



# AGENDA

PUBLIC WORKS AND  
UTILITIES COMMITTEE  
JANUARY 09, 2023  
5:00 PM  
COUNCIL CHAMBERS, CITY HALL  
200 LINCOLN AVENUE

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## PROCEDURES FOR PUBLIC WORKS AND UTILITIES COMMITTEE MEETING

**Viewing:** Members of the public 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.

**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. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**

5. **PRESENTATION/INFORMATIONAL ITEMS**

- a. Update on the Water Division's Asset Management Plan and Implementation. (John Delmar, Engineering Supervisor, [jpdelmar@santafenm.gov](mailto:jpdelmar@santafenm.gov), 955-4231; Taylor Jurgens, Engineer, [trjurgens@santafenm.gov](mailto:trjurgens@santafenm.gov), 955-4203)

6. **ACTION ITEMS: CONSENT**

- a. Request for Approval of Minutes from the December 12, 2022 Public Works and Utilities Committee Meeting. (Jamie-Rae Diaz, Administrative Manager, [jldiaz@santafenm.gov](mailto:jldiaz@santafenm.gov), 505-955-4233)

**Committee Review:**

Public Works and Utilities Committee: 01/09/2023

- b. Request for Approval to Purchase a Vactor Ace Easement Machine for the Wastewater Collections Division with Pete's Equipment Repair in the Total Amount of \$111,506.25. (Benjamin Sandoval, Wastewater Collections Manger: [basandoval@santafenm.gov](mailto:basandoval@santafenm.gov), 505-955-4632)

- 1. Request for Approval of a Budget Adjustment Resolution from the WWMD Cash Balance in the Amount of \$111,506.25.

**Committee Review:**

Public Works and Utilities Committee: 01/09/2023

Finance Committee: 01/17/2023

Governing Body: 01/25/2023

- c. Request for Approval of Contract with MISCOWater/TW Associates to Purchase and Install Two Polymer Dosing Systems in the Total Amount of \$71,113.75. (P.Fred Heerbrandt, P.E., Engineer Supervisor: [pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov))

- 1. Request for Approval of a Budget Adjustment Resolution from the Wastewater Management Division Cash Balance In the Amount of \$71,113.75.

**Committee Review:**

Public Works and Utilities Committee: 01/09/2023

Finance Committee: 01/17/2023

Governing Body: 01/25/2023

- d. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Councilor M. Garcia, Councilwoman Villarreal and Mayor Webber)  
A Resolution Adopting a Strategy for Donating or Selling, at Below-Market Value, a Property Identified as “Las Estrellas Tract 6A” to a Developer Certified as a “Qualifying Grantee” Under the New Mexico Affordable Housing Act to Develop Santa Fe Homes Program Homes, Low-Priced Dwelling Units, or Units Price-Restricted Through Another Affordable Housing Subsidy; and Approving an Announcement to Sell the Remaining Seven Las Estrellas Lots with a Local Preference. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 11/30/2022

Community Development Commission: 12/07/2022

Economic Development Advisory Committee: 12/14/2022

Quality of Life Committee: 01/04/2023

Public Works and Utilities Committee: 01/09/2023

Finance Committee: 01/17/2023

Governing Body: 01/25/2023

- e. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Mayor Webber, Councilor Cassutt, Councilor Chavez)  
A Resolution Adopting the Midtown Community Development Plan for the Midtown Redevelopment Project. (Lee Logston, Midtown Asset Development Manager: lrlogston@santafenm.gov, 505-995-6914)

**Committee Review:**

Governing Body (Introduced) (Postponed): 11/09/2022

Governing Body (Introduced) (Postponed): 11/30/2022

Governing Body (Introduced): 12/14/2022

Finance Committee: 01/03/2023

Community Development Commission: 01/04/2023

Quality of Life Committee: 01/04/2023

Public Works and Utilities Committee: 01/09/2023

Economic Development Advisory Committee: 01/11/2023

Governing Body (Postponed): 01/11/2023  
Governing Body: 01/25/2023

- f. CONSIDERATION OF RESOLUTION NO. 2023-\_\_\_. (Mayor Webber, Councilor Chavez, Councilor Romero-Wirth, Councilor Cassutt and Councilor Lindell)

A Resolution Relating to Firearms; Recognizing that Certain City Properties are Used for School-Related Activities, Which Makes the Carrying of a Deadly Weapon on Such Properties a Fourth-Degree Felony Pursuant to NMSA 1978, Section 30-7-2.1; and Directing the City Manager to Work with Staff to Post Notice on Such Facilities. (Kyra Ochoa, Community Health and Safety Department Director: krochoa@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 11/30/2022  
Quality of Life Committee (Postponed): 12/7/2022  
Quality of Life Committee: 01/04/2023  
Public Works and Utilities Committee: 01/09/2023  
Finance Committee: 01/17/2023  
Governing Body: 01/25/2023

7. **MATTERS FROM STAFF**
8. **MATTERS FROM THE COMMITTEE**
9. **MATTERS FROM THE CHAIR**
10. **NEXT MEETING: Sunday, January 22, 2023**
11. **ADJOURN**

**Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.**

# City of Santa Fe, New Mexico

# memo

**Date:** January 9, 2023

**To:** Public Utilities/Public Works Committee, Finance Committee and City Council

**From:** Taylor Jurgens, Water Division Engineer *TRJ*  
John Del Mar, Water Division Engineer Supervisor *JDM*

**Via:** Shannon W. Jones, Public Utilities Director *SJ*  
Jesse D. Roach, Water Division Director *JR*

**RE:** Update on the Water Division's Asset Management Plan and Implementation.

## ITEM:

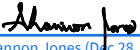
The City of Santa Fe's Water Division is implementing an improved asset management system to better manage the City's Water infrastructure and to comply with requirements for State funding of Water Division projects. In 2019, the Water Division initiated a formal Asset Management Plan (AMP) as a response to requirements to receive Water Trust Board funding for improvements to Nichols reservoir. The Water Division hired FCS Group Inc. to assist with documenting and evaluating a complete inventory of Water Division assets. A system wide survey was conducted that resulted in an asset management report, a detailed plan for an improved asset management program, and specific requirements of asset management software.

Recently, the Water Division assigned Taylor Jurgens to the role of Asset Management Program Coordinator to lead the asset management implementation process. The Water Division has also begun coordinating with the Public Works Division to gain insights and lessons learned from Public Works staff relating to their ongoing use of asset management software.

The next step is to select and implement asset management software that will centralize management of water infrastructure including:

- documenting age and condition of all assets,
- planning for annual maintenance and replacement of aging infrastructure,
- maintaining records related to asset management,
- providing centralized processing for work done across the division.

The Water Division is currently in the process of finalizing a scope of work with an on-call consultant to provide support services in the evaluation, scoring, and selection of an asset management software. The Water Division is targeting completion of the software evaluation, scoring, and selection process in the first half of calendar year 2023. Following selection of a vendor, the Water Division will enter into the software implementation process, which is expected to take place in the second half of calendar year 2023. Additional staff training and workflow improvement will be ongoing throughout the life of the program.

**Signature:**   
Shannon Jones (Dec 28, 2022 07:33 MST)

**Email:** [swjones@santafenm.gov](mailto:swjones@santafenm.gov)

# City of Santa Fe Water



## 2023 Asset Management Plan Update

Presented by John Del Mar – Engineer Supervisor, Water Division  
and Taylor Jurgens – Engineer, Water Division



# What is Asset Management?



# Need for Asset Management Plan

- Improved resource allocation
- More effective operation, maintenance, and planning
- Industry standard
- New Mexico Water Trust Board and SRF Funding
  - Additional requirement to update Governing Body or appropriate committees of asset management status on an annual basis
- City of Santa Fe Resolution 2015-35



# Asset Management Plan - Implementation

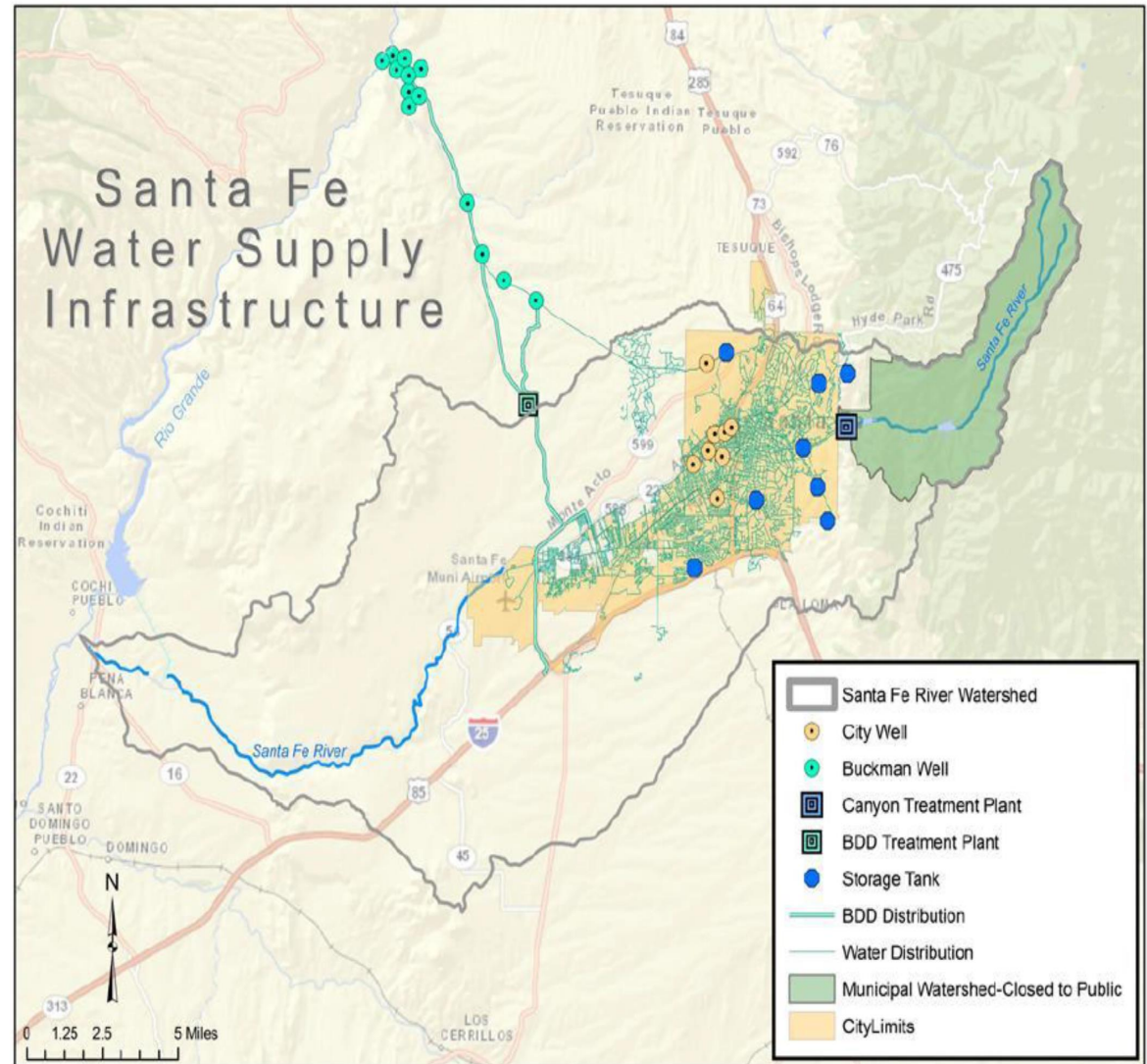
- 2020 Asset Management Plan (by FCS and Brown and Caldwell)
  - Division wide assessment (does not include BDD) of all assets, and schedule for maintenance & replacement based largely on age and asset criticality.
  - We are building on this
- Priority Line Replacement
  - Existing program focused on water mains
- Antero CMMS Software
  - Existing software used to manage assets associated with CRWTP, well fields, and pump stations
- Regular asset inventory updates in GIS



