of any regulatory body with authority over such use and the payment of any fees therefore.

**Section 3.2 Landlord Cooperation**

Landlord agrees to cooperate with Tenant regarding the creation and/or extension of land use restrictions and other encumbrances on the Premises required by the RAD conversion project guidelines or the New Mexico housing credit agency responsible for administering the LIHTC program, and/or such other agencies providing financing for affordable housing development, subject to Landlord's duties in its capacity as a civic and permitting authority to protect the public interest and to ensure compliance with city ordinances.

**Section 3.2 Compliance with Laws**

Tenant agrees to undertake and carry out the RAD conversion project guidelines and to operate the Premises as Project Based Rental Assistance (PBRA), Citation 77, FR 43650-43855 in accordance with the requirements of all applicable laws, ordinances, codes, orders, rules and regulations of all governmental authorities, agencies or departments having jurisdiction over the Premises.

**Section 3.3 Approvals, Permits and Licenses.**

Tenant shall apply for, or cause to be applied for, and prosecuted, with reasonable diligence, all necessary approvals, permits and licenses required for the RAD Program, and/or the construction, development, use and occupancy of the Premises or future development of the Premises. Landlord shall cooperate with Tenant as may be reasonable necessary to facilitate Tenant's activities hereunder, subject always to Landlord's duties in its capacity as civic and permitting authority to protect the public interest and ensure compliance with city ordinances.

**Section 3.4 Ownership of Development**

Landlord and Tenant acknowledge and agree that Tenant, during the Term of this Lease, be the owner of the improvements compromising the Premises currently and any future development, and as such, Tenant shall be entitled to all depreciation deductions and low-income housing tax credits or other benefits for income tax purposes relating to any future development during such Term.

## ARTICLE 4 – REPRESENTATIONS AND WARRANTIES

**Section 4.1 Landlord's Representations and Warranties**

Landlord hereby represents and warrants to the Tenant that:

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(a) The Landlord owns, fee simple, good and marketable title to the Premises, free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, occupancies or agreements and other matters affecting title, subject to the Permitted Encumbrances listed at Exhibit B and to any covenants, restrictions, and/or other obligations imposed on Landlord by reason of the Prior Lease.

(b) As of the Commencement Date, there is no unpaid special assessment assessed by Landlord, or of which Landlord is otherwise aware, for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Premises.

(c) The person signing this Lease on behalf of Landlord is authorized duly and validly to so sign.

**Section 4.2 Tenant's Representations and Warranties** Tenant hereby warrants and represents to Landlord that:

(a) Tenant is, and as of the Commencement Date will be, duly organized and lawfully existing under the laws of the State of New Mexico.

(b) Tenant has, and as of the Commencement Date will have the full right, power and authority to make, execute, deliver and perform this Lease.

(c) The person signing this Lease on behalf of Tenant is authorized duly and validly to so sign.

## ARTICLE 5 – TERM

### Section 5.1 Effective Date; Commencement Date

This Lease shall become effective on the date it is approved in writing by the City Council (the "Effective Date").

### Section 5.2 Term of Lease

The term of this Lease ("Term") shall be for a period of Ninety-nine (99) years commencing upon the date this Lease shall become effective (the "Commencement Date"), and ending on the last day of the month during which the Ninety-ninth ($99^{th}$) anniversary of the Commencement Date occurs, subject to earlier termination as contemplated herein.

## ARTICLE 6 – RENT

### Section 6.1 Annual Base Rent

The annual base rent ("Base Rent") shall be One Dollars ($1.00) per annum. The parties acknowledge and agree that the rent for the entire Term equal to Nine Hundred Ninety Dollars ($99.00) has been paid by Tenant to Landlord at the time of execution of this Lease, and that no rent shall be hereafter due, unless otherwise required hereunder.



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Section 6.2 Additional Rent In order that the Base Rent shall be absolutely net to Landlord, Tenant covenants and agrees to pay, as Additional Rent, without notice or demand and without set-off, abatement, suspension or deduction, all taxes, payment in lieu of taxes, betterment assessments, water and sewer rents and charges, liens, insurance, maintenance, repairs, utilities charges, all other operating expenses, and all other customary costs, general and special, which are due and payable during the Term hereof at any time imposed or levied against the Premises and/or the Future Development, provided, however, that the term "Additional Rent" shall not include any income tax, capital levy, estate succession, inheritance, transfer or similar taxes of Landlord, or any franchise tax imposed upon Landlord, or any income, profits or revenue tax, assessment or charge imposed upon rent received by Landlord under this Lease by any governmental authority, Tenant will furnish to the Landlord, upon request once per year concurrently with the Landlord's annual receipt of Tenant's audited financial statements, proof of payment of all items referred to in this Section 6.2 which are payable by Tenant; provided, that Tenant will in addition furnish to the Landlord proof of payment of any taxes or payments in lieu thereof and proof of payment of insurance premiums promptly after demand therefore. Additional Rent includes Real Estate Impositions defined as: "payments in lieu of taxes thereof in accordance with the provisions of applicable New Mexico law, and thereafter each installment of all public, special or betterment assessments levied or assesses by or becoming payable to Santa Fe County or any governmental authority having jurisdiction of the Premises and/or any future development, for or in respect of the Premises and any future development including payments in lieu of taxes (PILOT) pursuant to a cooperation agreement "", as well as real estate taxes upon the expiration of the PILOT, and all of the foregoing taxes and installments of assessments such as taxes and installments of assessments. Tenant agrees to save Landlord harmless from all costs and expenses incurred on account of Tenant's participation in such proceedings or as a result of Tenant's failure to pay Real Estate Impositions and other related charges with respect to the Premises. Landlord, without obligating itself to incur any costs or expenses in connection with such proceedings, shall cooperate with Tenant with respect to such proceedings so far as reasonably necessary. Neither party shall discontinue any abatement proceedings begun by it without first giving the other party written notice of the discontinuing party's intent so to do and reasonable opportunity to be substituted in such proceedings. Landlord shall promptly furnish to Tenant a copy of any notice of any Real Estate Imposition received by Landlord. In the event the Tenant fails to make any payment referred to in this Section 6.2.1 when due, the Landlord shall have the right after 5 days notice to Tenant to make any such payment on behalf of the Tenant and charge the Tenant as Additional Rent therefore, plus the Base Interest Rate.

6.2.2 Utilities.

Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat or power, telephone or other service used, rendered or supplied to Tenant in connection with the Premises, and/or any future development and shall not contract for the same in Landlord's name.

6.2.3 Other

The Tenant covenants to pay and discharge, when the same shall become due, as Additional Rent, all other amounts, liabilities, and obligations which the Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty, interest and cost which may



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be added for nonpayment or late payment thereof; and, in the event of any failure by the Tenant to pay or discharge the foregoing, the Landlord shall have all the rights, powers and remedies provided and as limited herein in the case of nonpayment of rent, and additionally. Landlord shall be entitled to pay the same, and collect the amount thereof from Tenant, as Additional Rent, plus the Base Interest Rate.

**Section 6.2 Payments by Tenant upon Commencement of Construction of the Development.**

Unless expressly set forth in this Lease otherwise, all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use or occupation of the Premises or the Future Development shall be the responsibility of Tenant.

## ARTICLE 7 – TAXES; OPERATING EXPENSES

**Section 7.1 Taxes.**

Tenant will pay or cause to be paid (i) any real estate taxes which are assessed against the Premises by Landlord or any other taxing authority during the Term, or (ii) any payments to the extent required by a cooperation agreement or amendment thereto providing for payments in lieu of taxes ("PILOT") which is entered into by Tenant with Landlord or any other taxing entity during the Term. Tenant will pay or cause to be paid all real estate recordation taxes incident to this Lease, if any.

**Section 7.2 Project Operating Expenses**

Tenant will pay or cause to be paid all costs and expenses attributable to or incurred in connection with the operation, maintenance and repair of the Premises and the Future Development (collectively, the "Operating Expenses") during the Term.

## ARTICLE 8 – INSURANCE

**Section 8.1 Tenant's Insurance.**

Tenant will, at its sole expense, obtain and keep in force during the Term of this Lease, adequate insurance to protect Tenant and Landlord from loss as follows:

(a) "All Risk" Coverage. Tenant will, at its sole expense (but nevertheless as a portion of Operating Expenses) obtain and keep in force during the Term, "all-risk" coverage insurance on the Development naming Tenant and Landlord as the insured, as their interests may appear, in the customary form in the City for buildings and improvements of similar character. The amount of such insurance will be set forth on an "agreed amount endorsement" to the policy of such insurance and will not be less than 100% of the full replacement value of the improvements on the Premises, as determined from time to time.

(b) General Liability. Tenant will, at its sole expense (but nevertheless as a portion of Operating Expenses) obtain and keep in force during the Term general liability insurance with



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limits of coverage in the maximum amount which the Landlord could be held liable under the New Mexico Tort Claims Act, for injury to or death of any one person, for injury to or death of any number of persons in one occurrence, and for damage to property, insuring against any and all liability of Landlord and Tenant including, without limitation, coverage for contractual liability and broad property damage, with respect to the Premises or arising out of the maintenance, use or occupancy of the Development. Such insurance will insure the performance by Tenant of its indemnity obligations hereunder as to liability for injury to or death of persons and damage to property set forth in this Lease. Such insurance will not be noncontributing with any insurance that may be carried by Landlord and will contain a provision that Landlord, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury, or damage to Landlord, its agents, and employees, or the property of such persons.

(c) Umbrella liability insurance coverage on an occurrence form, covering losses in excess of the primary general liability, auto liability and employer's liability coverage, in amounts of such insurance carried by owners of comparable properties in the City of Santa Fe, or such other amount as may reasonably be required by the Landlord. If part of a master program, subject to annual aggregate limits, the umbrella limit shall be on a per-location basis.

(d) Workers' compensation insurance at the statutory limits and as required by law in respect of any work performed by Tenant's employees on or about the Premises and/or the Project.

(e) (75%) of the Project at the Premises are occupied, rent loss insurance on an all-risk and agreed amount basis, with the amount being sufficient to recover at least the total estimated gross receipts from all sources of income for the Premises and/or Project, or any part thereof including, without limitation, rental income, for a twelve-month period.

(f) Tenant shall require any contractor (or subcontractor thereof) or professional to carry commercial general liability, auto liability, workers compensation insurance with the scope of coverage and other provisions as described above. Such general liability and auto liability coverage shall include the Tenant and Landlord as additional insured. Tenant shall obtain and keep on file certificates of insurance which show that the contractor or subcontractor is so insured.

(g) Tenant shall require any architect, engineer, or other person entity providing professional services to Tenant and/or employed in connection with the maintenance of the Premises and/or the Project, or in the construction of other improvements, to carry professional liability (errors and omissions) insurance and valuable papers coverage in amounts reasonably acceptable to Landlord. Tenant shall obtain and keep on file certificates of insurance which show that the architect, engineer or other such professional is so insured.

(h) Other Matters. All insurance required in this Article and all renewals of it, will be issued by companies authorized to transact business in the State of New Mexico, and rated at least A+ Class X by Best's Insurance Reports (property liability). In a certificate of insurance, all insurance policies will be expressly provide that such policies will not be cancelled or altered without thirty (30) days' prior written notice to Landlord, in the case of "all-risk" coverage insurance, and to Landlord, in the case of general liability insurance; will to the extent

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obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained; and will, to the extent obtainable, contain a waiver by the insurer of its rights of subrogation against Landlord. Upon issuance, each insurance policy or a duplicate or certificate of such policy shall be delivered to Landlord. Tenant may satisfy its obligations under this paragraph by appropriate endorsements of its blanket insurance policies. All insurance required in this article and all renewals of it shall be written to become effective on the Commencement Date and shall be continued in full force and effect for the Term and shall contain terms providing that any loss covered by such insurance may be adjusted with the Tenant and Landlord, but shall be payable to the holder of any leasehold mortgage, who shall agree to receive and disburse all proceeds of such insurance. All such insurance shall contain such contingent liability endorsements as shall make such insurance congruent with the fire and extended coverage insurance required by this Section 8.1. The minimum coverages stated in this Section shall be reviewed annually by the Landlord and Tenant and shall be increased at such review if Landlord determines such increase is necessary to reflect inflation or changes in the nature or degree of risks insured.

(i) Delivery of Evidence of Insurance. Certificates of insurance for all insurance required of Tenant hereunder and evidence of the payment of all premiums of such policies shall be delivered to Landlord. All public liability, property damage liability, and casualty policies maintained by Tenant will be written as primary policies, not contributing with and not in excess of coverage that Landlord may carry. If Tenant fails to maintain such excess insurance, which failure continues for thirty (30) days after Landlord gives notice to Tenant of such failure, then Landlord, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Tenant shall reimburse to Landlord, as a Landlord reimbursement, any costs associated with procuring such insurance.

**Section 8.2 Landlord's Insurance.**

Landlord shall obtain and maintain, at its sole cost and expense, general liability insurance with respect to the Premises.

**Section 8.3 Waivers of Insured Claims**

Each of the Landlord and the Tenant hereby waives all rights of recovery against the other for loss or injury against which the waiving party is protected by insurance, but only to the extent of such insurance.

**Section 8.4 Notification of Accidents of Loss**

In addition to notifying Tenant's insurer(s) in accordance with each policy, Tenant shall provide prompt written notice to Landlord as soon as reasonably possible of any accident or loss relating to the Premises, the Project, or any part thereof, likely to exceed One Hundred Thousand and 00/100 Dollars ($100,000.00) in 2007 inflation adjusted dollars.

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**Section 8.5 Indemnity for Death, Injury, etc.**

The Tenant agrees to pay and to defend, indemnify and hold harmless the Landlord, from and against any and all liabilities, losses, damages, causes of action, suits, claims, demands, judgments, costs and expenses of any kind or any nature whatsoever (including, without limitation, remediation costs, environmental assessment costs, governmental compliance costs, and reasonable expert's and attorney's fees and expenses), known or unknown, foreseen or unforeseen, which may at any time be imposed upon, incurred by, or asserted or awarded against Landlord, or its respective employees, agents, officers, shareholders, directors or other persons serving in an advisory capacity to it (such as monitoring committee members) or against the Project and/or Premises or any portion thereof, arising from: (a) any injury to or death of or claim of injury to or death of any person or any damage to or loss of or claim of damage to or loss of property on the Premises or within the Project or on adjoining sidewalks, streets or ways, in each case arising out of the use, possession, ownership, condition or occupation of the Premises, the Project or any part thereof (but not of any property not expressly referred to above), from and after the date hereof; (b) violation by the Tenant, the Tenant's employees, agents, or approved subtenants, or invitees, or any of them, of any obligation of Tenant under this Lease, any Permitted Mortgage, and/or any one or more of the Governing Documents, and/or any restriction, statute, law, ordinance or regulation. The Landlord shall give the Tenant prompt notice of any written claim made or suit instituted against Landlord, relating to any matter which would result in indemnification pursuant to this Section 8.5, but the Landlord's failure to give such prompt notice to the Tenant shall not release Tenant from performing Tenant's obligations under this Section 8.5. The obligations of the Tenant under this Section 8.5 shall survive the expiration or any earlier termination of the Term of this Lease. The foregoing indemnification shall not be construed as creating any rights in or conferring any rights to any third parties.

## ARTICLE 9 – USE OF PREMISES, COMPLIANCE WITH LAWS, AND COVENANTS APPLICABLE TO MULTI-FAMILY UNITS

**Section 9.1 Permitted Use.**

Tenant shall throughout the Term continuously use and operate the Premises, and/or any future development only for the following uses and such other uses as are reasonably and customarily attendant to such uses: the leasing of Multi-family mixed income rental units, including but not limited to, development, marketing for lease and leasing of Section Eight housing and the RAD Program. The Tenant agrees to operate the Premises and/or any future development in a manner which strictly satisfies the requirements of this Lease and the Applicable Housing Requirements.

**Section 9.2 Compliance with Laws**

Tenant shall not use or occupy, or suffer or permit any portion of the Premises to be used or occupied in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement. Tenant will comply with applicable laws and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the Premises.



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## ARTICLE 10 – ENVIRONMENTAL CONDITIONS

**Section 10.1 Tenant's Environmental Covenants.**

Tenant acknowledges and agrees that it originally entered upon the Premises to construct the Existing Improvements in 1963 and 1964 and has occupied the Premises continuously thereafter. Except for claims relating to environmental matters that existed prior to such entry of Tenant upon the Premises, or that are attributable to the negligence of Landlord thereafter ("Excluded Claims"), Tenant agrees that, by the execution of this Lease, Tenant releases the Landlord of any claims it may have against the Landlord pursuant to applicable Environmental Laws, as the same are defined in Section 10.4(a) hereof, with respect to the Premises, the Existing Improvements, the Future Development, and all parts thereof. Subject only to the Excluded Claims, Tenant further acknowledges and agrees that in consideration of the rights and benefits granted to Tenant under this Lease, Tenant shall be responsible for carrying out in accordance with the requirements of such Environmental Laws any remediation required pursuant thereto of the Premises, the Existing Improvements, and the Future Development, and all parts thereof, at Tenant's sole expense, without recourse to the Landlord, and inclusive of the indemnification obligations of Tenant set forth hereunder. Except with respect to the Excluded Claims, Tenant hereby waives any right, remedy, or recourse against Landlord in regard to any environmental matters arising in regard to the Premises, the Existing Improvements, the Future Development, and all parts thereof. No representations, warranties or other covenants are made by the Landlord in regard to the condition of the Premises, and/or the Existing Improvements, and the Premises and the Existing Improvements are being provided to the Tenant hereunder in "AS IS", "WHERE IS", AND "WITH ALL FAULTS" condition. Tenant hereby waives any right, remedy, or recourse against the Landlord with respect to any environmental matters arising in regard to the Premises, the Existing Improvements, the Future Development, and all parts thereof Project. Without limitation of any of Tenant's other covenants, agreements, obligations, and indemnifications under this Lease, Tenant hereby specifically covenants and agrees to fulfill the responsibilities set forth below with respect to environmental matters and Hazardous Materials or Prohibited Substances (as hereinafter defined):

(a) Tenant, its agents, employees, and contractors shall comply with all applicable provisions of all Environmental Laws applicable to the Premises, the Existing Improvements, the Future Development, and Tenant's use of the Premises from the time it first entered upon the Premises to construct the Existing Improvements and under this Lease. All required governmental permits and licenses issued to Tenant, its agents, employees, and contractors and associated with the Premises, the Existing Improvements, and/or the Future Development shall remain in effect or shall be renewed in a timely manner, and Tenant, its agents, employees and contractors shall comply therewith.

(b) Tenant shall not itself, and Tenant shall not permit any other person, including, but not limited to, third parties with whom Tenant contracts in regard to this Lease, to bring onto the Premises any (i) asbestos or asbestos-containing material or polychlorinated biphenyl material, or (ii) hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law (other than quantities or such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute construction and occupancy of the Development on the Premises), or (iii) soil



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containing volatile organic compounds, polyaromatic hydrocarbons ("PAH"), lead, arsenic, or other compounds in concentrations that pursuant to applicable Environmental Laws may pose a significant risk to public health and/or safety (collectively (i)-(iii) are the "Prohibited Substances"). Tenant shall be liable for the consequences of, and responsible for removal and lawful disposal, at its sole expense, of any Hazardous Materials, Prohibited Substances, or both brought onto the Premises, resulting from a default under this Section. All soils brought onto the site for fill should be tested prior to acceptance/use.

(c) Tenant shall immediately notify Landlord, in writing and provide Landlord with copies of all forms, notices and other information received by or on behalf of Tenant, its agents, employees, and contractors concerning any releases, spills or other incidents relating to Hazardous Materials, Prohibited Substances, or both, or any violations of Environmental Laws at or relating to the Premises when and as supplied to any government agency. Tenant shall also comply with all laws, ordinances, regulations and orders of all governmental, regulatory and other public and quasi-public agencies, authorities and entities having jurisdiction over the same with respect thereto.

**Section 10.2 Landlord's Environmental Covenants.**

Without limitation of any of Landlord's other covenants, agreements and obligations under this Lease, Landlord hereby specifically covenants and agrees to provide Tenant with copies of all forms, notices and other information received by or on behalf of Landlord concerning any releases, spills or other incidents relating to Hazardous Materials or Prohibited Substances, or any violations of Environmental Laws at or related to the Premises when and as supplied to any governmental agency.

**Section 10.3 Tenant's Environmental Indemnity.**

Tenant covenants and agrees to indemnify, defend and hold Landlord free and harmless from and against any and all losses, liabilities, penalties, claims, fines, litigation, demands, costs, judgments, suits, proceedings, damages, disbursements or expenses (including reasonable attorneys' fees and expenses) which may at any time be imposed upon, reasonably incurred by or asserted or awarded against Landlord in connection with or arising from:

(a) Any Hazardous Materials, Prohibited Substances, or both which are first placed on, in, or under all or any portion of the Premises during the period defined herein as the Term, or during the period preceding the Term when Tenant occupied the Premises, with the exception of any Hazardous Materials, Prohibited Substances or both which are placed on, in, or under all or any portion of the Premises by Landlord, its agents, employees and contractors; or

(b) Any violation of any Environmental Laws by Tenant, its agents, employees, and contractors at or relating to the Premises, the Existing Improvements, the Future Development, and all parts thereof, which is not a condition existing prior to the original entry upon the Premises by the Tenant to construct the Existing Improvements.

**Section 10.4 Environmental Definitions.**

For the purpose of this Lease, the following definitions shall apply:



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(a) "Environmental Laws" means any present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42, U.S.C. Section 6901 et seq. ("RCRA"); the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq. ("TOSCA"); the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the Clean Water Act, 33 U.S.C. Section 1251 et seq. and any so-called "Superfund" or "Superlien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. ("OSHA"), as each is from time to time amended and hereafter in effect.

(b) "Hazardous Materials" means:

1) "Hazardous substances" as defined by CERCLA;

2) "Hazardous wastes," as defined as RCRA;

3) Any hazardous, dangerous or toxic chemical, waste, pollutant, containment or substance ("pollutant") within the meaning of any Environmental Law prohibiting limited or otherwise regulating the use, exposure, release, emission, discharge, generation, manufacture, sale, transport, handling, storage, treatment, reuse, presence, disposal or recycling of such pollutant;

4) Petroleum crude oil or fraction thereof;

5) Any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 et seq. and amendments thereto and reauthorizations thereof; or

6) Asbestos-containing materials in any form or condition, or polychlorinated biphenyls in any form or condition.

**Section 10.5 Survival**

The agreements, representations and warranties of Landlord and Tenant respectively in this Article 10 shall survive the expiration or early termination of this Lease.

## ARTICLE 11 – ASSIGNMENTS, SUBLEASES AND TRANSFERS

**Section 11.1 Consent Required.**

(a) Assignment of Tenant's Interest(s). Tenant hereby acknowledges that Landlord has entered into this Lease because of Tenant's financial strength, goodwill, ability and expertise and that, accordingly, this Lease is one which is personal to Tenant, and Tenant agrees for itself and Tenant's successors and permitted assigns in interest hereunder that Tenant will not, other than by a Permitted Encumbrance/Mortgage, Exhibit B, directly or indirectly, transfer or assign this Lease or any of Tenant's rights or interest therein, to all or any part of the Premises or the Future Development, without the prior written consent of Landlord. Notwithstanding the foregoing, by Landlord's execution of this Lease, Landlord is deemed to have approved, subject to any applicable law, regulation, ordinance, or agreement between the parties hereto, (i) a transfer to a single-purpose Owner Entity created in order to finance the Future Development,



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provided that the Tenant is a general partner or otherwise exercises control of such Owner Entity; (ii) a transfer by Tenant to a mortgage under a Permitted Encumbrance/Mortgage in compliance herewith; (iii) an assignment or other transfer by such mortgage to a third-party purchaser in connection with a foreclosure sale under any such Permitted Encumbrance/ Mortgage, or acceptance by the mortgagee or its designee of a deed in lieu of foreclosure under the Permitted Encumbrance/Mortgage; and/or (iv) the lease to any Multi-family mixed income residential housing tenant or other qualified tenant of a unit in the Premises, or, any future development. Upon the granting of any Landlord consent, whether deemed or otherwise evidenced in writing, with respect to any transfer or assignment by Tenant, this Lease shall be binding upon and inure to the benefit of the Landlord and Tenant, and their respective successors, assigns, legal representatives, mortgagees under Permitted Encumbrance/Mortgages, and other transferees and, upon the assumption of all the assignor's obligations by the assignee or transferee, the assignor shall be released from any liability hereunder from and after the date of such transfer, and upon the written request of the assignor, Landlord shall execute and deliver to the assignor a release agreement in a form reasonably acceptable to the Landlord and assignor to evidence such release. Notwithstanding the foregoing, however, the assignor shall remain fully and conditionally liable for all obligations of assignor to have been performed under this Lease on or prior to the date of any such assignment or transfer; to the fullest extent that assignor would have been liable under this Lease if such assignment or transfer has not occurred. The provisions of this Section 11.1(a) shall survive each such transfer and the termination of this Lease.

(b) Any person to whom any assignment or transfer is made without such consent shall have no claim, right or remedy, whatsoever hereunder against Landlord and Landlord shall have no duty to recognize any person claiming under or through the same.

**Section 11.2 Subsequent Assignment**

In cases where Landlord's consent is required such consent to any one assignment will not constitute a waiver of the requirement that the Tenant obtain consent to any subsequent assignment.

**Section 11.3 Request for Consent**

If Tenant requests Landlord's consent to any assignment hereunder, Tenant shall provide to Landlord such information as Landlord may decide to reasonably require whether to grant such consent.

**Section 11.4 Transfer by Landlord**

(a) Landlord shall not transfer all or any part of its interest in the Premises without the prior written consent of the Tenant, which shall not be unreasonably withheld, subject only to the requirements of applicable law, regulation, ordinance, or public exigency, and otherwise to the terms of this Lease. Upon any such approved transfer, the transferee shall assume all of Landlord's obligations under this Lease. Landlord shall not transfer all or any portion of its interest in the Premises if the same would cause (i) a violation of any applicable laws or regulations, any material terms of this Lease, or any agreement or contract with respect to the



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Premises and/or any future development which is reasonably necessary to carry out Tenant's obligations hereunder or under applicable law and to which Tenant is a party or by which Tenant is bound, and of which Landlord has prior written notice, or (ii) a reduction in Tenant's receipt of operating subsidy for the Premises, unless such reduction is, or causes, a default by Tenant of its obligations hereunder, or otherwise under applicable law.

## ARTICLE 12 – LEASEHOLD FINANCING

### Section 12.1 Right to Mortgage

Subject to Landlord's consent, if required, and to the terms and conditions of this Lease, Tenant shall have the right from time to time to grant one or more mortgages of its interest in the Premises, and/or any future development (each, once approved, a "Permitted Encumbrance/Mortgage") as the same may reasonably be necessary to carry out, complete, operate, and/or maintain the same. Each such mortgage shall be subject to this Lease. The Tenant shall give prior written notice to Landlord of its intention to enter into any such mortgage, and shall provide Landlord with any such information as it may determine reasonably require whether to consent thereto. In no event shall Landlord ever be required to execute any such mortgage or any note secured thereby or any other obligation securing any such note, or to subordinate Landlord's fee interest in the Premises or any part thereof to any such mortgage. Tenant shall identify the name of each mortgagee ("Permitted Leasehold Mortgagee") for such portion of the Premises and the address (es) to which notices to the Leasehold Mortgagee are to be sent. Landlord agrees to execute any additional documents or further assurances as may be reasonably be requested by any Leasehold Mortgagee in connection with any Leasehold Mortgage permitted by this Article 12.

### Section 12.2 Consent Required for Termination and Amendments.

No termination, cancellation, surrender, or material modification of this Lease by agreement between Landlord and Tenant shall be effective unless and until consented to in writing by such Permitted Leasehold Mortgagee, provided that such consent shall not be unreasonably withheld.

### Section 12.3 Default Notice and Notice Provisions.

Landlord, upon providing Tenant with any notice of default under this Lease, shall at the same time send a copy of such notice to every Permitted Leasehold Mortgagee, provided, however, that the failure to provide such additional notices shall not invalidate any duly delivered notice to Tenant. From and after such notice has been given to the Permitted Leasehold Mortgagee, such Permitted Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 12.4 and 12.5 to remedy, commence remedying or cause to be remedied the defaults specified in any such notice. Landlord shall accept such performance by or at the instigation of the Permitted Leasehold Mortgagee as if the same had been done by Tenant.

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**Section 12.4 Notice to Permitted Leasehold Mortgagee**

Anything contained in this Lease to the contrary notwithstanding, if any default shall occur and remain uncured beyond all applicable grace or cure periods of this Lease, which entitles Landlord to terminate this Lease as to all or any portion of the Premises to take any other remedial action against Tenant, Landlord shall have no right to terminate this Lease or take such remedial action unless, following the expiration of the period of time given Tenant to cure such default, Landlord shall notify each Permitted Leasehold Mortgagee, if applicable, to the extent of Landlord's actual knowledge of their existence, of Landlord's intent to so terminate at least thirty (30) calendar days in advance of the proposed effective date of such termination, if such default is capable of being cured by the payment of money, and at least forty-five (45) calendar days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of Section 12.5 shall apply if, during such thirty (30) or forty-five (45) calendar day notice period, any Permitted Leasehold Mortgagee:

(a) Notifies Landlord of such Permitted Leasehold Mortgagee's desire to nullify such notice; and

(b) Pays or causes to be paid all Additional Rent and other payments then due and in arrears applicable to the subject portion(s) of the Premises, as specified in the notice given to such Permitted Leasehold Mortgagee and which becomes due during such thirty (30) or forty-five (45) day period; and

(c) Complies or in good faith, with reasonable efforts, commences to comply with any non-monetary requirements of this Lease applicable to the subject portion(s) of the Premises then in default and except as provided in the following sentence, reasonably susceptible of being complied with by such Permitted Leasehold Mortgagee.

No Permitted Leasehold Mortgagee shall be required during such thirty (30) day or forty-five (45) day period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against Tenant's interest in this Lease or any part thereof which is (a) authorized by this Lease, and (b) junior in priority to the lien of the Permitted Leasehold Mortgage, if applicable, held by such Permitted Leasehold Mortgagee.

**Section 12.5 Procedure on Default**

If Landlord shall elect to terminate this Lease by reason of any default of Tenant, which default has not been cured within the applicable cure period, and the Permitted Leasehold Mortgagee, if applicable, shall have proceeded in the manner provided for by Section 12.4, the specified date for such termination as fixed by Landlord in its notice given pursuant to Section 12.4 shall be extended for a period of six (6) months, provided that the Leasehold Mortgagee shall be permitted to avail itself of additional cure periods as described at Section 12.4 and 12.5 provided that such Permitted Leasehold Mortgagee shall, during such six-month period:

(a) Pay or cause to be paid, the Additional Rent and any other monetary obligations of Tenant under this Lease, as the same become due, and continue its good faith efforts to perform all of Tenant's other obligations under this Lease, excepting (i) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this



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Lease or any part thereof which is junior in priority to the lien of the Permitted Leasehold Mortgage, if applicable, held by such Permitted Leasehold Mortgagee, and (ii) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Permitted Leasehold Mortgagee; and

(b) Except to the extent enjoined and stayed, take steps to acquire or sell Tenant's interest in this Lease, by foreclosure of such Permitted Leasehold Mortgagee, or other appropriate means and prosecute the same to completion with reasonable efforts.

**Section 12.6 Extension of Cure Period**

If at the end of the six-month period specified in Section 12.5, such Leasehold Mortgagee, if applicable, is complying with Section 12.5(a), and provided that any Leasehold Mortgagee shall be permitted to avail itself of additional cure periods as described at Section 12.4 and 12.5, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease, by foreclosure of its Leasehold Mortgage or by other appropriate means with reasonable efforts. Nothing in this Article 12, however, shall be construed to extend this Lease beyond the Term. If any Leasehold Mortgagee is complying with Section 12.5, upon the acquisition of Tenant's interest in this Lease by such Leasehold Mortgagee or its designee, or any other purchaser at a foreclosure sale or otherwise and the discharge, by operation of law or otherwise, of any lien, charge or encumbrance against Tenant's interest in this Lease or any part thereof which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which Tenant is obligated to satisfy and discharge by the terms of this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

**Section 12.7 Right to New Lease**

In the event that the Lease is terminated by Landlord, Landlord shall, if requested by Leasehold Mortgagee, if applicable, grant to the Leasehold Mortgagee a new lease on the following terms and conditions:

(a) In the event of the termination of this Lease prior to its stated expiration date, Landlord agrees that it will enter into a new lease of the Premises with any Leasehold Mortgagee, if necessary, including but not limited to a corporation or other entity formed by or on behalf of such Leasehold Mortgagee, for the remainder of the Term of this Lease effective as of the date of such termination, at the Base Rent and Additional Rent and upon the same covenants, agreements, terms, provisions, and limitations herein contained, provided (i) such Leasehold Mortgagee makes written request upon Landlord for such new lease within thirty (30) days from the date Landlord notifies such Leasehold Mortgagee of such termination and such written request is accompanied by payment to Landlord of all amounts then due to Landlord under this Lease but for such termination, (ii) such Leasehold Mortgagee pays or causes to be paid to Landlord at the time of the execution and delivery of such new lease any and all sums which would at the time of the execution and delivery thereof be due under this Lease but for such termination and pays or causes to be paid any and all expenses, including reasonable counsel fees, court costs, and costs and disbursements incurred by Landlord in connection with



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any such termination and in connection with the execution and delivery of such new lease and (iii) such Leasehold Mortgagee agrees to reinstate the lien and take the Premises subject to the loan of any other Leasehold Mortgagee which held a lien senior in priority to the lien of such Leasehold Mortgagee if such senior Leasehold Mortgagee had also requested a new lease and tendered the required payments(s).

(b) Any new lease made pursuant to this Section 12.7 shall have the same priority as this Lease (except with respect to any non-electing Leasehold Mortgagee) and shall be prior to any mortgage or any lien, charge or encumbrance of the fee of the Premises created by Landlord, except the Declaration of Restrictive Covenants, for a term of years equal to the balance of the Term of this Lease.

(c) Any permitted mortgage or deed of trust upon Landlord's interest in the Premises and any action by such mortgagee or trustee or beneficiary of such deed of trust by way of receivership, foreclosure, exercise or power of sale, or deed in lieu thereof shall be subject to this Lease and to the new lease to be given pursuant to this Section 12.7 and any mortgagee or holder of such mortgage or the beneficiary and trustee of any such deed of trust must recognize this Lease and any new lease and all rights of Tenant and each Leasehold Mortgagee hereunder and thereunder.

(d) The provisions of this Section 12.7 shall be self-operative and require no further action by the mortgagee of any mortgage or beneficiary and trustees of any deed of trust encumbering Landlord's interest in the Premises, the Development, or both, but upon request by Tenant or the Leasehold Mortgagee electing under Section 12.7(a), Landlord agrees to obtain from such mortgagee or beneficiary and trustees an instrument duly executed and acknowledged confirming the priority of such new lease.

**Section 12.8 Assumption of Tenant's Obligations**

For purposes of Articles 11 and 12, the making of a Leasehold Mortgage, if applicable, shall not be deemed to constitute an assignment or transfer of this Lease or Tenant's interest created hereby, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of Tenant's interests under this Lease so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but a Leasehold Mortgagee may become the holder of Tenant's leasehold estate and succeed to Tenant's interest in this Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease in lieu of foreclosure, and any purchaser at any sale of Tenant's interest under this Lease in any proceeding for the foreclosure of any mortgage or the assignee or transferee of Tenant's interest in this Lease under any instrument of assignment or transfer in lieu of the foreclosure of any mortgage shall be deemed to be an assignee or transferee approved by Landlord and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder, but only for so long as such purchaser or assignee is the owner of Tenant's interest in this Lease.

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**Section 12.9 Non-Curable Defaults.**

Nothing in this Article 12 shall require any Leasehold Mortgagee, if applicable, or its designee as a condition to the exercise of rights provided under this Article 12 to cure any default of Tenant not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee as such susceptibility is reasonably determined solely by Landlord. The foregoing shall not be deemed to excuse any Leasehold Mortgagee from performing covenants relating to the condition of the Development on the Premises, operation in compliance with applicable Multi-family housing, or other similar matters requiring access control, or both of the Premises, from and after such time as such Leasehold Mortgagee acquires Tenant's interest in this Lease by foreclosure or otherwise.

**Section 12.10 No Merger.**

So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by any single owner, other than by termination of this Lease by Landlord in compliance with the provisions of this Article 12.

**Section 12.11 Landlord's Fee to Remain Unsubordinated**

Landlord and Tenant expressly acknowledge and agree that Landlord shall have no obligation under this Lease or otherwise to subordinate fee title of Landlord in the Premises or any rights of Landlord in this Lease to the leasehold estate of Tenant created by this Lease or to join any such mortgage or encumbrance or otherwise in any manner subordinate the fee title of Landlord in and to the Premises or interest of Landlord under this Lease.

**Section 12.12 Sale of Premises**

In the event of any sale or conveyance of the Premises by Landlord, any such sale or conveyance of all or any part of the Premises shall be subject to this Lease and all of the provisions hereof, and notice of such sale shall be provided each Leasehold Mortgagee.

## ARTICLE 13 – MAINTENANCE AND REPAIR

**Section 13.1 Tenant's Obligations**

Tenant will, at its sole cost and expense, maintain or cause to be maintained the Premises and/or any future development (the "Developments"), reasonable wear and tear excepted, and make or cause to be made repairs, restorations, and replacements to the Developments, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, structural roof, walls, and foundations, and the fixtures and appurtenances to the Developments as and when needed to preserve them in good working order and condition, and regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Tenant, its agents, employees, invitees, visitors, and contractors. All such repairs, restorations, and replacements of the Developments, as elected by Tenant, will be in quality and class either



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equal to the original work or installations, or otherwise consistent with the standard then applicable to comparable residential projects within the Santa Fe Metropolitan Statistical Area at such time, but in no event of less quality or class than the any applicable regulatory agreement between Landlord and Tenant.

## ARTICLE 14 – OWNERSHIP AND ALTERATIONS

**Section 14.1 Ownership of Any Future Development** Any future development shall be or become part of the Premises upon Substantial Completion of construction (regardless of whether the Premises and the Project are referred to separately in this Lease), and such future development and any and all subsequent additions, substitutions and/or fixtures therein shall be owned by Tenant until the expiration or earlier termination of the Term, and during the Term and for the years in which the Term begins and ends, the Tenant alone shall be entitled to any tax and amortization attributes thereof, including, but not limited to, depreciation deductions and, if applicable, any tax credits thereon for income taxes purposes. At the expiration or earlier termination of the Term or any potion thereof under any provision of this Lease, the Tenant shall peaceably leave, quit, and surrender the Premises and/or any future development, or the portion thereof so terminated, in accordance with Section 15.1 hereof.

**Section 14.2 Alterations.**

Tenant shall not make any future development such as any alterations, improvements or additions to the Premises having a cost greater that Two Hundred Thousand and 00/100 Dollars ($200,000.00) or demolish any portion of the Premises as exist thereof, without first presenting to Landlord complete plans and specifications therefore and obtaining Landlord's consent thereto (which consent shall not unreasonably be withheld so long as, in Landlord's judgment, such alteration, Improvement, addition or demolition will not violate the Applicable Multi-family Housing Requirements or this Lease, or impair the value of the Premises). Any improvements made to the Premises by either party hereto shall be made only in a good and workmanlike manner, using new materials of the same general quality as the original improvements, and in accordance with all applicable building codes and the Applicable Multi-family Housing Requirements.

**Section 14.3 No Liens.**

Tenant shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms, and corporations doing any work, furnishing any materials or supplies, or renting any equipment to the Tenant or any of its contractors or subcontractors in connection with the construction and/or demolition, furnishing, repair, maintenance, or operation of the Premises and/or any future development and in all events will bond or cause to be bonded, with surety companies reasonably satisfactory to the Landlord, or pay or cause to be paid in full forthwith, any lien, security interest, or other encumbrance incurred in connection therewith, whether due to the actions of the Tenant, or any person under control of the Tenant, against the Premises and/or any future development, other than a Permitted Encumbrance/Mortgage pursuant to Section 12.1 hereof.

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Tenant shall have the right to contest any such lien or encumbrance by appropriate proceeding which shall prevent the collection of or other realization upon such lien, security interest, or encumbrance so contested, and the sale, forfeiture, or loss of the Premises and/or any future development to satisfy the same, provided that such contest shall not subject the Landlord to the risk of any criminal liability or civil penalty, and provided further that the Tenant shall give such reasonable security as may be requested by the Landlord to insure payment of such lien, security interest, or encumbrance, and to prevent any sale or forfeiture of the Premises and/or any future developments by reason of such nonpayment, and the Tenant hereby indemnifies the Landlord for any such liability or penalty. Upon the termination after final appeal of any proceeding relating to any amount contested by the Tenant pursuant to this Section 14.3, the Tenant shall immediately pay any amount determined in such proceeding to be due, and in the event the Tenant fails to make such payment, the Landlord shall have the right after five (5) days notice to Tenant to make any such payment on behalf of the Tenant and to charge the Tenant therefore.

Nothing contained in this Lease shall be construed as constitution the consent or request of the Landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials for construction, alteration, addition, repair, or demolition of or to the Premises and/or any future development, or any part thereof through or under the Tenant, and no liens, security interest, or encumbrance for any such labor, services, or materials, shall attach to or affect the interest of the Landlord in and to the Premises and/or any future development, or any part thereof.

Any such lien, security interest or other encumbrance that is not released or bonded within thirty (3) days of the date it becomes effective shall constitute an Event of Default under Section 17.2.

## ARTICLE 15 – SURRENDER

### Section 15.1 Expiration of Term

At the expiration or earlier termination of the Term or any portion thereof under any provision of this Lease, the Tenant shall peaceably leave, quit, and surrender the Premises and/or any future development, or the potion thereof so terminated, subject to the rights of subtenants in possession under leases with Tenant; provided that, subject to the rights of the subtenant under such subleases, such subtenant is not in default thereunder beyond any grace period provided therein, and attorney to Landlord as such subtenant's lessor. Subject to the rights of the Landlord, upon such expiration or termination, the Premises, the future development, and all portions thereof so terminated shall become the sole property of Landlord at no cost to the Landlord and shall be free of all liens and encumbrances and in good condition, subject only to reasonable wear and tear, and, in the event of casualty, to the provisions of Article 16 hereof. In connection with the foregoing, the Landlord shall be entitled to cause the fee interest in the Premises and the leasehold interest in the Premises to be separate, rather than have the two merged. Tenant may remove any movable equipments or furniture from any rental management office on the Premises, provided that no federal funds were used to acquire such furniture, equipment, or both.



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## ARTICLE 16 – CASUALTY, CONDEMNATION

### Section 16.1 Damage or Destruction to Premises

Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God or other casualty to or in connection with the Premises, the Developments or any portion thereof. Subject to Section 16.2 below, if during the Term of this Lease, the Developments shall be damaged or destroyed by casualty, Tenant shall repair or restore the Developments so long as it is lawful, and all Leasehold Mortgagees agree that it is feasible to do so and adequate insurance proceeds are made available to Tenant to complete such repairs and restoration. Upon the occurrence of any such casualty, Tenant, promptly and with all due diligence, shall, apply for and collect all applicable insurance proceeds recoverable with respect to such casualty, for the benefit of any Leasehold Mortgagees, if applicable. In the event that more than twenty percent (20%) of the value of the Developments, the Premises, or both are damaged or destroyed, and Tenant shall determine, subject to the rights of the holders of any Leasehold Mortgage, if applicable, and shall notify Landlord in writing within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically practical to restore the Premises to substantially the same condition in which they existed prior to the occurrence of such casualty, Tenant may terminate this Lease as of a date that is not less than thirty (30) days after the date of such notice. If Tenant terminates this Lease pursuant to this Section, Tenant shall surrender possession of the Premises to Landlord immediately and assign to Landlord (or, if same has already been received by Tenant, pay to Landlord) all of its right, title, and interest in and to the proceeds from Tenant's insurance upon the Premises, subject to the prior rights of any Leasehold Mortgagees, as referenced in Section 16.2 below.

### Section 16.2 Distribution

In the event that this Lease is terminated (in whole or in part) pursuant to Section 16.1, the insurance proceeds received as the result of the subject casualty shall be distributed and disbursed as provided in applicable Multi-family housing regulations.

### Section 16.3 Condemnation

(a) If, by exercise of the right of eminent domain or by conveyance made in response to the threat of the exercise of such right (in either case a "Taking"), all of the Premises are taken, or if so much of the Premises are taken that the Premises cannot be used by Tenant in a commercially reasonable manner for the purposes for which they were used immediately before the Taking, then this Lease shall, at Tenant's sole option, subject to the rights of any Leasehold Mortgagee, if applicable, terminate on the earlier of the vesting title to the Premises in the condemning authority, or the taking of possession of the Premises by the condemning authority.

(b) Landlord and Tenant agree that, in the event of a Taking that does not result in the termination of this Lease pursuant to this Article, this Lease shall continue in effect as to the remainder of the Premises and any future development, and the net amounts owed or paid to the parties or to which either of the parties may be or become entitled by reason of any Taking pursuant to any agreement with any condemning authority which has been made in settlement of any proceeding relating to a Taking, less any costs and expenses incurred by the Parties in

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collecting such award or payment (the "Net Condemnation Award") shall be distributed and disbursed as provided in applicable Multi-family housing laws and regulations. However, if the distribution is not covered by one or more of the preceding instruments, then as follows: (i) first to any Leasehold Mortgagee in an amount sufficient to satisfy the terms and conditions of the Leasehold Mortgage, if applicable, if required, and (ii) to the extent permitted by the foregoing instruments, in accordance with subsection (d) below. Notwithstanding the foregoing, to the extent permitted in any Leasehold Mortgage, if applicable, the Net Condemnation Award shall be used by Tenant to make the remainder of the Premises a complete, unified and efficient operating unit as nearly as reasonably possible to the condition existing prior to the Taking, subject to any applicable requirements of any Leasehold Mortgage, if applicable. However, Tenant is not obligated to expend any sums to restore the Premises that are in excess of the Net Condemnation Award made available to it for that purpose.

(c) If there shall be a temporary Taking with respect to all or any part of the Premises or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay in full all Rent and other charges required herein except Operating Expenses attributable to the taken property, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary Taking.

(d) If there is a Taking, whether whole or partial, Landlord (solely in its capacity as Landlord under this Lease and not in its capacity, if applicable, as maker of any loan to Tenant) and Tenant shall be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed, subject to the rights of any Leasehold Mortgagee, taking into consideration the fact that Landlord's interest in the Premises is limited to the land and the Development, for which Landlord shall have contributed an amount toward the construction thereof (the actual aggregate amount so contributed being referred to as the "Landlord's Contribution,") as encumbered by this Lease, and a reversionary interest in the Premises and the Development upon the expiration of the Term. If the Premises shall be restored as is contemplated in subsection (b) above, Tenant shall be entitled to recover the costs and expenses incurred in such restoration out of any Net Condemnation Award. Thereafter, if the condemning authority does not make separate awards, the Parties agree that any Net Condemnation Award will be allocated between them on a proportionate basis, taking into account the relative percentage of the Development that consists of the Mixed Finance Housing Units and the portion of Landlord's Contribution that has not been repaid to Landlord. If the Parties are unable to agree as to the exact percentage of such allocation or if such allocation is no longer applicable because of the repayment of Landlord's Contribution, and the Parties are unable to agree as to the amounts that are to be allocated to the respective interests of each party, then each party shall select an independent M.A.I. real estate appraiser (an "Appraiser"). Each Appraiser shall separately determine the amount of the balance of the Net Condemnation Award allocated to each party. If the percentage allocated to Landlord by one Appraiser is within ten percent (10%) of the percentage allocated to Landlord by the other Appraiser, then the two percentage allocations shall be averaged and such average percentage shall be the percentage allocated to Landlord, with the remaining percentage of the balance of the Net Condemnation Award to be allocated to Tenant. If the percentage allocated to Landlord by an Appraiser is not within ten percent (10%) of that allocated to Landlord by the other Appraiser, then the two Appraisers shall



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select a third appraiser, who shall independently determine the percentage of the balance of the Net Condemnation Award that should be allocated to each party, and the average of the percentages determined by the three Appraisers to be allocable to Landlord shall be the percentage that is allocated to Landlord and the remaining percentage of the balance of the Net Condemnation Award shall be allocated to Tenant.

(e) Landlord and Tenant agree that all then-existing Leasehold Mortgagees, to the extent permitted by law and to the extent their interests are affected by the Taking, shall be made a party to any Taking proceeding.

## ARTICLE 17 – DEFAULT and REMEDIES

**Section 17.1 Landlord's Right to Perform.**

(a) Landlord's Option to terminate if Tenant does not receive LIHTC. If Tenant does not obtain an award of Low Income Housing Tax Credits for the fiscal years 2013 or 2014 on or before August 31, 2014, then Landlord may immediately terminate the Lease. In the event Tenant is successful in obtaining an award, Tenant, at Tenant's sole expense, may obtain a market valuation/analysis of the value of this Lease and indicate on the application for the LIHTC that the value of this Lease will be donated to the LIHTC project to be developed on the Premises. Landlord also intends to make application for New Mexico Affordable Housing Tax Credits, and if Landlord is successful in its application for these additional tax credits, Landlord agrees to use the proceeds from the sale or other disposition of the Affordable Tax Credits for the sole purpose of development of the Premises for the purpose set forth herein.

(b) Landlord's Option if Tenant fails to pay when due amounts payable. If Tenant fails to pay when due amounts payable by Tenant in accordance with Tenant's obligations under this Lease, then Landlord, after ten (10) calendar days' prior written notice to Tenant and without waiving any of its rights under this Lease, may (but will not be required to) pay such amount, unless Tenant notifies Landlord in writing during such ten (10) calendar day period that Tenant is withholding the subject payment due to a dispute as to the legitimacy or correctness of same and takes steps reasonably necessary to protect Landlord's interests. If Tenant fails to perform any of its other obligations under this Lease within the time permitted for its performance, then Landlord, after ten (10) calendar days' prior written notice to Tenant and without waiving any of its rights under this Lease, may (but will not be required to) perform such obligation, unless Tenant notifies Landlord in writing during such ten (10) day period that Tenant is withholding performance due to a dispute as to the legitimacy or correctness of same and takes steps reasonably necessary to protect Landlord's interests or that Tenant has commenced the curing of such default within such ten (10) day period and continues to prosecute such cure in good faith until it has effected such cure.

(c) Additional Rent. All amounts which Tenant is obligated to pay pursuant to Article VI of this Lease, which if not paid may be paid by Landlord, and all reasonable costs and expenses incurred by Landlord in connection with the performance of any such Tenant obligations will be payable by Tenant to Landlord within ten (10) calendar days after Landlord has notified Tenant in writing of the amounts incurred by Landlord on its behalf and shall constitute "Additional Rent," with interest accrued thereon at the rate equal to two percent (2%) above the prime rate



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then in effect, as published from time to time in the Wall Street Journal. Landlord shall provide Tenant with invoices and other reasonable evidence of the amounts paid or incurred by Landlord in connection with its exercise of its rights pursuant to this Article.

**Section 17.2 Events of Default.**

At the option of Landlord, the occurrence of any of the following events shall constitute and are defined as an "Event of Default" by Tenant:

(a) Tenant defaults in the due and punctual payment of any Base Rent or Additional Rent, and such default continues for fifteen (15) calendar days after written notice from Landlord, unless Tenant notifies Landlord in writing during such fifteen (15) calendar day period that Tenant is withholding the subject payment or performance due to a dispute as to the legitimacy or correctness of same and takes steps reasonably necessary to protect Landlord's interests; or

(b) Tenant vacates (except by reason of casualty or condemnation) the Premises for a period of more than thirty (30) consecutive days, or abandons the Premises; or

(c) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged or bonded off within ninety (90) calendar days after its levy; or

(d) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, including without limitation the provisions of Article 12 hereof, and such breach continues for a period of thirty (30) calendar days after notice by Landlord to Tenant; provided, however, if the nature of the breach is such that it cannot be cured by Tenant reasonably within the period of thirty (30) calendar days, Tenant shall not be deemed in default of this Lease if Tenant commences the curing of such default within such period of thirty (30) days and prosecutes in good faith the curing of same continuously thereafter until the same is, in fact, cured; or

(e) Tenant fails to complete construction of the Future Development by the completion date and in accordance with closing documents to be entered into by the Parties at a closing on the financing for the Development; or

(f) Tenants fails to operate and maintain the Multi-family mixed income rental properties in accordance with all Applicable Multi-family Housing Requirements; or

(g) A lien is placed on the Premises, with the exception of any Permitted Mortgages, if applicable, approved in writing by Landlord, that is not released or bonded no later than thirty (30) days of filing; or

(h) Tenant uses the Premises for uses other than the permitted use provided for in Section 9.1 herein; or

(i) Tenant makes any assignment in violation of this Lease.



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**Section 17.3 Remedy**

If any one or more Events of Default set forth in Section 17.2 occurs, and continues beyond the applicable grace or cure periods, then Landlord may, at Landlord's sole and exclusive remedy, at law or in equity, but subject in all respects to the rights of any holder of a Permitted Mortgage, if applicable, as set forth in Article 12 hereof, terminate this Lease by written notice to Tenant of its intention to terminate this Lease on the date (including any cure period described above) specified in such notice, and, on the date specified in such notice, Tenant's right to possession of the Premises and the Development will cease and the estate conveyed by this Lease shall re-vest in Landlord.

**Section 17.4 Tenant's Right to Perform.**

(a) Right to Perform Covenants. If Landlord shall, at any time, fail to perform any of its obligations hereunder or be in breach of any of its representations and warranties herein, Tenant shall, except in the event of an emergency, provide Landlord will notice of such default, and if Landlord does not commence action to cure any such default within the time period specified below after the giving of such notice, or immediately, in the event of an emergency, then Tenant may, without any obligation so to do and without waiving or releasing any obligation of Landlord contained in this Lease, take such actions and make such payment as may be necessary or appropriate to fulfill Landlord's obligations or otherwise cure any default of Landlord hereunder. In case of emergency, Tenant shall nevertheless make every effort to provide notice of default to Landlord. Where no emergency exists, and after giving notice to Landlord, Tenant shall allow Landlord ten (10) calendar days to commence a cure, unless Tenant's interests would be jeopardized by such delay.

(b) Costs and Expenses. All reasonable sums so paid by Tenant and all reasonable and essential costs and expenses incurred by Tenant in connection with the performance of any of the obligations of Landlord hereunder, or on account of any breach by Landlord of its representations and warranties herein shall be payable by Landlord to Tenant, but only after Tenant provides Landlord with invoices and other evidence of the amounts paid and essential expenses incurred by Tenant in connection with its reasonable exercise of its rights pursuant to this Article. In the event Landlord does not pay Tenant the amounts set forth in such invoices, then Tenant may withhold such amounts from the next installment of rent due under this Lease, until paid in full.

**Article 17.5 Excusable Delay**

Any time deadline or limitation shall be subject to extension for any delay that arises from unforeseeable causes beyond the reasonable control and without the fault or negligence of Landlord or Tenant. Examples of such cause include, without limitation, (a) acts of God, or public enemy, (b) acts or failure to act of other governmental entity in either their sovereign or contractual capacity, to the extent action by other governmental entity is required hereunder, provided that the party hereunder seeking such action by other governmental entity properly requests same in a timely manner and thereafter diligently pursues same, (c) acts or failure to act of a contractor in the performance of a contract with Landlord or Tenant, provided that the party hereunder seeking such action by the contractor property requests same in a timely manner and

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thereafter diligently pursues same, (d) fires, (e) floods, (f) epidemics, (g) quarantine restrictions, (h) strikes or labor disputes, (i) freight embargoes, (j) unusually severe weather, (j) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the reasonable control and without the fault or negligence of Landlord or Tenant, as applicable, (l) delays caused by litigation commenced by someone other than Landlord, and Leasehold Mortgagees, and (m) unusual disruptions in financial markets.

## ARTICLE 18 – MISCELLANEOUS

**Section 18.1 No Brokers.**

Landlord and Tenant each represents and warrants to the other that it has not dealt with any broker or finder with regard to the Premises or this Lease.

**Section 18.2 Recordation**

Landlord and Tenant shall record a Memorandum of this Lease #1 among the Land Records of the County in the form provided herein as Exhibit C. At the expiration of the Term of this Lease, Tenant shall execute a quitclaim termination of its interest in this Lease.

**Section 18.3 Time of Essence**

Subject to Section 17.5 herein, time is of the essence of each and every provision of this Lease.

**Section 18.4 No Waiver.**

No waiver of any condition or agreement in this Lease by either Landlord or Tenant will imply or constitute a further waiver by such party of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term of this Lease will be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender will be valid unless in writing signed by Landlord. Neither payment by Tenant, nor receipt from Landlord, of a lesser amount than the Base Rent and Additional Rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Base Rent and Additional Rent. No endorsement or statement on any check, or any letter accompanying any check or payment as Base Rent or Additional Rent, will be deemed an accord and satisfaction. Landlord will accept such check for payment without prejudice to Landlord's rights to recover the balance of such Base Rent or Additional Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any parts of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the Base Rent and Additional Rent reserved in this Lease. No such collection will be deemed a waiver of the covenant in this Lease against assignment and subletting, or the acceptance of assignee, subtenant, or occupant of Tenant, or a release of Tenant from the complete performance by Tenant to its covenants in this Lease.

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**Section 18.5 Joint and Several Liability**

The liability of Tenant under this Lease is limited to Tenant's interest in the Premises. Neither Tenant, nor any general or limited partner of Tenant, or any affiliate thereof, nor any officer, director, shareholder or employee of any of said entities, shall have any personal liability hereunder.

**Section 18.6 Captions and Gender.**

The captions are inserted in this Lease only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Lease. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another.

**Section 18.7 Entire Agreement**

Except for those that specifically set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

**Section 18.8 Amendment**

This Lease can be amended only by a written document agreed to and signed by Landlord and Tenant, the approval of which both Landlord and Tenant mutually agree not to unreasonably withhold, delay or condition, and with the written approval of all Leasehold Mortgagees, if applicable, provided that no amendment shall impair the obligations of Tenant to develop and operate the Developments in accordance with the Applicable Multi-family Housing Requirements.

**Section 18.9 Severability**

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as a part of this Lease a provision as similar to such illegal, invalid, of unenforceable provision as may be possible and be legal, valid, or enforceable provided such severability does not materially affect the basic understanding of the parties hereto as reflected in this Agreement.

**Section 18.10 Notices.**

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed given when (i) received, if delivered by hand (ii) sent by registered or certified mail, return receipt requested, (iii) sent by recognized overnight delivery services such as Federal Express, or (iv) transmitted by facsimile or electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i), (ii), or (iii) above, addressed as follows:

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If to Tenant: Santa Fe Civic Housing Authority
664 Alta Vista Street
Santa Fe, New Mexico 87505
Attn: Ed Romero, Executive Director

With a copy to:

If to Landlord: City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe, New Mexico 87504-0909
Attention: Alexandra Ladd

With a copy to: City Manager

A party may change its address or to whom a copy should be sent by giving written notice to the other Parties as specified herein. Landlord shall also provide written notice to any Leasehold Mortgagee, if applicable, in accordance with Section 12.3.

**Section 18.11 Waiver of Jury Trial**

Landlord and Tenant may waive trial by jury, by mutual consent, in any action, proceeding or counterclaim brought by one against the other on all matters arising out of this Lease or the use and occupancy of the Premises.

**Section 18.12 Cooperation**

Landlord and Tenant agree that they will reasonably cooperate with one another in furtherance of the development of the Premises with the Future Development. In particular, Landlord recognizes that the varied sources of funding make it extremely difficult to anticipate every potential provision that may be required in this Lease. From time to time, Tenant may request modifications to the Lease reasonably necessary to satisfy the requirements of financing sources, which financing sources include without limitation, private lenders, equity sources, and governmental agencies. Landlord to the extent reasonably necessary to advance the Future Development, will accommodate such requests, and will not unreasonably withhold or delay its approval and execution of such modifications to this Lease, provided that they do not materially and adversely to the interests of Landlord alter the basic terms hereof. Nothing herein shall impose upon Landlord any requirement to approve any modification or amendment to the Lease which would violate or contravene any applicable laws or any contract or agreement to which Landlord is a party or which is binding on Landlord. Landlord agrees that it will, upon request of Tenant, from time to time, but not more frequently than once a year, enter into an amended and restated lease combining into one document the entire Lease and all amendments and modifications theretofore entered into. In addition, Landlord or Tenant, as the case may be, shall execute, acknowledge and deliver to the other and/or to each Leasehold Mortgagee, promptly upon request, its certificate certifying (i) that the Lease is unmodified and in full force and effect, (or, if there have been modifications, that this Lease is in full force and effect, as modified, and

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describing the modifications), (ii) the dates, if any, to which Base Rent and Additional Rent have been paid, (iii) whether there are the existing any charges, offsets or defenses against the enforcement by Landlord or Tenant to be performed or observed and, if so, specifying the same, (iv) whether there are then existing any defaults by Tenant or Landlord in the performance or observance by Tenant or Landlord of any agreement, covenant or condition hereof on the part of Tenant or Landlord to be performed or observed and whether any notice has been given to Tenant or Landlord of any default which has not been cured, and, if so, specifying the same, and (v) any other items reasonably requested by the Equity Investor or any Leasehold Mortgagee.

**Section 18.13 Additional Releases, Utility Easements.**

Landlord agrees that landlord shall not unreasonably withhold or delay Landlord's consent, and shall join with Tenant from tome to time during the Term in the following (provided, however, Landlord is not subject to any cost, expenses or fee, or other liability, in connection therewith): (a) the granting of easements affecting the Premises and the Future Development which are for the purpose of providing utility services for the same; and (b) the dedication or conveyance, as required, of portions of the Premises for road, highway and other public purposes to provided access for the Future Development or to permit widening of existing roads or highways. As a condition precedent to the exercise by Tenant of any of the powers granted to Tenant in this Section 18.13, Tenant shall give written notice to Landlord of the action to be taken, shall certify in writing to Landlord that such action will not adversely affect either the value or the use of the Premises, the Future Development, or any part thereof, and shall deliver all instruments required of Tenant by Landlord, and any mortgagee of the Premises.

**Section 18.14 Governing Law and Venue.**

This Lease will be governed by and construed in accordance with the internal laws of the State of New Mexico, without regard to principles of conflicts of laws. However, federal law shall apply to provisions required by federal statutes, regulations or guidelines.

**Section 18.15 Binding Effect**

This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns except as otherwise provided in this Lease. This Lease will inure to the benefit of, and will be binding upon Tenant's successors and assigns so long as the succession or assignment is permitted pursuant to the terms of this Lease.

**Section 18.16 Cumulative Rights.**

Except, as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

**Section 18.17 Non-Merger**

Except upon expiration of the Term or upon termination of this Lease pursuant to an express right of termination set forth herein, there shall be no merger of either this Lease or Tenant's estate created hereunder with the fee estate of the Premises or any part thereof by reason of the facts that the same person may acquire, own or hold, directly or indirectly, (i) this



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Lease, Tenant's estate created hereunder or any interest in this Lease or Tenant's estate (including the Development), and (ii) the fee estate in the Premises or any part thereof or any interest in such fee estate (including the Development), unless and until all persons, including any assignee of Landlord, having an interest in (a) this Lease or Tenant's estate created hereunder, and (b) the fee estate in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

**Section 18.18 No Third Party Beneficiary.**

Nothing contained in this Lease or in any agreement or contract between the Parties, Landlord or Tenant be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture or any association.

**Section 18.19 Quiet Enjoyment**

Tenant, upon paying the Base Rent and Additional Rent and keeping, observing and performing all of the terms, covenants, agreements, provisions, conditions and limitations of this Lease on Tenant's part to be kept, observed and performed, shall quietly have and enjoy the Premises during the Term of this Lease without hindrance or molestation by anyone lawfully claiming by, under or through Landlord, subject, however, to the Permitted Encumbrances, reservations and conditions of this Lease.

**Section 18.20 Counterparts.**

This Lease may be executed in counterparts and all such counterparts shall be deemed originals and together shall constitute but one and the same instrument.

**Section 18.21 Litigation Fees.**

If Landlord and Tenant litigate any provision of this Lease or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees and court costs, actually incurred by the successful litigant at trial and on any appeal.

**Section 18.22 Limited Liability of Landlord**

Tenant shall look solely to Landlord's interest in the Premises for the satisfaction of any claims against Landlord, or its employees, agents, or assigns for the satisfaction of any claims, if permitted by law, arising pursuant to this Lease.

**Section 18.23 Access**

Tenant agrees to grant a right of access to Landlord, or any of its authorized representatives, during regular business hours with respect to any books, documents, papers, or other records related to this Lease in order to make audits, examinations, excerpts, and transcripts.

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**Section 18.24 Disclaimer of Partnership Status**

(a) Tenant and Landlord acknowledge that the proposed transfer to Tenant or to any other participating party in the Development, of Multi-family mixed income housing funds for the development and operation of the Premises covered under this Lease shall not be deemed to be an assignment of such funds. Accordingly, neither Landlord, nor any other participating party, shall succeed to any rights or benefits of Tenant. Tenant further agrees to include this disclaimer in each of its agreements or contracts with any partner, participating party, or any other party involving the use of said housing funds for the Developments.

(b) Nothing contained in in any agreement between Landlord and Tenant, nor any act of Landlord, shall be deemed or construed to create any relationship of third-party beneficiary, principal or agent, limited or general partnership, or joint venture involving the Landlord.

**Section 18.26 Conflicts.**

In the event of a conflict or inconsistency between any requirement contained in this Lease (or between any requirement contained in any document referred to in this Lease, including any Leasehold Mortgage, if applicable), and the Applicable Multi-family mixed income Housing Requirements, the Applicable Multi-family mixed income Housing Requirements shall in all instances be controlling.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first hereinabove written, with the specific intention that this Lease constitutes an instrument under seal.

**WITNESSES:**

Print Name: Rosalie Cardenas

Print Name: _____

**LANDLORD**

**CITY OF SANTA** a public body established pursuant to New Mexico Statutes

By: _____
David Coss, Mayor

Date Executed: 7/16/13, 2013

**WITNESSES:**

Print Name: Rosalie Cardenas

Print Name: _____

**TENANT**

**SANTA FE CIVIC HOUSING AUTHORITY**

By: _____

Date Executed: 7/23, 2013

CITY OF SANTA FE:

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Attest:

Yolanda Y. Vigil, City Clerk

Approved as to Form:

Geno Zamora, City Attorney 4/25/13

Approved:

Finance Director 7/16/13

STATE OF NEW MEXICO
COUNTY OF Santa Fe

The foregoing instrument was acknowledged before me this 16th day of July, 2013, by David Coss, Mayor, City of Santa Fe a public body established pursuant to New Mexico Statutes.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2013

Notary Public, State of New Mexico

Rosalie Cardenas
Print, Type or Stamp Name

Personally Known ✓ or Produced Identification ___
Type of Identification Produced_____

STATE OF NEW MEXICO
COUNTY OF Santa Fe

The foregoing instrument was acknowledged before me this 23rd day of July, 2013 by Ed Romero, Executive Director of Santa Fe Civic Housing Authority.

OFFICIAL SEAL
Rosalie Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9-8-2013

Notary Public, State of New Mexico

Rosalie Cardenas
Print, Type or Stamp Name

Personally Known ✓ or Produced Identification ___
Type of Identification Produced_____



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## EXHIBIT A

### Legal Description

**1237-1246 Senda del Valle & 1209-1219 Senda Lane:**

Lots Nine (9) through Twenty (20), Block Three (3), Lots Eight (8) through Thirteen (13), Block Four (4), Lots Twelve (12) through Seventeen (17), Block Five (5), West View Subdivision, formerly known as Las Acequias, Phase 2, Unit 2, as shown on plat filed in the Office of the county Clerk, Santa Fe County, new Mexico on February 13, 1983, in Plat Book 195, page 031, as Document No. 670-659.

SUBJECT TO: Reservations, restrictions and easements of record and taxes for 1990 and subsequent years.

**911 Agua Fria Street**

Beginning at a point marked by an iron pipe, located on the northerly side of Agua Fria Street in the City of Santa Fe, New Mexico, from whence the southeasterly corner of the intersection of Oñate Street and Agua Fria Street bears S. $46^0$ 54' W., 92.4 feet distant; from said beginning point, thence S. $69^0$ 17' W., for a distance of 149.2 feet along the northerly side of said Agua Fria Street to a point marked by an iron pipe, this being the southwesterly corner of the tract herein described; thence leaving said Agua Fria Street, N. $20^0$ 26' W., for a distance of 216.6 feet to a point marked by an iron pipe; thence continuing N. $20^0$ 25' W., for a distance of 13.46 feet to a point on the southern boundary of Lot 13, all as shown by plat of survey of the Vincent F. Brown Subdivision. A copy of said plat being on file with The County Clerk of Santa Fe County, this said point being the northwesterly corner of the tract herein described; thence N. $76^0$ 05' E., for a distance of 31.14 feet to a point marked by an iron pipe this said point being the southeasterly corner of said lot 13; thence continuing N. $76^0$ 05' E., for a distance of 50.0 feet to a point marked by an iron pipe, this said point being the southeasterly corner of Lot 12; thence N. $81^0$ 41' E., for a distance of 106.2 feet to a point marked by an iron pipe; this said point being the northeasterly corner of the tract herein described.

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**1752-1788 Hopewell Street & 1750-1765 Mann Street**

Beginning at the Southwest corner of the herein described tract marked by an iron pipe and being a point on the East boundary line of Capital Land & Townsite Addition and the West boundary of Zimmerman's Tract no. 296, from which a U.S.G.L.O. brass cap marking the one mile corner on the South boundary of the Santa Fe Grant bears South 07° 38' East 3153.50 feet, and a similar U.S.G.L.O. brass cap marking the Southwest corner of the Santa Fe Grant bears South 57° 26' West 5767.58 feet distant; thence from said beginning point and running along the East boundary line of Capital Land & Townsite Addition North 17° 30' West 711.20 feet to the Northwest corner of the tract herein described, being a point identical with the Northwest corner of Zimmerman's Tract No. 236; thence North 81° 30' East 2.3 feet; thence North 53° 45' East 133.4 feet; thence North 57° 47' East 20 feet; thence South 43° 17' East 44.1 feet; thence South 17° 30' East 74.90 feet; thence North 71° 18' East 45.63 feet; thence North 85° 50' East 55.56 feet; thence North 81° 38' East 75.63 feet; thence North 63° 10' East 131.41 feet to the Northeast corner of the tract herein described and being a point on the East boundary of Zimmerman's Tract no. 326; thence running along the East boundary of said Tract No. 326 south 7° 45' East 508.98 feet to the Southeast corner of the tract herein described; thence South 52° 31' West 409.67 feet to the place and point of beginning, being and intended to be a portion of Zimmerman's Tract no. 236, continuing 5.851 acres as shown on property line map Site "C" Alternate Revised Housing Authority of the City of Santa Fe, prepared by William E. Fields, Dated October 1962, Project no. (S) NM-9-A;

SUBJECT, HOWEVER, to the two following easements: (1) That certain easement in favor of Public Service Company of New Mexico, dated September 18, 1953, recorded in Book 84, at page 147 Miscellaneous Records of Santa Fe County, New Mexico; and (2) That certain easement in favor of City of Santa Fe for maintenance of a Santa Fe sanitary sewer line dated September 18, 1954, recorded in Book 114, at page 130 Miscellaneous Records of Santa Fe County, New Mexico.

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**1222-1265 Cerro Gordo Road**

BEGINNING at the northwest corner of the tract herein described, a point on the southeasterly side of Cerro Gordo Road from whence H.C. No. 1 on the south boundary of the Salvador Gonzales Grant bears N. 31° 28' W., 173.50 feet; thence from said point of beginning along the east side of Cerro Gordo Road S. 44° 20' W., 58.30 feet to a point; thence S. 40° 25' W., 26.75 feet to a point; thence S. 16° 06' W., 88.40 feet to the southwest corner of the tract herein described which is a point at the east side of Cerro Gordo Road and the north side of a 14 foot access road; thence along the north side of said 14 foot access road S. 83° 47' E., 478.30 feet to a point; thence S. 85° 41' E., 155.95 feet to the southeast corner of the tract herein described which is a point at the north side of said 14 foot access road and the west side of South Armijo Lane; thence along the west side of South Armijo Lane N. 06° 18' E., 363.80 feet to the northeast corner of the tract herein described which is a point on the west side of South Armijo lane and the south side of Cerro Gordo Road; thence along the south side of Cerro Gordo Road S. 72° 26' W., 38.85 feet to a point; thence S. 56° 57' W., 79.10 feet to a point; thence S. 55° 57' W., 207.00 feet to a point; thence N. 86° 17' W., 298.80 feet to a point; thence S. 71° 43' W., 14.70 feet to the northwest corner, the point and place of beginning, containing 2.921 acres, more or less.

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## 1227-1265 Gallegos Lane

**Tract "A"**

BEGINNING at the southeast corner of the tract herein described, a point on the north right-of-way of Rosina Street from whence the center of a sanitary sewer manhole No. B1A-4 at the intersection of Rosina and Maclovia Streets bears N. 85° 21' E., 138.80 feet; thence from said point of beginning S. 71° 07' W., 110.10 feet to the southwest corner of the tract herein described which is the northeast intersection of Rosina Street and Gallegos Lane; thence along the east right-of-way of Gallegos Lane and along a curve to the right whose radius is 10.0 feet for an arc length of 16.38 feet and whose chord is N. 62° 03' W., 14.65 feet to a point; thence N. 15° 06' W., 208.93 feet to a point; thence N. 09° 19' W., 199.90 feet to a point; thence N. 14° 50' W., 207.72 feet to a point; thence along a curve to the right whose radius is 10.0 feet for an arc length of 12.62 feet and whose chord is N. 21° 19' E., 11.80 feet to the northwest corner of the tract herein described which is the southeast intersection of Gallegos Lane and Gallegos Drive; thence along the south right-of-way of Gallegos Drive N. 57° 28' E., 83.11 feet to a point; thence along a curve to the right whose radius is 821.11 feet for an arc length of 181.05 feet and whose chord is N. 63° 67' E., 180.68 feet to a point; thence N. 70° 06' E., 21.64 feet to the northeast corner of the tract herein described; thence S. 00° 02' E., 713.85 feet to the southeast corner, the point and place of beginning, containing 3.038 acres.

**Tract "B"**

BEGINNING at the northwest corner of the tract herein described, a point on the south right-of-way of Gallegos Drive from whence the center of a sanitary sewer manhole No. B1-9 bears N. 37° 49' E., 100.50 feet; thence from said point of beginning and along the south right-of-way of Gallegos Drive along a curve to the left whose radius is 304.49 feet for an arc length of 48.04 feet and whose chord is N. 69° 23' E., 47.85 feet to the northeast corner of the tract herein described, a point at the southwest intersection of Gallegos Drive and Gallegos Lane; thence along the west right-of-way of Gallegos Lane and along a curve to the right whose radius is 10.0 feet for an arc length of 16.95 feet and whose chord is S. 65° 37' E., 14.70 feet to a point; thence S. 14° 50' E., 186.94 feet to a point; thence S. 09° 19' E., 130.90 feet to the southeast corner of the tract herein described; thence West 110.07 feet to the southwest corner of the tract herein described; thence N. 14° 50' W., 202.00 feet to a point; thence N. 75° 10' E., 60.00 feet to a point; thence N. 14° 50' W., 91.54 feet to the northwest corner, the point and place of beginning, containing 0.701 acres.

With warranty covenants.

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**Exhibit B**

**Permitted Encumbrances**

*Current encumbrances upon the parcels include a Declaration of Trust (DOT) filed with HUD, entered into in accordance with Section 8 of the Annual Contributions Contract between HUD and the Santa Fe Civic Housing Authority, Inc. dated November 8, 1996, which restricts the leasing regulations of units located upon the property. It is not anticipated that any additional encumbrances will be identified as a result of a title search, scheduled for completion in May 2013. Future encumbrances will include restrictions on the use of the property as per the Low Income Housing Tax Credit program.*

*In the event Tenant is successful in obtaining an award of Low Income Housing Tax Credits, Tenant, at Tenant's sole expense, may obtain a market valuation/analysis of the value of this Lease and indicate on the application for the LIHTC that the value of this Lease will be donated to the LIHTC project to be developed on the Premises. Landlord also intends to make application for New Mexico Affordable Housing Tax Credits, and if Landlord is successful in its application for these additional tax credits, Landlord agrees to use the proceeds from the sale or other disposition of the Affordable Tax Credits for the sole purpose of development of the Premises for the purpose set forth herein.*

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LEASE
COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss
PAGES: 37

I Hereby Certify That This Instrument Was Filed for Record On The 15TH Day Of August, 2013 at 12:54:09 PM And Was Duly Recorded as Instrument # 1715128 Of The Records Of Santa Fe County

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

1275793.2/010474.000000

**EXHIBIT C**

**MEMORANDUM OF GROUND LEASE**

THIS MEMORANDUM OF GROUND LEASE is dated as of 6-12-13 by and between the City of Santa Fe, a public body established pursuant to the laws of New Mexico ("Landlord") and Santa Fe Civic Housing Authority., ("Tenant").

WHEREAS, Landlord is leasing to Tenant the premises more particularly described in Exhibit A attached hereto (the "Property"), pursuant to the "Lease"; and

WHEREAS, the term of the Lease is from the Commencement Date (as set forth in the Lease) to the last day of the month during which the Ninety-ninth (99th) anniversary of the Commencement Date occurs, subject to earlier termination as contemplated in the Lease; and

WHEREAS, the interest of Landlord in the Property shall not be subject to liens for improvements made by Tenant; and

WHEREAS, Landlord and Tenant by their signatures below do hereby agree that the foregoing accurately describes the Lease entered into by them.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Memorandum Ground Lease as of the date set forth above.

**LANDLORD**

**CITY OF SANTA FE**, a public body established pursuant New Mexico Statutes

By: _____

**TENANT**

**SANTA FE CIVIC HOUSING AUTHORITY**

By: _____

1275793.2/010474.000000

SFC CLERK RECORDED 08/15/2013

Land Records Corp. FA ALB11878 SF 1715128.038

(3)

American Title Insurance Co.
19 06 2994 2

ITEM # 14-1220

**First Amendment to Lease**
**between**
**Santa Fe Civic Housing Authority, Inc.**
**and**
**City Of Santa Fe, New Mexico**

This First Amendment to Lease ("Amendment") is made effective this 19 day of December 2014 (the "Effective Date"), by and between Santa Fe Civic Housing Authority, Inc., a New Mexico nonprofit corporation ("Tenant"), located at 664 Alta Vista Street, Santa Fe, New Mexico 87505, and the City of Santa Fe, New Mexico ("Landlord"), for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**RECITALS**

A. Tenant and Landlord entered into that certain Lease 1 dated as of June 12, 2013 (the "Lease") that leases the premises described therein consisting of land legally described on Exhibit A attached hereto (the "Premises").

B. Tenant intends to sublease a portion of the Premises (such portion, the "Subleased Premises") to Santa Fe Community Living, LLC, a New Mexico limited liability company ("Subtenant") pursuant to a Sublease to be dated on or about the date hereof (the "Sublease") for the purpose of constructing a multi-family residential project containing 120 units of residential housing in 56 buildings and appurtenant facilities, including two police units, which will be commonly known as Santa Fe Housing Apartments (the "Project").

C. Investor member of Subtenant (any such member, an "Investor Member") and lenders are providing funding for the development of the Project and require, among other things, notice and opportunity to cure defaults, a standstill provision in the Lease to prohibit termination of the Lease during the tax credit compliance period, consent to mortgage and certain lender rights, all as further described below ("Investor Member and Lender Rights").

D. Tenant and Landlord desire to enter into an amendment to the Lease, whereby, among other things, Landlord agrees to provide the Investor Member and Lender Rights

**NOW, THEREFORE,** in consideration of the foregoing, the covenants of the parties hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1) **Hopewell and Mann Streets**. Landlord acknowledges that Hopewell Street and Mann Street (together, the "Streets") are constructed through the Premises and are encompassed within the legal description of the Premises. Although neither such street has been formally dedicated to public use, such Streets are open to and used by the going public, including vehicular, pedestrian and other traffic. Notwithstanding anything to the contrary in the Lease,

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including, without limitation, anything contained in Articles 8, 10 or 13, both parties agree that Tenant shall have no responsibility or liability for the maintenance, indemnification or insurance obligations relating to the Streets or for any claims, accidents, losses or death relating to or arising out of the Streets, including the going public's use thereof and traveling thereon.