# Asset Inventory Highlights

- Over 600 miles of mains
- Over 3,000 hydrants
- Over 8,400 valves
- Nine finished water storage tanks – 34.6 MG total storage
- Two reservoirs
- 7 City wells and 13 Buckman wells
- Two water treatment plants (CRWTP and partial BDD ownership)

Figure 1-2 Santa Fe Water Supply Infrastructure



# Total Asset Value

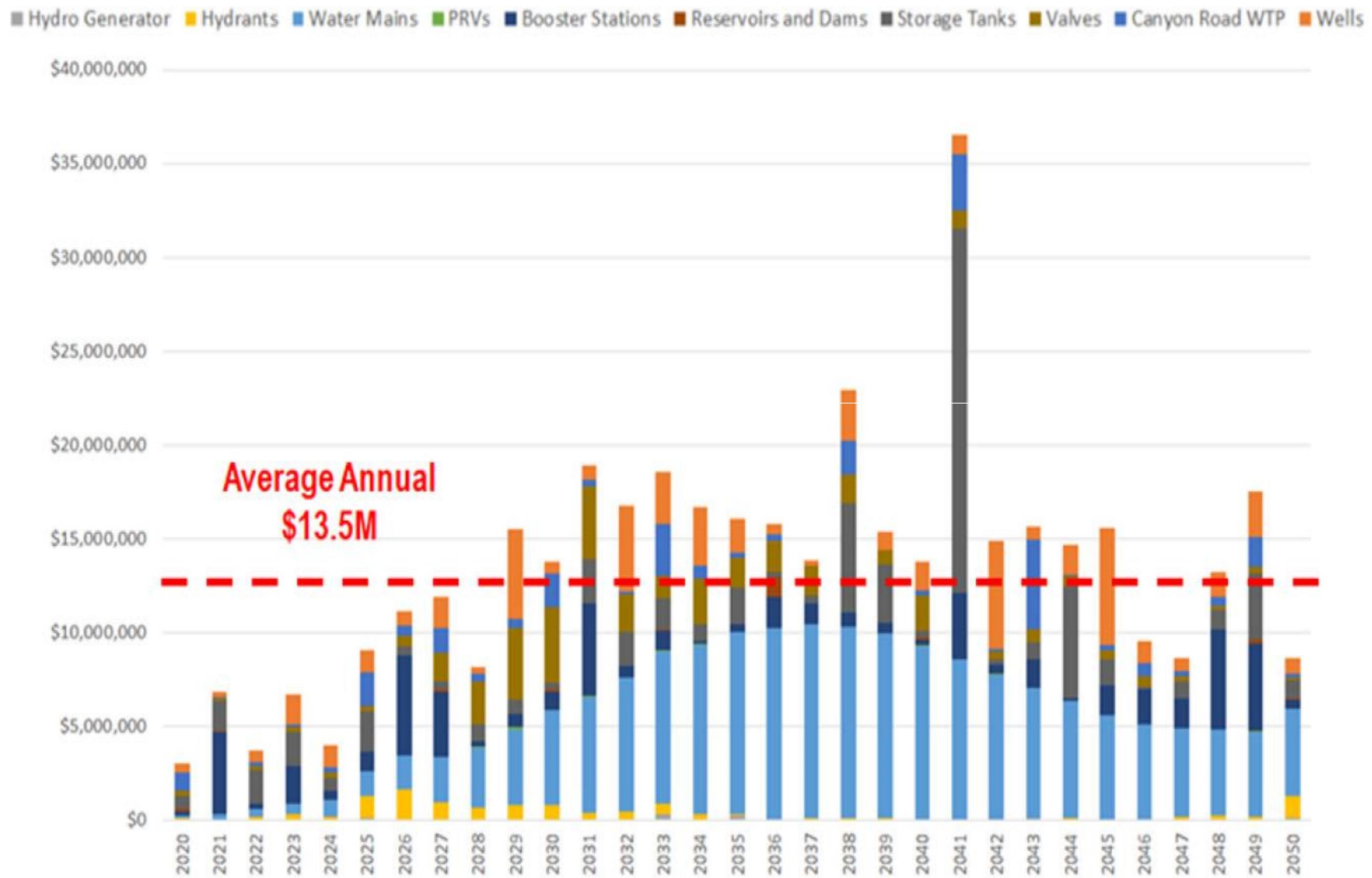
Table 6-1 Current Replacement Value

Asset Type	Replacement Cost	2% of Replacement Value or 50yr. Replacement Cycle
Hydrants	\$9,000,000	\$180,000
Water Mains	\$549,000,000	\$10,980,000
PRVs	\$500,000	\$10,000
Booster Stations	\$27,000,000	\$540,000
Reservoirs, Dams, and Hydro Gen.	\$65,500,000	\$1,320,000
Storage Tanks	\$42,000,000	\$840,000
Valves	\$32,000,000	\$640,000
Wells	\$44,000,000	\$880,000
Canyon Road WTP	\$31,000,000	\$610,000
<b>TOTAL</b>	<b>\$800,000,000</b>	<b>\$16,000,000</b>



# Long Term Funding Requirements

Figure 6-1. R/R Costs by Asset Type in 2019 Dollars (2020-2050)



# Asset Management Plan – Updates and Next Steps

- New Asset Management Program Coordinator  
– Taylor Jurgens
- Collaboration with Public Works
- Asset Management Software Evaluation and Selection – H1 2023
- Asset Management Software Implementation  
– H2 2023



Any Questions?





# MINUTES

REGULAR MEETING OF  
THE PUBLIC WORKS AND  
UTILITIES COMMITTEE  
DECEMBER 12, 2022 AT 5:00  
PM  
COUNCIL CHAMBERS  
CITY HALL, 200 LINCOLN  
AVENUE

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1. **CALL TO ORDER**

Meeting started at 5:02pm

2. **ROLL CALL**

**Members Present:**

Councilor Chris Rivera  
Councilor Michael Garcia  
Councilor Carol Romero-Wirth  
Councilor Lee Garcia

**Members Excused:**

Councilor Amanda Chavez

**Others Attending:**

Jamie-Rae Diaz, Administrative Manager  
Regina Wheeler, Public Works Department Director  
Shannon Jones, Public Utilities Department Director  
Geronimo Griego, Attendee  
Jeanne Wolfenbarger, Attendee  
Randy Randall, Attendee  
Terry Lease, Attendee  
Joe Abeyta, Attendee  
John Blair, Attendee  
Manuel Gonzales, Attendee  
Andrea Salazar, Attendee

3. **APPROVAL OF AGENDA**

Item O was removed from the consent agenda, this item was postponed at the 12/7/22 Quality of Life Committee.

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Lee Garcia, to approve the as presented.

**VOTE:** The motion was approved on the following Roll Call vote:



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**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

## 4. APPROVAL OF CONSENT AGENDA

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

## 5. PRESENTATION

- a. Presentation of the Updated and Approved Emergency Response Routes Map. (Jeanne Wolfenbarger, PE, Public Works Complete Streets Engineer, jawolfenbarger@santafenm.gov, 505-955-2415; Geronimo Griego, Fire Marshall, ggriego@santafenm.gov, 505-955-3317)

## 6. ACTION ITEMS: CONSENT

- a. Request for Approval of November 7, 2022 Public Works and Utilities Committee Minutes. (Jamie-Rae Diaz, Administrative Manager, jdiaz@santafenm.gov)

**Committee Review:**

Public Works and Utilities Committee: 12/12/2022

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the minutes as presented.



# MINUTES

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**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- b. Request for Approval of Amendment No. 1 to Professional Services Agreement Item #19-0751 with Santa Fe Engineering Consultants LLC to Increase the Compensation by \$500,000 for a Total Amount of \$1,000,000 Exclusive of NMGRT. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov, 505-955-6623)

**Committee Review:**

Finance Committee: 11/28/2022

Public Works & Utilities Committee: 12/12/2022

Governing Body: 12/14/2022

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the contract amendment as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- c. Request for Approval of Amendment No. 4 to Professional Services Agreement Item #22-0158 with Wilson & Co Inc. to Increase the Compensation by \$4,000,000 to the Total Amount of \$7,000,000 Exclusive of NMGRT. (Romella Glorioso-Moss, Capital Projects Manager: rsglorioso-moss@santafenm.gov, 505-955-6623)

**Committee Review:**

Finance Committee: 11/28/2022



# MINUTES

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PM  
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AVENUE

---

Public Works & Utilities Committee: 12/12/2022  
Governing Body: 12/14/2022

Councilor Carol Romero-Wirth moved, seconded by Councilor  
**MOTION:** Michael Garcia, to approve the contract amendment as  
presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor  
Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- d. Request for Approval of Amendment No. 1 to Memorandum of Agreement Item #20-0043 Between the New Mexico Energy, Minerals and Natural Resources Department and the City of Santa Fe Fire Department in the Total Amount of \$30,000 of Reimbursable Expenditures. (Brian Moya, Fire Chief: [bjmoya@santafenm.gov](mailto:bjmoya@santafenm.gov), 505-955-3111 and Sten Jonson, Assistant Fire Chief: [sajohnson@santafenm.gov](mailto:sajohnson@santafenm.gov), 505-955-3121)

**Committee Review:**

Finance Committee: 11/28/2022  
Public Works and Utilities Committee: 12/12/2022  
Governing Body: 12/14//2022

Councilor Carol Romero-Wirth moved, seconded by Councilor  
**MOTION:** Michael Garcia, to approve the memorandum of agreement  
(MOA) as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor  
Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None



City of Santa Fe

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AVENUE

- e. Request for Approval of an Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners for the Utilization of the Cooperative Purchasing Program Administered by OMNIA Partners for the City of Santa Fe. (JoAnn Lovato, Contracts Supervisor: jdlovato@santafenm.gov, 505-469-6045)

**Committee Review:**

Finance Committee: 11/28/2022

Public Works and Utilities Committee: 12/12/2022

Governing Body: 12/14/2022

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the contract as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- f. Request for Approval of an On-Call Services Contract with San Bar Construction Corp. for City Wide Roadway Marking and Pavement Striping Not to Exceed \$271,093.75 Inclusive of NMGRT Annually Through June 30, 2026. (Jose Lerma, Traffic Operations Manager: jnlerma@santafenm.gov, 505-955-2341)

**Committee Review:**

Finance Committee: 11/28/2022

Public Works & Utilities Committee: 12/12/2022

Governing Body: 12/14/2022

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the contract as presented.

**VOTE:** The motion was approved on the following Roll Call vote:



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AVENUE

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- g. Request for Approval of an American Rescue Plan Act (ARPA) Recovery Funds Sub-Recipient Contract in the Total Amount of \$797,600 for Jobs Training and Work-Based Learning Under the 2.10 Assistance to Unemployed or Underemployed Workers Statutory Category; to Respond to the COVID-19 Public Health Emergency or its Negative Economic Impacts (Rich Brown, Community & Economic Development Director: rdbrown@santafenm.gov, 505-955-6626).