2) **Section 9.1 (Permitted Use).** Section 9.1 is hereby amended by inserting the following definition of "Applicable Housing Requirements" at the end of such section:

> "For purposes of this Section, "Applicable Housing Requirements" shall mean any applicable HUD and New Mexico housing authority guidelines and requirements of the Rental Assistance Demonstration conversion program and project based rental assistance programs, as well as all requirements of the Low-Income Housing Tax Credit program under Section 42 of the Internal Revenue Code of 1986."

3) **Article 11 (Assignments, Subleases and Transfers).** Landlord hereby acknowledges that pursuant to Section 11.1(a) of the Lease, Landlord is deemed to have approved a transfer to a single-purpose Owner Entity created in order to finance the Future Development provided that the Tenant is a general partner or otherwise exercises control of such Owner Entity. Landlord hereby acknowledges and agrees that the sublease of the Subleased Premises to Subtenant constitutes such a transfer to a single-purpose Owner Entity created in order to finance the Future Development and further acknowledge Tenant exercise sufficient control of Subtenant, as Owner Entity, for purposes of Article 11 of the Lease. Landlord further acknowledges and agrees that the Project, as defined above, shall be recognized as a "Future Development" pursuant to the Lease.

4) **Article 12 Leasehold Financing.** Article 12 of the Lease is hereby amended as follows: (a) each reference to "Permitted Encumbrance Mortgage" shall include, without limitation, a mortgage of Subtenant's interest in the Premises, including pursuant to that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Subtenant Deed of Trust") dated as of December ____, 2014, by Subtenant in favor of the deed trustee named therein for the benefit of Zions First National Bank, as trustee, whose address is Corporate Trust Services, 1001 17th Street, Suite 850, Denver, Colorado 80202 ("Bond Trustee"), and the Sub-Leasehold Provisions attached thereto as Exhibit D executed on behalf of Tenant, and (b) each reference to "Permitted Leasehold Mortgagee" shall include, without limitation, Bond Trustee. Landlord hereby consents to the Subtenant Deed of Trust and agrees that the rights given to a Permitted Leasehold Mortgagee under the Lease shall inure to Bond Trustee.

5) **Section 17.2 Events of Default.** Landlord hereby acknowledges and agrees that the "completion date" referenced in Section 17.2(e) of the Lease means April 1, 2016.

6) **Section 18.10 Notices.** Section 18.10 is hereby substituted and replaced with the following:

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**"Section 18.10 Notices.**

Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease shall be in writing and shall be deemed given when (i) received, if delivered by hand (ii) sent by registered or certified mail, return receipt requested, (iii) sent by recognized overnight delivery services such as Federal Express, or (iv) transmitted by facsimile or electronic mail, provided such notice is also sent simultaneously in the manner provided for in (i), (ii), or (iii) above, addressed as follows:

| | |
|---|---|
| If to Tenant: | Santa Fe Civic Housing Authority, Inc.<br>Attn: Ed Romero<br>664 Alta Vista<br>Santa Fe, NM 87505<br>Facsimile: (505) 989-7786 |
| With a copy to: | U.S. Bancorp Community Development Corporation<br>1307 Washington Avenue, Suite 300<br>Mail Code: SL MO RMCD<br>St. Louis, MO 63103<br>Attn.: Director of LIHTC Project Management<br>Facsimile: (314) 335-2601 |
| If to Investor Member: | U.S. Bancorp Community Development Corporation<br>1307 Washington Avenue, Suite 300<br>Mail Code: SL MO RMCD<br>St. Louis, MO 63103<br>Attn.: Director of LIHTC Project Management<br>Facsimile: (314) 335-2601 |
| If to Landlord: | City of Santa Fe<br>200 Lincoln Avenue<br>P.O. Box 909<br>Santa Fe, NM 87504-0909 |
| With a copy to: | City Manager. |

A party may change its address or to whom a copy should be sent by giving written notice to the other Parties as specified herein. Landlord shall also provide written notice to any Leasehold Mortgagee, if applicable, in accordance with Section 12.3."

7) **Article 19 Notice to Investor Member and Standstill.** The following new Article 19 is hereby added to the Lease:

**"Article 19**
**Notice to Investor Member of Defaults and Standstill**

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In the event of any default of this Lease, Landlord shall provide notice to Tenant, Subtenant and the investor member of Tenant (any such member, an "Investor Member") with an opportunity to cure. If any default is not cured within thirty (30) days after written notice to Tenant, Subtenant and the Investor Member from Landlord, in the case of a monetary default, or within ninety (90) days after written notice to Tenant, Subtenant and the Investor Member from Landlord, in the case of a non-monetary default, in addition to all other rights and remedies Landlord may have, and subject to the terms hereof, Landlord may terminate this Lease and may take possession of the Premises: provided, however, that in the event of a non-monetary default which cannot be cured within such ninety (90) day period, if Tenant, Subtenant or Investor Member has commenced a cure and is diligently pursuing such cure, then Tenant, Subtenant or Investor Member, as applicable, may have such additional time as is reasonably necessary to cure such default so long as Tenant, Subtenant or Investor Member, as applicable, continues diligently to pursue such cure. Landlord agrees that the Investor Member shall have the right but not the obligation to cure any default hereunder and that any cure tendered by the Investor Member shall be accepted by Landlord on the same basis as though it were tendered by Tenant or Subtenant. Notices to Subtenant pursuant to this Article shall be addressed to Subtenant at the same address as Tenant for notice purposes.

Notwithstanding anything in this Lease to the contrary, the Landlord shall not terminate this Lease at any time for any reason during the tax credit compliance period as defined in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended."

5) **Severability.** If the application of any provision of this Amendment, or any paragraph, sentence, clause, phrase or word in any circumstance is held invalid, the validity of the remainder of this Amendment shall not be affected thereby, and the remainder shall be construed as if such invalid part were never included in the Amendment.

6) **Captions.** The captions in this Amendment are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Amendment nor in any way affect this Amendment.

7) **Entire Agreement.** This Amendment contains the entire agreement of the parties, and may not be modified or amended except by a writing signed by all of the parties hereto and the Investor Member.

8) **Successors and Assigns Bound.** This Amendment shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGE FOLLOWS]

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Land Records Corp. FA ALB11878 SF 1753609.004

**IN WITNESS WHEREOF** the parties have executed this First Amendment to Lease effective as of the above date.

**LANDLORD:**

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

12-11-14

**By:**
**Name:** Javier M. Gonzales
**Its: Mayor**

**ATTEST:**

Yolanda Y. Vigil
**City Clerk**

**STATE OF NEW MEXICO** )
) ss.
**CONTY OF SANTA FE** )

The foregoing instrument was acknowledged before me this 12 day of December, 2014, by Javier M. Gonzales Mayor, City of Santa Fe, a public body established pursuant to New Mexico statutes.

Roberta Catanach
Notary Public, State of New Mexico

OFFICIAL SEAL
Roberta Catanach
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 4-19-2018

Roberta Catanach
Print, Type or Stamp Name

Personally Known ✓ or Produced Identification __
Type of Identification Produced

SFC CLERK RECORDED12/22/2014



Land Records Corp. FA ALB11878 SF 1753609.005

**TENANT:**

**SANTA FE CIVIC HOUSING AUTHORITY, INC., a New Mexico nonprofit corporation**

**By:** Ed Romero
**Ed Romero, Executive Director**

**STATE OF NEW MEXICO** )
) **ss.**
**CONTY OF SANTA FE** )

The foregoing instrument was acknowledged before me this 19th day of December, 2014, by Ed Romero, Executive Director of Santa Fe Civic Housing Authority, a New Mexico nonprofit corporation.

Notary Public, State of New Mexico

Amy Martinez
Print, Type or Stamp Name

OFFICIAL SEAL
Amy Martinez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 4/9/2017

Personally Known ✓ or Produced Identification __
Type of Identification Produced

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Land Records Corp. FA ALB11878 SF 1753609.006

**EXHIBIT A**
Legal Description
Premises

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Land Records Corp. FA ALB11878 SF 1753609.007

## EXHIBIT 'A'

File No.: **1962994-SF01 (JML)**

Property: **1750-1788 Hopewell / 1750-1765 Mann, 1209-1219 Senda In /911 Agua Fria, 1224-1246 Senda de Valle, 1227-1265 Gallegos Ln/1222-1286 Cer, Santa Fe, NM 87505**

**Parcel 1:**

**Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 in Block 3 and Lots 8, 9, 10, 11, 12 and 13 in Block 4 and Lots 12, 13, 14, 15, 16 and 17 in Block 5 of The Westview Subdivision, all as shown on plat entitled "LOT LINE ADJUSTMENT OF LOTS 9-15, 17-20, BLOCK 3, LOTS 13-17 BLOCK 5, & LOTS 8-13 BLOCK 4, OF THE WEST VIEW SUBDIVISION FOR THE SANTA FE CITY HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 6, T16N, R9E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico on November 7, 2013, in Plat Book 765, Pages 044-045, as Instrument No. 1722518.**

**Parcel 2: (Agua Fria Street)**

**Lot 16 as shown on plat entitled "ALTA/ACSM BOUNDARY SURVEY OF LOT 16, VINCENT F. BROWN SUBDIVISION FOR THE SANTA FE CITY HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 23, T17N, R9E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico on June 6, 2013, in Plat Book 758, Page 050, as Instrument No. 1708035 and more particularly described as follows:**

**Commencing at the Point of Beginning, being the Northeast corner of LOT 16, from whence Santa Fe control monument No. 26 bears N68°54'42"E a distance of 337.09', thence, leaving said point and place of beginning along the following courses:**

**South 08°14'11" East, a distance of 187.93 feet; thence**
**South 68°06'56" West, a distance of 52.74 feet; thence**
**South 21°51'00" East, a distance of 5.00 feet; thence**
**South 68°35'06" West, a distance of 94.64 feet; thence**
**North 20°27'37" West, a distance of 92.42 feet; thence**
**North 20°23'16" West, a distance of 57.24 feet; thence**
**North 20°26'06" West, a distance of 74.43 feet; thence**
**North 77°44'07" East, a distance of 33.67 feet; thence**
**North 76°05'00" East, a distance of 50.0 feet; thence**
**North 81°35'33" East, a distance of 50.02 feet; thence**
**North 81°26'34" East, a distance of 56.21 feet; to the Point of Beginning.**

**Parcel 3 (Hopewell & Mann Street)**

SFC CLERK RECORDED 12/22/2014

Commencing at the Point of Beginning being the Northwest corner of the described area; thence North 72°37'47" East, a distance of 36.73 feet to the beginning of a curve tangent to said line; thence easterly and northeasterly a distance of 295.03 feet along the curve concave to the northwest, having a radius of 971.65 feet and a central angle of 17°23'50"; thence North 59°53'52" East, a distance of 143.49 feet; thence South 07°56'02" East, a distance of 142.83 feet thence South 72°18'48" West, a distance of 101.78 feet to the beginning of a curve concave to the northeast having a radius of 11.41 feet and a central angle of 70°58'38" and being subtended by a chord which bears North 59°36'47" West 13.24 feet; thence westerly and northwesterly along said curve, a distance of 14.13 feet; thence South 71°33'36" West, a distance of 18.92 feet; thence South 17°47'08" East, a distance of 63.82 feet to the beginning of a curve concave to the northwest having a radius of 5.65 feet and a central angle of 78°55'32" and being subtended by a chord which bears South 26°47'03" West 7.18 feet; thence southerly and southwesterly along said curve, a distance of 7.78 feet; thence South 73°48'52" West, a distance of 5.75 feet to the beginning of a curve concave to the southeast having a radius of 4.10 feet and a central angle of 90°11'32" and being subtended by a chord which bears South 32°45'43" West 5.81 feet; thence westerly, southwesterly and southerly along said curve, a distance of 6.45 feet; thence South 17°27'45" East, a distance of 94.24 feet; thence North 72°00'04" East, a distance of 25.17 feet; thence North 17°59'56" West, a distance of 4.49 feet to the beginning of a curve concave to the southeast having a radius of 5.89 feet and a central angle of 77°39'18" and being subtended by a chord which bears North 28°23'28" East 7.38 feet; thence northerly and northeasterly along said curve, a distance of 7.98 feet; thence North 72°17'49" East, a distance of 89.26 feet; thence South 07°56'02" East, a distance of 202.52 feet; thence South 52°05'14" West, a distance of 333.89 feet; thence South 51°55'59" West, a distance of 75.99 feet; thence North 17°37'11" West, a distance of 556.11 feet; to the Point of Beginning. And as shown on plat entitled "ALTA/ACSM BOUNDARY SURVEY OF A PORTION OF ZIMMERMAN'S TRACT NO.236 FOR THE SANTA FE CITY HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 19, T10N, R7E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", prepared by Southwest Mountain Surveys, dated November 11, 2014 and designated Project No. C-2438A.

**Parcel 4: (Cerro Gordo)**

Commencing at the Point of Beginning, being the Northeast corner of the property herein described, from whence a manhole in the right of way of Cerro Gordo Road bears N 47°22'54"W, a distance of 34.94, thence leaving said point and place of beginning along the following courses; North 82°29'34" East, a distance of 35.51 feet; thence South 06°10'49" West, a distance of 353.85 feet; thence North 86°15'37" West, a distance of 76.84 feet; thence North 84°03'29" West, a distance of 481.32 feet; thence North 15°47'38" East, a distance of 108.96 feet; thence North 31°46'23" East, a distance of 10.07 feet; thence North 49°59'51" East, a distance of 54.68 feet; thence South 86°31'55" East, a distance of 309.85 feet; thence North 58°02'35" East, a distance of 258.52 feet; thence North 54°57'10" East, a distance of 35.41 feet; thence North 82°29'34" East, a distance of 35.51 feet to the Point of Beginning. And further shown as TRACT "A" on plat entitled "ALTA/ACSM BOUNDARY SURVEY OF TRACT A, LOT 40, BLOCK 12 FOR THE SANTA FE CITY HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 19, T10N, R17E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico on June 6, 2013, in Plat Book 758, Page 040, as Instrument No. 1708033.

**Parcel 5: (Tract A & B, Gallegos Lane)**

**Tract "A"**

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**Commencing at the Point of Beginning, being the southeast corner of Site "B", Tract "A"; thence South 71°09'15" West, a distance of 110.03 feet to the beginning of a curve concave to the northeast having a radius of 10.00 feet and a central angle of 94°11'34" and being subtended by a chord which bears North 62°06'58" West 14.65 feet; thence westerly, northwesterly and northerly along said curve, a distance of 16.44 feet; thence North 15°09'58" West, a distance of 208.93 feet; thence North 09°22'58" West, a distance of 199.90 feet; thence North 14°53'58" West, a distance of 207.72 feet to the beginning of a curve concave to the east having a radius of 10.00 feet and a central angle of 72°18'50" and being subtended by a chord which bears North 21°15'02" East 11.80 feet; thence northerly and northeasterly along said curve, a distance of 12.62 feet; thence North 57°24'02" East, a distance of 83.11 feet to the beginning of a curve concave to the southeast having a radius of 821.11 feet and a central angle of 12°37'40" and being subtended by a chord which bears North 63°46'06" East 180.61 feet; thence northeasterly and easterly along said curve, a distance of 180.97 feet; thence North 70°02'02" East, a distance of 21.50 feet; thence South 00°05'58" East, a distance of 713.87 feet; to the Point of Beginning. And further shown as SITE "B" TRACT "A", on plat entitled ALTA/ACSM BOUNDARY SURVEY OF SITE "B", TRACTS "A" & "B" FOR THE SANTA FE HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 33, T17N, R9E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico, on June 6, 2013, in Plat Book 758, Page 049, as Instrument No. 1708034.**

**Tract "B"**

**Commencing at the Point of Beginning, being the southeast corner of Site "B", Tract "B"; thence South 89°56'02" West, a distance of 110.74 feet; thence North 14°39'54" West, a distance of 201.13 feet; thence North 75°29'39" East, a distance of 59.93 feet; thence North 14°47'16" West, a distance of 91.44 feet to the beginning of a curve concave to the south having a radius of 304.49 feet and a central angle of 9°00'48" and being subtended by a chord which bears North 69°32'46" East 47.85 feet; thence northeasterly and easterly along said curve, a distance of 47.90 feet to a point of cusp on a curve, from which the radius point bears South 21°52'59" East; thence easterly, southeasterly and southerly a distance of 16.21 feet along the arc of said curve concave to the southwest having a radius of 10.00 feet and a central angle of 92°51'28"; thence South 14°53'58" East, a distance of 184.56 feet; thence South 09°22'58" East, a distance of 131.99 feet; to the Point of Beginning. And further shown as SITE "B" TRACT "B", on plat entitled ALTA/ACSM BOUNDARY SURVEY OF SITE "B", TRACTS "A" & "B" FOR THE SANTA FE HOUSING AUTHORITY SITUATE WITHIN PROJECTED SECTION 33, T17N, R9E, NMPM SANTA FE LAND GRANT CITY & COUNTY OF SANTA FE, NEW MEXICO", filed in the office of the County Clerk, Santa Fe County, New Mexico, on June 6, 2013, in Plat Book 758, Page 049, as Instrument No. 1708034.**

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**A.P.N.**

COUNTY OF SANTA FE )
STATE OF NEW MEXICO ) ss

FIRST AMENDMENT
PAGES 10

I Hereby Certify That This Instrument Was Filed for Record On The 22ND Day Of December, 2014 at 03:19 13 PM And Was Duly Recorded as Instrument # 1753609 Of The Records Of Santa Fe County

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

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title -

Request for Approval of Amendment No. 3 to the Amended and Restated Lease Agreement Between Santa Fe Recovery Center, Inc. and the City of Santa Fe for the Premises Located at 1600 St. Michaels Drive. Extends Terms Through November 1, 2023 and Reduces Rent to Fair Market Rental Value Based on 2017 Appraisal Adjusted for Inflation. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

**Committee Review**:
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Public Works and Utilities Committee: 08/29/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15601

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

**VOTE SUMMARY**

City of Santa Fe

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 08/17/2022

Meeting Committee - Quality of Life Committee

Item Title -

Request for Approval of Amendment No. 3 to the Amended and Restated Lease Agreement Between Santa Fe Recovery Center, Inc. and the City of Santa Fe for the Premises Located at 1600 St. Michaels Drive. Extends Terms Through November 1, 2023 and Reduces Rent to Fair Market Rental Value Based on 2017 Appraisal Adjusted for Inflation. (Lee Logston, Asset Development Manager: lrlogston@santafenm.gov, 505-955-6914)

**Committee Review**:
Finance Committee: 08/15/2022
Quality of Life Committee: 08/17/2022
Public Works and Utilities Committee: 08/29/2022
Governing Body: 08/31/2022

Item Type - lease amendment

Item Owner -

Item Sponsor -

Item Tracking Number - 22-15601

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Renee Villarreal

Motion Status -

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

**VOTE SUMMARY**

City of Santa Fe

Vote For Names - Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Amanda Chavez

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

# City of Santa Fe New Mexico
## Memorandum

**Date:** **July 26, 2022**

**To:** **Economic Development Advisory Committee**
**Finance Committee**
**Quality of Life**
**Governing Body**

**From:** Lee Logston
Lee Logston (Jul 28, 2022 17:05 MDT)
**Lee Logston, Asset Development Manager, Office of Economic Development**

**CC:** Richard Brown Aug 16, 2022
**Rich Brown, Director**
**Community & Economic Development Department**

**RE:** **Amendment 3 to Amended and Restated Lease Agreement Between the City of Santa Fe and Santa Fe Recovery Center, Inc.**

---

**EXECUTIVE SUMMARY:**
Request approval of Amendment No. 3 ("Amendment") to Amended and Restated Lease Agreement, as amended, Between the City of Santa Fe and Santa Fe Recovery Center, Inc. for the premises located at 1600 S. St. Michael's Drive, Santa Fe, NM. The Amendment, if approved, extends the term of the lease through November 1, 2023, and reduces the rent to reflect a current fair market rental value based on a 2017 appraisal, which has been adjusted for inflation. The rental revenue funds will be applied to ORG/OBJ 5256175.460150.

**BACKGROUND:**
On August 15, 2018, the City of Santa Fe and Santa Fe Recovery Center, Inc. ("Lessee"), a New Mexico non-profit corporation, entered into a lease agreement to occupy City owned buildings located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design. If Amendment No. 3 is approved, Santa Fe Recovery Center will continue to operate at Midtown until November 1, 2023.

**ACTION REQUESTED:**
The Office of Economic Development respectfully requests your approval of Amendment No. 3 to the Amended and Restated Lease Agreement.

**ATTACHMENTS:**
Proposed Amendment No. 3 to the Amended and Restated Lease Agreement
Amendment No. 2 to the Amended and Restated Lease Agreement
Amendment No. 1 to the Amended and Restated Lease Agreement
Original Lease Agreement
Summary of Contracts
Procurement Checklist
Certificate of Insurance

**AMENDMENT 3 TO AMENDED AND RESTATED LEASE AGREEMENT**

**BETWEEN**

**THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties.".

RECITALS:

A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and

B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size if the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and

C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and

D. The Parties now desire to amend the Lease Agreement to extend the term and reduce rent to reflect a current market rental value based on a 2017 appraisal, which has been adjusted for inflation.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. The first and second paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

> 3. **LEASE TERM**
> The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12.01 a.m. on November 1, 2023.

2. Article 5 (RENT), A (Base Rent) of is Lease Agreement is hereby deleted in its entirety and replaced with the following:

> A. Base Rent. Lessee shall pay monthly Rent of $17,134.37 which is due on the Effective Date and thereafter due in full on the first day of each month during the Term, without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

Effective date of this Base Rent shall be June 1, 2022.

Except as specifically provided in this Amendment #3, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

**Lessor: CITY OF SANTA FE**

By _____
JOHN BLAIR, CITY MANAGER

ATTEST:

By _____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By Andrea Salazar
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

_____
ALEXIS LOTERO, ACTING FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM AH
AH

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**Lessee: SANTA FE RECOVERY CENTER, INC.**

By _____
SHERMAN SNYDER, CHIEF FINANCIAL OFFICER

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 16 day of June 2022, by Sherman Snyder, _____.

Dee Ann Briceno-Roybal
Notary Public

My commission expires:

DEE ANN BRICENO-ROYBAL
Notary Public - State of New Mexico
Commission # 1080120
My Comm. Expires Jun 3, 2024

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**AMENDMENT NO. 2 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)**

This AMENDMENT NO. 2 to AMENDMENT NO. 1 dated August 26, 2020, and the AMENDED AND RESTATED LEASE AGREEMENT dated November 15, 2019, (Lease Agreement) is made and entered into this _____ day of _____, 2020 by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

**RECITALS**

WHEREAS, the Lessor and Lessee had previously entered into an Amendment 1 and the Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporates two additional residential hallways within the King Hall facility in order spread out their existing population numbers to help mitigate the potential spread of Covid-19 on the Midtown Campus facility for the benefit of their clients;

WHEREAS, the Lessor agrees to allow Lessee the additional use of its buildings and furnishings for the purpose of mitigating the spread of Covid-19, but does so solely to expand the premises with their existing population to afford Lessee the ability to properly socially distance the existing population for drug and alcohol treatment programs;

WHEREAS, the Lessor due to these exigent circumstances and because the population will not increase agrees that while the Premises will be expanded the rental amount will not be changed;

NOW THEREFORE, the parties of this Amendment No. 2 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional two residential hallways within Building 12 (King Hall) in order to spread out their existing population at the Midtown Campus facility to help mitigate the spread of Covid-19 for the benefit of their clients and the City of Santa Fe;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement and the Amendment 1 to read as follows:

**1. PREMISES**

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 20,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) beginning November 1, 2020 by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). This reduction shall only be allowed following a walkthrough scheduled by the Lessee with the Lessor in which the Lessee demonstrates the premises in questions have been vacated.

3. Parties do hereby agree with additional usage there is also necessity to amend existing Article 5 of the Amended and Restated Lease Agreement and the Amendment to read as follows removing B:

**5. RENT**

A. Base Rent Lessee shall pay thirty-five, two-hundred and fifty-five dollars and sixteen cents **($35,255.16)** as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 2, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this _____ day of _____, 2020.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Jan 22, 2021 20:03 MST)

_____ GC
GC
YOLANDA Y. VIGIL, CITY CLERK

GB MTG 12/16/2020

CITY ATTORNEY'S OFFICE:

Andrea Salazar
Andrea Salazar (Dec 11, 2020 13:10 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM

LESSEE:
SANTA FE RECOVERY CENTER, INC.

_____
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO )
) SS.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 11th day of December 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

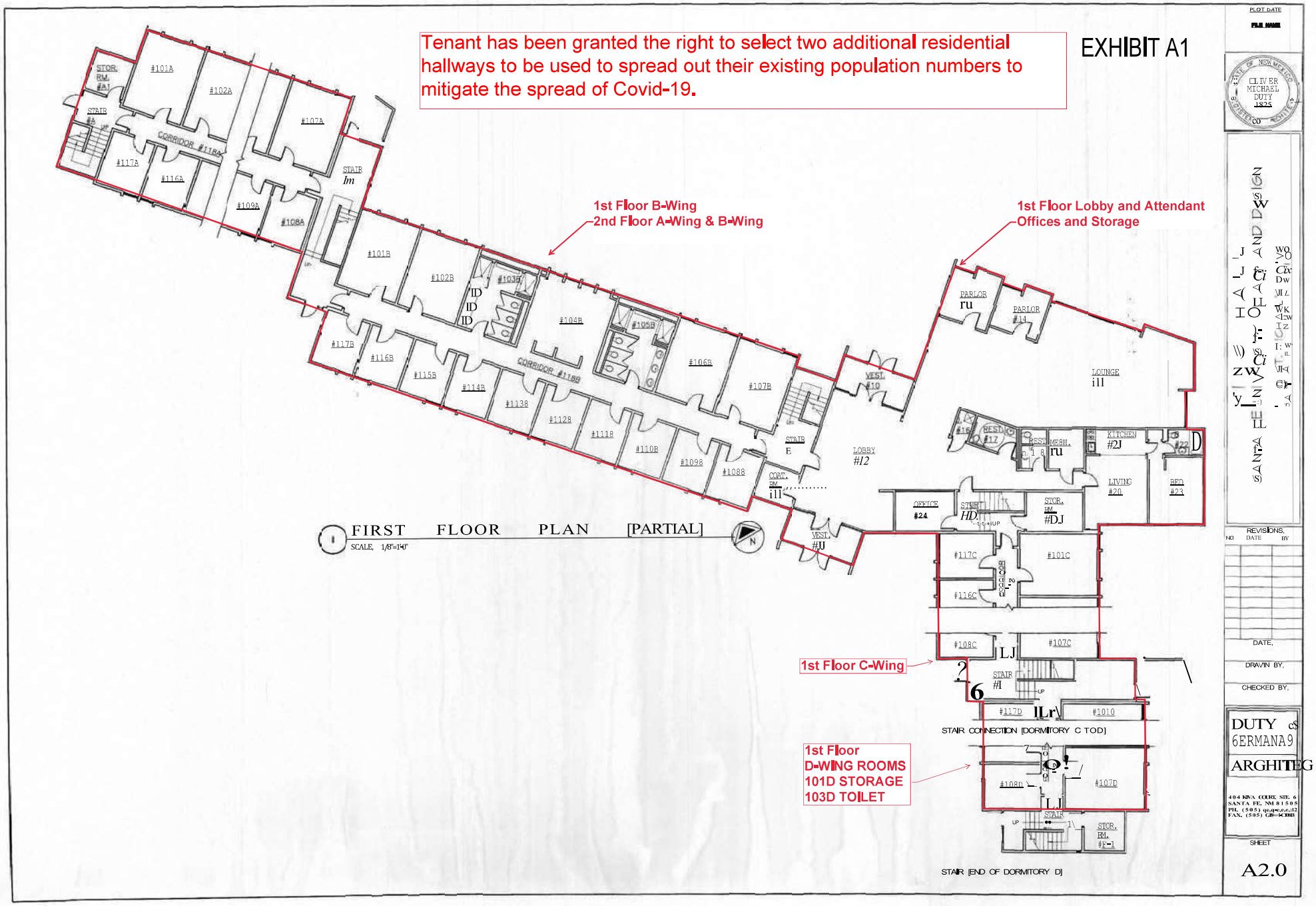
My Commission Expires: 9/27/21

_____
NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

Tenant has been granted the right to select two additional residential hallways to be used to spread out their existing population numbers to mitigate the spread of Covid-19.

EXHIBIT A1



**AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC. (BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)**

This AMENDMENT NO. 1 to AMENDED AND RESTATED LEASE AGREEMENT Item #19-0872, dated August, 2019, (Amended and Restated Lease Agreement) is made and entered into this 26th day of August, 2020 (Effective Date) by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

**RECITALS**

WHEREAS, the Lessor and Lessee had previously entered into an Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporate an additional six thousand (6000) square feet on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

WHEREAS, Lessee agrees to expand its insurance requirements under Section 9 of the Amended and Restated Lease Agreement to encompass the new expanded premises;

WHEREAS, the Lessor has entered into an Exclusive Negotiation Agreement with a Master Developer, KDC/Cienda, which requires the Lessor to receive approval of any expansion of any lease on the Midtown Campus, and the Master Developer has approved this lease expansion subject to the Lease Agreement's Section 3 Lease Term;

WHEREAS, the Lessor is amiable to the plans of the Lessee to allow for the additional use of its buildings and furnishings for the purpose of increasing the services available to the public for drug and alcohol treatment programs;

NOW THEREFORE, the parties of this Amendment No. 1 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional six thousand (6000) square feet within Building 12 (King Hall) on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement to read as follows:

1. **PREMISES**

During the Effective Date of this Amendment Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 15,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

Starting November 1, 2020, Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). On November 1, 2020, the City will conduct a scheduled walkthrough, to ensure the reduction has occurred, and will reduce the rent starting on this date if the Lessee has reduced its footprint. If the Lessee has not reduced its footprint it will be charge for the entire expanded premises..

3. Parties do hereby agree that with the expansion of the premises there is also necessity to amend existing. Section 5 of the Amended and Restated Lease Agreement, which is amended to read as follows:

5. **RENT**

A. Base Rent. Lessee shall pay Thirty-Five Thousand Two Hundred Fifty-

Five Dollars and Sixteen Cents **($35,255.16)** as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Reduced Base Rent. Upon Lessor approving the reduction of the Premises as delineated in amended Section 1, on or after November 1, 2020, Lessee shall pay Thirty-One Thousand Three Hundred Twelve Dollars and Thirty-Eight Cents **($31,312.38)** as monthly "Rent". If the Lessee does not prove a reduction in the Premises then Section 5(A) will still be the monthly base rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 1, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this 26th day of August, 2020.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 08/26/2020

CITY ATTORNEY'S OFFICE: GC
GC

Andrea Salazar

ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR
51910.460150
BUSINESS UNIT/LINE ITEM AL

LESSEE:
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO )
) SS.
COUNTY OF SANTA FE )

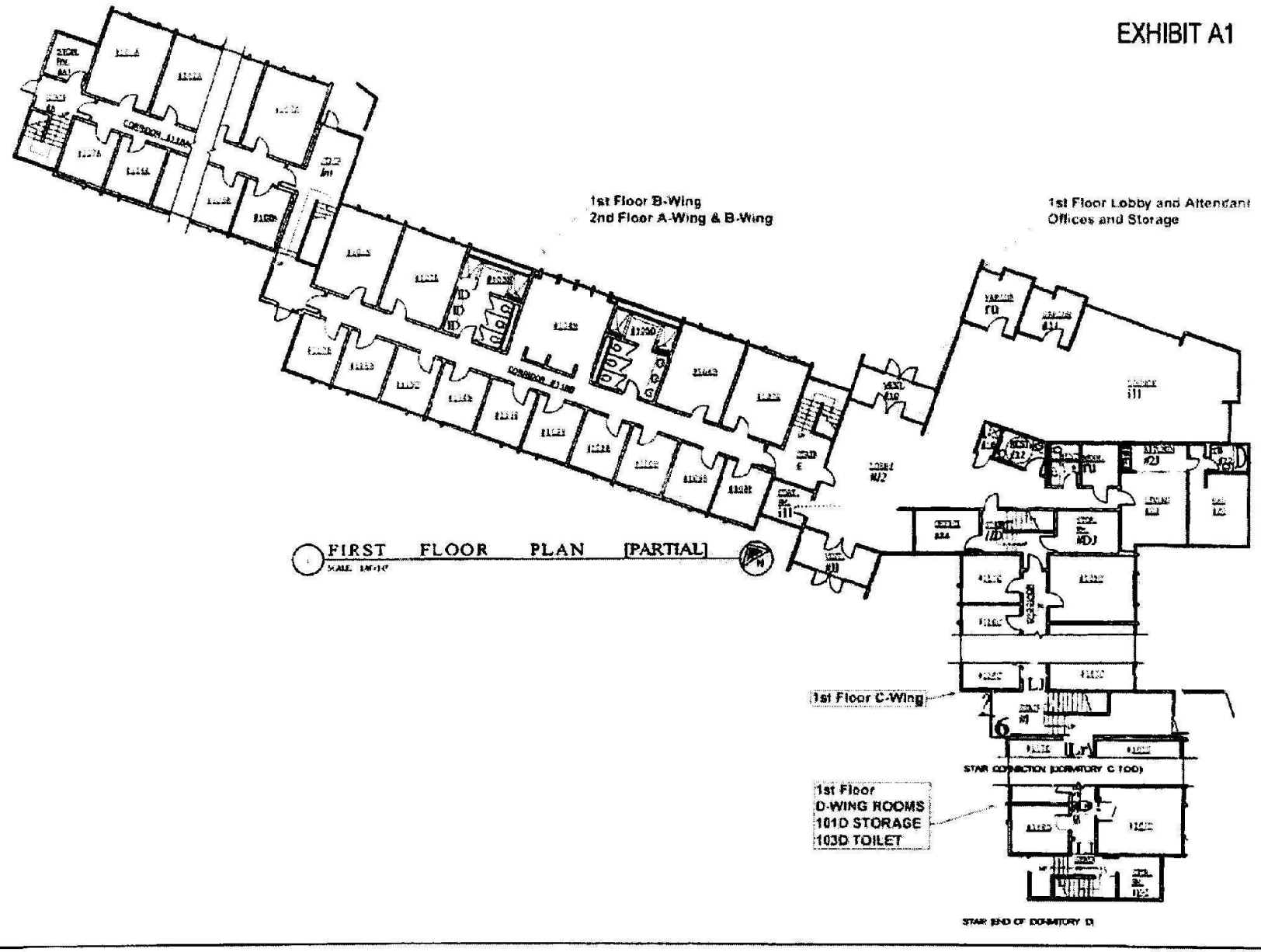
The foregoing instrument was acknowledged before me this 28th day of August 2020, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

My Commission Expires: 9/27/21

NOTARY PUBLIC

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

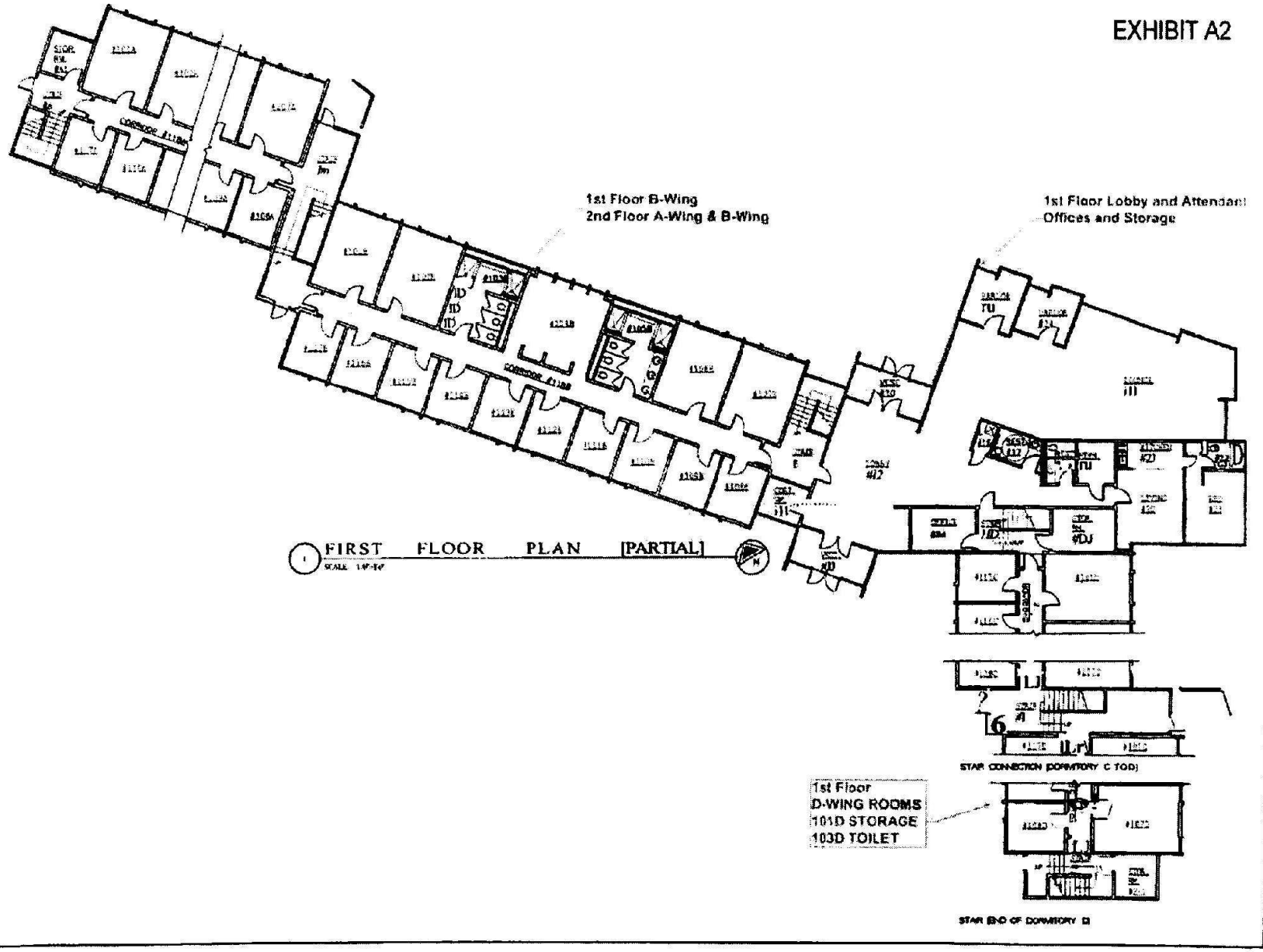
# EXHIBIT A1




DUTY
GERMANA 9
ARCHITECTS

A2.0

# EXHIBIT A2

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ITEM # 19-0872

**AMENDED AND RESTATED LEASE AGREEMENT**
**BETWEEN**
**THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**
**(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)**

This AMENDED AND RESTATED LEASE AGREEMENT ("Lease Agreement"), dated and effective as of 15th day of November, 2019, amends, restates, supersedes and replaces in its entirety that certain Lease Agreement Item # 18-0935 dated August 15, 2018, and is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties".

**WITNESSETH:**

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

**1. PREMISES**

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 7,190.58 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the "Premises"), as more fully described and shown on **Exhibit A1** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

**2. EFFECTIVE DATE**

This Amended Lease Agreement shall become effective November 15, 2019 (the "Effective Date").

**3. LEASE TERM**

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of six (6) months with two (2) "Optional Terms" of six (6) months each.

Lessee's exercise of any Optional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

## 4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential", "Recovery Housing" and "Social Detoxification" programs of the Santa Fe Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

## 5. RENT

A. Base Rent Lessee shall pay Twenty-Seven Thousand, Nine Hundred Eighty-Eight Dollars and No Cents (**$27,988.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of loss of use of the Premises as specified in **Exhibit B1** attached hereto. The Parties acknowledge that additional repairs may be required. The Parties agree to offset Rent by deducting the actual cost of repairs, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed. The rent may be offset only after the Lessor has approved the completed repairs, and a full invoice has been presented with a complete accounting, which includes original invoices and receipts for the work.

## 6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

## 7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

## 8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

## 9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

## 10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall

cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

**11. EASEMENTS**

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

**12. TERMINATION**

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;

ii. the action required to cure the breach;

iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

C. Lessee acknowledges and understands that the premises are part of a process of planning and disposition of the midtown site, and as such all properties on the former Santa Fe University of Art and Design are subject to sale or lease as part of the City's program to redevelop the site. As such, at any time after January 15, 2021, the Lessor may terminate the lease agreement with written notice to the Lessee at least sixty (60) days prior to the termination date. Pursuant to such termination, Lessee is responsible for all cost and expenses associated with relocation.

**13. NOTICE**

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

| To Lessor: | To Lessee: |
|---|---|
| City Manager | Sylvia Barela, Executive Director |
| City of Santa Fe | Santa Fe Recovery Center, Inc. |
| P. O. Box 909 | 4100 Lucia Lane |
| Santa Fe, NM 87504 | Santa Fe, NM 87507 |

**14. NO WAIVER**

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

**15. SEVERABILITY**

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

**16. ENTIRE AGREEMENT**

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

**17. BINDING EFFECT**

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

**18. LITIGATION EXPENSE**

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

**19. HEADINGS**

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

**20. APPLICABLE LAW; VENUE**

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

**21. AMENDMENT**

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals as of this 19th day of December, 2019.

**LESSOR:**
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Comm 11/13/19

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

**LESSEE:**
SANTA FE RECOVERY CENTER, INC.

SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO )
) ss.
COUNTY OF SANTA FE )

The foregoing instrument was acknowledged before me this 11th day of December 2019, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: 9/27/21

OFFICIAL SEAL
Lisa Herrera
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/27/21

**EXHIBIT A1**

(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

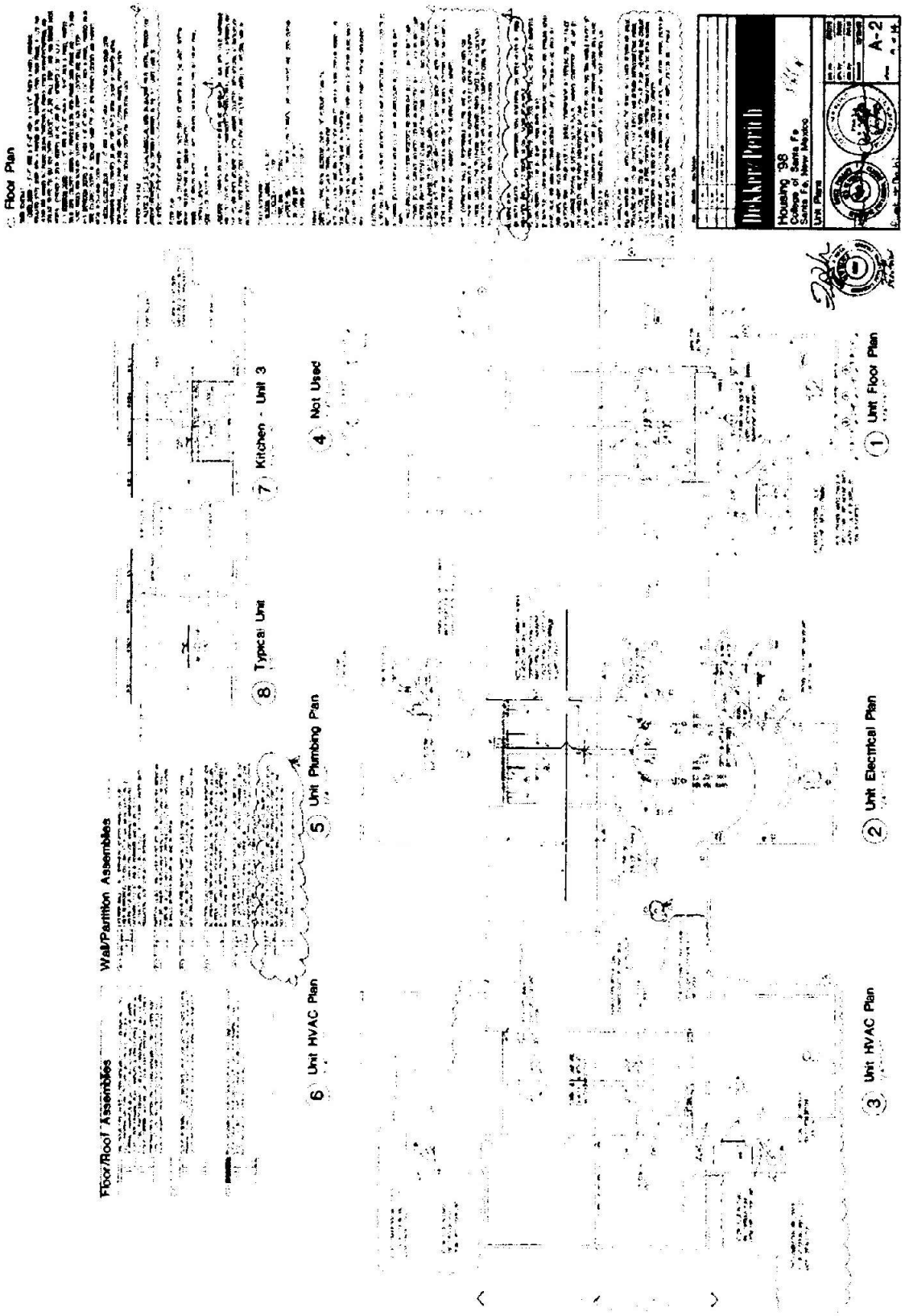
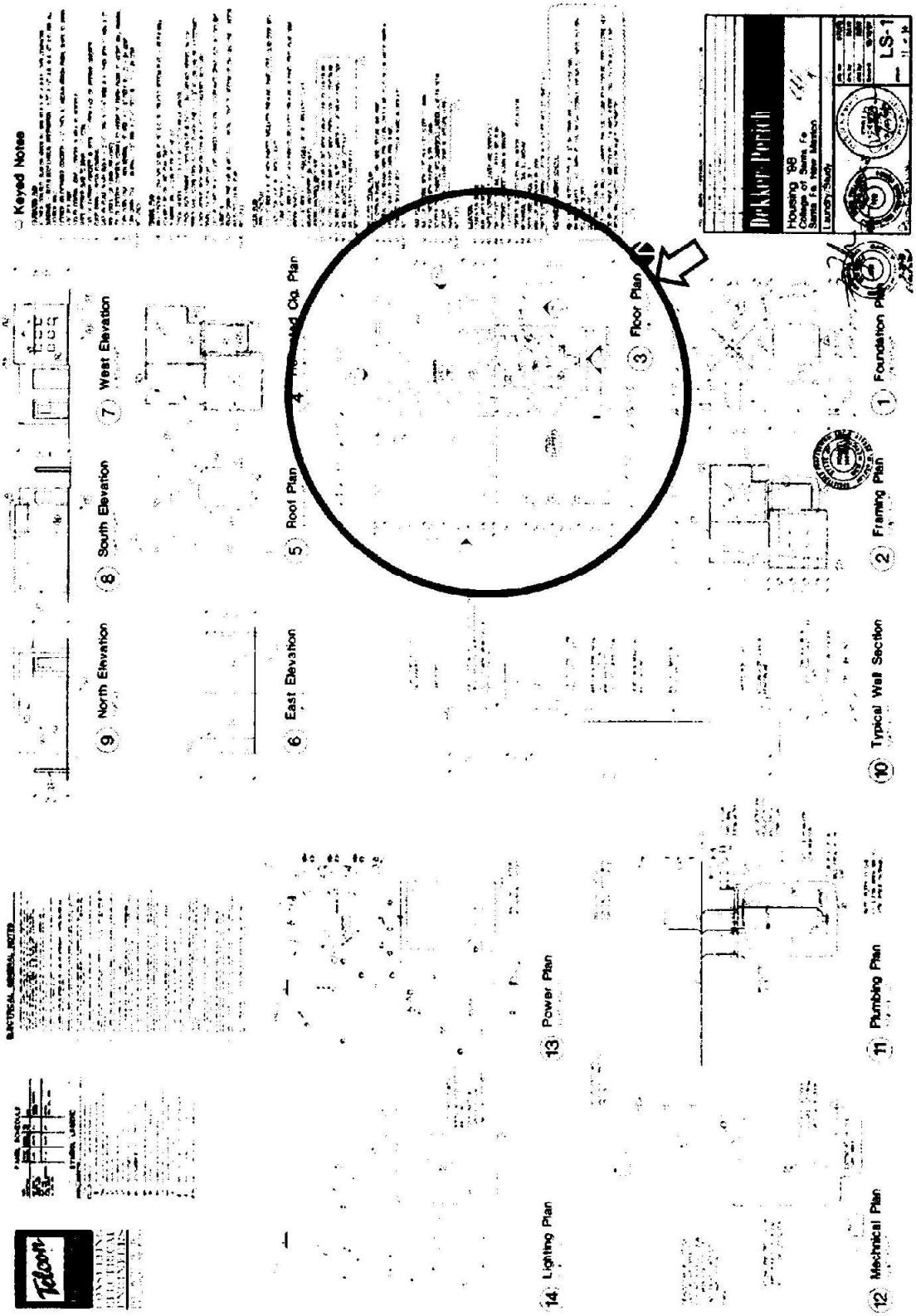


**EXHIBIT A1**

(FLOOR PLAN – LAUNDRY/OFFICE)



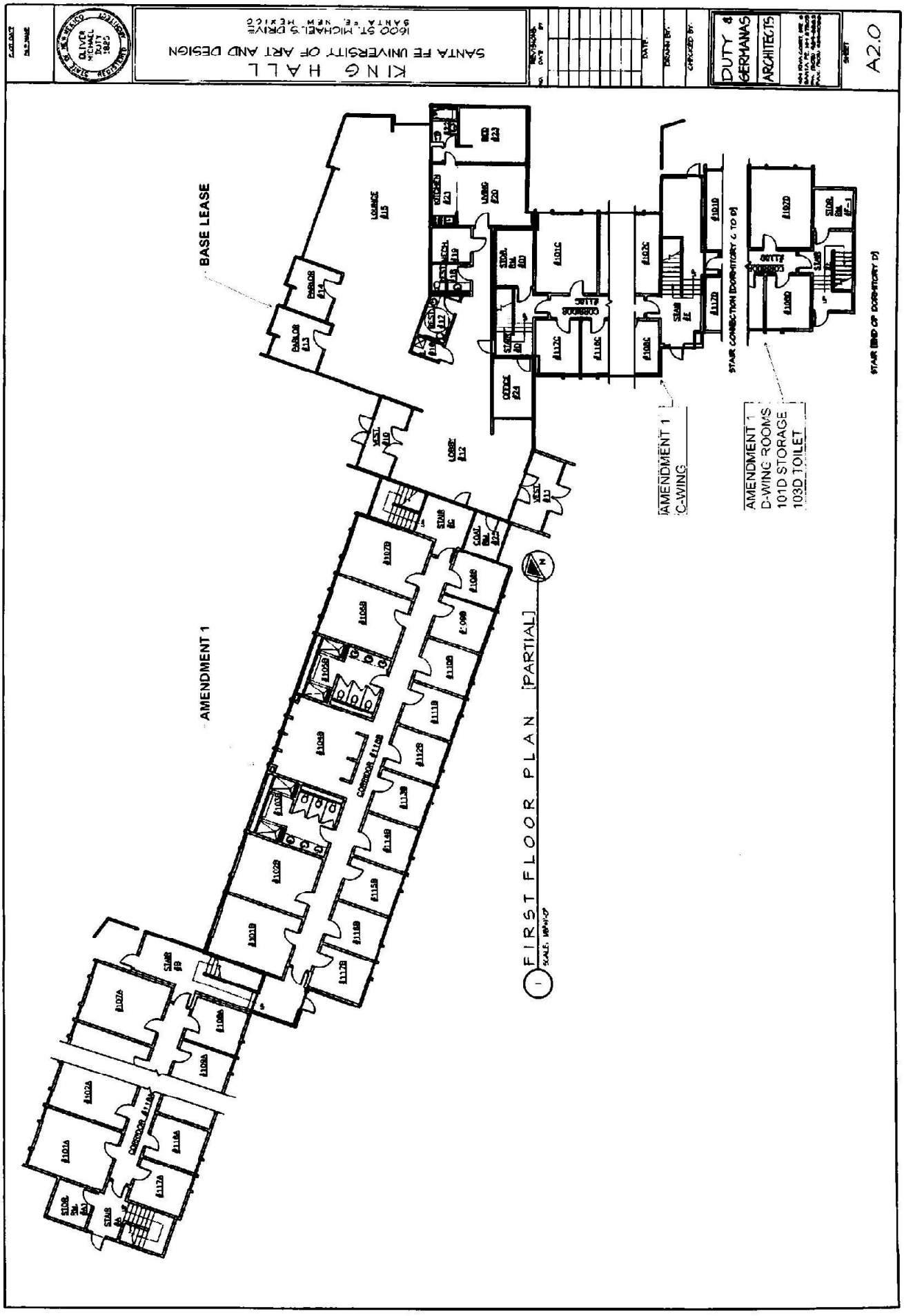

KING HALL
SANTA FE UNIVERSITY OF ART AND DESIGN
1600 ST. MICHAEL'S DRIVE
SANTA FE, NEW MEXICO
DUTY & GERMANAS ARCHITECTS
A2.0
BASE LEASE
AMENDMENT 1
AMENDMENT 1
C-WING
AMENDMENT 1
D-WING ROOMS
101D STORAGE
103D TOILET
STAIR CONNECTION DORMITORY C TO D
STAIR END OF DORMITORY D
FIRST FLOOR PLAN [PARTIAL]
SCALE: 1/8"=1'-0"

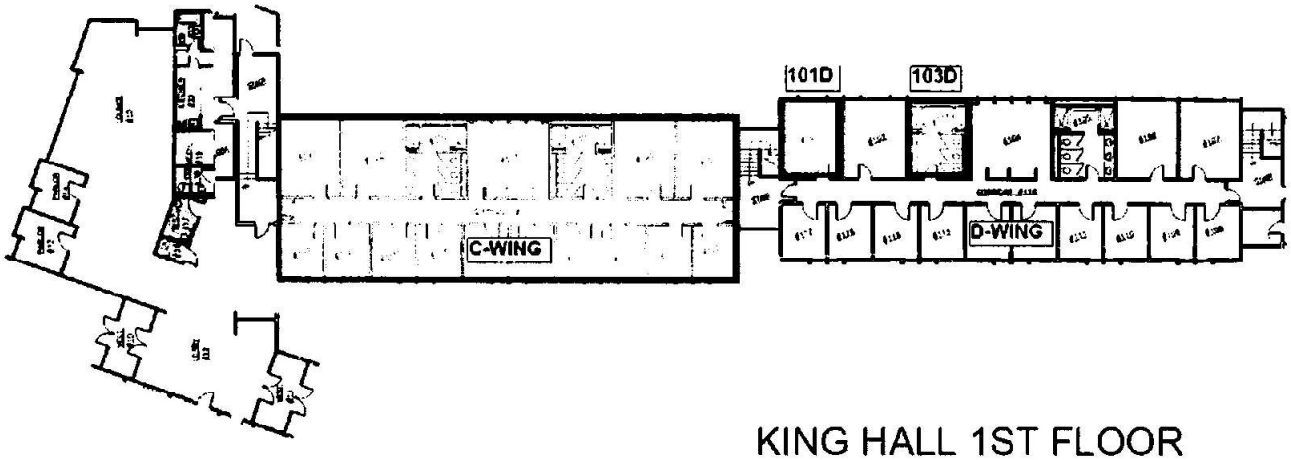
**EXHIBIT B1**

Loss of Use of Premises for 12 month period:
August 1, 2018 – August 31, 2019

1. APARTMENTS *2 apartments were not livable due to mold and other issues*
   - cost for each apartment: $700 per apartment;
   - 2 apts x $700/month x 12 months = $16,800

2. Laundry Room: *not livable due to mold and other issues*
   - 400 sq. ft. x $1.11 $/sq. ft. $444.00 x 12 months = total of
   - $444.00/month x 12 months = $5,328.00

Total Rent Credit *claimed from loss of use of premises for 12 months*
- $22,128.00




KING HALL 1ST FLOOR
RECOVERY CENTER
C AND D WINGS
PREMISES SKETCH
2019.10.04

ITEM # 18-0935

**LEASE AGREEMENT**
**BETWEEN**
**THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**
**(BUILDINGS 6B-1, 6B-2, AND PORTION OF BUILDING 12)**

This LEASE AGREEMENT (Lease Agreement) is made and entered into this 15TH day of AUGUST, 2018 by and between the CITY OF SANTA FE, a municipal corporation (Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (Lessee), collectively the "Parties".

**WITNESSETH:**

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

1. **PREMISES**

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and a portion of Building 12 (King Hall) (approximately 1,960 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on **Exhibit A** attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. **EFFECTIVE DATE**

This Lease Agreement shall become effective August 15, 2018 (the Effective Date).

3. **LEASE TERM**

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of eleven (11) months with one (2) "Optional Additional Terms" of six (6) months each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

Lessee's exercise of any Optional Additional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. **USE OF PREMISES**

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential" and "Recovery Housing" programs of the Santa Fe

Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee shall require that all client vehicles parked at the Premises be equipped with functioning ignition interlock devices;

v. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or

injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

## 5. RENT

A. Base Rent during Initial Term. Lessee shall pay nineteen thousand, three hundred thirty dollars (**$19,330.00**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets during Initial Term. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of initial repairs to the Premises as specified in **Exhibit B** attached hereto. The Parties acknowledge that additional repairs to or replacements of exterior stairways at Buildings 6B-1 and 6B-2 may be required. The Parties agree to offset the second month's Rent by deducting the actual cost of repair or replacement of the subject stairways, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed.

C. Rent during Optional Additional Term(s). The Rent during any Optional Additional Term(s) of this Lease Agreement shall be increased by an amount calculated by multiplying the Rent during the Initial Term by two and one-half percent (2.5%).

## 6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, solid waste collection services, cleaning, and repair services shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

## 7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures

and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

## 8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

## 9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

## 10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

## 11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

## 12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

i. the breach;

ii. the action required to cure the breach;

iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

## 13. NOTICE

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

| To Lessor: | To Lessee: |
|---|---|
| City Manager | Sylvia Barela, Executive Director |
| City of Santa Fe | Santa Fe Recovery Center, Inc. |
| P. O. Box 909 | 4100 Lucia Lane |
| Santa Fe, NM 87504 | Santa Fe, NM 87507 |

## 14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

## 15. SEVERABILITY

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

## 16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and

understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

**17. BINDING EFFECT**

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

**18. LITIGATION EXPENSE**

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

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[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals as of this 15TH day of AUGUST, 2018.

**LESSOR:**
CITY OF SANTA FE

Renee Martinez for EL
ERIK J. LITZENBERG, CITY MANAGER

ATTEST:

yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM FOR
ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. McCOY, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM:
51910.460150

**LESSEE:**
SANTA FE RECOVERY CENTER, INC.

Sylvia Barela
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO )
) ss.
COUNTY OF SANTA FE )

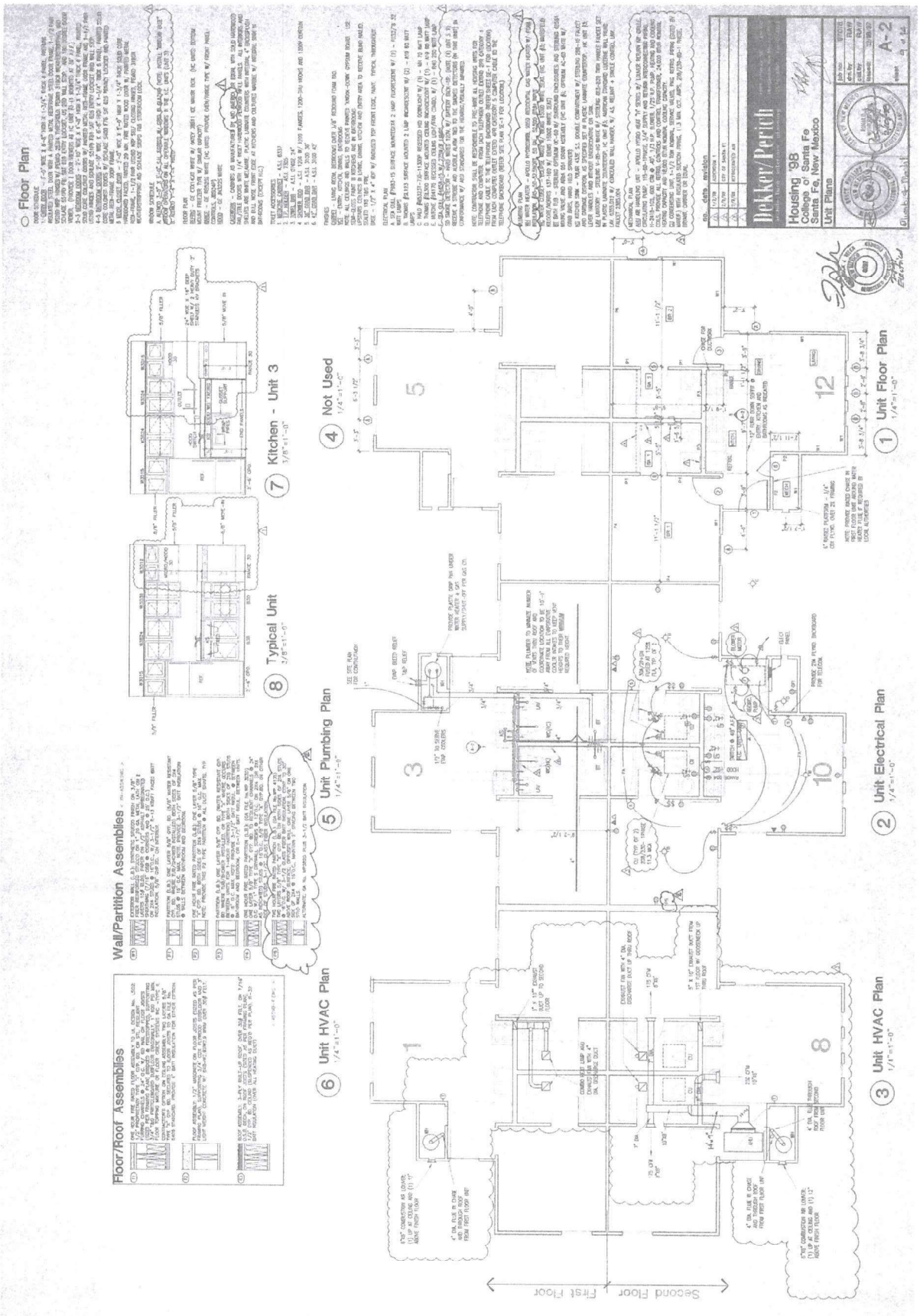
The foregoing instrument was acknowledged before me this 13TH day of August 2018, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

NOTARY PUBLIC

My Commission Expires: February 13, 2020

OFFICIAL SEAL
Geralyn F. Cardenas
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 02-13-2020

# EXHIBIT A
(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)



# EXHIBIT A
(FLOOR PLAN – LAUNDRY/OFFICE)

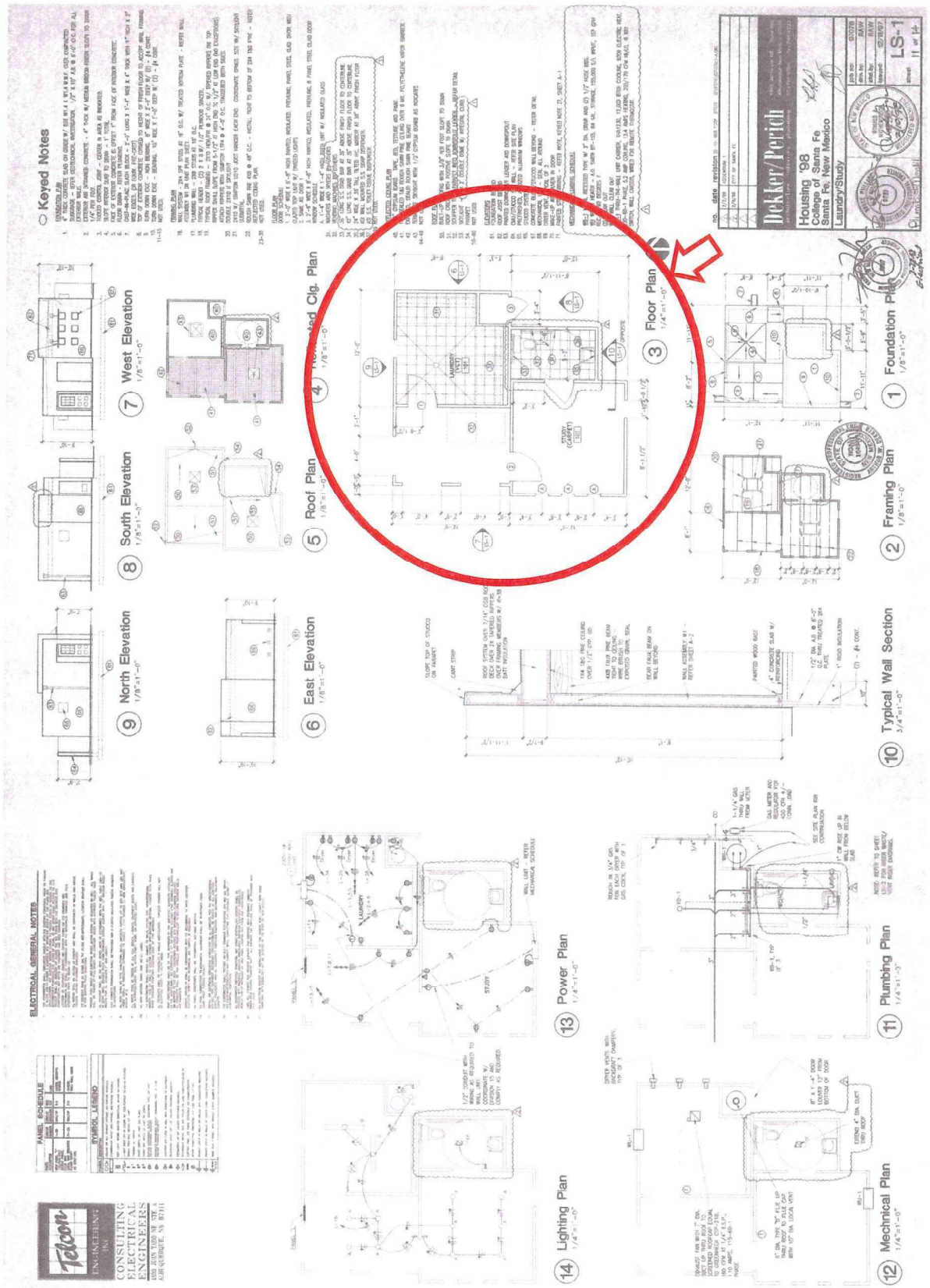
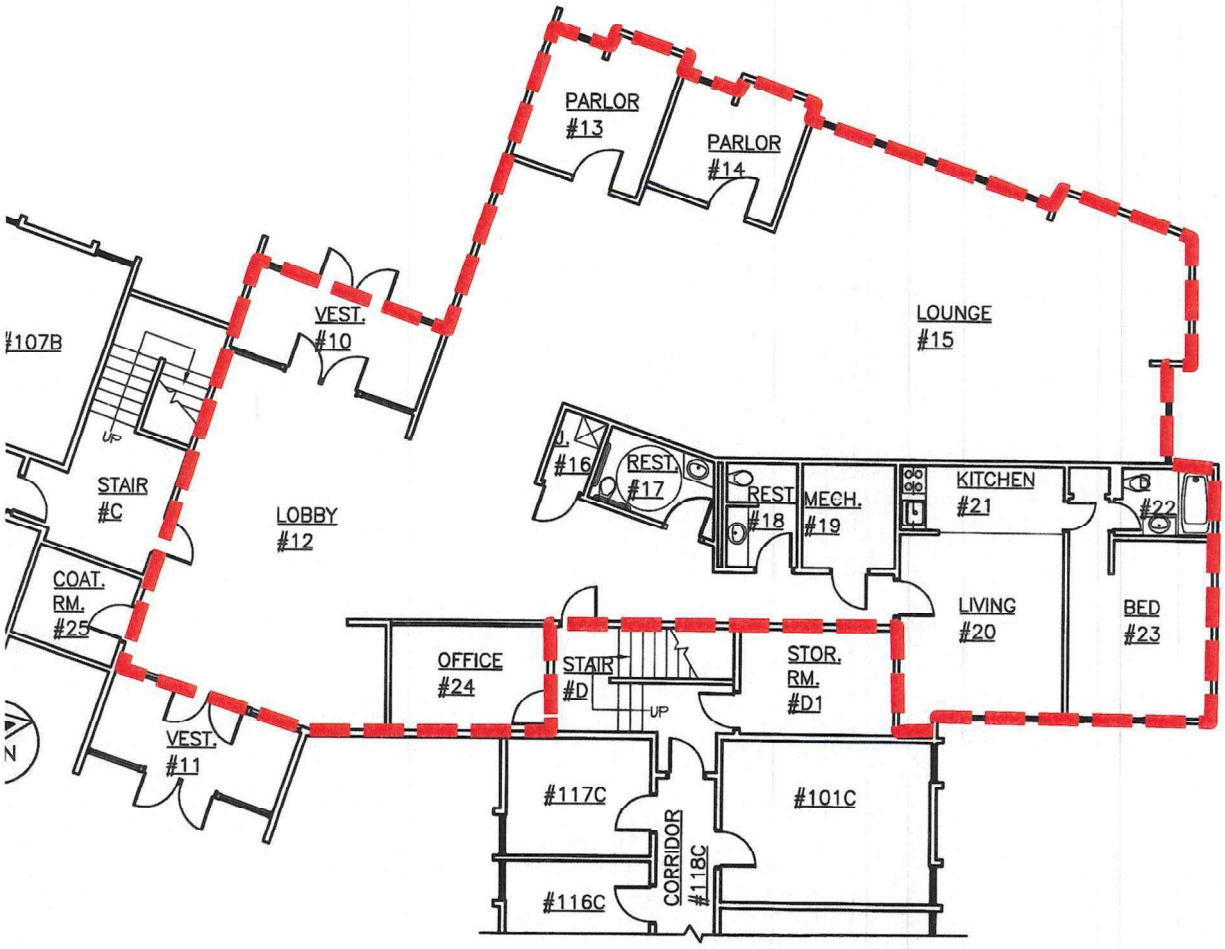


**EXHIBIT A**

(BUILDING 12 –PORTION OF KING HALL)

LEASE PREMISES



# EXHIBIT B

**ESTIMATE OF REPAIRS (See Lease Section 5.B.)**

## Building 6B-1

| | | |
|---|---|---|
| **C-1** | | |
| C----No fire extinguishers. | $ | 30 |
| A----Exhaust Fan not working. | $ | 275 |
| **C-2** | | |
| C----No fire extinguisher. | $ | 30 |
| C----Bathtub leaking. | $ | 45 |
| C----Bathtub diverter broken. | $ | 45 |
| **C-3** | | |
| C----Missing window screens x 3 | $ | 90 |
| C----Water damage under window. | $ | 150 |
| C----No fire extinguisher. | $ | 30 |
| A----No power to bathroom outlet. | $ | 45 |
| C----Shower leaks. | $ | 45 |
| **C-4** | | |
| C----Kitchen fluorescent. | $ | 15 |
| C----No fire extinguisher. | $ | 30 |
| C--- Missing window screens x 4 | $ | 120 |
| C----Broken shower heads. | $ | 15 |
| C----No toilet seat. | $ | 35 |
| **C-5** | | |
| C----No fire extinguisher. | $ | 30 |
| C----Missing window screens. x 4 | $ | 120 |
| C----No smoke detectors. | $ | 25 |
| C----Broken heat lamp. | $ | 20 |
| **C-6** | | |
| A----C----Smokers unit-. (Unit need to be painted.) | $ | 1,500 |
| C----VCT coming up at entry. | $ | 250 |
| C----No fire extinguisher. | $ | 30 |
| C----B-2 missing window screens x 3 | $ | 90 |
| C----Broken shower head. | $ | 15 |
| **C-7** | | |
| A----Water damage under sink. (Possible mold) | $ | 2,500 |
| C----No fire extinguisher. | $ | 30 |
| C----No screen on kitchen window. x 3 | $ | 90 |
| C----Bathroom toilet does not run water. | $ | 45 |
| C----Broken shower heads. | $ | 15 |
| A----Ceiling fan does not work. | $ | 225 |
| **C-8** | | |
| C----No fire extinguisher. | $ | 30 |
| C----No smoke alarms. | $ | 25 |
| **C-9** | | |
| C----Kitchen window missing screen. | $ | 30 |
| C----No smoke detectors. | $ | 25 |
| C----Broken shower heads. | $ | 15 |
| A----Exhaust fan in B-1 broken. | $ | 275 |
| C----Missing light cover. | $ | 25 |
| **C-10** | | |
| C----Exhaust fan not working. | $ | 225 |
| C----Garbage disposal broken. | $ | 225 |
| **C-11** | | |
| A----C----Garbage disposal not working. | $ | 225 |
| C----Broken shower head. | $ | 15 |
| C----Missing window screen. | $ | 30 |
| **C-12** | | |
| C----No fire extinguisher. | $ | 30 |
| A----Broken garbage disposal. | $ | 225 |
| C---- Missing window screens. x 3 | $ | 90 |
| C----Missing smoke detectors. | $ | 25 |
| C----No heat lamp. | $ | 20 |
| C----Living room ceiling fan not working. | $ | 225 |
| A----A/C cover on floor. | $ | 100 |
| A----Heat/ exhaust not working. | $ | 275 |
| **Building 6B-1 Total** | **$** | **8,120** |

## Building 6B-2

| | | |
|---|---|---|
| **D-1** | | |
| A----No hot/ cold valves | $ | 150 |
| C----Living room window missing screen. | $ | 30 |
| **D-2** | | |
| A----Broken sink faucet. | $ | 250 |
| C----No fire extinguishers. | $ | 30 |
| C----Missing shower head. | $ | 15 |
| **D-3** | | |
| A----C----B-2 tub diverter missing. | $ | 15 |
| A----Broken exhaust fan. | $ | 275 |
| **D-4** | | |
| C----Broken fridge handle. | $ | 150 |
| C----No fire extinguisher. | $ | 30 |
| A----Broken garbage disposal. | $ | 225 |
| C----Fluorescent lights not working; missing cover. | $ | 20 |
| A----Bathroom GFCI not working. | $ | 45 |
| **D-5** | | |
| C----Stove missing knob. | $ | 30 |
| C----No fire extinguisher. | $ | 30 |
| A----Shower handle taken apart. (need a new one). | $ | 300 |
| A----C----Damaged sink cabinet. | $ | 375 |
| C----Missing window screens. x 3 | $ | 90 |
| A----C----Bath room missing sink faucet. | $ | 150 |
| **D-6** | | |
| A----Exhaust fan not working. | $ | 225 |
| C----No area lamp. | $ | 25 |
| **D-7** | | |
| A----Broken ceiling fan. | $ | 225 |
| A----Broken garbage disposal. | $ | 225 |
| C----Missing shower heads. | $ | 15 |
| **D-8** | | |
| A----Exhaust fan not working. | $ | 225 |
| **D-9** | | |
| A----Garbage disposal not working. | $ | 225 |
| C----No fire extinguishers | $ | 30 |
| C----Missing window screen. | $ | 30 |
| **D-10** | | |
| A----Garbage disposal not working. | $ | 225 |
| C----Broken blind. | $ | 30 |
| C----Missing window screen. | $ | 30 |
| **D-11** | | |
| C----No fire extinguishers. | $ | 30 |
| A----B-2 water damage on floor around toilet. (Leak | $ | 200 |
| A----Water damage on wall under sink. (Mold) | $ | 2,500 |
| C----Missing window screens. x 2 | $ | 60 |
| **D-12** | | |
| A----No power to kitchen GFCI. | $ | 45 |
| C----Missing window screen. | $ | 30 |
| **Building 6B-2 Total** | **$** | **6,585** |

## Office

| | | |
|---|---|---|
| A----Mold on walls throughout room. | $ | 2,500 |
| A----Water shut off to unit. | | |
| **Office Total** | **$** | **2,500** |

| | | |
|---|---|---|
| **GRAND TOTAL (All Items)** | **$** | **17,205** |

# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery Center, Inc.

Procurement Title: Lease Amendment 3

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ Negotiated

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

Department Requesting Office of Economic Development Staff Name Lee Logston

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

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING***

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

| Lee Logston | Asset Development Manager | 7/26/2022 |
|---|---|---|
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| | Contracts Supervisor | Jul 29, 2022 |
| 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

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

**Section to be completed by department**

1. Munis Contract #_____

Contractor: **Santa Fe Recovery Center. Inc.**

Description: **Lease Agreement**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: _____ Term End Date: _____

☐ Approved by Council Date: _____

**Contract / Lease:** **Lease**

Amendment # **3** to the Original Contract / Lease # **19-0872**

Increase/(Decrease) Amount $ **$18,120.79**

Extend Termination Date to: **November 1, 2023**

☑ Approved by Council Date: **Pending**

**Amendment is for:** **Extend Term & Reduce Rent**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
**Amount $19,330/month of original Contract #18-0935 Termination Date: 7/15/2020. Reason: Original On-Call Contract.**
**Amount $27,988/month Amendment #1 Termination Date: 5/15/2020 Reason: Increasing Leased Area.**
**Amount $35,255/month Amendment #2 Termination Date: 5/31/2021 Reason: Increasing Leased Area. Total of Original Contract + All Amendments: $35,255/month**

3. **Procurement History:** _____

Purchasing Officer Review: Jul 29, 2022 Date:

Comment & Exceptions: was on month to month lease per pa.3 of original agreement

4. **Funding Source:** Midtown Rental Revenue funds **Org / Object:** 5256175.460150

Andy Hopkins (Aug 11, 2022 11:01 MDT)
Budget Officer Approval: Aug 11, 2022 Date:

Comment & Exceptions: No Procurement - Real Estate Lease Project

**Staff Contact who completed this form:** **Lee Logston, Asset Dev. Mgr.** Phone # **505-955-6914**

Email: **lrlogston@santafenm.gov**

**To be recorded by City Clerk:**

Clerk # _____

Date of Execution: _____

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2022

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<br>Daniels Insurance, Inc.-Santa Fe<br>PO Box 4550<br><br>Santa Fe NM 87502-4550 | CONTACT NAME: Michael Latting<br>PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186<br>E-MAIL ADDRESS: |
| INSURED (505) 471-4985<br>Santa Fe Recovery Center Inc<br><br>5312 Jaguar Drive<br><br>Santa Fe NM 87507 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Philadelphia Indemnity Insurance — 18058<br>INSURER B : New Mexico Mutual Casualty Compa — 40627<br>INSURER C : VantaPro Specialty Insurance — 44768<br>INSURER D : Allied World Insurance Company — 22730<br>INSURER E : Atlantic Specialty Insurance C — 27154<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 32824 **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 | |
|---|---|---|---|---|---|---|---|---|
| C | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [X] LOC<br>OTHER: | | | 5088-1224-01 | 08/31/2021 | 08/31/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Abuse & Molestatio | $ 1,000,000<br>$ 1,000,000<br>$ 20,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 1M/2M |
| C | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | 5091-0301-01 | 08/31/2021 | 08/31/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| D | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | | | 5090-0334-01 | 08/31/2021 | 08/31/2022 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 43642.117 | 06/07/2021 | 06/07/2022 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 500,000<br>$ 500,000<br>$ 500,000 |
| C | Professional Liability | | | 5088-1224-01 | 08/31/2021 | 08/31/2022 | Aggregate: $3,000,000 | $ 1,000,000 |
| E | D & O | | | MML-20846-21 | 09/23/2021 | 09/23/2022 | Directors and Officers Per Claim | $ 2,000,000 |

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

...