**Committee Review:**

Finance Committee: 11/28/2022

Quality of Life Committee: 12/7/2022

Public Works Committee: 12/12/2022

Economic Development Advisory Committee: 12/14/2022

Governing Body: 01/11/2023

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the contract as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- h. Request for Approval of Purchase for a Ferrera Rescue Pumper for the City of Santa Fe Fire Department from 411 Equipment LLC in the Total Amount of \$687,800. (Brian Moya, Fire Chief: bjmoya@santafenm.gov, 505-955-3111)



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**Committee Review:**

Public Works and Utilities Committee 12/12/2022

Finance Committee 1/3/2023

Governing Body 1/11/23

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the contract as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- i. Request for Approval of Amendment No. 6 to Original On-Call Contract No. 19-0234 with Carollo Engineers for an Increase of \$440,260 Excluding NMGRT. (Fred Heerbrandt, Engineer Supervisor: pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) From The WWMD Cash Balance in the Amount of \$505,738.84

**Committee Review:**

Public Works and Utilities Committee: 12/12/2022

Finance Committee: 01/03/2023

Governing Body: 01/11/2023

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the contract amendment as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor



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Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- j. Request for Approval of Purchase of a Digester Sludge Transfer Progressive Cavity Pump #2 with VFD Controller and Installation Services with Miscowater Intermountain/TW Associates in The Total Amount of \$74,595 Term Ending June 30, 2023.(Fred Heerbrandt, Engineer Supervisor: pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Adjustment Resolution (BAR) In The Amount of \$74,595

**Committee Review:**

Public Works and Utilities Committee: 12/12/2022

Finance Committee: 01/03/2023

Governing Body: 01/11/2023

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the purchase as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None



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- 
- k. Request for Approval of Purchase of Seven Pinch Valves and Five Rotork Valve Actuators Including Installation Services with Miscowater Intermountain/TW Associates In the Total Amount of \$142,512 Excluding NMGRT Term Ending June 30, 2023. (Fred Heerbrandt, Engineer Supervisor: pfheerbrandt@santafenm.gov)

- 1. Request for Approval of a Budget Adjustment Resolution (BAR) In The Amount of \$142,512

**Committee Review:**

Public Works and Utilities Committee: 12/12/2022

Finance Committee: 01/03/2023

Governing Body: 01/11/2023

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the purchase as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- l. Request for Approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County, and the Town of Edgewood, Regarding the Regional Emergency Communication Center’s Migration to the Statewide Digital Trunked Radio System Cores, Including the City’s Commitment to Pay the Initial Costs Associated with the Move Proposal, in the Estimated Amount of \$194,102. (Manuel Gonzales, IT Director: mmgonzales@santafenm.gov; 505-955-5576)

**Committee Review:**

Public Works and Utilities Committee: 12/12/2022

Governing Body: 12/14/2022



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Councilor Carol Romero-Wirth moved, seconded by Councilor  
**MOTION:** Lee Garcia, to approve the memorandum of agreement  
(MOA) as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor  
Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

Item pulled by Chairman Rivera for discussion.



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AVENUE

- 
- m. Approval of the Agreement Between the City of Santa Fe and 400 Market Street, LLC to Extinguish Exchange Areas and Remove the City's Right of Exchange of a City Piece of Property for a Piece of Property on 400 Market Street in the Railyard. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov)

**Committee Review:**

Public Works and Utilities Committee: 12/12/2022

Governing Body: 12/14/2022

Item pulled by Councilor Mike Garcia for discussion.

**MOTION:** Councilor Michael Garcia moved, seconded by Councilor Carol Romero-Wirth, to approve the lease as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- n. CONSIDERATION OF BILL NO. 2022-\_\_\_. (Councilor M. Garcia, Councilor Cassutt)

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



City of Santa Fe

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CITY HALL, 200 LINCOLN  
AVENUE

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: 10/13/2022
- Quality of Life Committee: 10/19/2022
- Bicycle and Pedestrian Advisory Committee: 11/10/2022
- Quality of Life Committee: 12/7/2022
- Public Works and Utilities Committee: 12/12/2022
- Finance Committee: 01/03/2023
- Finance Committee: 01/17/2023
- Governing Body (Public Hearing): 01/25/2023

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the bill as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Chris Rivera, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** None

- o. CONSIDERATION OF RESOLUTION NO. 2023-\_\_. (Mayor Webber, Councilor Chavez, Councilor Romero-Wirth, Councilor Cassutt)  
A Resolution Relating to Firearms; Recognizing That Certain City Properties are Used for School-Related Activities, Which Makes the Carrying of a Deadly Weapon on Such Properties a Fourth-Degree Felony Pursuant to NMSA 1978, Section 30-7-2.1; and Directing the City Manager to Work with Staff to Post Notice on Such Facilities. (Kyra Ochoa, Community Health and Safety Department Director: krochoa@santafenm.gov)



City of Santa Fe

# MINUTES

REGULAR MEETING OF  
THE PUBLIC WORKS AND  
UTILITIES COMMITTEE  
DECEMBER 12, 2022 AT 5:00  
PM  
COUNCIL CHAMBERS  
CITY HALL, 200 LINCOLN  
AVENUE

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**Committee Review:**

Introduced: 11/30/2022

Quality of Life Committee: 12/7/2022 (Postponed)

Quality of Life Committee: 01/04/2023

Public Works and Utilities Committee: 01/09/2023

Finance Committee: 01/17/2023

Governing Body: 01/25/2023

Item removed from agenda, this item was postponed at the 12/07/2022 Quality of Life Meeting.

- p. Request for Approval of General Services Contract with the Kiwanis Club of Santa Fe to Plan, Coordinate and Execute Celebrations for New Year's Eve and Dia de los Muertos for Four Years in the Total Amount of \$300,000 Including NMGRT. (Randy Randall, Executive Director of TOURISM Santa Fe: rrandall@santafenm.gov, 505-955-6209)

**Committee Review**

Public Works and Utilities Committee: 12/12/2022

Finance Committee: 01/03/2023

Governing Body: 01/11/2023

**MOTION:** Councilor Carol Romero-Wirth moved, seconded by Councilor Michael Garcia, to approve the contract as presented.

**VOTE:** The motion was approved on the following Roll Call vote:

**For:** Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Lee Garcia

**Against:** Councilor Chris Rivera

Item pulled by Councilor Michael Garcia.

**7. ACTION ITEMS: DISCUSSION**



# MINUTES

REGULAR MEETING OF  
THE PUBLIC WORKS AND  
UTILITIES COMMITTEE  
DECEMBER 12, 2022 AT 5:00  
PM  
COUNCIL CHAMBERS  
CITY HALL, 200 LINCOLN  
AVENUE

- 
8. **EXECUTIVE SESSION**
  9. **MATTERS FROM STAFF**
  10. **MATTERS FROM THE COMMITTEE**
  11. **MATTERS FROM THE CHAIR**

Shannon has one (1) meeting left in January prior to retirement.

12. **NEXT MEETING: January 09 2023**
13. **ADJOURN**

Meeting adjourn at 6:03pm

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Liaison

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Chair

## VOTE SUMMARY



Meeting Name - Quality of Life Committee

Meeting Start Date - 10/19/2022

Meeting Committee - Quality of Life Committee

Item Title - 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 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. (Romella Glorioso-Moss; Project Administrator: rsglorioso-moss@santafenm.gov, 505-955-6623; Kevin Nault, Assistant City Attorney: klnault@santafenm.gov)

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Quality of Life Committee: 12/7/2022

Public Works and Utilities Committee: 12/12/2022

Finance Committee: 01/09/2023

Governing Body (Public Hearing): 01/11/2023

Item Type - bill

Item Owner - Romella Glorioso-Moss

Item Sponsor - Michael Garcia

Item Tracking Number - 22-15057-02

## VOTE SUMMARY



Motion Type - Approve

Motion Mover - Renee Villarreal

Motion Seconder - Amanda Chavez

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 Abstain Names -

Vote Absent Names -

User Name - Elizabeth Martin



User Email - max4martin@yahoo.com

# City of Santa Fe, New Mexico

# memo

**Date:** December 7, 2022

**To:** Governing Body  
Finance Committee  
Public Utilities Committee

**Via:** John Blair, City Manager  
Emily Oster, Finance Director  
Joann Lovato, Procurement Officer  
Shannon Jones, Public Utilities Director   
Michael Dozier, Wastewater Division Director 

**From:** Benjamin Sandoval, Wastewater Collections Manager 

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## **ITEM AND ISSUE:**

Request for approval to purchase a Vactor Ace Easement Machine for the Wastewater Collections Division in the total amount of \$ 111,506.25 through Cooperative Procurement with Sourcewell. The vendor chosen for the sale of this equipment is Pete's Equipment Inc 1412 Broadway NE Albuquerque NM 87102. Request approval of a BAR/Increase from the WWMD Cash Balance in the amount of \$111,506.25

## **BACKGROUND AND SUMMARY:**

The Wastewater Collections Division needs an Easement machine to access sewer manholes/lines around the city to do routine Maintenance where our large Vactors trucks cannot get access into. The Los Lovato's, Rio Chamiso, Casa Alegre, and Camino Capitan are just a few areas where there is limited space and, in some places, rough terrain in arroyos where this easement machine will help keep the city sewer lines clean and clear from debris that may prevent backup issues and future property damage costs. This easement machine can also be used at the Quail Run Subdivision where there are city sewer lines that run along their golf turf. In the past Quail Run Subdivision would not let us drive on their golf turf due to damage from the size and weight of our Vactor trucks, this easement machine would help eliminate this problem in the future.

## **PROCUREMENT METHOD:**

The Wastewater Collections Division is utilizing the Federal Signal Sourcewell Contract for best pricing with Pete's Equipment Repair Inc 1412 Broadway NE Albuquerque NM 87102., Vendor # 1488.  
Sourcewell Contract # 101221-VTR  
Sourcewell Membership number #97348

**FUNDING SOURCE:**

Funding for this Equipment will be available upon approval of BAR/Increase from the WWMD Cash Balance to the Operating Fund for \$111,506.25

**Fund Name/Number:** WWMD Enterprise Fund/ 500

**Munis Org Name/Number:** WW Collections/5000362 <sup>AH</sup>

**Munis Object Name/Number:** WW Vehicles < 1.5 Tons 570950

**ACTION REQUESTED:**

The Wastewater Division respectfully requests your review and approval for this purchase and the BAR in the total amount of \$111,506.25.

**ATTACHMENTS:**

- Quote: Pete's Equipment Repair Inc
- Vactor Ace Easement Machine Information worksheet
- Sourcewell Contract Documents from Pete's Equipment Repair Inc.

Log # {Finance use only}:	
Journal # {Finance use only}:	

## City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
Public Utilities Department/Wastewater Management Division					12/8/2022	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				(enter as <u>positive</u> #)	(enter as <u>negative</u> #)	
Vehicles < 1.5	5000362	570950		111,507		
<u>REVENUES</u>				(enter as <u>negative</u> #)	(enter as <u>positive</u> #)	

**JUSTIFICATION:** (use additional page if needed)  
 --Attach supporting documentation/memo  
 Increase from WWMD Enterprise Fund Cash balanceto to purchase this Vactor Ace Easement machine for the collections section.