**CERTIFICATE HOLDER**

Santa Fe Recovery Center Inc

312 Jaguar Drive

Santa Fe NM 87507

**CANCELLATION**

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

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# CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
03/22/2022

| PRODUCER | INSURED |
|---|---|
| Daniels Insurance, Inc.-Santa Fe<br>PO Box 4550<br><br>Santa Fe NM 87502-4550 | Santa Fe Recovery Center Inc<br><br>5312 Jaguar Drive<br><br>Santa Fe NM 87507 |

| CONTACT NAME: | PHONE (A/C, No, Ext): | PHONE (A/C, No, Ext): |
|---|---|---|
| Michael Latting | (505) 982-4302 | (505) 471-4985 |

**ADDITIONAL COVERAGES** **CERTIFICATE NUMBER:** Cert ID 32824 **REVISION NUMBER:**

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|---|---|---|---|---|---|---|---|
| E | EPLI | | | MML-20846-21 | 09/23/2021 | 09/23/2022 | EPLI Per Claim Limit $ 2,000,000 |
| | | | | | | | $ |
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# DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
03/22/2022

| CERTIFICATE HOLDER: | INSURED: |
|---|---|
| Santa Fe Recovery Center Inc<br><br>312 Jaguar Drive<br><br>Santa Fe NM 87507 | Santa Fe Recovery Center Inc<br><br>5312 Jaguar Drive<br>Santa Fe NM 87507 |

DESCRIPTION OF OPERATIONS CONTINUED:

Where required by written contract or agreement, Certholder is included as an additional insured on GL/Auto Liability policies. The GL/Auto Liability policies contain Blkt Add'l Insd Provision that establishes the scope of Add'l Insd coverage granted to the Certholder. Where permitted by state law, and per Blkt Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certholder by reason of payments made under the GL/Auto Liability policies but only under the circumstances stated in the policies. ..RE: Ingrid Tyson included for coverage on the Professional Liability.

# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

# RESIDENT BUSINESS CERTIFICATE

Issued to: **SANTA FE RECOVERY CENTER**

DBA: **SANTA FE RECOVERY CENTER**
**5312 JAGUAR DR**
**SANTA FE, NM 87507-1827**

Expires: **18-Jan-2025**

Certificate Number:

**L1942850480**

Stephanie Schardin Clarke
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

# City of Santa Fe, New Mexico
## Memorandum

**Date:** July 8, 2022

**To:** Quality of Life Committee, Public Works and Utilities Committee, Finance Committee, and Governing Body

**Via:** Erin K. McSherry, City Attorney
Kristine Mihelcic, City Clerk KM

**From:** Jesse Guillen, Legislation and Policy Innovation Manager

**RE:** Adoption of New Council Committee Rules

---

**EXECUTIVE SUMMARY:**

The proposed Resolution adopts a new version of the Committee Rules applicable to the City Council Standing Committees.

**BACKGROUND:**

On January 13, 2022 the Governing Body adopted Resolution No. 2022-4 that adopted a new version of the Governing Body Procedural Rules. The proposed Resolution adopts a new version of rules for the City Council Standing Committees that aligns the Committee Rules with the Governing Body Procedural Rules.

The current Committee Rules were first adopted in 1984 and most recently amended in 2009. They do not reflect the realistic workings of committees and make no distinction between City Council Standing Committees and advisory committees. The proposed rules provide guidance to City Council Standing Committees that correlates with the Governing Body Procedural Rules. Rules for advisory committees will be forthcoming.

**ACTION REQUESTED:**

Approve the Resolution and attached Council Committee Procedural Rules as presented.

**ATTACHMENTS:**

Resolution
Proposed Rules
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-__**

**INTRODUCED BY:**

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

**A RESOLUTION**

**ADOPTING NEW PROCEDURAL RULES FOR CITY COUNCIL STANDING COMMITTEES.**

**WHEREAS**, the Governing Body first adopted rules for committees on August 8, 1984 with the approval of Resolution No. 1984-56; and

**WHEREAS**, the committee rules have been amended twice since they were adopted, first by Resolution No. 1990-16 and then by Resolution No. 2009-20; and

**WHEREAS**, on January 13, 2022 the Governing Body adopted Resolution 2022-4 that adopted a new version of the Governing Body Procedural Rules; and

**WHEREAS**, there is a need to align the rules for City Council Standing Committees with those of the Governing Body; and

**WHEREAS**, the proposed rules apply only to City Council Standing Committees and not to other committees associated with the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the City Council Standing Committee Procedural Rules are hereby

adopted.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

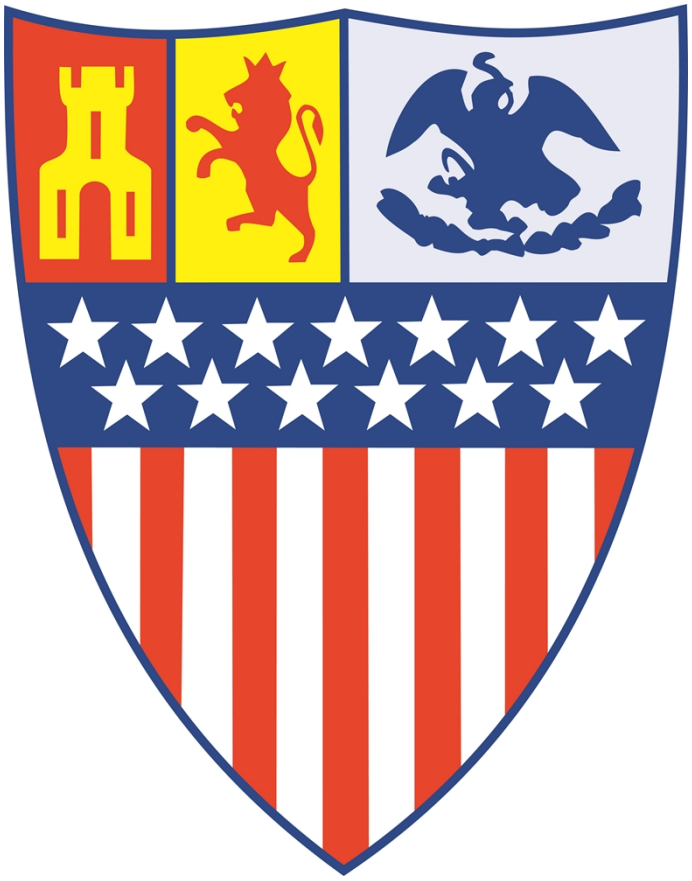
APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2022/Resolutions/Adoption of New Council Committee Rules*



# CITY COUNCIL
# STANDING COMMITTEE
# PROCEDURAL RULES

ADOPTED _____, 2022

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# I. Purpose

These procedural rules ("Rules") are intended for use by the City Council Standing Committees of the City of Santa Fe ("Council Committees") to guide the actions of the Council Committees in the general conduct of business and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent and enable the effective functioning of the Council Committees.

# II. Definitions

***Bill*** means a proposed law presented to the Governing Body for approval and adoption.
***City*** means the City of Santa Fe, New Mexico.
***City Council*** means the City Councilors as a group, exclusive of the mayor.
***City Council Standing Committee*** or ***Council Committee*** means a standing committee comprised entirely of City Councilors.
***Governing Body*** means the Councilors and the Mayor, or the Councilors and a Mayor Pro-Tempore, meeting in a session that has been duly called in accordance with the state's Open Meetings Act.
***Legislation*** means a bill or resolution.
***Minutes*** means a document that records, at a minimum, the time the meeting is called to order and adjourned, those members in attendance, and the motions and votes taken by the members.
***Open Meetings Act ("OMA")*** means the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4.
***Ordinance*** means a law that has been approved and adopted by the Governing Body.
***Packet Material*** means the minimum documents necessary for Governing Body to act on the relevant item.
***Presiding Officer*** means the chair of the Council Committee or, in the absence of the chair, the person designated pursuant to these rules.
***Resolution*** means a formal expression of the Governing Body's opinion, will, or intent.
***Staff Liaison*** means a member of City staff assigned to coordinate the meetings of a specific council committee.
***Standing Committee*** means an advisory committee, appointed by the mayor with the approval of the city council, the work of which is generally continuous and relevant to the fundamental concerns of the Governing Body.

# III. Administration

## A. Staff Liaison.

1. The City Manager shall designate a Staff Liaison to the Council Committees for the purpose of coordinating Council Committee meetings with the City Clerk's office, each Council Committee's Presiding Officer, and relevant staff. The Staff Liaison shall perform the following duties:

    a. Prepare an agenda for relevant Council Committee meetings in coordination with the relevant Presiding

Officer;
b. attend all Council Committee meetings;
c. record the roll call and track the motions and votes of all action items, unless delegated to additional staff support; and
d. distribute supporting materials as necessary;

2. The staff liaison shall not have a vote on Council Committee actions

## B. Agendas.

1. An agenda shall be prepared for each meeting and distributed to all members of a Council Committee, the City Clerk's office, and the Staff Liaison. The agenda shall include, at a minimum, the following sections:
   a. Call to Order
   b. Roll Call
   c. Approval of Agenda
   d. Approval of Consent Agenda
   e. Approval of Minutes
   f. Presentations
   g. Action Items: Consent Agenda
   h. Action Items: Discussion Agenda
   i. Next Meeting
   j. Adjourn
2. When legislation is introduced at a Council Committee meeting due to necessity or emergency in accordance with the Governing Body Procedural Rules, the Council Committee may challenge the proposed schedule and revise the schedule to include additional relevant committees with a majority vote.
3. Council Committee members are encouraged to communicate their intent to remove an item from the consent agenda to the staff liaison and chair no later than four (4) hours prior to the commencement of Council Committee meeting. If a member does not notify the staff liaison of their intent to remove an item from the consent agenda at least four (4) hours prior to the Council Committee meeting, the member may still remove the item from the consent agenda for debate or discussion with the Council Committee, but the staff representative may not be available.

# V. Committee Chairs

## A. Officers

1. Officers of Council Committees shall consist of a Presiding Officer. If the Presiding Officer is unable to attend, the Presiding Officer shall designate an alternate member of the Council Committee to run the meeting in the Presiding Officer's absence. If the Presiding Officer is unable to designate another member as Presiding Officer for that meeting, the members shall elect a member of the Council Committee to serve as Presiding Officer for that meeting.

## B. Method of Selection

The Mayor, with the approval of the City Council, shall designate the Presiding Officer of each Council Committee.

## C. Duties and Powers of the Presiding Officer

The Presiding Officer or the Presiding Officer's designee shall undertake the following duties and powers:

1. Preside at Council Committee meetings;
2. Call special meetings;
3. Make appointments to subcommittees or task forces of the Council Committee;
4. Represent the Council Committee in public and to speak and act on behalf of the Council Committee;
5. Execute reports on behalf of the Council Committee;
6. Establish the agenda for the Council Committee; and
7. Communicate to the Governing Body the actions and recommendations of the Council Committee through the City Manager by memorandum or report signed by the Council Committee's Presiding Officer.

# VI. Committee Composition

Pursuant to SFCC 1987 Section 2-1.13(E), City Council Standing Committees shall be composed of five members. Any member of a Council Committee may be removed and replaced by the mayor with the approval of the City Council.

# VII. Debate and Voting

## A. Debate

The Presiding Officer generally recognizes committee members in the order in which they request the floor. If the item on the agenda is legislation, the Presiding Officer shall allow the sponsor of the legislation the opportunity to make a motion and speak first on the item.

## B. Voting Privileges

All Council Committee members shall have the privilege of voting on matters or questions before the Council Committee.

## C. Manner of Voting

Voting shall be conducted in the following manner:

1. A majority of the members shall constitute a quorum;
2. Each member shall have one vote;
3. When a quorum is present at any meeting, the vote of a majority of members present shall decide any questions brought before such a meeting, except when extraordinary majorities are required as determined by Robert's Rules of Order or other applicable law or rule;
4. Polls or proxy voting are not a valid method of voting;
5. Council Committees shall take one of the following actions, pursuant to Section IV(C)(4)(a)-(f) of the Governing Body Procedural Rules:
    a. Approve;
    b. Approve as amended;
    c. Deny;
    d. No recommendation;
    e. Refer to another committee; or
    f. Postpone to a date certain; and
6. The roll call vote shall take place in alphabetical order with the following special provision. On the first roll call vote of the session, the roll call shall begin with the first name on the list; on the second vote, the roll call shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Chair shall in all instances vote last.

# VIII. Decorum

All members of City Council Standing Committees shall abide by the decorum rules established in Section V(A) of the Governing Body Procedural Rules at all times.

# IX. Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

# X. History

Adopted by Resolution No. 1984-56 on August 8, 1984;
Amended by Resolution No. 1990-16 on March 14, 1990;
Amended by Resolution No. 2009-20 on February 11, 2009; and
New Version Adopted by Resolution No. 2022-__ on _____, 2022

**FIR No. 10407**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** _____ **Resolution:** X

**Short Title(s):** Adoption of New Council Committee Rules

**Sponsor(s):** Councilor Romero-Wirth and Councilor Cassutt

**Reviewing Department(s):** City Attorney's Office, City Clerk's Office

**Staff Completing FIR:** Jesse Guillen **Date:** 6/27/22 **Phone:** 955-6518

**Reviewed by City Attorney:** _____ **Date:** Jul 8, 2022

**Reviewed by Finance Director:** Alexis Lotero **Date:** Jul 8, 2022

Alexis Lotero (Jul 8, 2022 14:40 MDT)

**Summary:**
The proposed Resolution adopts a new version of the Governing Body procedural rules. The proposed rules are specific to the City Council Standing Committees and are consistent with the rules adopted for the Governing Body by Resolution No. 2022-4.

**Departments Affected:**
City Clerk's office, City Attorney's Office – Legislative Services, staff liaisons for Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee.

**Consequences of Not Enacting Legislation:**
All committees would continue to use outdated rules that are not consistent with the recently adopted Governing Body procedural rules.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
The proposed Resolution is related to Resolution No. 2022-4 that adopted new Governing Body Procedural Rules.

**Performance and Administrative Implications:**
Staff and committee members will need to be trained as to the new rules and how they affect the meetings.

**Fiscal Implications:**
None identified.

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

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

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2022-__
## Adoption of New Council Committee Rules

**Mayor and Members of the City Council:**

**We propose the following amendment(s) to Resolution No. 2022-__:**

**1.** On page 4 of the proposed rules, Section III(B)(1), ***strike*** subparagraphs a-j in their entirety and ***insert*** in lieu thereof:

a. "Call to Order
b. Roll Call
c. Approval of Agenda
d. Approval of Consent Agenda
e. Presentations
f. Action Items: Consent Agenda
   i. Approval of minutes.
   ii. Items about which the Presiding Officer does not anticipate discussion.
g. Action Items: Discussion Agenda
h. Matters From Staff
i. Matters From the Committee
j. Matters From the Chair
k. Next Meeting
l. Adjourn"

**Approved at the Finance Committee meeting on August 15, 2022**

Respectfully submitted,

_____ _____
Carol Romero-Wirth, Councilor Jamie Cassutt, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10407.1(A)

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2022-__
## Adoption of New Council Committee Rules

**Mayor and Members of the City Council:**

**We propose the following amendment(s) to Resolution No. 2022-__:**

1. On page 4 of the proposed rules, Section III(B)(1) ***insert*** the following subparagraphs under paragraph (h.):
    i. Items about which the Presiding Officer anticipates discussion.
    ii. Items for which, at the time the agenda is published, a written amendment has been included in the packet that either has not been voted on during a previous Council Committee or has been voted against during all previous Council Committees.
2. On page 4 of the proposed rules, Section III(B), ***insert*** the following new paragraph:
    2. If an amendment is added to the packet for a legislative item after the publication of the agenda, the Council Committee shall remove that item from the "Consent Agenda" and place it on the "Discussion Agenda" during "Approval of Agenda".

*** Editor's Note: Renumber the succeeding paragraphs accordingly.**

Respectfully submitted,

_____ _____
Carol Romero-Wirth, Councilor Jamie Cassutt, Councilor

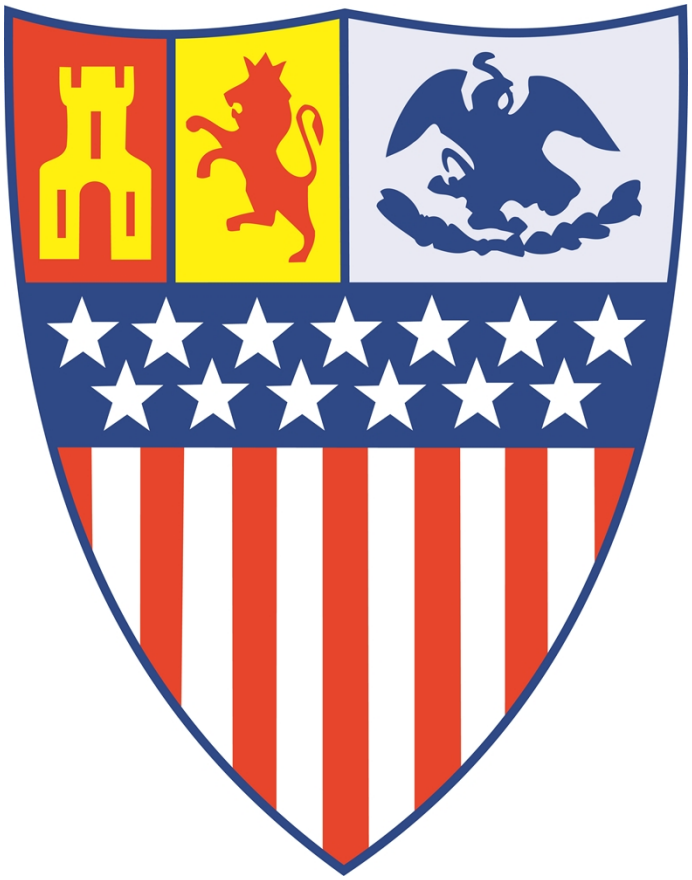
Approved as to Form:

_____
Erin K. McSherry, City Attorney

**Approved at the Finance Committee meeting on August 15, 2022**

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk



# CITY COUNCIL
# STANDING COMMITTEE
# PROCEDURAL RULES

ADOPTED _____, 2022

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# I. Purpose

These procedural rules ("Rules") are intended for use by the City Council Standing Committees of the City of Santa Fe ("Council Committees") to guide the actions of the Council Committees in the general conduct of business and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent and enable the effective functioning of the Council Committees.

# II. Definitions

***Bill*** means a proposed law presented to the Governing Body for approval and adoption.
***City*** means the City of Santa Fe, New Mexico.
***City Council*** means the City Councilors as a group, exclusive of the mayor.
***City Council Standing Committee*** or ***Council Committee*** means a standing committee comprised entirely of City Councilors.
***Governing Body*** means the Councilors and the Mayor, or the Councilors and a Mayor Pro-Tempore, meeting in a session that has been duly called in accordance with the state's Open Meetings Act.
***Legislation*** means a bill or resolution.
***Minutes*** means a document that records, at a minimum, the time the meeting is called to order and adjourned, those members in attendance, and the motions and votes taken by the members.
***Open Meetings Act ("OMA")*** means the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4.
***Ordinance*** means a law that has been approved and adopted by the Governing Body.
***Packet Material*** means the minimum documents necessary for Governing Body to act on the relevant item.
***Presiding Officer*** means the chair of the Council Committee or, in the absence of the chair, the person designated pursuant to these rules.
***Resolution*** means a formal expression of the Governing Body's opinion, will, or intent.
***Staff Liaison*** means a member of City staff assigned to coordinate the meetings of a specific council committee.
***Standing Committee*** means an advisory committee, appointed by the mayor with the approval of the city council, the work of which is generally continuous and relevant to the fundamental concerns of the Governing Body.

# III. Administration

## A. Staff Liaison.

1. The City Manager shall designate a Staff Liaison to the Council Committees for the purpose of coordinating Council Committee meetings with the City Clerk's office, each Council Committee's Presiding Officer, and relevant staff. The Staff Liaison shall perform the following duties:

    a. Prepare an agenda for relevant Council Committee meetings in coordination with the relevant Presiding

Officer;

b. attend all Council Committee meetings;

c. record the roll call and track the motions and votes of all action items, unless delegated to additional staff support; and

d. distribute supporting materials as necessary;

2. The staff liaison shall not have a vote on Council Committee actions

# B. Agendas.

1. An agenda shall be prepared for each meeting and distributed to all members of a Council Committee, the City Clerk's office, and the Staff Liaison. The agenda shall include, at a minimum, the following sections:

a. Call to Order

b. Roll Call

c. Approval of Agenda

d. Approval of Consent Agenda

[~~e. Approval of Minutes~~]

[~~f~~]e. Presentations

[~~g~~]f. Action Items: Consent Agenda

i. Approval of Minutes

ii. Items about which the Presiding Officer does not anticipate discussion

[~~h~~]g. Action Items: Discussion Agenda

i. Items about which the Presiding Officer anticipates discussion

ii. Items for which, at the time the agenda is published, a written amendment has been included in the packet that either has not been voted on during a previous Council Committee or has been voted against during all previous Council Committees.

h. Matters From Staff

i. Matters From the Committee

j. Matters From the Chair

[~~i~~]k. Next Meeting

[~~m~~]l. Adjourn

2. If an amendment is added to the packet for a legislative item after the publication of the agenda, the Committee shall remove that item from the "Consent Agenda" and place it on the "Discussion Agenda" during "Approval of Agenda".

[~~2~~]3. When legislation is introduced at a Council Committee meeting due to necessity or emergency in accordance with the Governing Body Procedural Rules, the Council Committee may challenge the proposed schedule and revise the schedule to include additional relevant committees with a majority vote.

[~~3~~]4. Council Committee members are encouraged to communicate their intent to remove an item from the consent agenda to the staff liaison and chair no later than four (4) hours prior to the commencement of Council Committee meeting. If a member does not notify the staff liaison of their intent to remove an item from the consent agenda at least

four (4) hours prior to the Council Committee meeting, the member may still remove the item from the consent agenda for debate or discussion with the Council Committee, but the staff representative may not be available.

# V. Committee Chairs

## A. Officers

1. Officers of Council Committees shall consist of a Presiding Officer. If the Presiding Officer is unable to attend, the Presiding Officer shall designate an alternate member of the Council Committee to run the meeting in the Presiding Officer's absence. If the Presiding Officer is unable to designate another member as Presiding Officer for that meeting, the members shall elect a member of the Council Committee to serve as Presiding Officer for that meeting.

## B. Method of Selection

The Mayor, with the approval of the City Council, shall designate the Presiding Officer of each Council Committee.

## C. Duties and Powers of the Presiding Officer

The Presiding Officer or the Presiding Officer's designee shall undertake the following duties and powers:

1. Preside at Council Committee meetings;
2. Call special meetings;
3. Make appointments to subcommittees or task forces of the Council Committee;
4. Represent the Council Committee in public and to speak and act on behalf of the Council Committee;
5. Execute reports on behalf of the Council Committee;
6. Establish the agenda for the Council Committee; and
7. Communicate to the Governing Body the actions and recommendations of the Council Committee through the City Manager by memorandum or report signed by the Council Committee's Presiding Officer.

# VI. Committee Composition

Pursuant to SFCC 1987 Section 2-1.13(E), City Council Standing Committees shall be composed of five members. Any member of a Council Committee may be removed and replaced by the mayor with the approval of the City Council.

# VII. Debate and Voting

## A. Debate

The Presiding Officer generally recognizes committee members in the order in which they request the floor. If the item on the agenda is legislation, the Presiding Officer shall allow the sponsor of the legislation the opportunity to make a motion and speak first on the item. If the sponsor is not a member of the Council Committee, the sponsor may speak first on the items after a Council Committee member makes a motion that is seconded.

## B. Voting Privileges

All Council Committee members shall have the privilege of voting on matters or questions before the Council Committee.

## C. Manner of Voting

Voting shall be conducted in the following manner:

1. A majority of the members shall constitute a quorum;
2. Each member shall have one vote;
3. When a quorum is present at any meeting, the vote of a majority of members present shall decide any questions brought before such a meeting, except when extraordinary majorities are required as determined by Robert's Rules of Order or other applicable law or rule;
4. Polls or proxy voting are not a valid method of voting;
5. Council Committees shall take one of the following actions, pursuant to Section IV(C)(4)(a)-(f) of the Governing Body Procedural Rules:
    a. Approve;
    b. Approve as amended;
    c. Deny;
    d. No recommendation;
    e. Refer to another committee; or
    f. Postpone to a date certain; and
6. The roll call vote shall take place in alphabetical order with the following special provision. On the first roll call vote of the session, the roll call shall begin with the first name on the list; on the second vote, the roll call shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Chair shall in all instances vote last.

# VIII. Decorum

All members of City Council Standing Committees shall abide by the decorum rules established in Section V(A) of the Governing Body Procedural Rules at all times.

# IX. Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

# X. History

Adopted by Resolution No. 1984-56 on August 8, 1984;
Amended by Resolution No. 1990-16 on March 14, 1990;
Amended by Resolution No. 2009-20 on February 11, 2009; and
New Version Adopted by Resolution No. 2022-__ on _____, 2022

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2022-__
## Adoption of New Council Committee Rules

**Mayor and Members of the City Council:**

**I propose the following amendment(s) to Resolution No. 2022-__:**

1. On page 5 of the proposed rules, Section VII(A) ***insert*** the following sentence at the end of the paragraph: "If the sponsor is not a member of the Council Committee, the sponsor may speak first on the item after a Council Committee member makes a motion that is seconded."

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2022-__
## Adoption of New Council Committee Rules

**Mayor and Members of the City Council:**

**I propose the following amendment(s) to Resolution No. 2022-__:**

1. On page 4 of the proposed rules, Section IV(B)(3) ***strike*** the two occurrences of "four (4)" and ***insert*** in lieu thereof "two (2)"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

# CITY OF SANTA FE

# RULES & PROCEDURES

# FOR

# CITY COMMITTEES

ADOPTED BY
RESOLUTION NO. 19 24-- 5'=,
DATE August *i,* \°l-&±

AMENDED BY
RESOLUTION NO. !9CJO -/'=,
DATE fv\ o..vc 14, 1'190

AMENDED BY
RESOLUTION NO. 2oo9 -20
DATE 'Fe-b....-1.UlY./ 1111.D09

## INTRODUCTION

The following rules and procedures are intended to serve as a guide for the many committees which serve City government. They are not intended to replace Robert's Rules of Order. If there is a conflict between the committee rules and procedures and the enabling state statute or city ordinance, which creates the committee, the statute or ordinance shall prevail.

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~~Exhibit "A"Sample Agenda List of~~

~~Existing Committees~~

I. Purpose

These procedural rules ("Rules") are intended for use by the City Council Standing Committees of the City of Santa Fe ("Council Committees") to guide the actions of the Council Committees in the general conduct of business and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent and enable the effective functioning of the Council Committees.

## ARTICLE 1 - DEFINITIONS

For the purposes of Committee Rules and Procedures:

| | |
|---|---|
| ~~ADVISORY COMMITTEE~~ | ~~means a city board, commission or committee whose purpose is to advise the governing body on matters within the scope of its authority. Unless otherwise specified by ordinance, all city committees are advisory in nature.~~ |
| COMMITTEE | means a City board, comm1ss1on, committee or authority, appointed by the mayor with the approval of the City Council. |
| GOVERNING BODY | means the Councilors and the Mayor or the Councilors and the Mayor Pro Tempore meeting in a session duly called. |
| ~~JOINT COMMITTEE~~ | ~~means a committee composed of members of both City and County government.~~ |
| ~~REGULATORY COMMITTEE~~ | ~~means a committee which has been delegated decision-making authority, either by city ordinance or state statute, or both.~~ |
| ~~SPECIAL COMMITTEE~~ | ~~means a committee formed by resolution (includes Ad Hoc of the governing body, whose duties and Committee & Task Force) responsibilities generally involve a specific task. When the task is completed, the committee is automatically dissolved.~~ |
| STAFF LIAISON | means a member of the City staff assigned to coordinate the work of a specific committee. |
| ~~STANDING COMMITTEE~~ | ~~means a committee formed by resolution or ordinance of the governing body, whose work is to be generally continuous and a part of the fundamental concerns of the governing body.~~ |
| ~~STATUTORY COMMITTEE~~ | ~~means a committee formed pursuant to state statute.~~ |

## ARTICLE 2 - PROCEDURES FOR ESTABLISHMENT OF COMMITTEES

ESTABLISHMENT OF COMMITTEES: The creation of a committee requires formal action by the governing body. Statutory committees may be formed by city ordinance in compliance with state law. Departmental and special committees are formed by resolution of the governing body. Unless otherwise specified by city ordinance, all city committee members are advisory in nature to the governing body. All City Committee members, unless otherwise specified by city ordinance shall be appointed by the mayor with the advice and consent of the City Council.

## ARTICLE 3 - NAME, PURPOSE, DUTIES AND RESPONSIBILITIES

Section 1. NAME: Each committee shall have a name as stated in the committee's enabling ordinance or resolution.

Section 2. PURPOSE: Each committee shall have a purpose as stated in the committee's enabling ordinance or resolution.

Section 3. DUTIES AND RESPONSIBILITIES: Each committee shall have its duties and responsibilities stated in its enabling ordinance or resolution. Duties and responsibilities include at a minimum, the following:

A Duties and Responsibilities:

(1) To initiate, review, and make recommendations to the governing body and City staff on matters related to its area of responsibility.

(2) To assist administrative departments of the City in defining programs which meet the needs of the residents of the City.

(3) To provide public information for groups interested in its area of responsibility.

(4) If a regulatory committee, to follow all laws, procedures, rules and regulations governing its area of responsibility.

(5) To perform other duties as the governing body may direct.

(6) To submit reports, as required, to the governing body.

(7) To meet as necessary, to accomplish its duties and responsibilities.

(8) To hold public meetings and hearings at specified times under the provisions of Article X of Committee rules and procedures and in compliance with the state Open Meetings Act (Sec. 10-15-1 through 10-15-4 NMSA 1978).

(9) To make recommendations to the governing body relative to needed policies, ordinances, and programs to achieve the committee's purposes.

10) To keep minutes of meetings in accordance with Open Meetings Act.

B. Committee Members Responsibilities Include:

(1) Attending meetings when required to carry out the work of the committee.

(2) Reviewing background material in preparation for meetings.

## ARTICLE 43 - ADMINISTRATIONVE RESPONSIBILITY

DESIGNATION OF STAFF LIAISON TO COMMITTEE: In order to ensure accurate communication and proper information dissemination to the mayor and city council, the public and the news media, The City Manager shall designate a staff liaison to eachthe Council cCommittees for the purpose of coordinating Council Ccommittee meetings with the City Clerk's office, the each Council Ccommittee's chairperson, and relevant staff. The Staff Liaison shall perform the following duties: shall be designated by the city manager.

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## ARTICLE 5 -ADMINISTRATIVE SUPPORT

Section 1. ADMINISTRATIVE SUPPORT: Coordination of secretarial and related administrative support to a committee is a function of the staff liaison, however; when authorized by the city manager, a staff secretary may be assigned to a committee and shall have the following duties and any others as may be prescribed by the committee chairman of the committee upon approval of the city manager:

A. To cause the minutes of the committee meetings to be taken, transcribed and typed to provide an accurate summary of the meeting.

B. To give notice of all meetings in accordance with these procedures and the general guidelines of the committee, to the committee members, city manager's office, and to the staff liaison seven days in advance of the meeting.

C.A. To pPrepare an agendas, reports and correspondence for the committee under the direction of the chairman, file them with the City Clerk and send a copy to the staff liaison seven days in advance of the meeting.for relevant Council Committee meetings in coordination with the relevant Presiding Officer;

## ARTICLE 6 RELATIONSHIP WITH OTHER ENTITIES

Section 1. OVERALL COORDINATION: As advisory representatives of the governing body, committees shall:

A. provide a forum for discussion and study of matters of mutual interest to other governmental entities, businesses, members of the community and members of the governing body; and

B. identify, clarify and comprehensively plan for the solution of problems within the committee's area of responsibility.

Section 2. RELATIONSHIP WITH GOVERNING BODY:

A. The committee is to review, recommend and advise the governing body on policy matters in its area of responsibility.

B. All actions of a committee, except decisions of regulatory committees, governed by state statute or the City Code, are subject to approval of the governing body.

C. No action of a committee shall relieve the governing body of its responsibilities or usurp the authority granted to the governing body, except those regulatory committees which have specific decision-making authority, set out in state statutes and the City Code.

D. Conflicts arising as to decision-making authority versus advisory capacity shall be referred in writing to the governing body through the city manager. The decision of the governing body is final.

Section 3. RELATIONSHIP WITH ADMINISTRATIVE STAFF:

A. Committees shall be assigned a City staff member who will:

(1) be assigned as staff liaison to the committee;

(1) attend all Council coCmmittee meetings;
(2) record the roll call and track the motions and votes of all action items, unless delegated to additional staff support

(3) provide background information for use by the committeedistribute supporting materials as neessary;

(4) advocate positions on behalf of the committee, to the governing body; and

(5) provide reports to the governing body at their regularly scheduled council meeting and in coordination with the city manager.

B. The staff liaison shall not have a vote on Council cCommittee actions.;

C. Any additional work beyond items A (1) through (5) above staff work shall be requested of the city manager by the chairman of the committee and shall:

(1) be in writing;

(2) specifically state the nature of the work required; and

(3) state the purpose for which the additional work is required.

D. Conflicts arising as the relationship between a committee and city staff shall be referred, in writing, to the city manager.

Section 4. RELATIONSHIPS WITH OTHER PUBLIC AND PRIVATE AGENCIES:

A. Committees may call upon private and public agencies for information in order to make decisions and recommendations.

B. Committees may provide guidance and information requested by such bodies; however, this should be done judiciously, so that no action of a full committee or individual committee members can be interpreted as an official position of the governing body.

C. Conflicts arising as to the position of a committee or a committee member and a position of the governing body shall be referred, in writing, to the governing body through the city manager.

D. At the discretion of the committee chairman, members may undertake special assignments outside of committee meetings that are required for the efficient dispatch of its business.

Section 5. RELATIONSHIP WITH JOINT COMMITTEES: Joint committees, unless otherwise specified in their enabling legislation or agreement, or unless otherwise agreed upon by the governing body and the county commissioners, when considering city business, shall follow the procedures of the governing body.

## ARTICLE 7 - MEMBERSHIP

Section 1. CRITERIA: The governing body shall consider the following in determining the composition and membership of each committee:

A. There shall be a minimum of three members on a committee. The exact number of members shall be specified in the enabling ordinance or resolution.

~~8 . The length of term for each committee member shall be designated in the ordinance or resolution adopted for that committee by the governing body.~~

~~C. All members of city committees shall be residents of the city unless otherwise specified by the governing body.~~

~~D. The prospective committee members shall be asked before appointment if they are willing to serve on the committee. After appointment they shall be informed as to the scope of the committees work.~~

~~E. The City of Santa Fe will strive to obtain and retain on the membership of each City of Santa Fe citizens' board, commission, and committee a geographical balance between the four voting districts for municipal elections.~~

~~F. The Mayor is encouraged, when filling vacancies on the City's boards, commissions, or committees, to endeavor to obtain the names of qualified and interested citizens from cross-section of the community by issuing public notices requesting applications when insufficient names are readily available.~~

~~Section 2. APPOINTMENT: Committees, whether standing or special, shall be appointed by the mayor with the approval of the city council, at the organizational meeting of the governing body and at such other times as the governing body deems appropriate.~~

~~Section 3. LIABILITY INSURANCE: All members of committees are covered under the city's liability insurance program while acting within the scope of their assigned duties.~~

## A. Agendas.

1. An agenda shall be prepared for each meeting and distributed to all members of a Council Committee, the City Clerk's office, and the Staff Liaison. The agenda shall include, at a minimum, the following sections:
    a. Call to Order
    b. Roll Call
    c. Approval of Agenda
    d. Approval of Consent Agenda
    e. Approval of Minutes
    f. Presentations
    g. Action Items: Consent Agenda
    h. Action Items: Discussion Agenda
    i. Next Meeting
    j. Adjourn
2. When legislation is introduced at a Council Committee meeting due to necessity or emergency in accordance with the Governing Body Procedural Rules, the Council Committee may challenge the proposed schedule and revise the schedule to include additional relevant committees with a majority vote.
3. Council Committee members are encouraged to communicate their intent to remove an item from the consent agenda to the staff liaison and chair no later than four (4) hours prior to the commencement of Council Committee meeting. If a member does not notify the staff liaison of their intent to remove an item from the consent agenda at least four (4) hours prior to the Council Committee meeting, the member may still remove

the item from the consent agenda for debate or discussion with the Council Committee, but the staff representative may not be available.

## ARTICLE 8 -·~~OFFICERS~~COMMITTEE CHAIRS

A . ~~Section 1.~~ NUMBER OF OFFICERS: Officers of Council Committees shall consist of a Presiding Officer~~chairman and vice chairman~~. If the Presiding Officer is unable to attend, the Presiding Officer shall designate an alternate member of the Council Committee to run the meeting in the Presiding Officer's absence. If the Presiding Officer is unable to designate another member as Presiding Officer for that meeting, the members shall elect a member of the Council Committee to serve as Presiding Officer for that meeting.

~~Section 2.~~B. METHOD OF SELECTION: The mayor, with the approval of the C~~c~~ity C~~c~~ouncil, shall designate the ~~chairman~~Presiding Officer of each Council ~~c~~Committee~~; the vice chairman shall be designated by the chairman, unless the enabling legislation specifies otherwise~~.

~~Section 3.~~C. DUTIES AND POWERS OF THE PRESIDING OFFICER~~S~~: The Presiding Officer or the Presiding Officer's designee shall undertake the following duties and powers: ~~shall be undertaken by the respective officers with the right to delegate duties to other committee members being reserved to the chairman .~~

***NOTE:** Article 7 -Amended by Resolution 1990-16
Approved on March 14, 1990

A. The Chairman's duties are to:

(1) preside at Council cCommittee meetings.

(2) call special meetings.

(3) make appointments to subcommittees, or task forces of the Council Committee groups.

(4) represent the Council cCommittee in public and to speak and act on behalf of the Council cCommittee.

(5) execute reports on behalf of the Council cCommittee.

(6) take initial action on directives from the governing body.

(7) establish the agenda for the Council cCommittee members.

(8) authorize special assignments for committee members.

(9) inform the committee of results of all committee reports or recommendations to the governing body.

(10)(8) communicate to the Ggoverning Bbody the actions and recommendations of the Council Ccommittee through the Ccity Mmanager by memorandum or report signed by the Council Ccommittee's Presiding Officer chairman or his designated.

B. The Vice Chairman's duties are, in the absence of the committee chairman, to assume all duties and responsibilities of the chairman.

Section 4. TERMS OF OFFICE: Committee officers shall serve for a period of one year unless they are removed from office or are no longer in office due to resignation or illness, or unless the enabling legislation specifies otherwise.

## ARTICLE 9 - REMOVAL, RESIGNATION AND VACANCIES

Section 1. REMOVAL:

A. Any member of a committee may be removed by the mayor with the approval of the city council, with or without cause, unless otherwise provided for by the enabling legislation.

B. After three consecutive unexcused absences a committee member shall be automatically removed and notified thereof by the chairman.

Section 2. RESIGNATION: Any member of a committee may resign his post or membership upon notification, in writing, to the committee chairman and the mayor.

Section 3. VACANCIES: Notification of occurring vacancies shall be given to the mayor by the committee chairman through the city manager's office.

A. Upon a vacancy occurring in the office of the committee chairman, the vice chairman shall automatically become chairman for the balance of the unexpired term, unless otherwise stated in the enabling legislation.

B. Vacancies shall be filled in the same manner as initial appointments and shall be for the remainder of the unexpired term.

Section 4. EXPIRATION OF TERM: A member of a committee whose term has expired continues to serve until such time as his or her successor is appointed.

## ARTICLE 10 - MEETINGS

Section 1. REGULAR MEETINGS: Notification to committee members of regular meetings shall be made by the committee's staff liaison, or the designated person to do this task, at least seven days prior to each regular meeting and such notification shall be in the form of the committee's agenda following a format provided by the city manager. (See Exhibit A). The agenda shall be filed with the office of the city clerk and a copy shall be sent to the person designated by the city manager as overall committee liaison. The date, time and location of the meeting shall be posted at City Hall. Committee members may be notified of regular meetings by the staff liaison by telephone. All meetings held for the purpose of discussing public business, shall be in compliance with the Open Meetings Act (10-15-1 through 10-15-4 NMSA 1978).

Section 2. SPECIAL MEETINGS: Special meetings may be called by the committee chairman or in his absence by the vice chairman, or at the request of the city manager.

A. Notice of meetings so called shall be made in writing by the chairman to all members with the purpose for the meeting so stated.

B. The calling of special meetings shall allow at least five days notice prior to the meeting date.

C. Meetings of an emergency nature may be called by the chairman notifying members by phone or in person stating the emergency nature of the special meeting. Such meetings are not subject to a prior notice time requirement but the media must be notified and the meeting is subject to the provisions of the Open Meetings Act.

Section 3. JOINT COMMITTEE MEETINGS: Unless otherwise agreed upon by the governing body and the county commissioners, joint city/county committees shall follow the standard city rules and procedures when considering city business.

Section 4. QUORUM REQUIREMENTS: Unless otherwise specified in committee's enabling legislation, a majority of the regular committee members shall constitute a quorum for the transaction of official business.

Section 5. OPEN MEETINGS ACT: All meetings of committees are subject to the Open Meetings Act.

## ARTICLE 11 – DEBATE AND VOTING

A. Debate: The Presiding Officer generally recognizes committee members in the order in which they request the floor. If the item on the agenda is legislation, the Presiding Officer shall allow the sponsor of the legislation the opportunity to make a motion and speak first on the item.

B. VOTING PRIVILEGES: All Council Committee members shall have the privilege of voting on matters or questions before the Council cCommittee.

C. MANNER OF VOTING: Voting shall be conducted in the following manner:

A. A majority of the members shall constitute a quorum;.

B. Each member, excluding the chairman, shall have one vote. The chairman may vote only in the case of a tie or when his or her vote will provide the necessary number of votes required by law for taking action on an issue before the committee.

C.B. When a quorum is present at any meeting, the vote of a majority of members present shall decide any questions brought before such a meeting, except when extraordinary majorities are required as determined by Robert's Rules of Order or other applicable law or rule;.

C. Telephone pPolls or proxy voting are not a valid method of voting;

D. Council Committees shall take one of the following actions, pursuant to Section IV(C)(4)(a)-(f) of the Governing Body Procedural Rules:

1) Approve;
2) Approve as amended;
3) Deny;
4) No recommendation;
5) Refer to another committee; or
6) Postpone to a date certain; and

D.E. The roll call vote shall take place in alphabetical order with the following special provision. On the first roll call vote of the session, the roll call shall begin with the first name on the list; on the second vote, the roll call shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Chair shall in all instances vote last..

**Decorum**

All members of City Council Standing Committees shall abide by the decorum rules established in Section V(A) of the Governing Body Procedural Rules at all times.

**Robert's Rules of Order**

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Rober's Rules of Order.*

**History**

Adopted by Resolution NO. 1984-56 on August 8, 1984;
Amended by Resolution No. 1990-16 on March 14, 1990;
Amended by Resolution No. 2009-20 on February 11, 2009; and
New Version Adopted by Resolution NO. 2022-__ on _____, 2022.

~~**ARTICLE 12 - RULES OF PROCEDURE FOR AGENDAS**~~

~~Section 1. PROCEDURES: All committee meetings shall be conducted in accordance with Robert's Rules of Order.~~

~~Section 2. AGENDA: A typed agenda shall be prepared for each meeting and copies shall be distributed by the chairman, or the chair's~~his designee, to all members of a committee, the city clerk's office, and the committee liaison. The agenda shall include, at a minimum, the following sections:

~~_____ Roll Call~~
~~A. Approval of Agenda~~
~~B. Approval of Minutes~~
~~C. Reports of Officers, subcommittees and task force groups~~
~~D. Unfinished business~~
~~E. New business~~
~~_____ Adjournment~~

~~**ARTICLE 13 - MINUTES**~~

~~In accordance with the state Open Meetings Act (Sec. 10-15-1 through 10-15-4 NMSA 1978), any~~

~~"... board, commission or other policy-making body shall keep written minutes of all its meetings. The minutes shall include, as a minimum, the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken which show how each member voted . All minutes shall be open to public inspection. Draft minutes shall be prepared within ten working days after the meeting. Minutes shall not become official until approved by the policy-making body. . ."~~

~~"The Compliance Guide for New Mexico Public Officials and Citizens" put out by the Attorney General says the following:~~

> ~~"All public bodies subject to the provisions of this Act are required to keep minutes of all open meetings. The minutes of meetings closed pursuant to the specific provisions of this Act or minutes of meetings not subject to this Act do not have to be kept. Minutes of open meetings shall record at least the following information:~~
>
> ~~(a) the date, time and place of the meeting;~~
> ~~(b) the names of all members of the body in attendance and a list of those members absent;~~
> ~~(c) a statement of what proposals were considered;~~
> ~~(d) a record of any decision made by the body and of how each member voted at each vote."*~~

*Note from Compliance Guide: ...the Attorney General would advise that this requirement would apply only to votes ordinarily taken by roll call in accordance with the rules of parliamentary procedure and does not require a roll call on each vote" ...

**EXHIBIT "A"**

SAMPLE AGENDA

Name of Committee
Location of Meeting
Date of Meeting
Time of Meeting

I. PROCEDURES

A Roll Call

B. Approval of minutes of previous Meeting (dates, if applicable)

II. REPORTS

A Officers of Committee
1. List individual items
2.
3.

B. Subcommittees
1.
2.
3.

III. UNFINISHED BUSINESS
1. (list topics)
2.

IV. NEW BUSINESS
1. (list topics)
2.
3.

V. IV. ADJOURNMENT

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 07/25/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
A Resolution Adopting New Procedural Rules for City Council Standing Committees. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/1/2022
Governing Body: 08/10/2022

Item Type - resolution

Item Owner - Jesse Guillen

Item Sponsor - Carol Romero-Wirth

Item Tracking Number - 22-14541

Motion Type - Approve

Motion Mover - Chris Rivera

Motion Seconder - Amanda Chavez

Motion Status - approved

Vote For Count - 3

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 2

Vote For Names - Chris Rivera, Michael Garcia, Amanda Chavez

Vote Against Names -

**VOTE SUMMARY**




Vote Abstain Names -

Vote Absent Names - Carol Romero-Wirth, Lee Garcia

User Name - Jamie-Rae Diaz

User Email - jldiaz@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 07/20/2022

Meeting Committee - Quality of Life Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
A Resolution Adopting New Procedural Rules for City Council Standing Committees. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/1/2022
Governing Body: 08/10/2022

Item Type - resolution

Item Owner - Jesse Guillen

Item Sponsor - Carol Romero-Wirth

Item Tracking Number - 22-14541

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Michael Garcia

Motion Status -

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Amanda Chavez, Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

**VOTE SUMMARY**

City of Santa Fe

Vote Abstain Names -

Vote Absent Names -

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/01/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
A Resolution Adopting New Procedural Rules for City Council Standing Committees. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/1/2022
Governing Body: 08/10/2022

Item Type - resolution

Item Owner - Jesse Guillen

Item Sponsor - Carol Romero-Wirth

Item Tracking Number - 22-14541

Motion Type - Postpone to a Date Certain

Motion Mover - Jamie Cassutt

Motion Seconder - Chris Rivera

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

**VOTE SUMMARY**




Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
A Resolution Adopting New Procedural Rules for City Council Standing Committees. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/1/2022
Finance Committee: 08/15/22
Governing Body: 08/31/2022

Item Type - resolution

Item Owner - Jesse Guillen

Item Sponsor - Carol Romero-Wirth

Item Tracking Number - 22-14541

Motion Type - Approve as Amended

Motion Mover - Jamie Cassutt

Motion Seconder - Chris Rivera

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

**VOTE SUMMARY**

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
A Resolution Adopting New Procedural Rules for City Council Standing Committees. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/1/2022
Finance Committee: 08/15/22
Governing Body: 08/31/2022

Item Type - resolution

Item Owner - Jesse Guillen

Item Sponsor - Carol Romero-Wirth

Item Tracking Number - 22-14541

Motion Type - Approve

Motion Mover - Jamie Cassutt

Motion Seconder - Chris Rivera

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

**VOTE SUMMARY**

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Romero-Wirth and Councilor Cassutt)
A Resolution Adopting New Procedural Rules for City Council Standing Committees. (Jesse Guillen, Legislation and Policy Innovation Manager: jbguillen@santafenm.gov, 955-6518)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Quality of Life Committee: 07/20/2022
Public Works and Utilities Committee: 07/25/2022
Finance Committee: 08/1/2022
Finance Committee: 08/15/22
Governing Body: 08/31/2022

Item Type - resolution

Item Owner - Jesse Guillen

Item Sponsor - Carol Romero-Wirth

Item Tracking Number - 22-14541

Motion Type - Approve

Motion Mover - Jamie Cassutt

Motion Seconder - Chris Rivera

Motion Status - approved

Vote For Count - 5

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

**VOTE SUMMARY**

City of Santa Fe

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

# City of Santa Fe, New Mexico
## Memorandum

**Date:** August 18, 2022

**To:** Quality of Life Committee, Public Works Committee, Governing Body

**From:** Erick Aune, MPO Officer EA

**Via:** Regina Wheeler, Public Works Director RW
Jason Kluck, Planning and Land Use Director jmk

**RE:** Complete Streets Resolution

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**EXECUTIVE SUMMARY:**

The Resolution proposes to adopt "Complete Streets" design standards for the City of Santa Fe. The standards are intended to reduce fatalities and carbon emissions by improving conditions for, among other things, multi-modal transport, slower vehicle speeds, and transportation access.

**BACKGROUND:**

"Complete Streets" is a design standard that is based on a decades-long, national movement championed by the Smart Growth Coalition, a non-profit advocacy group dedicated to design and building safer streets and roadways. Statistically, the United States has the worst safety record for roads and streets of all the developed countries. Of all the states in the U.S., New Mexico has the most fatalities per capita, and the state's rate is worsening. A combination of design standards, codes, and outdated transportation policies and engineering values that favor maximizing traffic operations over pedestrian and bicycle safety are contributing factors to this reality. Complete Street design standards are the product of a movement that seeks to challenge these decades-old practices and provide communities with safer and more equitable transportation improvements.

It is important to note that the Public Works Department has been striving to deliver Complete Streets designs and principles throughout the transportation network as evidenced by multiple planned and implemented infrastructure improvement projects. These include the partnership with Tierra Contenta developers and the planned Paseo del Sol extension, the redesign of N. Guadalupe, the reconstruction of S. Guadalupe, redesign of Harrison Road, the round-about at Camino Entrada, desired redesign of Bishop's Lodge Road and Hyde Park Road, lane reduction on Siler Road and more. The resolution is intended to further support, honor and strengthen the work of the City. One example of strengthening existing street guidelines in the code is to be more inclusive of innovative designs that accommodate pedestrian and bicycle facilities, support varied road lane widths and sidewalk widths intended to balance all mobility options. Another example is the level of work put into the Mid-Town Campus proposed transportation network that is purposefully seeking to accommodate greater levels of walking, public transit and bicycle movements.

The core principles and tenants of Complete Streets design standards have evolved over the past decade nationally and have become well accepted by the U.S. Department of Transportation as proven safety

counter measures to high fatalities. The sponsors of this Resolution and the Santa Fe MPO see this Resolution as a benefit for safety, equity, and environmental justice for all users of the City of Santa Fe's streets and roads.

A commitment to support Complete Streets design standards will assist with leveraging state and federal funding from sources that support communities that actively embrace Complete Streets. An example is the Bi-Partisan Infrastructure Bill signed into law in November of 2021 which require Complete Streets policies be supported in order to be eligible for funding.

In 2007, the Santa Fe Metropolitan Planning Organization Transportation Policy Board adopted Resolution No. 2007-1 "A Resolution Advancing Complete Streets for the Santa Fe Metropolitan Area". The document resolved that bicycle, pedestrian, equestrian, and transit needs should be given full consideration in the planning and development of transportation facilities in the Santa Fe metropolitan area.

On May 26, 2022, the Santa Fe Metropolitan Planning Organization Transportation Policy Board adopted a version of this resolution. On May 31, 2022, the Santa Fe County Commission adopted a version of this resolution.

**ACTION REQUESTED:**

Adoption of the resolution supporting Complete Streets design standards to promote safer and more equitable transportation improvements in the Santa Fe Metropolitan Planning Area and reduce the impact of climate change from vehicle emissions.

**ATTACHMENTS:**
Resolution
Exhibit A - Graphic Summary of Santa Fe Complete Streets
Fiscal Impact Report

**Signature:** Erick Aune (Aug 18, 2022 09:27 MDT)
**Email:** ejaune@santafenm.gov

**Signature:** Regina Wheeler (Aug 18, 2022 09:31 MDT)
**Email:** rawheeler@santafenm.gov

**Signature:** Jason M. Kluck (Aug 21, 2022 11:57 MDT)
**Email:** jmkluck@santafenm.gov

# Complete Streets (Memo)

Final Audit Report 2022-08-21

| | |
|---|---|
| Created: | 2022-08-18 |
| By: | Jesse Guillen (jbguillen@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAMGBQGwPwYtxAAPSlvPDBwGSV5cxrREtY |

## "Complete Streets (Memo)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2022-08-18 - 3:24:00 PM GMT- IP address: 98.230.203.83

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2022-08-18 - 3:24:40 PM GMT

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2022-08-18 - 3:27:39 PM GMT- IP address: 174.205.34.90

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2022-08-18 - 3:27:42 PM GMT

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2022-08-18 - 3:31:54 PM GMT- IP address: 63.232.20.2

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2022-08-18 - 3:31:57 PM GMT

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Signer jmkluck@santafenm.gov entered name at signing as Jason M. Kluck

2022-08-21 - 5:57:09 PM GMT- IP address: 63.232.20.2

Document e-signed by Jason M. Kluck (jmkluck@santafenm.gov)

Signature Date: 2022-08-21 - 5:57:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2022-08-21 - 5:57:10 PM GMT

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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-__**

**INTRODUCED BY:**

Councilor Jamie Cassutt

Councilwoman Renee Villarreal

Councilor Michael J. Garcia

Councilor Amanda Chavez

**A RESOLUTION**

**SUPPORTING "COMPLETE STREETS" DESIGN STANDARDS, WHICH ARE INTENDED TO PROVIDE SAFER AND MORE EQUITABLE TRANSPORTATION IMPROVEMENTS AND REDUCING THE IMPACTS OF CLIMATE CHANGE IN THE SANTA FE METROPOLITAN PLANNING AREA**

**WHEREAS**, "Complete Streets" design standards were created by a national movement called the Smart Growth Coalition, a national planning non-profit, public interest organization; and

**WHEREAS,** adopting Complete Streets is intended to result in comprehensive, integrated transportation networks with infrastructure and design that support safe and well-managed travel along and across streets for all users, including pedestrians, users of public transit, bicyclists, persons with disabilities, seniors, children, motorists, visitors, shared mobility services, and movers of commercial goods; and

**WHEREAS,** Complete Streets support the health and wellbeing of residents and the environment by creating and improving sustainable transportation options, providing opportunities for physical activity through improved access to active transportation, improving air quality

through reduced vehicle emissions, mitigating the urban heat island effect, utilizing stormwater runoff and decreasing stormwater pollutants, and maximizing shade trees and vegetation; and

**WHEREAS,** Complete Streets are essential in providing safe routes to schools and parks for children and parents; and

**WHEREAS,** the encouragement of diverse and comprehensive public engagement and participation in community decisions concerning street design is critical and, to date, public engagement results in response to the draft Santa Fe Multimodal Transition Plan and the City of Santa Fe (City) Metropolitan Planning Organization's ("MPO's") Master Plan, which each had formal public engagement activities, have revealed a commanding desire for a more walkable, bikeable, and transit-accessible transportation network; and

**WHEREAS,** public streets ought to be designed not only to accommodate safe access for all users, but in a manner in which creates vibrant, attractive, and sustainable public places that advance ambitious environmental and social equity goals; and

**WHEREAS,** according to Smart Growth America's "Benefits of Complete Streets" on-line tool kit, streets designed for all users and not just for commuter convenience offer long-term cost savings for local and state governments, provide public health, and financial benefits to property owners and businesses; and

**WHEREAS,** there is a continued and urgent recognition that impacts of climate change are occurring more frequently and with added severity, and designing and promoting a multi-modal, regional transportation system supports a comprehensive climate action strategy to reduce greenhouse gas emissions; and

**WHEREAS,** the MPO has adopted, and the City has implemented, MPO Master Plans that promote transportation improvements that encourage walking, bicycling, and transit use and see them as equal mobility options to the automobile; and

**WHEREAS,** the MPO has voted to support Complete Streets a number of times: (1) the

principles of Complete Streets in 2007; (2) the subsequent development and implementation of the 2012 Metropolitan Bicycle Master Plan, which was updated in 2019; (3) the 2015 Metropolitan Pedestrian Master Plan; and (4) the 2020 Metropolitan Transportation Plan improving road and street safety through design (“MPO Complete Streets Resolution");

**WHEREAS,** the MPO Complete Streets Resolution includes the understanding that all trips have equal value and acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation alternatives, such as walking, bicycling, and public transportation; and

**WHEREAS,** the implementation of Complete Streets will help to shift the City toward carbon neutrality and is a sustainable planning practice, features that are consistent with Santa Fe’s Sustainability Plan and Climate Impact Reduction Goals; and

**WHEREAS**, for eight years (2012-2019), the National Highway Traffic Safety Administration has identified New Mexico as one of the four states nationwide with the highest rates of pedestrian fatalities per 100,000 population; and

**WHEREAS**, the U.S. Department of Transportation has found that designing streets for speeds over 25 miles per hour dramatically increases the likelihood that a person struck while walking will be killed; and

**WHEREAS**, studies have shown that street designs that encourage lower speeds save lives by reducing both vehicle speed and driver error; and

**WHEREAS**, the City, in light of urgent safety needs and climate change impacts, wishes to strengthen its commitment to Complete Streets, promoting safe and convenient travel for all users and recognizing community context, sustainability, and social equity with the use of design guidelines and standards that support best practices; and

**WHEREAS**, the attached graphic summary (Exhibit A) of the benefits of Complete Streets within the Santa Fe Metropolitan Planning Area articulates a vison of how roads and streets may

be repurposed to advance the goals of sustainability, community, affordable housing, safety, economic development, and public health and represents the City's commitment to further advance these goals.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the Governing Body commits to Complete Streets as a core value and directs that this resolution shall proactively inform and guide the development or revision of land use codes, regulations, and plans so that the design and construction of streets in the city form a comprehensive, safe, and integrated transportation network for all road users.

**BE IT FURTHER RESOLVED** that new road construction or retrofits of existing roads, project funding priorities, and other instances involving a potential change to the design of any street shall be reviewed for compliance with the Complete Streets design standards.

**BE IT FURTHER RESOLVED** that City-initiated development shall embrace and incorporate Complete Street designs.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2022/Resolutions/Complete Streets*

Photo Credit: DenisTangneyJr / Getty Images

EXHIBIT A



# Santa Fe Complete Streets

What they are. Why they're important, How they benefit the community.

alta

SANTA FE COUNTY

Santa Fe MPO

# WHAT ARE COMPLETE STREETS?

## COMPLETE STREETS ARE STREETS FOR EVERYONE.

Complete Streets are an approach that integrate people and place in the planning, design, construction, operation, and maintenance of transportation networks.

## WHAT IS A COMPLETE STREET?



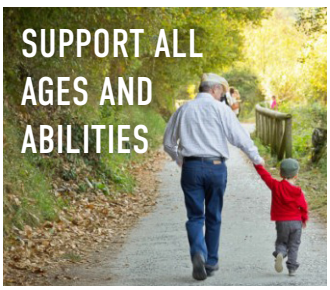

## Complete Streets:

MAKE OUR STREETS SAFER




ARE SUPPORTED BY THE COMMUNITY




IMPROVE SOCIAL EQUITY




SUPPORT ENVIRONMENTAL, CLIMATE CHANGE, AND SUSTAINABILITY GOALS

# HOW DO COMPLETE STREETS BENEFIT SANTA FE AND THE REGION?

## They support all modes.

**GOAL:** *MULTIMODAL MOBILITY & ACCESSIBILITY: An accessible, connected, and integrated transportation system.*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

**GOAL:** *CONNECTIVITY - Provide critical connections for bicyclists and pedestrians of all ages and abilities that link destinations, transit, and neighborhoods.*

SANTA FE METROPOLITAN BICYCLE MASTER PLAN 2019

Complete streets balance the needs of multiple modes in the right-of-way and across the transportation network – creating space for convenient and efficient transit, ensuring complete sidewalks, and providing safe bicycling infrastructure. **Complete streets prioritize more than the traditional vehicle throughput and speed – and instead elevate safety and convenience across all modes and abilities** as the most important elements of a street.

In Santa Fe, large arterial roads bisect the city and create barriers for pedestrians and people on bikes. These streets (like Airport Road and Cerrillos Road) contain many of the commercial and employment destinations in the city but they lack safe, low-stress bike infrastructure, are difficult to cross, and are unpleasant to walk along. This leads 87.5% of people in Santa Fe to drive or carpool to work.

But, by building complete streets on key corridors, and developing additional multimodal routes that connect neighborhoods and important destinations (like schools and grocery stores), Santa Fe can create a community that offers a variety of transportation options.

## They make our streets safer.

**GOAL:** *SAFETY: a safe and secure transportation system for motorized and non-motorized users.*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

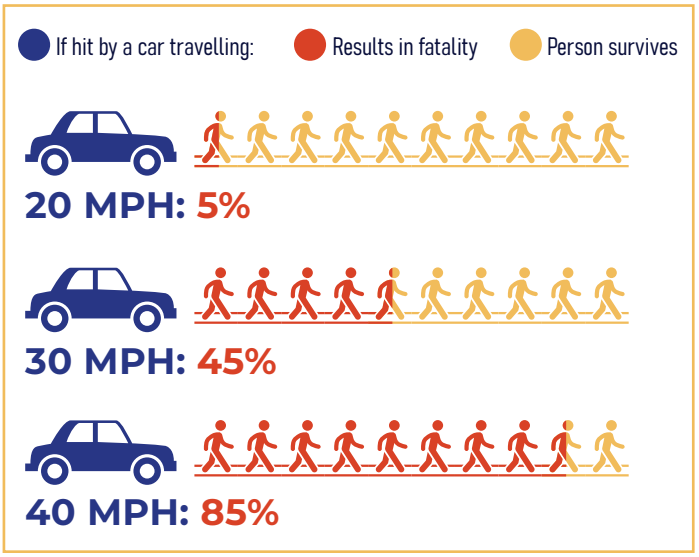
**GOAL:** *Improve pedestrian safety through well-designed facilities along and across roadways, and by promoting safe driving, walking, and bicycling behaviors.*

SANTA FE METROPOLITAN PEDESTRIAN MASTER PLAN

**Between 2010 and 2019, New Mexico had the highest rate of pedestrian fatalities per 100,000 people of all states.**[1] 58.8 percent of those deaths were on arterials.[2] This is during a time period where, nationwide, the number of pedestrians struck and killed by drivers increased by an astonishing 45 percent.

However, designing a street with pedestrians in mind – sidewalks, raised medians, traffic-calming measures, and treatments for travelers with disabilities – can reduce pedestrian risk by as much as 28%.[1]

In many cases, reducing speeding will be paramount to increasing safety. At 20 miles per hour, there's a 5% fatality rate for people struck by a car. That fatality rate rises to 85% at 40 MPH.[3] Complete streets incorporate the treatments above – and many more – to provide cues to drivers to slow down.



# They support mobility for all ages and abilities.

**VISION:** *Santa Fe is a place where people of all ages and abilities can safely and comfortably have bicycle and pedestrian access along a comprehensive network of multi-use trails and complete streets, connecting residential neighborhoods with employment centers, parks, open space, schools, retail centers, and other public and private services throughout the metropolitan area.*

SANTA FE METROPOLITAN BICYCLE MASTER PLAN 2019

**GOAL:** *SAFETY - Create a bicycle network that is safe and comfortable for bicyclists of all ages and abilities, particularly at schools and surrounding neighborhoods.*

SANTA FE METROPOLITAN BICYCLE MASTER PLAN 2019

Incomplete streets are often primarily designed for able-bodied adults who can walk quickly, easily interpret road risks, or confidently navigate on a bicycle. Alternatively, complete streets improve transportation options and safety for everyone – extra consideration is given to children, the elderly, and the physically impaired in complete street designs.

**In Santa Fe, 13% of residents have some form of disability, 25% are over 65 years of age, and 16% are under the age of 16.**[4]

Despite the number of people in Santa Fe that face these challenges, many sidewalks in Santa Fe are extremely narrow (too narrow for wheelchairs or strollers) missing curb ramps, or contain physical obstacles (like light posts and signs). Other streets lack sidewalks altogether. Removing these barriers can make it easier to navigate our streets and community.

Children also deserve a transportation system that serves their needs. Complete Streets provide children with opportunities to walk, bike and play in a safe environment - allowing them to stay active and gain independence.[5] By slowing traffic and providing additional safety improvements, complete streets can make streets safe for kids (and their parents) to view walking or biking to school as viable options.

# They help our community be healthier.

**GOAL:** *Develop a pedestrian network that promotes active, healthy lifestyles and sustains a healthy environment.*

SANTA FE METROPOLITAN PEDESTRIAN MASTER PLAN

**GOAL:** *PUBLIC HEALTH: A transportation system that supports healthy lifestyles.*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

**Engaging in physical activity for as little as 30 minutes a day can prevent or help treat conditions such as diabetes, breast and colon cancer, depression, dementia, anxiety, osteoporosis, cardiovascular disease, obesity, and high blood pressure.**[6]

Providing opportunities for people to integrate walking or biking into their daily routines can help them meet daily and weekly exercise recommendations and stay healthy and fit. According to a study released in 2014 by the American Journal of Public Health, there is a direct and significant correlation between how close people live to biking and walking infrastructure and the amount of weekly exercise they get.[7] By providing complete streets throughout Santa Fe, many more residents can live near facilities that allow them to incorporate exercise into their everyday routine.

In Santa Fe County, obesity affects 18.4% of adults and more than 14% of those ages 10-17. Only 24.1% of adolescents in Santa Fe were physically active for at least 60 minutes per day.[8] As stated in the Santa Fe Metropolitan Bicycle Master Plan, “Given Santa Fe’s educational budget restrictions and declining offerings in physical education, promoting walking to school and establishing a safe and reliable bicycle network is a logical strategy for children’s health that can benefit the entire community”



# They are good for the community and are supported by the community.

During public outreach that was conducted during the development of Santa Fe's many transportation plans – Bicycle, Pedestrian, Transit, Multimodal Transition, and Metropolitan Transportation – the public has repeatedly requested the implementation of complete streets infrastructure and the improvement of multimodal networks.

Across all these plans, when Santa Fe residents were asked during transportation planning efforts what their top priorities were for improvement to the transportation network, the top for responses were:

1. Expanded bus and train service
2. Better connected and safer bicycle and pedestrian networks
3. Improved quality of infrastructure for all modes
4. Target improvements for those populations who need it most

The responses above can all be addressed through the implementation of complete streets within Santa Fe.

Additionally, as part of the development of the Santa Fe Metropolitan Transportation Plan, when asked, "If you had $5 million available to spend on the transportation network, where would you spend it?" **73% of residents chose to allocate their funds to transit, bike/pedestrian, or road safety improvements.**[9] Complete streets would improve the transportation network in relation to each of these categories.



# They support environmental, sustainability goals, climate goals.

**GOALS:** *Plan for and invest in a safe, modernized transportation system that supports low-emission, active, and equitable mobility options for all users.*

*Achieve annual reductions in daily vehicle miles traveled. Achieve annual increases in the total miles of sidewalks, on-road bicycle lanes and multi-use paths. Increase public transit ridership annually..*

Sustainable Santa Fe
25-Year Plan
October 2018

In the Sustainable Santa Fe Plan, and other city and MPO plans, sustainability and mitigating climate change have been expressed as a major priority of the city and region. With transportation accounting for the largest share of carbon emissions in the U.S., achieving ambitious climate targets and creating more livable communities requires us to build streets and transportation networks that allow people to get around outside of a car.

In the Santa Fe Metropolitan Planning Area, transportation is the economic sector responsible for the majority of carbon dioxide emissions – at 41% of all emissions. Complete streets can help cut these emissions, as households located in a network of complete streets make significantly fewer of their daily trips by car.[10]

And, due to its compact size, almost all trips within Santa Fe have the potential to be completed by active transportation or transit. **48 percent of all trips in Santa Fe are within a mile, which would be about a 20-minute walk.** And 81% of all trips taken are within five miles, which would be up to a 30-minute bike ride.[11] Replacing these short trips currently taken by car can greatly reduce harmful emissions.

Driving related emissions for households living in non-car-dependent neighborhoods can be up to half of what they are for households in the car-dependent neighborhoods.[12] By implementing complete streets, Santa Fe can help make every neighborhood a neighborhood that doesn't necessitate car use.

# They create economic benefits.

**GOAL:** *Enhance economic vibrancy by creating safe and aesthetically pleasing walking environments with easy connections to commercial centers and attractive and enjoyable public places*

SANTA FE METROPOLITAN PEDESTRIAN MASTER PLAN

**GOAL:** *ECONOMIC & COMMUNITY VITALITY: A transportation system that supports economic and community vitality*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

What do communities get for their investments in complete streets? Compared to conventional transportation projects, complete streets projects are remarkably economical - for the most part, costing significantly less than conventional transportation projects.[13]

Dollar for dollar, bicycling is by far one of the cheapest transportation modes to support. Often bicycle facilities utilize existing roadway space, and only require relatively low-cost pavement markings and/or signage.

By installing infrastructure that increases the rates of biking, walking and transit use, the carrying capacity of a street can be increased for a fraction of the cost of acquiring additional right-of-way and installing additional lane miles – miles that would also eventually require repaving and maintenance in the future.

**Complete streets aren't just cheaper to build, they grow the economy where they all installed. Complete streets projects lead to broader economic gains like increased employment, higher property values, and increased net new businesses.**[4]




# They improve social equity.

**GOAL:** *SOCIAL EQUITY: Equitable investments in transportation that enable quality of life for all residents*

Santa Fe MPO Metropolitan Transportation Plan 2020-2045

Everyone deserves the opportunity to achieve their full potential regardless of where they live, how they travel, who they are, or what social position they occupy. An equitable transportation network offers convenient and affordable access to jobs, medical services, education, grocery shopping, and social/recreational activities - no matter the mode used for transportation.

In a study of upward mobility, commuting time has emerged as the single strongest factor in the odds of a household escaping poverty. **The longer the average commute is in a given county, the worse the chances a low-income family there has of moving up the socioeconomic ladder**.[14] Those without access to a car (or unable to drive), who rely on public transit, are likely to suffer from the longer commute times. By ensuring good transit service and access through complete streets elements, commute times can be reduced and access to jobs and opportunity improved.

People in Santa Fe spend 22% of their household income on transportation each year, or about $11,718.[15] When people have the opportunity to walk, bike, or take transit, they have more control over their expenses and aren't forced to consider purchasing a car they may not be able to afford.

While those with vehicles can choose to avoid unsafe streets and walking conditions, those without (3.5% of households in Santa Fe) are forced to walk or bike along streets that aren't designed with them in mind.

Because of this, people die while walking at much higher rates in lower-income communities compared to higher-income areas. However, low-income communities are significantly less likely to have sidewalks, marked crosswalks, and street design to support safer, slower speeds.[16]

Complete streets distributed equitably throughout Santa Fe can remove the safety risks of walking along our streets, bringing safety equity between those who walk, bike, or use transit as a means of transportation, and those who drive.

# HOW DOES IT ALL FIT TOGETHER?

The City, County, and Metropolitan Planning Organization of Santa Fe are working together to advance complete streets and reduce the impacts of climate change in order to help meet their overlapping community goals.




## Sources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17. Gibbs K, Slater SJ, Nicholson N, et al. (2012.) "Income Disparities in Street Features that Encourage Walking." Bridging the Gap Program, University of Illinois at Chicago. Available from http://www.bridgingthegapresearch.org/_asset/02fpi3/btg_street_walkability_FINAL_03-09-12.pdf

**FIR No. 10433**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** _____ **Resolution:** X

**Short Title(s):** Complete Streets Resolution

**Sponsor(s):** Councilors Michael Garcia, Jamie Cassutt, Renee. Villarreal, Amanda. Chavez

**Reviewing Department(s):** Public Works and Community Development

**Staff Completing FIR:** Erick Aune, MPO Officer EA **Date:** 06/21/22 **Phone:** 505.330.8483

**Reviewed by City Attorney:** [signature] **Date:** Aug 5, 2022

**Reviewed by Finance Director:** Alexis Lotero **Date:** Aug 8, 2022

Alexis Lotero (Aug 8, 2022 09:36 MDT)

**Summary:**
The resolution supports the tenants and principles of Complete Streets, design standards that support the design of roadways in a manner that provides for the safety of all users and supports climate resiliency and social equity of the city's transportation network.

**Departments Affected:**
Primarily Public Works and Economic and Community Development but may impact other departments as well.

**Consequences of Not Enacting Legislation:**
The resolution will support the City's applications for State and federal funding sources that encourage the design of streets and roadways that adhere to the principles and values of Complete Streets.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None identified.

**Performance and Administrative Implications:**
None identified.

**Fiscal Implications:**
The Resolution does not entail any additional costs or staff expenditures.

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

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

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 08/17/2022

Meeting Committee - Quality of Life Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Cassutt, Councilwoman Villarreal, Councilor M. Garcia, Councilor Chavez)
A Resolution Advancing Complete Streets as a Proven Countermeasure to Provide Safer and More Equitable Transportation Improvements in the Santa Fe Metropolitan Planning Area While Reducing the Impacts of Climate Change. (Erick Aune, Transportation Planner: ejaune@santafenm.gov, 505-955-6664)

**Committee Review:**

Introduced: 08/10/22
Quality of Life Committee: 08/17/22
Public Works and Utilities Committee: 08/29/22
Governing Body: 08/31/22

Item Type - resolution

Item Owner - Erick Aune

Item Sponsor - Jamie Cassutt

Item Tracking Number - 22-15442

Motion Type - Approve

Motion Mover - Michael Garcia

Motion Seconder - Renee Villarreal

Motion Status -

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

**VOTE SUMMARY**

City of Santa Fe

Vote Abstain Names -

Vote Absent Names - Amanda Chavez

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

# City of Santa Fe, New Mexico
## Memorandum

**Date:** July 22, 2022

**To:** Quality of Life Committee and Governing Body

**From:** Andrea Salazar, Assistant City Attorney; Patricia Feghali, Assistant City Attorney

**Via:** Erin K. McSherry, City Attorney

**RE:** Supporting State and Federal Legislation Protecting Access to Abortion

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**EXECUTIVE SUMMARY:**

This resolution supports codifying the right to a safe abortion for people with the capacity for pregnancy in the State of New Mexico and the United States of America.

**BACKGROUND:**

The United States Supreme Court recently overturned its 1973 decision, Roe v. Wade, which had recognized the right to abortion throughout the United States. Several states have responded with abortion bans. This resolution supports legislation that would codify the right to safe abortion into law and urges the state and the federal governments to take immediate action to pass such legislation.

**ACTION REQUESTED:**

Governing Body support for the resolution.

**ATTACHMENTS:**

Resolution
Fiscal Impact Report

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 08/17/2022

Meeting Committee - Quality of Life Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber, Councilor Lindell, Councilor Cassutt, Councilwoman Villarreal, Councilor Chavez, Councilor M. Garcia, Councilor Romero-Wirth)
A Resolution Supporting Legislation in the United States of America and the State of New Mexico to Protect the Right to a Safe Abortion. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 505-955-6303 and Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov)

**Committee Review:**
Governing Body (Introduced): 07/27/2022
Women's Commission: 08/09/22
Quality of Life Committee: 8/17/22
Governing Body: 08/31/22

Item Type - resolution

Item Owner - Andrea Salazar

Item Sponsor - Alan Webber

Item Tracking Number - 22-15443

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Michael Garcia

Motion Status -

Vote For Count - 3

Vote Against Count - 1

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Michael Garcia, Jamie Cassutt, Renee Villarreal

**VOTE SUMMARY**

City of Santa Fe

Vote Against Names - Lee Garcia

Vote Abstain Names -

Vote Absent Names - Amanda Chavez

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

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

**RESOLUTION NO. 2022-__**

**INTRODUCED BY:**

Mayor Alan Webber

| | |
|---|---|
| Councilor Signe I. Lindell | Councilor Jamie Cassutt |
| Councilwoman Renee Villarreal | Councilor Amanda Chavez |
| Councilor Michael J. Garcia | Councilor Carol Romero-Wirth |

**A RESOLUTION**

**SUPPORTING LEGISLATION IN THE UNITED STATES OF AMERICA AND THE STATE OF NEW MEXICO TO PROTECT THE RIGHT TO A SAFE ABORTION.**

**WHEREAS,** New Mexico Governor Michelle Lujan Grisham signed an Executive Order 2022-107 on June 27, 2022, prohibiting State employees from assisting other jurisdictions seeking criminal or civil penalties related to accessing reproductive healthcare, with limited exceptions; protecting medical providers from attempts at legal retribution, and establishing that the State will not entertain extradition attempts from other states relating to receiving or performing reproductive services, with limited exceptions; and

**WHEREAS,** the State repealed a statute banning abortion during the 2021 regular session, when *Row v. Wade* was still the law of the land; and

**WHEREAS,** according to the Center for Reproductive Rights, 970 million women/people with the capacity for pregnancy, representing 59 percent of people of reproductive capacity of reproductive age, live in countries that broadly allow abortion, while 41 percent live under restrictive laws; and

**WHEREAS,** legal restrictions on abortion result in higher numbers of unsafe abortions, compelling those seeking abortions to risk their lives and health by resorting to unsafe abortion practices[1]; and

**WHEREAS,** according to the World Health Organization, 23,000 people with the capacity for pregnancy die of unsafe abortions each year; and

**WHEREAS,** people with the capacity for pregnancy across the world have fought for the right to access safe and legal abortion for decades; and

**WHEREAS,** in the United States, the 1973, *Roe v. Wade* Supreme Court decision recognized the right to receive an abortion under the 14th Amendment of the U.S. Constitution; and

**WHEREAS,** the 1992, *Planned Parenthood v. Casey* Supreme Court decision upheld the right to receive an abortion, adding that any restrictions should be evaluated under an "undue burden" standard; and

**WHEREAS,** in December of 2021, the Supreme Court of the United States heard oral arguments in *Dobbs v. Jackson Women 's Health Clinic*, concerning a Mississippi abortion law that directly challenged *Roe v. Wade*; and

**WHEREAS,** *Dobbs v. Jackson Women's Health Clinic* overruled *Roe v. Wade*; and

**WHEREAS,** millions of people with the capacity for pregnancy lost their legal right to abortion when the Supreme Court overturned *Roe v. Wade*; and

**WHEREAS,** the greatest impact of this decision will be felt by persons from marginalized groups who already face significant barriers accessing abortion care, particularly low-income people of color; and

**WHEREAS,** research published in the Duke University Press, Demography (2021) 58

[1] https://www.npr.org/sections/goatsandsoda/2022/05/27/1099739656/do-restrictive-abortion-laws-actually-reduce-abortion-a-global-map-offers-insigh

2019-2028 estimates that banning abortion in the United States may lead to a 21 percent increase in the number of pregnancy-related deaths overall and a 33 percent increase in the number of pregnancy-related deaths among non-Hispanic Black people; and

**WHEREAS,** the City of Santa Fe ("City") is committed to staunch advocacy for reproductive rights and to being a safe haven for all people seeking abortions.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the Governing Body hereby supports legislation that would codify the right to safe abortion into law and urges the State and the federal governments to take immediate action to pass legislation to this effect.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to send this resolution to the Santa Fe Legislative Delegation, the Governor of New Mexico, and the New Mexico Congressional Delegation.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

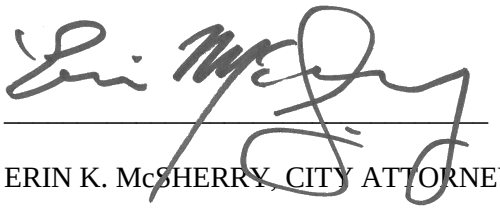
_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2022/Resolutions/Supporting a State and Federal Right to Abortion*

**FIR No. 10436**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** _____ **Resolution:** X

**Short Title(s):** Supporting State and Federal Legislation to Protect Access to a Safe Abortion

**Sponsor(s):** Mayor Alan Webber

**Reviewing Department(s):** City Attorney's Office

**Staff Completing FIR:** Andrea Salazar and Patricia Feghali **Date:** 7/13/2022 **Phone:** 955-6303

**Reviewed by City Attorney:** _____ **Date:** Jul 22, 2022

**Reviewed by Finance Director:** Alexis Lotero **Date:** Jul 25, 2022

Alexis Lotero (Jul 25, 2022 09:47 MDT)

**Summary:**
U.S. Supreme Court case, *Dobbs v. Jackson Women 's Health Clinic* recently overturned *Roe v. Wade*, eliminating the constitutionally protected right to an abortion under the U.S. Constitution. This resolution would document support by the Governing Body for legislation protecting the right in both New Mexico and the United States.

**Departments Affected:**
N/A.

**Consequences of Not Enacting Legislation:**
If the Governing Body does not adopt the resolution, the City of Santa Fe will not show support for State and federal legislation protecting access to safe abortions.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None identified.

**Performance and Administrative Implications:**
None identified.

**Fiscal Implications:**
None identified.

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

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

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**Signature:** Andrea Salazar
Andrea Salazar (Jul 25, 2022 08:56 MDT)

**Email:** asalazar@santafenm.gov

**Signature:** Patricia Feghali
Patricia Feghali (Jul 25, 2022 08:18 MDT)

**Email:** pfeghali@santafenm.gov

# City of Santa Fe New Mexico
## Memorandum

**Date:** July 29, 2022

**To:** Quality of Life Committee
Finance Committee
Governing Body

**Via:** Kyra Ochoa (Aug 1, 2022 09:13 MDT)
Kyra Ochoa, Community Health and Safety Department Director

**From:** Gino Rinaldi, Division of Senior Services Director Gino Rinaldi (Aug 1, 2022 07:31 MDT)

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**ITEM AND ISSUE:**
A RESOLUTION ADOPTING THE 2024-2028 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY SERVICES DEPARTMENT.

**BACKGROUND AND SUMMARY:**
The state-coordinated Senior Program Infrastructure Capital Improvements Plan (ICIP) establishes priorities for anticipated capital projects. It encourages entities to plan for the development of capital improvements of Senior Programs so they do not find themselves in emergency situations, but plan for, fund, and develop infrastructure at a pace that sustains their activities. In an attempt by the State to gain a full assessment of the infrastructure needs for Senior Citizen facilities, this category was added to the ICIP and requires all Senior Citizen facilities to submit an ICIP separately from their respective fiscal agent. Complying with this requirement allows Senior Services to compete for capital outlay grants from the Aging and Long Term Services Department.

Attached is the 2024-2028 ICIP for the City of Santa Fe, Division of Senior Services (DSS). As in years past, this process is completely beholden to the rules and regulation of the State Department of Finance and Administration. It includes the top ten projects for DSS for 2024-2028. The Fiscal Impact Report, which is also attached, shows no direct impact on the City of Santa Fe operating budget.

**ACTION REQUESTED:**
Request for approval of a resolution to adopt the 2024-2028 Senior ICIP.

**ATTACHMENTS:**
Resolution, FIR, 2024-2028 Senior ICIP

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 08/17/2022

Meeting Committee - Quality of Life Committee

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Chavez)
A Resolution Adopting the 2024-2028 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services, Community Health and Safety Department. (Gino Rinaldi, Senior Services Division Director: earinaldi@santafenm.gov, 955-4710; Anya Alarid, Senior Services Program Manager: aalarid@santafenm.gov, 955-4744))

**Committee Review:**
Introduced: 8/15/22 (Finance Committee)
Quality of Life Committee: 8/17/22
Governing Body: 8/31/22

Item Type - resolution

Item Owner - Gino Rinaldi

Item Sponsor - Amanda Chavez

Item Tracking Number - 22-15577

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Michael Garcia

Motion Status -

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Lee Garcia, Michael Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

Vote Abstain Names -

**VOTE SUMMARY**




Vote Absent Names - Amanda Chavez

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-____**

**INTRODUCED BY:**

,Councilor Amanda Chavez

**A RESOLUTION**

**ADOPTING THE 2024-2028 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY HEALTH AND SAFETY DEPARTMENT**

**WHEREAS,** the City of Santa Fe, New Mexico, recognizes that the financing of public capital projects is important in New Mexico and nationally; and

**WHEREAS,** it is necessary to identify financing mechanisms and maximize the use of existing resources; and

**WHEREAS,** systematic capital improvements planning helps communities define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

**WHEREAS,** this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts; and

**WHEREAS,** the capital outlay projects listed in the attached capital improvements plan are intended to improve seniors' access to various services and programs that the Division of Senior

Services provides; and

**WHEREAS,** investing in capital outlay projects for seniors is essential to meet the current and future demands of the growing aging population in the City of Santa Fe; and

**WHEREAS,** the State of New Mexico, Department of Finance and Administration requires that the City adopt a separate capital improvements plan for Senior Services, in addition to a general ICIP plan, in order to be eligible for certain State and federal funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CIY OF SANTA FE, NEW MEXICO** that

1. The City of Santa Fe hereby adopts the attached 2024-2028 Senior Infrastructure Capital Improvements Plan for the Division of Senior Services; and
2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2022.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

*Legislation/2022/Resolutions/Senior Services ICIP 2024-2028*

## Mary Ester Gonzales Senior Center (MEG)
## Project Summary

| ID | Year | Rank | Project Title | Category | Funded to date | 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost | Amount Not Yet Funded | Phases? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 31793 | 2024 | 001 | MEG Senior Center Roof Replacement | Facilities - Senior Facilities | 36,500 | 805,000 | 0 | 0 | 0 | 0 | 841,500 | 805,000 | No |
| 35925 | 2024 | 002 | MEG Senior Center Electrical System Upgrade | Facilities - Senior Facilities | 0 | 287,500 | 0 | 0 | 0 | 0 | 287,500 | 287,500 | No |
| 34814 | 2024 | 003 | New Senior Center | Facilities - Senior Facilities | 0 | 368,865 | 0 | 7,607,250 | 0 | 0 | 7,976,115 | 7,976,115 | Yes |
| 35931 | 2024 | 004 | MEG Senior Center Meals Equipment | Equipment - Senior Center Equipment | 0 | 235,630 | 0 | 0 | 0 | 0 | 235,630 | 235,630 | No |
| 34247 | 2024 | 005 | MEG Senior Center HVAC Replacement | Equipment - Senior Center Equipment | 0 | 161,000 | 0 | 0 | 0 | 0 | 161,000 | 161,000 | No |
| 34248 | 2024 | 006 | MEG Senior Center Carpet Flooring Replacement | Facilities - Senior Facilities | 0 | 103,500 | 0 | 0 | 0 | 0 | 103,500 | 103,500 | No |
| 31794 | 2024 | 007 | MEG Senior Center Landscaping | Facilities - Senior Facilities | 0 | 57,500 | 0 | 0 | 0 | 0 | 57,500 | 57,500 | No |

**Number of projects:** 7

| | Funded to date: | Year 1: | Year 2: | Year 3: | Year 4: | Year 5: | Total Project Cost: | Total Not Yet Funded: |
|---|---|---|---|---|---|---|---|---|
| **Grand Totals** | 36,500 | 2,018,995 | 0 | 7,607,250 | 0 | 0 | 9,662,745 | 9,626,245 |

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 001 **Priority:** High **ID:**31793

**Project Title:** MEG Senior Center Roof Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

**Contact Name:** Eugene Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

**Total project cost:** 841,500 **Proposed project start date:** 2023

**Project Location:** 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

**Legislative Language:** to plan, design, construct and replace existing roof at Mary Esther Gonzales Senior Center building, in the City of Santa Fe NM, in Santa Fe County

**Scope of Work:** During the 2016 Legislative session, the City of Santa Fe received funding in the amount of $36,500 which was fully executed on March 8, 2018. However, this funding would not be enough to replace the whole section of the roof which is now 40 years old, therefore more funding is needed. Scope of work includes planning, design and replacement of the 40-year old roof at the MEG Center with modified bitumen roof as per Carlisle Thermoplastic Polyolefin (TPO) 60 ML roofing system. Detailed activities consists of 1) tearing-off existing BRAI-APP roof layers; 2) cleaning and disposing of all debris; 3) preparing roof deck area for new application; 4) applying Carlisle-TPO 60 ML roofing system fully adhered with TPO bonding adhesive glue; and 5) ventilating roof and sealing all roof penetrations with NovaLink elastomeric sealant for finish. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

**Secured and Potential Funding Budget:**

**State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.**
**Please complete table below with all secured and potential funding sources.**

| Funding Source(s) | Funding Amount | Applied For? Yes or No | Amount Secured | Amt Expended to Date | Date(s) Received | Comment |
|---|---|---|---|---|---|---|
| ALTSD | 98,000 | Yes | 36,500 | 0 | 3/8/2018 | Proj begins mid Nov. |
| ALTSD | 805,000 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| TOTALS | 903,000 | | 36,500 | 0 | | |

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

# Infrastructure Capital Improvement Plan FY2024-2028

| | Completed | Funded to Date | Estimated Costs Not Yet Funded 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost |
|---|---|---|---|---|---|---|---|---|
| Water Rights | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Easements and Rights of Way | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquisition | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Archaeological Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Environmental Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Planning | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Design (Engr./Arch.) | No | 0 | 10,000 | 0 | 0 | 0 | 0 | 10,000 |
| Construction | No | 36,500 | 795,000 | 0 | 0 | 0 | 0 | 831,500 |
| Furnish/Equip/Vehicles | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTALS | | 36,500 | 805,000 | 0 | 0 | 0 | 0 | 841,500 |
| Amount Not Yet Funded | | 805,000 | | | | | | |

**PHASING BUDGET**

**Can this project be phased?** No

**Phasing:** **Stand Alone:** No **Multi-Phased:** No

**A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.**

**A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.**

**If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.**

| Phase | Amount | Plan | Design | Construct | Furnish/Equip/Vehicles | Other (Wtr Rights, Easements, Acq) | # Mos to Complete |
|---|---|---|---|---|---|---|---|
| 1 | 0 | No | No | No | No | No | 0 |
| 2 | 0 | No | No | No | No | No | 0 |
| 3 | 0 | No | No | No | No | No | 0 |
| 4 | 0 | No | No | No | No | No | 0 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 5 | 0 | No | No | No | No | No | 0 |
| TOTAL | 0 | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Has your local government/agency budgeted for operating expenses for the project when it is completed? | Yes | | | | | |
| If no, please explain why: | | | | | | |
| ANNUAL OPERATING BUDGET | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| Annual Operating Expenses plus Debt Service | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |
| Annual Operating Revenues | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |

**Does the project lower operating costs?** Yes

**If yes, please explain and provide estimates of operating savings** Cost of repairing leaking, old roof over and over again is expensive.

**Entities who will assume the following responsibilites for this project:**

| | Fiscal Agent: | Own: | Operate: | Own Land: | Own Asset: | Maintain: |
|---|---|---|---|---|---|---|
| | City of Santa Fe | City of Santa Fe | Senior Services, City of Santa Fe | City of Santa Fe | City of Santa Fe | Senior Services, City of Santa Fe |
| **Lease/operating agreement in place?** | No | No | | No | No | No |

**More detailed information on project.**

**(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 16 years or more

**(b) Has the project had public input and buy-in?** Yes

**(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

**(d) Regionalism - Does the project directly benefit an entity other than itself?** Yes

**If yes, please list the other entity.** ALTSD and DOH.

**(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

**Please explain.** If funded, ALTSD will require DSS to submit monthly reports on the status of the project. DSS is also required to obtain a Notice of Obligation before funds can be expended.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** Healthier older adults cost less to Medicare and Medicaid programs.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** All senior City residents numbering 21,041 based on 2015 US Census Bureau have the opportunity to benefit from various programs and services DSS provides.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)** Health-Yes Safety-Yes Liability-Yes
Potential slip and fall liability due to roof leaks and potential mold issues if leaks go undetected in the sub-ceiling area.

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 002 **Priority:** High **ID:**35925

**Project Title:** MEG Senior Center Electrical System Upgrade **Class:** New **Type/Subtype:** Facilities - Senior Facilities

**Contact Name:** Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

**Total project cost:** 287,500 **Proposed project start date:** 2023

**Project Location:** 1121 Alto St., Santa Fe, NM Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

**Legislative Language:** to plan, design, construct and upgrade the electrical system at the Mary Esther Gonzales Senior Center in the City of Santa Fe in Santa Fe County

**Scope of Work:** Construct a new infrastructure to accommodate an additional service at 480 V. This will include an installation of a new transformer (480 V to 120/208 V; 600 A 3 phase transformer), a new meter and a second MDP for distribution purposes.

**Secured and Potential Funding Budget:**

**State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.**

**Please complete table below with all secured and potential funding sources.**

| Funding Source(s) | Funding Amount | Applied For? Yes or No | Amount Secured | Amt Expended to Date | Date(s) Received | Comment |
|---|---|---|---|---|---|---|
| ALTSD | 287,500 | Yes | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| TOTALS | 287,500 | | 0 | 0 | | |

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

| | Completed | Funded to Date | Estimated Costs Not Yet Funded 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost |
|---|---|---|---|---|---|---|---|---|
| Water Rights | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Easements and Rights of Way | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquisition | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Archaeological Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Environmental Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Planning | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Design (Engr./Arch.) | No | 0 | 25,000 | 0 | 0 | 0 | 0 | 25,000 |
| Construction | No | 0 | 262,500 | 0 | 0 | 0 | 0 | 262,500 |
| Furnish/Equip/Vehicles | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTALS | | 0 | 287,500 | 0 | 0 | 0 | 0 | 287,500 |
| | Amount Not Yet Funded | 287,500 | | | | | | |

**PHASING BUDGET**

**Can this project be phased?** No

**Phasing:** **Stand Alone:** Yes **Multi-Phased:** No

**A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.**

**A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.**

**If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.**

| Phase | Amount | Plan | Design | Construct | Furnish/Equip/Vehicles | Other (Wtr Rights, Easements, Acq) | # Mos to Complete |
|---|---|---|---|---|---|---|---|
| 1 | 0 | No | No | No | No | No | 0 |
| 2 | 0 | No | No | No | No | No | 0 |
| 3 | 0 | No | No | No | No | No | 0 |
| 4 | 0 | No | No | No | No | No | 0 |
| 5 | 0 | No | No | No | No | No | 0 |
| TOTAL | 0 | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Has your local government/agency budgeted for operating expenses for the project when it is completed? | Yes | | | | | |
| If no, please explain why: | | | | | | |
| ANNUAL OPERATING BUDGET | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| Annual Operating Expenses plus Debt Service | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |
| Annual Operating Revenues | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |

**Does the project lower operating costs?** No

**If yes, please explain and provide estimates of operating savings** Not applicable.

**Entities who will assume the following responsibilites for this project:**

| | Fiscal Agent: | Own: | Operate: | Own Land: | Own Asset: | Maintain: |
|---|---|---|---|---|---|---|
| | City of Santa Fe | City of Santa Fe | City of Santa Fe | City of Santa Fe | City of Santa Fe | City of Santa Fe |
| Lease/operating agreement in place? | No | No | | No | No | No |

**More detailed information on project.**

**(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 16 years or more

**(b) Has the project had public input and buy-in?** Yes

**(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

**(d) Regionalism - Does the project directly benefit an entity other than itself?** Yes

**If yes, please list the other entity.** County of Santa Fe

**(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

**Please explain.** Every capital infrastructure project that Senior Services administers, the contractor is asked for work schedule based on approved Scope of Work submitted to ALTSD which the contractor adheres to.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** The project indirectly advances the region's economy by maintaining the health of the Seniors. Participating in activities at Senior Centers reduces isolation and loneliness among Seniors.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** Potentially, all Senior citizens residing in Santa Fe (21,401) could benefit from the project. In addition, hundreds of caregivers would also benefit from the project.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)** If the electrical system is not upgraded, the electrical snowmelt system installed at back parking lot could not be operated posing danger (i.e. slip & falls) to staff & clients in winter season.

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 003 **Priority:** High **ID:**34814

**Project Title:** New Senior Center **Class:** New **Type/Subtype:** Facilities - Senior Facilities

**Contact Name:** Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

**Total project cost:** 7,976,115 **Proposed project start date:** 2021

**Project Location:** 1121 Alto Street Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

**Legislative Language:** to plan, design, and construct a new Senior Center to serve the growing Senior population residing in the City of Santa Fe NM, in Santa Fe County

**Scope of Work:** 1) As part of planning process, to conduct a feasibility study of building a new senior center within the City of Santa Fe. 2) If deemed feasible, produce architectural plans and design including architectural drawings and specifications. 3) Construct the new Senior Center according to architectural specifications and code. 4) Parking and landscaping. 5) Outdoor amenities.

**Secured and Potential Funding Budget:**

**State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.**

**Please complete table below with all secured and potential funding sources.**

| Funding Source(s) | Funding Amount | Applied For? Yes or No | Amount Secured | Amt Expended to Date | Date(s) Received | Comment |
|---|---|---|---|---|---|---|
| ALTSD | 7,607,250 | No | 0 | 0 | | |
| ALTSD | 368,865 | Yes | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| TOTALS | 7,976,115 | | 0 | 0 | | |

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

| | Completed | Funded to Date | Estimated Costs Not Yet Funded 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost |
|---|---|---|---|---|---|---|---|---|
| Water Rights | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Easements and Rights of Way | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquisition | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Archaeological Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Environmental Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Planning | No | 0 | 10,000 | 0 | 0 | 0 | 0 | 10,000 |
| Design (Engr./Arch.) | No | 0 | 358,865 | 0 | 0 | 0 | 0 | 358,865 |
| Construction | No | 0 | 0 | 0 | 7,607,250 | 0 | 0 | 7,607,250 |
| Furnish/Equip/Vehicles | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTALS | | 0 | 368,865 | 0 | 7,607,250 | 0 | 0 | 7,976,115 |
| | Amount Not Yet Funded | 7,976,115 | | | | | | |

**PHASING BUDGET**

**Can this project be phased?** Yes

**Phasing:** **Stand Alone:** No **Multi-Phased:** Yes

**A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.**

**A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.**

**If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.**

| Phase | Amount | Plan | Design | Construct | Furnish/Equip/Vehicles | Other (Wtr Rights, Easements, Acq) | # Mos to Complete |
|---|---|---|---|---|---|---|---|
| 1 | 368,865 | Yes | Yes | No | No | No | 6 |
| 2 | 7,607,250 | No | No | Yes | No | No | 12 |
| 3 | 0 | No | No | No | No | No | 0 |
| 4 | 0 | No | No | No | No | No | 0 |
| 5 | 0 | No | No | No | No | No | 0 |
| TOTAL | 7,976,115 | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Has your local government/agency budgeted for operating expenses for the project when it is completed? | | | | No | | |
| If no, please explain why: | This is a proposed new facility. | | | | | |
| ANNUAL OPERATING BUDGET | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| Annual Operating Expenses plus Debt Service | 0 | 0 | 0 | 0 | 0 | 0 |
| Annual Operating Revenues | 0 | 0 | 0 | 0 | 0 | 0 |

**Does the project lower operating costs?** No

**If yes, please explain and provide estimates of operating savings**

**Entities who will assume the following responsibilites for this project:**

| | Fiscal Agent: | Own: | Operate: | Own Land: | Own Asset: | Maintain: |
|---|---|---|---|---|---|---|
| | City of Santa Fe | City of Santa Fe | Senior Services, City of Santa Fe | City of Santa Fe | City of Santa Fe | Senior Services, City of Santa Fe |
| Lease/operating agreement in place? | No | No | | No | No | No |

**More detailed information on project.**

**(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 16 years or more

**(b) Has the project had public input and buy-in?** Yes

**(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

**(d) Regionalism - Does the project directly benefit an entity other than itself?** Yes

**If yes, please list the other entity.** ALTSD because we carry out part of their mandate. Also, Santa Fe Civic Housing Authority.

**(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

**Please explain.** If funded, ALTSD will require DSS to submit monthly reports on the status of the project. In addition, ALTSD requires obtaining Notice of Obligation before DSS can start expending.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** If this facility is built, it will require additional City staff working full-time and/or part-time. It may also offer more jobs to Seniors through Senior Employment Program.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** The project would potentially benefit 21,401 seniors residing in Santa Fe City based on 2015 US Census.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)** If built, it will follow all OSHA safety standards, ADA requirements, and comply with applicable local, state and federal laws and regulations.

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 004 **Priority:** High **ID:**35931

**Project Title:** MEG Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

**Contact Name:** Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

**Total project cost:** 235,630 **Proposed project start date:** 2023

**Project Location:** 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

**Legislative Language:** to plan, design, purchase and install meals equipment Mary Esther Gonzales Senior Center in city of Santa Fe in Santa Fe County

**Scope of Work:** Plan and design , purchase and install meals equipment to include a hot/cold steam serving table, a dishwasher, 2 convection double ovens, 2 steamers, and a salad bar that is ADA accessible.

**Secured and Potential Funding Budget:**

**State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.**

**Please complete table below with all secured and potential funding sources.**

| Funding Source(s) | Funding Amount | Applied For? Yes or No | Amount Secured | Amt Expended to Date | Date(s) Received | Comment |
|---|---|---|---|---|---|---|
| ALTSD | 235,630 | Yes | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| TOTALS | 235,630 | | 0 | 0 | | |

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

| | Completed | Funded to Date | Estimated Costs Not Yet Funded 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost |
|---|---|---|---|---|---|---|---|---|
| Water Rights | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Easements and Rights of Way | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Acquisition | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Archaeological Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Environmental Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Planning | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Design (Engr./Arch.) | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Construction | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Furnish/Equip/Vehicles | No | 0 | 235,630 | 0 | 0 | 0 | 0 | 235,630 |
| TOTALS | | 0 | 235,630 | 0 | 0 | 0 | 0 | 235,630 |
| | Amount Not Yet Funded | 235,630 | | | | | | |

**PHASING BUDGET**

**Can this project be phased?** No

**Phasing:** **Stand Alone:** Yes **Multi-Phased:** No

**A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.**

**A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.**

**If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.**

| Phase | Amount | Plan | Design | Construct | Furnish/Equip/Vehicles | Other (Wtr Rights, Easements, Acq) | # Mos to Complete |
|---|---|---|---|---|---|---|---|
| 1 | 0 | No | No | No | No | No | 0 |
| 2 | 0 | No | No | No | No | No | 0 |
| 3 | 0 | No | No | No | No | No | 0 |
| 4 | 0 | No | No | No | No | No | 0 |
| 5 | 0 | No | No | No | No | No | 0 |
| TOTAL | 0 | | | | | | |

# Infrastructure Capital Improvement Plan FY2024-2028

| | | | | | | |
|---|---|---|---|---|---|---|
| Has your local government/agency budgeted for operating expenses for the project when it is completed? | Yes | | | | | |
| If no, please explain why: | | | | | | |
| ANNUAL OPERATING BUDGET | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| Annual Operating Expenses plus Debt Service | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |
| Annual Operating Revenues | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |

**Does the project lower operating costs?** Yes

**If yes, please explain and provide estimates of operating savings** The current steam table and salad bar are falling apart and costing too much money to repair.

**Entities who will assume the following responsibilites for this project:**

| | Fiscal Agent: | Own: | Operate: | Own Land: | Own Asset: | Maintain: |
|---|---|---|---|---|---|---|
| | City of Santa Fe | Senior Services, City of Santa Fe | Senior Services, City of Santa Fe | City of Santa Fe | Senior Services, City of Santa Fe | Senior Services, City of Santa Fe |
| **Lease/operating agreement in place?** | No | No | | No | No | No |

## More detailed information on project.

**(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 10-15 years

**(b) Has the project had public input and buy-in?** Yes

**(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

**(d) Regionalism - Does the project directly benefit an entity other than itself?** Yes

**If yes, please list the other entity.** NMAAA, ALTSD

**(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

**Please explain.** If the project is funded via ALTSD, a detailed scope of work (including schedule & budget) has to be submitted to Capital Outlay Bureau & we need to adhere to it.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** The salad bar encourages seniors to eat healthy & healthy seniors volunteer their time & energy in many organizations like MEG. Seniors volunteering in Santa Fe worth more than $1M.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** Seniors control 80% of US aggregate net worth thus they spend more than any other age group. Healthy seniors has more money to spend that benefits everyone of working age.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)** The new hot/cold steam table & salad bar can maintain the correct temperature of food served at MEG cafeteria.

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 005 **Priority:** High **ID:**34247

**Project Title:** MEG Senior Center HVAC Replacement **Class:** Replace Existing **Type/Subtype:** Equipment - Senior Center Equipment

**Contact Name:** Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

**Total project cost:** 161,000 **Proposed project start date:** 2023

**Project Location:** 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

**Legislative Language:** to purchase, replace, equip and install HVAC units at Mary Esther Gonzales Senior Center in the City of Santa Fe in Santa Fe county

**Scope of Work:** Purchase, replace, equip and install four (5) HVAC units at the Mary Esther Gonzales Senior Center. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

**Secured and Potential Funding Budget:**

**State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.**

**Please complete table below with all secured and potential funding sources.**

| Funding Source(s) | Funding Amount | Applied For? Yes or No | Amount Secured | Amt Expended to Date | Date(s) Received | Comment |
|---|---|---|---|---|---|---|
| ALTSD | 161,000 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| TOTALS | 161,000 | | 0 | 0 | | |

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

| | Completed | Funded to Date | Estimated Costs Not Yet Funded 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost |
|---|---|---|---|---|---|---|---|---|
| Water Rights | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Easements and Rights of Way | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquisition | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Archaeological Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Environmental Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Planning | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Design (Engr./Arch.) | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Construction | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Furnish/Equip/Vehicles | No | 0 | 161,000 | 0 | 0 | 0 | 0 | 161,000 |
| TOTALS | | 0 | 161,000 | 0 | 0 | 0 | 0 | 161,000 |
| | Amount Not Yet Funded | 161,000 | | | | | | |

**PHASING BUDGET**

**Can this project be phased?** No

**Phasing:** **Stand Alone:** No **Multi-Phased:** No

**A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.**

**A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.**

**If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.**

| Phase | Amount | Plan | Design | Construct | Furnish/Equip/Vehicles | Other (Wtr Rights, Easements, Acq) | # Mos to Complete |
|---|---|---|---|---|---|---|---|
| 1 | 0 | No | No | No | No | No | 0 |
| 2 | 0 | No | No | No | No | No | 0 |
| 3 | 0 | No | No | No | No | No | 0 |
| 4 | 0 | No | No | No | No | No | 0 |
| 5 | 0 | No | No | No | No | No | 0 |
| TOTAL | 0 | | | | | | |

# Infrastructure Capital Improvement Plan FY2024-2028

| | | | | | | |
|---|---|---|---|---|---|---|
| Has your local government/agency budgeted for operating expenses for the project when it is completed? | Yes | | | | | |
| If no, please explain why: | | | | | | |
| ANNUAL OPERATING BUDGET | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| Annual Operating Expenses plus Debt Service | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |
| Annual Operating Revenues | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |

**Does the project lower operating costs?** Yes

**If yes, please explain and provide estimates of operating savings** Constant repair of these units has become prohibitive. Also, when the units are down, we cannot serve food at the cafeteria because it's too hot which is dangerous to seniors' health & safety.

**Entities who will assume the following responsibilites for this project:**

| | Fiscal Agent: | Own: | Operate: | Own Land: | Own Asset: | Maintain: |
|---|---|---|---|---|---|---|
| | City of Santa Fe | City of Santa Fe | Senior Services, City of Santa Fe | City of Santa Fe | Senior Services, City of Santa Fe | Senior Services, City of Santa Fe |
| Lease/operating agreement in place? | No | No | | No | No | No |

**More detailed information on project.**

**(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 10-15 years

**(b) Has the project had public input and buy-in?** Yes

**(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

**(d) Regionalism - Does the project directly benefit an entity other than itself?** Yes

**If yes, please list the other entity.** ALTSD as we carry out part of their mandate.

**(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

**Please explain.** If funded, ALTSD will require DSS to submit monthly reports on the status of the project. They will also require DSS to obtain a Notice of Obligation before funds can be expended.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** The congregate meals DSS provides 5 days a week has both direct and indirect impact to the regional economy which may be discontinued if our HVACs malfunction

or stop working.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** The project has the potential to benefit 21,401 senior citizens residing in City of Santa Fe based on US Census Bureau.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)** Yes, especially when room temperature doesn't meet OSHA recommended workplace temperature of not lower than 68F (Winter) & not higher than 78F (Summer) for institutional buildings.

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 006 **Priority:** High **ID:**34248

**Project Title:** MEG Senior Center Carpet Flooring Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

**Contact Name:** Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

**Total project cost:** 10,350,000 **Proposed project start date:** 2023

**Project Location:** 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685543 **Longitude:** -105.961347

**Legislative Language:** To purchase, replace and install new carpets at the Mary Esther Gonzales Senior Center, in the City of Santa Fe NM, in Santa Fe County.

**Scope of Work:** Purchase, replace and install carpeting at Mary Esther Gonzales Senior Center with a 10-year abrasion resistant and a 20-year stain resistant carpet fiber. Work includes: 1) removing and disposing of existing carpet and cove base (approximately 10,000 sq ft); preparing substrate for application of new carpet/ cove base; and 3) installing the new carpet/cove base. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

**Secured and Potential Funding Budget:**

**State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.**

**Please complete table below with all secured and potential funding sources.**

| Funding Source(s) | Funding Amount | Applied For? Yes or No | Amount Secured | Amt Expended to Date | Date(s) Received | Comment |
|---|---|---|---|---|---|---|
| ALTSD | 10,350,000 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| TOTALS | 10,350,000 | | 0 | 0 | | |

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

| | | | Estimated Costs Not Yet Funded | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Completed | Funded to Date | 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Water Rights | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Easements and Rights of Way | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquisition | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Archaeological Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Environmental Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Planning | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Design (Engr./Arch.) | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Construction | No | 0 | 10,350,000 | 0 | 0 | 0 | 0 | 10,350,000 |
| Furnish/Equip/Vehicles | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTALS | | 0 | 10,350,000 | 0 | 0 | 0 | 0 | 10,350,000 |
| | Amount Not Yet Funded | 10,350,000 | | | | | | |

**PHASING BUDGET**

**Can this project be phased?** No

**Phasing:** **Stand Alone:** No **Multi-Phased:** No

**A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.**

**A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.**

**If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.**

| Phase | Amount | Plan | Design | Construct | Furnish/Equip/Vehicles | Other (Wtr Rights, Easements, Acq) | # Mos to Complete |
|---|---|---|---|---|---|---|---|
| 1 | 0 | No | No | No | No | No | 0 |
| 2 | 0 | No | No | No | No | No | 0 |
| 3 | 0 | No | No | No | No | No | 0 |
| 4 | 0 | No | No | No | No | No | 0 |
| 5 | 0 | No | No | No | No | No | 0 |
| TOTAL | 0 | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Has your local government/agency budgeted for operating expenses for the project when it is completed? | | | | Yes | | |
| If no, please explain why: | | | | | | |
| ANNUAL OPERATING BUDGET | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| Annual Operating Expenses plus Debt Service | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |
| Annual Operating Revenues | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |

**Does the project lower operating costs?** Yes

**If yes, please explain and provide estimates of operating savings** Maintenance costs would be much less.

**Entities who will assume the following responsibilites for this project:**

| | Fiscal Agent: | Own: | Operate: | Own Land: | Own Asset: | Maintain: |
|---|---|---|---|---|---|---|
| | City of Santa Fe | City of Santa Fe | City of Santa Fe | City of Santa Fe | City of Santa Fe | City of Santa Fe |
| Lease/operating agreement in place? | No | No | | No | No | No |

**More detailed information on project.**

**(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 1-9 years

**(b) Has the project had public input and buy-in?** Yes

**(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

**(d) Regionalism - Does the project directly benefit an entity other than itself?** Yes

**If yes, please list the other entity.** This project is completed as soon as the carpeting is replaced.

**(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

**Please explain.** The City of Santa Fe follows the NM State Purchasing Procurement Code and Senior Services along with Public Works oversee the project from start to finish.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** All services we provide at Mary Esther Gonzales Senior Center are supported by the County of Santa Fe as we act as their secondary provider for residents of County of Santa Fe.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** The project could potentially benefit 21,401 senior citizens residing within the City of

Santa Fe ba

| | |
|---|---|
| **(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** | Yes |
| **If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)** | A 2013 study on fall injuries in adults associated with rugs & carpets reveal that 54.2% of older adults treated in US' Emergency Depts. for falls are due to damaged carpets. |

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 007 **Priority:** High **ID:**31794

**Project Title:** MEG Senior Center Landscaping **Class:** New **Type/Subtype:** Facilities - Senior Facilities

**Contact Name:** Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

**Total project cost:** 57,500 **Proposed project start date:** 2022

**Project Location:** 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

**Legislative Language:** To plan, design, and construct landscaped spaces/areas that offer extensive recreational opportunities for seniors using the Mary Esther Gonzales Senior Center in the City of Santa Fe NM, in Santa Fe County.

**Scope of Work:** 1) Planning, design & budgeting; 2) ground preparation (removing grass, rocks or debris, leveling the ground, amending the soil, etc.); 3) installation of landscape elements (fences, patios, ADA walkways & retaining walls); 4) planting; and 5) installation of outdoor furnishings.

**Secured and Potential Funding Budget:**

**State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.**

**Please complete table below with all secured and potential funding sources.**

| Funding Source(s) | Funding Amount | Applied For? Yes or No | Amount Secured | Amt Expended to Date | Date(s) Received | Comment |
|---|---|---|---|---|---|---|
| ALTSD | 57,500 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| TOTALS | 57,500 | | 0 | 0 | | |

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

| | | | Estimated Costs Not Yet Funded | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Completed | Funded to Date | 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost |
| | N/A | | | | | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Water Rights | | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Easements and Rights of Way | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Acquisition | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Archaeological Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Environmental Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Planning | No | 0 | 7,762.5 | 0 | 0 | 0 | 0 | 7,762.5 |
| Design (Engr./Arch.) | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Construction | No | 0 | 49,737.5 | 0 | 0 | 0 | 0 | 49,737.5 |
| Furnish/Equip/Vehicles | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| TOTALS | | 0 | 57,500 | 0 | 0 | 0 | 0 | 57,500 |
| | Amount Not Yet Funded | 57,500 | | | | | | |

**PHASING BUDGET**

**Can this project be phased?** No

**Phasing:** **Stand Alone:** Yes **Multi-Phased:** No

**A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.**

**A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.**

**If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.**

| Phase | Amount | Plan | Design | Construct | Furnish/Equip/Vehicles | Other (Wtr Rights, Easements, Acq) | # Mos to Complete |
|---|---|---|---|---|---|---|---|
| 1 | 0 | No | No | No | No | No | 0 |
| 2 | 0 | No | No | No | No | No | 0 |
| 3 | 0 | No | No | No | No | No | 0 |
| 4 | 0 | No | No | No | No | No | 0 |
| 5 | 0 | No | No | No | No | No | 0 |
| TOTAL | 0 | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Has your local government/agency budgeted for operating expenses for the project when it is completed? | | | | | Yes | |
| If no, please explain why: | | | | | | |
| ANNUAL OPERATING BUDGET | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| Annual Operating Expenses plus Debt Service | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |
| Annual Operating Revenues | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |

**Does the project lower operating costs?** No

**If yes, please explain and provide estimates of operating savings**

**Entities who will assume the following responsibilites for this project:**

| | Fiscal Agent: | Own: | Operate: | Own Land: | Own Asset: | Maintain: |
|---|---|---|---|---|---|---|
| | City of Santa Fe | City of Santa Fe | Senior Services, City of Santa Fe | City of Santa Fe | City of Santa Fe | Senior Services, City of Santa Fe |
| **Lease/operating agreement in place?** | No | No | | No | No | No |

**More detailed information on project.**

**(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 16 years or more

**(b) Has the project had public input and buy-in?** Yes

**(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

**(d) Regionalism - Does the project directly benefit an entity other than itself?** Yes

**If yes, please list the other entity.** Parks and Recreation,

**(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

**Please explain.** The City of Santa Fe follows the NM State Purchasing Procurement Code and Senior Services along with Public Works oversee the project from start to finish.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** Beautiful landscaping will increase property values of surrounding neighborhoods. Might attract tourists to move to Santa Fe and 2nd homeowners to live permanently in Santa Fe.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** Everyone will benefit living in areas with attractive green spaces to recreate, walk, breathe in fresh air, contemplate and relax.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** No

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)**

# Infrastructure Capital Improvement Plan F2024-2028

## Luisa Senior Center c/o Esther Reyes
## Project Summary

| ID | Year | Rank | Project Title | Category | Funded to date | 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost | Amount Not Yet Funded | Phases? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 38774 | 2024 | 001 | Luisa Senior Center Meals Equipment | Equipmcnt - Senior Center Equipment | 0 | 22,088.17 | 0 | 0 | 0 | 0 | 22,088.17 | 22,088.17 | No |

**Number of projects:** 1

| | Funded to date: | Year 1: | Year 2: | Year 3: | Year 4: | Year 5: | Total Project Cost: | Total Not Yet Funded: |
|---|---|---|---|---|---|---|---|---|
| **Grand Totals** | 0 | 22,088.17 | 0 | 0 | 0 | 0 | 22,088.17 | 22,088.17 |

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 001 **Priority:** High **ID:**38774

**Project Title:** Luisa Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

**Contact Name:** Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

**Total project cost:** 22,088.17 **Proposed project start date:**

**Project Location:** 1500 Luisa Street Santa Fe NM 87505 **Latitude:** **Longitude:**

**Legislative Language:** to plan, design, purchase, and install one gas convection oven for the Luisa Senior Center kitchen in City of Santa Fe NM, in Santa Fe County

**Scope of Work:** 1) Plan and design the location of convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

**Secured and Potential Funding Budget:**

**State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.**

**Please complete table below with all secured and potential funding sources.**

| Funding Source(s) | Funding Amount | Applied For? Yes or No | Amount Secured | Amt Expended to Date | Date(s) Received | Comment |
|---|---|---|---|---|---|---|
| ALTSD | 22,088.17 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| TOTALS | 22,088.17 | | 0 | 0 | | |

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

| | Completed | Funded to Date | Estimated Costs Not Yet Funded 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost |
|---|---|---|---|---|---|---|---|---|
| Water Rights | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Easements and Rights of Way | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Acquisition | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Archaeological Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Environmental Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Planning | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Design (Engr./Arch.) | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Construction | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Furnish/Equip/Vehicles | N/A | 0 | 22,088.17 | 0 | 0 | 0 | 0 | 22,088.17 |
| TOTALS | | 0 | 22,088.17 | 0 | 0 | 0 | 0 | 22,088.17 |
| | Amount Not Yet Funded | 22,088.17 | | | | | | |

**PHASING BUDGET**

**Can this project be phased?** No

**Phasing:** **Stand Alone:** Yes **Multi-Phased:** No

**A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.**

**A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.**

**If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.**

| Phase | Amount | Plan | Design | Construct | Furnish/Equip/Vehicles | Other (Wtr Rights, Easements, Acq) | # Mos to Complete |
|---|---|---|---|---|---|---|---|
| 1 | 0 | No | No | No | No | No | 0 |
| 2 | 0 | No | No | No | No | No | 0 |
| 3 | 0 | No | No | No | No | No | 0 |
| 4 | 0 | No | No | No | No | No | 0 |
| 5 | 0 | No | No | No | No | No | 0 |
| TOTAL | 0 | | | | | | |

# Infrastructure Capital Improvement Plan FY2024-2028

| | | | | | | |
|---|---|---|---|---|---|---|
| Has your local government/agency budgeted for operating expenses for the project when it is completed? | Yes | | | | | |
| If no, please explain why: | | | | | | |
| ANNUAL OPERATING BUDGET | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| Annual Operating Expenses plus Debt Service | 308,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 15,540,230 |
| Annual Operating Revenues | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |

**Does the project lower operating costs?** Yes

**If yes, please explain and provide estimates of operating savings** The current convection oven is at the end of its life cycle and will cost too much money to repair.

**Entities who will assume the following responsibilites for this project:**

| | Fiscal Agent: | Own: | Operate: | Own Land: | Own Asset: | Maintain: |
|---|---|---|---|---|---|---|
| | City of Santa Fe | | | | | |
| Lease/operating agreement in place? | Yes | Yes | | Yes | Yes | Yes |

**More detailed information on project.**

**(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 10-15 years

**(b) Has the project had public input and buy-in?** Yes

**(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

**(d) Regionalism - Does the project directly benefit an entity other than itself?** Yes

**If yes, please list the other entity.** NMAAA, ALTSD

**(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

**Please explain.** If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** The item will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than $1M.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** Seniors control 80% of US aggregate net worth thus they spend more money than other

age groups. Healthy seniors have more money to spend which in turn benefits all working age groups.

**(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)** Without the new equipment we would not be able to serve at this meal site. Approximately 116 seniors who are unable to drive or travel outside of their homes are served at this meal site.

## Pasatiempo Senior Center
## Project Summary

| ID | Year | Rank | Project Title | Category | Funded to date | 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost | Amount Not Yet Funded | Phases? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 38771 | 2024 | 001 | Pasatiempo Senior Center Meals Equipment | Equipment - Senior Center Equipment | 0 | 65,805.297 | 0 | 0 | 0 | 0 | 65,805.297 | 65,805.297 | No |

**Number of projects:** 1

| | Funded to date: | Year 1: | Year 2: | Year 3: | Year 4: | Year 5: | Total Project Cost: | Total Not Yet Funded: |
|---|---|---|---|---|---|---|---|---|
| **Grand Totals** | 0 | 65,805.297 | 0 | 0 | 0 | 0 | 65,805.297 | 65,805.297 |

# Infrastructure Capital Improvement Plan FY2024-2028

## ICIP Capital Project Description

**Year/Rank** 2024 001 **Priority:** High **ID:**38771

**Project Title:** Pasatiempo Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

**Contact Name:** Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

**Total project cost:** 65,805.297 **Proposed project start date:** 2023

**Project Location:** 664 Alta Vista Santa Fe NM 87505 **Latitude:** **Longitude:**

**Legislative Language:** to plan, design, purchase, and install one dishwasher and one convection oven (double decked with 2 quick disconnect with restraining devices) in City of Santa Fe NM, in Santa Fe County

**Scope of Work:** 1) Plan and design location of dishwasher and convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

**Secured and Potential Funding Budget:**

**State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.**

**Please complete table below with all secured and potential funding sources.**

| Funding Source(s) | Funding Amount | Applied For? Yes or No | Amount Secured | Amt Expended to Date | Date(s) Received | Comment |
|---|---|---|---|---|---|---|
| ALTSD | 65,805.297 | Yes | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| | 0 | No | 0 | 0 | | |
| TOTALS | 65,805.297 | | 0 | 0 | | |

**Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.**

| | Completed | Funded to Date | Estimated Costs Not Yet Funded 2024 | 2025 | 2026 | 2027 | 2028 | Total Project Cost |
|---|---|---|---|---|---|---|---|---|
| Water Rights | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Easements and Rights of Way | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Acquisition | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Archaeological Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Environmental Studies | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Planning | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Design (Engr./Arch.) | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Construction | N/A | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Furnish/Equip/Vehicles | N/A | 0 | 65,805.297 | 0 | 0 | 0 | 0 | 65,805.297 |
| TOTALS | | 0 | 65,805.297 | 0 | 0 | 0 | 0 | 65,805.297 |
| | Amount Not Yet Funded | 65,805.297 | | | | | | |

**PHASING BUDGET**

**Can this project be phased?** No

**Phasing:** **Stand Alone:** Yes **Multi-Phased:** No

**A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.**

**A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.**

**If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.**

| Phase | Amount | Plan | Design | Construct | Furnish/Equip/Vehicles | Other (Wtr Rights, Easements, Acq) | # Mos to Complete |
|---|---|---|---|---|---|---|---|
| 1 | 0 | No | No | No | No | No | 0 |
| 2 | 0 | No | No | No | No | No | 0 |
| 3 | 0 | No | No | No | No | No | 0 |
| 4 | 0 | No | No | No | No | No | 0 |
| 5 | 0 | No | No | No | No | No | 0 |
| TOTAL | 0 | | | | | | |

# EXHIBIT B

## Infrastructure Capital Improvement Plan FY2024-2028

| | | | | | | |
|---|---|---|---|---|---|---|
| Has your local government/agency budgeted for operating expenses for the project when it is completed? | | | | | Yes | |
| If no, please explain why: | | | | | | |
| ANNUAL OPERATING BUDGET | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | TOTAL |
| Annual Operating Expenses plus Debt Service | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |
| Annual Operating Revenues | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 3,808,046 | 19,040,230 |

**Does the project lower operating costs?** Yes

**If yes, please explain and provide estimates of operating savings** The current dishwasher and convection oven is at the end of its life cycle and will cost too much money to repair.

**Entities who will assume the following responsibilites for this project:**

| | Fiscal Agent: | Own: | Operate: | Own Land: | Own Asset: | Maintain: |
|---|---|---|---|---|---|---|
| | City of Santa Fe | | | | | |
| Lease/operating agreement in place? | Yes | Yes | | Yes | Yes | Yes |

**More detailed information on project.**

**(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement?** 10-15 years

**(b) Has the project had public input and buy-in?** Yes

**(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele?** Yes

**(d) Regionalism - Does the project directly benefit an entity other than itself?** Yes

**If yes, please list the other entity.** NMAAA, ALTSD.

**(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget?** Yes

**Please explain.** If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.

**(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy?** Yes

**If yes, please explain.** The items will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than $1M.

**(g) Does the project benefit all citizens within a recognized region, district or political subdivision?** Yes

**If yes, please explain and provide the number of people that will benefit from the project.** Seniors control 80% of US aggregate net worth thus they spend more money than any

other age group. Healthy seniors have more money to spend which in turn benefits all working age groups.

**(h) Does the project climinate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.** Yes

**If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)** Without the new equipment we would not be able to serve at this meal site. Approx. 76 seniors who are unable to drive or travel outside of their homes are served at this meal site.

**FIR No. 10445**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** _____ **Resolution:** X

**Short Title(s):** Senior Services ICIP 2024-2028

**Sponsor(s):** Councilor Chavez

**Reviewing Department(s):** Senior Services

**Staff Completing FIR:** Anya Alarid GC **Date:** 08/08/2022 **Phone:** 505-955-4744

**Reviewed by City Attorney:** [signature] **Date:** Aug 12, 2022

**Reviewed by Finance Director:** Alexis Lotero Alexis Lotero (Aug 15, 2022 09:29 MDT) **Date:** 8/15/22

**Summary:**
The purpose of the resolution is to adopt the 2024-2028 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services.

**Departments Affected:**
Community Health and Safety Department

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, the Division of Senior Services would not be able to apply for State General Obligation Bond and Severance Tax Bond funds. In addition, the Division would not be in compliance with Department of Finance Authority's Policies, Rules, and Regulations.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None identified.

**Performance and Administrative Implications:**
Adopting this resolution allows the Division of Senior Services to apply for General Obligation Bond and Severance Tax Bond funds from the State.

**Fiscal Implications:**
None identified.

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | |
| Total: | $ | $ | $ | | | | $ |
| | | | | | | | $ |

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

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

Revenue sources will be a combination of State and Federal funds. Our intent is to apply for the grants in order to fund the projects.

**Signature:** Anya Alarid (Aug 12, 2022 08:50 MDT)

**Email:** aalarid@santafenm.gov

# City of Santa Fe, New Mexico
## Memorandum

**Date:** August 26, 2022

**To:** Quality of Life Committee and Governing Body,

**From:** Maria E. Tucker, Director of Community Services MT

**Via:** Kyra Ochoa, Community Health and Safety Department Director KO

**RE:** A Resolution in Support of SFPS Funding for Community Schools Project Application

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**EXECUTIVE SUMMARY:**
The proposed resolution supports the Santa Fe Public Schools' Board of Education's application for grant funding to build out a District-wide Community Schools model designed to reduce chronic absenteeism, decrease out-of-school time caused by suspensions, increase parental involvement, and improve kindergarten readiness skills.

**BACKGROUND:**
The Santa Fe Public Schools Board of Education is submitting an application for grant funding through the U.S. Office of Elementary and Secondary Education's Full-Service Community Schools Program.

The proposed resolution shows support for the SFPS application for funding. Funding to support the community schools program is essential to supporting students and educational attainment in Santa Fe. The SFPS District and the City of Santa Fe share common goals in ensuring educational support for student success. This resolution shows the City's continued commitment to collaboration with SFPS on innovative projects that increase overall student development and school learning systems in the region through collaborative efforts such as these.

This is a resolution of support and there is no financial commitment or impact to the City.

**ACTION REQUESTED:**
Approve the Resolution as presented.

**ATTACHMENTS:**
Resolution
Fiscal Impact Report

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-__**

**INTRODUCED BY:**

Councilor Jamie Cassutt

Mayor Alan Webber

**A RESOLUTION**

**SUPPORTING THE SANTA FE PUBLIC SCHOOLS' BOARD OF EDUCATION'S APPLICATION FOR GRANT FUNDING TO BUILD OUT A DISTRICT-WIDE COMMUNITY SCHOOLS MODEL DESIGNED TO REDUCE CHRONIC ABSENTEEISM, DECREASE OUT-OF-SCHOOL TIME CAUSED BY SUSPENSIONS, INCREASE PARENTAL INVOLVEMENT, AND IMPROVE KINDERGARTEN READINESS SKILLS.**

**WHEREAS**, Santa Fe is a city with students that hail from all ranges of wealth; and

**WHEREAS**, many students that come from the lower end of the income spectrum struggle in school, where many of life's most important lessons are learned; and

**WHEREAS**, Santa Fe Public Schools' Board of Education ("BoE") has applied for a grant to establish a district-wide community schools model designed to provide a holistic and familial approach to learning; and

**WHEREAS,** the grant amount can range between $250k-$500k per year for five years, an amount determined by the grant reviewers; and

**WHEREAS**, a community school is a research-based, equity driven strategy that brings students, families, organizations, and communities together to transform education and create well-rounded educational opportunities and support systems; and

**WHEREAS**, community schools vary based on the context of needs, assets, and priorities of the body of students attending the school; and

**WHEREAS,** according to the New Mexico Community Schools Logic Model, which outlines a long-term strategy for improving the learning environment for its students, the "theory of action" states that "if school and community partners meet the needs of the whole child, then transformational changes will occur that result in healthy, secure students ready for college, career and life"; and

**WHEREAS,** there are four pillars of community schools: expanded and enriched learning time and opportunities, collaborative leadership and practices, active family and community engagement, and integrated student supports; and

**WHEREAS,** expanded and enriched learning time and opportunities includes enrichment activities that emphasize real-world learning and community problem solving as well as after school, weekend, and summer programs that provide academic instruction and individualized support; and

**WHEREAS,** collaborative leadership and practices enable parents, students, teachers, principals, and community partners to build a culture of professional learning, collective trust, and shared responsibility using strategies such as site-based leadership teams and teacher learning communities; and

**WHEREAS,** active family and community engagement allows schools to function as neighborhood hubs where there are educational opportunities for adults and family members to share their stories and serve as equal partners in promoting student success; and

**WHEREAS,** integrated students support provides a dedicated staff member to coordinate

support programs to address out-of-school learning barriers for students and families and provides mental and physical health services support to boost student success.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the Governing Body strongly supports the Santa Fe Public Schools Board of Education's application for grant funding to build out a district-wide community schools model designed to reduce chronic absenteeism, decrease out-of-school time caused by suspensions, increase parental involvement, and improve kindergarten readiness skills.

**BE IT FURTHER RESOLVED** that this resolution demonstrates the Governing Body's continued commitment to collaboration with Santa Fe Public Schools on innovative projects that increase overall student development and school learning systems.

**BE IT FURTHER RESOLVED** that the City Clerk is directed to transmit a copy of this Resolution to the United States Department of Education's Office of Elementary and Secondary Education and to the Santa Fe Public Schools Board of Education.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2022/Resolutions/SFPS Grant Support*

**FIR No. 1447**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** _____ **Resolution:** X

**Short Title(s):** SFPS Grant Support

**Sponsor(s):** Councilor Chavez

**Reviewing Department(s):** Community Service

**Staff Completing FIR:** Maria E. Tucker MT **Date:** 8/23/22 **Phone:** 505-955-6638

**Reviewed by City Attorney:** _____ **Date:** Aug 26, 2022

**Reviewed by Finance Director:** Alexis Lotero ~~Alexis Lotero (Aug 26, 2022 16:10 MDT)~~ **Date:** Aug 26, 2022

**Summary:**
A resolution in support of Santa Fe Public Schools Board of Education as it pursues grant funding on behalf of the Santa Fe Public Schools (SFPS) district through the U.S. Office of Elementary and Secondary Education's Full-Service Community Schools program.

**Departments Affected:**
Community Services Department

**Consequences of Not Enacting Legislation:**
If this legislation is not adopted, Santa Fe Public Schools (SFPS) District could risk not receiving grant funding to support Full-Service Community Schools programs.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
None identified.

**Performance and Administrative Implications:**
Director of Community Services and or designees will assist with providing any letters of support expressing support of the Community Schools Program and SFPS applications for funding.

**Fiscal Implications:**
This is a resolution of support and there is no financial commitment or impact to the City.

**Fiscal Impact**

X Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and Benefits* | $ | $ | $ | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ Professional Services | $ | $ | $ | | | | |
| Operating | $ | $ | $ | | | | $ |
| Total: | $ | $ | $ | | | | $ |

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

**Expenditure Narrative:**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ | $ | $ | | |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ | $ | $ | | |

**Revenue Narrative:**

**Signature:** *Maria Tucker*

**Email:** metucker@santafenm.gov

**Signature:**

**Email:** krochoa@santafenm.gov

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2022-__**

**INTRODUCED BY:**

Councilor Michael J. Garcia

underscored material = new [~~bracketed material~~] = delete

**AN ORDINANCE**

**RELATING TO ELECTRIC BICYCLES; AMENDING SECTION 12-1-6 OF THE UNIFORM TRAFFIC ORDINANCE ("UTO") TO INCLUDE ELECTRIC BICYCLES IN THE DEFINITION OF BICYCLE; AMENDING SECTION 12-1-40 OF THE UTO TO DELINEATE ELECTRIC BICYCLES FROM MOTOR VEHICLES; AMENDING SECTION 12-1-88 OF THE UTO TO SPECIFY THAT AN ELECTRIC BICYCLE IS NOT A VEHICLE; AMENDING SECTION 12-8-1 OF THE UTO TO PROHIBIT ANYONE UNDER THE AGE OF SIXTEEN FROM RIDING A CLASS 3 ELECTRIC BICYCLE; AMENDING SECTION 12-8-10 OF THE UTO TO REGULATE AND ESTABLISH A SPEED LIMIT FOR ELECTRIC AND MANUALLY-PROPELLED BICYCLES ON CITY SIDEWALKS; AMENDING SECTION 12-8-15 OF THE UTO TO REMOVE THE PROHIBITION FOR BICYCLES TO RIDE ON A STREET ADJACENT TO A SIDEWALK OR PATH WHEN BICYCLES ARE REQUIRED TO USE THE SIDEWALK OR STREET; CREATING A NEW SECTION 12-8-18 OF THE UTO TO MAKE IT AN OFFENSE TO ENHANCE THE SPEED CAPABILITIES OF AN ELECTRIC BICYCLE; AMENDING SECTION 12-8-23 OF THE UTO TO RAISE THE MAXIMUM FINE FOR**

**VIOLATION OF CERTAIN PROVISIONS FROM TWENTY-FIVE DOLLARS TO ONE HUNDRED DOLLARS; AND AMENDING SFCC 1987 SECTION 23-5.1 TO AMEND THE DEFINITION OF BICYCLE TO INCLUDE ELECTRIC BICYCLES, AND TO REGULATE THE USE OF ELECTRIC BICYCLES ON CITY ROADS.**

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

**Section 1. Section 12-1-6 of the Uniform Traffic Ordinance (being Ord. No. 2011-23, § 1) is amended to read:**

**12-1-6 BICYCLE.** "Bicycle" means:

A. Every device propelled by human power, upon which any person may ride, having two or more wheels, except scooters and similar devices[.];

B. Every device upon which a person may ride that is equipped with two or three wheels, pedals for human propulsion, and a motor of no more than seven hundred fifty (750) watts and meets the requirements of one of three classes:

(1) Class 1 electric bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour (20 mph).

(2) Class 2 electric bicycle means a bicycle equipped with a motor that provides assistance to propel the bicycle even when the rider is not pedaling, and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour (20 mph).

(3) Class 3 electric bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour (28 mph).

C. Devices with motors outputting more than 750 watts or that can achieve a

maximum speed more than 28 mph on a paved level surface when powered solely by such a motor while ridden by an operator who weighs 170 pounds are motor vehicles.

D. Bicycles defined in paragraph B may also be referred to as “electric bicycles”

**Section 2. Section 12-1-40 of the Uniform Traffic Ordinance (being Ord. No. 2011-23, § 1) is amended to read:**

**12-1-40 MOTOR VEHICLE.** "Motor Vehicle" means every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from batteries, except electric bicycles, or from overhead trolley wires, but not operated upon rails; but for the purposes of the Mandatory Financial Responsibility Act [66-5-201 to 66-5-239 NMSA 1978], "motor vehicle” does not include "special mobile equipment." (66-1-4.11 NMSA 1978).

**Section 3. Section 12-1-88 of the Uniform Traffic Ordinance (being Ord. No. 2011-23, § 1) is amended to read:**

**12-1-88 VEHICLE.** "Vehicle" means every device in, upon, or by which, any person or property is or may be transported or drawn upon a street, including any frame, chassis, body or unitized frame and body of any vehicle or motor vehicle, except electric bicycles and devices moved by human power or used exclusively upon stationary rails or tracks. (66-1-4.19 NMSA 1978)

**Section 4. Section 12-8-1 of the Uniform Traffic Ordinance (being Ord. No. 2011-23, § 1) is amended to read:**

**12-8-1 EFFECT OF REGULATIONS**

A. It is a penalty assessment misdemeanor for a person to be any act forbidden or fail to perform any act required by Sections 12-8-1 through 23 of the Uniform Traffic Ordinance. (Ord. No. 2021-2, § 15)

B. [~~The parent of any child and the guardian of any ward~~]No person shall [~~not~~] authorize or permit any [~~such~~] child [~~or ward~~] to violate any of the provisions of this ordinance nor

shall any person permit any child under the age of sixteen (16) to operate a Class 3 electric bicycle. A person under the age of sixteen (16) may ride as a passenger on a Class 3 electric bicycle that is designed to accommodate passengers.

C. These regulations applicable to bicycles shall apply whenever a bicycle is operated upon any street, bicycle lane, or [~~upon any~~] path [~~set aside for the exclusive use of bicycles~~] subject to existing laws and those exceptions stated herein.

D. These provisions apply to the operation of bicycles and electric bicycles in the city of Santa Fe.

**Section 5. Section 12-8-10 of the Uniform Traffic Ordinance (being Ord. No. 2011-23, § 1) is amended to read:**

**12-8-10 SPEED.**

A. No person shall operate a bicycle at a speed greater than is reasonable and prudent under the conditions then existing.(*)

B. Where riding on sidewalks is allowed, bicycles shall be limited to ten (10) miles per hour.

**Section 6. Section 12-8-7 of the Uniform Traffic Ordinance (being Ord. No. 2011-23, § 1) is amended to read:**

**12-8-15 RIDING ON SIDEWALKS**

A. No person shall ride a bicycle on any sidewalk when signs are posted prohibiting the riding of bicycles on the sidewalk.

[~~B. When signs are posted requiring bicycles to use sidewalks or paths adjacent to a street, no person shall ride a bicycle on the street adjacent to the sidewalks or paths.~~]

[~~C~~]B. If the bicyclist dismounts, the bicyclist is subject to the laws that apply to pedestrians.

[~~D~~]C. Whenever any person is riding a bicycle upon a sidewalk the person shall yield the

right of way to any pedestrian. (Ord. #2011-23, §§ 22, 23)

**Section 7. A new Section 12-8-18 of the Uniform Traffic Ordinance is hereby ordained to read:**

**12-8-18 ELECTRIC BICYCLE MODIFICATION.** It is an offense for a person to knowingly modify an electric bicycle so as to change the speed capability of the electric bicycle and not appropriately replace, or cause to be replaced, the label indicating the class of the electric bicycle.

**Section 8. Section 12-8-7 of the Uniform Traffic Ordinance (being Ord. No. 2011-23, § 1) is amended to read:**

**12-8-23 PENALTIES**

A. Every person convicted of a violation of any provision of Section 12-8-1 through 12-8-23 shall be punished by a fine of not more than [~~twenty five dollars ($25.00)~~] one hundred dollars ($100.00).

**Section 9. Section 23-5.1 of SFCC 1987 (being Ord. No. 1981-10, § 3, as amended) is amended to read:**

**23-5.1 Definitions.**

As used in this chapter:

A. *Artist/artisan* means a person who designs and creates arts or crafts.

B. *Artwork* means an object for sale by an artist/artisan.

C. *Bicycle* means: [~~a vehicle with two (2) wheels tandem, a steering handle, a saddle seat, and pedals by which it is propelled~~]

(1) every device propelled by human power, upon which any person may ride, having two or more wheels, except scooters, skateboards, and similar devices; and

(2) every device propelled upon which a person may ride that is equipped with two or three wheels, pedals for human propulsion, and a motor of no more than

seven hundred fifty (750) watts whose maximum speed is no more than 28 mph on a paved level surface, when powered solely by such a motor.

D. *Canyon Road periphery area* means an area bounded by Paseo de Peralta on the west, the southern right-of-way line of East Alameda Street on the north, East Palace Avenue and Camino del Monte Sol on the east, and Canyon Road and Acequia Madre Street on the south. This area includes both sides of the boundary streets, except along the southern right-of-way line of East Alameda Street. (Editor's Note: A copy of the Canyon Road periphery area can be found at the end of this chapter.)

E. *Collective* means a nonprofit organization that shares the use of the license among three (3) to seven (7) nonrelated artists/artisans.

F. *Collective license* means a Plaza Park artist/artisan license issued to a collective.

G. *Commercial use* means any function or event at which goods, artwork, foodstuffs, merchandise of any kind are offered for sale.

H. *Community Days Festival* means a city sponsored event promoting the programs and services offered by local nonprofit organizations, performances by multicultural, youth, and school groups and celebrating the diversity of Santa Fe.

I. *Findings* mean mechanical fittings in a great variety, either commercially available or handmade, used to hold jewelry to the clothing or the person, i.e., ear wires, screw backs, broach pins, chains, gallery bezel wire or hollow beads.

J. *Handmade* means the design and creation of the artwork from raw materials and its finishing and decoration were accomplished by hand labor and by manually controlled methods that permit the maker to control and vary the construction shape, design and/or finish of each individual piece, but does not exclude the use of findings, hand tools and equipment nor does it exclude the hand assembly of premanufactured components in a creative manner.

K. *Immediate family* means the spouse, children and stepchildren of a Plaza Park

artist/artisan. The city may require proof of relationship for family members.

L. *Individual license* means a Plaza Park artist/artisan license issued to an individual artist/artisan licensee pursuant to the provisions of subsection 23-5.3 SFCC 1987.

M. *Machine made* means the producing or reproducing of artwork in mass production by mechanical processes such as stamping, blanking, weaving, molds or offset printing and other printing methods that allow mass production except as allowed by these regulations.

N. *Major commercial event* means any commercial use for which the entire Plaza is used.

O. *Minor rework* means taking a machine made or mass-produced item and making only minor additions or changes to the item.

P. *Noncommercial use* means any function or event at which nothing is offered for sale and at which no money or other valuable consideration is exchanged for goods or services. This use includes, but is not limited to, patriotic observances, political rallies, televised news media events and motion picture filming activities.

Q. *Nonprofit organization* means an organization that is registered as a New Mexico nonprofit organization with the New Mexico Public Regulatory Commission.

R. *Original* means the single, one (1) of a kind, master that can be used as the model for a reproduction.

S. *Plaza* means that inclusive area bounded on the north by the north curbline of Palace Avenue running in front of the Palace of the Governors, and on all other sides by the facades of the buildings, excluding portals, or property lines lying to the east, south and west of the Plaza Park as outlined in the map prepared by the city, labeled "Plaza Park Map." (Editor's Note: The Plaza Park Map may be found at the end of this chapter.)

T. *Plaza Park* means that inclusive area bounded by the inside back of the curb

surrounding the Plaza as outlined in the map prepared by the city, labeled "Plaza Park Map." (Editor's Note: The Plaza Park Map may be found at the end of this chapter.)

U. *Plaza Park artist/artisan* means an artist/artisan, or an artist/artisan represented by a collective issued a Plaza Park artist/artisan license.

V. *Plaza Park artist/artisan license* means a license issued to an artist/artisan by the city for the purpose of commercial sales on the Plaza Park.

W. *Plaza periphery area* means an area outside the Plaza Park, not including the Plaza Park, bounded by Sandoval and Grant Streets on the west, Alameda Street on the south, Paseo de Peralta on the east and Marcy Street on the north. This area includes both sides of the boundary streets.

X. *Plaza pushcart vendor* means a vendor who uses a non-permanent, non-motorized cart, barrow or unit that can be pushed by hand for the purpose of selling food products and is authorized by the city to be located in the Plaza Park, the Plaza, excluding the Plaza Park, or at any location in the Plaza periphery area.

Y. *Portrait artist* means a person who creates portraits, cartoons, caricatures, or silhouettes.

Z. *Portrait artist license* means a Plaza Park artist/artisan license issued to a portrait artist.

AA. *Pushcart* means a non-permanent, non-motorized cart, barrow or unit that can be pushed by hand.

BB. *Raw materials* mean any material that can be converted by manufacture or processing or a combination of manufacture and processing into a new and useful product.

CC. *Recreational object* means any object that can be thrown, kicked or struck, including, but not limited to, balls, frisbees or any object used in game or sport.

DD. *Reproduction* means the production of multiples of a single piece, the original or

master, applicable to each medium.

EE. *Resident of Santa Fe County* means a person whose primary residence is in Santa Fe County. Residency shall be established by any standard identification that proves residency such as a driver's license, passport or voter registration, utility bills or other documentation.

FF. *Roller skates or in-line skates* means a shoe with a set of wheels attached for skating over a flat surface.

GG. *Rotating license* means a Plaza Park artist/artisan license issued to seven (7) artists/artisans to be used on a rotating basis.

HH. *Service animal* means any animal trained to assist mobility of impaired, blind, or deaf people or trained for and actively employed by a police department.

II. *Skateboard* means a narrow board about two feet (2') long mounted on roller skate wheels.

JJ. *Special event* means an event that is permitted by the city pursuant to subsection 18-8.9 SFCC 1987, Section 23-4 SFCC 1987, subsection 23-5.2 SFCC 1987 or resolution of the governing body.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2022/Bills/Establishing Electric Bicycle Definition*

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-__**

**INTRODUCED BY:**

Councilor Amanda Chavez

Councilor Signe I. Lindell

Councilor Lee Garcia

**A RESOLUTION**

**CREATING A SIX-MONTH PILOT PROGRAM TO ENCOURAGE AND INCENTIVIZE EMPLOYERS TO PAY FOR EMPLOYEE PARKING IN CITY OF SANTA FE ("CITY") PARKING FACILITIES AT SANDOVAL STREET, THE CONVENTION CENTER, AND THE RAILYARD.**

**WHEREAS**, local employees are spending a significant portion of their income on parking in the downtown and Railyard Areas; and

**WHEREAS**, local merchants are competing with employers outside the downtown area, who can offer free parking, making recruiting and retention of employees in the downtown area difficult; and

**WHEREAS**, the City Parking Division currently offers a "downtown business employee rate" for monthly parking of thirty-five dollars ($35.00) per month for all three City-owned garages for workers who are employed by a downtown business and earn fifteen dollars ($15) an hour or less with an annual salary not to exceed $31,200, including tips; and

**WHEREAS,** if an employee does not qualify for the "downtown business employee rate",

a parking permit is available at the standard rate of $68.25 per month; and

**WHEREAS,** a minority of employees working for businesses downtown are eligible for the current downtown business employee rate program; and

**WHEREAS,** the Santa Fe Railyard Community Corporation ("SFRCC") surveyed businesses within the Railyard and Guadalupe Districts, regarding employee parking needs and their employees' commuting and parking practices; and

**WHEREAS,** the survey indicated that 45% of respondents have between 1-5 employees, while 25% of respondents have 21 or more employees, demonstrating the wide range of business sizes that require parking for their employees; and

**WHEREAS,** the results of the survey indicate that most employees park on the street or pay a daily rate in a parking garage, while several employers indicated they already purchase parking permits for at least a portion of their employees; and

**WHEREAS,** fifty percent (50%) of the survey respondents said that they would pay between $20-$30 per permit for their employees to park in City-owned parking garages; and

**WHEREAS,** the Governing Body wants local businesses to ensure sufficient and convenient parking for their employees; and

**WHEREAS,** many downtown service industry workers do not have a convenient and reliable method of transportation to get to work, which can lead to lower staffing levels; and

**WHEREAS,** service workers are essential to the City's vibrant restaurant and lodging industries that provide the bulk of services to Santa Fe's tourism sector.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the City shall continue to offer a downtown business employee monthly parking rate of thirty-five dollars ($35.00) per month for all three City-owned garages;

**BE IT FURTHER RESOLVED** that the City shall implement a six-month pilot program called the "downtown business employee parking program" ("Program") through which downtown

businesses may purchase parking permits to be used by their employees, regardless of the employees' income.

**BE IT FURTHER RESOLVED** that the Program will allow employees to park at the Railyard Parking Garage, Sandoval Parking Garage, or the Santa Fe Community Convention Center Parking Garage.

**BE IT FURTHER RESOLVED** that the Program shall incentivize purchase of parking for employees by businesses by pricing bulk purchases at a rate that is lower than the monthly parking permit that is currently available for employees making $15 dollars or less per hour.

**BE IT FURTHER RESOLVED** that business owners may purchase no more than fifteen parking permits for their employees for twenty-five dollars per month.

**BE IT FURTHER RESOLVED** that monthly parking permits offered through the Program shall be sold directly to businesses, issued in the name of the business, and may be shared by employees at the business owner's discretion and in strict accordance with the Parking Division's current policies and procedures.

**BE IT FURTHER RESOLVED** that the City Manager shall report back to the Governing Body regarding the success of the program, within sixty (60) days of completing the six (6) month pilot program. In particular, the Governing Body would like to review the following three criteria:

1. The number of permits purchased per month.
2. The number of permits scanned at each of the garages.
3. Input from businesses about the effectiveness of the program, based on survey results conducted by the parking division.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2022/Resolutions/Downtown Business Employee Parking Program*

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-__**

**INTRODUCED BY:**

Councilor Chris Rivera

**A RESOLUTION**

**ASSIGNING AUTHORIZED OFFICER(S) AND AGENTS FOR PROJECT SAP21-F2382-STB.**

**WHEREAS**, the Governing Body of the City of Santa Fe of Santa Fe County of the State of New Mexico intends to enter into a grant agreement with the State of New Mexico Environment Department; and

**WHEREAS**, the grant agreement is in the total amount of $300,000 for the planning, design, and construction of a sewer line on Vereda de Valencia in Santa Fe; and

**WHEREAS**, the grant agreement is authorized for a project identified as Project Number SAP21-F2382-STB.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that:

1. Mayor Alan Webber, or successor is authorized to sign the grant agreement for this project; and

2. Stan Holland, or successor is the OFFICIAL REPRESENTATIVE who is

authorized to sign all other documents necessary to fulfill the grant agreement and the requirements (project description, disbursements, and notice of obligations) and to act as the project contact; and

3. Cheryl James, or successor is the Capital Projects Monitoring System ("CPMS") contact who is designated to update the CPMS database monthly per Article VIII.A. of the Intergovernmental Grant Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2022/Resolutions/Vereda de Valencia Authorized Officers*

# City of Santa Fe, New Mexico
## Memorandum

**DATE:** August 19, 2022

**TO:** Governing Body

**VIA:** Regina Wheeler, Public Works Department Director RW

**FROM:** Romella Glorioso-Moss, AICP, Senior Project Administrator RGM

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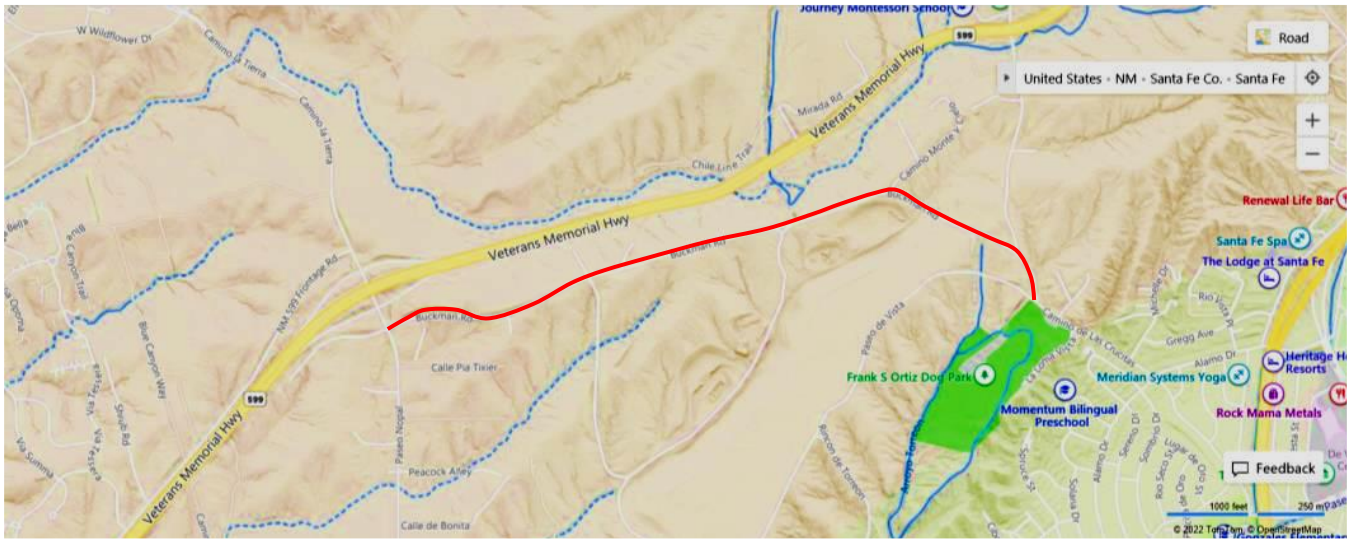
**ITEM AND ISSUE:**
Request for the Approval of a Resolution to Accept Local Government Road Fund in the Total Amount of $73,599 for the Planning, Design, Construction, and Pavement Rehabilitation of Buckman Road; New Mexico Department of Transportation; Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623.

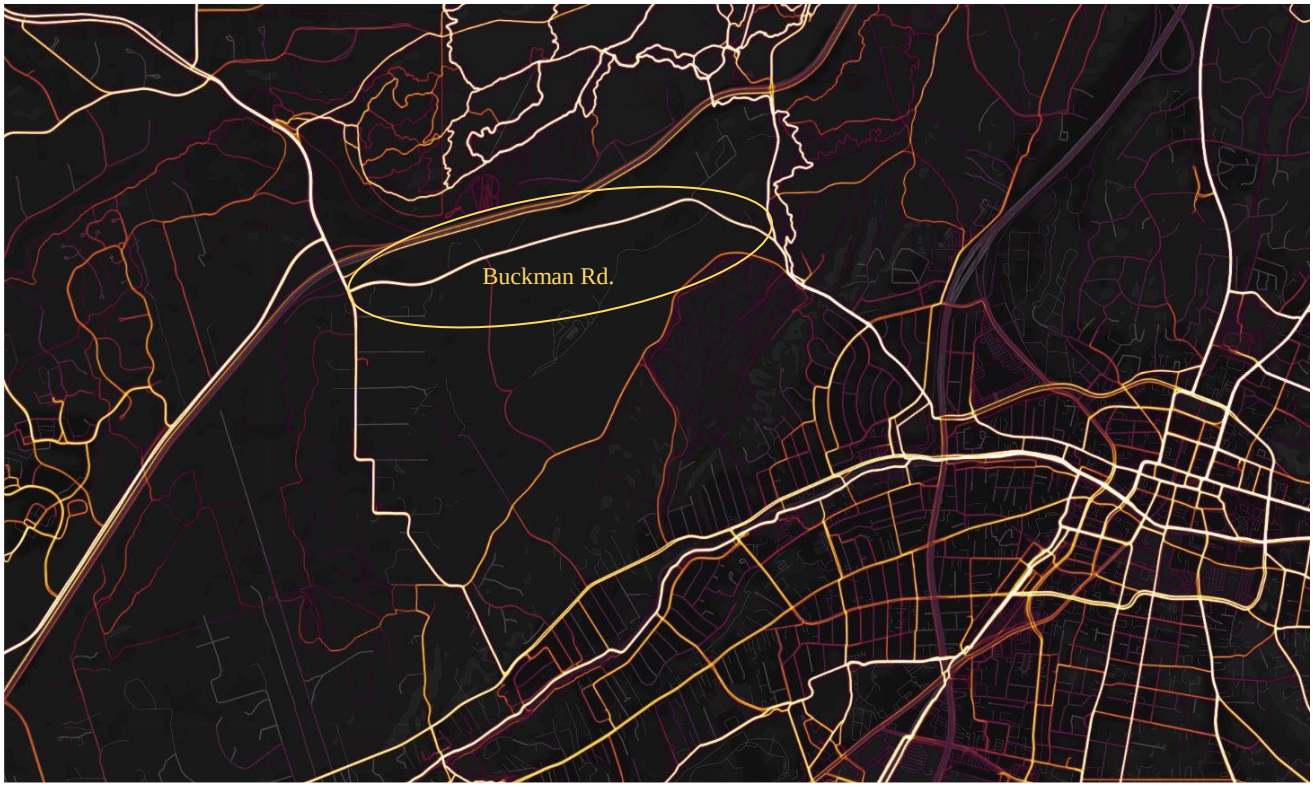
**BACKGROUND AND SUMMARY:**
In 2021, the Bicycling and Pedestrian Advisory Committee chaired by Councilor Michael Garcia has prioritized pavement rehabilitation of Buckman Road from the cattle guard crossing to the intersection of Buckman Rd. and Camino de las Crucitas with project length of 1.32 miles (Fig.1).

Fig. 1 Location Map




The intensity of use of this road for bicycling is shown in Fig. 2 where the lighter color signifies more bicycling activity. Based on this Heat Map generated from Strava and Strava Metro, the amount of bicycling activity on Buckman Road far exceeds other roads in the vicinity and demonstrates the vital connection Buckman provides for people on bikes. However, Buckman Road is not pedestrian and bicycle friendly. Although Buckman Road is a major collector road and connects to local parks such as Frank S. Ortiz Dog Park, Frank S. Ortiz Park and Torreon Parks, and major trails such as La Tierra Trails and Chile Line Trail, it doesn't have sidewalks and bicycle lanes. Its walkability score is 1 out of 100 (www.walkscore.com). It has huge potential for reducing GHG emissions as it is only 19-minute bicycle ride to downtown Santa Fe compared to 11-minute drive by car.

Fig. 2 Heat Map (Isolated for Bicycling Activity)




In March 2022, Staff applied for funding from Local Government Road Fund to plan and design the project from which we are receiving a total of $73,599 to be funded in proportional share by the NMDOT and the City. NMDOT share is 75% or $55,199 while City share is 25% or $18,400. The City share would be coming from road impacts fee.

The funding agreement which terminates on December 31, 2023 requires a Resolution from the Governing Body to get approved by the NMDOT.

**ACTION REQUESTED:**
Public Works – Roadway and Trails respectfully requests approval of the Resolution.

**ATTACHMENTS:**
Resolution
Fiscal Impact Report
Local Government Road Fund Cooperative Funding Agreement

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-__**

**INTRODUCED BY:**

Councilor Michael Garcia

**A RESOLUTION**

**ACCEPTING A LOCAL GOVERNMENT ROAD FUND GRANT ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE PLANNING, DESIGN, CONSTRUCTION, PAVEMENT REHABILITATION, AND IMPROVEMENTS TO BUCKMAN ROAD, IDENTIFIED AS CONTROL #L500489.**

**WHEREAS**, on January 5, 2022, the New Mexico Department of Transportation ("NMDOT") sent out a call for funding applications for Local Government Road Fund ("LGRF") for FY2022/2023; and

**WHEREAS**, the City of Santa Fe's ("City's") Bicycling and Pedestrian Advisory Committee prioritized pavement rehabilitation of Buckman Road for an application for funding in 2021; and

**WHEREAS**, the Santa Fe Metropolitan Planning Organization's Bicycle Master Plan identified bicycling and pedestrian improvements on Buckman Road as a priority in FY 2019; and

**WHEREAS**, the Governing Body approved the Buckman Road Bicycle and Pedestrian

Improvements Project as an eligible project for road impact fees in the Impact Fees Capital Infrastructure Project FY2023-2027 in 2022; and

**WHEREAS**, the City has applied for LGRF funding to complete this project; and

**WHEREAS**, NMDOT granted this LGRF project $55,199, or 75% of the total cost, with the City providing a proportional matching share of $18,400, or 25% of the total cost; and

**WHEREAS**, this funding is available for the planning, design, construction, pavement rehabilitation, and improvements of Buckman Road Bicycle and Pedestrian Improvements Project; and

**WHEREAS**, NMDOT has identified this project as Control# L500489.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the Governing Body accepts the LGRF grant in the amount of $55,199 funded through the NMDOT for Control #L500489.