\$ 111,507	\$ -
------------	------

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(111,507)
<b>TOTAL:</b>	<b>(111,507)</b>

Maya Martinez  
 Prepared By (print name)

12/8/2022  
 Date

(Use this form for Finance Committee/  
 City Council agenda items ONLY)

**Signature:** *Andy Hopkins*  
**Email:** ajhopkins@ci.santa-fe.nm.us

Division Director Signature (optional)

City Council  
 Approval Date

Finance Director { ≤ \$5,000} \_\_\_\_\_ Date

**Signature:** *Shannon Jones*  
 Shannon Jones (Dec 8, 2022 16:52 MST)  
**Email:** swjones@santafenm.gov

Agenda Item #

City Manager { ≤ \$80,000} \_\_\_\_\_ Date

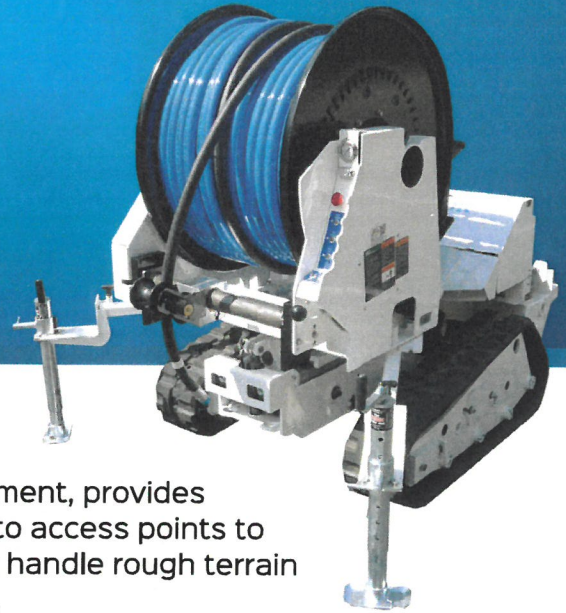


**City of Santa Fe, Vactor Easement Machine, Date: 12/06/2022**

1		9" Wide High Flotation Rubber Track Propel System w/Independent Drive	\$78,743.75	
1	STD	20.8 HP Honda Gas Engine	\$0.00	
1	STD	2 Speed Operation, 1.4 MPH Low; 2.8 MPH High	\$0.00	
1	STD	Pendant Adjustable Tracks 34.5" - 46.5"	\$0.00	
1	STD	Gated Manual Level Win	\$0.00	
1	STD	Electric Speed Controls	\$0.00	
1	STD	Black Frame	\$0.00	
1	STD	Hydraulic Release Park Lock	\$0.00	
1	STD	Low Profile Design with fixed Reel	\$0.00	
1	STD	High Performance Hydraulic Oil Cooler	\$0.00	
1	STD	Direct Drive Hose Reel manual pivot left and right	\$0.00	
1	STD	500' of 1" Hose	\$0.00	
1	STD	4 Gal Hydraulic Reservoir with Premium Filtration	\$0.00	
1	STD	4 Gal Fuel Tank	\$0.00	
1	STD	Electric Pendant Control for Propel Functions	\$0.00	
1	STD	Engine Hour Meter	\$0.00	
1	STD	Hydraulic Guages	\$0.00	
1	STD	Hydraulic Reel Manual Base Rotation Left and Right	\$0.00	
1	STD	LED Lighting on each side of machine	\$0.00	
1	STD	Powder Coating	\$0.00	
1	STD	Reel Based out Riggers with Manual Adjustments	\$0.00	
1		Easement Machine Tandem Axle Trailer	\$12,468.75	
1		Remote Option for Propel and Track Extension/Retraction	\$3,931.25	
1		Manual Footage Counter on Reel	\$993.75	
1		Auto Level Wind Assembly	\$7,868.75	
		RAMJET Trailer Total	\$104,006.25	\$104,006.25
1	Freight	Freight	\$5,000.00	\$5,000.00
1	PDI D&T	PDI Delivery and Training	\$2,500.00	\$2,500.00
		<b>City of Santa Fe 2023 Vactor Easement Machine Total Sourcewell Price</b>		<b>\$111,506.25</b>

**Quote Good for 30 days from today's date, December 6, 2022**

# VACTOR<sup>®</sup> ACE

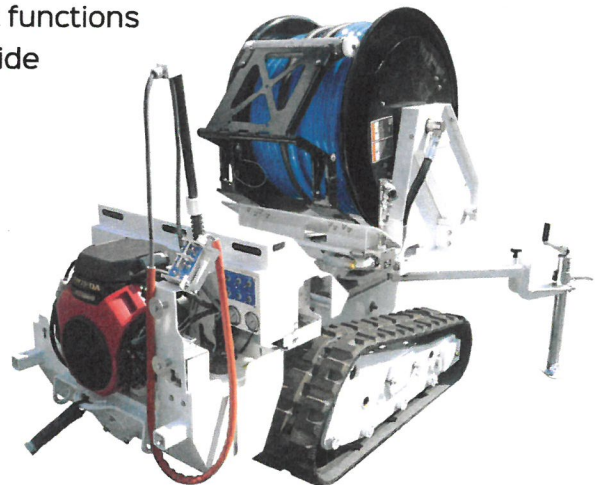


## Vactor ACE Easement Machine

The ACE works with truck or trailer mounted jetting equipment, provides additional rodder hose capacity to help you to get closer to access points to clean out pipes, drains, sewers and culverts. The ACE can handle rough terrain and get to places you cannot take your whole jetting unit.

### Features:

<b>Length:</b>	84"
<b>Width:</b>	34"
<b>Height:</b>	64"
<b>Weight:</b>	2500 lbs w/ hose
<b>Powertrain:</b>	22 HP v-twin engine
<b>Drive System:</b>	Dual hydraulic drive with low/high speed
<b>Drive Method:</b>	Dual 9" tracks with heavy duty drive and idler pulleys
<b>Track System:</b>	Adjustable track widths from 35" to 46"
<b>Hose Reel:</b>	Hydraulic pay-in / pay-out Hydraulic rotating reel, 180° rotation from side to side Hydraulic tilt reel 15° fore and after
<b>Hose Reel Capacity:</b>	500' of 1" rodder hose
<b>Controls:</b>	Electric over hydraulic controls Handheld electric pendant for transport functions Hose reel functions mount to the frame
<b>Warranty:</b>	1 year limited warranty
<b>Options:</b>	Wireless remote for transport functions Hydraulic tilt reel 14° side to side Tool circuits Safety lights Work lights Headlights Auto-wind guide





**SOURCEWELL  
STATE OF MINNESOTA**

Member Zylka moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**Resolution No. 2021-16**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thomas

and the following voted in favor: (list names here)  
Wilson, Zylka, Veronen, Thomas, Thiel, Kircher

and the following voted against: (list names here or "NONE")  
None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
SARAT NAGP  
CF62F09F8AFC4BB...  
Clerk to the Board of Directors



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Pete's Equipment Inc

Procurement Title: Heavy Equipment

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 PUD/Wastewater Staff Name Benjamin 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

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

Benjamin Sandoval Wastewater Collections Manager 12/8/2022

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

Purchasing Officer (attesting that all information is reviewed)	Title	Date
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Include all other substantive documents and records of communication that pertain to the procurement and contract.



**Solicitation Number: RFP #101221**

**CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Vactor Manufacturing,  
a division of Federal Signal

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/20/2021 | 11:51 AM CST

DocuSigned by:  
*David Panizzi*  
By: 67407721F3A64A7...  
David Panizzi  
Title: Business Development Manager  
Date: 12/20/2021 | 11:57 AM PST

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 12/20/2021 | 2:05 PM CST



THE CITY OF  
SANTA FE

MEMORANDUM

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**DATE:** December 12, 2022

**TO:** Governing Body  
Finance Committee  
Public Utilities Committee

**VIA:** EMILY OSTER, FINANCE DIRECTOR  
JOANN LOVATO, PURCHASING  
SHANNON JONES, PUBLIC UTILITIES DEPARTMENT DIRECTOR   
MIKE DOZIER, WWM DIVISION DIRECTOR 

**FROM:** P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD 

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**ITEM:**

Request approval of award of BID #23/20/B and the contract with MISCOWater/TW Associates to purchase and install two polymer dosing systems, inclusive of NMGRT, for a total of \$71,113.75. Request approval of a BAR / Increase in the amount of \$71,113.75 from the WWMD Cash Balance.

**BACKGROUND**

The Wastewater Management Division uses polymers to assist in the thickening and dewatering of sewage sludge produced at the Paseo Real Wastewater Reclamation Facility. These chemicals are drawn from bulk containers and prepared for use by utilizing skid mounted dosing systems. These systems dilute the polymer emulsion with water and use mixing or agitation to activate the chemical solution prior to injecting the proper dose of the diluted and activated chemical into the sludge. These two polymer feed skid mounted systems will be used with the Dissolved Air Flotation (DAF) units, which are used to thicken secondary sludge prior to addition to the anaerobic digesters. Two bids were received. One bid, from D & H Water Systems, was determined to be non-compliant with the specifications included in the bid documents. The second bid, from MISCOWater/TW Associates was determined to be compliant and recommended for award. This expense was not anticipated during the budget process, and was put out for bid during the current FY.

**PROCUREMENT METHOD:**

ITB #23/20/B

**MUNIS CONTRACT #:**

3203833

**FUNDING SOURCE:**

Fund WWMD Enterprise / 500

ORG WWMD Collections/ 5000362

OBJ Repair Maintenance Mach. Equip. / 520400

PL # WWM2050001

**RECOMMENDED ACTION**

PUD respectfully requests approval bid #23/20/B and contract with MISCOWater\TW Associates in the amount of \$71,113.75 and a BAR in the amount of \$71,113.75.

Log # <i>{Finance use only}</i> :	
Journal # <i>{Finance use only}</i> :	

## City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Public Utilities Department / Wastewater Management Division				12/12/2022	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
WWMD Collections/ Repair Maint Machine Equip.	5000362	520400	WWM2050001	71,114	
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>

**JUSTIFICATION:** *{use additional page if needed}*  
 --Attach supporting documentation/memo

\$ 71,114	\$ -
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To fund a contract with MISCOWater/TW Associates for two polymer dosing systems, including installation. Increase from WWMD cash balance.

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
500	(71,114)
<b>TOTAL:</b>	<b>(71,114)</b>

P. Fred Heerbrandt, P.E.	12/12/2022	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	<i>Andy Hopkins</i>	12/15/22	
Prepared By <i>{print name}</i>	Date	<b>CITY COUNCIL APPROVAL</b>	Budget Officer	Date	
 <small>Michael Dozier (Dec 14, 2022 15:05 MST)</small>	12/14/22		City Council		
Division Director Signature <i>{optional}</i>	Date		Approval Date	Finance Director <i>{≤ \$5,000}</i>	Date
 <small>Shannon Jones (Dec 14, 2022 15:07 MST)</small>	12/14/22		Agenda Item #:	City Manager <i>{≤ \$60,000}</i>	Date
Department Director Signature	Date				

Item# \_\_\_\_\_  
Munis Contract# 3203833

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

**DAF System Polymer Feed Equipment**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **TW Associates, LLC./dba MISCOwater**, 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 **TW Associates, LLC./dba MISCOwater** . "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

**2. Scope of Work**

The Contractor shall perform the following work:

A. Contractor shall supply and install (2) two Polymer Chemical feed systems for the Dissolved Air Floatation (DAF) thickening system at the Paseo Real Wastewater Reclamation Facility (PRWRF). The scope of supply includes all labor and materials required to install and start-up the two new polymer feed units. The Polymer Dosing System shall be a UGSI Polyblend M-series.

- 1) Each skid mounted polymer feed system shall include all labor and materials necessary for the supply and installation of the two units, including:**
  - a. Submittals and Owner and Maintenance (O&M) Manuals
  - b. Freight to site
  - c. The Warranty will at least be for a period of twelve (12) months from the date of final acceptance of the installation by the Engineer at the WWTP.
  - d. Site measurements to ensure proper installation
  - e. Placement and installation of two polymer blending skids at PRWWTP.

- f. Piping connections including any necessary fittings to connect to polymer, water, and discharge solution piping to existing water, polymer, and solution PVC piping. All new pipe and fittings shall be Sch 80 PVC to match the existing piping material
- g. The polymer skids shall be provided with a standard 120V electrical cord which will be connected to existing power outlets on the wall.

### **POLYMER DOSING SYSTEM FOR LIQUID POLYMER**

- A. System shall be designed for the preparation, aging, and dosing of up to 240 GPH of polymer solution having an active polymer concentration between 0.05 and 0.25 %. The actual size of the polymer system depends on the specified type of sludge, maximum capacity, and polymer consumption.
- B. The polymer station shall be self-contained with pumps, piping, fittings, and accessories, and shall be factory assembled and tested to eliminate field assembly work and therefore to minimize installation and start up time. The frame shall be 304 stainless steel and the piping SCH. 80 PVC.
- C. Multi-Zone Mixing Chamber.
  - 1) Polymer and water shall be mixed in a chamber designed to create sufficient mixing energy.
    - a. High shear zone of the mixing chamber shall have a mechanical mixing impeller for successful initial activation and the low shear zone shall not have a mixing impeller to avoid damaging polymer molecules.
    - b. Solution shall undergo a tapered mixing intensity slope as it exits the initial high shear zone and passes through a second low shear zone, isolated by a baffle.
    - c. The design shall have primary mixing and post-dilution to maximize the value of breaker surfactant present in emulsion polymer, as per the AWWA Standard for Polyacrylamide (ANSI/A WWA B453-06).
    - d. Polymer activation efficiency shall be consistent over the dilution water range.
  - 2) Mixing chamber shall be transparent to allow viewing of mixing intensity. Opaque mixing chambers shall not be accepted.
  - 3) Impeller shall be driven by a ½ HP washdown duty motor.
    - a. Motor shall be 115/230V, 1 Ph, 60 Hz
    - b. Motor shall be TEFC.
    - c. Impeller speed shall be 3450 rpm, minimum.
    - d. Motor shall be direct-coupled to impeller shaft.

- 4) Mixing chamber shall include a stainless steel injection check valve.
- 5) In order to quantify the mixing intensity in the mix chamber, the applied horsepower shall be defined by measuring the difference in torque when the mix chamber is empty versus being full of water. This value shall be the basis of determining the mixing intensity defined as "G" value.
- 6) The G-value in the high shear mixing zone shall exceed  $14,000 \text{ sec}^{-1}$  to effectively disperse polymer gels to prevent fisheye formation.
- 7) The G-value in the low shear mixing zone shall be lowered to  $3,500 \text{ sec}^{-1}$  to avoid damaging polymer chains.

#### D. Dilution Water Control

- 1) Contractor shall provide a potable water connection for the dilution of the polymer in the polymer tank. The water piping to the polymer blend system shall include a minimum  $\frac{3}{4}$ " inlet (NPT female).
- 2) Dilution water shall be split into two streams.
  - a. Primary water shall supply the mixing chamber.
  - b. Secondary water flow shall be used to post-dilute the activated polymer stream.
  - c. These two streams shall be completely blended by a static mixer prior to exiting the unit.
- 3) Unit shall have an electric solenoid valve for on/off control of total dilution water flow.
- 4) Flow indicators and flow control valves shall be provided for each dilution water stream.
- 5) Dilution water and solution output connections shall include 304 stainless steel unions connected to the chassis.

#### E. Neat Polymer Metering Pump

- 1) Pump shall be Seepex 2.0 GPH, progressive cavity pump.
- 2) Rotor shall be 316 stainless steel.
- 3) Stator shall be Viton.
- 4) Pump shall have mechanical seal.
- 5) Pump shall be driven by  $\frac{1}{2}$  HP, AC motor.

#### F. Control Panel: Skid mounted NEMA 4X FRP enclosure, 120 VAC, 60 Hz, 1 PH service.

- 1) Operator interface – discrete selector switch (system ON/OFF/REMOTE); constant speed mechanical mixer; pump stroke frequency display, pump flow rate display.

- 2) Status / Alarm indicators: system running indication; LCD display of metering pump rate (on metering pump); low pressure switch alarm
  - 3) Inputs: remote start / stop (discrete dry contact); pacing signal from main control panel (4-20mA)
  - 4) Outputs: system running (discrete dry contact); remote mode (discrete dry contact); low flow alarm (discrete dry contact)
- J. The pressure side of the polymer system shall be connected through a minimum 3/4” diameter PVC pipeline with a static mixer.
- K. The Polymer Dosing System shall be a UGSI Polyblend M-series.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

2 - UGSI Polyblend M-series, Polymer Dosing System	\$55,950.00
Installation of Two Polymer Dosing Systems	\$14,000.00
NMGRT	\$ 1,163.75
Total	\$71,113.75

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, 2023. 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. 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 or 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:

P. Fred Heerbrandt, P.E.  
73 Paseo Real  
Santa Fe, NM 87507  
505-955-4623  
[pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)

To the Contractor:

Nick Lucas  
TW Associates  
dba MISCO Water  
651 Corporate Circle #100  
Golden, CO 80401  
720-526-7397  
303-309-6150  
[nlucas@miscowater.com](mailto:nlucas@miscowater.com)

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.

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:

CONTRACTOR:

TW Associates, LLC./dba MISCOwater

\_\_\_\_\_  
JOHN BLAIR, CITY MANAGER

NAME  RICHARD C. NAVIST

DATE: \_\_\_\_\_

TITLE SR. PROJECT MANAGER

DATE: 12/7/2022  
CRS# 0248520003

Registration # 233223

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Dec 7, 2022 09:33 MST)

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
EMILY OSTER, CPA, CGMA, CPO  
FINANCE DIRECTOR  
5000362.520400 EH  
Org.Name/Org.# AH



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # \_\_\_\_\_

Contractor: MISCOwater/TW Associates

Description: Two - Skid mounted polymer feed systems

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: City Approval Term End Date: 6/30/2022

Approved by Council Date: \_\_\_\_\_

### Contract / Lease:

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

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

3. Procurement History: \_\_\_\_\_

JoAnn Lovato  
JoAnn Lovato (Dec 23, 2022 11:03 MST)

Dec 23, 2022

Purchasing Officer Review: \_\_\_\_\_

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

Comment & Exceptions: Procured via ITB. Procurement on file

4. Funding Source: \_\_\_\_\_ Org / Object: 5000362.520400

Andy Hopkins  
Andy Hopkins (Dec 22, 2022 17:11 MST)

Dec 22, 2022

Budget Officer Approval: \_\_\_\_\_

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

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: P. Fred Heerbrandt, P.E. Phone # 505-955-4623

Email: pfheerbrandt@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: MISCOwater/TW Associates

Procurement Title: Polymer Feed System

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/WWMD Staff Name P. Fred Heerbrandt, P.E.

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

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

P. Fred Heerbrandt, P.E. Engineer Supervisor December 12, 2022

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

JoAnn Lovato Contracts Supervisor Dec 23, 2022  
JoAnn Lovato (Dec 23, 2022 11:03 MST)

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



December 1, 2022

JoAnn D. Lovato, CPO  
Interim Chief Procurement Officer  
City of Santa Fe  
[jlovato@santafenm.gov](mailto:jlovato@santafenm.gov)

Subject: City of Santa Fe Paseo Real WWTP  
DAF System Polymer Feed Equipment  
ITB # 23/20/B

Dear Ms. Lovato:

MISCO Water is pleased to offer the City of Santa Fe a complete furnish and installation quotation for new polymer feed equipment for the DAF thickening system at the Paseo Real WWTP. The scope of supply includes all labor and materials required to install and start-up the two new polymer feed units. The scope of supply is outlined in further detail in the table below.

Item	Description
1	UGSI Polyblend® MM240-P2AA Polymer Blending System (Qty 2) - See enclosed scope description and cut sheet
2	Submittals and O&M Manual
3	Freight to site
4	All labor and materials needed for Installation of Supplied UGSI Polyblend® MM240-P2AA Polymer Blending System including: <ul style="list-style-type: none"><li>- Site measurements to ensure proper installation</li><li>- Placement and installation of two polymer blending skids</li><li>- Piping connections including any necessary fittings to connect to polymer, water and discharge solution piping to existing water, polymer and solution PVC piping on the wall. All new pipe and fittings will be SCH80 PVC to match the existing piping material.</li><li>- The Polymer Skids will be provided with a standard 120V electrical cord which will be connected to existing power outlets on the wall.</li><li>- On-site start-up by MISCO Water</li></ul>





- Seismic calculations or Seismic Upgrades
- Third party inspection or testing
- Hazardous material handling or disposal
- Bonds
- New Mexico Gross Receipts tax on equipment

The quoted scope of work is based on standard wage rates and insurance policies. MISCO Water reserves the right to reprice our scope of work, should additional wage, insurance requirements or bonds be deemed necessary by the City.

We appreciate the opportunity to offer the UGSI Polyblend® polymer blending offering for this application, as well as MISCO Water's furnish and installation capability. We believe that our offering provides a unique benefit to the City of Santa Fe, allowing for a superior polymer blending solution at a competitive total installed cost with superior equipment delivery and start-up lead times. We trust that you will find this offering complete, but please let me know if you have any additional questions regarding the proposed scope and pricing.

Thank you for your consideration and we look forward to discussing this offering with City staff in more detail in the future.

Nick Lucas  
MISCO Water  
TW Associates  
720-526-7397  
[nlucas@miscowater.com](mailto:nlucas@miscowater.com)

CC: Stefan Oreshkov      MISCO Water/TW Associates



**SCOPE OF WORK BY UGSI CHEMICAL FEED, INC. ('SELLER')**

The following equipment and services are included in Seller's scope of work. All equipment will be manufactured in accordance with Seller's standard equipment specifications and installed in a non-hazardous area.

No.	Item Description	Qty.
1.	<b>Polyblend® MM240-P2AA Polymer Activation System, including:</b> <ul style="list-style-type: none"> <li>• Patented UGSI Mixing Chamber with Brass Impeller</li> <li>• Constant Speed: 1/2 HP, 3450 RPM, 115/230 V, 1 PH, 60 Hz (Wash-Down)</li> <li>• 36.40" x 26.00" x 47.35" Stainless Steel Frame</li> </ul>	2.0
2.	<b>Dilution Water Inlet, including:</b> <ul style="list-style-type: none"> <li>• 3/4" PVC Piping for 240 GPH of Flow</li> <li>• Diaphragm Check Valve: 1/2" PVC</li> <li>• Globe Valve: 1/2" PVC</li> <li>• Solenoid Valve: 3/4" Parker Valve</li> <li>• Flowmeters: 2 GPM BLUE &amp; WHITE</li> <li>• Secondary Dilution</li> </ul>	2.0
3.	<b>Polymer Pump, including:</b> <ul style="list-style-type: none"> <li>• Seepex 2.0 GPH, Progressive Cavity Pump w/ Mechanical Seal, 316SS Rotor, &amp; Viton Stator</li> <li>• 1/2" PVC Piping for 2.0 GPH Progressive Cavity Polymer Pump</li> </ul>	2.0
4.	<b>Calibration Column, including:</b> <ul style="list-style-type: none"> <li>• Calibration Cylinder Kit:</li> </ul>	2.0
5.	<b>Solution Outlet, including:</b> <ul style="list-style-type: none"> <li>• 3/4" Static Mixer</li> </ul>	2.0
6.	<b>Power Assembly, including:</b> <ul style="list-style-type: none"> <li>• 120/60/1 Power Supply</li> </ul>	2.0
7.	<b>Electrical Control Panel, including:</b>  <b>Skid-Mounted Electrical Control Panel, including: [A CONTROLS]</b> <ul style="list-style-type: none"> <li>• On-Off-Remote" switch</li> <li>• "Run" indicator light</li> <li>• "Pump Stroke Frequency" display</li> <li>• "Pump Flow Rate" display</li> <li>• Remote Start contact</li> <li>• "Run" output contact</li> <li>• "Loss of Water Flow" output contact</li> </ul>	2.0

# PolyBlend® Polymer Feed System

## M Series

The PolyBlend® M Series liquid polymer feed system is the best product available to handle your liquid/solid separation needs. The M Series combines proven motorized mixing technology with precise controls to provide superior polymer preparation. In addition, the M Series can be configured with a variety of pump offerings, variable speed mixing and automatic dosage control with constant solution strength to meet a wide range of polymer feed application requirements. The M Series units are also available for classified area environments including Class 1, Division 1 and Class 1, Division 2 areas.

The M Series is engineered for quick easy service and is built to last. The open frame design permits quick and easy maintenance and the M Series is engineered to handle the harshest environments.

The M Series is designed to handle new polymer developments, ultra-high molecular weights, different charge densities, and even totally new chemistries. A constant speed motor is standard on the M Series and optional variable speed drives are available to accommodate application or technology. Optional advanced controls provide precise and consistent solution strength. Whether you adjust the M Series output remotely via 4-20 mA signal or right at the unit, water flow and polymer feed increase or decrease together. Primary and secondary dilution water are also kept at the same ratio as the output is adjusted.

A variety of models are available covering output ranges from 0.1 to 200 USGPM (0.4 to 757.9 LPM). Choose between diaphragm, gear, or progressive cavity polymer pumps for your application.