**BE IT FURTHER RESOLVED** that the City shall provide the required proportional share match of $18,400 for the project.

**BE IT FURTHER RESOLVED** that the City shall accept responsibility for the Project; assumes the lead role in design, development, and construction of the Project; agrees to the terms, conditions, and certification, and reporting requirements of the LGRF cooperative project agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

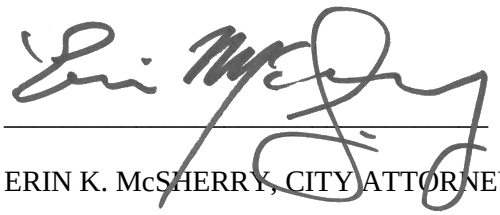
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



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ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/Resolutions/2022/Buckman Road Rehabilitation*

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-__**

**INTRODUCED BY:**

Mayor Alan Webber

Councilor Jamie Cassutt

**A RESOLUTION**

**AFFIRMING THE PARTNERSHIP OF SANTA FE COUNTY AND THE CITY OF SANTA FE TO DEVELOP STRATEGIES AND TAKE ACTIONS TO END HOMELESSNESS.**

**WHEREAS,** the nation is experiencing one of the most severe affordable housing crises in history, significantly impacting communities of color and those who live in poverty (National Alliance to End Homelessness, 2020); and

**WHEREAS**, eight million Americans of low-income households pay at least half their income toward housing, putting them at risk of housing instability and homelessness (National Alliance to End Homelessness, 2020); and

**WHEREAS**, in 2019 approximately 13 percent of Santa Fe County residents reported an income below the federal poverty level (US Census Bureau American Community Survey of Median Earnings for Worker 5-Year Estimates 2019); and

**WHEREAS,** Santa Fe County had a larger number of cost-burdened homeowners per capita than did New Mexico and the United States in 2020, with 78 percent of renters below 30

percent of Area Median Income (AMI) and 74 percent of renters between 31 percent and 60 percent of AMI being cost burdened. (Santa Fe Housing Report, Santa Fe Association of Realtors, 2020); and

**WHEREAS,** in Santa Fe City, 86 percent of renter households earning less than $50,000 a year are cost burdened, a number that has risen by 13 percent between 2016 and 2018 (Santa Fe Housing Report, Santa Fe Association of Realtors, 2020); and

**WHEREAS,** the City of Santa Fe and Santa Fe County have a history of supporting efforts to assist people experiencing homelessness; and

**WHEREAS,** according to the New Mexico Mortgage Finance Authority, there was an estimated shortage of 7,343 affordable rental units in the Santa Fe Metropolitan Statistical Area in 2020 (Santa Fe Housing Report, Santa Fe Association of Realtors, 2020); and

**WHEREAS,** economic and societal factors such as a lack of affordable housing, a lack of adequate income, a lack affordable and accessible healthcare including behavioral health care, discrimination, domestic violence, and other systemic social challenges can cause homelessness; and

**WHEREAS,** as of August 2022, the New Mexico Coalition to End Homelessness Coordinated Entry System, which is not yet tracking all homeless people in Santa Fe, recorded a total of 363 individuals, 49 families, and 18 homeless youth in Santa Fe, with 205 individuals being chronically homeless, 22 being chronically homeless veterans, and a disproportionate number of Native American and African American people experiencing homelessness; and

**WHEREAS,** the ongoing pandemic has brought additional awareness to the issue of homelessness and housing instability and has created an opportunity for government entities, politicians, non-profit service providers, private foundations, Santa Fe residents, and other interested stakeholders to work collectively to address this long-standing community issue; and

**WHEREAS**, the City of Santa Fe is a partner in the Built for Zero Initiative, a national

movement where communities assist each other in developing and following evidence-based strategies for reducing and ending homelessness; and

**WHEREAS,** Santa Fe County has recently opened a behavioral health crisis center, La Sala, to better address the needs of people experiencing a behavioral health crisis; and

**WHEREAS,** Santa Fe County developed the CONNECT network, now a City and County partnership providing services related to the social determinants of health; and

**WHEREAS,** these efforts by the City and County to combat housing insecurity and homelessness are being coordinated with those of philanthropic foundations and non-profit partners in an initiative known as the S3 (Safe, Stable, and Supportive) Santa Fe Housing Initiative; and

**WHEREAS,** the Anchorum St. Vincent Foundation, Thornburg Foundation, McCune Charitable Foundation, Frost Foundation and Santa Fe Community Foundation have provided funding to address immediate needs and longer-term solutions to homelessness since the beginning of the pandemic; and

**WHEREAS,** the vision of this partnership is for public and private partners to work collaboratively with community providers and advocacy groups to ensure that Santa Fe is a place where homelessness is rare, brief, and non-recurring, and that access to safe, affordable, and sustainable housing is a reality for all community members; and

**WHEREAS,** analysis of existing providers and housing options conducted as part of the S3 Santa Fe Housing Initiative indicates that the overall housing system in the Santa Fe area has been functioning with insufficient support and infrastructure.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the Santa Fe County Board of County Commissioners and the Governing Body of the City of Santa Fe affirm our alignment to address homelessness by securing and stabilizing housing and social services for our most vulnerable residents.

The Santa Fe County Board of County Commissioners and the Governing Body of the City

of Santa Fe agree to focus efforts in the following six areas through the S3 Santa Fe Housing Initiative:

1. PRESERVATION AND PREVENTION: Increase resources and develop strategies to prevent homelessness, including the preservation of existing affordable housing and enhanced utilization of social services; increased financial supports, such as the City and County Affordable Housing Trust Funds, to prevent homelessness and stabilize those who are precariously housed; and support for local regulation and land use policy changes that increase housing stability for residents.
2. EMERGENCY SHELTER: Create and further develop collective community agreements specific to emergency shelter provision, including expanding options for emergency shelter care to include safe and legal outdoor sleeping spaces and non-congregate shelter and improving shelter access to housing and supportive service resources.
3. BUILDINGS/HOUSING UNITS: Quantify the need for additional affordable units, and through new construction, conversion, subsidization, and redevelopment, increase the local affordable housing stock inventory with a goal of at least 100-200 units per year.
4. INDIVIDUAL VOUCHERS/PROGRAM BASED VOUCHERS: Increase funding for housing vouchers, both short and long term, and develop strategies to ensure that those vouchers can be flexibly utilized in ways that promote equity and housing choice; and ensure that existing voucher programs are expended in full.
5. SUPPORTIVE SERVICES: Ensure all interested individuals and families participating in housing programs have high-quality crisis intervention, behavioral healthcare, and other supportive services to maintain safe housing.
6. SYSTEM INFRASTRUCTURE: Continue development of the community-wide

homeless response system which includes strategic planning and clarifying the roles, function, and authority of each partner. The system development will include collective identification of system gaps through collecting accurate data, creation of cooperative strategies to address gaps, and consistent cross-agency communication on funding opportunities, housing initiatives and overall system development.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

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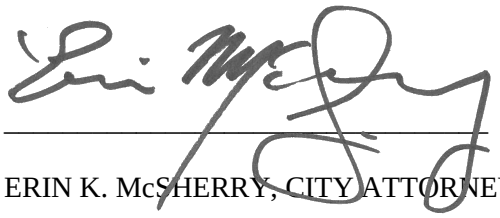
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



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ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2022/Resolutions/Joint City-County Homelessness*

# City of Santa Fe, New Mexico
## Memorandum

**Date:** July 7, 2022

**To:** Public Work Utilities Committee/Finance Committee/Governing Body

**Via:** Regina Wheeler, Public Works Department Director RW

**From:** Melissa A. McDonald, Parks and Open Space Division Director MMc
Jesse Guillen, Legislation and Policy Innovation Manager

**Re:** Bill relating to small commercial permits for cultural events on the Plaza Park

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**ACTION:**

Approval to amend Section 23-5.1 to add definitions for "cultural event" and "small commercial event" and to amend Section 23.5-2 to add up to eight (8) small commercial permits for cultural events on the Santa Fe Historic Plaza (Melissa McDonald, Parks and Open Space Division Director, mamcdonald@santafenm.gov , 505-303-9502)

**BACKGROUND/SUMMARY:**

With outdoor activities gaining in popularity and a predicted rise in tourism as a result of a likely-waning pandemic, vendors are desired to enhance existing cultural events on the Plaza Park. This bill adds definitions for "cultural event" and "small commercial event" and also includes adding eight (8) small commercial permits for cultural events, in addition to the eight (8) major commercial events that already occur annually on Santa Fe's Historic Plaza. Two named cultural events (Juneteenth and Indigenous People's Day) and six events chosen by lottery are included in the bill. Small commercial event organizers will be required to respect the spaces currently used by existing plaza vendors and pushcarts and no vendors will be allowed on any streets surrounding the Plaza. These events will import local and tourist dollars citywide, encourage locals to enjoy the Plaza, and foster additional short- and long-term benefits.

The City will incur additional expenses associated with these events as City employees perform permitting, preparation, monitoring and cleanup from events. The costs can only be roughly estimated at this time since the exact nature of these events is not known. Additional revenue and costs associated with these events were not included in the FY23 budget.

**ATTACHMENTS:**

Bill
Fiscal Impact Report (FIR)

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2022-__**

**INTRODUCED BY:**

Councilor Renee Villarreal

Councilor Chris Rivera

**AN ORDINANCE**

**AMENDING SFCC 1987 SECTION 23-5.1 TO ADD DEFINITONS FOR "CULTURAL EVENT" AND "SMALL COMMERCIAL EVENT"; AND AMENDING SFCC 1987 SECTION 23-5.2 TO ALLOW UP TO EIGHT (8) SMALL COMMERCIAL PERMITS FOR CULTURAL EVENTS ON THE PLAZA INCLUDING JUNETEENTH, INDIGENOUS PEOPLE'S DAY, AND SIX ADDITIONAL EVENTS SELECTED BY LOTTERY.**

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

**Section 1. Section 23-5.2 of SFCC 1987 (being Ord. No. 1981-39, § 1, as amended) is amended to read:**

**23-5.1 Definitions.**

As used in this chapter:

A. *Artist/artisan* means a person who designs and creates arts or crafts.

B. *Artwork* means an object for sale by an artist/artisan.

C. *Bicycle* means a vehicle with two (2) wheels tandem, a steering handle, a saddle

underscored material = new [bracketed material] = delete

seat, and pedals by which it is propelled.

D. *Canyon Road periphery area* means an area bounded by Paseo de Peralta on the west, the southern right-of-way line of East Alameda Street on the north, East Palace Avenue and Camino del Monte Sol on the east, and Canyon Road and Acequia Madre Street on the south. This area includes both sides of the boundary streets, except along the southern right-of-way line of East Alameda Street. (**Editor's Note:** A copy of the Canyon Road periphery area can be found at the end of this chapter.)

E. *Collective* means a nonprofit organization that shares the use of the license among three (3) to seven (7) nonrelated artists/artisans.

F. *Collective license* means a Plaza Park artist/artisan license issued to a collective.

G. *Commercial use* means any function or event at which goods, artwork, foodstuffs, merchandise of any kind are offered for sale.

H. *Community Days Festival* means a city sponsored event promoting the programs and services offered by local nonprofit organizations, performances by multicultural, youth, and school groups and celebrating the diversity of Santa Fe.

I. *Cultural event* means an event that celebrates or promotes heritage, customs, traditions, or artistic expression, or that is educational.

[~~I~~]J. *Findings* mean mechanical fittings in a great variety, either commercially available or handmade, used to hold jewelry to the clothing or the person, i.e., ear wires, screw backs, broach pins, chains, gallery bezel wire or hollow beads.

[~~J~~]K. *Handmade* means the design and creation of the artwork from raw materials and its finishing and decoration were accomplished by hand labor and by manually controlled methods that permit the maker to control and vary the construction shape, design and/or finish of each individual piece, but does not exclude the use of findings, hand tools and equipment nor does it exclude the hand assembly of premanufactured components in a creative manner.

[~~K~~]L. *Immediate family* means the spouse, children and stepchildren of a Plaza Park artist/artisan. The city may require proof of relationship for family members.

[~~L~~]M. *Individual license* means a Plaza Park artist/artisan license issued to an individual artist/artisan licensee pursuant to the provisions of subsection 23-5.3 SFCC 1987.

[~~M~~]N. *Machine made* means the producing or reproducing of artwork in mass production by mechanical processes such as stamping, blanking, weaving, molds or offset printing and other printing methods that allow mass production except as allowed by these regulations.

[~~N~~]O. *Major commercial event* means any commercial use for which the entire Plaza is used.

[~~O~~]P. *Minor rework* means taking a machine made or mass produced item and making only minor additions or changes to the item.

[~~P~~]Q. *Noncommercial use* means any function or event at which nothing is offered for sale and at which no money or other valuable consideration is exchanged for goods or services. This use includes, but is not limited to, patriotic observances, political rallies, televised news media events and motion picture filming activities.

[~~Q~~]R. *Nonprofit organization* means an organization that is registered as a New Mexico nonprofit organization with the New Mexico Public Regulatory Commission.

[~~R~~]S. *Original* means the single, one (1) of a kind, master that can be used as the model for a reproduction.

[~~S~~]T. *Plaza* means that inclusive area bounded on the north by the north curbline of Palace Avenue running in front of the Palace of the Governors, and on all other sides by the facades of the buildings, excluding portals, or property lines lying to the east, south and west of the Plaza Park as outlined in the map prepared by the city, labeled "Plaza Park Map." (**Editor's Note:** The Plaza Park Map may be found at the end of this chapter.)

[~~T~~]U. *Plaza Park* means that inclusive area bounded by the inside back of the curb surrounding the Plaza as outlined in the map prepared by the city, labeled "Plaza Park Map." (**Editor's Note:** The Plaza Park Map may be found at the end of this chapter.)

[~~U~~]V. *Plaza Park artist/artisan* means an artist/artisan or an artist/artisan represented by a collective issued a Plaza Park artist/artisan license.

[~~V~~]W. *Plaza Park artist/artisan license* means a license issued to an artist/artisan by the city for the purpose of commercial sales on the Plaza Park.

[~~W~~]X. *Plaza periphery area* means an area outside the Plaza Park, not including the Plaza Park, bounded by Sandoval and Grant Streets on the west, Alameda Street on the south, Paseo de Peralta on the east and Marcy Street on the north. This area includes both sides of the boundary streets.

[~~X~~]Y. *Plaza pushcart vendor* means a vendor who uses a non-permanent, non-motorized cart, barrow or unit that can be pushed by hand for the purpose of selling food products and is authorized by the city to be located in the Plaza Park, the Plaza, excluding the Plaza Park, or at any location in the Plaza periphery area.

[~~Y~~]Z. *Portrait artist* means a person who creates portraits, cartoons, caricatures, or silhouettes.

[~~Z~~]AA. *Portrait artist license* means a Plaza Park artist/artisan license issued to a portrait artist.

[~~AA~~]BB. *Pushcart* means a non-permanent, non-motorized cart, barrow or unit that can be pushed by hand.

[~~BB~~]CC. *Raw materials* mean any material that can be converted by manufacture or processing or a combination of manufacture and processing into a new and useful product.

[~~CC~~]DD. *Recreational object* means any object that can be thrown, kicked or struck, including, but not limited to, balls, frisbees or any object used in game or sport.

[~~DD~~]EE. *Reproduction* means the production of multiples of a single piece, the original or master, applicable to each medium.

[~~EE~~]FF. *Resident of Santa Fe county* means a person whose primary residence is in Santa Fe county. Residency shall be established by any standard identification that proves residency such as a driver's license, passport or voter registration, utility bills or other documentation.

[~~FF~~]GG. *Roller skates or in-line skates* means a shoe with a set of wheels attached for skating over a flat surface.

[~~GG~~]HH. *Rotating license* means a Plaza Park artist/artisan license issued to seven (7) artists/artisans to be used on a rotating basis.

[~~HH~~]II. *Service animal* means any animal trained to assist mobility of impaired, blind, or deaf people or trained for and actively employed by a police department.

[~~II~~]JJ. *Skateboard* means a narrow board about two feet (2') long mounted on roller skate wheels.

KK. *Small commercial event* means a cultural event with a commercial use that is limited to the Plaza Park and does not require street closures.

[~~JJ~~]LL. *Special event* means an event that is permitted by the city pursuant to subsection 18-8.9 SFCC 1987, Section 23-4 SFCC 1987, subsection 23-5.2 SFCC 1987 or resolution of the governing body.

**Section 2. Section 23-5.2 of SFCC 1987 (being Ord. No. 1981-39, § 1, as amended) is amended to read:**

**23-5.2 Plaza uses; commercial events; allowed uses.**

A. Major Commercial Events.

(1) No more than eight (8) permits per calendar year shall be issued by the city for major commercial events held in the Plaza. The events permitted are as follows:

([~~1~~]a) Challenge New Mexico Arts and Crafts Show;

([~~2~~]b) Fourth of July Pancake Breakfast;

([~~3~~]c) Spanish Market;

([~~4~~]d) Contemporary Hispanic Market;

([~~5~~]e) Santa Fe Girls' Inc. Arts and Crafts Show;

([~~6~~]f) Indian Market;

([~~7~~]g) Santa Fe Fiesta Labor Day Arts and Crafts Market; and

([~~8~~]h) Santa Fe Fiesta.

[~~B~~](2). Each of the major commercial events noted in paragraph A above shall continue their assigned locations, and the Contemporary Hispanic Market shall be allocated the space along Lincoln Avenue between Palace Avenue and Federal Place.

([~~1~~]3) In order to accommodate the Spanish Market's growth requirements, this subsection will allow the Spanish Colonial Arts Society use of East San Francisco Street from Don Gaspar Avenue to Cathedral Place and Palace Avenue from Grant Avenue to Cathedral Place. The Spanish Market will also extend thirty-three feet, six inches (33' 6") onto the east side of Lincoln Avenue. This will allow the Spanish Colonial Arts Society the similar configuration as the Southwest Indian Arts' annual Indian Market.

([~~2~~]4) This subsection will allow the Contemporary Hispanic Market use of Lincoln Avenue from Palace Avenue intersection starting at thirty-three feet six inches (33' 6") on the east side and twenty feet (20') from the fire hydrant on the west side all the way to Federal Place. This will allow the Contemporary Hispanic Market the ability to provide for their immediate and future growth needs. Depending upon the number of booths, as an alternative to using Lincoln Avenue between Marcy Street and Federal Place, the city may require booths to be located on Marcy Street between Lincoln Avenue and Sheridan Street.

B. Small Commercial Events.

(1) No more than eight (8) small commercial permits per calendar year shall be issued by the city for one-day cultural events held in the Plaza Park, including the following two (2) events:

a) Juneteenth; and

b) Indigenous People's Day; and

(2) The remaining six (6) permits for one-day cultural events are subject to a lottery selection in January of each calendar year. To participate in the lottery, potential permittees must have organized and held the same, city-permitted event in at least two (2) of the prior five (5) years and may only submit one (1) entry in the lottery per year.

(3) Plaza artists/artisans licensed pursuant to SFCC 1987 Section 23-5.3 and Plaza pushcart vendors licensed pursuant to SFCC 1987 Section 23-5.5 shall retain the right to sell in their designated spaces during small commercial events.

C. Each of the major and small commercial permitted events noted in paragraphs A(1) and B(1) and (2) above shall submit a preliminary site plan for their event to city staff for their review and approval no less than three (3) months prior to the event. Adequate access for public health, safety and welfare shall be maintained. Access to existing businesses shall be considered. The city may require specific booth layouts. The city shall provide written comments to the event sponsor on the preliminary site plan within thirty (30) days of receipt of the plan. A final site plan shall be submitted to city staff no less than one (1) month prior to the event for their review and approval. City staff shall conduct inspections at the time of event setup.

D. Community Days Festival may occur on the Plaza the Friday, Saturday, and Sunday preceding the Memorial Day Weekend.

E. [~~No other e~~]Events other than those noted in paragraphs A and B above shall not occur on the Plaza unless [~~it qualifies~~] they qualify as a noncommercial use. Sponsoring

organizations shall comply with the fees as authorized in subsection 23-4.7 SFCC 1987 and established by resolution, unless the event is sponsored by the city.

F. Except for the authority to issue Plaza Park artist/artisan licenses for sales activity on the Plaza Park pursuant to subsection 23-5.3 SFCC 1987, a permit or authority to use the Plaza Park for major and small commercial events shall be granted only to a nonprofit organization and not [~~an~~]to for-profit organizations [~~for profit~~] or to an individual.

G. The governing body shall, by resolution, authorize either a committee or city staff to receive, review and approve or deny requests for any function of a commercial or noncommercial use on the Plaza or Plaza Park.

H. Applicants for use of the Plaza or Plaza Park shall follow and be subject to the procedures, requirements, and restrictions adopted by the governing body.

I. Any decision by the city manager or the city manager's designee may be appealed to the governing body within thirty (30) days of the decision. This provision does not apply to Plaza Park artist/artisan licenses that shall comply with subsection 23-5.3 SFCC 1987.

J. The city shall appoint a staff liaison for all major and small commercial events or noncommercial uses on the Plaza to oversee the administration of city regulations as they apply to each event.

K. Fees for the major and small commercial events shall be established by the governing body by adoption of a resolution. Fees shall not be waived.

L. Sponsors of special events for both major and small commercial events shall be responsible for ensuring that all participants in their event have special event vendor licenses. Special event sponsor license applications and special event vendor license applications shall include a statement signed by the applicant that the applicant agrees to file and pay applicable gross receipts taxes on receipts from the special event. Sponsors shall file with the city the informational material they distribute to the vendors regarding the vendor's responsibility to file

and pay gross receipts taxes on their sales at the special event.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

*Legislation/2022/Bills/Small Commercial Events on The Plaza*

**FIR No. 10401**

# FISCAL IMPACT REPORT

**General Information:**

**(Check)** **Bill:** X **Resolution:** _____

**Short Title(s):** Small Commercial Permits for Cultural Events on the Plaza

**Sponsor(s):** Councilwoman Villarreal, Councilor Rivera

**Reviewing Department(s):** Public Works Department, Community and Economic Development, Parks Division, Tourism Division, and CAO

**Staff Completing FIR:** Melissa McDonald/Jesse Guillen **Date:** 4/21/22 **Phone:** 303-9502/955-6518

**Reviewed by City Attorney:** _____ **Date:** Jul 7, 2022

**Reviewed by Finance Director:** Alexis Lotero ~~Alexis Lotero (Jul 8, 2022 15:02 MDT)~~ **Date:** Jul 8, 2022

**Summary:**
The proposed bill amends Section 23-5.1 to add definitions for "cultural event" and "small commercial event" and amends Section 23-5.2 to permit up to eight small commercial events on the Plaza Park annually. Two named cultural events – Juneteenth and Indigenous People's Day – and six cultural events chosen by lottery would be permitted.

**Departments Affected:**
Public Works Department, Community Health and Safety Department, Community and Economic Development Department,

**Consequences of Not Enacting Legislation:**
Not enacting this legislation reduces the Plaza's potential to attract locals back to our historic downtown and also limits local- and tourism-based GRT-revenues.

**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**
Enforcement of site plan will be important in order to limit conflicts with adjacent Plaza vendors and pushcart venders.

**Performance and Administrative Implications:**
Administration of permits will be required equaling 10 hours per event for a total of 80 hours. Overtime for inspections may be required.

**Fiscal Implications:**
Labor associated with permit processing, site inspections, licensed electricians, trash removals, and other staff requirements will incur costs. The total anticipated budget increase would range from about $32,000 to $45,000 dollars per year, which does not include regular wear-and-tear. Anticipated economic magnifier effect is likely significant, but unknown at this time.

**Fiscal Impact**

_____ Check here if no fiscal impact

**Expenditures**

| Expenditure Type | FYE 23 | FYE 24 | FYE 25 | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|---|---|---|---|---|---|---|---|
| Personnel and | $ 16,000 | $ 32,000 | $ 32,000 | | R | 100 | |
| Benefits* | | | | | | | |
| Capital Outlay | $ | $ | $ | | | | |
| Contractual/ | $ | $ | $ | | | | |
| Professional Services | | | | | | | |
| Operating | $ 4,000 | $ 8,000 | $ 8,000 | | R | 100 | |
| Total: | $ 20,000 | $ 40,000 | $ 40,000 | | | | $100,000 |

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

**Expenditure Narrative:**

**Estimated expenditures listed are to cover administration of permits, inspections, overtime for after working hours events and some additional materials for items such as trash bags, lights, replacement parts, increased safety response, street cleaning, etc. Actual expenses may vary depending on the nature of each event.**

**Revenue**

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---|---|---|---|---|---|
| General Fund | $ 16,000 | $32,000 | $ 32,000 | R | 100 |
| Special Revenue | $ | $ | $ | | |
| CIP | $ | $ | $ | | |
| Enterprise | $ | $ | $ | | |
| Internal Service | $ | $ | $ | | |
| Trust and Agency | $ | $ | $ | | |
| Federal | $ | $ | $ | | |
| Other | $ | $ | $ | | |
| Total | $ 16,000 | $ 32,000 | $ 32,000 | | |

**Revenue Narrative:**

**Revenues listed are associated with permits and fees collected and do not include potential increase in GRT associated with the commercial aspect of the events.**

**Signature:** Regina Wheeler
Regina Wheeler (Jul 8, 2022 08:55 MDT)

**Email:** rawheeler@santafenm.gov

**Signature:** Melissa McDonald
Melissa McDonald (Jul 7, 2022 17:29 MDT)

**Email:** mamcdonald@santafenm.gov

**Signature:**

**Email:** jbguillen@ci.santa-fe.nm.us

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO BILL NO. 2022-__
## Small Commercial Events on the Plaza

**Mayor and Members of the City Council:**

**I propose the following amendment(s) to Bill No. 2022-__:**

1. On page 1, line 14 after "**JUNETEENTH,**" ***insert*** "**PRIDE,**".
2. On page 1, line 15 ***strike*** "**SIX**" and ***insert*** in lieu thereof "**FIVE**".
3. On page 7, line 4 ***strike*** "two (2)" and ***insert*** in lieu thereof "three (3)".
4. On page 7, line 5 ***strike*** "and".
5. On page 7, line 6 ***insert*** "b) Pride; and".
   *** Editor's note: reletter the succeeding paragraph accordingly.**
6. On page 7, line 6 ***strike*** "; and" and ***insert*** in lieu thereof a period.
7. On page 7, line 7 ***strike*** "six (6)" and ***insert*** in lieu thereof "five (5)".
8. On page 7, line 13 after "events" ***insert*** "and shall not be charged additional fees to sell during the events"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

**Approved at Quality of Life Committee on 8/3/22**

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

# Small Commercial Events on the Plaza (Villarreal Amend)

Final Audit Report 2022-07-27

| | |
|---|---|
| Created: | 2022-07-27 |
| By: | Jesse Guillen (jbguillen@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAu3SpDkUvZEhQHLOoMtbW2fEwFTpixpLv |

## "Small Commercial Events on the Plaza (Villarreal Amend)" History

Document created by Jesse Guillen (jbguillen@ci.santa-fe.nm.us)
2022-07-27 - 10:50:12 PM GMT- IP address: 63.232.20.2

Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature
2022-07-27 - 10:50:29 PM GMT

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2022-07-27 - 11:22:17 PM GMT- IP address: 216.207.130.218

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2022-07-27 - 11:26:10 PM GMT - Time Source: server- IP address: 216.207.130.218

Agreement completed.
2022-07-27 - 11:26:10 PM GMT

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# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO BILL NO. 2022-__
## Small Commercial Events on the Plaza

**Members of the City Council:**

**We propose the following amendment(s) to Bill No. 2022-__:**

1. On page 1, line 13 ***strike*** "**UP TO EIGHT (8)**" and ***insert*** in lieu thereof "**THREE (3)**".
2. On Page 1, line 14 after "**JUNETEENTH,**" ***insert*** "**PRIDE; AND**".
3. On page 1, lines 15 to 16 after the comma, ***strike*** the remainder of the sentence.
4. On page 7, line 2 ***strike*** "No more than eight (8)" and ***insert*** in lieu thereof "Three (3)".
5. On page 7, line 3 after "for" ***insert*** "the following".
6. On page 7, lines 3-4 ***strike*** ", including the following two (2) events".
7. On page 7, line 5 ***strike*** "and".
8. On page 7, line 6 ***insert*** "b) Pride; and".
   *** Editor's note: reletter the succeeding paragraph accordingly.**
9. On page 7, ***strike*** lines 7-10 in their entirety.
   *** Editor's note: renumber the succeeding paragraph accordingly**
10. On page 7, line 15 ***strike*** "and (2)".

Respectfully submitted,

| | | |
|---|---|---|
| _____ | _____ | _____ |
| Signe I. Lindell, Councilor | Amanda Chavez, Councilor | Alan Webber, Mayor |

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO BILL NO. 2022-__
## Small Commercial Events on the Plaza

**Mayor and Members of the City Council:**

**I propose the following amendment(s) to Bill No. 2022-__:**

1. Rescind amendment No. 2 from amendment sheet (B), returning the language on page 1, line 15 to "**SIX**" instead of "**FIVE**".
2. On page 1, line 15 after "**AND**" ***strike*** the remainder of the sentence and ***insert*** in lieu thereof "**AUTHORIZING LIMITED COMMERCIAL ACTIVITY AT OTHER CULTURAL EVENTS IN THE PLAZA PARK.**"
3. Rescind amendment No. 7 from amendment sheet (B), returning the language on page 7, line 7 to "six (6)" instead of "five (5)""
4. On page 7, ***strike*** lines 7-10 in their entirety.
   *** Editor's note: reletter the succeeding paragraph accordingly.**
5. On page 7, line 25 after "use" ***insert*** "except that cultural events permitted to take place in the Plaza Park may include one display for commercial sales not to exceed one hundred (100) uninterrupted square feet."

Respectfully submitted,

_____
Jamie Cassutt, Councilor

Approved as to Form:

Approved at Finance Committee: 8/15/22

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10401.2(D)

# CITY OF SANTA FE, NEW MEXICO
# PROPOSED AMENDMENT(S) TO BILL NO. 2022-__
## Small Commercial Events on the Plaza

**Mayor and Members of the City Council:**

**I propose the following amendment(s) to Bill No. 2022-__:**

1. On page 5, line 16 after "closures" ***insert*** "for the commercial use"
2. On page 7, line 18 after "specific" ***insert*** "table and"

Respectfully submitted,

_____
Renee Villarreal, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

Approved at Finance Committee: 8/15/22

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

## 17. PUBLIC COMMENT ON BILLS

a. CONSIDERATION OF BILL NO. 2022-__. (Councilwoman Villarreal and Councilor Rivera) An Ordinance Amending SFCC 1987 Section 23-5.1 to Add Definitions fo “Cultural Event” and “Small Commercial Event”; and Amending SFCC 1987 Section 23-5.2 to Allow up to Eight (8) Small Commercial Permits for Cultural Events on the Plaza Including Juneteenth, Indigenous People’s Day, and Six Additional Events Selected by Lottery. (Melissa McDonald, Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

**Committee Review:**

Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022
Public Works and Utilities Committee: 08/08/2022
Economic Development Advisory Committee: 8/10/2022
Finance Committee: 08/15/2022
Governing Body (Public Hearing): 08/31/2022

**Name:** Stefanie Beninato
**Comment - 07/27/2022 11:27 AM: ( Against )**
We have enough activity and NO oversight on the plaza. Buskers and vendors who lack licenses who amplify and compete with each other. Vendors on E Palace—no permits. When will the plaza be open and peaceful for locals to enjoy—that is hang out and visit with friends? It is so refreshing and a relief to see the Thunderbird Grill not having tables on the street. It gives the plaza some breathing room
Also when will the NO SMOKING ORDINANCE there be enforced. I have asked head of parks McDonald twice about putting up visible no smoking signs on benches and tables and like a good bureaucrat she smiles and gives a non-responsive, dismissive answer.

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Governing Body - Regular Meeting

Meeting Start Date - 07/13/2022

Meeting Committee - Governing Body

Item Title - CONSIDERATION OF BILL NO. 2022-__. (Councilwoman Villarreal, Councilor Rivera)
An Ordinance Amending SFCC 1987 Section 23-5.1 to Add Definitions fo “Cultural Event” and “Small Commercial Event”; and Amending SFCC 1987 Section 23-5.2 to Allow up to Eight (8) Small Commercial Permits for Cultural Events on the Plaza Including Juneteenth, Indigenous People’s Day, and Six Additional Events Selected by Lottery. (Melissa McDonald, Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022
Public Works and Utilities Committee: 08/08/2022
Finance Committee: 08/15/2022
Governing Body (Public Hearing): 08/31/2022

Item Type - bill

Item Owner - Melissa McDonald

Item Sponsor - Renee Villarreal

Item Tracking Number - 22-15051

Motion Type - Approve as Amended

Motion Mover - Jamie Cassutt

Motion Seconder - Renee Villarreal

Motion Status - approved

Vote For Count - 8

Vote Against Count - 0

Vote Abstain Count - 0

**VOTE SUMMARY**

City of Santa Fe

Vote Absent Count - 1

Vote For Names - Jamie Cassutt, Amanda Chavez, Lee Garcia, Michael Garcia, Chris Rivera, Carol Romero-Wirth, Renee Villarreal, Alan Webber

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Signe Lindell

User Name - Jesse Guillen

User Email - jbguillen@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Quality of Life Committee

Meeting Start Date - 08/03/2022

Meeting Committee - Quality of Life Committee

Item Title - CONSIDERATION OF BILL NO. 2022-__. (Councilwoman Villarreal and Councilor Rivera)
An Ordinance Amending SFCC 1987 Section 23-5.1 to Add Definitions fo “Cultural Event” and “Small Commercial Event”; and Amending SFCC 1987 Section 23-5.2 to Allow up to Eight (8) Small Commercial Permits for Cultural Events on the Plaza Including Juneteenth, Indigenous People’s Day, and Six Additional Events Selected by Lottery. (Melissa McDonald, Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022
Public Works and Utilities Committee: 08/08/2022
Economic Development Advisory Committee: 8/10/2022
Finance Committee: 08/15/2022
Governing Body (Public Hearing): 08/31/2022

Item Type - bill

Item Owner - Melissa McDonald

Item Sponsor - Renee Villarreal

Item Tracking Number - 22-15051

Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Lee Garcia

Motion Status -

Vote For Count - 4

Vote Against Count - 0

**VOTE SUMMARY**

City of Santa Fe

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Amanda Chavez, Lee Garcia, Jamie Cassutt, Renee Villarreal

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

User Name - Elizabeth Martin

User Email - max4martin@yahoo.com

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Public Works and Utilities Committee

Meeting Start Date - 08/08/2022

Meeting Committee - Public Works and Utilities Committee

Item Title - CONSIDERATION OF BILL NO. 2022-__. (Councilwoman Villarreal and Councilor Rivera)
An Ordinance Amending SFCC 1987 Section 23-5.1 to Add Definitions fo “Cultural Event” and “Small Commercial Event”; and Amending SFCC 1987 Section 23-5.2 to Allow up to Eight (8) Small Commercial Permits for Cultural Events on the Plaza Including Juneteenth, Indigenous People’s Day, and Six Additional Events Selected by Lottery. (Melissa McDonald, Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022
Public Works and Utilities Committee: 08/08/2022
Economic Development Advisory Committee: 8/10/2022
Finance Committee: 08/15/2022
Governing Body (Public Hearing): 08/31/2022

Item Type - bill

Item Owner - Melissa McDonald

Item Sponsor - Renee Villarreal

Item Tracking Number - 22-15051

Motion Type - Approve as Amended

Motion Mover - Michael Garcia

Motion Seconder - Lee Garcia

Motion Status - approved

Vote For Count - 4

Vote Against Count - 0

**VOTE SUMMARY**

City of Santa Fe

Vote Abstain Count - 1

Vote Absent Count - 0

Vote For Names - Chris Rivera, Michael Garcia, Lee Garcia, Amanda Chavez

Vote Against Names -

Vote Abstain Names - Carol Romero-Wirth

Vote Absent Names -

User Name - Xavier Martinez

User Email - xbmartinez@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF BILL NO. 2022-17. (Councilwoman Villarreal and Councilor Rivera)
An Ordinance Amending SFCC 1987 Section 23-5.1 to Add Definitions for "Cultural Event" and "Small Commercial Event"; and Amending SFCC 1987 Section 23-5.2 to Allow up to Eight (8) Commercial Permits for Cultural Events on the Plaza Including Juneteenth, Pride, Indigenous Peoples' Day, and Five Additional Events Selected by Lottery. (Melissa McDonald, Parks Division Director: mamcdonald@santafenm.gov, 955-6840) **POSTPONED TO THE SEPTEMBER 14, 2022 GOVERNING BODY MEETING**

**Committee Review:**
Governing Body (Introduced): 07/13/2022
Governing Body (Public Comment): 07/27/2022
Quality of Life Committee: 08/03/2022
Public Works and Utilities Committee: 08/08/2022
Economic Development Advisory Committee: 8/10/2022
Finance Committee: 08/15/2022
Governing Body (Public Hearing): 08/31/22 (postponed)
Governing Body (Public Hearing): 09/14/2022

Item Type - bill

Item Owner - Melissa McDonald

Item Sponsor - Renee Villarreal

Item Tracking Number - 22-15051

Motion Type - Approve as Amended

Motion Mover - Jamie Cassutt

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 5

**VOTE SUMMARY**

City of Santa Fe

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF BILL NO. 2022-17. (Councilwoman Villarreal and Councilor Rivera)
An Ordinance Amending SFCC 1987 Section 23-5.1 to Add Definitions for "Cultural Event" and "Small Commercial Event"; and Amending SFCC 1987 Section 23-5.2 to Allow up to Eight (8) Commercial Permits for Cultural Events on the Plaza Including Juneteenth, Pride, Indigenous Peoples' Day, and Five Additional Events Selected by Lottery. (Melissa McDonald, Parks Division Director: mamcdonald@santafenm.gov, 955-6840) **POSTPONED TO THE SEPTEMBER 14, 2022 GOVERNING BODY MEETING**

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Governing Body (Public Hearing): 08/31/22 (postponed)
Governing Body (Public Hearing): 09/14/2022

Item Type - bill

Item Owner - Melissa McDonald

Item Sponsor - Renee Villarreal

Item Tracking Number - 22-15051

Motion Type - Approve as Amended

Motion Mover - Jamie Cassutt

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 5

**VOTE SUMMARY**

City of Santa Fe

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

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Item Title - CONSIDERATION OF BILL NO. 2022-17. (Councilwoman Villarreal and Councilor Rivera)
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**Committee Review:**
Governing Body (Introduced): 07/13/2022
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Governing Body (Public Hearing): 08/31/22 (postponed)
Governing Body (Public Hearing): 09/14/2022

Item Type - bill

Item Owner - Melissa McDonald

Item Sponsor - Renee Villarreal

Item Tracking Number - 22-15051

Motion Type - Approve

Motion Mover - Jamie Cassutt

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 5

**VOTE SUMMARY**

City of Santa Fe

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

**VOTE SUMMARY**

City of Santa Fe

Meeting Name - Finance Committee

Meeting Start Date - 08/15/2022

Meeting Committee - Finance Committee

Item Title - CONSIDERATION OF BILL NO. 2022-17. (Councilwoman Villarreal and Councilor Rivera)
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**Committee Review:**
Governing Body (Introduced): 07/13/2022
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Governing Body (Public Hearing): 08/31/22 (postponed)
Governing Body (Public Hearing): 09/14/2022

Item Type - bill

Item Owner - Melissa McDonald

Item Sponsor - Renee Villarreal

Item Tracking Number - 22-15051

Motion Type - Approve as Amended

Motion Mover - Renee Villarreal

Motion Seconder - Jamie Cassutt

Motion Status - approved

Vote For Count - 5

**VOTE SUMMARY**

City of Santa Fe

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 0

Vote For Names - Renee Villarreal, Carol Romero-Wirth, Signe Lindell, Jamie Cassutt, Chris Rivera

Vote Against Names -

Vote Abstain Names -

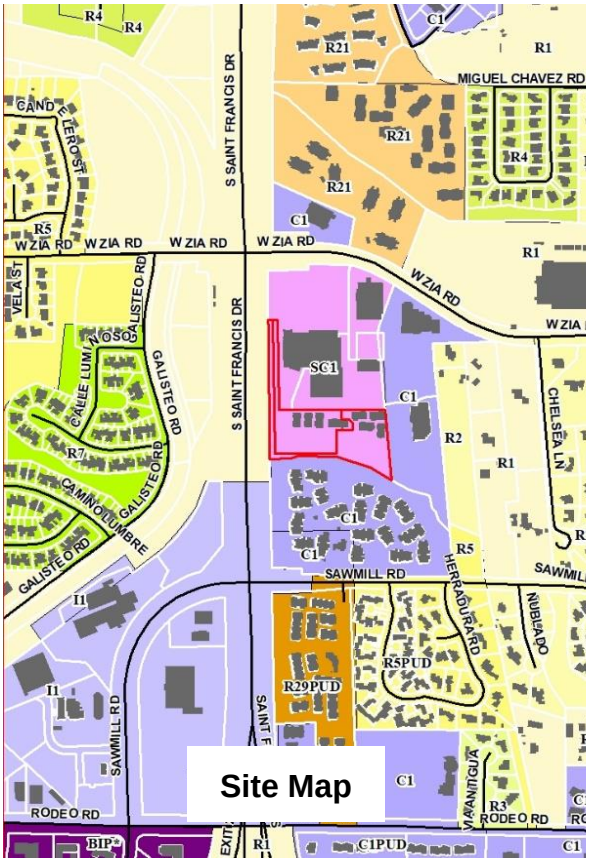
Vote Absent Names -

User Name - Carolynn Roibal

User Email - clroibal@santafenm.gov

# Land Use Department
# Planning Commission Staff Report

| | |
|---|---|
| **Case No:** | 2022-5397, 5398 |
| **Planning Commission Hearing Date:** | July 7, 2022 |
| **Governing Body Hearing Date:** | August 31, 2022 |
| **Agent:** | JenkinsGavin, Inc |
| **Applicant:** | Vincent's Legacy, LLC |
| **Request:** | Development Plan Amendment and Rezoning |
| **Location:** | 3007 S. Saint Francis Drive |
| **Case Mgr.:** | Daniel Alvarado |
| **Zoning:** | SC-1 (Neighborhood Shopping Center) |
| **Overlay:** | Residential Suites (RS) Hotel Overlay and South Central Highway Corridor (SCHC) Overlay |
| **Pre-app Mtg:** | January 13th, 2022 |
| **ENN Mtg:** | March 31st, 2022 |
| **Proposal:** | The applicant requests approval of a development plan amendment and rezoning for a conversion of Santa Fe Suites from a 128-unit extended stay residential suite hotel to a 123-unit multi-family residential community. |




**Case #2022- 5397. 3007 S Saint Frances Drive Development Plan Amendment.** JenkinsGavin Inc., Agent, for Vincent's Legacy, LLC, Owner, requests approval of a development plan amendment for the conversion of Santa Fe Suites from a 128-unit extended stay residential suite hotel to a 123-unit multi-family residential community. The property is zoned SC-1 (neighborhood shopping center district) and is within South Central Highway Corridor Overlay District. The parcel is approximately 4.58 acres within the approximately 23-acre shopping center. (Daniel Alvarado, Case Manager, djalvarado@santafenm.gov, 955-6670).

**Case #2022- 5398. 3007 S Saint Frances Drive Rezoning.** JenkinsGavin Inc., Agent, for Vincent's Legacy, LLC, Owner, requests approval of a rezoning to remove the parcel from the South Central Highway Corridor (SCHC) Protection Overlay District in order to allow for the existing density of 35.5 dwellings per acre, which exceeds the allowable density of 21 dwellings per acre in the SCHC Overlay. The property is zoned SC-1 (neighborhood shopping center district) and is within South Central Highway Corridor Overlay District. The parcel is approximately 4.58 acres within the approximately 23-

acre shopping center. (Daniel Alvarado, Case Manager, djalvarado@santafenm.gov, 955-6670).

## I. RECOMMENDATION:

Staff recommends **APPROVAL** of the Development Plan Amendment for Case #2022-5397, subject to conditions of approval and technical corrections outlined in this report.

Staff recommends **APPROVAL** of the Rezoning for Case #2022-5398, subject to conditions of approval and technical corrections outlined in this report.

*One motions will be required for this case:*

- *Approve or deny the Rezoning (Case #2022-5398), subject to the conditions of approval and technical corrections recommended by staff.*

## II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval for **the Development Plan Amendment and Rezoning** (Case #2022-5397, 5398)

**Table 1. Conditions of Approval**

| # | Condition of Approval | Dept. or Division | To be completed: |
|---|---|---|---|
| 1 | 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided through-out all buildings with a Group R fire area. | Fire Prevention | Prior to Development Plan Amendment Recordation |
| 2 | Contractor shall ensure ADA compliance for construction of required ADA accessible features and appurtenances, as detailed in, and as required, in addition to the approved construction permit documents. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, MUTCD, DOJ, and NM State Statute and Code such as the New Mexico Accessible Parking Checklist, latest published version. | Site Access/ADA | Prior to Development Plan Amendment Recordation |
| 3 | The applicant shall verify and provide to the Wastewater Division proof that all the existing individual units are connected to the City public sewer system by their own separate, unique private sanitary sewer service lateral that is not shared with another residential unit. If the proposed dwelling units share their private sewer system laterals the Applicant is required to establish a means to provide for the ownership and maintenance of a private sanitary sewer system that is shared by the community as a whole. | Wastewater | Prior to Development Plan Amendment Recordation |
| 4 | A Water Plan approved by the Water Division is required. Note: comments by the Water Division will | Water | Prior to Development Plan |

| | | | |
|---|---|---|---|
| | be sent to the project design engineer. | | Amendment Recordation |
| 5 | An executed agreement for metered service (AMS) is required prior to the installation of any new water service. | Water | Prior to Development Plan Amendment Recordation |

Following standard practice, redline comments will be provided to the surveyor who shall make any necessary changes to comply with technical corrections, and submit the corrected plat in Mylar. The "technical corrections" that must be made to the development plan prior to recordation are listed in Exhibit B(1).

## III. EXECUTIVE SUMMARY:

The subject property is located at 3007 S. St. Francis Drive, in the southwest corner of the Plaza Entrada shopping center, previously named San Miguel Plaza. The property is comprised of a 123-unit multi-family apartment community spread across eight buildings on two parcels of land: Lot D-5 and Lot D-6 (the "Property"), sized ±4.58 acres.

The property was purchased by Vincent's Legacy, LLC, in December of 2020, in partnership with the City of Santa Fe. The City provided Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to help finance the project and used the authority of the City's COVID Emergency Proclamation to convert the property into supportive multi-family housing. Due to the emergency nature of the project, the typical Land Use approvals were not required at the time.

With this application, Vincent's Legacy, LLC is requesting a Development Plan Amendment and Rezoning that would allow the Santa Fe Suites to continue operating as a multi-family, supportive, affordable, residential community - permanently. The purpose of the proposed San Miguel Plaza Development Plan Amendment #1 request is to amend the Plaza Entrada Shopping Center Development Plan to reflect the change of use of Santa Fe Suites on lots D5 and D6 from Residential Suites Hotel to High Density Residential.

The purpose of the rezoning of lots D5 and D6 is to exclude these parcels from requirements of the South Central Highway Corridor (SCHC) Overlay. This exclusion would allow for an increase in the permissible density of the Property from 21 dwellings per acre, (plus 15% density bonus, totaling 24.28 dwellings per acre) to the underlying SC-1 density, which does not have a unit per acre maximum and instead is regulated by building dimensional standards. If approved, the rezoning would allow the Applicant to fully utilize each of the 123 existing units in the property, which is currently operating at a density of 35.5 dwellings per acre. The property meets all other dimensional standards for the SCHC Overlay besides the density requirements.

The proposal does not include construction of any new structures, and renovations have already been made to convert the extended-stay hotel into a multi-family residential community with supportive services. The Development Plan Amendment and Rezoning requested in this application seek to formalize and bring into compliance the existing uses and intensities permitted at the property in response to the pandemic.

## IV. BACKGROUND

In 1997, The City of Santa Fe approved the existing Development Plan for San Miguel Plaza, now known as Plaza Entrada. The Santa Fe Suites Extended Stay Hotel was subsequently constructed as illustrated in the adopted Development Plan and operated as such until 2020.

In the years prior to 2020, the Santa Fe Suites Extended Stay Hotel struggled to maintain profitability. When the COVID-19 pandemic and subsequent housing crisis struck the City in early 2020, the City of Santa Fe partnered with Community Solutions, a national non-profit organization that "works to achieve a lasting end to homelessness," to leverage federal CARES Act funding to purchase properties that could be quickly converted into emergency housing. Through this partnership, Santa Fe Suites was purchased in December 2020 and immediately converted into both supportive units and affordable, market-rate units.

Community Solutions provided the initial infrastructure, organizational capacity, and partial funding to convert the property from a hotel to a residential community. They have since set up Vincent's Legacy, LLC, as a local entity through which they manage the property's finances. Community Solutions have partnered with the Santa Fe Community Housing Trust, St. Elizabeth's Shelter Corporation, and the City of Santa Fe to develop a referral list of formally homeless individuals who are seeking permanent housing. Additionally, High Desert Housing provides day-to-day facility management, including scheduling of on-site supportive services, which are coordinated with St. Elizabeth's Shelter.

## V. PROJECT ANALYSIS: DEVELOPMENT PLAN AMENDMENT AND REZONING

### Project Description

The Santa Fe Suites complex is comprised of eight two-story structures. The complex's 123 units are split approximately evenly between each of the buildings. The hotel's lobby and 5 of the original 128 hotel units have been converted into space to host supportive services, such onsite counseling, case management and job placement as well as legal, financial, mental health, educational, medical and rehabilitation services.

Community Solutions has renovated the existing extended-stay suites into studio apartments, including a kitchenette and bathroom. The community shares a laundry room, several small courtyards with picnic tables, and a shared parking lot. Other amenities include open space adjacent to an arroyo to the south, a shared-use path to the east, and a connection to the Santa Fe Rail Trail to the west. Additionally, the community is proximate to commercial amenities within the shopping center including an Albertsons, several restaurants, retail, and medical office facilities.

The Project's 123 apartments are broken down accordingly:

- 122 studios and 1 one-bedroom unit, including
    - 2 units reserved for staff
    - 6 units reserved for the Cancer Foundation of New Mexico
    - 50% residents receive supportive services
    - 50% workforce residents

The approximately 50% of residents who are formerly chronically homeless and/or homeless individuals are referred from the "By-Name List" (a comprehensive list of every person experiencing homelessness in the Santa Fe community, created using information collected and shared with their consent). The remaining 50% of units are leased at an affordable, market-rate to any individual earning ~60% AMI. These market-rate units will be maintained for long-term affordability. Additionally, in partnership with the Cancer Foundation of New Mexico (CFFNM), Santa Fe Suites has dedicated six units to low-income patients currently receiving treatment at CHRISTUS St. Vincent Regional Cancer Center. Residents range from small families to single adults. The residents have 24/7 access to a staff member, including one who lives on-site.

**Surrounding Zoning and Land Use**

The surrounding zoning includes SC-1 to the north, C-1 to the east and south, I-1 to the west, and R-1 to the northwest. These land uses consist of Albertson's grocery store and retail shops, medical offices, Vizcaya Apartments (high-density residential), recreational, and single family, respectfully. Across S. St. Francis to the west is the current location of the Zia Road Railrunner Train Station and Rail Trail and is the future home of the Zia Flats mixed-use development.

**Project Zoning**

The Property is zoned SC-1 (Shopping Center) with Residential Suite Hotel (RS) and South Central Highway Corridor (SCHC) Protection Overlay. Multi-family residential is a permitted land use under all of these zoning categories. In fact, the existing structures with the proposed use already comply with SC-1 and SCHC Overlay requirements, except for the SCHC Density requirements, which is why the applicants are requesting a zoning map amendment. Zoning and Overlay requirements are outlined below in Table 2.

**Table 2. Zoning and Overlay Requirements**

| Requirement | SC-1 | SCHC | Existing |
|---|---|---|---|
| Height | 35 feet | 25 feet | 24' 6" |
| Setbacks | Established by the development plan | 50 feet | 120 feet |
| Open Space | None | 50% | 50% |
| Lot Coverage | None | Underlying | N/A |
| Density<br>Gross area: 4.57 acres<br>Floodplain: 1.12 acre<br>Net area: 3.46 acres | No maximum | (21 units/acre x 3.46) + 15% Density Bonus = **84 Units** | 35.5 units/acre x 3. 46 ac = **123 units** |

The purpose of rezoning lots D5 and D6 out of the South Central Highway Corridor (SCHC) Overlay is to allow for an increase in the permissible density of the Property from 21 dwellings per acre, (plus 15% density bonus, totaling 24.28 dwellings per acre) to the underlying SC-1 density, which does not have a unit per acre maximum and instead is regulated by building dimensional standards. The rezoning would allow the Applicants to fully utilize each of the 123 existing units in the Santa Fe Suites, which is currently operating at a density of 35.5 dwellings per acre. Without rezoning out of the SCHC Overlay, the applicant's only option would be to reduce the number of units to 84 units as shown in Table 2.

**Architecture**
No structural or architectural changes will be made as part of this application. The existing structures reference the Territorial Style, with stuccoed walls adorned with large windows with white trim. The existing structures feature pitched, red metal roofs with occasional overhangs and portals.

**Access and Traffic**
The primary vehicular access for the property is via a driveway facing north, which itself is accessed through the shopping center parking lot via entrances off Zia Road. Pedestrians can access the property via a network of sidewalks that cross through the shopping center and connect to the sidewalk network on Zia Road and S. St. Francis Drive. The shopping center also features a short shared-use path that runs on the eastern edge of the development and connects to Zia Road. The sidewalk network and shared-use path connect to the Rail Trail via a spur trail that runs north from the main shopping center entrance at Zia Road. The Rail Trail can also be accessed by crossing S. St. Francis Drive at Zia Road.

The property has direct access to both bus and train service. Bus service is accessed via stops on Zia Road, on the north end of the property. Train service is accessed via the Railrunner at Zia Road Station across S. St. Francis Drive.

A Site Threshold Analysis was performed and submitted to Public Works by Santa Fe Engineering. Public Works determined that a Traffic Impact Analysis was not necessary as the likely traffic impact will be equal to or less than the current use.

**Parking**
The applicant has requested a parking requirement reduction as part of their application. As per code provisions for reducing parking, they have provided a Parking Demand Analysis (included in the Application Materials Exhibit C) to justify reducing their parking requirement by 23 spaces. The current parking requirements are as follows:

Total Required: Units < 800 sf: (123) units x 1.25 = **154 spaces**
Total Provided = **131 spaces** (10 ADA spaces including 1 van accessible space)

The Parking Demand Analysis uses various methods to argue that the 1.25 spaces per unit requirement is excessive in this context, including an analysis of alternative transportation options, parking needs for lower-income residents, and evocation of the City's stated goals of reducing car dependency, particularly for affordable housing near transit. However, the most compelling argument for reducing the parking requirement is the fact that the community has been operating at full capacity for several years.

It is the opinion of both Land Use Staff and the MPO Staff that the parking reduction should be granted based on the information presented in the applicant's Parking Demand Analysis, the existing demonstrated demand, and the reasoning laid out by the MPO in a memo included in the DRT Comments Exhibit A of this report. The MPO memo cites, among other sources, the forthcoming City of Santa Fe Multimodal Transition Plan, which recommends parking requirement reductions City-wide, as a strong justification to grant the parking reduction.

**Grading and Drainage/Terrain Management**
The site slopes gently to the south. The arroyo to the south is almost entirely within the 100-year floodplain, however there is no section of the development that is within the floodplain. The applicants have provided a Terrain Management Report. Some remediation of erosion due to drainage outflows in the arroyo will be repaired as part of the project.

**Open Space, Landscaping, Signage and Lighting**
SC-1 zoning does not have open space or lot coverage requirements, therefore if the property is rezoned, it will not have any requirements to meet. The SCHC Overlay does require open space, which the existing site meets (Reference Table 2 above). The SCHC overlay requires 50% of the lot must be preserved as open space. For the property's gross lot area of 4.58 acres, that would require 2.29 acres. According to the applicant's development plan, the property provides 2.3 acres of open space.

The proposed landscaping includes maintaining the existing street and parking lot trees, while adding additional native/drought tolerant plants throughout the complex. Most existing turf grass will be removed and replaced, thereby decreasing the water demand.

The three existing signs on the property will remain, including a pole sign oriented to S. St. Francis, a wall sign, and a small rectangular sign at the main entrance. There will be no additional signs on the property as part of this application. One small hotel-related sign on the northeast corner of the property will be removed.

The six existing pole lights and additional parking lot lighting were installed before the city's Outdoor Lighting Ordinance, and therefore do not have to be removed under the new use. The project is not adding any additional lighting.

**Fire Prevention and Emergency Access**
Fire and Emergency access requirements are satisfied by the existing 20-ft wide driveway which circumnavigates the property. The property includes two fire hydrants located on both the north and south sides of the property, for a total of four fire hydrants. Each building already provides an FDC near the main entry to the building. Fire Prevention has added a condition of approval that sprinklers are installed in the buildings as part of the new use as detailed in Table 1.

**Water and Sewer**
The Property will continue to be served by City water and sewer infrastructure via a water main on Zia Road and a wastewater collection pipe which runs east-west across the property. No improvements are required to water and wastewater infrastructure.

**Water Budget**
A full budget is included in Application Materials Exhibit C.

- Previous use as a Hotel: 18.27 AFY
- Current Use as Apartments: 9.16 AFY
- Water Offset Fee: $16,600

**Impact Fees**
Impact fees due as a result in change of use will be calculated and paid by way of a building permit approval. Impact fees for a change of use are calculated by finding the difference in the proposed use impact fee and the existing use impact fee. If the proposed use is higher, the difference is paid.

**Impact on Schools**
Santa Fe public school was notified as part the DRT process and did not provide any comments.

**Archaeology**
The Project is in the Suburban Archaeological Review District. The property is under 10 acres and will not need new utility extensions, therefore an archaeological review is not required.

**Santa Fe HOMES Program**
The Applicant has supplied a Santa Fe Homes Program Proposal which is included in the application materials Exhibit C.

## VI. REZONING APPROVAL CRITERIA SECTION 14-3.5(C)

SFCC Section 14-3.5 governs the authority, procedures, and restrictions for rezonings. The Criteria for approval of rezonings are detailed below:

| **Criterion 1: one or more of the following conditions exist:** | **Criterion Met:** (Yes/No) |
|---|---|
| **1. there was a mistake in the original zoning;** | **YES** |
| **2. there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning;** | |
| **3. a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;** | |
| **Applicant Response:** The Santa Fe community continues to experience an unprecedented housing crisis. In December of 2020, the City of Santa Fe deployed the emergency CARES Act COVID relief funds to provide affordable and subsidized housing to provide much needed housing for the increasing number of people experiencing homelessness. By utilizing an existing asset – an under-used, extended-stay hotel – the City leaders in partnership with Community Solutions, a non-profit organization, were able to quickly satisfy this urgent and growing need.<br><br>In order for the Property to continue to operate in this manner, a change of use must be approved along with the rezoning out of the SCHC Overlay to allow the existing density to align with applicable zoning regulations. This is a unique instance where the SCHC Overlay standards are out of alignment with a creative solution to an urgent community need. If approved, this rezoning request will create an advantage for the Santa Fe community in supporting this type of creative problem solving and utilization of existing assets to serve current needs. The reason for higher density is the nature of the housing project utilizing an existing structure. A vacant hotel is an opportunity for an adaptive reuse | |

| | |
|---|---|
| of an underutilized existing development to rapidly meet some of housing needs that have been exacerbated by the COVID-19 pandemic. | |
| **Staff Response:**<br>1. Not applicable.<br>2. The Rezoning is justified by the change in the surrounding area, including the recently approved ZIA Station Mixed Use development, and other developments that will provide new housing choices and amenities along the S. St. Francis Drive Corridor.<br>3. The proposed use (multi-family housing) is more advantageous to the city than the previous use (extended stay hotel). The combined pressures of a general housing crisis and COVID-19 related evictions mean that housing, particularly for those at risk of homelessness, is needed more than ever. As evidenced by the actions of the City of Santa Fe in partnership with Community Solutions, in purchasing the struggling extended stay hotel in December 2020, the more advantageous use of the property is as a multi-family housing community offering supportive services. | |
| **Criterion 2: all the rezoning requirements of Chapter 14 have been met;** | **Criterion Met:**<br>(Yes/No)<br>**YES** |
| **Applicant Response:** All the rezoning requirements of Chapter 14 have been met. | |
| **Staff Response:** The rezoning requirements have been met. | |
| **Criterion 3: the rezoning is consistent with the applicable policies of the general plan, including the future land use map;** | **Criterion Met:**<br>(Yes/No)<br>**YES** |
| **Applicant Response:** With respect to the Future Land Use Map, the subject property is designated Community Commercial, in which a mix of uses including Residential is allowed. The following aspects of the rezoning are especially consistent with the policies of the 1999 General Plan's Growth Management and Land Use Chapters:<br><br>• Affordable Housing: "Actively participate in the creation of affordable housing". The rezoning of the property in order to allow existing density will provide 123 units of affordable housing to the community.<br>• Quality of Life: "Enhance the quality of life of the community and ensure provision of community services for residents." The rezoning of Santa Fe Suites to allow existing density to serve a residential use will ensure that supportive services are provided for 50% of tenants. This benefit to specific individuals has a profound ripple effect on the community, by providing more secure and stable housing units and additional support to individuals who need it the most.<br>• Urban Form: "Promote a compact urban form and encourage sensitive/compatible infill development." This multi-family project will operate within existing structures; no new structures, nor development are being proposed. Therefore, it is inherently promoting urban form by adaptive reuse of existing urban fabric. | |
| **Staff Response:** The Property is designated as Community Commercial in the Future Land Use Map, which includes residential uses. The rezoning is also consistent with several stated goals of the general plan, including affordable housing, quality of life, and urban form. | |

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| **Criterion 3: the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and** | **Criterion Met:** (Yes/No) **YES** |
| **Applicant Response:** General Plan Figure 4-4, Urban Sub-Areas, designates the subject properties and surrounding area as an "Infill Area." General Plan Section 4.1 states, "In both 'infill' and 'future growth' areas, the city must encourage higher densities of residential and commercial development than existing zoning often allows" to help "create efficient use of already existing roads and utilities, help ensure cost-efficient public transit, and provide the type of housing that will be in demand…". Adaptive reuse of existing hotel structures to serve a residential purpose as affordable housing satisfies this intent of the General Plan by utilizing existing buildings and infrastructure. | |
| **Staff Response:** The Property is designed as "Infill area" in the General Plan. Infill areas are encouraged to be developed at higher densities that "help create efficient use of already existing roads and utilities, help ensure cost-efficient public transit, and provide the type of housing that will be in demand…" Adaptive reuse of the Santa Fe Suites hotel to create affordable housing that is transit and multi-modal accessible is consistent with city policies including the type of infill the General Plan encourages. | |
| **Criterion 4: the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.** | **Criterion Met:** (Yes/No) **YES** |
| **Applicant Response:** The proposed change of use and rezoning will be accommodated by the existing infrastructure and surrounding public facilities. Additionally, the proposed change of use and rezoning will not create a need for additional infrastructure of any sort. As a result, there will be no physical impacts imposed by the proposed Project. | |
| **Staff Response:** The proposed use will not require any additional infrastructure, nor will it intensify the use of existing infrastructure. The existing infrastructure meets the needs of the proposed use. | |
| **Criterion 5: Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:**<br><br>**a. allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;**<br><br>**b. affect an area of less than two acres, unless adjusting boundaries between districts; or**<br><br>**c. benefit one or a few landowners at the expense of the surrounding landowners or general public.** | **Criterion Met:** (Yes/No) **YES** |
| **Applicant Response**: Santa Fe Suites rezoning out of the SCHC Overlay not only complies with numerous General Plan policies (Affordable Housing, Quality of Life, Urban Form) as addressed above, it is a model of the type of adaptive reuse and infill development that the Plan specifically encourages. The proposed use is compatible with the historic use of the Property, and there will be | |

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| no change in character from the existing condition. The Property is of sufficient size to warrant the rezoning request, and the Project will benefit those members of our community who are most in need of immediate housing and services. |
| **Staff Response:**<br>a. the proposed use is not significantly different from or inconsistent with the prevailing uses in the area, which features several high-density residential uses;<br><br>b. The area is more than two acres; and,<br><br>c. The project will benefit the entire community by providing affordable housing and supportive services to those in most need, while reducing housing demand overall and alleviating homelessness rates in the city. |

## VII. DEVELOPMENT PLAN APPROVAL CRITERIA SECTION 14-3.8(D)(1)

SFCC Section 14-3.8 governs the authority, procedures, and restrictions for development plans. The Criteria for approval of Development Plans are detailed below:

| | |
|---|---|
| **Criterion 1: that the Planning Commission has the authority and is empowered to approve the development plan under the section of Chapter 14 described in the application;** | **Criterion Met:**<br>(Yes/No)<br>**YES** |
| **Applicant Response:** The Planning Commission has the authority to review and approve this plan, per SFCC §14-2.3(C)(1). | |
| **Staff Response:** Santa Fe City Code (SFCC) Subsection 14-2.3(C)(1) authorizes the Planning Commission to review and approve or disapprove development plans. | |
| **Criterion 2: that approving the development plan will not adversely affect the public interest; and** | **Criterion Met:**<br>(Yes/No)<br>**YES** |
| **Applicant Response:** The proposed development plan establishes predictable parameters for future use of the proposed multifamily residential community. In doing so, the development plan accommodates existing conditions, and creates housing opportunities in close proximity to transit, services, and employment. These projected outcomes are in the public interest. | |
| **Staff Response:** The Governing Body has implemented the General Plan and ordinances in order to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. Subject to staff recommended conditions of approval, the proposed development plan complies with SFCC Chapter 14 and will not adversely affect the public interest.<br><br>The proposed development plan serves the public's interest as it provides affordable housing and supportive services to the most vulnerable members of the community, does not significantly burden existing infrastructure, and contributes to growing the city's housing stock. | |
| **Criterion 3: that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.** | **Criterion Met:**<br>(Yes/No)<br>**YES** |
| **Applicant Response:** The proposed development plan for a 123-unit apartment community is compatible with abutting mixed land uses, which include retail, medical, office, commercial, and | |

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| residential, etc. The property has been an extended stay hotel use for decades and will be converted to multi-family residential use with the approval of this development plan. The proposed use is compatible with nearby multi-family housing projects in the vicinity, such as the Vizcaya Apartments, which are located across the Arroyo En Medio and are zoned C-1. |
| **Staff Response:** Due to the unique conditions of the pandemic that provided for the adaptive reuse of the property, it has shown to be a compatible use. Under emergency-use authorization and with CARES Act funding, the property was adapted from an extended stay hotel to a multi-family residence. Except for some minor renovations, the continuation of the residential use will not change the physical characteristics of the existing structures. The existing structures are well established in the neighborhood and comply with Santa Fe style, generally. The multi-family residential use is also compatible with the structures and uses of abutting properties – there are several existing multi-family communities in the area, including the Vizcaya Apartments to the south. |

## VIII. EARLY NEIGHBORHOOD NOTIFICATION

An Early Neighborhood Notification meeting was held on March 31st, 2022. Approximately thirty-four (34) people attended, including the applicants and City Staff. After the applicant's agent presented the proposed development plan amendment and rezoning in detail, attendees brought up questions regarding the approval process, impact on the arroyo/local environment, and concerns about crime. In addition, support was expressed for the project and its mission.

## IX. EXPIRATION

Per SFCC Section 14-3.19(B)(4) "Approval of a final development plan, or any development plan for which no preliminary development plan was required, shall expire three years after final action approving it unless actual development of the site or offsite improvements has begun and is continued pursuant to Subsection 14-3.19(B)(6)." Therefore, should the Commission approve the development plan and adopt Findings of Fact and Conclusions of Law at this hearing, the expiration date would be July 7th, 2025.

## X. EXHIBITS

EXHIBIT A: Development Review Team

1. Compiled Technical Corrections
2. ADA/Terrain/Landscape Management Review
3. Fire Prevention Review
4. Water Review
5. Traffic Review
6. Wastewater Review
7. MPO Parking Reduction Memo

EXHIBIT B: Maps and Photos

1. Future Land Use
2. Current Zoning
3. Aerial Photos
4. Street Views

EXHIBIT C: Applicant Materials

1. Project Report
2. Legal Lot of Record
3. Santa Fe Homes Agreement
4. Site Threshold Assessment (traffic)
5. Parking Demand Study
6. Water Budget
7. Proposed Development Plan Amendment

**APPROVED BY THE PLANNING AND LAND USE DEPARTMENT:**

| Title | Name | Initials |
|---|---|---|
| Department Director | Jason M. Kluck | jmk |
| Assistant Department Director | Heather Lamboy | HLL |
| Planning Manager | Maggie Moore | MM |
| Planner Senior | Daniel Alvarado, AICP | DA |

# City of Santa Fe, New Mexico

**Cases #2022 - 5397, 5398**
**3007 S. Saint Frances Drive**
**Santa Fe Suites**
**Development Plan Amendment and**
**Rezoning Planning Commission**
**July 7, 2022**

# Exhibit A

## Development Review Team

1. **Compiled Technical Corrections**
2. **ADA/Terrain/Landscape Management Review**
3. **Fire Prevention Review**
4. **Water Review**
5. **Traffic Review**
6. **Wastewater Review**
7. **MPO Parking Reduction Memo**

EXHIBIT B1
Technical Corrections
Cases #2022 - 5397, 5398
3007 S. Saint Frances Drive Santa Fe Suites Development Plan Amendment and Rezoning

| | TECHNICAL CORRECTIONS | Department | Staff |
|---|---|---|---|
| 1 | Maintenance of drainage areas must be completed as shown in the drainage maintenance report. Drainage facilities must be maintained regularly. | Terrain Management | Dee Beingessner |
| 2 | Ericameria laricifolia shall be the Aguirre variety of Turpentine Bush. | Landscape/Irrigation | Lawrence Rivera |
| 3 | City staff respectfully requests additional plant material and irrigation at the northwest sections of lots D5 and D6, behind the Albertsons where bare soil areas are present. Provide three decidous trees, two evergreen trees, and nine tall native shrubs to screen the back of the Albertsons store. Cultivate and apply Dryland Blend Native Grass Mixture from Plants of the Southwest or equal. Seed rate shall be 2 lbs. per 1,000 sf. to bare soil areas. | Landscape/Irrigation | Lawrence Rivera |
| 4 | St. Francis Drive Corridor: Remove all trash and dead plant material. Cultivate by hand and apply Dryland Blend Native Grass Mixture from Plants of the Southwest or equal. Seed rate shall be 2 lbs. per 1,000 sf. to bare soil areas. | Landscape/Irrigation | Lawrence Rivera |
| 5 | 14-8.4(F)(3)(a) Turf grass sod or turf grass seed mixes installed within the city limits shall contain no more than twenty-five percent Kentucky Bluegrass. | Landscape/Irrigation | Lawrence Rivera |
| 6 | Accessible parking count does not appear to be impacted at this time. In the event that any of the accessible features are to modified or shall any features be added or deleted a plan set will be required to show what is going to be proposed and MUST be reviewed and approved before any construction takes place. | Site Access, ADA | Kody Keelin |
| 7 | City staff respectfully request the use of a gravel mulch that is washed and screened. | Landscape/Irrigation | Lawrence Rivera |
| 8 | Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2015 Section 503.2.1) | Fire Prevention | Geronimo Griego |
| 9 | Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4) | Fire Prevention | Geronimo Griego |
| 10 | Shall comply with table D103.4 Requirements for Dead-End Fire Apparatus Access Roads. | Fire Prevention | Geronimo Griego |

| | | | |
|---|---|---|---|
| 11 | Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2015 section 503.1.1) 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. | Fire Prevention | Geronimo Griego |
| 12 | Shall have water supply that meets fire flow requirements as per IFC (Appendix B) | Fire Prevention | Geronimo Griego |
| 13 | Shall comply with Section D102.1 Access and Loading (75,000 lbs). | Fire Prevention | Geronimo Griego |
| 14 | Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4) | Fire Prevention | Geronimo Griego |
| 15 | Shall comply with IFC 2015 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. | Fire Prevention | Geronimo Griego |
| 16 | Shall comply with IFC 2015 Section D103.5 Fire apparatus access road gates. | Fire Prevention | Geronimo Griego |
| 17 | Shall comply with D105 Aerial Fire Apparatus Access Roads | Fire Prevention | Geronimo Griego |
| 18 | Shall comply with Section D106 Multiple-Family Residential Developments. | Fire Prevention | Geronimo Griego |
| 19 | D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads. | Fire Prevention | Geronimo Griego |
| 20 | Shall meet the IFC code requirements 2015 edition or the most current edition the governing body has adopted at the time of permitting. | Fire Prevention | Geronimo Griego |

# Development Review Team

## Comment Form

Date: 06/06/2022

Staff person: Kody Keelin

Dept. /Div.: Land Use/Terrain Management- Site Access, ADA

Case: Case #2002-5397 3007 South Saint Francis Drive

Case Mgr.: djalvarado@santafenm.gov

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Review by this division/department of the June 6 2022 plan set has determined that this application will meet applicable standards if the following are met:

| Conditions of Approval: | Must be completed by: |
|---|---|
| Contractor shall ensure ADA compliance for construction of required ADA accessible features and appurtenances, as detailed in, and, as required, in addition to the approved construction permit documents. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, MUTCD, DOJ, and NM State Statute and Code such as the New Mexico Accessible Parking Checklist, latest published version. | Prior to construction permit application |

| Technical Corrections*: | Must be completed by: |
|---|---|
| Staff reserves the right to require addition submittals. | Prior to construction at permit application |

*Must be made prior to recording and/or permit issuance

General ADA Site compliance requirements.

Accessible path(s) of travel route shall be provided from the Public Right-of-Way and accessible parking aisle(s) to accessible building entrance(s) and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. Ensure accessible route(s) from the Public Right-of-Way and accessible parking space aisle(s) to building entrance(s) are provided and maintained. Provide detectable warning surfaces at curb ramps and transitions to driveway crossings along the accessible paths of travel as applicable.

IBC 1104.1 Site arrival points: At least one (firm, stable, slip resistant) accessible route within the site shall be provided from: public transportation stops, accessible parking, accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance served.

Accessibility feature design within the Site shall comply with NMDOT Pedestrian Access Route Details (Serial 608) or demonstrate compliance with applicable ADA regulations by other means as provided in the permitted Construction Documents.

All walk surfaces along the accessible path of travel shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks.

All walk surfaces along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes.

Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30" vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8.

Ramps within the site shall have 1:12 (8.33%) running slope and 1:48 (2%) cross slope max. With a max. Rise of 30" and with 5' clear length landings where straight. Changes in direction shall comply with 304.3. Landing typical slope is 1.5% and shall not exceed 2% running and cross slope.

Curb Ramps shall have the required 5' clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction.

Accessible parking spaces and access aisles shall not exceed 2% slope in any direction. 1%-1.5% is the preferred target slope.

ADA parking signage shall comply with the 2015 New Mexico Accessible Parking Checklist. Accessible Signage Detail - Signage with required language per the NM Accessible Parking Checklist is required at ALL ADA Parking spaces. Parking signage height shall be 84" above the floor of the parking space, measured to the bottom of the R7-8 sign in the Public right-of-way, accessible path of travel, pedestrian way or path of the means of egress. Locate Van Accessible Parking signs immediately below the reserved parking sign at wall mounted or other locations not in the pedestrian way. At Van Accessible signs located in the pedestrian way, the R7-8A Van Accessible sign shall be mounted at 84" to bottom of the sign. Wall mounted signs and signs not mounted in the public way shall be 60" (84" is preferred) minimum above the floor of the parking space, measured to the bottom of the sign.

ADA parking space and aisle striping shall comply with the 2015 NM Accessible Parking Checklist, Section 9 (NMBC-1111 Section 1.4 through 1.4.3). The ADA parking space access aisle shall be clearly marked by diagonal pavement striping. "NO PARKING" lettering shall be stenciled in 1 foot high min. and 2 inches wide min. strokes, and located at the drive end of the striped access aisle. The International Symbol of Accessibility (ISA) shall be stenciled at all parking spaces, centered on the space and aligned with the

drive end of the parking space striping. All pavement striping and markings shall be stenciled with pavement paint; blue on concrete paving or white on asphalt paving.

Ensure ADA Accessible parking spaces are located in close physical proximity to any adjacent accessible entrances or accessible housing units (60% of all entrances shall be accessible on new construction), with the shortest path of travel available from the parking area to the unit(s) and accessible entrances. Ensure accessible routes from Accessible parking space aisle(s) to building entrance are provided/maintained.

Wheel stops are encouraged at all ADA accessible parking spaces to help ensure required clearance along the accessible path of travel is maintained.

Vertical clearance: Provide and maintain 80" of vertical clearance for the full width of all sidewalks/pedestrian routes. Rails or other barriers shall be provided where the vertical clearance is less than 80". The leading edge of such rails or barrier shall be located 27" max above the floor. (307.4) Provide and maintain 98" vertical clearance at van parking spaces and access aisles, and accessible routes. (502.6) At Passenger Loading Zones, provide and maintain 114" min. vertical clearance at the exterior vehicular route and access aisles serving the vehicle pull-up space. (503.5)

Bicycle parking spaces shall comply with the requirements set forth in SFCC Chapter 14, (Subsection 14-8.6(E) along with Appendix Exhibit D, bicycle rack standards and dimensions for size, clearance and location.

At time of construction, the Contractor shall ensure ADA compliance for construction of ADA accessible features and appurtenances, as detailed in, and in addition to, the approved construction permit documents as required. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, 2015 New Mexico Accessible Parking Checklist, MUTCD, NMDOT Pedestrian Access Standards and PROWAG, NM State Statute and Administrative Code and DOJ regulations as applicable.

Off-Site PROW ADA Site Compliance Requirements as applicable:

Accessibility feature design within the Public Right-of-Way shall comply with NMDOT Pedestrian Access Route Details (Serial 608).

Driveway and intersection crossings shall not exceed 2% cross slope, shall have a level maneuvering space, shall have 1/4" max. Vertical deflections, and 10% max. Flare slope.

Curb Ramps shall have the required 5' clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction.

All walk surface along the accessible path of travel shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks.

Sidewalks and Walkways along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes

shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes.