### Key Benefits

- Improved polymer efficiency providing maximum polymer activation
- Open-frame design for easy access
- Reliable and consistent direct drive mixing
- Optional advanced controls to meet your application needs

### Specifications

Power	115-230 VAC / 60 Hz / 1 Phase 230-460 VAC / 60 Hz / 3 Phase
Dimensions (W x H x D)	914.4 x 1041.4 x 508 m 36" x 41" x 20"
Polymer pump	Diaphragm, Gear, or Progressive Cavity
Material	304 SS Frame / PVC
Controls	PolyBlend® A, B, or C



## Technical Data

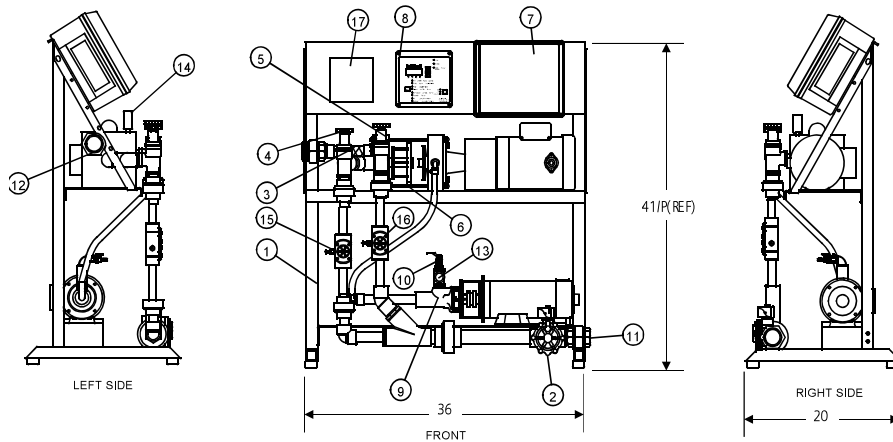
### M Series Model Numbering Guide

The model numbers for the M-Series can be generated as follows:

EXAMPLE: M 2400 - P - 10 AB - V

Water Flow Rate in GPH (LPH)			Options
240 / (912)			V - Variable speed mixer
600 / (2280)			
1200 / (4540)			<b>Controls</b>
2400 / (9120)			A - On-Off Remote
6000 / (380 LPM)			B - Microcontroller
12,000 / (760 LPM)			C - Flow Proportional
Pump Type and Output in LPH (GPH)			Voltage
Diaphragm	Gear	Progressive Cavity	A - 115 VAC / 60 Hz / 1 ph
D.4/(1.5)	G18/(68)	P5/(19)	B - 460 VAC / 60 HZ / 3 ph
D1/(3.8)	G36/(137)	P10/(38)	C - 230 VAV / 60 Hz / 1 ph
D2.5/ 9.5)	G60/(228)	P30/(114)	
D4/(15.2)	G200/(760)	P50/(190)	
D10/(38)	G660/(2508)		
* Model number is "601"			

## General Layout



### Key Description

Key	Description
1	Base Assembly
2	Solenoid Valve
3	Static Mixer
4	Primary Dilution Control Valve
5	Secondary Dilution Control Valve
6	Mix Chamber
7	Motor Control Panel
8	Micro-Controller
9	Pump, Progressive Cavity
10	Pump, Priming Port
11	Water Inlet
12	Solution Discharge
13	Polymer Inlet
14	Pressure Gauge (Mix Chamber)
15	Primary Dilution Water Sensor
16	Secondary Dilution Water Sensor
17	Operators Instructions

**UGSI Chemical Feed, Inc.**  
 1901 West Garden Road  
 Vineland, NJ 08360  
 Toll Free: 855-669-3845  
 Local: 856-896-2160  
 Fax: 856-457-5920  
 Email: [info@ugsichemicalfeed.com](mailto:info@ugsichemicalfeed.com)  
 Website: [www.ugsichemicalfeed.com](http://www.ugsichemicalfeed.com)

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 Subject to change without prior notice.  
 Literature No. CF.480.310.MAO.PS.0714

Polyblend® is a trademark of UGSI Chemical Feed, Inc.

The information provided in this literature contains merely general descriptions or characteristics of performance which in actual case of use do not always apply as described or which may change as a result of further development of the products. An obligation to provide the respective characteristics shall only exist if expressly agreed in the terms of a written contract.

**MISCOWATER – TW ASSOCIATES  
TERMS & CONDITIONS OF SALE**

**1. ACCEPTANCE**

When the Buyer signifies acceptance of this quotation by submission of a Purchase Order or signed MISCOWATER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the Seller (MISCOWATER). Any changes or amendments to this proposal made by the Buyer must have MISCOWATER's approval in writing to become a part of this contract.

**2. DELIVERY**

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by MISCOWATER for failure to ship or deliver on such dates. Unless otherwise directed, MISCOWATER shall have the right to make early or partial shipments and invoices covering the same to Buyer shall be due and payable in accordance with payment terms hereof. FOB shall be origin.

**3. APPROVAL DRAWINGS**

Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the Buyer's order. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing.

**4. PAYMENT**

Payment terms, upon credit approval, are Net 30 Days from the date of each invoice issued for each partial or final shipment. Flowdown provisions are not accepted. Retention is not allowed. In the event any payment becomes past due, a charge of 1.5% will be assessed monthly.

**5. TAXES AND BONDS**

Taxes and bonds are NOT included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice.

**6. CLAIMS AND BACKCHARGES**

Buyer agrees to examine all materials immediately upon delivery and report to Seller (MISCOWATER) in writing any defects or shortages noted no later than 10 days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will MISCOWATER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from MISCOWATER prior to the performance of any such work.

**7. SECURITY INTEREST & TITLE**

Until all amounts due MISCOWATER have been paid in full, Seller shall retain a security interest in the product and have all rights of a secured party under the California Uniform Commercial Code, including the right to repossess the product or equipment without legal process.

**8. WARRANTY**

MISCOWATER warrants that the product furnished will be free from defects in material and workmanship when installed, operated and maintained under design conditions and in accordance with the manufacturer's written instructions. Warranties will expire (18) months after shipment or twelve (12) months after start-up, whichever occurs first. Expandable items such as filter or scrubber media are excluded from this warranty.

THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT HEREIN. SELLER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR LIQUIDATED DAMAGES, AND IN NO EVENT SHALL BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT PURCHASED ON THIS ORDER.

The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty, and, except for gross negligence and willful misconduct, the foregoing is Buyer's exclusive remedy against Seller for all claims arising hereunder or relating hereto. Buyer's failure to submit a timely claim as provided shall specifically waive all claims for damages or other relief.

**9. CANCELLATION**

Should this order be cancelled, Buyer shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order.

**10. FIELD WORK**

Unless specifically stated on our quotation, installation, start-up service, supervision, operation and training are not included in our pricing of product.

**11. COMPLETE AGREEMENT**

These terms are intended by the parties as a final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course or prior dealings between the parties and no usages of the trade shall be relevant to supplement or explain any term used in this agreement. This agreement supersedes all prior representations and agreements with respect to the matters set forth herein and may be modified only by a written agreement to and signed by each of the parties.

MISCOWATER: \_\_\_\_\_

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**City of Santa Fe**

**Invitation to Bid**

**DAF System Polymer Feed Equipment**

**ITB # 23/20/B**

**NIGP Commodity Code: 82032 – Chemical Feed Systems**

**Bid Due Date and Time: Thursday, December 1, 2022**

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: TW Associates, LLC  
dba (if applicable): MISCOWater  
Co. Email: nlucas@miscowater.com  
Co. Phone No.: 949-458-5555  
NM Gross Receipts Tax # (CRS) 02485250003

Address: 27101 Burbank, Suite B  
Foothill Ranch, CA 92610  
Federal Tax ID # 94-2317088

Payment terms: Net 30 (e.g., Net 30. Discount will not be considered in computing the low bid, see “Terms and Conditions”)

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Contractor’s Delivery: FOB - Destination (May be considered in the award)

Authorized Signature:   
Signatory Email: smarshall@miscowater.com

Print or type name: Scott Marshall  
Phone No: (303) 309-6150

\* It is your responsibility as a bidder to ensure your bid is correct and accurate.

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):  
Amendment No.      Dated:      Amendment No.      Dated:     

Bids are subject to the “Terms and Conditions” shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

## Terms and Conditions

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
4. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
5. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
6. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. 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 of merchantability.**
7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.
8. **Packing, Shipping, and Invoicing:**
  - a. The City's purchasing document number and the Contractor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Requesting Departments' count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the Requesting Department and NOT to the City Chief Procurement Officer.
10. **Non-Collusion:** In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.
11. **Nondiscrimination:** Contractor doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
12. **Penalties:** 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.
13. **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.

14. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

15. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

16. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

17. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this 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 Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

18. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

### **Important Bidding Information**

**Submission of Bid:** Due Date – Thursday, December 1, 2022 at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

The Bid is to be delivered to:

***Submissions of all Invitation to Bids must be accomplished via email to: [purchasing\\_ITB@santafenm.gov](mailto:purchasing_ITB@santafenm.gov).***

#### ***BID OPENING***

Join Zoom Meeting

<https://santafenm-gov.zoom.us/j/87141576476?pwd=YnhNaXA0TmtkZVBFNkl3MlhiNUZqZz09>

Meeting ID: 871 4157 6476

Passcode: 998912

One tap mobile

+17193594580,,87141576476#,,,,\*998912# US

+12532158782,,87141576476#,,,,\*998912# US (Tacoma)

Dial by your location

+1 719 359 4580 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)  
+1 669 444 9171 US  
+1 669 900 6833 US (San Jose)  
+1 386 347 5053 US  
+1 507 473 4847 US  
+1 564 217 2000 US  
+1 646 931 3860 US  
+1 689 278 1000 US  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 309 205 3325 US  
+1 312 626 6799 US (Chicago)  
+1 360 209 5623 US  
Meeting ID: 871 4157 6476  
Passcode: 998912  
Find your local number: <https://santafenm-gov.zoom.us/j/87141576476>

All Bids received after the due date and time will be rejected.

**Chief Procurement Officer (CPO):** If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

Any inquiries or requests regarding clarification of this solicitation shall be submitted to the CPO or his/her designee in writing.

CPO Designee contact information is:

JoAnn D. Lovato, CPO  
Interim Chief Procurement Officer  
City of Santa Fe  
[jlovato@santafenm.gov](mailto:jlovato@santafenm.gov)

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

**No financial interest**       **Yes financial interest**

If yes specify by name: \_\_\_\_\_

**Rejection of Bids:** The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.,

**Brand Name or Equal:** Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

**Prohibit Bidding:** If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

**Responsible Bidder:** Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

**Samples:** Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

## **Awards**

**Determination of Lowest Bidder** – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

The CPO or his/her designee shall have the right to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City.

**Special Notice** – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

**F.O.B. Destination** – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

## **Statement of Work**

### **Orders:**

Under the terms and conditions of this Agreement the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the City for the goods provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the services or goods provided.

## Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the CPO or his/her designee must be notified.

## Specifications:

### DAF System Polymer Feed Equipment

The City of Santa Fe (The City) is soliciting bids for the supply and installation of quantity (2) two Polymer Chemical feed systems for the Dissolved Air Floatation (DAF) thickening system at the Paseo Real Waste Water Treatment Plant (PRWWTP). The scope of supply includes all labor and materials required to install and start-up the two new polymer feed units. The Polymer Dosing System shall be a UGSI Polyblend M-series, or *approved equal*. In order to be an *approved equal* the equipment must meet or exceed the stated Specifications listed in this price agreement. The City may request further clarification and documents to make this or approved equal determination. If not determined an approved equal, the City will send a letter to the bidder on the reasoning. (See K.1 below). Refer to NMSA 13-1-167 and NMSA 13-1-168 for further information on Brand Name Specifications.

This will be a single vendor award.

This agreement will expire 6/30/23.

**1. The unit cost for each skid mounted polymer feed system shall include all labor and materials necessary for the supply and installation of the two units, including:**

- Submittals and Owner and Maintenance (O&M) Manuals
- Freight to site/FOB Destination
- The Warranty will at least be for a period of twelve (12) months from the date of final acceptance of the installation by the Engineer at the WWTP. This warranty period shall continue and be in effect beyond the expiration date of the agreement for any covered warranty work needed.