# Development Review Team
# Comment Form

Date: 6/2/22

Staff person: Dee Beingessner

Dept/Div: Land Use/Terrain Management

Case: **Case #2022- 5397. 3007 S Saint Frances Drive Development Plan Amendment.**

Case Mgr: Daniel Alvarado

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Review by this division/department has determined that this application will meet applicable standards if the following are met:

| Conditions of Approval : | Must be completed by: |
|---|---|
| 1 | Prior to planning commission approval |
| 2 | |
| 3 | |

| Technical Corrections*: | Must be completed by: |
|---|---|
| 1 Maintenance of drainage areas must be completed as shown in the drainage maintenance report. Drainage facilities must be maintained regularly. | Prior to recordation or construction plan approval or permitting |
| 2 | |
| 3 | |
| 4 | |

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply:

Explanation of Conditions or Corrections (if needed): (see following pages for notes required)

# Development Review Team

## Comment Form

Date: 6/08/2022

Staff person: Lawrence Rivera

Dept/Div: Land Use/Terrain Management – Landscape/Irrigation Review

Case: Case #2022- 5397. 3007 S Saint Frances Drive Development Plan Amendment

Case Manager: Daniel Alvarado, djalvarado@santafenm.gov, 955-6670

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Review by this division/department of the Preliminary Development plan set has determined that this application will meet applicable standards if the following are met:

| Conditions of Approval: | Must be completed by: |
|---|---|
| | |

| Technical Corrections*: | Must be completed by: |
|---|---|
| 1. Ericameria laricifolia shall be the Aguirre variety of Turpentine Bush. | Prior to permit review |
| 2. City staff respectfully requests additional plant material and irrigation at the northwest sections of lots D5 and D6, behind the Albertsons where bare soil areas are present. Provide three decidous trees, two evergreen trees, and nine tall native shrubs to screen the back of the Albertsons store. Cultivate and apply Dryland Blend Native Grass Mixture from Plants of the Southwest or equal. Seed rate shall be 2 lbs. per 1,000 sf. to bare soil areas. | Prior to permit review |
| 3. St. Francis Drive Corridor: Remove all trash and dead plant material. Cultivate by hand and apply Dryland Blend Native Grass Mixture from Plants of the Southwest or equal. Seed rate shall be 2 lbs. per 1,000 sf. to bare soil areas. | Prior to permit review |
| 4. 14-8.4(F)(3)(a) Turf grass sod or turf grass seed mixes installed within the city limits shall contain no more than twenty-five percent Kentucky Bluegrass. | Prior to permit review |
| 5. City staff respectfully request the use of a gravel mulch that is washed and screened. | Prior to permit review |
| Staff reserves the right to require additional submittals upon receiving revisions. | |

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

# Development Review Team

## Comment Form

Date: 06/16/2022

Staff person: Geronimo Griego

Dept/Div: Fire Prevention

Case: 2022- 5397, 5398- 3007 S Saint Frances Drive Development Plan Amendment

Case Mgr: Daniel Alvarado

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Review by this division/department has determined that this application will meet applicable standards if the following are met:

| Conditions of Approval: | Must be completed by: |
|---|---|
| 1. 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided Through-out all buildings with a Group R fire area. | Prior to planning commission. |

| Technical Corrections*: | Must be completed by: |
|---|---|
| 2. Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2015 Section 503.2.1)<br>3. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)<br>4. Shall comply with table D103.4 Requirements for Dead-End Fire Apparatus Access Roads.<br>5. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2015 section 503.1.1 )<br>6. 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6.<br>507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. | At the time of any new construction or remodel. |

| | |
|---|---|
| 7. Shall have water supply that meets fire flow requirements as per IFC (Appendix B)<br>8. Shall comply with Section D102.1 Access and Loading (75,000 lbs).<br>9. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4)<br>10. Shall comply with IFC 2015 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.<br>11. Shall comply with IFC 2015 Section D103.5 Fire apparatus access road gates.<br>12. Shall comply with D105 Aerial Fire Apparatus Access Roads<br>13. Shall comply with Section D106 Multiple-Family Residential Developments.<br>14. D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.<br>15. Shall meet the IFC code requirements 2015 edition or the most current edition the governing body has adopted at the time of permitting. | |

*Must made prior to recording and/or permit issuance

# Development Review Team
# Comment Form

Date: May 27, 2022
Staff person: Nick Schiavo for John Del Mar
Dept/Div: Public Utilities/ Water Division
Case: 2022-5397 & 5398, 3007 Saint Frances Dr – Vincent's Legacy LLC
Case Mgr: Daniel Alvarado

Summary: Conversion of a 128-unit extended stay residential suite hotel to a 123-unit multi-family residential community.

Review by this division/department has determined that this application will meet applicable standards if the following are met:

| Conditions of Approval : | Must be completed by: |
|---|---|
| 1. A Water Plan approved by the Water Division is required. Note: comments by the Water Division will be sent to the project design engineer. | Prior to Sign Off for Final Development Plan |
| 2. An executed agreement for metered service (AMS) is required prior to the installation of any new water service. | |
| | |

WILSON &COMPANY
HIGHER RELATIONSHIPS

4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

June 10, 2022

Daniel Alvarado
Land Use Department Case Manager
City of Santa Fe
500 Market Street, Suite 200
Santa Fe, NM 87501

Re: Santa Fe Suites Traffic Review

Dear Mr. Alvarado,

On behalf of the City of Santa Fe, Wilson & Company has completed review of the Santa Fe Suite STH for compliance with the New Mexico Department of Transportation State Access Management Manual and Chapter 14 Land Development Code. A traffic engineering study was not required to be performed since the development is anticipated to have negligible impacts. This review does not replace the developer's Engineer-of-Record's professional responsibility for modeling, data collection, methodology, and analysis.

Thank you,

Sincerely,
Audra Gallegos
Traffic Engineer
505 348 4110

Santa Fe Engineering Consultants, LLC
SFEC
Civil and Traffic Engineering
Construction Management
Land Development
1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641

June 2, 2022

Ms. Jennifer Jenkins
JenkinsGavin, Inc.
130 Grant Avenue, Suite 101
Santa Fe, NM 87501

**RE: SITE THRESHOLD ASSESSMENT FOR THE SANTA FE SUITES CONVERSION – AMENDMENT NO. 1**

Dear Ms. Jenkins,

We have prepared a Site Threshold Assessment for the conversion of the Santa Fe Suites (128 room motel) located at 3007 St. Francis Drive, Plaza Entrada, in Santa Fe, NM to a 123-unit apartment complex.

The existing motel and proposed apartments were analyzed to determine the traffic generated during the AM and PM peak hours. Traffic Generation Rates were determined using the Institute of Transportation Engineers (ITE) TripGen Web-Based App, Version 1.3.1. The ITE TripGen Web-Based App is based upon the ITE Trip Generation Handbook, 10th Edition. The results are as follows:

**TRIP GENERATION**
**MOTEL VERSUS APARTMENTS**

| | AM Peak | | PM Peak | |
|---|---|---|---|---|
| | Entry | Exit | Entry | Exit |
| **Motel (128 rooms) (ITE 320)** | 18 | 31 | 26 | 23 |
| **Multifamily Low-Rise Apartments (123 units) (ITE 220)** | 13 | 45 | 45 | 26 |
| **Difference** | -5 | +14 | +19 | +3 |

The trip generation calculations and the NMDOT STH form are attached. The traffic from the 128-room motel had been previously evaluated and the traffic signal at Zia Road and the existing driveway to the site was constructed to mitigate the Plaza Entrada which included the motel traffic. Based upon the scoping meeting with the City of Santa Fe and their traffic consultant it was agreed that the difference between the motel and the apartments would be used for the STH. The difference in traffic does not meet the threshold for a Traffic Impact Analysis (TIA).

Sincerely,

Michael Gomez, P.E., P.T.O.E.
Santa Fe Engineering Consultants, LLC

# Site Threshold Assessment (STH)

*A Site Threshold Assessment (STH) is required of all developing or redeveloping properties that directly or indirectly access a state highway.*

District No. _____

Project No. _____

***Permit Applicant***

Date: _____

Applicant Name: _____

Business Name: _____

Business Address: _____

_____

City: _____ State: _____ Zip Code: _____-_____

***Site Description***

| Development Type | | Site Information (fill in all that apply) | | | |
|---|---|---|---|---|---|
| Residential | ✓ | Building Size (SF) | | Dwelling Units | 123 |
| Retail | | Parcel Size (ac) | | Rooms | |
| Office | | Roadway Frontage (ft) | | Beds | |
| Industrial | | Parking Spaces | | Students | |
| Institutional | | Employees | | Seats | |
| Lodging | | Other | | Fuel Pumps | |
| Restaurant | | | | Courts | |
| Convenience/Gas | | | | Storage Units | |
| Other HOSPITAL | | | | | |

The STH examines existing roadway volumes and anticipated site trip generation for the purpose of determining if additional analyses are required. If the site characteristics and the trip generation estimate for a proposed development do not satisfy the requirements for a STA or a TIA as determined by the District Traffic Engineer, the STH should be approved and the traffic study requirement for the proposed development will be complete. If additional analysis is required based on the results of the STH, the District Traffic Engineer should indicate to the applicant the level of analysis that is required.

***Existing Roadway Data***

Highway No.: WEST 21A ROAD

Highway ADT: 2,405

Number of Lanes (two-way): 4

Site Mile Post: N/A

Count Year: 2021

Func. Class.: MAJOR COLLECTOR

***Trip Generation***

ITE Trip Generation Land Use Category: 220 + 320

AM Peak Hour Trips — Enter: 5 Exit: 14

PM Peak Hour Trips — Enter: 19 Exit: 3

**Exceeds Threshold:** Y or (N) → If Yes, is a **STA** or **TIA** Required?

***Thresholds***

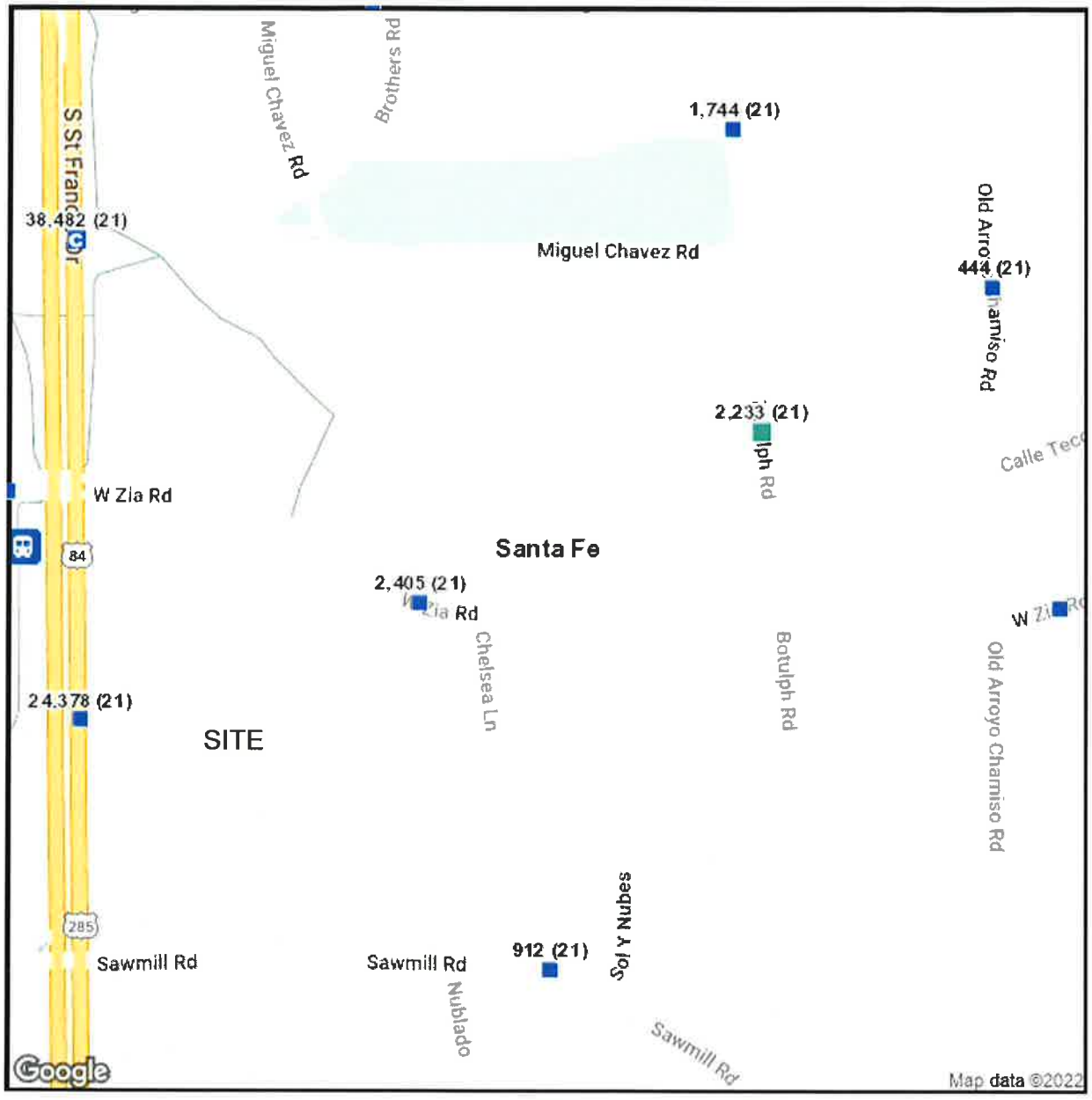
*STA: 25 to 99 peak-hour total trips and more than 1,000 vehicles per lane per day on adjacent highway.*

*TIA: 100 or more peak-hour total trips.*

Other Requirement Basis / DTE Comments: _____

_____

_____




N

**TCDS Locations**

- Short
- Continuous
- WIM
- Located Short
- Located Continuous
- Located WIM
- Inactive Location

New Mexico DEPARTMENT OF TRANSPORTATION

6/2/2022

New Mexico Department of TRANSPORTATION

MS2 Transportation Data Management System

List View | All DIRs | Report Center

Record 1 of 1 Goto Record go

| | | | |
|---|---|---|---|
| Location ID | 16129 | MPO ID | |
| Type | SPOT | HPMS ID | |
| On NHS | | On HPMS | |
| LRS ID | FL5733P | LRS Loc Pt. | 2.0869191 |
| SF Group | 04 | Route Type | |
| AF Group | 04 | Route | FL5733 |
| GF Group | 04 | Active | Yes |
| Class Dist Grp | 04 | Category | |
| Seas Clss Grp | Statewide | | |
| WIM Group | FC-NOT-1 | | |
| QC Group | Default | | |
| Fnct'l Class | (5) Major Collector | Milepost | |
| Located On | FL-5733-P | | |
| Loc On Alias | JCT US 84-285 (SAINT FRANCIS DRIVE). | | |

More Detail

## STATION DATA

Directions: 2-WAY | NEG | POS

### AADT

| | Year | AADT | DHV-30 | K % | D % | PA | BC | Src |
|---|---|---|---|---|---|---|---|---|
| | 2021 | 2,405[3] | | 14 | 70 | 2,268 (94%) | 137 (6%) | Grown from 2020 |
| | 2020 | 2,113[3] | | 14 | 70 | 1,976 (94%) | 137 (6%) | Grown from 2019 |
| | 2019 | 2,713[3] | | 14 | 70 | 2,624 (97%) | 89 (3%) | Grown from 2018 |
| | 2018 | 2,681 | 367 | 14 | 70 | 2,600 (97%) | 81 (3%) | |
| | 2017 | 11,818[0] | | | | 11,463 (97%) | 355 (3%) | restored from 2017 HPMS Report |

<< < > >> 1-5 of 12

### Travel Demand Model

| | Model Year | Model AADT | AM PHV | AM PPV | MD PHV | MD PPV | PM PHV | PM PPV | NT PHV | NT PPV |
|---|---|---|---|---|---|---|---|---|---|---|

### VOLUME COUNT

| | Date | Int | Total |
|---|---|---|---|
| | Wed 2/7/2018 | 15 | 3,026 |
| | Tue 2/6/2018 | 15 | 3,101 |

### VOLUME TREND

| Year | Annual Growth |
|---|---|
| 2021 | 14% |
| 2020 | -22% |

## PERIOD SETTING

| | | | |
|---|---|---|---|
| **Analysis Name :** | AM PEAK HOUR | | |
| **Project Name :** | SANTA FE SUITES CONVERSION | **No :** | |
| **Date:** | 4/12/2022 | **City:** | SANTA FE |
| **State/Province:** | NM | **Zip/Postal Code:** | |
| **Country:** | | **Client Name:** | |
| **Analyst's Name:** | VSC | **Edition:** | Trip Generation Manual, 10th Ed |

| Land Use | Independent Variable | Size | Time Period | Method | Entry | Exit | Total |
|---|---|---|---|---|---|---|---|
| 320 - Motel (General Urban/Suburban) | Rooms | 128 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. | Average 0.38 | 18 37% | 31 63% | 49 |
| 220 - Multifamily Housing (Low-Rise) (General Urban/Suburban) | Dwelling Units | 123 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. | Best Fit (LOG) Ln(T) = 0.95Ln(X) +-0.51 | 13 22% | 45 78% | 58 |

## TRAFFIC REDUCTIONS

| Land Use | Entry Reduction | Adjusted Entry | Exit Reduction | Adjusted Exit |
|---|---|---|---|---|
| 320 - Motel | 0 % | 18 | 0 % | 31 |
| 220 - Multifamily Housing (Low-Rise) | 0 % | 13 | 0 % | 45 |

## INTERNAL TRIPS

**320 - Motel** **220 - Multifamily Housing (Low-Rise)**

| | | | | | |
|---|---|---|---|---|---|
| **Exit** 31 | Demand Exit: 0 % (0) | Balanced: 0 | Demand Entry: 0 % (0) | **Entry** 13 |
| **Entry** 18 | Demand Entry: 0 % (0) | Balanced: 0 | Demand Exit: 0 % (0) | **Exit** 45 |

**320 - Motel**

| | Total Trips | Internal Trips | | External Trips |
|---|---|---|---|---|
| | | 220 - Multifamily Housing (Low-Rise) | Total | |
| **Entry** | 18 (100%) | 0 (0%) | 0 (0%) | 18 (100%) |

| | | | | |
|---|---|---|---|---|
| **Exit** | 31 (100%) | 0 (0%) | 0 (0%) | 31 (100%) |
| **Total** | 49 (100%) | 0 (0%) | 0 (0%) | 49 (100%) |

**220 - Multifamily Housing (Low-Rise)**

| | Total Trips | Internal Trips | | External Trips |
|---|---|---|---|---|
| | | 320 - Motel | Total | |
| **Entry** | 13 (100%) | 0 (0%) | 0 (0%) | 13 (100%) |
| **Exit** | 45 (100%) | 0 (0%) | 0 (0%) | 45 (100%) |
| **Total** | 58 (100%) | 0 (0%) | 0 (0%) | 58 (100%) |

## EXTERNAL TRIPS

| Land Use | External Trips | Pass-by% | Pass-by Trips | Non-pass-by Trips |
|---|---|---|---|---|
| 320 - Motel | 49 | 0 | 0 | 49 |
| 220 - Multifamily Housing (Low-Rise) | 58 | 0 | 0 | 58 |

## ITE DEVIATION DETAILS

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.**

| | |
|---|---|
| Landuse | No deviations from ITE. |
| Methods | No deviations from ITE. |
| External Trips | 320 - Motel (General Urban/Suburban)<br>ITE does not recommend a particular pass-by% for this case.<br><br>220 - Multifamily Housing (Low-Rise) (General Urban/Suburban)<br>ITE does not recommend a particular pass-by% for this case. |

## SUMMARY

| | |
|---|---|
| **Total Entering** | 31 |
| **Total Exiting** | 76 |
| **Total Entering Reduction** | 0 |
| **Total Exiting Reduction** | 0 |
| **Total Entering Internal Capture Reduction** | 0 |
| **Total Exiting Internal Capture Reduction** | 0 |
| **Total Entering Pass-by Reduction** | 0 |
| **Total Exiting Pass-by Reduction** | 0 |

| | |
|---|---|
| Total Entering Non-Pass-by Trips | 31 |
| **Total Exiting Non-Pass-by Trips** | 76 |

## PERIOD SETTING

| | | | |
|---|---|---|---|
| **Analysis Name :** | PM PEAK HOUR | | |
| **Project Name :** | SANTA FE SUITES CONVERSION | **No :** | |
| **Date:** | 4/12/2022 | **City:** | SANTA FE |
| **State/Province:** | NM | **Zip/Postal Code:** | |
| **Country:** | | **Client Name:** | |
| **Analyst's Name:** | VSC | **Edition:** | Trip Generation Manual, 10th Ed |

| Land Use | Independent Variable | Size | Time Period | Method | Entry | Exit | Total |
|---|---|---|---|---|---|---|---|
| 320 - Motel (General Urban/Suburban) | Rooms | 128 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. | Average 0.38 | 26 53% | 23 47% | 49 |
| 220 - Multifamily Housing (Low-Rise) (General Urban/Suburban) | Dwelling Units | 123 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. | Best Fit (LOG) Ln(T) = 0.89Ln(X) +-0.02 | 45 63% | 26 37% | 71 |

## TRAFFIC REDUCTIONS

| Land Use | Entry Reduction | Adjusted Entry | Exit Reduction | Adjusted Exit |
|---|---|---|---|---|
| 320 - Motel | 0 % | 26 | 0 % | 23 |
| 220 - Multifamily Housing (Low-Rise) | 0 % | 45 | 0 % | 26 |

## INTERNAL TRIPS

**320 - Motel** | **220 - Multifamily Housing (Low-Rise)**

**Exit** 23 — Demand Exit: 0 % (0) — Balanced: 0 — Demand Entry: 0 % (0) — **Entry** 45

**Entry** 26 — Demand Entry: 0 % (0) — Balanced: 0 — Demand Exit: 0 % (0) — **Exit** 26

**320 - Motel**

| | Total Trips | Internal Trips | | External Trips |
|---|---|---|---|---|
| | | 220 - Multifamily Housing (Low-Rise) | Total | |
| **Entry** | 26 (100%) | 0 (0%) | 0 (0%) | 26 (100%) |

| | | | | |
|---|---|---|---|---|
| **Exit** | 23 (100%) | 0 (0%) | 0 (0%) | 23 (100%) |
| **Total** | 49 (100%) | 0 (0%) | 0 (0%) | 49 (100%) |

**220 - Multifamily Housing (Low-Rise)**

| | Total Trips | Internal Trips | | External Trips |
|---|---|---|---|---|
| | | 320 - Motel | Total | |
| **Entry** | 45 (100%) | 0 (0%) | 0 (0%) | 45 (100%) |
| **Exit** | 26 (100%) | 0 (0%) | 0 (0%) | 26 (100%) |
| **Total** | 71 (100%) | 0 (0%) | 0 (0%) | 71 (100%) |

## EXTERNAL TRIPS

| Land Use | External Trips | Pass-by% | Pass-by Trips | Non-pass-by Trips |
|---|---|---|---|---|
| 320 - Motel | 49 | 0 | 0 | 49 |
| 220 - Multifamily Housing (Low-Rise) | 71 | 0 | 0 | 71 |

## ITE DEVIATION DETAILS

| Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. | |
|---|---|
| Landuse | No deviations from ITE. |
| Methods | No deviations from ITE. |
| External Trips | 320 - Motel (General Urban/Suburban)<br>ITE does not recommend a particular pass-by% for this case.<br><br>220 - Multifamily Housing (Low-Rise) (General Urban/Suburban)<br>ITE does not recommend a particular pass-by% for this case. |

## SUMMARY

| | |
|---|---|
| **Total Entering** | 71 |
| **Total Exiting** | 49 |
| **Total Entering Reduction** | 0 |
| **Total Exiting Reduction** | 0 |
| **Total Entering Internal Capture Reduction** | 0 |
| **Total Exiting Internal Capture Reduction** | 0 |
| **Total Entering Pass-by Reduction** | 0 |
| **Total Exiting Pass-by Reduction** | 0 |

| | |
|---|---|
| Total Entering Non-Pass-by Trips | 71 |
| **Total Exiting Non-Pass-by Trips** | 49 |

# Development Review Team

## Comment Form

Date: June 13, 2022

Staff person: Stan Holland, Engineer

Dept/Div: Public Utilities/Wastewater

**Case: Case #2022- 5397. 3007 S Saint Frances Drive Development Plan Amendment.**

Case Mgr: Daniel Alvarado , Case Manager

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**The subject properties are accessible to the City public sewer system. Accessible is defined as within 200 feet of a public sewer line.**

Review by this division/department has determined that this application will meet applicable standards if the following are met:

| Conditions of Approval: | Must be completed by: |
|---|---|
| 1. The applicant shall verify and provide to the Wastewater Division proof that all the existing individual units are connected to the City public sewer system by their own separate, unique private sanitary sewer service lateral that is not shared with another residential unit. If the proposed dwelling units share their private sewer system laterals the Applicant is required to establish a means to provide for the ownership and maintenance of a private sanitary sewer system that is shared by the community as a whole | Prior to Sign Off for Final Plat or Development Plan |

| Technical Corrections*: | Must be completed by: |
|---|---|
| 1. | Prior to Sign Off for Final Subdivision Plat. |

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [None]

# Santa Fe Metropolitan Planning Organization

**Date:** **June 22, 2022**

**To:** **Daniel Alvarado**

**From:** **Santa Fe MPO**

**ITEM & ISSUE:**

Case #2022- 5397. 3007 S Saint Frances Drive Development Plan Amendment
Support of parking reduction request

**RECOMMENDATIONS:**

The MPO supports the developer's request to reduce the required parking for their 123 unit development that is almost entirely studio apartments. The residents will have a multitude of opportunities to utilize other means of transportation such as biking, walking, and public transit with close proximity to the Zia Rail Runner Station, Santa Fe Trails Route 6 stops on Zia, the Gail Ryba multi-use trail, and the Arroyo Chamiso multi-use trail. Additionally, parking in this area is plentiful with approximately 50% of the land use between the development and Zia Road dedicated to parking and parking access.

The Sustainable Santa Fe 2040 Plan outlines a City goal of achieving carbon neutrality by 2040. One strategy to reach this goal is to increase the utilization of multimodal transportation, which can be supported by right-sized parking and access to transportation options such as these residents will have.

New research demonstrates that when developments provide more parking, residents are more likely to own cars and drive more. Therefore the assumption that demand for parking is fixed and not related to available parking appears incorrect. This research indicates that parking demand, parking spaces, and multimodal transportation are all correlated.
https://www.sightline.org/2021/01/28/more-parking-isnt-harmless-it-actually-makes-us-drive-more/



This development specifically and directly addresses the shortage of affordable housing in our city. Transportation costs are the second leading cost for many of these households. The Santa Fe 2020-2045 Metropolitan Transportation Plan states on page 6-11 that "According to the Bureau of Labor Statistics average transportation costs (gas, insurance, car payments, maintenance, etc.) in America grew from $9,049 to $9,761 from 2016 to 2018 and comprise approximately 16 percent of consumer expenses. This is second only to housing costs, which comprise approximately 33 percent of consumer expenditures. Within the Santa Fe MPO, the average household spends $12,321 on transportation annually; approximately 23 percent of income is spent on transportation." Thus, it is important to not incentivize the maintenance of multiple cars per household, and to allow the abundance of alternative transportation choices in this area to factor into a context sensitive solution for this location.

These ideas are supported and upheld in the forthcoming Multimodal Transition Plan, which the City is in the midst of finalizing approval for. This plan integrates public transportation, parking, and active transportation into a comprehensive view providing recommendations to improve non-automotive means of transportation. This plan fully supports reducing parking minimums as shown below:

"The City must use progressive, future-forward parking policies, such as by reducing parking requirements to avoid excess parking and to consider parking management where feasible to encourage non-auto access, to ensure that these new buildings offer parking and access in a way that mirrors the City's overall desire for a multimodal approach that prioritizes people over cars." (p89)

"There is increasing awareness nationwide regarding the disadvantages of excessive requirements for off-street parking. Community design can be degraded by excessive parking that is never or only infrequently used, with parallel impacts on water quality, heat island effects and degradation of pedestrian travel. Desired new development (such as affordable housing) or reuse of older structures can be limited or made infeasible by high parking requirements. At a broader level, excessive parking has been shown to encourage additional auto use by margins of 40 to 50 percent." (p92)

Additionally, the Multimodal Transition Plan recommends changing the code to only require 1 parking space per studio apartment and 1.25 spaces per one-bedroom apartment (p93). Therefore in this development, only 123.25 or 124 parking spaces would be required.

Finally, increased impervious surfaces that maybe required by an expanded parking requirement in this area will increase the amount of runoff and the power of that storm water discharge to the nearby arroyo, which is already suffering from high erosion according to discussion with city drainage staff.

# City of Santa Fe, New Mexico

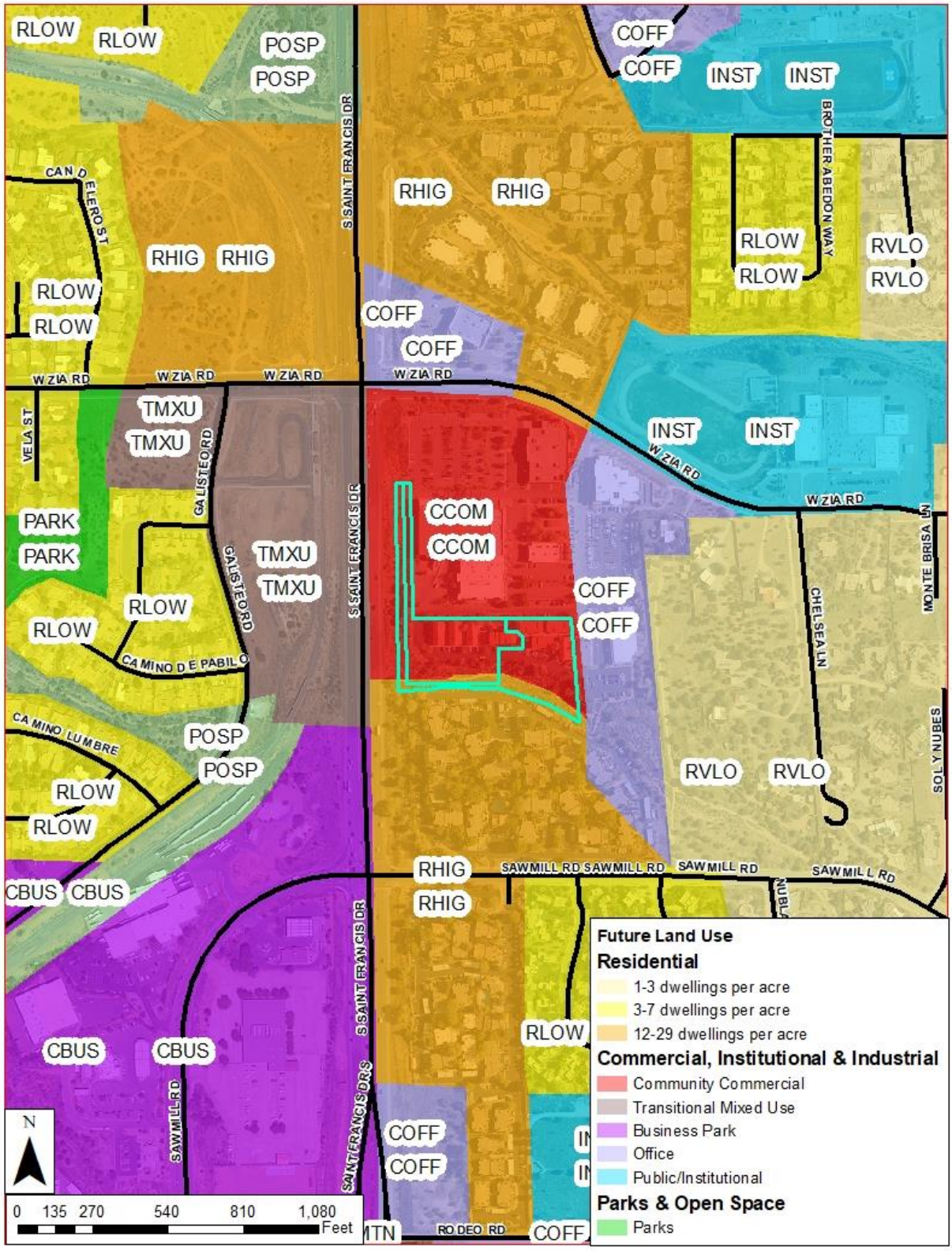
**Cases #2022 - 5397, 5398**
**3007 S. Saint Frances Drive**
**Santa Fe Suites**
**Development Plan Amendment and Rezoning**
**Planning Commission**
**July 7, 2022**

# Exhibit B

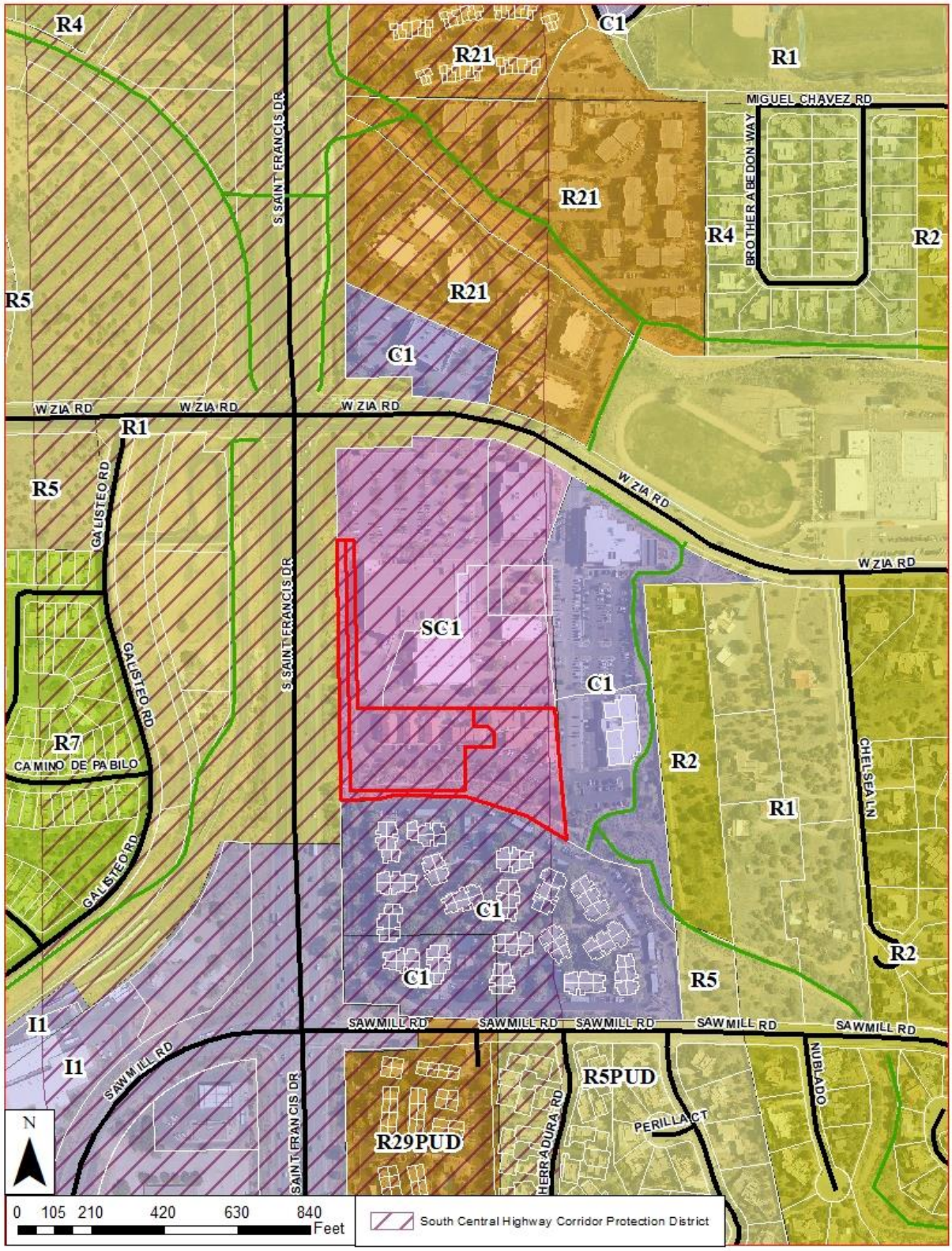
## Maps and Photos

1. **Future Land Use**
2. **Current Zoning**
3. **Aerial Photo**
4. **Street Views**

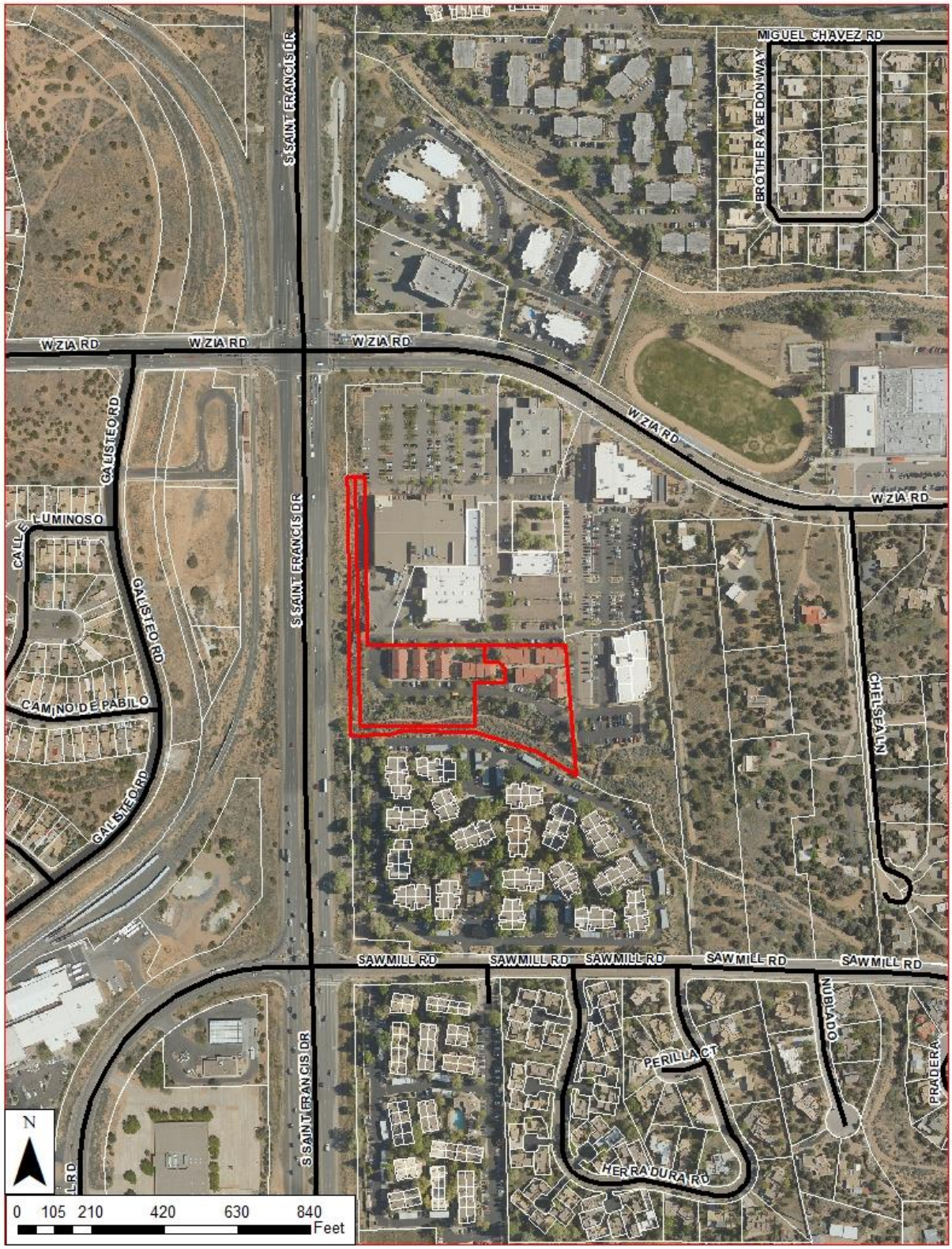
**Future Land Use**



**Current Zoning**



**Aerial Photo**



**View from St. Francis Drive**




**Main Entrance (looking south)**



**Rear Courtyard (looking north)**



**Northeast corner of property**



# City of Santa Fe, New Mexico

**Cases #2022 - 5397, 5398**
**3007 S. Saint Frances Drive**
**Santa Fe Suites**
**Development Plan Amendment and Rezoning**
**Planning Commission**
**July 7, 2022**

# Exhibit D

## Applicant Materials

1. **Project Report**
2. **Legal Lot of Record**
3. **Santa Fe Homes Agreement**
4. **Site Threshold Assessment (traffic)**
5. **Parking Demand Study**
6. **Water Budget**
7. **Proposed Development Plan Amendment**

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT

May 23, 2022

Daniel Alvarado, Senior Planner
Current Planning Division
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

**RE: Santa Fe Suites Residential Conversion at 3007 S Saint Francis S Drive Development Plan Amendment and Rezoning Applications**

Dear Daniel:

This letter is respectfully submitted on behalf of Vincent's Legacy, LLC ("Applicant") for review and approval of the following applications: (1) Amendment to the 1997 San Miguel Plaza Development Plan requesting a conversion of Santa Fe Suites from a 128-unit extended stay residential suite hotel to a 123-unit multi-family residential community, and (2) a rezoning application to remove the existing structure from the South Central Highway Corridor (SCHC) Protection Overlay District in order to allow for the existing density of 35.5 dwellings per acre, which exceeds the allowable density of 21 dwellings per acre in the SCHC Overlay (the "Project"). No changes to the existing structures or new development are being proposed with these applications.

**Project Description**

The subject property comprises of ±4.58 acres, located at 3007 S. St. Francis Drive and is currently used as a 123-unit multi-family apartment community spread across eight buildings on two parcels of land: Lot D-5 and Lot D-6 (the "Property"). The Property is zoned SC-1 (Shopping Center) with Residential Suite Hotel (RS) Overlay and South Central Highway Corridor (SCHC) Overlay in which a multi-family residential is a permissible use with a maximum density requirement of 21 dwellings per acre, plus 15% density bonus = 24.28 dwellings per acre.

The Project is located in the Plaza Entrada shopping center, previously named San Miguel Plaza. Its neighbors are medical and office buildings zoned C-1 to the east, as well as Albertson's grocery store and retail shops, zoned SC-1 to the north. The South St. Francis Drive runs along the west plaza boundary, and the property abuts the Arroyo En Medio to the south with Zia Road defining the north boundary of the shopping plaza. Neighboring residential development across the arroyo is the Vizcaya Apartments zoned C-1.

The Project will utilize the existing extended-stay suites as studio apartments, each of which is already equipped with a kitchenette and a bathroom. Community amenities include a Laundry Room and access to social services as described in the Background section of the report below. The south parking lot boundary adjoins green active open space, access to which exists for tenant recreation, nature enjoyment, and/or pet walking. Direct access to the Zia Trail is available via the open space and adjacent parking areas. The existing site is to remain, including the existing paving, landscaping, lighting and signage. A reduction in required parking is being requested, as supported by the Parking Demand Analysis included with the application and discussed below.

The purpose of the proposed San Miguel Plaza Development Plan Amendment #1 and rezoning request is to reflect the change of use of Santa Fe Suites on lots D5 and D6 from Residential Suites Hotel to High Density Residential. Lots D1, D2, D3, D4, and track F2 remain subject to the terms and conditions of the San Miguel Plaza Development Plan, as originally approved in 1997 and depicted in the records of the Santa Fe County Clerk as Instrument #990203, Book 367 / Page 25. The proposed amendment to the 1997 San Miguel Development Plan and the proposed exclusion of these parcels from the SCHC Overlay District only pertain to the subject parcels referenced as Lots D5 and D6. Furthermore, Office Tract F1 (A&B) is to remain subject to the terms and conditions of the Plaza Entrada Professional Office Building Development Plan recorded, in the records of the Santa Fe County Clerk on March 8, 2002, as Instrument #1196229, Book 495 / Page 45.

**Background**

In December of 2020, Community Solutions purchased Santa Fe Suites, an extended-stay hotel, in partnership with the City of Santa Fe. Leveraging federal funding made available with the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, the City of Santa Fe pioneered an innovative way to repurpose the struggling hotel to meet the needs of the community and help address an unprecedented housing shortage. The 123-room studio apartment community helps to address the housing crisis resulting from the COVID-19 pandemic and accelerate the City's efforts to end homelessness. The property provides its tenants, many of whom are housing-insecure, access to critical social services and community services, such as a grocery store, pharmacy, public transportation. The proposed unit mix balances affordable market rate units and supportive units.

The Santa Fe Suites residential conversion is not a 100% supportive housing project; however, approximately 50% of the apartments provide permanent housing for the formerly chronically homeless and/or homeless individuals from the "By-Name List" (a comprehensive list of every person experiencing homelessness in the Santa Fe community, created using information collected and shared with their consent). The remaining 50% of units are leased to middle income or workforce housing (earning ~60% AMI) and will maintain long-term affordability. Formerly homeless residents are referred by community partners, which include the Santa Fe Community Housing Trust, St. Elizabeth's Shelter Corporation, and the City of Santa Fe. Additionally, in partnership with the Cancer Foundation of New Mexico (CFFNM), Santa Fe Suites has dedicated six units to low-income patients needing respite following treatment at the

nearby CHRISTUS St. Vincent Regional Cancer Center. Residents range from small families to single adults, as well as one staff member who lives onsite. The Project comprises 123 apartments:

- 122 studios and 1 one-bedroom unit
- 2 units are reserved for staff
- 6 units are reserved for the Cancer Foundation of New Mexico
- 50% residents receive supportive services
- 50% workforce residents

Supportive services include onsite counseling and case management, job placement assistance as well assistance with obtaining legal, financial, mental health, educational, medical and rehabilitation services. This on-site essential support is coordinated by St. Elizabeth's.

**Zoning**

The Property is zoned SC-1 (Shopping Center) with Residential Suite Hotel (RS) Overlay and South Central Highway Corridor (SCHC) Protection Overlay. Multi-family residential is a permissible use under these zoning designations. The existing structures comply with all SC-1 and SCHC Overlay code requirements except density.

The total acreage of the subject property is ±4.58 acres and the existing dwelling unit count is 123 units, resulting in an existing density of 35.5 dwellings per acre. As such, the density exceeds allowable density in the SCHC Overlay of 21 dwellings per acre. Since there are no maximum density requirements in the SC-1 zoning, this development plan amendment application is accompanied by a rezoning application to remove the property from the SCHC Overlay, and rezoning approval criteria are addressed elsewhere in this report.

Because the SC-1 underlying zoning has no maximum density requirement, the maximum density defaults to 21 dwellings per acre, per SCHC Overlay District standards defined in SFCC §14-5.5(A)(4)(a)(i). Density calculations for the existing development are as follows:

| | | |
|---|---|---|
| Gross Lot Area | 4.58 acres | |
| Floodplain | 1.12 acres | |
| Net Lot Area | 3.46 acres | |
| | | |
| Density Allowed in SCHC | | 21 DU/acre x 3.46 acres = 73 DU |
| 15% Density Bonus for Affordable | | 72.6 DU + 15% Density Bonus= 84 DU |
| Existing Density | | 123 DU / 3.46 acres = 35.5 DU/acre |

In the SCHC Overlay District, per SFCC §14-5.5(A)(4)(a)(ii) *"The maximum height of structures shall be twenty-five (25) feet, not including a parapet."* Per Table 14-7.3-1, the maximum allowable height in SC-1 zoning is 35 feet. The height of each of the eight existing structures is 24'-6" and thus does not exceed the maximum allowable height.

In the SCHC Overlay District, per SFCC §14-5.5 (A)(4)(a)(iii) *"The minimum building setback or yard from the edge of the right-of-way shall be fifty (50) feet except that the minimum building setback from Old Pecos Trail between I-25 and St. Michael's Drive shall be seventy-five (75) feet; and (Ord. No. 2012-11 § 10)."* Per Table 14-7.3-1, the minimum setback in SC-1 zoning *"shall be equivalent to the minimum yard requirements in any adjoining zoning district."* The adjoining district to Santa Fe Suites is C-1, which dictates that the minimum setback in residential uses is to match R-21 requirements. Per Table 14-7.2-1, *"Generally, setbacks are established by a development plan approved by the Planning Commission"*. The existing setback to S St. Francis Drive is 120 feet, well in excess of the SCHC Overlay minimum setback requirement.

In regards to open space requirements, SFCC §14-5.5(A)(4)(b)(v) states: *"… for any nonresidential permitted use, a minimum of thirty-five percent of the lot and for any residential permitted use, a minimum of fifty percent of the lot shall be open space."* There is no required open space in SC-1 zoning per Table 14-7.3. The existing site provides just over the required 50% of lot size of open space as calculated below, and is thus compliant with zoning requirements.

| | |
|---|---|
| Gross Lot Area: | 4.58 acres |
| Required Open Space: | 4.58 acres x 50% = 2.29 acres |
| Provided Open Space: | 2.30 acres |

In terms of lot coverage, SFCC §14-5.5(A)(4) states the following for the SCHC Overlay: "*The standards applicable to development within the SCHC district are the same as the underlying zoning district,"* and according to Table 14-7.3-1, there is no maximum lot coverage requirement for SC-1 zoning. Therefore, the Project is in compliance with lot coverage requirements.

**Rezoning Approval Criteria**

As noted above, the subject property (both parcels D-5 and D-6) is zoned SC-1 (Shopping Center) with Residential Suite Hotel (RS) Overlay and South Central Highway Corridor (SCHC) Protection Overlay. Multi-family residential is a permissible use under these zoning designations; however, the existing density exceeds the maximum allowed in the SCHC Protection Overlay. The Applicant requests to remove the Property from the SCHC Overlay District, such that it will be compliant with the underlying SC-1 zoning, in which there is no maximum residential density requirement.

Responses to the rezoning approval criteria in SFCC §14-3.5(C) and (D) are detailed below.

1. *The planning commission and the governing body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:*

*a. one or more of the following conditions exist:*

*1. there was a mistake in the original zoning;* N/A

*2. there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning;* N/A

*3. a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;*

Response: The Santa Fe community continues to experience an unprecedented housing crisis. In December of 2020, the City of Santa Fe deployed the emergency CARES Act COVID relief funds to provide affordable and subsidized housing to provide much needed housing for the increasing number of people experiencing homelessness. By utilizing an existing asset – an under-used, extended-stay hotel – the City leaders in partnership with Community Solutions, a non-profit organization, were able to quickly satisfy this urgent and growing need.

In order for the Property to continue to operate in this manner, a change of use must be approved along with the rezoning out of the SCHC Overlay to allow the existing density to align with applicable zoning regulations. This is a unique instance where the SCHC Overlay standards are out of alignment with a creative solution to an urgent community need. If approved, this rezoning request will create an advantage for the Santa Fe community in supporting this type of creative problem solving and utilization of existing assets to serve current needs. The reason for higher density is the nature of the housing project utilizing an existing structure. A vacant hotel is an opportunity for an adaptive reuse of an underutilized existing development to rapidly meet some of housing needs that have been exacerbated by the COVID-19 pandemic.

*b. all the rezoning requirements of Chapter 14 have been met;*

Response: All the rezoning requirements of Chapter 14 have been met.

*c. the rezoning is consistent with the applicable policies of the general plan, including the future land use map;*

Response: With respect to the Future Land Use Map, the subject property is designated Community Commercial, in which a mix of uses including Residential is allowed. The following aspects of the rezoning are especially consistent with the policies of the 1999 General Plan's Growth Management and Land Use Chapters:

- Affordable Housing: "*Actively participate in the creation of affordable housing*". The rezoning of the property in order to allow existing density will provide 123 units of affordable housing to the community.
- Quality of Life: "*Enhance the quality of life of the community and ensure provision of community services for residen*ts." The rezoning of Santa Fe Suites to allow existing

density to serve a residential use will ensure that supportive services are provided for 50% of tenants. This benefit to specific individuals has a profound ripple effect on the community, by providing more secure and stable housing units and additional support to individuals who need it the most.

- Urban Form: "*Promote a compact urban form and encourage sensitive/compatible infill development.*" This multi-family project will operate within existing structures; no new structures, nor development are being proposed. Therefore, it is inherently promoting urban form by adaptive reuse of existing urban fabric.

*d. the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and*

Response: General Plan Figure 4-4, Urban Sub-Areas, designates the subject properties and surrounding area as an "Infill Area." General Plan Section 4.1 states, "*In both 'infill' and 'future growth' areas, the city must encourage higher densities of residential and commercial development than existing zoning often allows*" to help "*create efficient use of already existing roads and utilities, help ensure cost-efficient public transit, and provide the type of housing that will be in demand…*". Adaptive reuse of existing hotel structures to serve a residential purpose as affordable housing satisfies this intent of the General Plan by utilizing existing buildings and infrastructure.

*e. the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.*

Response: The proposed change of use and rezoning will be accommodated by the existing infrastructure and surrounding public facilities. Additionally, the proposed change of use and rezoning will not create a need for additional infrastructure of any sort. As a result, there will be no physical impacts imposed by the proposed Project.

*2. Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:*

*a. allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;*
*b. affect an area of less than two acres, unless adjusting boundaries between districts; or*
*c. benefit one or a few landowners at the expense of the surrounding landowners or general public.*

Response: Santa Fe Suites rezoning out of the SCHC Overlay not only complies with numerous General Plan policies (Affordable Housing, Quality of Life, Urban Form) as addressed above, it

is a model of the type of adaptive reuse and infill development that the Plan specifically encourages. The proposed use is compatible with the historic use of the Property, and there will be no change in character from the existing condition. The Property is of sufficient size to warrant the rezoning request, and the Project will benefit those members of our community who are most in need of immediate housing and services.

**Development Plan Approval Criteria**

The Development Plan approval criteria outlined in §14-3.8(D)(1) are addressed below:

*a. that it is empowered to approve the plan under the section of Chapter 14 described in the application*

Response: The Planning Commission has the authority to review and approve this plan, per SFCC §14-2.3(C)(1).

*b. that approving the development plan does not adversely affect the public interest*

Response: The proposed development plan establishes predictable parameters for future use of the proposed multifamily residential community. In doing so, the development plan accommodates existing conditions, and creates housing opportunities in close proximity to transit, services, and employment. These projected outcomes are in the public interest.

*c. that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.*

Response: The proposed development plan for a 123-unit apartment community is compatible with abutting mixed land uses, which include retail, medical, office, commercial, and residential, etc. The property has been an extended stay hotel use for decades and will be converted to multi-family residential use with the approval of this development plan. The proposed use is compatible with nearby multi-family housing projects in the vicinity, such as the Vizcaya Apartments, which are located across the Arroyo En Medio and are zoned C-1.

**Change of Use Impact Fees**

The proposed Development Plan requests change of use from Hotel to Residential. Change of Use Impact Fees are calculated as follows:

Proposed Residential: $2,457 per Unit
123 Units
123 x $2,457 = $302,211

Existing Commercial: $4,388 per 1000 SF Gross Area

Gross Area: 46,492 SF
46.492 x $4,388 = $204,006.90

Impact Fees at Change of Use:
$302,211- $204,006.90= $98,204.10

**Santa Fe Homes Program**

In accordance with the provisions of City of Santa Fe Ordinance 2016-9, the Santa Fe Homes Program Proposal is submitted herewith for your reference. Please reference Exhibit A for proposal details.

**Traffic**

A Site Threshold Analysis was performed and submitted to Public Works by Santa Fe Engineering for the change of use, and is under review. Please reference Exhibit B.

**Parking Reduction Request**

As part of the development plan application in support of the proposed residential conversion, a parking reduction is requested. The attached Parking Demand Analysis determined that the one hundred thirty-one (131) provided parking spaces are sufficient for the Project. The study found that for this project type, the SFCC requirement per Table 14.8.6-1 is to provide 1.25 parking spaces per unit is excessive and inefficient based on project location, type of use, unit size and expected occupancy. According to the Parking Demand Analysis demonstrates that the existing parking lot has more than enough spaces to meet demand. In support of our request please reference Exhibit C.

The existing parking lot has 135 spaces overall; however, four of those spaces lie just outside of the lot line and outside of the parking easement, therefore the official count is 131 spaces.

| | | |
|---|---|---|
| Units < 800 sf: | (123) units x 1.25 = | 154 spaces |
| | **Total Required =** | **154 spaces** |
| | **Total Provided =** | **131 spaces** |

| | |
|---|---|
| ADA including 1 van-accessible space | 10 spaces |
| Regular | 121 spaces |
| TOTAL | 131 spaces |

The project will also provide twelve (12) exterior bicycle parking spaces in accordance with the provisions of Table 14-8.6-3.

**Terrain Management and Water Harvesting**

The soils and drainage conditions of the existing drainage infrastructure were analyzed to determine if this project meets current City of Santa Fe Terrain and Stormwater Management Regulations (SFCC 14-8.2). This analysis compared both predeveloped conditions (circa 1997) and the current (2022) conditions and determined that the project would meet current City of Santa Fe Terrain Management requirements provided that some remedial work and maintenance is provided on the existing drainage infrastructure as detailed in the attached Terrain Management Report (Exhibit D).

**Water & Sewer**

The existing Project on Lots D-5 and D-6 will continue to be served with existing City water and sewer infrastructure. The Project is connected to the City water system via an existing main on Zia Road. Per SFCC §14-8.13(B)(3), "*When a proposed new* structure *or use replaces an existing* structure *or use, the* development *water budget for the proposed new* structure *or use may be reduced by an amount equal to the average annual consumption in the twenty-four months that the highest water use was active during the preceding ten years or by the amount of water previously offset if the previously offset amount is higher. Consumption shall be determined through* city *utility billing system records."*

Historic usage data was obtained from the City Utilities however it was discovered that the data was inaccurate. For the purposes of this report, water impact fees are calculated based on the standards set forth by the Resolution No. 2010-20. The proposed Water Budget will be updated with actual historical use data once the correct data is received from the City Utilities. Please reference Water Budget (Exhibit E) for details.

| | |
|---|---|
| **Hotel Use 0.13 AFY per Unit at 128 Units** | **18.27 AFY** |
| Actual Residential Use at 123 Units 19.68 AFY | 8.3 AFY |
| Proposed Landscaping Irrigation | 0.45 AFY |
| Subtotal | 8.75 AFY |
| 9.8% Contingency per SFCC §14-8.13(E)(1) = | 0.86 AFY |
| **Total Residential Water Budget Delta** | **9.16 AFY** |
| **Delta** | **-9.11 AFY** |

Water demand offset fees are typically paid upon issuance of building permits for the change of use from motel to residential. Change of building use would result in a decrease of -9.11 AFY.

Fee is calculated at $16,600 per AFY. Since the residential conversion would result in a decrease of water use, thus there is no water offset fee due.

The project will continue to be served by the City of Santa Fe Solid Waste Management

Division. Please refer to the Utility Plan for further details.

**Open Space and Landscaping**

Per SFCC Table 14-7.3-1: Table of Dimensional Standards for Nonresidential Districts, there is no maximum lot coverage requirement in SC-1. However, there are open space requirements in the SCHC Overlay, and the existing site complies.

Per SFCC §14-5.5(A)(4)(b)(v), 50% of lot area must be preserved as open space.

| | |
|---|---|
| Gross Lot Area: | 4.58 acres |
| Required: | 4.58 * 50% = 2.29 acres |
| Provided: | 2.30 acres |

Landscaping on the existing site will be improved upon in accordance with City requirements, per SFCC §14-8.4. All of the existing parking lot and street trees are to remain. Additional native and/or drought-tolerant plants will be planted in the landscape strips. Plantings will include a combination of deciduous and evergreen trees, shrubs, and groundcover. The preservation of the existing mature and native vegetation is a top priority. Please refer to the attached Landscape Plan for further details.

**Lighting**

There are six existing pole lights within the property boundary with additional lighting illuminating the plaza parking lot which is located on neighboring properties. Existing pole light locations noted on Sheet DP-2. Since these pole lights have been in existence prior to effective date of 2011, they are to remain per SFCC §14-8.9. Please reference Exhibit F.

**Signage**

There are three existing signs, which will remain. One pole sign located at the South St. Francis Drive ROW, a similar sign on the building also facing the ROW, and a 36”x96” rectangular sign mounted between two wood posts at 62” in height above the ground. This sign is centrally located at the entry. Should there be any revision requests to signage in the future, a formal permit application will be submitted for review. Please reference Exhibit G.

**Archaeology**

The Project is located in the Suburban Archaeological Review District, where a parcel size of under 10 acres and will need no new utility extensions, it does not require archaeological survey or review. Furthermore, since this project is proposing only minor landscaping improvements to the site, there will be no impacts on prehistoric, historic, archaeological or cultural sites.

**Fire Protection and Emergency Access**

Emergency access requirements are satisfied by the existing 20-ft wide driveway which wraps around the parking lot. There are four total fire hydrants at close proximity to the property: two fire hydrants located on the north side of the property and two fire hydrants located to the south side of the property. Additionally, each of the existing eight buildings already provides an FDC near the main entry to the building. Please refer to Site and Utility Plans for more information.

**Early Neighborhood Notification**

An Early Neighborhood Notification meeting was held on March 31, 2022, via Zoom. There were approximately 34 participants including presenters and City staff. Notes from the meeting are included with this report as an Exhibit H.

In support of this request, the following documentation is submitted herewith for your reference:

1. Development Plan Application
2. Rezoning Application
3. Vicinity Map (refer to Cover Sheet)
4. Letter of Owner Authorization
5. Warranty Deed
6. Lot of Record Plat
7. Current Boundary Survey (refer to Plan Set)
8. Development Plan Set
9. Santa Fe Homes Program Proposal (Exhibit A)
10. STH Form (Exhibit B)
11. Parking Demand Analysis (Exhibit C)
12. Terrain Management Report (Exhibit D)
13. Water Budget (Exhibit E)
14. Notes from the ENN meeting (Exhibit F)

The Application Fees are calculated as follows:

| | |
|---|---|
| Rezoning | $400.00 |
| DP Amendment | $300.00 |
| TOTAL: | $700.00 |

Please contact us should you have any questions or require additional information.

Thank you for your consideration.

Sincerely,

**JENKINSGAVIN, INC.**



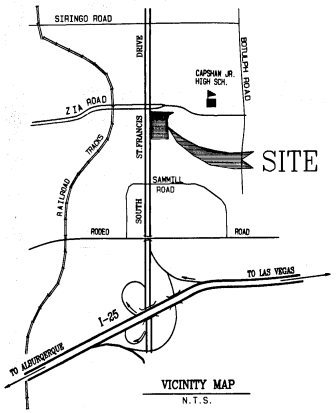
Jennifer Jenkins

0358049

# BOUNDARY SURVEY
# LOT LINE ADJUSTMENT
# TRACT D
# LOT SPLIT
# TRACT F
# EASEMENT RELOCATION
# "SAN MIGUEL PLAZA"

**WITHIN TRACTS D & F**

**LA ENTRADA DE SANTA FE**




VICINITY MAP
N.T.S.

## OWNERS CONSENT

SAN MIGUEL PLAZA

The undersigned authorized representative for the owners of tracts D & F does hereby consent to the lot line adjustments of Lots D1 through D6, and lot split of Tract F; the undersigned does hereby vacate, relocate & grant the ingress, egress, utility (including sanitary sewer and water), drainage, and trail easements as shown on the plats herein, as follows: the ingress and egress easements are hereby granted to the owners of the Tracts and Lots within San Miguel Plaza; the utility easements are hereby granted to the public utility companies for providing utility service to the owners of these Tracts and Lots, and to the City of Santa Fe for public sanitary sewer and water lines to these Tracts and Lots; the drainage easements are hereby granted to the owners of these Tracts and Lots for the purpose of maintaining the free flow of storm waters to the underground detention ponds and subsequently to the arroyo as required by the City of Santa Fe Terrain Management regulations, in place at the time of this platting. the City of Santa Fe is hereby given the right to access, inspect and maintain the drainage easements at the discretion of the City; the trail easement is hereby granted to the City of Santa Fe; the easements serving the existing public sanitary sewer line and water lines which cross these Tracts and Lots in a north south direction shall remain in place until such time that the new public sanitary sewer and water line are constructed and accepted by the City of Santa Fe, at which time a document shall be filed acknowledging the vacation of said easements. This plat is made with the free consent and is in accordance with the desires and wishes of the undersigned. These lands lie within the planning and platting jurisdiction of the city of Santa Fe New Mexico.

SANTA FE LAND PARTNERSHIP L.L.C.
A NEW MEXICO LIMITED LIABILITY COMPANY

OWNER:

STATE OF NEW MEXICO } SS
COUNTY OF SANTA FE }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 21st DAY OF MARCH 1997, BY C.S. SANDS AS PRESIDENT

MY COMMISION EXPIRES: 2-25-00

OFFICIAL SEAL
Richard A. Morris
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 2-25-00

NOTARY PUBLIC

U.S. West Communications, Inc., Disclaimer.
This plat has been approved for easement purposes only
The signing of this plat does not in any way guarantee telephone service to the subdivision.

## UTILITY SIGNATURES

THE UNDERSIGNED HEREBY ACKNOWLEDGE AND AGREE TO THE VACATION & RELOCATION OF EASEMENTS AS SHOWN ON SHEETS 2 & 3 HEREIN.

U.S. WEST COMMUNICATIONS — 3/18/97 DATE

PUBLIC SERVICE CO. OF N.M. - ELECTRIC — 3/18/97 DATE

PUBLIC SERVICE CO. OF N.M. - GAS — 3-18-97 DATE

CITY OF SANTA FE WASTEWATER MANAGEMENT DIV. — 3/24/97 DATE

PNM FOR SANGRE DE CRISTO, FOR CITY OF SANTA FE — 3/20/97 DATE

## NOTES

1) TRACTS SHOWN ON THIS PLAT SHALL BE DEVELOPED IN ACCORDANCE WITH THE DEVELOPMENT PLAN APPROVED BY THE SANTA FE CITY COUNCIL ON NOVEMBER 13, 1996 (CASE No. M 1996-24).

2) BASIS OF BEARINGS IS TAKEN FROM A PLAT ENTITLED "ALTA/ACSM SURVEY, OF TRACT "D" LA ENTRADA DE SANTA FE, BY RICHARD A. MORRIS, DATED DEC. 3, 1995, HAVING RED MOUNTAIN ENGINEERS PROJECT No. 95840-100.

3) DATA SHOWN IN ( ) SINGLE PARENTHESIS IS TAKEN FROM A PLAT ENTITLED "LA ENTRADA DE SANTA FE, PRELIMINARY AND FINAL SUBDIVISION PLAT, TRACT D & EASEMENT DEDICATION TRACT F", BY THOMAS A. ORTIZ, L.S. 4331, AS RECORDED IN THE SANTA FE COUNTY CLERK'S OFFICE ON NOVEMBER 17, 1987, IN PLAT BOOK 179 PAGE 037.

4) REFER TO AN ANNEXATION AGREEMENT BETWEEN ST. FRANCIS PROPERTIES AND THE CITY OF SANTA FE AS RECORDED WITH THE SANTA FE COUNTY CLERK ON NOVEMBER 17, 1987 IN MISC. BOOK 597 PAGE 064-070.

5) REFER TO A PLAT OF SURVEY ENTITLED " A.L.T.A./A.C.S.M. LAND TITLE SURVEY TRACT E LA ENTRADA DE SANTA FE, RANCHO VIZCAYA APARTMENTS" BY RUSS P. HUGG, P.S. 9750, DATED OCTOBER 1991, HAVING JOB No. CB#20#13 SF91.

6) REFER TO A WATER LINE AND RIGHT OF WAY EASEMENT FROM ST. FRANCIS PROPERTIES TO PUBLIC SERVICE COMPANY OF NEW MEXICO, FILED IN THE SANTA FE COUNTY CLERK'S OFFICE IN MISC. BK. 530 PAGE 158-159.

7) THIS TRACT LIES WITHIN ZONE "A", AREA OF THE 100 YEAR FLOODPLAIN AND ZONE "X", AREA DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN AS SHOWN ON F.E.M.A. F.I.R.M. COMMUNITY-PANEL NUMBER 350069 250 B, DATED NOVEMBER 4, 1988, AS SHOWN HEREON.

8) IMPROVEMENTS SHOWN ARE CURRENT AS OF DATE OF FIELD SURVEY, 12/5/95.

9) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. REFER TO TITLE BINDER BY LAWYERS TITLE OF SANTA FE (FIRST AMERICAN TITLE INSURANCE COMPANY) HAVING CASE NO 19184, DATED NOV. 14, 1995.

10) PRIOR TO THE COMPLETION OF THE INITIAL DEVELOPMENT OF THE PROJECT, THE DEVELOPER SHALL RECORD ONE OR MORE INSTRUMENTS ESTABLISHING PERPETUAL RECIPROCAL PARKING AND ACCESS EASEMENTS WITHIN THE PROJECT.

11) PRIOR TO THE CONSTRUCTION OF BUILDINGS, RECIPROCAL PARKING AND ACCESS EASEMENTS WILL BE RECORDED IN CONFORMANCE WITH THE FINAL DEVELOPMENT PLAN.

## CITY OF SANTA FE

REVIEWED BY CITY PLANNER — 3/24/97 DATE

REVIEWED BY CITY SUBDIVISION ENGINEER — 3/24/97 DATE

## SUMMARY COMMITTEE

APPROVED BY THE SUMMARY COMMITTEE OF THE PLANNING COMMISSION AT IT'S MEETING OF November 7, 1996.

CHAIRMAN — 3-24-97 DATE — SECRETARY — 3/24/97 DATE

## SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE NOTES SHOWN HEREON WERE PREPARED UNDER MY DIRECTION FROM A SURVEY PERFORMED IN THE FIELD, FOR THE PURPOSE OF RECONFIGURING THESE LOTS AS INSTRUCTED BY THE OWNERS OF SAID LOTS. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THIS PLAT MEETS OR EXCEEDS THE REQUIREMENTS OF THE "MINIMUM STANDARDS FOR LAND SURVEYING IN NEW MEXICO".

MARCH 21, 1997

RICHARD A. MORRIS REG. PROF. SURVEYOR NEW MEXICO No. 10277

RICHARD A. MORRIS NEW MEXICO 10277 REGISTERED LAND SURVEYOR

COUNTY OF SANTA FE STATE OF NEW MEXICO 97 1535

I hereby certify that this instrument was filed for record on the 31 day of March A.D. 19 97, at 2:45 o'clock P M. and was duly recorded in book 358 page 491 of the records of SANTA FE COUNTY.

Witness my Hand and Seal of Office.
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.

DEPUTY

## LEGAL DESCRIPTION

CERTAIN PARCELS OF LAND LYING AND BEING SITUATE WITHIN TRACTS D & F LA ENTRADA DE SANTA FE, FILED IN BK. 179 PG. 037 WITH THE SANTA FE COUNTY CLERK, AND AS SHOWN ON THIS SURVEY HEREIN, WITHIN SECTION 2, TOWNSHIP 16 NORTH, RANGE 9 EAST, N.M.P.M., CITY AND COUNTY OF SANTA FE, NEW MEXICO. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT CITY OF SANTA FE CONTROL MONUMENT No. 113 BEING A ALUM. CAP IN CONCRETE, THENCE S12°09'12"E A DISTANCE OF 164.86 FEET TO THE TRUE POINT AND PLACE OF BEGINNING, THE NORTHWEST CORNER OF LOT D2, MARKED BY A N.M.S.H.& T.D. RIGHT OF WAY RAIL AT THE SOUTHEAST INTERSECTION OF SAINT FRANCIS DRIVE & ZIA ROAD;

THENCE FROM SAID POINT OF BEGINNING, ALONG THE SOUTH RIGHT OF WAY OF ZIA ROAD N89°01'35"E, A DISTANCE OF 219.72 FEET TO A N.M.S.H. & T.D. RIGHT-OF-WAY RAIL;

THENCE N00°54'44"W, A DISTANCE OF 55.98 FEET, TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 800.86 FEET, CENTRAL ANGLE OF 33°45'08", AN ARC DISTANCE OF 471.78 FEET TO A 1/2" REBAR, THE END OF SAID CURVE;

THENCE S56°59'06"E, A DISTANCE OF 14.92 FEET, TO A 1/2" REBAR;

THENCE S57°14'30"E, A DISTANCE OF 358.72 FEET TO A 1/2" REBAR, A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 894.00 FEET, CENTRAL ANGLE OF 18°28'13", AN ARC DISTANCE OF 288.20 FEET TO A 1/2" REBAR W/CAP, THE EASTERLY MOST CORNER OF TRACT F-1;

THENCE LEAVING THE SOUTH RIGHT OF WAY OF ZIA ROAD S88°56'41"W, A DISTANCE OF 356.84 FEET;

THENCE S05°07'58"E, A DISTANCE OF 1008.08 FEET TO THE SOUTHEAST CORNER OF TRACT F-1;

THENCE N45°26'46"W, A DISTANCE OF 83.53 FEET;

THENCE N15°51'46"W, A DISTANCE OF 39.92 FEET;

THENCE N37°41'46"W, A DISTANCE OF 34.93 FEET;

THENCE N12°29'46"W, A DISTANCE OF 84.87 FEET;

THENCE N75°51'46"W, A DISTANCE OF 114.77 FEET;

THENCE N59°56'39"W, A DISTANCE OF 109.77 FEET, TO THE SOUTHWEST CORNER OF TRACT F-1;

THENCE N60°01'00"W, A DISTANCE OF 129.92 FEET;

THENCE N72°38'54"W, A DISTANCE OF 185.32 FEET;

THENCE N88°28'40"W, A DISTANCE OF 204.96 FEET;

THENCE S75°17'31"W, A DISTANCE OF 44.91 FEET;

THENCE S87°53'10"W, A DISTANCE OF 111.02 FEET, TO A 1/2" REBAR W/CAP, STAMPED 5217, THE SOUTHWEST CORNER OF LOT D5, A POINT ON THE EAST RIGHT OF WAY LINE OF SAINT FRANCIS DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY N00°56'11"W, A DISTANCE OF 704.41 FEET, TO AN ANGLE POINT ON THE EAST RIGHT OF WAY LINE OF SAINT FRANCIS DRIVE;

THENCE N00°48'57"W, A DISTANCE OF 303.39 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING A TOTAL OF 22.577 ACRES, MORE OR LESS.

SHEET 1 OF 3

| INDEXING INFORMATION FOR COUNTY CLERK | | | | |
|---|---|---|---|---|
| OWNER | SECTION | TWNSHP. | RANGE | SUBDIVISION |
| ST. FRANCIS | 2 | 16 NORTH | 9 EAST | SAN MIGUEL PLAZA |


Red Mountain Engineers, Inc.
Engineers · Surveyors · Planners
1216 PARKWAY DRIVE, SUITE A
P.O. BOX 16116, SANTA FE, NM 87506-6116
PHONE: (505) 473-7373


SHEET No. C1

| DRAWN BY: G. SMITH | SCALE: 1"= 100' | CHECKED BY: RAM |
|---|---|---|
| NAME: SAN MIGUEL PLAZA | | PROJECT No. 95840-102 |

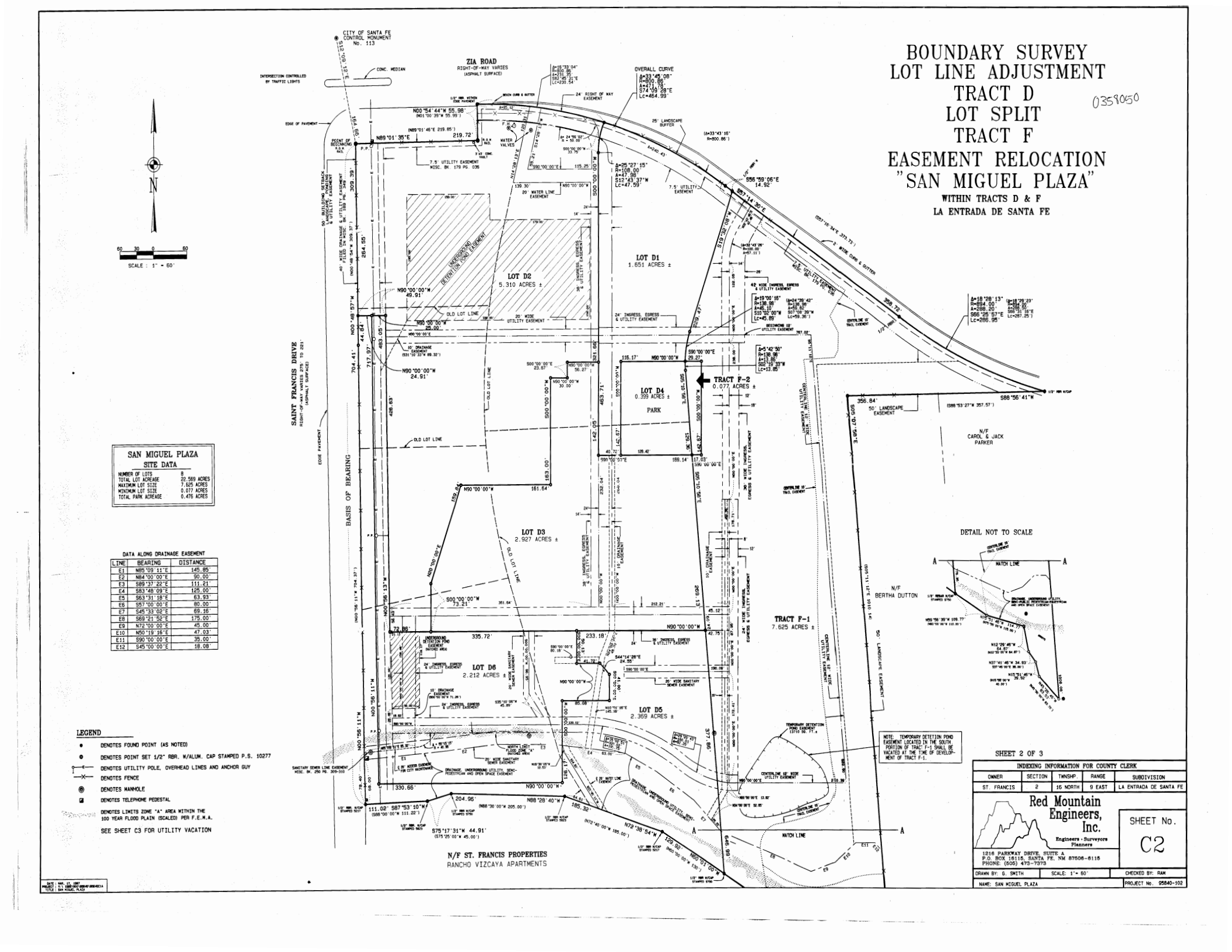
DATE : MAR. 21, 1997
PROJECT : P:\ 1995\PROJ\95840\95840-MISC\
TITLE : SAN MIGUEL PLAZA COVER SHEET

# BOUNDARY SURVEY
# LOT LINE ADJUSTMENT
# TRACT D
# LOT SPLIT
# TRACT F
# EASEMENT RELOCATION
# "SAN MIGUEL PLAZA"

WITHIN TRACTS D & F

LA ENTRADA DE SANTA FE

0358050




SCALE : 1" = 60'

| SAN MIGUEL PLAZA SITE DATA | |
|---|---|
| NUMBER OF LOTS | 8 |
| TOTAL LOT ACREAGE | 22.569 ACRES |
| MAXIMUM LOT SIZE | 7.625 ACRES |
| MINIMUM LOT SIZE | 0.077 ACRES |
| TOTAL PARK ACREAGE | 0.476 ACRES |

DATA ALONG DRAINAGE EASEMENT

| LINE | BEARING | DISTANCE |
|---|---|---|
| E1 | N85°09'11"E | 145.85' |
| E2 | N84°00'00"E | 90.00' |
| E3 | S89°37'22"E | 111.21' |
| E4 | S83°48'09"E | 125.00' |
| E5 | S63°31'18"E | 63.93' |
| E6 | S57°00'00"E | 80.00' |
| E7 | S45°33'02"E | 69.16' |
| E8 | S69°21'52"E | 175.00' |
| E9 | N72°00'00"E | 45.00' |
| E10 | N50°19'16"E | 47.03' |
| E11 | S90°00'00"E | 35.00' |
| E12 | S45°00'00"E | 18.08' |

LEGEND

- DENOTES FOUND POINT (AS NOTED)
- DENOTES POINT SET 1/2" RBR. W/ALUM. CAP STAMPED P.S. 10277
- DENOTES UTILITY POLE, OVERHEAD LINES AND ANCHOR GUY
- DENOTES FENCE
- DENOTES MANHOLE
- DENOTES TELEPHONE PEDESTAL
- DENOTES LIMITS ZONE "A" AREA WITHIN THE 100 YEAR FLOOD PLAIN (SCALED) PER F.E.M.A.

SEE SHEET C3 FOR UTILITY VACATION

SHEET 2 OF 3

| INDEXING INFORMATION FOR COUNTY CLERK | | | | |
|---|---|---|---|---|
| OWNER | SECTION | TWNSHP. | RANGE | SUBDIVISION |
| ST. FRANCIS | 2 | 16 NORTH | 9 EAST | LA ENTRADA DE SANTA FE |


Red Mountain Engineers, Inc.
Engineers · Surveyors Planners
1216 PARKWAY DRIVE, SUITE A
P.O. BOX 16115, SANTA FE, NM 87506-6115
PHONE: (505) 473-7373


SHEET No. C2

DRAWN BY: G. SMITH | SCALE: 1"= 60' | CHECKED BY: RAM

NAME: SAN MIGUEL PLAZA | PROJECT No. 95840-102

**SANTA FE HOMES PROGRAM**

**RENTAL PROPOSAL**

**"Santa Fe Suites Residential Conversion"**
**3007 S St. Francis Dr, Santa Fe, New Mexico**

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this __ day of _____, 2021 by **St Vincent's Legacy LLC** ("SFHP Developer").

**RECITALS**

A. SFHP Developer is the developer of *3007 S St. Francis Dr* hereinafter referred to as the "Property".

B. SFHP Developer desires to develop the Property.

C. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

**PROPOSAL**

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST.

1. SFHP Developer seeks 1997 San Miguel Plaza Development Plan Amendment #1 approval.

2. The Property is to be developed as of **123** existing rental units.

B. SFHP PLAN. SFHP Developer proposes to utilize all 123 existing rental units as affordable housing. Developer agrees to comply with the Santa Fe Homes Program ordinance and will not be subject of payment of a fee, established on an "affordability gap" measure as per SFHP Administrative Procedures. The fee revenues will be used to provide tenant based, scattered site rental assistance to income-qualified renters or to provide

DRAFT

capital support for an off-site affordable rental housing project. The fee for this project is **$ 0** as the project will provide 100% affordable housing.

C. SUCCESSORS IN TITLE. SFHP Developer proposes to develop the Property consistent with this SFHP Proposal. In the event that SFHP Developer sells, assigns, leases, conveys, mortgages, or encumbers the Property to any third party, the third party shall be required to execute a SFHP Agreement consistent with this Proposal prior to obtaining any City approvals. SFHP Developer proposes to record applicable regulatory agreements or liens in the public records that will ensure long-term affordability of the SFHP units or fulfillment of the proposed alternate compliance.

D. MONITORING. SFHP Developer proposes to provide such information and documentation as the City may reasonably require in order to ensure that the actual rental agreements were in compliance with the SFHP Agreement.

E. REVISIONS, MODIFICATIONS AND SUPPLEMENTATION OF THIS PROPOSAL. In the event that the SFHP Developer or the City make material modifications, including modifications to the number of lots or units or the area covered by the Proposal, a revised SFHP Proposal shall be promptly submitted to the Office of Affordable Housing in order to provide a SFHP Proposal that is current and reflects the intended development.

F. ACCESS. SFHP Developer proposes to grant access to the City or its agent to inspect the records of SFHP Developer for the SFHP units in order to determine compliance with the SFHP Ordinance and the SFHP Agreement.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER: St Vincent's Legacy LLC

_____
Title: _____

STATE OF NEW MEXICO )
)ss.
COUNTY OF SANTA FE )

**ACKNOWLEDGEMENT**

The foregoing instrument was acknowledged before me this ____day of

_____, 2021, by_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

REVIEWED BY:

_____ _____
OFFICE OF AFFORDABLE HOUSING DATE

Attach: Exhibit 1 – Site Plan/Location Map
Exhibit 2 - SFHP calculation worksheet **N/A**

EXHIBIT 1

Site Plan/Location Map



EXHIBIT 2

## SFHP RENTAL UNIT CALCULATION WORKSHEET

The project is in an ***R-###*** zoning district, permitting ## units per acre. The project has an area of approximately ## acres. The project is proposing ## rental homes; ## studio, ## one-bedroom units, ## two-bedroom units, and ## three-bedroom units. There are not additional land use requirements for this site.

**The SFHP requirement is calculated below:**

Total number of units multiplied by (0.15) = the number of SFHP rental units required
= ## total units x 0.15 = ## SFHP unit(s) is/are required.

**In lieu of providing affordable rental units, the Developer proposes to comply with SFHP through the payment of a fee as per Ordinance 2016-09.**

### 2020 Affordability Gap Voucher

| | HUD FMR | SFHP Avg | Fee/Unit | Fee as of 7/1/20* | Fee as of 7/1/21 |
|---|---|---|---|---|---|
| Studio | $ 804 | $ 618 | $ 186 | $ 223 | $ 261 |
| 1 BR | $ 940 | $ 618 | $ 322 | $ 387 | $ 451 |
| 2 BR | $ 1,071 | $ 706 | $ 365 | $ 438 | $ 511 |
| 3 BR | $ 1,363 | $ 813 | $ 550 | $ 660 | $ 770 |
| 4 BR | $ 1,571 | $ 920 | $ 651 | $ 781 | $ 911 |

*As of July 1, 2021, fees will increase by an additional 20%

### Proposed Project

| Unit Type | % of Total | # of Units |
|---|---|---|
| Studio | 0% | 0 |
| 1 BR | 0% | 0 |
| 2 BR | 0% | 0 |
| 3 BR | 0% | 0 |
| | 100% | 0 |

**Steps for Calculation**

1. enter # of each unit type
2. multiply # of units by 15%
3. multiply # of affordable units by fee/unit/month
4. multiply fee/month by 24 (months) = Project Fee
5. Sum Project Fee to get Total Project Fee

### 2020 Affordability Gap Voucher Calculation

| Bedrooms | # Units | Aff'd Units | Fee/Unit | Fee/Month | Total Fee |
|---|---|---|---|---|---|
| 0 | 0 | | $ 223 | | |
| 1 | 0 | | $ 387 | | |
| 2 | 0 | | $ 438 | | |
| 3 | 0 | | $ 660 | | |
| TOTAL | | | | | |

**NOTE:** The rents and fee schedule are modified by the City according to Section 8.7.3 of the SFHP Administrative Procedures to reflect annual changes in the median income levels. The current schedule in effect at the time the fees are paid, determines the amount of the fee. The prices are updated annually.

**EXHIBIT B**

Santa Fe Engineering Consultants, LLC
SFEC
Civil and Traffic Engineering
Construction Management
Land Development
1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641

April 13, 2022

Ms. Jennifer Jenkins
JenkinsGavin, Inc.
130 Grant Avenue, Suite 101
Santa Fe, NM 87501

**RE: SITE THRESHOLD ASSESSMENT FOR THE SANTA FE SUITES CONVERSION**

Dear Ms. Jenkins,

We have prepared a Site Threshold Assessment for the conversion of the Santa Fe Suites (128 rooms) located at 3007 St. Francis Drive, Santa Fe, NM to a 123-unit apartment complex.

The existing motel and proposed apartments were analyzed to determine the traffic generated during the AM and PM peak hours. Traffic Generation Rates were determined using the Institute of Transportation Engineers (ITE) TripGen Web-Based App, Version 1.3.1. The ITE TripGen Web-Based App is based upon the ITE Trip Generation Handbook, 10th Edition. The results are as follows:

| **TRIP GENERATION MOTEL VERSUS APARTMENTS** | | |
|---|---|---|
| **Description** | **AM** | **PM** |
| Motel (128 rooms) (ITE 320) | 49 | 49 |
| Multifamily Low-Rise Apartments (123 units) (ITE 220) | 58 | 71 |
| | | |
| **Difference** | **+ 9 cars** | **+ 22 cars** |

The trip generation calculations and the NMDOT STH form are attached. The projected traffic does not meet the threshold for a Traffic Impact Analysis (TIA).

Sincerely,

Eric Cornelius, P.E.
Santa Fe Engineering Consultants, LLC

# Site Threshold Assessment (STH)

*A Site Threshold Assessment (STH) is required of all developing or redeveloping properties that directly or indirectly access a state highway.*

District No. _____

Project No. _____

***Permit Applicant***

Date: _____

Applicant Name: _____

Business Name: _____

Business Address: _____

_____

City: _____ State: _____ Zip Code: _____-_____

***Site Description***

| Development Type | | Site Information (fill in all that apply) | | | |
|---|---|---|---|---|---|
| Residential | ✓ | Building Size (SF) | | Dwelling Units | 123 |
| Retail | | Parcel Size (ac) | | Rooms | |
| Office | | Roadway Frontage (ft) | | Beds | |
| Industrial | | Parking Spaces | | Students | |
| Institutional | | Employees | | Seats | |
| Lodging | | Other | | Fuel Pumps | |
| Restaurant | | | | Courts | |
| Convenience/Gas | | | | Storage Units | |
| Other | | | | | |

The STH examines existing roadway volumes and anticipated site trip generation for the purpose of determining if additional analyses are required. If the site characteristics and the trip generation estimate for a proposed development do not satisfy the requirements for a STA or a TIA as determined by the District Traffic Engineer, the STH should be approved and the traffic study requirement for the proposed development will be complete. If additional analysis is required based on the results of the STH, the District Traffic Engineer should indicate to the applicant the level of analysis that is required.

***Existing Roadway Data***

Highway No.: US 285

Highway ADT: 28,192

Number of Lanes (two-way): 6

Site Mile Post: 163

Count Year: 2019

Func. Class.: PRINCIPAL ARTERIAL

***Trip Generation***

ITE Trip Generation Land Use Category: 220

| | | | | |
|---|---|---|---|---|
| AM Peak Hour Trips | Enter: | 18 | Exit: | 31 |
| PM Peak Hour Trips | Enter: | 26 | Exit: | 23 |

**Exceeds Threshold:** (Y) **or** N → If Yes, is a (STA) or **TIA** Required?

***Thresholds***

*STA: 25 to 99 peak-hour total trips and more than 1,000 vehicles per lane per day on adjacent highway.*

*TIA: 100 or more peak-hour total trips.*

Other Requirement Basis / DTE Comments: _____

_____

_____

New Mexico DEPARTMENT OF TRANSPORTATION

MS2 Transportation Data Management System

List View | All DIRs | Report Center

Record 1 of 1 Goto Record go

| | | | |
|---|---|---|---|
| Location ID | 25374 | MPO ID | |
| Type | SPOT | HPMS ID | |
| On NHS | Yes | On HPMS | |
| LRS ID | US84P | LRS Loc Pt. | 162.5081337 |
| SF Group | 07 | Route Type | |
| AF Group | 07 | Route | US0084 |
| GF Group | 07 | Active | Yes |
| Class Dist Grp | 07 | Category | |
| Seas Clss Grp | Statewide | | |
| WIM Group | FC-NOT-1 | | |
| QC Group | Default | | |
| Fnct'l Class | (3) Other Principal Arterial | Milepost | |
| Located On | US-84-P | | |
| Loc On Alias | JCT SAWMILL ROAD. | | |

More Detail

STATION DATA

Directions: 2-WAY | NEG | POS

AADT

Create 2-Way

| Year | AADT | DHV-30 | K % | D % | PA | BC | Src |
|---|---|---|---|---|---|---|---|
| 2020 | 23,033[3] | | | | 21,374 (93%) | 1,659 (7%) | Grown from 2019 |
| 2019 | 28,192[3] | | 11 | 54 | 26,559 (94%) | 1,633 (6%) | Grown from 2018 |
| 2018 | 27,996[3] | | | | 26,148 (93%) | 1,848 (7%) | Grown from 2017 |
| 2017 | 28,222[0] | | | | 26,077 (92%) | 2,145 (8%) | restored from 2017 HPMS Report |
| 2015 | 28,766 | | 11 | 54 | | | |

|<< < > >>| 1-5 of 11

Travel Demand Model

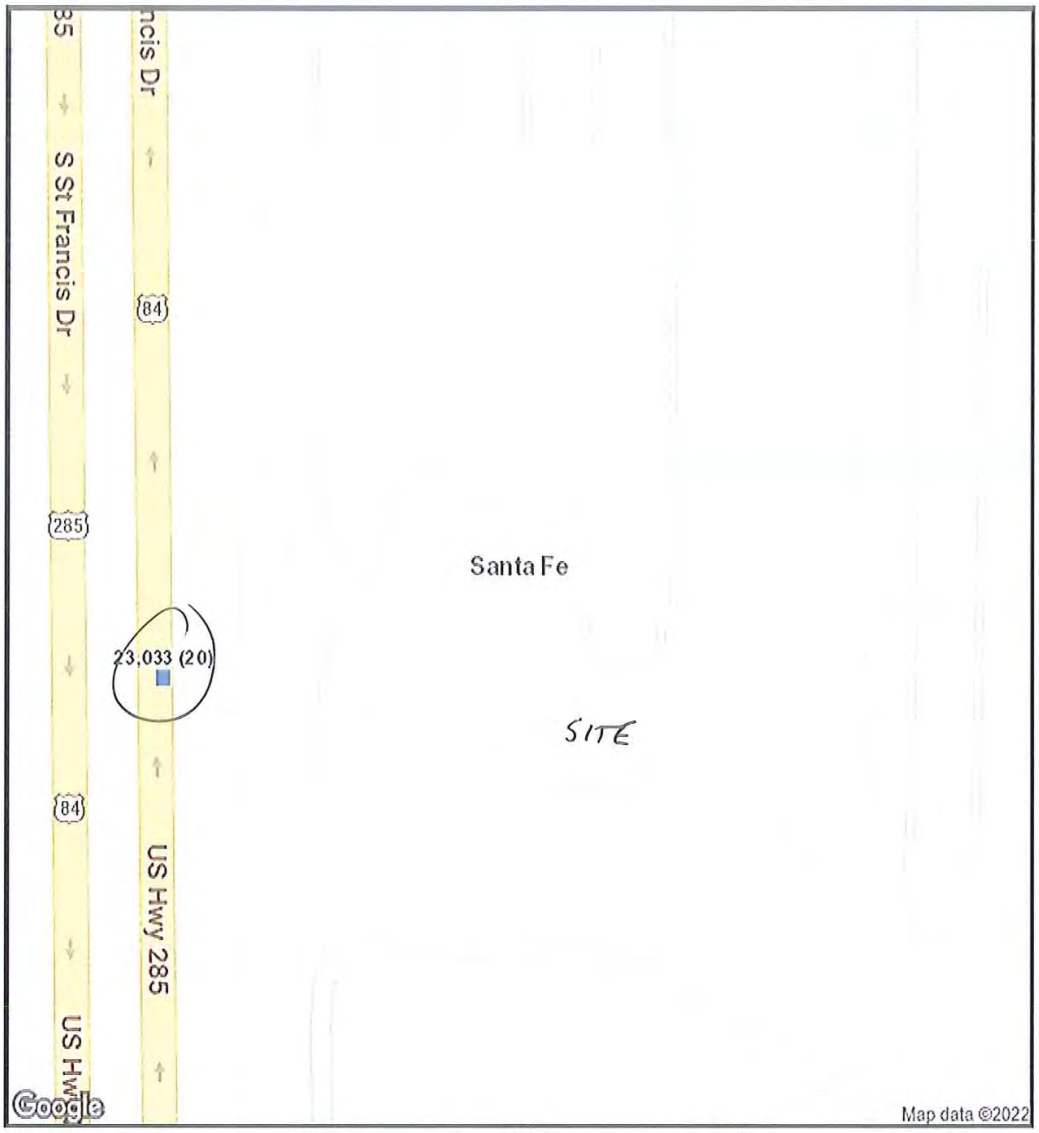
| | Model Year | Model AADT | AM PHV | AM PPV | MD PHV | MD PPV | PM PHV | PM PPV | NT PHV | NT PPV |
|---|---|---|---|---|---|---|---|---|---|---|

VOLUME COUNT

| | Date | Int | Total |
|---|---|---|---|
| No Data | | | |

VOLUME TREND

| Year | Annual Growth |
|---|---|
| 2020 | -18% |
| 2019 | 1% |
| 2018 | -1% |
| 2017 | -1% |
| 2015 | 1% |


S St Francis Dr
US Hwy 285
84
285
Santa Fe
23,033 (20)
SITE
Google
Map data ©2022
0
200
400
Feet
N
TCDS Locations
Short
Continuous
WIM
Located Short
Located Continuous
Located WIM
Inactive Location
New Mexico DEPARTMENT OF TRANSPORTATION

4/12/2022

## PERIOD SETTING

| | | | |
|---|---|---|---|
| **Analysis Name :** | AM PEAK HOUR | | |
| **Project Name :** | SANTA FE SUITES CONVERSION | **No :** | |
| **Date:** | 4/12/2022 | **City:** | SANTA FE |
| **State/Province:** | NM | **Zip/Postal Code:** | |
| **Country:** | | **Client Name:** | |
| **Analyst's Name:** | VSC | **Edition:** | Trip Generation Manual, 10th Ed |

| Land Use | Independent Variable | Size | Time Period | Method | Entry | Exit | Total |
|---|---|---|---|---|---|---|---|
| 320 - Motel (General Urban/Suburban) | Rooms | 128 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. | Average 0.38 | 18 37% | 31 63% | 49 |
| 220 - Multifamily Housing (Low-Rise) (General Urban/Suburban) | Dwelling Units | 123 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. | Best Fit (LOG) Ln(T) = 0.95Ln(X) +-0.51 | 13 22% | 45 78% | 58 |

## TRAFFIC REDUCTIONS

| Land Use | Entry Reduction | Adjusted Entry | Exit Reduction | Adjusted Exit |
|---|---|---|---|---|
| 320 - Motel | 0 % | 18 | 0 % | 31 |
| 220 - Multifamily Housing (Low-Rise) | 0 % | 13 | 0 % | 45 |

## INTERNAL TRIPS

**320 - Motel**

**220 - Multifamily Housing (Low-Rise)**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Exit** | 31 | Demand Exit: 0 % (0) | Balanced: 0 | Demand Entry: 0 % (0) | **Entry** | 13 |
| **Entry** | 18 | Demand Entry: 0 % (0) | Balanced: 0 | Demand Exit: 0 % (0) | **Exit** | 45 |

**320 - Motel**

| | Total Trips | Internal Trips | | External Trips |
|---|---|---|---|---|
| | | 220 - Multifamily Housing (Low-Rise) | Total | |
| Entry | 18 (100%) | 0 (0%) | 0 (0%) | 18 (100%) |
| Exit | 31 (100%) | 0 (0%) | 0 (0%) | 31 (100%) |

| | | | | |
|---|---|---|---|---|
| Total | 49 (100%) | 0 (0%) | 0 (0%) | 49 (100%) |

220 - Multifamily Housing (Low-Rise)

| | Total Trips | Internal Trips | | External Trips |
|---|---|---|---|---|
| | | 320 - Motel | Total | |
| Entry | 13 (100%) | 0 (0%) | 0 (0%) | 13 (100%) |
| Exit | 45 (100%) | 0 (0%) | 0 (0%) | 45 (100%) |
| Total | 58 (100%) | 0 (0%) | 0 (0%) | 58 (100%) |

## EXTERNAL TRIPS

| Land Use | External Trips | Pass-by% | Pass-by Trips | Non-pass-by Trips |
|---|---|---|---|---|
| 320 - Motel | 49 | 0 | 0 | 49 |
| 220 - Multifamily Housing (Low-Rise) | 58 | 0 | 0 | 58 |

## ITE DEVIATION DETAILS

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.**

Landuse — No deviations from ITE.

Methods — No deviations from ITE.

External Trips — 320 - Motel (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

220 - Multifamily Housing (Low-Rise) (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

## SUMMARY

| | |
|---|---|
| **Total Entering** | 31 |
| **Total Exiting** | 76 |
| **Total Entering Reduction** | 0 |
| **Total Exiting Reduction** | 0 |
| **Total Entering Internal Capture Reduction** | 0 |
| **Total Exiting Internal Capture Reduction** | 0 |
| **Total Entering Pass-by Reduction** | 0 |
| **Total Exiting Pass-by Reduction** | 0 |
| **Total Entering Non-Pass-by Trips** | 31 |
| **Total Exiting Non-Pass-by Trips** | 76 |

## PERIOD SETTING

| | | | |
|---|---|---|---|
| **Analysis Name :** | PM PEAK HOUR | | |
| **Project Name :** | SANTA FE SUITES CONVERSION | **No :** | |
| **Date:** | 4/12/2022 | **City:** | SANTA FE |
| **State/Province:** | NM | **Zip/Postal Code:** | |
| **Country:** | | **Client Name:** | |
| **Analyst's Name:** | VSC | **Edition:** | Trip Generation Manual, 10th Ed |

| Land Use | Independent Variable | Size | Time Period | Method | Entry | Exit | Total |
|---|---|---|---|---|---|---|---|
| 320 - Motel (General Urban/Suburban) | Rooms | 128 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. | Average 0.38 | 26 53% | 23 47% | 49 |
| 220 - Multifamily Housing (Low-Rise) (General Urban/Suburban) | Dwelling Units | 123 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. | Best Fit (LOG) Ln(T) = 0.89Ln(X) +-0.02 | 45 63% | 26 37% | 71 |

## TRAFFIC REDUCTIONS

| Land Use | Entry Reduction | Adjusted Entry | Exit Reduction | Adjusted Exit |
|---|---|---|---|---|
| 320 - Motel | 0 % | 26 | 0 % | 23 |
| 220 - Multifamily Housing (Low-Rise) | 0 % | 45 | 0 % | 26 |

## INTERNAL TRIPS

**320 - Motel**

**220 - Multifamily Housing (Low-Rise)**

| | | | | | | |
|---|---|---|---|---|---|---|
| **Exit** | 23 | Demand Exit: 0 % (0) | Balanced: 0 | Demand Entry: 0 % (0) | **Entry** | 45 |
| **Entry** | 26 | Demand Entry: 0 % (0) | Balanced: 0 | Demand Exit: 0 % (0) | **Exit** | 26 |

**320 - Motel**

| | Total Trips | Internal Trips | | External Trips |
|---|---|---|---|---|
| | | 220 - Multifamily Housing (Low-Rise) | Total | |
| **Entry** | 26 (100%) | 0 (0%) | 0 (0%) | 26 (100%) |
| **Exit** | 23 (100%) | 0 (0%) | 0 (0%) | 23 (100%) |

| | | | | |
|---|---|---|---|---|
| **Total** | 49 (100%) | 0 (0%) | 0 (0%) | 49 (100%) |

**220 - Multifamily Housing (Low-Rise)**

| | Total Trips | Internal Trips | | External Trips |
|---|---|---|---|---|
| | | 320 - Motel | Total | |
| Entry | 45 (100%) | 0 (0%) | 0 (0%) | 45 (100%) |
| Exit | 26 (100%) | 0 (0%) | 0 (0%) | 26 (100%) |
| **Total** | 71 (100%) | 0 (0%) | 0 (0%) | 71 (100%) |

## EXTERNAL TRIPS

| Land Use | External Trips | Pass-by% | Pass-by Trips | Non-pass-by Trips |
|---|---|---|---|---|
| 320 - Motel | 49 | 0 | 0 | 49 |
| 220 - Multifamily Housing (Low-Rise) | 71 | 0 | 0 | 71 |

## ITE DEVIATION DETAILS

**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.**

Landuse — No deviations from ITE.

Methods — No deviations from ITE.

External Trips — 320 - Motel (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

220 - Multifamily Housing (Low-Rise) (General Urban/Suburban)
ITE does not recommend a particular pass-by% for this case.

## SUMMARY

| | |
|---|---|
| **Total Entering** | 71 |
| **Total Exiting** | 49 |
| **Total Entering Reduction** | 0 |
| **Total Exiting Reduction** | 0 |
| **Total Entering Internal Capture Reduction** | 0 |
| **Total Exiting Internal Capture Reduction** | 0 |
| **Total Entering Pass-by Reduction** | 0 |
| **Total Exiting Pass-by Reduction** | 0 |
| **Total Entering Non-Pass-by Trips** | 71 |
| **Total Exiting Non-Pass-by Trips** | 49 |

EXHIBIT B

# Santa Fe Suites

## Parking Demand Study



Bohannan Huston

# Santa Fe Suites Parking Demand Study

April 18, 2022

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# Introduction

## Background

Santa Fe Suites is a former hotel located in the San Miguel Plaza on the corner of St Francis Dr and Zia Rd in Santa Fe, New Mexico (see Figure 1). In 2021, using federal CARES Act funding, the City of Santa Fe partnered with the non-profit organization Community Solutions to purchase the hotel and convert the rooms into affordable housing. The project has three main goals:

- Provide affordable housing to help accelerate the City's efforts to end homelessness.
- Offer below market rate rental rates and provide more housing options for rental assistance voucher holders.
- Provide housing for low-income cancer patients via the Cancer Foundation for New Mexico (treatment is available nearby at the Cancer Institute of New Mexico).[1]

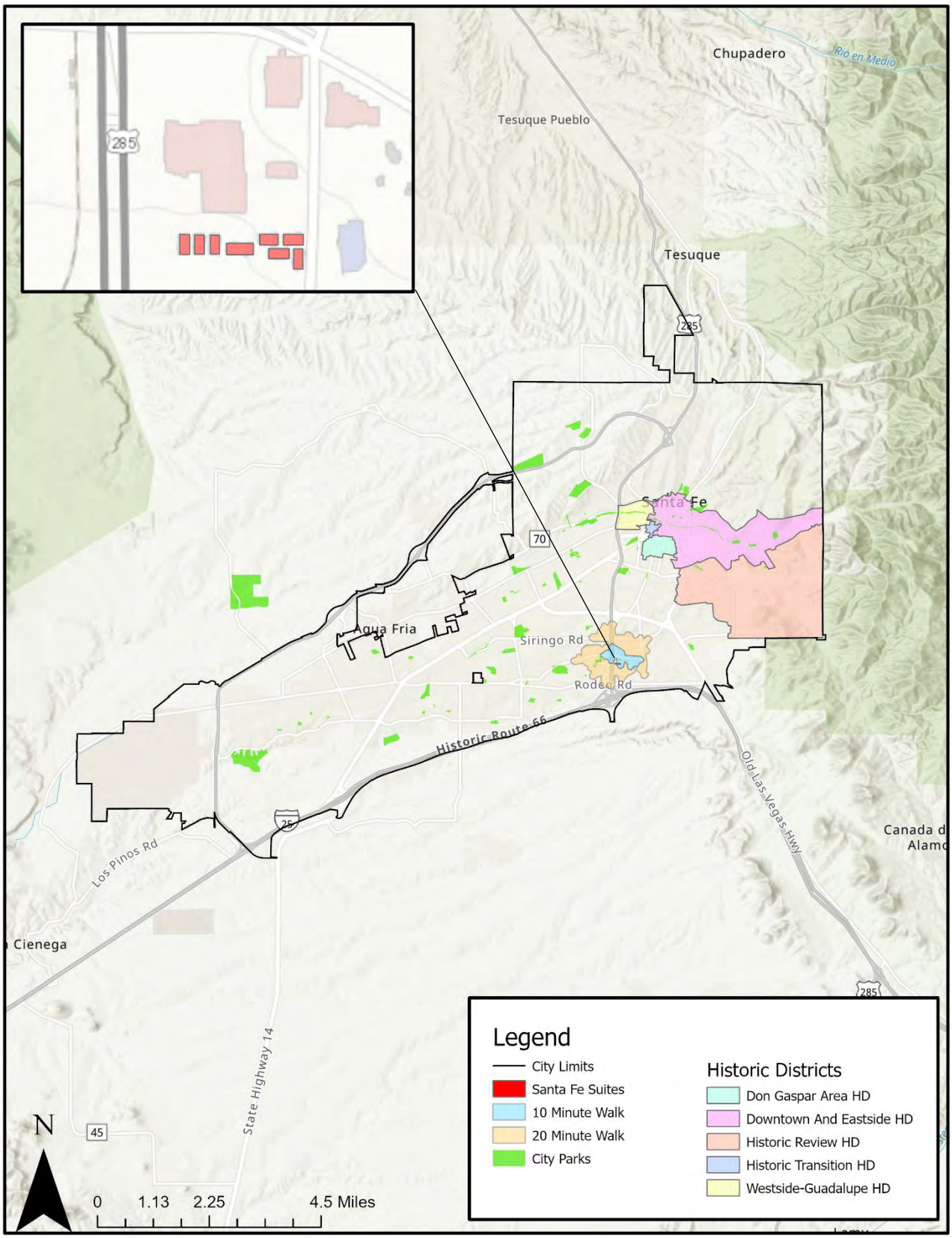
Santa Fe Suites also provides additional services such as job training, counseling, and assistance connecting tenants to other resources.

The project has 122 studio units (300 square feet) and one 600 square foot unit, totaling 123 dwelling units. 115 units are affordable studio apartments, six are affordable units set aside for patients of the Cancer Foundation for New Mexico, and two are reserved for staff. There are 131 parking spaces available at the site, and 12 bicycle parking spaces will be provided.

The change of use from hotel to residential increases the amount of parking required in the Santa Fe Code of Ordinances. This study supports the conversion of Santa Fe Suites to affordable housing by demonstrating that the additional 23 parking spaces needed to meet code requirements for multi-family attached dwelling units are not necessary due to the facility's location benefits and the reduced parking demand associated with multi-family affordable housing.

[1] Community Solutions. *Santa Fe Suites*. 2021. https://community.solutions/projects/santa-fe-suites/

**FIGURE 1: SANTA FE SUITES LOCATION AND CONTEXT**



## Study Considerations

Many factors can influence the parking demand associated with residential buildings, including unit size, resident demographics, nearby land uses, and site proximity to transit, biking, and walking infrastructure. This study primarily considers the following factors in determining parking demand and appropriate parking supply for the Santa Fe Suites Project:

1. **Santa Fe housing policy and housing needs:** Santa Fe has a severe affordable housing shortage. High parking minimums decrease the supply of housing and increase housing costs. While not reflected in Santa Fe's Code of Ordinances, Santa Fe's plans and policies support the reduction of parking minimums in favor of constructing affordable housing.
2. **Parking demand for multi-family housing, studio, and income-restricted housing:** Vehicle ownership at multi-family affordable housing developments is significantly lower than average. Studio units also generate less demand for parking than larger units.
3. **Site characteristics and location benefits:** Santa Fe Suites tenants are low- and moderate-income earners, who are less likely to own vehicles than higher-income earners. Furthermore, residents do not need to purchase or own a vehicle while living at Santa Fe Suites to conduct daily activities, as the site is within walking distance of grocery stores, services, and employment opportunities and is served by transit and a network of off-street bicycle facilities.

# Current and Required Parking Supply

## Existing Parking Supply

The existing parking lot at Santa Fe Suites includes 131 parking spaces. This count includes spaces available in shared parking easements that, per the San Miguel Plaza Development Plan, may be counted towards parking requirements.

## Required Parking Supply

Under Santa Fe Code, hotels are required to provide one parking space per room. The code requires 1.25 parking spaces per unit for attached dwelling units under 800 square feet, meaning that Santa Fe Suites would need 154 spaces to meet code requirements under the new use class, creating a shortage of 23 parking spaces for the facility.

Table 1 describes parking requirements and parking surplus/deficits for the old and new use classes.

**TABLE 1: PARKING SURPLUS OR DEFICIT FOR VARIOUS USE CLASSES**

| Use Classification | Required Parking Spaces Per Unit | Required Parking Spaces at Site | Existing Parking Supply | Percent Above/Below Requirements |
|---|---|---|---|---|
| Hotels/Motels | 1 | 123 | 131 | +7% |
| Attached Dwelling Unit <800 sf | 1.25 | 154 | 131 | -15% |

## San Miguel Plaza Development Plan

The San Miguel Plaza Development Plan was adopted in 1997 and includes parking requirements for buildings located within the plaza. The plan requires each individual parcel within the plaza to meet parking minimums for its intended use. The plan states that the minimum required parking is either parking minimums determined by City ordinances, or

the number of spaces shown on the original site plans, whichever is greater. The original site plan can be referenced in Appendix A: San Miguel Plaza Site Plan.

The Plaza Development Plan also includes permanent parking easements. One parking easement surrounds Santa Fe Suites and can be included in parking counts to meet minimum parking requirements. The other parking easement is for shared use among all San Miguel Plaza businesses, but the plan states that it cannot be used in parking counts for Santa Fe Suites.

Santa Fe's Code of Ordinances requires more parking spaces for attached dwelling units than the number of spaces shown on the original site plans in the San Miguel Plaza Development Plan. Under the new use class, Santa Fe Suites will not be in compliance with Santa Fe code or the San Miguel Plaza Development Plan, as the Development Plan stipulates that whichever parking requirement is greater should be used.

# Housing Affordability in Santa Fe

Santa Fe's housing market is characterized by a low supply of housing with an especially acute lack of affordable housing. According to the 2021 Santa Fe Housing Report, there is a shortage of 7,343 rental units and 5,000 affordable housing units in Santa Fe.

Santa Fe also has a 3% vacancy rate, one of the lowest vacancy rates of any U.S. city.[2] Low vacancy rates drive up the price of rent for all income levels and are especially detrimental to low-income households. Due to high rent prices compared to wages, 78% of renters making less than 30% of the area median income are cost burdened, meaning they spend more than 30% of their income on housing costs.

Homelessness is another pressing issue in Santa Fe with an increase in homelessness rates during the COVID-19 pandemic. A point-in-time count of homeless individuals conducted in January 2021 found 723 people experiencing homelessness, a significant increase from previous years. Even so, this number is likely to be an undercount due to the challenges of collecting homelessness data.[3]

## Santa Fe Policies in Support of Reduced Parking Minimums

**The City of Santa Fe Affordable Housing Plan** identifies parking minimums as a barrier to affordable housing development, particularly for multi-family housing. It states that "Although the traditional standard of two parking spaces per dwelling unit may be reasonable for many areas, a lower standard can and generally should be used for affordable housing, multi-family housing, group housing, and special needs housing." The plan further recommends reducing parking requirements as an incentive to encourage affordable housing development.

**The City of Santa Fe Land Use & Urban Design Plan** also recommends adjusting minimum parking requirements, stating that "One of the biggest contributors to sprawl and poor land management can be found in the amount of land devoted to massive parking lots that are rarely, if ever, full."[4]

[2] Santa Fe Association of Realtors. *Santa Fe Housing Report.* 2021.
[3] Santa Fe Association of Realtors. *Santa Fe Housing Report.* 2021.
[4] City of Santa Fe Long Range Planning Division. *City of Santa Fe Land Use & Urban Design Plan.*

# Factors Affecting Parking Demand

Higher than necessary parking minimums have been implemented in communities across the United States, resulting in an over-supply of parking that contributes to sprawling development patterns, reduces the amount of land available for housing, and increases the cost of development. Providing one parking space per unit increases development costs by 12.5% and providing two spaces per unit increases the cost by 25%.[5] These increased costs and externalities are passed on to renters through higher rents and decreased housing supply. Meanwhile, parking lots at many locations are rarely, if ever, full.

Research and policies implemented in other communities demonstrate that Santa Fe's parking minimums are higher than needed to meet demand, especially for developments like the Santa Fe Suites project. Parking demand has been shown to be lower than what is typically supplied by municipal codes for multi-family housing, affordable housing, small housing units, and at locations where shared parking is possible.

## Multi-Family Housing

While multi-family housing has generally lower parking minimums than single-family housing, Santa Fe's policy of providing 1.25 to 2 parking spaces per unit may still oversupply parking for these types of residences. A study based in Madison, WI studied peak parking demand at 50 multi-family complexes and found that "30 percent of the parking spaces are vacant during peak demand hours"[6], a significant finding because Madison only requires one parking space per unit. If parking at Santa Fe Suites followed the trends found in the Madison study, the building would only need 87 spots to satisfy typical parking demand for multi-family housing.

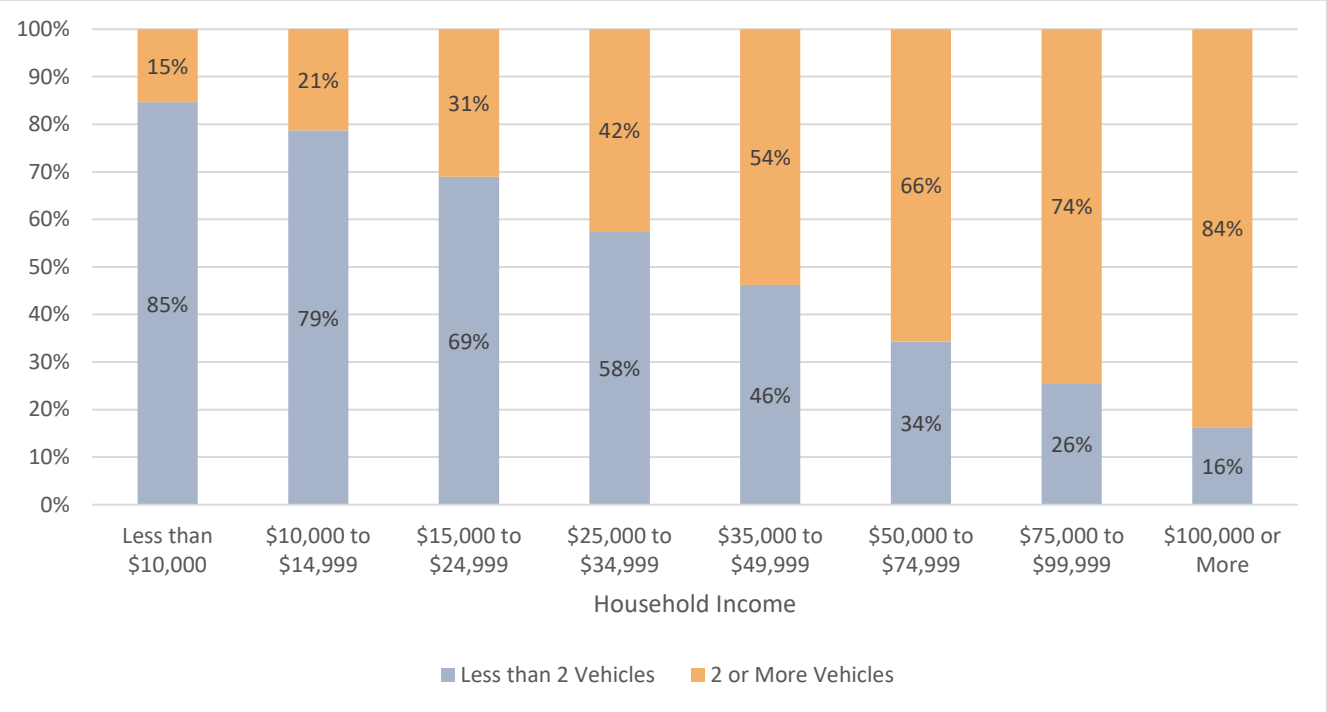
Another study conducted in Palo Alto, California, found that only 0.55 parking spaces per bedroom were used at multi-family affordable housing developments. Proximity to transit further reduced parking demand by 25%.[7] If parking demand for Santa Fe Suites followed demand patterns from Palo Alto, only 68 parking spaces would be needed.

## Household Income

According to the National Household Travel Survey, household income has a direct relationship to vehicle ownership, with vehicle ownership increasing as income increases (see Figure 2).

[5] Todd Litman. *Parking Requirement Impacts on Housing Affordability.* Victoria Transport Policy Institute. 2021.
[6] University of Wisconsin. *Insights into Multifamily Residential Parking Demand for Madison, WI.* 2016.
[7] City of Palo Alto. *Multi-Family Parking Demand Rates.* 2018.

**FIGURE 2: HOUSEHOLD VEHICLES BY HOUSEHOLD INCOME**




*Source: National Household Travel Survey, 2017*

See Appendix B: Vehicle Ownership by Household Income for projected vehicle ownership rates at Santa Fe Suites.

## Affordable Housing

Affordable housing developments have been shown to have significantly lower parking demand than market-rate housing. A study from San Diego conducted in 2011 researched how income levels, transit access, land use context, and housing size contribute to vehicle ownership and parking demand. The study found that:

- Parking demand for affordable projects is about one half of typical rental units in San Diego; almost half the units surveyed (47.5%) had no vehicle while another 38.7% had only one vehicle.
- Parking demand varies with type of affordable housing (e.g. single-family housing versus apartment); higher demand is associated with larger unit sizes.
- Household vehicle availability increases with income; however, income may be correlated with other project characteristics, such as project type and size.
- Parking demand is lower in areas with many walkable destinations and more transit service.
- In all of the projects studied, the amount of peak overnight parking used was less than the amount supplied.[8]

## Unit Size

Vehicle ownership at Santa Fe Suites is likely lower than 1.25 vehicles/unit, as all but one of the project's units are 300 square foot studio apartments and parking demand has been shown to be lower for studio housing. A study of

[8] City of San Diego. *San Diego Affordable Housing Parking Study*. 2011.

affordable housing developments in San Diego found that, on average, households living in studio apartments owned 0.2 vehicles, while households in two-bedroom units owned 1.2 vehicles.[9]

Many communities across the U.S. have successfully implemented lower parking minimums for studio and/or affordable studio units. Table 2 shows peer cities' parking minimums for market-rate and affordable studio units, as well as how many parking spaces would be required at Santa Fe Suites under each city's municipal code.

**TABLE 2: PEER CITY PARKING MINIMUMS FOR STUDIO AND AFFORDABLE STUDIO UNITS**

| City | Market-Rate Studio Apartment | Affordable Studio Apartment | Total Parking Spaces Required if Applied to Santa Fe Suites |
|---|---|---|---|
| Boulder, CO | 1/unit | 1/unit | 123 |
| Eugene, OR | 1/unit | 0.67/unit | 83 |
| Denver, CO | 1/unit | 0.8/unit* | 102 |
| Los Angeles, CA | 1/unit | 1/unit | 123 |
| Pasadena, CA | 1/unit | 1/unit | 123 |
| San Leandro, CA | 1.25/unit | 1/unit | 123 |
| Santa Barbara, CA | 1/unit | 0.75/unit | 92 |
| Seattle, WA | 0.5/unit | 0.5/unit | 62 |
| Salt Lake City, UT | 0.5/unit | 0.5/unit | 62 |

*For Main Street Zone Districts, Denver only requires 0.25 parking spaces/unit for affordable units <550 sf

Cities implementing best practices for reduced parking minimums require between 0.5 – 1 parking spaces per affordable housing studio unit. The existing parking lot at Santa Fe Suites would have more than enough parking spaces to meet parking minimums in peer cities.

## Shared Parking

Santa Fe Suites is located in the San Miguel Plaza, which includes various commercial uses including medical offices, a grocery store, and restaurants. Parking lots at mixed commercial/residential locations need fewer parking spaces to meet demand when destinations have different peak hours. Medical facilities have peak demand hours during weekday business hours, while residential uses see highest demand at night.[10] Because Santa Fe Suites is located next to several medical offices, it is unlikely that lots for both uses will be full at the same time. Even in the unlikely scenario that parking demand is greater than supply at Santa Fe Suites, excess vehicles could be parked in other lots in the San Miguel Plaza during non-business hours.

## Induced Parking Demand

Research on transportation behavior indicates that supplying high amounts of parking leads to an increase in vehicle ownership. A study based in San Francisco analyzed the relationship between parking availability and vehicle ownership at affordable housing developments. Researchers selected apartment complexes that use affordable

[9] City of San Diego. *San Diego Affordable Housing Parking Study*. 2011.
[10] Todd Litman. *Parking Management: Comprehensive Implementation Guide*. Victoria Transportation Policy Institute. March 28, 2019.

housing lotteries, meaning that residents were assigned housing randomly and did not select it based on parking availability or other transportation-related considerations.

The study found that tenants at apartment buildings with less parking owned fewer vehicles, and that parking availability did not affect employment or job mobility.[11] Figure 3 shows that the percent of households who owned a vehicle increased with parking availability.

**FIGURE 3: CAR OWNERSHIP BY PARKING AVAILABILITY**




Demand for parking is flexible, as residents will change their transportation behaviors based on parking availability. If the parking lot at Santa Fe Suites has fewer spaces than are required by code, the result will likely be reduced rates of vehicle ownership and higher use of alternative transportation modes such as walking, biking, or riding transit.

## Summary

Santa Fe Suites provides small, affordable housing units for low to moderate-income earners. As a multi-family, affordable, studio-sized housing development, it is highly likely that the project will have much lower parking demand than is required by City of Santa Fe Code of Ordinances. Table 3 summarizes the possible range of parking demand at Santa Fe Suites and points to lower parking demand than is already supplied by the existing parking lot of 131 spaces.

[11] Millard-Ball, A., West, J., Rezaei, N., & Desai, G. *What do residential lotteries show us about transportation choices?*. 2022. *Urban Studies*, *59*(2), 434-452.

**TABLE 3: PROJECTED PARKING DEMAND DERIVED FROM NATIONAL RESEARCH AND RESEARCH IN PEER CITIES**

| Development Category | Source | Variable | Projected Parking Demand at Santa Fe Suites |
|---|---|---|---|
| Multi-Family Housing | University of Wisconsin, 2016 | Utilization rate of 0.7 spaces per unit | 87 spaces |
| Affordable Housing | City of Palo Alto Multi-Family Parking Demand Rates, 2018 | Utilization rate of 0.55 spaces per bedroom | 68 spaces |
| Affordable Housing | National Household Travel Survey, 2017 | Vehicle ownership rates for households earning <$10,000 per year (see Appendix B) | 98 spaces |
| Affordable Housing | National Household Travel Survey, 2017 | Vehicle ownership rates for households earning between $10,000 - $15,000 per year (see Appendix B) | 128 spaces |

# Site Characteristics and Location Benefits

Santa Fe Suites residents are likely to own vehicles at much lower rates than average, and Santa Fe Suites' location allows residents to access essential destinations via walking, biking, or taking transit. The site's location benefits reduce the need for vehicle ownership while residents are living at Santa Fe Suites.

## Transit Facilities

Santa Fe Suites is less than 900 ft from a Route 6 bus stop, which travels between the Santa Fe Place Transit Center and Downtown Transit Center via Rodeo Dr and Botulph Rd. Route 6 is currently not running on a regular schedule, and riders must call Santa Fe Trails to schedule a pick-up. The site is also within a 20-minute walk of a Route 4 bus stop at Pacheco St/Siringo Rd, which travels between Santa Fe Place Transit Center and downtown Santa Fe on an hourly frequency.

Additionally, Santa Fe Suites is located 0.3 miles from a Rail Runner stop at Zia Road, which provides regional transportation to Albuquerque and smaller communities south of Santa Fe.

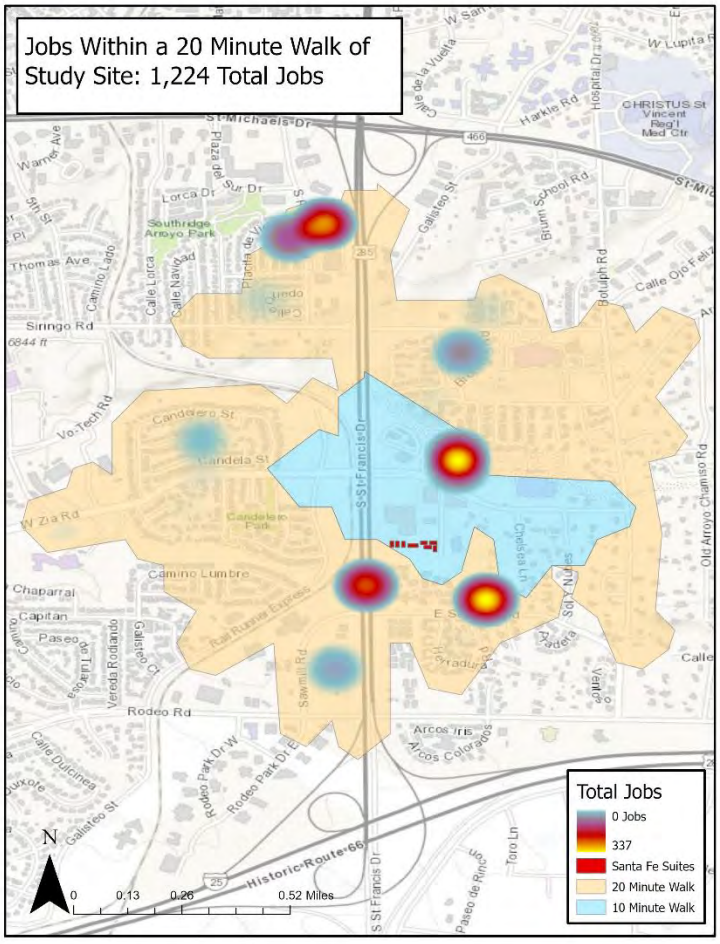
## Biking Facilities

Santa Fe Suites is ideally located for bicycle travel and its proximity to a network of separated bike trails allows easy and comfortable access to destinations throughout the City. The Santa Fe Rail Trail is located directly across St Francis Dr from San Miguel Plaza and can be accessed at the intersection of St Francis Dr and Zia Rd. The trail runs north/south and connects to downtown Santa Fe as well as to the Arroyo de los Chamisos Trail. The St Francis Trail can also be accessed easily from Santa Fe Suites and is located directly across from the San Miguel Plaza along Zia Rd. There are also bike lanes along Zia Rd to the west of Santa Fe Suites.

## Employment

Santa Fe Suites residents can access a variety of employment opportunities within a 20-minute walk. Figure 4 shows employment density based on data from the U.S. Census On the Map tool. There are 1,224 jobs within a 20-minute walk of Santa Fe Suites.

**FIGURE 4: EMPLOYMENT DENSITY WITHIN 20-MINUTE WALKSHED**

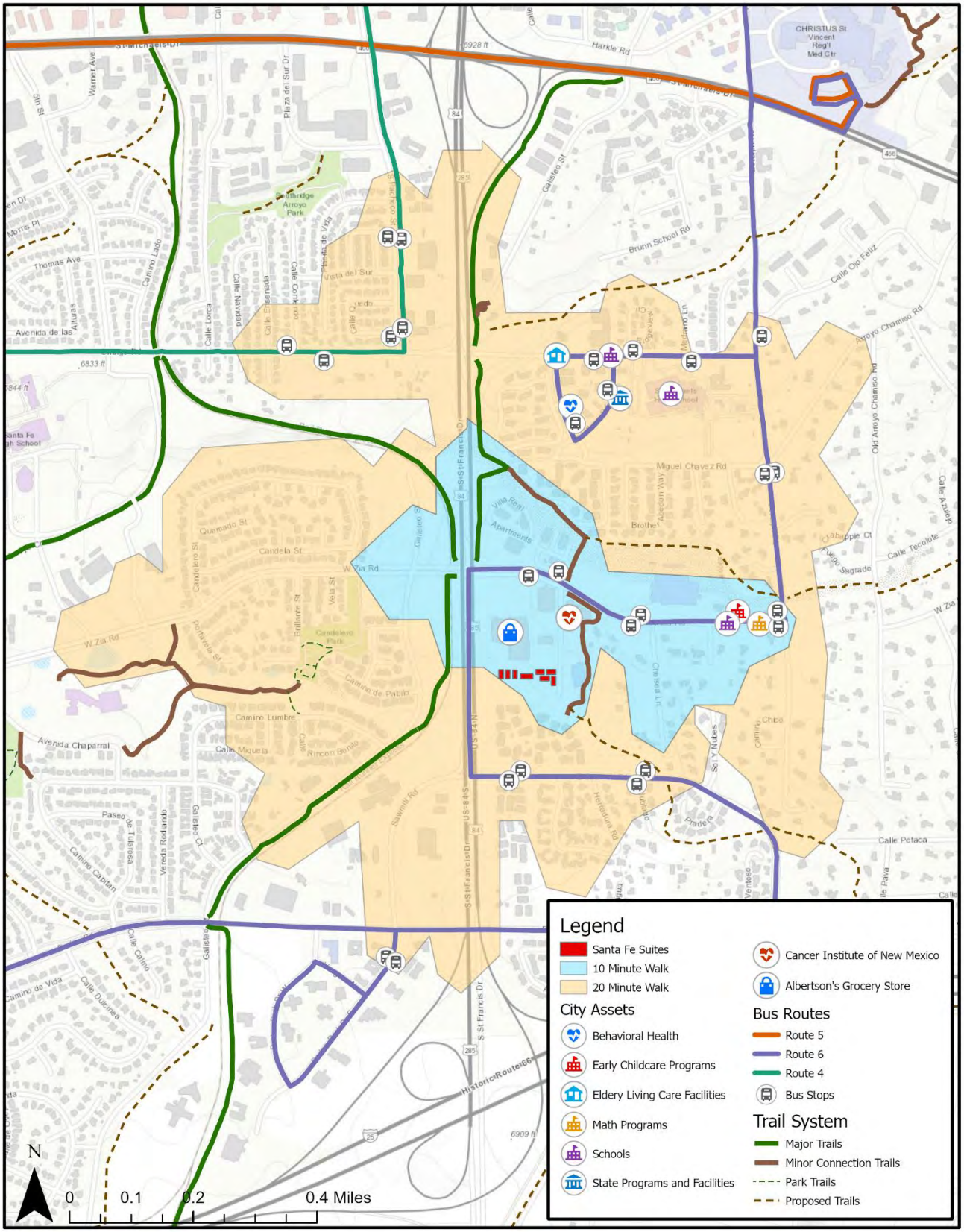



## Walking Destinations

Residents of Santa Fe Suites are also able to access a variety of essential destinations within a 10- or 20-minute walk. Destinations within the San Miguel Plaza, which include an Albertson's grocery store and pharmacy, restaurants, and medical facilities, can be accessed within a three-minute walk.

Important destinations within a 10-minute walk include a Desert Sage Academy (elementary school) and Little Earth School (preschool). Destinations that can be accessed within a 20-minute walk include St Michael's High School, Santa Fe Girl's School (middle school), Candelero Park, and several churches. Figure 5 maps the destinations accessible within a 10- and 20-minute walkshed.

**FIGURE 5: DESTINATIONS ACCESSIBLE WITHIN A 10- AND 20-MINUTE WALK**



# Discussion

Santa Fe Suite's parking lot consists of 131 spaces, 23 spaces short of Santa Fe Code requirements of 1.25 spaces/unit for multifamily attached dwelling units under 800 square feet. However, this study demonstrates that the existing parking lot has more than enough spaces to meet demand. Key findings include the following:

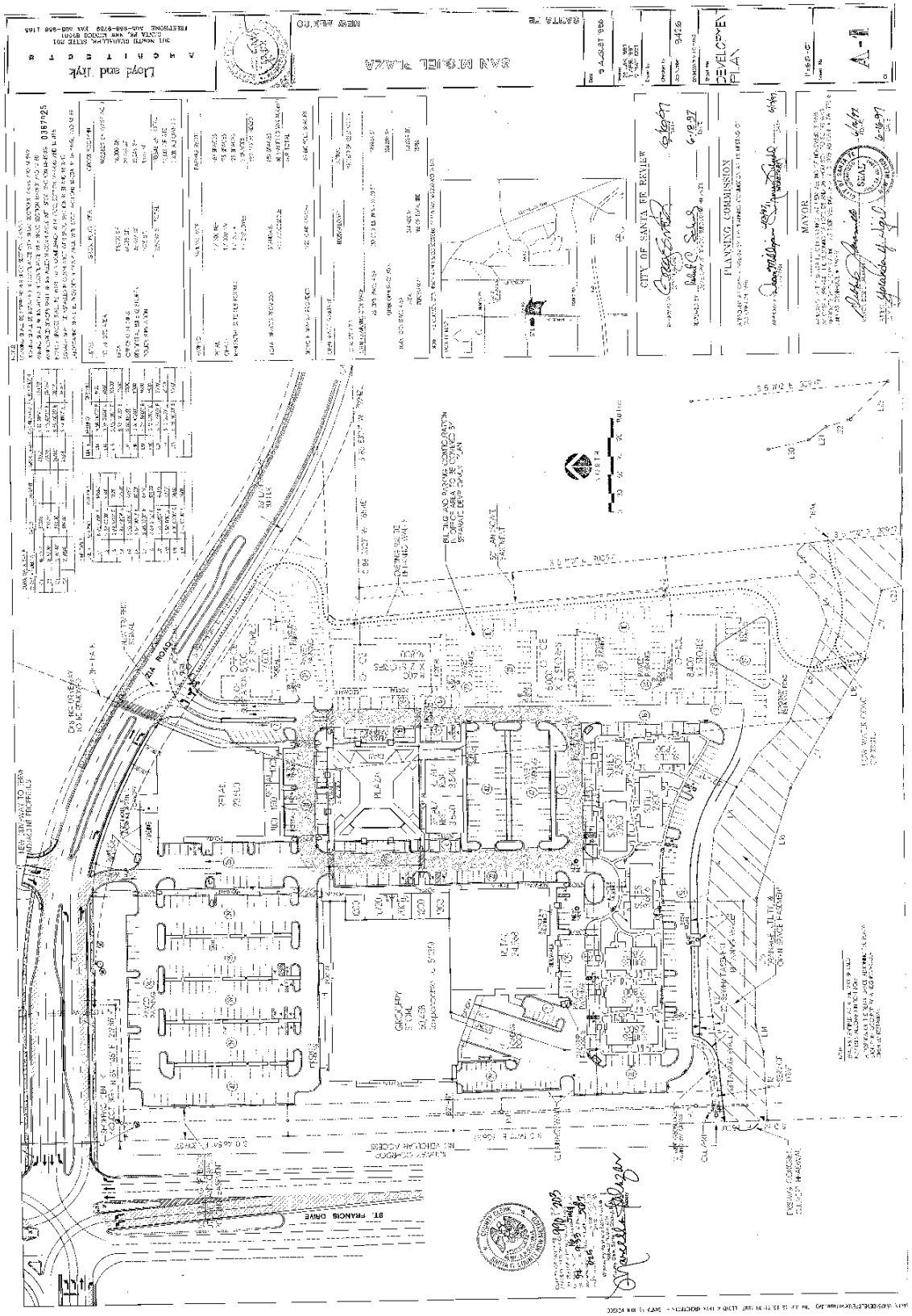
**Santa Fe's policies support lowered parking minimums to encourage affordable housing development.** Santa Fe's policies support reduced parking requirements for projects that create affordable housing. Code requirements for multi-family housing would only require 23 more parking spaces than currently exist. The benefits of providing 115 units of affordable housing and six units for low-income cancer patients clearly outweigh any costs associated with a small deficit of parking spaces.

**Parking demand will be lower than the existing supply of spaces at Santa Fe Suites, as multi-family housing, affordable housing, and studio housing are all associated with lower rates of parking demand.** Research shows that parking demand at housing developments similar to Santa Fe Suites is substantially lower than Santa Fe code requirements. Furthermore, parking demand responds to the built environment, meaning that demand decreases when fewer parking spaces are provided.

**Residents likely have low vehicle ownership rates and do not need a car to access essential destinations.** Residents of Santa Fe Suites are very low-income, low-income, or moderate-income individuals. As income is directly correlated with vehicle ownership, residents likely own cars at much lower rates than an average household. Because of the site's proximity to local and regional transit, high-quality bicycling facilities, employment opportunities, and destinations such as grocery stores, childcare facilities, schools, and medical facilities, Santa Fe Suites residents do not need to purchase a vehicle to conduct daily activities.

These findings conclude that the existing Santa Fe Suites parking lot provides sufficient parking supply to meet demand. Santa Fe's affordable housing crisis and growing homeless population showcase the need for housing developments like the Santa Fe Suites project. The clear benefits of providing affordable housing greatly outweigh the costs of supplying fewer parking spaces than are typically provided by Santa Fe Code.

# Appendix A: San Miguel Plaza Site Plan



# Appendix B: Vehicle Ownership by Household Income

| Household Income | | Less than $10,000 | | | $10,000 to $14,999 | | |
|---|---|---|---|---|---|---|---|
| | | National Ownership Rates | Projected Number of Santa Fe Suites Households | Number of Parking Spaces Needed at Santa Fe Suites | National Ownership Rates | Projected Number of Santa Fe Suites Households | Number of Parking Spaces Needed at Santa Fe Suites |
| Household Vehicles | 0 | 43.5% | 53.5 | 0.0 | 27% | 33.0 | 0.0 |
| | 1 | 41.1% | 50.6 | 50.6 | 52% | 63.8 | 63.8 |
| | 2 | 9.8% | 12.1 | 24.2 | 15% | 18.9 | 37.9 |
| | 3 | 3.9% | 4.8 | 14.4 | 4% | 4.6 | 13.9 |
| | 4 | 1.2% | 1.5 | 5.8 | 2% | 2.0 | 7.9 |
| | 5 | 0.3% | 0.4 | 1.9 | 0% | 0.3 | 1.5 |
| | 6 | 0.1% | 0.2 | 0.9 | 0% | 0.1 | 0.9 |
| | 7 | 0.0% | 0.0 | 0.2 | 0% | 0.1 | 1.0 |
| | 8 | 0.0% | 0.0 | 0.0 | 0% | 0.0 | 0.1 |
| | 9 | 0.0% | 0.0 | 0.0 | 0% | 0.0 | 0.0 |
| | 10 | 0.0% | 0.0 | 0.1 | 0% | 0.1 | 0.9 |
| | Total | 100% | 123.0 | 98.1 | 100% | 123.0 | 127.9 |

*Source: National Household Travel Survey, 2017*

**EXHIBIT E**

# Santa Fe Suites Residential Conversion
# Water Budget

May 20, 2022

| | | | |
|---|---|---|---|
| Previous Use | Hotel Rooms per Recorded 1997 DP | | 128 |
| Existing Use | Dwelling Units | | 123 |
| No Change | Landscaping | N/A | |

**Previous Use as Hotel ***

| Quantity of Hotel Rooms | Water Use per Unit AFY | Total Use per Year AFY |
|---|---|---|
| **128** | **0.13** | **16.64** |
| 9.8% Contingency per SFCC §14-8.13(E)(1) | | 1.63 |
| **TOTAL** | | **18.27** |

*Reference Resolution NO. 2010-20

| | |
|---|---|
| **Current Use as Apartments*** | 8.3 |
| Projected Landscaping Irrigation per L-2 | 0.45 |
| **Subtotal Residential and Irrigation** | **8.75** |
| 9.8% Contingency per SFCC §14-8.13(E)(1) | 0.86 |
| **TOTAL** | **9.16** |

*Reference Actual Water History for May 2021 - April 2022 attached

| | | |
|---|---|---|
| **Delta in AFY** | | -9.11 |
| **Fee per AFY** | $ | 16,600.00 |
| **Total Change of Use Water Offset Fee** | | **N/A** |

**Santa Fe Suites - Actual Water Useage History Since Residential Occupation Began** **EXHIBIT E, Page 2**

**Building 1**

| 2022 | | 2021 | |
|---|---|---|---|
| **Month** | **Gallon** | **Month** | **Gallon** |
| Dec | | Dec | 58.70 |
| Nov | | Nov | 58.90 |
| Oct | | Oct | 55.50 |
| Sept | | Sept | 59.40 |
| Aug | | Aug | 49.20 |
| July | | July | 46.30 |
| June | | June | 75.30 |
| May | | May | 41.70 |
| Apr | 64.60 | Apr | 42.20 |
| Mar | 64.50 | Mar | 41.60 |
| Feb | 60.20 | Feb | 31.10 |
| Jan | 60.30 | Jan | 16.70 |
| **Subtotal** | **249.60** | **Subtotal** | **576.60** |
| x1000 | 249,600.00 | x1000 | 576,600.00 |

**Total Gallons May 2021-April 2022** **694,600.00**

**Building 2**

| 2022 | | 2021 | |
|---|---|---|---|
| **Month** | **Gallon** | **Month** | **Gallon** |
| Dec | | Dec | 29.00 |
| Nov | | Nov | 28.10 |
| Oct | | Oct | 28.20 |
| Sept | | Sept | 25.90 |
| Aug | | Aug | 21.70 |
| July | | July | 22.80 |
| June | | June | 20.70 |
| May | | May | 22.60 |
| Apr | 27.60 | Apr | 21.40 |
| Mar | 27.20 | Mar | 19.40 |
| Feb | 30.60 | Feb | 7.60 |
| Jan | 34.00 | Jan | 3.30 |
| **Subtotal** | **119.40** | **Subtotal** | **250.70** |
| x1000 | 119,400.00 | x1000 | 250,700.00 |

**Total Gallons May 2021-April 2022** **318,400.00**

**Building 3**

| 2022 | | 2021 | |
|---|---|---|---|
| **Month** | **Gallon** | **Month** | **Gallon** |
| Dec | | Dec | 35.70 |
| Nov | | Nov | 30.00 |
| Oct | | Oct | 19.20 |
| Sept | | Sept | 21.00 |
| Aug | | Aug | 13.70 |
| July | | July | 13.00 |
| June | | June | 12.60 |
| May | | May | 16.60 |
| Apr | 27.70 | Apr | 42.10 |
| Mar | 31.30 | Mar | 177.90 |
| Feb | 31.10 | Feb | 65.40 |
| Jan | 39.40 | Jan | 2.40 |
| **Subtotal** | **129.50** | **Subtotal** | **449.60** |
| x1000 | 129,500.00 | x1000 | 449,600.00 |

**Total Gallons May 2021-April 2022** **291,300.00**

**Building 4**

| 2022 | | 2021 | |
|---|---|---|---|
| **Month** | **Gallon** | **Month** | **Gallon** |
| Dec | | Dec | 19.70 |
| Nov | | Nov | 27.90 |
| Oct | | Oct | 31.20 |
| Sept | | Sept | 32.20 |
| Aug | | Aug | 29.20 |
| July | | July | 30.80 |
| June | | June | 29.00 |
| May | | May | 29.50 |
| Apr | 31.20 | Apr | 32.20 |
| Mar | 31.10 | Mar | 28.20 |
| Feb | 36.00 | Feb | 25.00 |
| Jan | 45.10 | Jan | 12.10 |
| **Subtotal** | **143.40** | **Subtotal** | **327.00** |
| x1000 | 143,400.00 | x1000 | 327,000.00 |

**Total Gallons May 2021-April 2022** **372,900.00**

**Total Gallons in All 8 Buildings** **2,703,300.00**
**Total AFY** **8.30**

**Building 5**

| 2022 | | 2021 | |
|---|---|---|---|
| **Month** | **Gallon** | **Month** | **Gallon** |
| Dec | | Dec | 26.40 |
| Nov | | Nov | 22.30 |
| Oct | | Oct | 22.30 |
| Sept | | Sept | 22.60 |
| Aug | | Aug | 16.10 |
| July | | July | 14.00 |
| June | | June | 12.20 |
| May | | May | 10.60 |
| Apr | 20.30 | Apr | 14.30 |
| Mar | 28.60 | Mar | 14.90 |
| Feb | 29.50 | Feb | 7.10 |
| Jan | 29.50 | Jan | 4.60 |
| **Subtotal** | **107.90** | **Subtotal** | **187.40** |
| x1000 | 107,900.00 | x1000 | 187,400.00 |

**Total Gallons May 2021-April 2022** **254,400.00**

**Building 6**

| 2022 | | 2021 | |
|---|---|---|---|
| **Month** | **Gallon** | **Month** | **Gallon** |
| Dec | | Dec | 35.60 |
| Nov | | Nov | 38.60 |
| Oct | | Oct | 35.10 |
| Sept | | Sept | 27.60 |
| Aug | | Aug | 25.40 |
| July | | July | 25.50 |
| June | | June | 22.10 |
| May | | May | 21.50 |
| Apr | 37.70 | Apr | 18.60 |
| Mar | 41.80 | Mar | 16.20 |
| Feb | 45.90 | Feb | 11.36 |
| Jan | 36.50 | Jan | 6.20 |
| **Subtotal** | **161.90** | **Subtotal** | **283.76** |
| x1000 | 161,900.00 | x1000 | 283,760.00 |

**Total Gallons May 2021-April 2022** **393,300.00**

**Building 7**

| 2022 | | 2021 | |
|---|---|---|---|
| **Month** | **Gallon** | **Month** | **Gallon** |
| Dec | | Dec* | 41.40 |
| Nov | | Nov | 77.90 |
| Oct | | Oct | 98.40 |
| Sept | | Sept | 31.50 |
| Aug | | Aug | 86.90 |
| July | | July | 21.90 |
| June | | June | 26.90 |
| May | | May | 21.20 |
| Apr | 24.70 | Apr | 30.80 |
| Mar | 26.10 | Mar | 26.70 |
| Feb | 30.20 | Feb | 15.90 |
| Jan | 26.50 | Jan | 17.30 |
| **Subtotal** | **107.50** | **Subtotal** | **455.40** |
| x1000 | 107,500.00 | x1000 | 455,400.00 |

**Total Gallons May 2021-April 2022** **513,600.00**

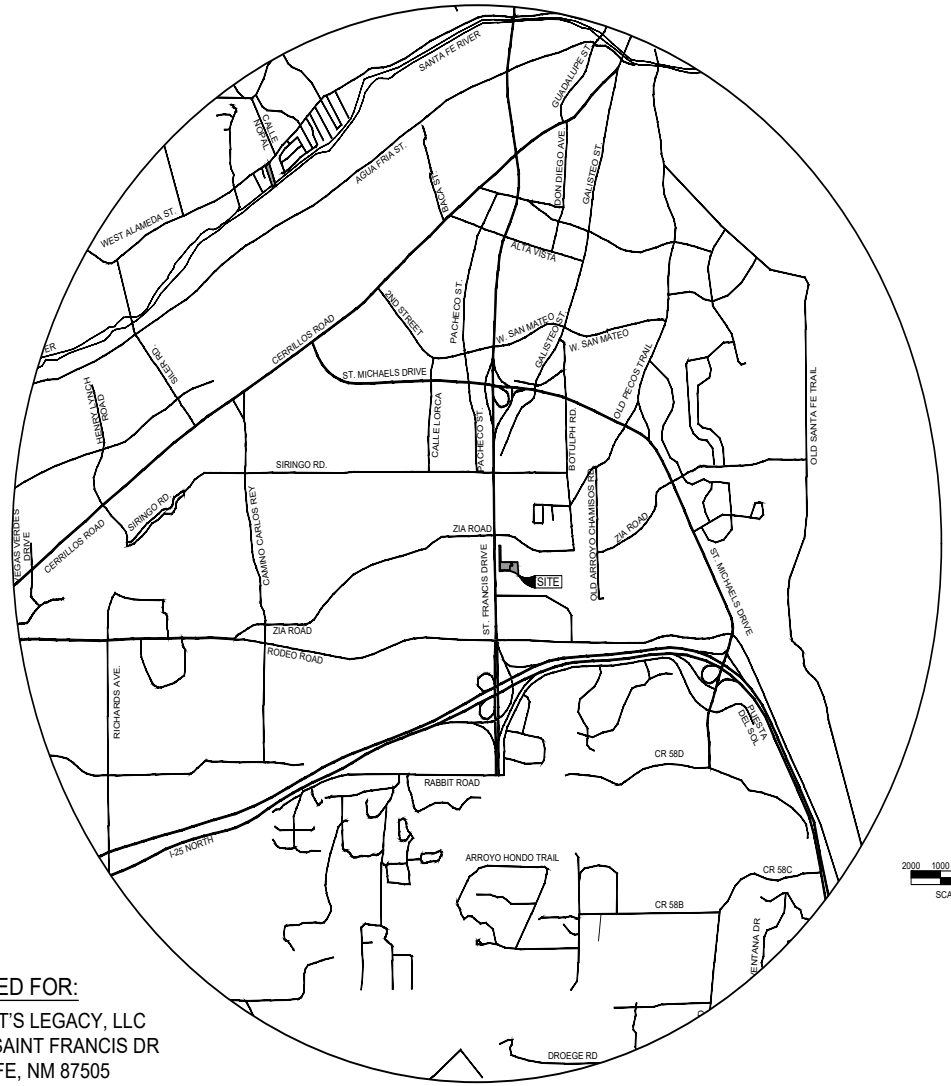
**Building 8**

| 2022 | | 2021 | |
|---|---|---|---|
| **Month** | **Gallon** | **Month** | **Gallon** |
| Dec | | Dec | 43.70 |
| Nov | | Nov | 40.90 |
| Oct | | Oct | 45.90 |
| Sept | | Sept | 45.10 |
| Aug | | Aug | 39.80 |
| July | | July | 50.70 |
| June | | June | 45.30 |
| May | | May | 45.10 |
| Apr | 46.20 | Apr | 39.30 |
| Mar | 58.40 | Mar | 39.10 |
| Feb | 53.60 | Feb | 25.70 |
| Jan | 44.70 | Jan | 15.60 |
| **Subtotal** | **202.90** | **Subtotal** | **476.20** |
| x1000 | 202,900.00 | x1000 | 476,200.00 |

**Total Gallons May 2021-April 2022** **559,400.00**

*No data for Dec 2021 used average of 2021 Building 7

# SANTA FE SUITES
# RESIDENTIAL CONVERSION
# SANTA FE, NEW MEXICO




PREPARED FOR:

VINCENT'S LEGACY, LLC
3007 S SAINT FRANCIS DR
SANTA FE, NM 87505

MAY
2022

## CITY OF SANTA FE, NEW MEXICO
## SECTION 2, TOWNSHIP 16N, RANGE 9E

CASE # _____

## TABLE OF CONTENTS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| G-1 | COVER SHEET AND INDEX OF SHEETS |
| A-1 | RECORDED 1997 DEVELOPMENT PLAN |
| DP-1 TO DP-2 | DEVELOPMENT PLAN AMENDMENT 1 |
| V-1 | BOUNDARY SURVEY |
| L-1 TO L-2 | LANDSCAPE PLANS |
| A-2 | ELEVATIONS |
| C-1 | DRAINAGE AND TERRAIN MANAGEMENT PLAN |
| C-2 | SITE UTILITY PLAN |


BUILDING PERMIT No's: (GRADING)_____ (LANDSCAPE/UTILITIES)_____

INFRASTRUCTURE CONSTRUCTION ADDRESS_____

**ENGINEER'S STORMWATER INFRASTRUCTURE CERTIFICATION**

I, UNDERSIGNED, BEING A PROFESSIONAL ENGINEER IN THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE RECORD INFORMATION SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND VISUAL INSPECTIONS PERFORMED BY MYSELF OR UNDER MY DIRECT SUPERVISION.

I FURTHER CERTIFY THAT THE RECORD CONDITION OF THE SITE AS OF _____ IS IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED GRADING AND DRAINAGE PLAN PREPARED BY _____, DATED _____.

_____
PRINTED NAME, NMPE NO._____, DATE_____.

PROPERTY DEVELOPMENT MUST COMPLY WITH SECTION 14-8.12 (RELOCATION OF GUNNISON'S PRAIRIE DOGS.)

CITY OF SANTA FE DRAINAGE NOTES:

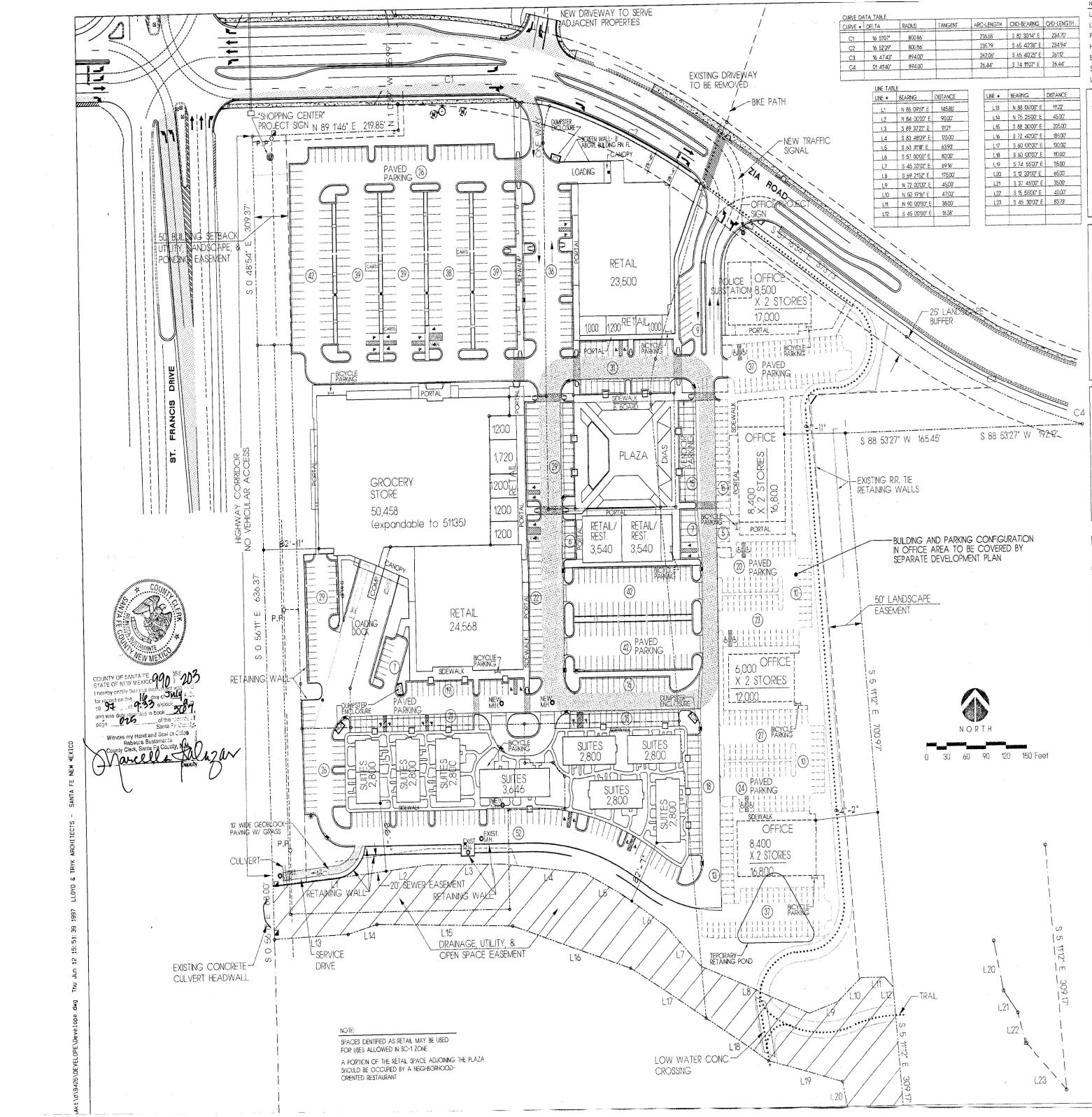
1. SUBJECT TO THE APPROVAL OF CITY OF SANTA FE PERMIT AND DEVELOPMENT REVIEW DIVISION STAFF, STORM DRAINAGE AND EROSION/SEDIMENT CONTROL IMPROVEMENTS SHALL BE EXECUTED IN CONJUNCTION WITH THE CONSTRUCTION OF EACH SEGMENT OF ROADS AND UTILITIES. THESE IMPROVEMENTS SHALL BE COMPLETED AND INSPECTED PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
2. MAINTENANCE OF PRIVATE DRAINAGE EASEMENTS AND DRAINAGE FACILITIES IS THE RESPONSIBILITY OF THE OWNER. THE CITY OF SANTA FE IS HEREBY GRANTED THE RIGHT TO ACCESS AND INSPECT THESE EASEMENTS AND DRAINAGE FACILITIES AT THE DISCRETION OF THE CITY. THE OWNER AGREES TO TO INDEMNIFY AND TO HOLD HARMLESS FROM ALL DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE CITY'S REASONABLE EXERCISE TO THEIR ACCESS AND INSPECTION RIGHT.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE PROJECT WAS BUILT IN ACCORDANCE WITH THE SPECIFICATIONS AND THAT THESE RECORD DRAWINGS ARE TRUE AND CORRECT TO THE BEST OF MY BELIEF.

_____
ERIC A. CORNELIUS, N.M.P.E. NO. 22790
SANTA FE ENGINEERING CONSULTANTS, LLC.


JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

SFEC Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com




CURVE DATA TABLE

| CURVE # | DELTA | RADIUS | TANGENT | ARC-LENGTH | CHD-BEARING | CHD-LENGTH |
|---|---|---|---|---|---|---|
| C1 | 16 57'07" | 800.86' | | 235.55' | S 82 33'14" E | 234.70' |
| C2 | 16 52'09" | 800.86' | | 235.79' | S 65 42'38" E | 234.94' |
| C3 | 16 47'49" | 894.00' | | 262.06' | S 65 45'27" E | 261.12' |
| C4 | 01 41'40" | 894.00' | | 26.44' | S 74 11'07" E | 26.44' |

LINE TABLE

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L1 | N 86 09'59" E | 145.82' |
| L2 | N 84 00'00" E | 90.00' |
| L3 | S 89 37'27" E | 111.21' |
| L4 | S 83 48'09" E | 125.00' |
| L5 | S 63 31'18" E | 63.99' |
| L6 | S 51 00'00" E | 80.00' |
| L7 | S 45 33'00" E | 69.16' |
| L8 | S 69 21'52" E | 175.00' |
| L9 | N 72 00'00" E | 45.00' |
| L10 | N 50 12'16" E | 47.03' |
| L11 | N 90 00'00" E | 95.00' |
| L12 | S 45 00'00" E | 19.08' |

| LINE # | BEARING | DISTANCE |
|---|---|---|
| L13 | N 88 09'00" E | 111.22' |
| L14 | N 75 25'00" E | 45.00' |
| L15 | S 88 30'00" E | 205.00' |
| L16 | S 72 40'00" E | 185.00' |
| L17 | S 60 10'00" E | 130.00' |
| L18 | S 60 10'00" E | 110.00' |
| L19 | S 74 55'00" E | 165.00' |
| L20 | S 12 39'00" E | 65.00' |
| L21 | S 37 45'00" E | 35.00' |
| L22 | S 15 55'00" E | 40.00' |
| L23 | S 45 30'00" E | 85.73' |

NOTES

LOADING SHALL BE SCREENED PER SFCC SECTION 14-69A.4

LIGHTING SHALL BE INSTALLED IN COMPLIANCE WITH SFCC, SECTIONS 14-69.5 AND 14-58.9

PARKING SHALL BE INSTALLED IN COMPLIANCE WITH SFCC, SECTION 14-49.31 AND 14-55

HANDICAPPED SPACES SHALL BE INSTALLED IN COMPLIANCE WITH SFCC, SECTION 14-49.3G 0367025

BICYCLE SPACES SHALL BE INSTALLED IN COMPLIANCE WITH SFCC, SECTION 14-49.4B AND 14-49.5

SIGNAGE SHALL BE INSTALLED IN COMPLIANCE WITH SFCC, SECTION 14-51 AND 14-33.15

LANDSCAPING SHALL BE PROVIDED IN COMPLIANCE WITH SFCC, SECTIONS 14-33A, 14-55, 14-56, AND 14-69

| AREAS | GROSS BLDG. AREA | GROSS FOOTPRINT |
|---|---|---|
| TOTAL SITE AREA: | | 983,262.9 S.F. (22.57 AC. ) |
| RETAIL | 116,000 S.F. | 116,000 S.F. |
| OFFICE (2 STORIES) | 61,025 S.F. | 29,725 S.F. |
| RESIDENTIAL SUITE (2 STORIES) | 46,492 S.F. | 23,246 S.F. |
| POLICE SUBSTATION | 1,575 S.F. | 1,575 S.F. |
| | 225,092 S.F. TOTAL | 170,546 S.F. TOTAL |
| | | 17.34% OF SITE |
| | | ( 40% ALLOWED ) |

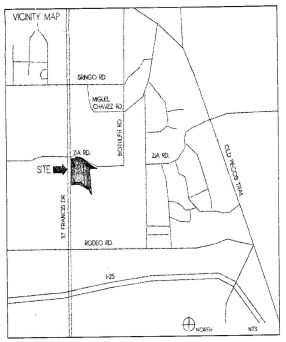
| PARKING | PARKING RATE | PARKING REQ'D |
|---|---|---|
| RETAIL | 1 / 200 NSF | 681 SPACES |
| OFFICE | 1 / 350 NSF | 175 SPACES |
| RESIDENTIAL SUITE (128 ROOMS) | 1 / UNIT + | 128 SPACES |
| | 1 / EMPLOYEE | 5 SPACES |
| | | 889 TOTAL REQ'D. |
| TOTAL SPACES PROVIDED: | STANDARD | 851 SPACES |
| | H.C. ACCESSIBLE | 38 SPACES ( 3 VAN ACCESS) |
| | | 889 TOTAL |
| BICYCLE SPACES PROVIDED: | 1/20 CAR SPACES | 45 BICYCLE SPACES |

OPEN SPACE SUMMARY

| | REQ'D/ALLOWED | ACTUAL |
|---|---|---|
| TOTAL SITE AREA: | | 983,262.9 S.F. (22.57 AC. ) ± |
| TOTAL COMPLYING OPEN SPACE | | |
| R.S. OPEN SPACE AREA: | 250 S.F. X 128 UNITS = 32,000 S.F. | 118,994.4 S.F. |
| OTHER OPEN SPACE AREA: | | 234,281.5 S.F. |
| TOTAL OPEN SPACE AREA: | | |
| AREA: | 344,142.0 S.F. | 353,275.9 S.F. |
| PERCENTAGE: | 35% OF TOTAL SITE | 35.9% |

NOTE: R.S. COMMON OPEN SPACE AS PER SFCC SECTIONS 14-17.21 (A)(4-20.140) AND 14-57.A

VICINITY MAP




CITY OF SANTA FE REVIEW

REVIEWED BY: _____ CITY PLANNER — DATE 6/6/97

REVIEWED BY: _____ DEVELOPMENT REVIEW SUBDIVISION ENGINEER — DATE 6-18-97

PLANNING COMMISSION

APPROVED AS CASE # 1996-24 BY THE PLANNING COMMISSION AT IT'S MEETING OF OCTOBER 24, 1996.