Note: The City realizes that damage from makeup water particles can occur and will *not* be considered a warrantable item and will be the responsibility of the City.

- Site measurements to ensure proper installation
- Placement and installation of two polymer blending skids at PRWWTP.
- Piping connections including any necessary fittings to connect to polymer, water, and discharge solution piping to existing water, polymer, and solution PVC piping. All new pipe and fittings shall be Sch 80 PVC to match the existing piping material
- The polymer skids shall be provided with a standard 120V electrical cord which will be connected to existing power outlets on the wall.

### POLYMER DOSING SYSTEM FOR LIQUID POLYMER

- A. System shall be designed for the preparation, aging, and dosing of up to 240 GPH of polymer solution having an active polymer concentration between 0.05 and 0.25 %. The actual size of the polymer system depends on the specified type of sludge, maximum capacity, and polymer consumption.

B. The polymer station shall be self-contained with pumps, piping, fittings, and accessories, and shall be factory assembled and tested to eliminate field assembly work and therefore to minimize installation and start up time. The frame shall be 304 stainless steel and the piping SCH. 80 PVC.

C. Multi-Zone Mixing Chamber.

1. Polymer and water shall be mixed in a chamber designed to create sufficient mixing energy.
  - a. High shear zone of the mixing chamber shall have a mechanical mixing impeller for successful initial activation and the low shear zone shall not have a mixing impeller to avoid damaging polymer molecules.
  - b. Solution shall undergo a tapered mixing intensity slope as it exits the initial high shear zone and passes through a second low shear zone, isolated by a baffle.
  - c. The design shall have primary mixing and post-dilution to maximize the value of breaker surfactant present in emulsion polymer, as per the AWWA Standard for Polyacrylamide (ANSI/AWWA B453-06).
  - d. Polymer activation efficiency shall be consistent over the dilution water range.
2. Mixing chamber shall be transparent to allow viewing of mixing intensity. Opaque mixing chambers shall not be accepted.
3. Impeller shall be driven by a ½ HP washdown duty motor.
  - a. Motor shall be 115/230V, 1 Ph, 60 Hz
  - b. Motor shall be TEFC.
  - c. Impeller speed shall be 3450 rpm, minimum.
  - d. Motor shall be direct-coupled to impeller shaft.
4. Mixing chamber shall include a stainless steel injection check valve.
5. In order to quantify the mixing intensity in the mix chamber, the applied horsepower shall be defined by measuring the difference in torque when the mix chamber is empty versus being full of water. This value shall be the basis of determining the mixing intensity defined as "G" value.
6. The G-value in the high shear mixing zone shall exceed  $14,000 \text{ sec}^{-1}$  to effectively disperse polymer gels to prevent fisheye formation.
7. The G-value in the low shear mixing zone shall be lowered to  $3,500 \text{ sec}^{-1}$  to avoid damaging polymer chains.

D. Dilution Water Control

1. Contractor shall provide a potable water connection for the dilution of the polymer in the polymer tank. The water piping to the polymer blend system shall include a minimum ¾" inlet (NPT female).
2. Dilution water shall be split into two streams.
  - a. Primary water shall supply the mixing chamber.
  - b. Secondary water flow shall be used to post-dilute the activated polymer stream.
  - c. These two streams shall be completely blended by a static mixer prior to exiting the unit.
3. Unit shall have an electric solenoid valve for on/off control of total dilution water flow.

4. Flow indicators and flow control valves shall be provided for each dilution water stream.
5. Dilution water and solution output connections shall include 304 stainless steel unions connected to the chassis.

E. Neat Polymer Metering Pump

1. Pump shall be Seepex 2.0 GPH, progressive cavity pump.
2. Rotor shall be 316 stainless steel.
3. Stator shall be Viton.
4. Pump shall have mechanical seal.
5. Pump shall be driven by ½ HP, AC motor.

F. Control Panel: Skid mounted NEMA 4X FRP enclosure, 120 VAC, 60 Hz, 1 PH service.

1. Operator interface – discrete selector switch (system ON/OFF/REMOTE); constant speed mechanical mixer; pump stroke frequency display, pump flow rate display.
2. Status / Alarm indicators: system running indication; LCD display of metering pump rate (on metering pump); low pressure switch alarm
3. Inputs: remote start / stop (discrete dry contact); pacing signal from main control panel (4-20mA)
4. Outputs: system running (discrete dry contact); remote mode (discrete dry contact); low flow alarm (discrete dry contact)

J. The pressure side of the polymer system shall be connected through a minimum 3/4” diameter PVC pipeline with a static mixer.

K. The Polymer Dosing System shall be a UGSI Polyblend M-series, or approved equal.

1. Alternate suppliers seeking approval, shall submit request and supporting documentation outlining full specification compliance in writing ten business days prior to bid deadline for review and approval by City of Santa Fe staff.

**Price Schedule:**

Item	Approx. QTY	Unit	Article and Description	Unit Price
1	2	EA	Polymer Dosing System shall be a UGSI Polyblend M-series, or <i>approved equal</i> as described in above section (A-K)	\$ 27,975.00
2	1	LS	Services/Installation at Paseo Real Waste Water Treatment Plant (PRWWTP) as outlined in (1.)	\$ 14,000.00
3	1	LS	Applicable GRT Taxes on Services/Installation (Line 2) – Lump Sum	\$ 1,163.75
			Total Bid Cost	\$ 71,113.75

**CITY OF SANTA FE**  
**(DRAFT) GENERAL SERVICES CONTRACT**

Dewatered Sewage Sludge Hauling

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City”, and <Enter Contractor Name> 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 (Contract Name). “We,” “us” or “our” refers to the City and whose accounts are created under this Agreement.**

**2. Scope of Work**

A. The Contractor shall perform the following work:

**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
01		\$
02		\$

The total compensation under this Agreement shall not exceed [Insert Dollar Amount] [CHOICE #1- excluding New Mexico gross receipts tax. CHOICE #2 - including 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 [REDACTED]. 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 as 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 or 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:

To the Contractor:

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:

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:

CONTRACTOR:

\_\_\_\_\_  
CITY MAYOR/MANAGER

\_\_\_\_\_  
NAME

DATE: \_\_\_\_\_

\_\_\_\_\_  
TITLE

DATE: \_\_\_\_\_

CRS# \_\_\_\_\_

Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

\_\_\_\_\_  
Emily K. Oster, CPA, CGMA, CPO  
FINANCE DIRECTOR

\_\_\_\_\_

Org.Name/Org.#



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/22/2022

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).

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> TW Associates, LLC dba MISCOWater 27101 Burbank, Ste B Foothill Ranch CA 92610 USA	INSURER A: Federal Insurance Company		20281
	INSURER B: Hartford Fire Insurance Co.		19682
	INSURER C: Hartford Casualty Insurance Co		29424
	INSURER D: Lloyd's Syndicate No. 2001		AA1128001
	INSURER E:		
	INSURER F:		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570094635988**      **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. **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	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	84CESOF9030	03/01/2022	03/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7362-65-82	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			84XSON2127	03/01/2022	03/01/2023	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	71751236	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Env Prof (E&O)			HPL210443 Claims-Made SIR applies per policy terms & conditions	07/23/2021	09/30/2022	Per Occurrence SIR Aggregate	\$2,000,000 \$50,000 \$2,000,000

Certificate No : 570094635988

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

RE: Santa Fe Paseo Real WWTP Primary Sludge Pump Replacement, 73 Paseo Real, Santa FE NM 87507. City of Santa Fe is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of City of Santa Fe in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies. Should the General Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe 801 W. San Mateo Rd. Santa Fe NM 87507 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED TW Associates, LLC dba	
POLICY NUMBER See Certificate Number: 570094635988			
CARRIER See Certificate Number: 570094635988	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

Additional Description of Operations / Locations / Vehicles:

with the policy provisions of each policy.



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

## BUSINESS REGISTRATION

**Business Name:** TW ASSOCIATES, LLC  
DBA: MISCOWATER

**Business Location:** 27101 BURBANK STE. B  
FOOTHILL RANCH, CA 92610

**Owner:** TW ASSOCIATES, LLC

**License Number:** 233223

**Issued Date:** July 25, 2022

**Expiration Date:** July 25, 2023

**CRS Number:** 02485250003

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

TW ASSOCIATES, LLC  
27101 BURBANK STE/ B  
FOOTHILL RANCH, CA 92610

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 TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**

**Signature:** *P. Fred Heerbrandt, P.E.*

P. Fred Heerbrandt, P.E. (Dec 14, 2022 15:03 MST)

**Email:** [pfheerbrandt@santafenm.gov](mailto:pfheerbrandt@santafenm.gov)



# City of Santa Fe, New Mexico


## Memorandum



**Date:** November 22, 2022

**To:** EDAC Committee, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee, and Governing Body

**Via:** Rich Brown, Director, Community and Economic Development Department

**From:** Terry Lease, Asset Development Manager, Economic Development 

**RE:** **Las Estrellas Disposition of Tract 6A for Affordable Housing and Sale of other Las Estrellas Tracts**

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### **EXECUTIVE SUMMARY:**

This resolution, if approved, will provide direction regarding donating or otherwise disposing of Las Estrellas Tract 6A to a developer that is a “Qualifying Grantee” under the New Mexico Affordable Housing Act and the sale of seven other Las Estrellas Tracts with a local preference.

### **BACKGROUND:**

On December 17, 2019, the City of Santa Fe (“City”) and Santa Fe Estates, Incorporated, a New Mexico corporation (“Santa Fe Estates”), terminated a 90-year-old agreement between the parties. The City conducted an extensive due diligence process before obtaining the property. During the due diligence process, the City identified that, under the agreement, Santa Fe Estates owed the City approximately \$3,016,171. In order to pay back its debt to the City, Santa Fe Estates agreed to i) give the City full ownership of the remaining 250.1 acres of Santa Fe Estates land, ii) assign the rights of declarant under the master and residential covenant conditions and restrictions, and iii) provide for 30-acre feet of water to be deposited in the City’s water bank.

The transferred land was last appraised on November 15, 2021, with the value for the total 250.1 acres of land as \$5,199,000.00; this consists of the entire nine tracts of land the City received from terminating its agreement with Santa Fe Estates, known as: Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, Tract 8B-1A.

On March 10, 2011, the Governing Body adopted Resolution No. 2021-16, which requires the Governing Body to approve the public announcement of sale prior to the City posting property for sale publicly. The Resolution exempted properties already announced as “for sale” at the time of the adoption of the resolution. Las Estrellas was announced as “for sale” at the time of the adoption of the Resolution 2021-16, but since that time the structure of the sale has changed and staff is proceeding with the attached Resolution.

The nine tracts of land owned by the City are all subject to certain covenants, conditions, restrictions, and the Las Estrellas Master Plan, which governs the area’s zoning, density, minimum requirements for affordable housing, and the location of open spaces (“Master Plan”). The proposed Resolution approves the public announcement of sale of seven of the nine parcels in Las Estrellas which are all located north of Veterans Memorial Highway 599: Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract

NPR7, and Tract 2, to a purchaser who will develop it according to the applicable covenants, conditions, restrictions, and Master Plan. This Resolution offers a preference for bids from local purchasers, requires minimum criteria which includes an offer of at least the appraised value of the seven parcels. While the City retains ownership of the nine tracts of land, it is also the Declarant under both the Master Plan and Residential the Declaration of Covenants, Conditions, and Restrictions.

The Resolution would adopt a strategy for donating or selling at a discount Tract 6A for the development of homes that meet the definition in SFCC 26-1 and 26-1 as “Santa Fe Homes Program Homes” (“SFHP”), Low-Priced Dwelling Units” (“LPDU”), or other affordability definitions either as rental, homeownership or land trust homes.