APPROVED BY: _____ CHAIRMAN _____ SECRETARY — DATE 6/19/97

MAYOR

APPROVED BY THE SANTA FE CITY COUNCIL AT THEIR MEETING OF NOVEMBER 13, 1996 AS CASE # 1996-24. THE REZONING OF LOTS D5 AND D6 FROM SC-1 TO SC-R2 WAS APPROVED BY THE CITY COUNCIL AT THEIR MEETING OF JULY 10, 1996 AS CASE # ZA 1996-6 AND AS ORDINANCE # 1996-26.

MAYOR DEBBIE JARAMILLO — SEAL — DATE 6/16/97

ATTEST: CITY CLERK — DATE 6-16-97

COUNTY OF SANTA FE STATE OF NEW MEXICO I hereby certify that this instrument was filed for record on the 16 day of July 19 97 at 9:33 o'clock A.M. and was duly recorded in book 203 page 825 of the records of Santa Fe County. Witness my Hand and Seal of Office Rebecca Bustamante County Clerk, Santa Fe County, NM — Deputy

COUNTY CLERK SANTA FE COUNTY NEW MEXICO

Lloyd and Tryk ARCHITECTS
301 NORTH GUADALUPE, SUITE 201
SANTA FE, NEW MEXICO 87501
TELEPHONE 505-988-9789 FAX 505-986-1165

REGISTERED ARCHITECT

SAN MIGUEL PLAZA
SANTA FE NEW MEXICO

Date: 9 AUGUST 1996

Revised: 29 JAN. 1997, 7 APR. 1997, 12 MAY 1997

Drawn by

Checked by

Job Number: 9426

DX\9426\DEVELOP.DWG

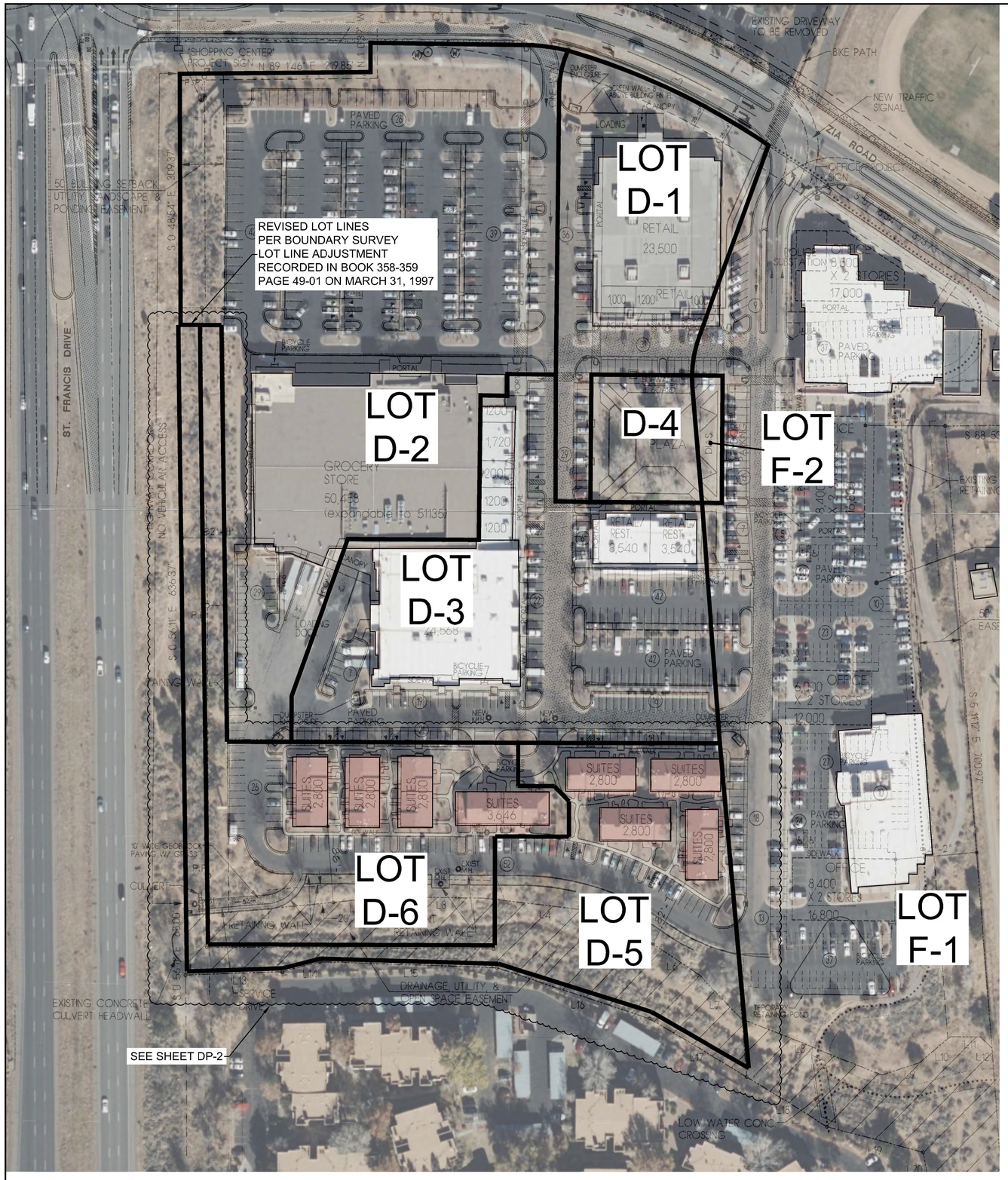
Sheet title: DEVELOPMENT PLAN

1"=60'-0"

Sheet No.: A-1

of

C:\LT\9426\DEVELOP\Develope.dwg Thu Jun 12 15:51:39 1997 LLOYD & TRYK ARCHITECTS - SANTA FE NEW MEXICO




Santa Fe Parcel Info/ SITE DATA
Address: 3007 S Saint Francis Dr : ±4.58 acres
Warranty Deed: Inst #1938754 Recorded on 12/28/2020
Owner Name:
Vincent's Legacy, LLC
3007 S Saint Francis Dr
Santa Fe, NM 87505

Legal description: CERTAIN PARCELS OF LAND LYING AND BEING SITUATE WITHIN TRACTS OF PLAZA ENTRADA OF SANTA FE, FILED IN BK. 179 PG. 037 WITH THE SANTA FE COUNTY CLERK, AND AS SHOWN ON THIS SURVEY HEREIN WITHIN SECTION 2, TOWNSHIP 16 NORTH, RANGE 9 EAST, N.M.P.M., CITY AND COUNTY OF SANTA FE, NEW MEXICO. (Lots D-5 and D-6).

**SITE DATA**

**Current Zoning:**
Shopping Center-1 (SC-1)
Residential Suite (RS) Hotel
Overlays: South Central Highway Corridor

**Lot Size**
**Gross Lot Area:** 4.58 acres
Floodplain: 1.12 acres
**Net Lot Area: 3.46 acres**

**OPEN SPACE**
Per SFCC §14-5.5(A)(4)(b)(v), 50% of lot area must be preserved as open space.
Required: 2.29 acres
Provided: 2.30 acres

**EXISTING PROGRAM:**
Eight (8) Two-Story Residential Buildings
± 23,246 sf (First Floor Gross Area)
± 46,492 sf (Total Gross Building Area - including both floors)

Total Dwelling Units
122 Studios (<800 SF)
1 one-bedroom unit (<800 SF)
**Total 123 dwelling units**

**DENSITY**
SCHC Maximum Density: 21 DU/net acre plus 15% density bonus = 24.28 DU/net acre
SCHC Total Units Permitted: 72.6 DU + 15% = 84 DU
Existing Density: 35.5 DU/net acre (26.8 DU/gross acre)
Total Existing Units: 123 DU

**HEIGHT**
Per SFCC §14-5.5(A)(4)(a)(ii)
Max allowed: 25' – 0"
Existing: 24' – 6"

**PARKING**
Per SFCC §14-8.6(B)(4)(e), a Parking Demand Study will be submitted in request for a reduction from the requisite 154 spaces to the existing 131 spaces that are provided.
Units < 800 sf: (123) units x 1.25 = 154 spaces
**Total Required = 154 spaces**
**Total Provided = 131 spaces**

**SETBACK FROM ST. FRANCIS DR. RIGHT-OF-WAY**
Per SFCC §14-5.5(A)(4)(a)(iii)
Minimum: 50 feet
Provided: 120+ feet

Purpose Statement
The purpose of this Development Plan Amendment #1 is to reflect the change of use of Santa Fe Suites on lots D5 and D6 from Residential Suites Hotel to Residential. Lots D1, D2, D3, D4, and track F2 remain subject to the terms and conditions of the San Miguel Plaza Development Plan recorded in the Santa Fe County on July 16, 1997, Instrument #990203, Book 367 Page 25. Office Tract F1 (A&B) subject to the terms and conditions of the Plaza Entrada Professional Office Building Development Plan recorded in the Santa Fe County on March 8, 2002, Instrument #1196229, Book 495 Page 45.

## CITY APPROVALS

APPROVED BY THE SANTA FE PLANNING COMMISSION AT THEIR MEETING ON _____ CASE #_____

_____ _____
PLANNING COMMISSION CHAIRPERSON DATE

_____ _____
PLANNING COMMISSION SECRETARY DATE

REVIEWED BY THE CITY OF SANTA FE:

_____ _____
CITY PLANNER DATE

_____ _____
CITY ENGINEER FOR LAND USE DATE

## AFFIDAVIT

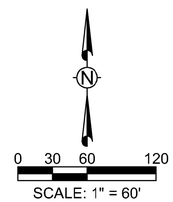
KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS HAVE CAUSED THIS FINAL DEVELOPMENT PLAN TO BE PREPARED. ALL THAT APPEARS ON THIS PLAN IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER.

_____
OWNER'S PRINTED NAME

_____
OWNER'S SIGNATURE/DATE

THE FOREGOING WAS SWARN, ACKNOWLEDGED, AND SUBSCRIBED BEFORE ME
BY _____, THIS _____ DAY OF __, 20__

_____ _____
NOTARY PUBLIC MY COMMISSION EXPIRES



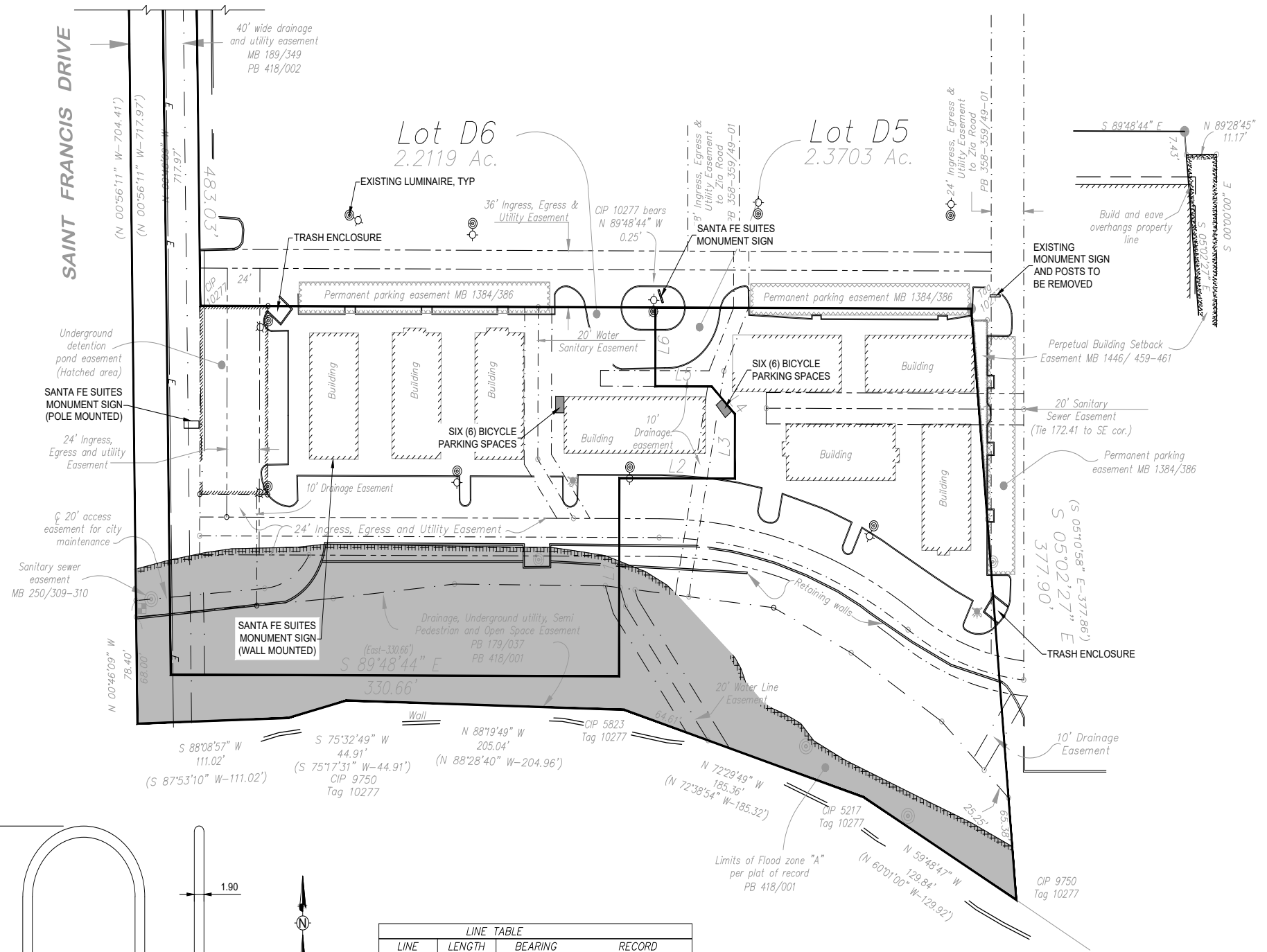

CASE #_____

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

SANTA FE SUITES
RESIDENTIAL CONVERSION

SAN MIGUEL PLAZA
DEVELOPMENT PLAN AMENDMENT
NO.1 ( SHEET 1 OF 2)

| DATE: | SCALE: | SHEET: |
|---|---|---|
| MAY 2022 | 1" = 60' | DP-1 |




BICYCLE PARKING DETAIL
(TWO SPACES EACH)

| LINE TABLE | | | |
|---|---|---|---|
| LINE | LENGTH | BEARING | RECORD |
| L1 | 126.17' | N 00°11'16" E | (North 126.17') |
| L2 | 85.08' | S 89°48'44" E | (East 85.08') |
| L3 | 41.00' | N 00°11'16" E | (North 41.00') |
| L4 | 24.55' | N 44°03'12" W | (S44°14'28" E 24.55' |
| L5 | 41.72' | N 89°48'44" W | (West 41.72') |
| L6 | 50.16' | N 00°11'16" E | (North 50.13') |

CASE #_____

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

SANTA FE SUITES
RESIDENTIAL CONVERSION

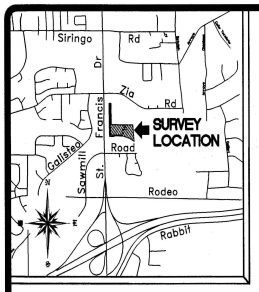
SAN MIGUEL PLAZA
DEVELOPMENT PLAN AMENDMENT
NO.1 ( SHEET 2 OF 2)

| DATE: | SCALE: | SHEET: |
|---|---|---|
| MAY 2022 | 1" = 30' | DP-2 |

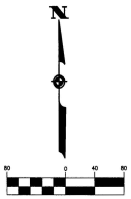
# Boundary Survey Plat for Ranbir Bajwa

On Lots D5 and D6 of the San Miguel Plaza
Section 2, T. 16 N., R. 9 E., N.M.P.M.
City of Santa Fe, County of Santa Fe New Mexico
3007 S. Saint Francis Drive

6470007




VICINITY MAP




**LEGEND**

- Sanitary sewer manhole.
- City of Santa Fe Control Monument
- Points found and used as noted.
- 1/2" Capped iron pin set this survey.
- Utility poles and lines.
- Fire Hydrant.
- Utility boxes.
- Fences.
- Walls.
- Concrete.

| LINE TABLE | | | |
|---|---|---|---|
| LINE | LENGTH | BEARING | RECORD |
| L1 | 126.17' | N 00°11'16" E | (North 126.17') |
| L2 | 85.08' | S 89°48'44" E | (East 85.08') |
| L3 | 41.00' | N 00°11'16" E | (North 41.00') |
| L4 | 24.55' | N 44°03'12" W | (S44°14'28" E 24.55') |
| L5 | 41.72' | N 89°48'44" W | (West 41.72') |
| L6 | 50.16' | N 00°11'16" E | (North 50.13') |

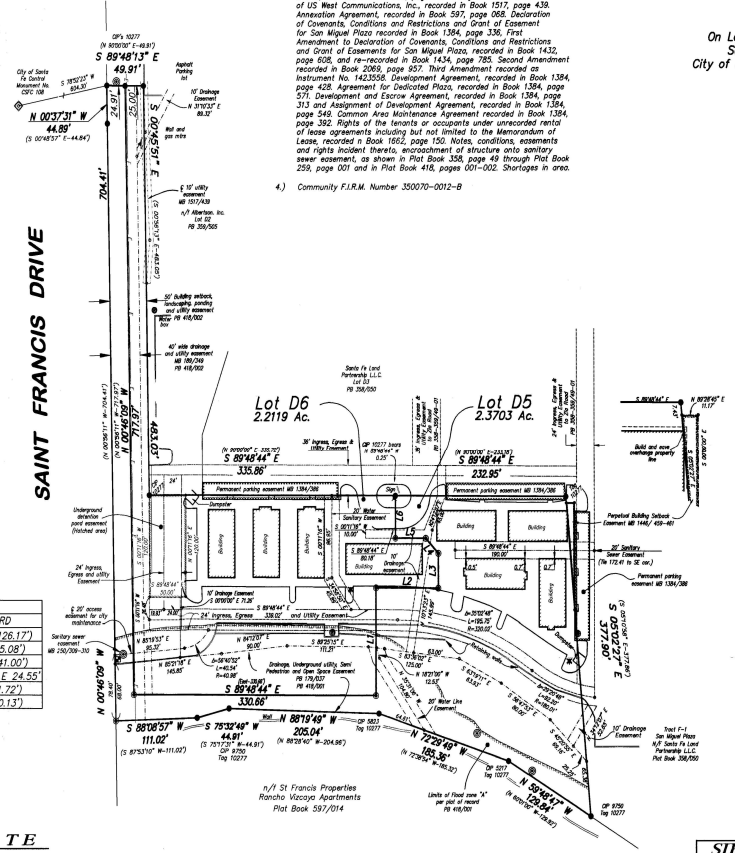
**NOTES**

1.) Basis of bearing was taken from G.P.S. observations as referenced along the west line of of lot D5 of San Miguel Plaza Subdivision as shown in Plat Book 418, pages 001-002.

2.) Bearings and distances in parenthesis are from the above noted plat.

3.) Subject to: Easement granted to Public Service Company of New Mexico, recorded in Book 530, page 158. Utility Easement in favor of US West Communications, Inc., recorded in Book 1517, page 439. Annexation Agreement, recorded in Book 597, page 068. Declaration of Covenants, Conditions and Restrictions and Grant of Easement for San Miguel Plaza recorded in Book 1384, page 336, First Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easements for San Miguel Plaza, recorded in Book 1432, page 608, and re-recorded in Book 1434, page 785. Second Amendment recorded in Book 2069, page 957. Third Amendment recorded as Instrument No. 1423558. Development Agreement, recorded in Book 1384, page 428. Agreement for Dedicated Plaza, recorded in Book 1384, page 571. Development and Escrow Agreement, recorded in Book 1384, page 313 and Assignment of Development Agreement, recorded in Book 1384, page 549. Common Area Maintenance Agreement recorded in Book 1384, page 392. Rights of the tenants or occupants under unrecorded rental of lease agreements including but not limited to the Memorandum of Lease, recorded n Book 1662, page 150. Notes, conditions, easements and rights incident thereto, encroachment of structure onto sanitary sewer easement, as shown in Plat Book 358, page 49 through Plat Book 259, page 001 and in Plat Book 418, pages 001-002. Shortages in area.

4.) Community F.I.R.M. Number 350070-0012-B




Instrument No. 1470750
COUNTY OF SANTA FE
STATE OF NEW MEXICO } ss

I hereby certify that this instrument was filed for record on the 15th day of Feb A.D. 2007, at 2:40 o'clock PM, and was duly recorded in Book 493, Page 017 of the records of Santa Fe County.

Witness my Hand and Seal of Office
County Clerk, Santa Fe County, New Mexico
Valerie Espinoza

Deputy

## CERTIFICATE

I, David E. Cooper, a duly registered Professional Surveyor in the State of New Mexico hereby certify that this plat represents an actual survey made in the field by me or under my direction, that it meets the Minimum Standards for Surveys in New Mexico and that the information contained herein is true and correct to the best of my knowledge, information and belief.

This is a boundary survey of an existing tract or tracts and it is not a land division or subdivision as defined by the New Mexico Subdivision Act.

January 28, 2007

David E. Cooper
P.S. No. 9052

STATE OF NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR DAVID E. COOPER 9052

**CITY OF SANTA FE**
**PUBLIC NOTICE**

The City of Santa Fe has not reviewed this plat of survey before its filing in the Office of the County Clerk. This survey is based on those documents noted hereon. City of Santa Fe Staff must approve all documents submitted with an application for building permit and may require additional documentation to prove legal lot of record. This statement does not in any way represent official approval of this plat.

| SIERRA LAND SURVEYING, INC. | | |
|---|---|---|
| 1452 South St. Francis Drive | SANTA FE, NM | 505-983-5932 |
| Project No. C-004-0107 | Dwg. DEC | Ck. DTC |
| | File: 999GP | Bk. 85 |

**INDEXING INFORMATION FOR COUNTY CLERK**

| NAME | LOCATION | SUBDIVISION |
|---|---|---|
| Pueblo of Tesuque | Sec. 2 T. 16N. R. 9 E. | San Miguel Plaza |

UPC 1-053-096-275-204 Tract D6
UPC 1-053-096-310-200 Tract D6

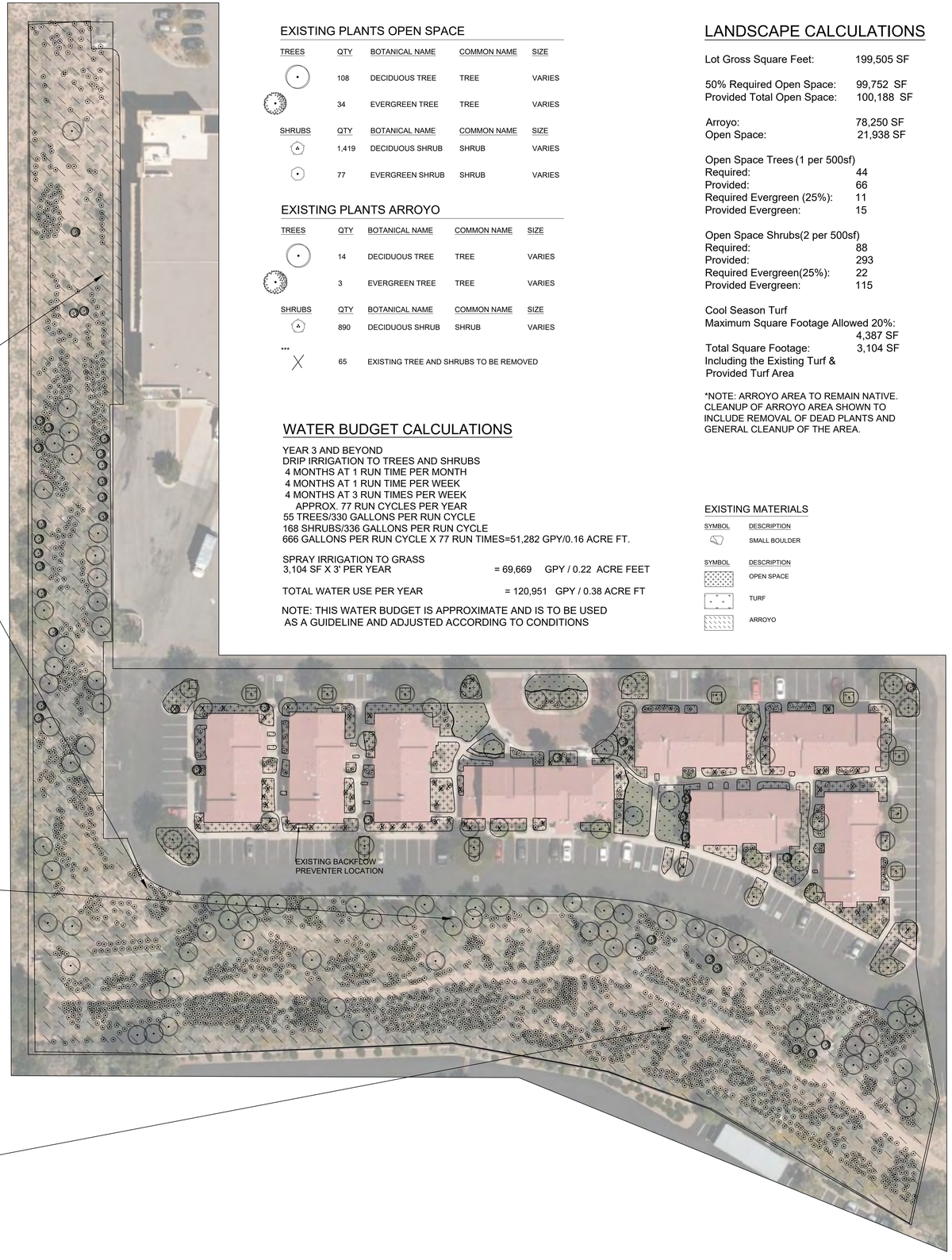
## REFERENCE IMAGES












## EXISTING PLANTS OPEN SPACE

| TREES | QTY | BOTANICAL NAME | COMMON NAME | SIZE |
|---|---|---|---|---|
| | 108 | DECIDUOUS TREE | TREE | VARIES |
| | 34 | EVERGREEN TREE | TREE | VARIES |
| **SHRUBS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **SIZE** |
| | 1,419 | DECIDUOUS SHRUB | SHRUB | VARIES |
| | 77 | EVERGREEN SHRUB | SHRUB | VARIES |

## EXISTING PLANTS ARROYO

| TREES | QTY | BOTANICAL NAME | COMMON NAME | SIZE |
|---|---|---|---|---|
| | 14 | DECIDUOUS TREE | TREE | VARIES |
| | 3 | EVERGREEN TREE | TREE | VARIES |
| **SHRUBS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **SIZE** |
| | 890 | DECIDUOUS SHRUB | SHRUB | VARIES |
| | 65 | EXISTING TREE AND SHRUBS TO BE REMOVED | | |

## WATER BUDGET CALCULATIONS

YEAR 3 AND BEYOND
DRIP IRRIGATION TO TREES AND SHRUBS
4 MONTHS AT 1 RUN TIME PER MONTH
4 MONTHS AT 1 RUN TIME PER WEEK
4 MONTHS AT 3 RUN TIMES PER WEEK
APPROX. 77 RUN CYCLES PER YEAR
55 TREES/330 GALLONS PER RUN CYCLE
168 SHRUBS/336 GALLONS PER RUN CYCLE
666 GALLONS PER RUN CYCLE X 77 RUN TIMES=51,282 GPY/0.16 ACRE FT.

SPRAY IRRIGATION TO GRASS
3,104 SF X 3' PER YEAR = 69,669 GPY / 0.22 ACRE FEET

TOTAL WATER USE PER YEAR = 120,951 GPY / 0.38 ACRE FT

NOTE: THIS WATER BUDGET IS APPROXIMATE AND IS TO BE USED AS A GUIDELINE AND ADJUSTED ACCORDING TO CONDITIONS

## LANDSCAPE CALCULATIONS

Lot Gross Square Feet: 199,505 SF

50% Required Open Space: 99,752 SF
Provided Total Open Space: 100,188 SF

Arroyo: 78,250 SF
Open Space: 21,938 SF

Open Space Trees (1 per 500sf)
Required: 44
Provided: 66
Required Evergreen (25%): 11
Provided Evergreen: 15

Open Space Shrubs(2 per 500sf)
Required: 88
Provided: 293
Required Evergreen(25%): 22
Provided Evergreen: 115

Cool Season Turf
Maximum Square Footage Allowed 20%: 4,387 SF
Total Square Footage: 3,104 SF
Including the Existing Turf & Provided Turf Area

*NOTE: ARROYO AREA TO REMAIN NATIVE. CLEANUP OF ARROYO AREA SHOWN TO INCLUDE REMOVAL OF DEAD PLANTS AND GENERAL CLEANUP OF THE AREA.

## EXISTING MATERIALS

| SYMBOL | DESCRIPTION |
|---|---|
| | SMALL BOULDER |
| | OPEN SPACE |
| | TURF |
| | ARROYO |

YELLOWSTONE
LANDSCAPE
www.yellowstonelandscape.com
PO Box 10597
Albuquerque, NM 87184
505.898.9615
design@yellowstonelandscape. com

STATE OF NEW MEXICO
JOHN GILLIES BRALY
# 1738
REGISTERED LANDSCAPE ARCHITECT

Date: 05/20/2022
Revisions:

Drawn by: RC
Reviewed by: JB

# Santa Fe Suites
## Residential Conversion

3007 S St Francis Dr
Santa Fe, New Mexico

NORTH

Scale: 1" = 40'

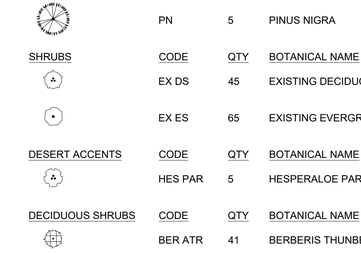
20 0 40 80

Sheet Title:
Existing Landscape Plan

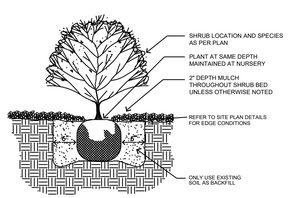
Sheet Number:
L-1

## Open Space Plant Schedule

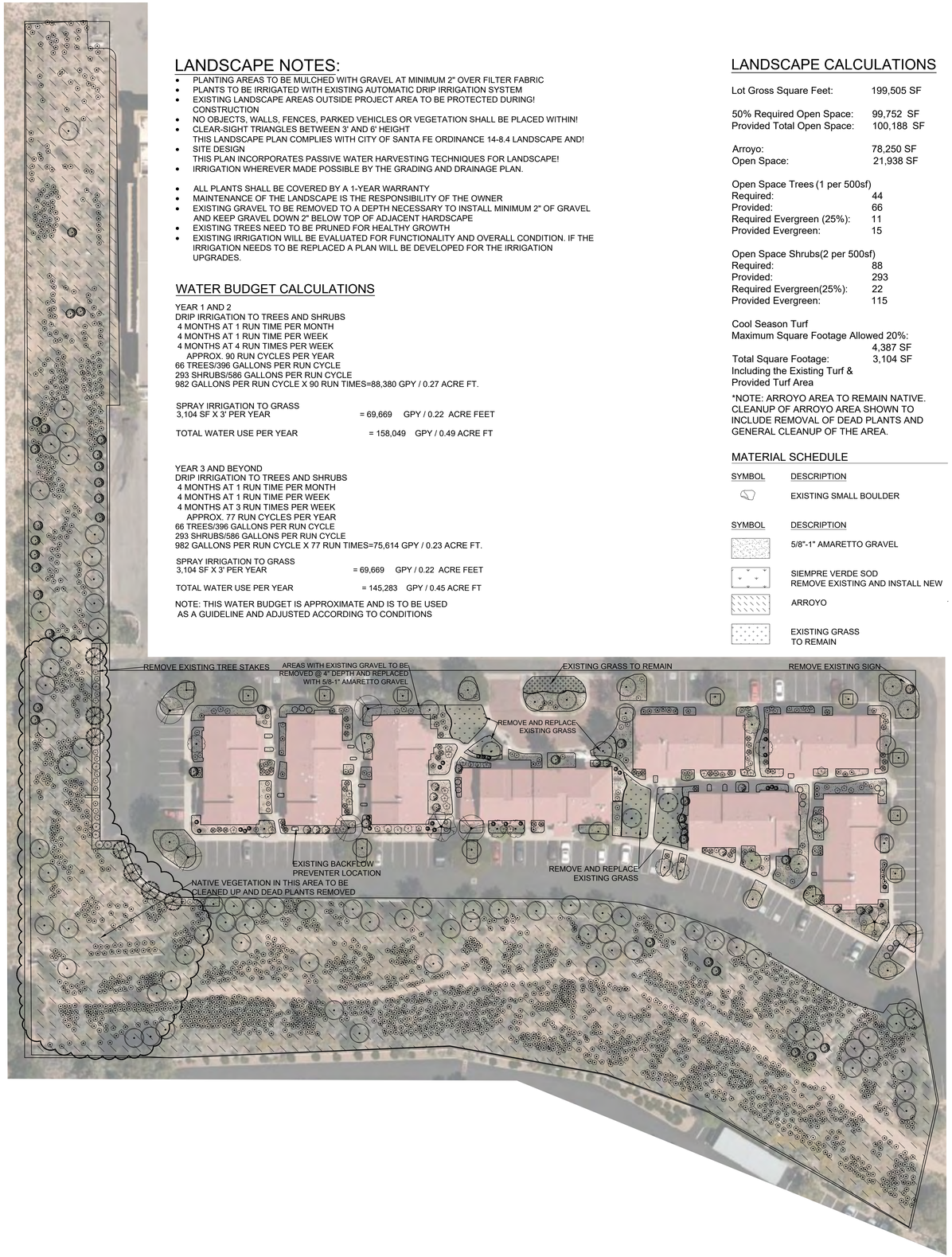
| TREES | CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | WATER USE |
|---|---|---|---|---|---|---|
| | EX DT | 35 | EXISTING DECIDUOUS TREE | TREE | VARIES | |
| | EX ET | 10 | EXISTING EVERGREEN TREE | TREE | VARIES | |
| **DECIDUOUS TREES** | **CODE** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **SIZE** | |
| | MAL RAD | 6 | MALUS X `RADIANT` | RADIANT CRAB APPLE | 2" B&B | L-M |
| | PYR CLE | 8 | PYRUS CALLERYANA `CLEVELAND SELECT` | CLEVELAND SELECT PEAR | 2" B&B | L-M |
| | ULM EM2 | 2 | ULMUS PROPINQUA `EMERALD SUNSHINE` | EMERALD SUNSHINE ELM | 2" B&B | L-M |
| **EVERGREEN TREES** | **CODE** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **SIZE** | |
| | PN | 5 | PINUS NIGRA | AUSTRIAN BLACK PINE | 6` B&B | L-M |
| **SHRUBS** | **CODE** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **SIZE** | **WATER USE** |
| | EX DS | 45 | EXISTING DECIDUOUS SHRUB | SHRUB | VARIES | |
| | EX ES | 65 | EXISTING EVERGREEN SHRUB | SHRUB | VARIES | |
| **DESERT ACCENTS** | **CODE** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **SIZE** | **WATER USE** |
| | HES PAR | 5 | HESPERALOE PARVIFLORA | RED YUCCA | 5 GAL | L-M |
| **DECIDUOUS SHRUBS** | **CODE** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **SIZE** | **WATER USE** |
| | BER ATR | 41 | BERBERIS THUNBERGII `ROSE GLOW` | ROSE GLOW JAPANESE BARBERRY | 5 GAL | L-M |
| | BUD DAV | 13 | BUDDLEJA DAVIDII | BUTTERFLY BUSH | 5 GAL | L-M |
| | CAR DAR | 27 | CARYOPTERIS X CLANDONENSIS `DARK KNIGHT` | BLUE MIST SPIREA | 5 GAL | L-M |
| | EUO COM | 16 | EUONYMUS ALATUS `COMPACTUS` | COMPACT BURNING BUSH | 5 GAL | L-M |
| | HIB SYR | 4 | HIBISCUS SYRIACUS | ROSE OF SHARON | 5 GAL | L-M |
| | PRU PAW | 19 | PRUNUS BESSEYI `PAWNEE BUTTES` | PROSTRATE SAND CHERRY | 5 GAL | L-M |
| | RHU TRI | 11 | RHUS TRILOBATA | THREE LEAF SUMAC | 5 GAL | L-M |
| | RW | 2 | ROSA WOODSII | MOUNTAIN ROSE | 5 GAL | |
| **EVERGREEN SHRUBS** | **CODE** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **SIZE** | **WATER USE** |
| | ART FIL | 14 | ARTEMISIA FILIFOLIA | SAND SAGEBRUSH | 5 GAL | L-M |
| | BW | 2 | BUXUS MICROPHYLLA JAPONICA 'WINTER GEM' | WINTER GEM JAPANESE BOXWOOD | 5 GAL | L-M |
| | CER LED | 6 | CERCOCARPUS LEDIFOLIUS | CURL-LEAF MOUNTAIN MAHOGANY | 5 GAL | L-M |
| | CYT ALL | 15 | CYTISUS SCOPARIUS `ALL GOLD` | SCOTCH BROOM | 5 GAL | L-M |
| | ERI TUR | 8 | ERICAMERIA LARICIFOLIA | TURPENTINE BUSH | 5 GAL | L-M |




1 TREE INSTALLATION DETAIL NTS




2 SHRUB INSTALLATION DETAIL NTS




## LANDSCAPE NOTES:

- PLANTING AREAS TO BE MULCHED WITH GRAVEL AT MINIMUM 2" OVER FILTER FABRIC
- PLANTS TO BE IRRIGATED WITH EXISTING AUTOMATIC DRIP IRRIGATION SYSTEM
- EXISTING LANDSCAPE AREAS OUTSIDE PROJECT AREA TO BE PROTECTED DURING! CONSTRUCTION
- NO OBJECTS, WALLS, FENCES, PARKED VEHICLES OR VEGETATION SHALL BE PLACED WITHIN!
- CLEAR-SIGHT TRIANGLES BETWEEN 3' AND 6' HEIGHT
  THIS LANDSCAPE PLAN COMPLIES WITH CITY OF SANTA FE ORDINANCE 14-8.4 LANDSCAPE AND!
- SITE DESIGN
  THIS PLAN INCORPORATES PASSIVE WATER HARVESTING TECHNIQUES FOR LANDSCAPE!
- IRRIGATION WHEREVER MADE POSSIBLE BY THE GRADING AND DRAINAGE PLAN.

- ALL PLANTS SHALL BE COVERED BY A 1-YEAR WARRANTY
- MAINTENANCE OF THE LANDSCAPE IS THE RESPONSIBILITY OF THE OWNER
- EXISTING GRAVEL TO BE REMOVED TO A DEPTH NECESSARY TO INSTALL MINIMUM 2" OF GRAVEL AND KEEP GRAVEL DOWN 2" BELOW TOP OF ADJACENT HARDSCAPE
- EXISTING TREES NEED TO BE PRUNED FOR HEALTHY GROWTH
- EXISTING IRRIGATION WILL BE EVALUATED FOR FUNCTIONALITY AND OVERALL CONDITION. IF THE IRRIGATION NEEDS TO BE REPLACED A PLAN WILL BE DEVELOPED FOR THE IRRIGATION UPGRADES.

## WATER BUDGET CALCULATIONS

YEAR 1 AND 2
DRIP IRRIGATION TO TREES AND SHRUBS
4 MONTHS AT 1 RUN TIME PER MONTH
4 MONTHS AT 1 RUN TIME PER WEEK
4 MONTHS AT 4 RUN TIMES PER WEEK
APPROX. 90 RUN CYCLES PER YEAR
66 TREES/396 GALLONS PER RUN CYCLE
293 SHRUBS/586 GALLONS PER RUN CYCLE
982 GALLONS PER RUN CYCLE X 90 RUN TIMES=88,380 GPY / 0.27 ACRE FT.

SPRAY IRRIGATION TO GRASS
3,104 SF X 3' PER YEAR = 69,669 GPY / 0.22 ACRE FEET

TOTAL WATER USE PER YEAR = 158,049 GPY / 0.49 ACRE FT

YEAR 3 AND BEYOND
DRIP IRRIGATION TO TREES AND SHRUBS
4 MONTHS AT 1 RUN TIME PER MONTH
4 MONTHS AT 1 RUN TIME PER WEEK
4 MONTHS AT 3 RUN TIMES PER WEEK
APPROX. 77 RUN CYCLES PER YEAR
66 TREES/396 GALLONS PER RUN CYCLE
293 SHRUBS/586 GALLONS PER RUN CYCLE
982 GALLONS PER RUN CYCLE X 77 RUN TIMES=75,614 GPY / 0.23 ACRE FT.

SPRAY IRRIGATION TO GRASS
3,104 SF X 3' PER YEAR = 69,669 GPY / 0.22 ACRE FEET

TOTAL WATER USE PER YEAR = 145,283 GPY / 0.45 ACRE FT

NOTE: THIS WATER BUDGET IS APPROXIMATE AND IS TO BE USED AS A GUIDELINE AND ADJUSTED ACCORDING TO CONDITIONS

## LANDSCAPE CALCULATIONS

Lot Gross Square Feet: 199,505 SF

50% Required Open Space: 99,752 SF
Provided Total Open Space: 100,188 SF

Arroyo: 78,250 SF
Open Space: 21,938 SF

Open Space Trees (1 per 500sf)
Required: 44
Provided: 66
Required Evergreen (25%): 11
Provided Evergreen: 15

Open Space Shrubs(2 per 500sf)
Required: 88
Provided: 293
Required Evergreen(25%): 22
Provided Evergreen: 115

Cool Season Turf
Maximum Square Footage Allowed 20%: 4,387 SF
Total Square Footage: 3,104 SF
Including the Existing Turf & Provided Turf Area

*NOTE: ARROYO AREA TO REMAIN NATIVE. CLEANUP OF ARROYO AREA SHOWN TO INCLUDE REMOVAL OF DEAD PLANTS AND GENERAL CLEANUP OF THE AREA.

## MATERIAL SCHEDULE

| SYMBOL | DESCRIPTION |
|---|---|
| | EXISTING SMALL BOULDER |

| SYMBOL | DESCRIPTION |
|---|---|
| | 5/8"-1" AMARETTO GRAVEL |
| | SIEMPRE VERDE SOD REMOVE EXISTING AND INSTALL NEW |
| | ARROYO |
| | EXISTING GRASS TO REMAIN |


YELLOWSTONE LANDSCAPE
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Albuquerque, NM 87184
505.898.9615
design@yellowstonelandscape. com


STATE OF NEW MEXICO
JOHN CHARLES BRALY
12178
REGISTERED LANDSCAPE ARCHITECT

Date: 5/20/2022
Revisions:
1. _____
2. _____
3. _____
4. _____
5. _____

Drawn by: RC
Reviewed by: JB

# Santa Fe Suites
## Residential Conversion

3007 S St Francis Dr
Santa Fe, New Mexico

NORTH

Scale: 1" = 40'

20 0 40 80

Sheet Title:
**Proposed Landscape Plan**

Sheet Number:
**L-2**

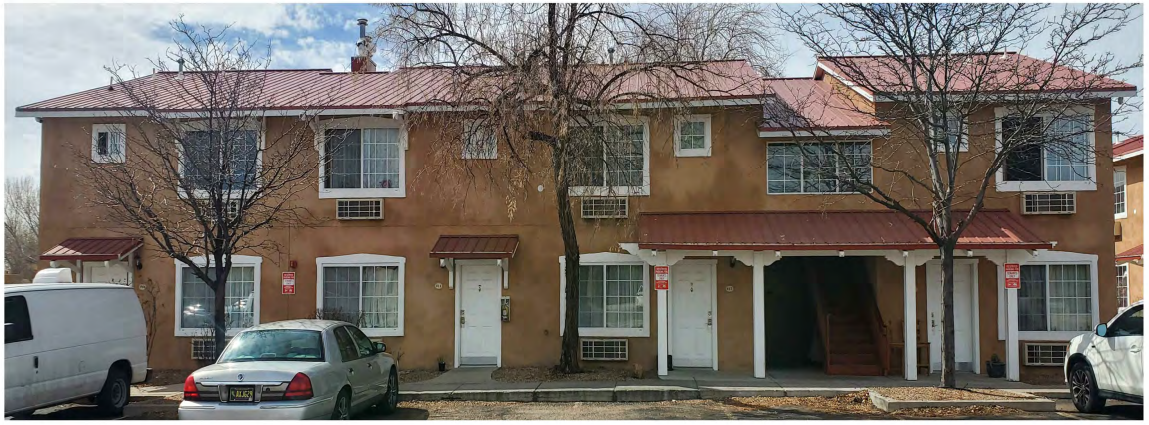



MAX HEIGHT:
24'-6"

**TYPICAL ELEVATION A**
SCALE: 1/4"=1'-0"



**TYPICAL ELEVATION B**
SCALE: 1/4"=1'-0"



**TYPICAL ELEVATION C**
SCALE: 1/4"=1'-0"




**TYPICAL ELEVATION D**
SCALE: 1/4"=1'-0"

0 4' 8' 12' 16'

JENKINSGAVIN
LAND USE/PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

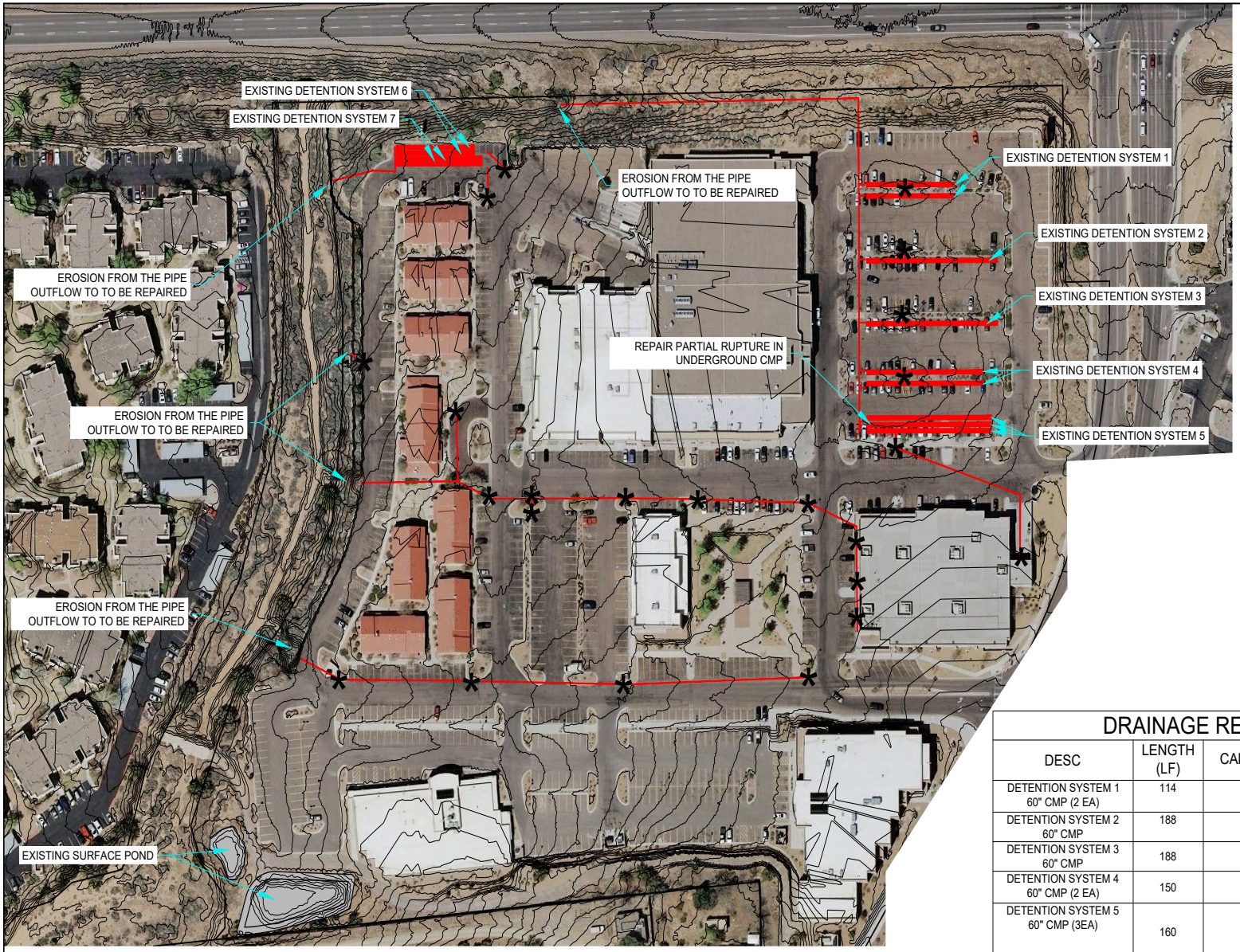
**SANTA FE SUITES**
3007 SOUTH ST. FRANCIS DRIVE

TYPICAL ELEVATIONS

SCALE
1/4"=1-0"

5/17/2022

A2




NOTE:
THIS PLAN SHOWS EXISTING DRAINAGE FEATURES IN CURRENT CONDITION. DATA HAS BEEN COMPILED FROM MULTIPLE SOURCES, SUCH AS AS-BUILT DRAWINGS AND LIDAR DATA. SEE NOTES ON THIS SHEET AND TERRAIN MANAGEMENT REPORT FOR MAINTENANCE REQUIREMENTS. THERE ARE NO NEW DRAINAGE STRUCTURES BEING PLANNED OR DESIGNED BY SANTA FE ENGINEERING CONSULTANTS FOR THIS PROJECT.

## DRAINAGE AND TERRAIN MANAGEMENT PLAN

SCALE: 1" = 60'

0 30 60 120

SCALE: 1" = 60'

## DRAINAGE FACILITIES MAINTENANCE NOTE

ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY ALL PROPERTY OWNERS.

INSPECTIONS SHALL BE CONDUCTED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NEW MEXICO OR OTHER QUALIFIED PERSON. INSPECTIONS SHALL BE CONDUCTED ON THE DRAINAGE FACILITIES IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

ON OR ABOUT MARCH 15, ON OR ABOUT SEPTEMBER 15, AND AFTER EACH STORM EVENT OF 1-INCH OR GREATER. MAINTENANCE OF THE DRAINAGE FACILITIES SHALL BE CONDUCTED AND DOCUMENTED BY THE INSPECTOR AND THE OWNER. THE OWNER SHALL MAINTAIN A FILE OF THE INSPECTIONS AND REMEDIAL ACTION CONDUCTED ON THE DRAINAGE FACILITIES.

WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE INSPECTOR'S RECOMMENDATIONS, AND SHALL INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING:

A. FLUSH ALL CULVERTS, DROP INLETS AND DRAINAGE PIPES TO REMOVE SEDIMENT AND VEGETATION THAT PREVENTS OR HINDERS THE FLOW OF STORM WATER IN THE DRAINAGE STRUCTURE(S).

B. REMOVE SEDIMENT IN PONDS THAT IS GREATER THAN 6-INCHES IN DEPTH, AND IF NECESSARY, RESEED WITH NATIVE GRASSES AND INSTALL FILTER FABRIC AND 3 TO 4 INCH COBBLE AS DIRECTED BY THE INSPECTOR.

C. INSPECT FOR SEDIMENTATION IN ALL SWALES, DITCHES, DRAINAGE PONDS AND REMOVE AND STABILIZE AS NECESSARY.

D. INSPECT FOR SOIL EROSION AT ALL DRAINAGE PONDS, CUT AND FILL SLOPES, AND REPAIR OR STABILIZE ACCORDINGLY.

E. INSPECT THE STRUCTURAL INTEGRITY OF DRAINAGE PONDS, SLOPES, RIP-RAP, GABIONS, DROP INLETS, CULVERTS, ENERGY DISSIPATORS, AND RETAINING WALLS, ROCK PLATING, EROSION CONTROL MATS OR BLANKETS, AND REPAIR OR STABILIZE ACCORDINGLY.

## DRAINAGE REPAIR TABLE

| DESC | LENGTH (LF) | CAPACITY (CF) | NOTES |
|---|---|---|---|
| DETENTION SYSTEM 1 60" CMP (2 EA) | 114 | 4,478 | REMOVE SILT, TRASH AND DEBRIS |
| DETENTION SYSTEM 2 60" CMP | 188 | 3,299 | REMOVE SILT, TRASH AND DEBRIS |
| DETENTION SYSTEM 3 60" CMP | 188 | 3,299 | REMOVE SILT, TRASH AND DEBRIS |
| DETENTION SYSTEM 4 60" CMP (2 EA) | 150 | 5,892 | REMOVE SILT, TRASH AND DEBRIS |
| DETENTION SYSTEM 5 60" CMP (3EA) | 160 | 10,212 | REMOVE SILT, TRASH AND DEBRIS. REPAIR PARTIAL RUPTURE IN UNDERGROUND CMP |
| DETENTION SYSTEM 6 60" RCP (2 EA) | 100 | 3,928 | REMOVE SILT, TRASH AND DEBRIS |
| DETENTION SYSTEM 7 60" RCP (2 EA) | 110 | 4,321 | REMOVE SILT, TRASH AND DEBRIS |
| EXISTING SURFACE POND | N/A | 7,481 | RAISE BERM TO MIN. ELEVATION 6871 CLEAR VEGETATION |

* DENOTES DROP INLET TO BE CLEANED

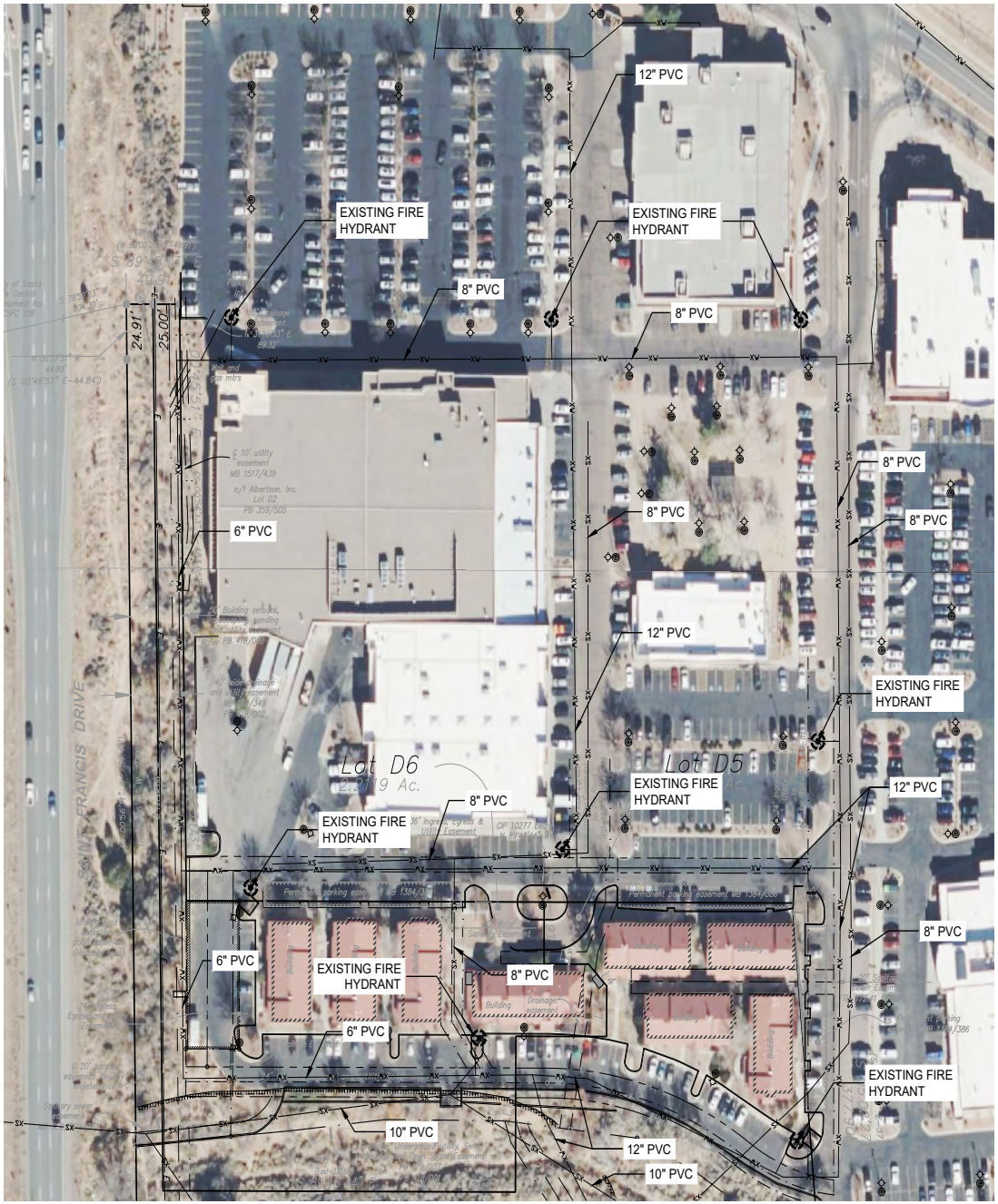
CASE #_____

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

SANTA FE SUITES
RESIDENTIAL CONVERSION

DRAINAGE AND TERRAIN MANAGEMENT PLAN

| DATE: | SCALE: | SHEET: |
|---|---|---|
| MAY 2022 | 1" = 60' | C-1 |




LEGEND

- EXISTING SANITARY SEWER LINE
- EXISTING WATER LINE
- EXISTING FIRE HYDRANT PER SURVEY DATA
- EXISTING FIRE HYDRANT PER GIS DATA
- EXISTING LUMINAIRE

N

0 25 50 100

SCALE: 1" = 50'

## UTILITY PLAN

SCALE: 1" = 50'

NOTE:
THIS PLAN SHOWS EXISTING UTILITIES IN CURRENT CONDITION.
DATA HAS BEEN COMPILED FROM MULTIPLE SOURCES, SUCH AS AS-BUILT DRAWINGS , SURVEYS, AND GIS DATA. THERE ARE NO NEW UTILITIES BEING PLANNED OR DESIGNED BY SANTA FE ENGINEERING CONSULTANTS FOR THIS PROJECT.

CASE #_____

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

SANTA FE SUITES
RESIDENTIAL CONVERSION

UTILITY PLAN

| DATE: | SCALE: | SHEET: |
|---|---|---|
| MAY 2022 | 1" = 50' | C-2 |

**From:** Just for Grins
**To:** ALVARADO, DANIEL J.
**Subject:** Fwd: Case # 2022-5397
**Date:** Monday, June 27, 2022 3:53:27 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

A few things are wrong with this case and I'll start with the fact that I received the letter from "City of Santa Fe", Land use department - only on Friday 5/24/2022.
The letter was sent to me by the petitioner representative, who I think was obligated to send it to the neighbours that may be affected by their employer's request. That does not give enough time for a serious, well thought and organized response. maybe it was done deliberately, maybe not.

Of more serious concern is the fact that the request is asking to make an unbearable situation even worse. Since the "Santa Fe Suites" operating as a hotel was converted to low income housing the parking lot and the neighborhood have changed dramatically. While many of the homeless and deserved low income residents found a suitable place to live, many of their friends are wandering around the premises, loitering and harassing passer byes for change and pan handling.

Our morning routine starts with going around the parking lot and adjacent bushes and shrubs looking for disposed needles and sharps. On the same route we collect a plethora of empty single serve liqueur bottles. Our outside trash containers are overflowing with empty food and beverages containers and that is after our custodians emptied them the evening prior.

Operating a business in this environment turned challenging and frustrating. In the 14 years of operating my business here, I never had to request the help of the police in removing a trespasser who put a tent on our "vacant" property.

The police are visiting here almost on a daily basis. I like the police presence, I do not like the reason they have to come here.

In summary, We object to increasing the population density of the "low income housing". It is beyond manageable now, so I can not and do not want to think of what it will be later.

***Jake Prishkulnik, MD***
***Just for Grins***
**Pediatric Dentistry**
**505.428.7878**
**607.765.2856**

Disclaimer: THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAWS. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at pdsf505@gmail.com. Thank you.

# ALLISON J. FABARA

Santa Fe, NM 87505

---

## PROFESSIONAL EXPERIENCE:

**League of Conservation Voters**
Senior Director of State Development, *May 2021 - Current*
State Fundraising Mentor/Consultant, *August 2019 – April 2021*

- Mentor state affiliate staff and board to strengthen their fundraising programs
- Design and implement in-person and virtual trainings for state development staff
- Support state affiliates in developing vision statements and cases for support
- Staff racial justice and equity working group to develop a cohort work plan
- Help develop vision/model for Conservation Voters network integrated fundraising

**Conservation Voters New Mexico**, Santa Fe, NM
Development Director, *June 2010 – July 2019*

- Designed and implemented an overall fundraising strategy for the family of organizations, including 501(c)(4), 501(c)(3) and two political action committees
- Tripled core budget from $600K to $1.8 million, raising a total of $3.5 million in 2018
- Personally and successfully solicited major gifts up to $250,000
- Led and oversaw grassroots, midrange and major gifts programs, special events and donor stewardship activities, growing donor base from 250 to 1,200 during tenure
- Coordinated with key staff to grow the institutional giving program
- Partnered with board development committee to achieve fundraising goals
- Collaborated with the League of Conservation Voters to raise money jointly
- Supervised full-time development associate position

**NARAL Pro-Choice America**, Washington, DC
Associate Director of Development, Strategic Operations, *April - June 2010*; Assistant Director of Development, Special Events, *Feb. 2006 - April 2010*; Special Events Manager, *Sept. 2005 - Feb. 2006*; Special Events Associate, *July 2004 - Sept. 2005*

- Took on increasing levels of responsibility in overseeing and implementing a successful $2 million event fundraising program
- Increased event revenue in key money markets—Chicago, LA, NYC, Washington D.C. and San Francisco—with locally tailored events and major gift strategies
- Developed event budgets, planning timelines, marketing materials and scripting, identified target audiences, secured high-profile speakers, supervised facility arrangements, engaged volunteer host committees, and managed registration/seating
- Developed cultivation and solicitation strategies, soliciting gifts up to $25,000
- Facilitated call time with president, drafted donor correspondence
- Supervised full-time special events associate and interns

**AMERICAN HUMANIST ASSOCIATION**, Washington, DC
Development Associate *July 2002 – Feb. 2004*; Executive/Event Coordinator *Jan. - July 2002*

- Developed annual fundraising plan and revenue budget
- Established the organization's first major gift and institutional giving programs
- Crafted direct mail appeals and managed donor events
- Managed planned giving program, which provide one-third of the annual revenue
- Planned and executed the annual conference and board meetings, resulting in increased attendance, improved quality of programming and cost effectiveness
- Managed organizational project schedule; drafted content for print and website

## VOLUNTEER EXPERIENCE:

**Showing Up for Racial Justice, Northern NM Chapter**
Organizing Group and Action Hour Team, *June 2020 - April 2021*

- Organized white folks in support of local BIPOC-led anti-racism campaigns
- Participated in public hearings, advocacy action hours and direct actions

**Chainbreaker Collective**, Santa Fe, NM
Volunteer and Pro Bono Fundraising Consultant, *Summer 2016 – April 2021*

- Hosted house party to raise funds for staff to participation in GIFT conference
- Helped to significantly increase revenue for annual posolada event
- Consulted on $100,000 capital campaign

## EDUCATION:

**Villanova University**, Villanova, PA
Overall GPA: 3.59, Dean's List, Villanova Scholarship
Bachelor of Arts, Liberal Arts and Sciences, 2001
Major: Liberal Arts, Concentration in Social Sciences
Minors: General Business, Peace and Justice
Associate of Science, Natural Sciences, 2000

## KEY TRAININGS:

Dismantling Systemic Racism in the Nonprofit Sector, 2021 (currently attending)
Race Forward Anti-Racism Training, 2019
Managing to Change the World with the Management Center, 2015
Grantsmanship Training Program with the Grantsmanship Center, 2012

## TECHNICAL SKILLS:

MS Office, Google Suite, EveryAction, Raisers Edge, The Databank, WealthEngine, GuideStar, The Foundation Center

# JOHN W. WHEELER -

**ADMITTED TO NEW MEXICO BAR – OCTOBER 1990**
**ADMITTED TO MASSACHUSETTS BAR – DECEMBER 1989**

## EDUCATION

NAVAL POSTGRADUATE SCHOOL, CENTER FOR HOMELAND DEFENSE AND SECURITY, Monterey, CA
Executive Leaders Program Graduate, August 2010

SUFFOLK UNIVERSITY LAW SCHOOL, Boston, MA
J.D. JUNE 1989

UNIVERSITY OF NEW MEXICO, Albuquerque, NM
B.A., History, Summa cum Laude, May 1986
Second Major, Political Science
Honors: Recipient of 1986 Charles Flores Coan Award as Valedictorian of History Department
Honors Thesis: *Church and State in New Mexico: A Historical Perspective*, Highest Honors

## PROFESSIONAL EXPERIENCE

**LEGAL INSTRUCTOR;** Naval Postgraduate School, Center for Homeland Defense and Security**,** Executive Leaders Program, Monterey, CA
Responsible for providing education on legal issues within the Homeland Security enterprise to executive level students nationally from all facets of government and private industry. 2011 to present.

**SUPERVISOR/SENIOR SKI PATROLMAN;** Ski Santa Fe**,** Santa Fe, NM
Full time supervisor and Ski Patrolman for the Professional Ski Patrol at Ski Santa Fe. Responsible for all aspects of mountain safety and provision of medical services at the EMT intermediate level in an austere alpine winter environment. 2017 to present

**CHIEF COUNSEL;** New Mexico Office of the Attorney General, Santa Fe, NM
Appointed by Attorney General Hector Balderas. Responsible for providing legal advice and guidance on the offices' criminal and civil efforts, including compliance with the Inspection of Public Records Act, the Open Meetings Act and Qui Tam litigation. Responsible for coordinating the Agency's legislative efforts and responding to lawsuits against the Agency, as well as assisting in determinations involving Amicus participation with other states and jurisdictions. December 2014 to June 2016

**CHIEF COUNSEL;** New Mexico Department of Public Safety, Santa Fe, NM
Director, Office of Legal Affairs. Overall management and responsibility for all legal aspects of 1100 person cabinet level statewide law enforcement and emergency response agency. Particular emphasis on New Mexico State Police. Responsible for legal oversight for more than 100 emergency and disaster declarations including 2 (two) presidential declarations pursuant to the Stafford Act.
September 1997 to May 2009 (leave of absence to assume cabinet secretary post) January 2011 to December 2014

**CABINET SECRETARY;** Department of Homeland Security and Emergency Management, Santa Fe, NM
Appointed cabinet member by Governor Bill Richardson, confirmed by New Mexico Senate. Responsible for the direct oversight of all agency activities. The Department consists of Response & Recovery Bureau, Administrative Services, Intelligence Bureau, Preparedness Bureau, New Mexico Task Force I, Urban Search and Rescue Team, as well as the New Mexico All Source Intelligence Center (NMASIC). Governor's Authorized Representative (GAR) who may execute on behalf of the State any and all agreements, contracts, and requests relating to Homeland Security and Emergency Management issues. May 2009 to December 2010

**GOVERNOR'S CRIME POLICY ADVISOR;** Office of Governor Bill Richardson, Santa Fe, NM
Responsible for crafting, lobbying, testifying, advocating and implementing for all aspects of the Governor's crime policy agenda including DWI, gangs, drugs, domestic violence and sex offender legislation and policy initiatives.
May 2005 to May 2009

**ASSISTANT COUNSEL;** New Mexico Department of Public Safety, Santa Fe, NM
Representation of Department in all administrative, state and federal court proceedings. Responsibilities included extensive teaching for the New Mexico State Police, the New Mexico Law Enforcement Academy, including in-service courses for law enforcement agencies throughout the State, representation in civil drug forfeitures, legislative matters, and all search and rescue matters. Special emphasis on emergency management and response and Native American jurisdictional matters. Commissioned as a Special Assistant Attorney General and a Special Assistant District Attorney for the First Judicial District. September 1991 to September 1997.

**ASSOCIATE ATTORNEY;** Simms & Stein, P.A., Santa Fe, NM
Responsibilities included analyses of and responses to incoming pleadings, briefs, and memoranda. While the practice was limited to water law, it necessarily involved related property, contract, and administrative law. The nature of the work included State Engineer administrative proceedings, de novo district court appeals, declaratory and injunctive actions, extraordinary writs, state and federal appellate practice, certiorari issuing from the United States Supreme Court, and considerable trial and related work in original actions among states in the United States Supreme Court (Kansas vs. Colorado). January 1990 to May 1991

## EMERGENCY MEDICAL SERVICE/VOLUNTEER FIRE DEPARTMENT EXPERIENCE

Assistant Chief, Santa Fe County Fire Department, 2003 to 2009; Firefighter, EMS provider-Tesuque Volunteer Fire Department, Tesuque, NM, 1990 to 2003; Chief for nine terms, Tesuque Volunteer Fire Department
Recipient Santa Fe County Fire Department Medal of Valor for conduct during the Cerro Grande Fire, Los Alamos, NM May 2000

Team member, New Mexico Task Force 1 (NM-TF1), New Mexico's FEMA sponsored Urban Search and Rescue Team; Deployments to Hurricanes Katrina and Rita, September 2005. Qualified as a FEMA Task Force Leader

Central Division Representative on Department of Homeland Security, FEMA, National Legal Issues Working Group, 2003 to 2015

New Mexico EMT-Basic, 1992-1994; New Mexico EMT-Intermediate, 1994 to present; New Mexico EMT-B Instructor/Coordinator, University of New Mexico, EMS Academy, Summer 1995

Senior Ski Patrolman, Santa Fe Professional Ski Patrol, Santa Fe Ski Area, NM, 1992 to 2005, 2017 to present

President, Santa Fe County Fire Chiefs Association, 1998 to 2003

## SELECTED PROFESSIONAL AFFILIATIONS

2009 to 2011 Appointed Member, Local, State, Tribal and Federal Preparedness Task Force
2009 to 2010 Border Governor's Conference; Security Table Member; Emergency Management Table
2009 to 2010 Member, Governor's Homeland Security Advisor's Council, National Governor's Association
2009 to 2010 Chairman, New Mexico Intrastate Mutual Aid Committee
2009 to 2010 Chairman, State Emergency Response Commission

## VOLUNTEER ACTIVITIES

**SANTA FE CIVIC HOUSING AUTHORITY; Appointed** as a Commissioner by Santa Fe Mayor David Coss to a multi-year term. Responsibilities include direction, guidance, and supervision over public housing in Santa Fe County, Los Alamos County, Mora County and the Cities of Espanola and Bernalillo.
December 2008 to Present

**BOARD OF DIRECTORS**; Public Law Section of the State Bar of New Mexico
Assist in formulating public policy and training initiatives for State Bar and attorney section members.
1993 to 2004; Chairman 2002 to 2003.

Security Clearance and references available upon request

# Lynne Canning
# Canning Law & Justice, LLC

## PROFESSIONAL MEMBERSHIP

**State Bar of New Mexico**, admitted September 2015

## EDUCATION

**University of New Mexico School of Law**, Albuquerque, NM. *Juris Doctor* granted May 2015
Honors: *New Mexico Law Review*, Editorial Board; Judge Oliver Seth Award Recognizing Excellence in Alternative Dispute Resolution; ABA/BNA Award Recognizing Excellence in Health Law

**Santa Fe Community College**, Santa Fe, NM. *Film Studies*, 2007 – 2008

**Prescott College**, Prescott, AZ. *Master of Arts*, Religious Studies/Peace Studies, 2003

**Pitzer College**, Claremont, CA. *Bachelor of Arts*, History, 1981

## PUBLICATION

Lynne Canning, Note, *Have You Volunteered to Arbitrate Today?* New Mexico Law Review, Volume 45 No. 1 Fall 2014.

## LEGAL EXPERIENCE

**Santa Fe Dreamers Project,** Santa Fe, NM
*Staff Attorney*, *SAFE PLACE Pro Se Asylum Clinic* - May 2019 - July 2021
Provided education, technical support and representation to non-detained asylum-seeking families in Santa Fe and Northern New Mexico whose cases are docketed before the El Paso Immigration Court. Previously provided pro bono representation before the Denver Immigration Court for asylum seekers detained at Cibola County Correctional Center.

**Canning Law & Justice, LLC,** Santa Fe, NM
*Fair Lending Practices, Illegal Foreclosures, Criminal Justice Reform, and Asylum Law* - October 2015 – present
Represented individuals facing predatory and illegal lending practices. Worked with non-profit groups, attorneys and community members on bills capping New Mexico's small loan interest rates, extending small loan programs to state employees and ending the use of solitary confinement. Volunteered with the New Mexico Supreme Court and Administrative Office of the Courts to pass the Bail Reform Constitutional Amendment. Provided pro bono support to refugee families incarcerated at the South Texas Family Detention Center in Dilley, Texas.

**University of New Mexico School of Law**, Albuquerque, NM
*Research Assistant for Professor Jim Ellis*, 2013-2014
Supported preparation of amicus brief in *Hall v. Florida*, United States Supreme Court death penalty case addressing the unconstitutionality of executing clients with intellectual disabilities.

**First Judicial District Judge Sylvia Lamar**, Santa Fe, NM
*Legal Extern*, January 2014 – May 2014

**New Mexico Legal Aid**, Santa Fe, NM
*Legal Extern*, August 2013 – December 2013

## OTHER PROFESSIONAL EXPERIENCE

**New Mexico State Legislature,** Santa Fe, NM
*House Majority Legislative Analyst* for House Consumer and Public Affairs Committee for the 2018, 2019, 2021 and 2022 New Mexico Legislative Sessions and for the 2021 Redistricting Special Session.

**New Mexico Legislative Reports,** Santa Fe, NM
*Legislative Analyst* for the 2017 New Mexico Legislative Session.

**New Mexico First**, Albuquerque, NM
*Consultant, Researcher, Author*, *Workshop facilitator,* 2007 – 2019
Select projects: Ethics Commission Coalition (April 2019); State Water Planning Town Hall (Dec 2017); Albuquerque Mayoral Debates (2017); Nevada EPSCOR Planning (2015); Centennial Progress Report (2012); New Mexico Health Insurance Exchange (2011); United Way Early Childhood Care and Education Summits (2011); Northern New Mexico Drug Interdiction Summit (2010); Growing New Mexico's Energy Economy (2009); Achievement Gap Solutions Summits (2009); ELL Summit (2009).

***Tricky Bidness***, Santa Fe, NM
*Documentary Filmmaker*, 2013
Co-directed and produced documentary film about the unintended consequences of ongoing marijuana prohibition and failed national drug policies in Humboldt County and the City of Arcata, California.

**The Community Store**, Santa Fe, NM
*Consultant*, *Strategic Planner*, *Community Organizer*, 2004 – 2012
Planned and implemented strategic planning processes for the City of Santa Fe, Santa Fe County and the Pojoaque Valley Planning Committee. Co-authored *Affordable Housing in Santa Fe-Where We Are Now and Where We Can Go* (2010).

**Leadership Santa Fe**, Santa Fe, NM
*Executive Director*, 2006 – 2007
Developed leadership program, conducted recruitment, coordinated fundraising and public outreach campaigns.

**Tikkun Community**, Berkeley, CA
*National Organizer*, 2004 – 2005
Organized local and national events, helped create Tikkun's Network of Spiritual Progressives, lobbied Congress.

**Santa Fe Land Use Resource Center**, Santa Fe, NM
*Planning Director*, *Community Organizer*, *Lobbyist*, 1997 – 2005
Organized community meetings for the Railyard Community Planning Process. Developed, negotiated and facilitated adoption of Santa Fe's Early Neighborhood Notification Ordinance**.** Developed Joint Powers Agreement creating the Santa Fe City-County Regional Planning Authority (RPA) and participated in development and adoption of the RPA's regional growth plan, joint city-county water plan, and affordable housing strategy. Collaborated with local government staff and community members on City and County General Plan updates and other community and neighborhood issues.

**Gainer and Associates Consulting**, Arcata, CA
*Planner*, *Researcher*, *Author*, *Community Organizer*, 1986 –1996
*Four Corner States Jobs Through Recycling Project*. Developed, piloted and delivered training curriculum for National Environmental Training Center for Small Communities. Worked to create California Recycling Market Development Zone (RMDZ) Strategic Marketing Plans. Implemented community participation for Humboldt County HIV Prevention Plan. Determined potential for job creation for County of Kauai Recycling Economic Development Project. Conducted market research and developed business plan to capitalize and start-up Fire & Light Originals, a small business that currently markets its recycled glass tableware nationwide.

## VOLUNTEER EXPERIENCE

**Board Member, Santa Fe Civic Housing Authority**, Santa Fe, NM, 2018 - Present
**Board Member, Santa Fe Neighborhood Law Center**, Santa Fe, NM, 2014 – 2019
**Board Member, Interfaith Worker Justice New Mexico**, Santa Fe, NM, 2011 – 2018
**City of Santa Fe, Ethics Ordinance revision**, 2011
**Santa Fe Public Schools Citizens' Review Committee and Budget Advisory Committee**, 2009 – 2011
**Chair, City of Santa Fe Permit and Development Review Task Force**, 2005 – 2006
**Santa Fe City-County Regional Planning Authority Affordable Housing Task Force**, 2004 – 2006
**Board Member, Santa Fe Jewish and Christian Dialogue**, 2003 – 2008
**Santa Fe Tikkun Community Steering Committee**, 2003 – 2005
**Producer, *Rock for Barack* Get-Out-the-Vote** 2008
**Facilitator, Compassionate Listening Project,** December 2004
**City Councilor**, City of Arcata, CA 1990 – 1995
**Planning Commissioner**, City of Arcata, CA 1988 – 1990