The second parcel that is located south of Veterans Memorial Highway 599, and that staff recommends that the City retain, is Tract 8B-1A. Tract 8B-1A is zoned as Commercial, Senior Living, Recreation, and may be developed in the future. Tracts 6A and Tract 8B-1A are both shown on the attached Exhibit “A.” As "Declarant" under the Residential Covenants affecting the property (including Tract 6A), the City has the right to remove Tract 6A from the Residential Covenants (but not the Non-Residential Covenants). In addition, the City could request the Las Estrellas Residential Association and/or Master Association Board limit the assessments for Tract 6A to support greater affordability. If the successful awardee deems removal from the Residential Covenants necessary to provide affordable housing, the resolution provides that the City shall either remove Tract 6A from the Residential Declaration of Covenants, Conditions and Restrictions prior to selling the other seven parcels, or request the Las Estrellas Residential Association Board and Master Association Board limit the assessments on Tract 6A.

**ATTACHMENTS:**

- Resolution
- Exhibit A – Map of existing Tracts
- Exhibit B – Ariel map of Tract 6A
- Fiscal Impact Report

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

2 **RESOLUTION NO. 2022-\_\_**

3 **INTRODUCED BY:**

4  
5 Councilor Michael Garcia

6 Councilor Renee Villarreal

7 Mayor Alan Webber

8  
9  
10 **A RESOLUTION**

11 **ADOPTING A STRATEGY FOR DONATING OR SELLING, AT BELOW-MARKET**  
12 **VALUE, A PROPERTY IDENTIFIED AS “LAS ESTRELLAS TRACT 6A” TO A**  
13 **DEVELOPER CERTIFIED AS A “QUALIFYING GRANTEE” UNDER THE NEW**  
14 **MEXICO AFFORDABLE HOUSING ACT TO DEVELOP SANTA FE HOMES**  
15 **PROGRAM HOMES, LOW-PRICED DWELLING UNITS, OR UNITS PRICE-**  
16 **RESTRICTED THROUGH ANOTHER AFFORDABLE HOUSING SUBSIDY; AND**  
17 **APPROVING AN ANNOUNCEMENT TO SELL THE REMAINING SEVEN LAS**  
18 **ESTRELLAS LOTS WITH A LOCAL PREFERENCE.**

19  
20 **WHEREAS**, it is a policy goal of the City of Santa Fe (“City”) to provide incentives and  
21 encourage proposals that support the production, acquisition, and redevelopment of affordably  
22 priced homes in mixed-income developments; and

23 **WHEREAS**, according to Santa Fe Housing Act Coalition, market-rate rents in Santa Fe  
24 have increased by almost 50% since 2014, and 65% of Santa Fe renters cannot afford the median  
25 priced home; and

1           **WHEREAS**, according to the Santa Fe Association of Realtors’ Summer 2022 quarterly  
2 property statistics report, the median sales price in Santa Fe increased over 20% since 2021; and

3           **WHEREAS**, on December 17, 2019, the City and Santa Fe Estates, Incorporated, a New  
4 Mexico corporation (“Santa Fe Estates”) terminated a 90-year-old development and profit-sharing  
5 agreement between the parties, which resulted in the City reacquiring fee simple title to 250.1 acres  
6 in the Northwest Quadrant of the City (“Las Estrellas”); and

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

9           **WHEREAS**, these nine tracts of land are all subject to certain covenants, conditions, and  
10 restrictions and the Las Estrellas Master Plan, which governs the area’s zoning, density, minimum  
11 requirements for affordable housing, and the location of open spaces (“Master Plan”); and

12           **WHEREAS**, the Governing Body wishes to sell seven of the nine parcels in Las Estrellas  
13 (Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, and Tract 2) to a  
14 purchaser who will develop the parcels according to the applicable covenants, conditions,  
15 restrictions, and Master Plan; and

16           **WHEREAS**, for the seven parcels it intends to sell, the Governing Body wishes to offer a  
17 preference to local purchasers; and

18           **WHEREAS**, in addition to the local preference and applicable restrictions, the Governing  
19 Body wishes to obtain at least the appraised value of the seven parcels; and

20           **WHEREAS**, while the City retains ownership of Las Estrellas, it is also the “Declarant”  
21 under both the Residential the Declaration of Covenants, Conditions and Restrictions (“Residential  
22 Covenants”) and Non-Residential (AKA "Master") Declaration of Covenants, Conditions, and  
23 Restrictions (“Non-Residential Covenants”); and

24           **WHEREAS**, the Governing Body wishes to make Tract 6A available for an affordable  
25 housing project; and

1           **WHEREAS**, the eighth parcel is designated “Community Services”, and, therefore, the  
2 City will retain it for one of the following uses: Police, Fire, Library, Administrative Offices, or  
3 Recreational Uses; and

4           **WHEREAS**, as the "Declarant" under the Residential Covenants affecting the property  
5 (including Tract 6A), the City has the right to remove Tract 6A from the Residential Covenants  
6 (but not the Non-Residential Covenants); and

7           **WHEREAS**, in addition, or in lieu, the City may request the Las Estrellas Residential  
8 Association and/or Master Association Board limit the assessments for Tract 6A to support greater  
9 affordability; and

10           **WHEREAS**, the City intends to donate or sell at a discount Tract 6A as identified in the  
11 attached Exhibit A and Exhibit B for the development of homes that meet the definition in SFCC  
12 1987, Sections 26-1 and 26-1 as “Santa Fe Homes Program Homes” (“SFHP”) or Low Priced  
13 Dwelling Units” (“LPDU”), or other affordability definitions either as rental units, owned units, or  
14 land trust homes; and

15           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
16 **CITY OF SANTA FE**, that the City Manager shall create an Evaluation Committee that will  
17 release a Request for Qualifications (“RFQ”) and select a “Qualified Grantee,” or a consortium that  
18 includes a “Qualified Grantee,” to develop Tract 6A for residential uses, offering a mix of housing  
19 types, tenures, and affordability levels. The City shall award a disposal contract pursuant to the  
20 RFQ based on the following evaluation criteria, as applied to the applicants’ proposed project(s):

- 21           • Funding Feasibility – the proposed project budget is realistic, funds are leveraged at  
22           least at a 3:1 ratio from other committed funding sources, revenue is sufficient to  
23           accomplish the proposed project.
- 24           • Need/Benefit and Project Feasibility – the project concept is responsive to  
25           current/future market demand and the applicant provides a realistic timeframe for the

1 completion of the proposed activities.

- 2 • Affordability – the proposed project effectively meets the income eligibility  
3 requirements of the New Mexico Affordable Housing Act, and the applicant describes  
4 how it will achieve affordability targets; how the applicant and/or the City may monitor  
5 the project over time for compliance; and how the applicant will secure.
- 6 • Organizational Capacity and Management – the applicant adequately demonstrates  
7 experience and expertise in this type of housing construction, including work samples  
8 and funding commitments.
- 9 • Innovative Design and Sustainability Targets – the applicant demonstrates the ability  
10 to design and construct buildings that achieve high standards of sustainability, have  
11 innovative designs, and exceed the green building criteria in City code.

12 **BE IT FURTHER RESOLVED** that, based on the criteria above, the Evaluation  
13 Committee shall identify a development partner and potential future owner of Tract 6A, in order  
14 for staff to prepare an agreement regarding the proposed project for approval by the Governing  
15 Body.

16 **BE IT FURTHER RESOLVED** that the City Manager shall order an update to the  
17 November 16, 2021 appraisal, of Tract 6A and an updated appraisal for the seven parcels it intends  
18 to sell.

19 **BE IT FURTHER RESOLVED** that the City Manager shall develop a Real Estate  
20 Donation Agreement and Special Warranty Deed for Governing Body approval, imposing a land  
21 use restriction that will ensure an affordability period of no less than forty-five years and that will  
22 run concurrently with any requirements imposed by any other subsidy provider, to be executed  
23 upon transfer of Tract 6A.

24 **BE IT FURTHER RESOLVED** that, if the Qualifying Entity that is awarded Tract 6A  
25 deems it necessary to provide affordable housing, the City shall either remove Tract 6A from the

1 Residential Declaration of Covenants, Conditions, and Restrictions, prior to selling the other seven  
2 parcels, or the City shall request the Las Estrellas Residential Association Board and Master  
3 Association Board limit the assessments on Tract 6A.

4 **BE IT FURTHER RESOLVED** that the Governing Body approves the public  
5 announcement of sale for the seven parcels of Las Estrellas with the following minimum criteria:

- 6 1. a minimum bid of the appraised price or higher;
- 7 2. documentation of financial ability to pay for the land; and
- 8 3. documentation of financial viability to develop the land in accordance with the  
9 Master Plan.

10 **BE IT FURTHER RESOLVED** that the City will select a purchaser for the seven parcels  
11 of Las Estrellas as follows:

- 12 1. Requiring the minimum criteria, listed above;
- 13 2. Applying a local preference for local purchasers of up to six percent (6%), which  
14 is consistent with the weight of the local preference offered in City and State  
15 procurement; and
- 16 3. Selecting the offer that meets the minimum criteria and offers the highest purchase  
17 price, as adjusted by the local preference.

18 **BE IT FURTHER RESOLVED** that, to receive the local preference, a purchaser must  
19 meet one or both of the two following criteria, which may result in a cumulative six percent (6%)  
20 local preference if both criteria are met:

- 21 1. Hold a current City of Santa Fe or Santa Fe County business license, and have held  
22 said license for the proceeding three (3) years, to receive a 3% local preference, or
- 23 2. Provide a New Mexico Tax and Revenue Department Resident Business  
24 Certificate to receive a 3% local preference.

25 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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\_\_\_\_\_  
ALAN WEBBER, MAYOR

ATTEST:

\_\_\_\_\_  
KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ERIN K. McSHERRY, CITY ATTORNEY

**CITY OF SANTA FE, NEW MEXICO**  
**PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2023-\_\_**  
**(Las Estrellas Tract 6A and Seven Parcel Disposition)**

---

**Members of the Governing Body:**

**I propose the following amendment(s) to Resolution No. 2023-\_\_:**

**This amendment does \_\_\_ Does not X change the caption.**

1. On page 5, line 25, *insert* the following paragraphs:

“**BE IT FURTHER RESOLVED** that the purchase agreement shall stipulate that, in the event the purchaser is awarded a local preference, the purchaser shall not sell the property for a period of ten (10) years, unless it sells to a buyer who meets the qualifications for an equal or greater percentage of the local preference offered in the Request for Qualifications, except that the purchaser may sell developed homes or ready-to-build individual plots to individual homeowners. In the event the purchaser breaches this provision, it shall be required to reimburse the City the monetary amount equivalent to the local preference it received.

**BE IT FURTHER RESOLVED** that the purchase agreements shall require the purchaser to begin development of the property, which may include spine infrastructure, engineering, and horizontal development, within three years of the completion of purchase.”

Respectfully submitted,

\_\_\_\_\_  
Jamie Cassutt, Councilor

Approved as to Form:



\_\_\_\_\_  
Erin K. McSherry, City Attorney

ADOPTED: \_\_\_\_\_

NOT ADOPTED: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Kristine Mihelcic, City Clerk

10467.4(A)

10467.4(A)






# Amendment A - (Cassutt Amendment)

Final Audit Report

2023-01-26

Created:	2023-01-26
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiz1H50MVENgQDu0rRU9ckY03aGGHSuyX

## "Amendment A - (Cassutt Amendment)" History

-  Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)  
2023-01-26 - 0:26:26 AM GMT- IP address: 98.60.108.87
-  Document emailed to Erin Mcsherry (ekmcsherry@ci.santa-fe.nm.us) for signature  
2023-01-26 - 0:26:57 AM GMT
-  Email viewed by Erin Mcsherry (ekmcsherry@ci.santa-fe.nm.us)  
2023-01-26 - 0:47:25 AM GMT- IP address: 104.47.65.254
-  Document e-signed by Erin Mcsherry (ekmcsherry@ci.santa-fe.nm.us)  
Signature Date: 2023-01-26 - 0:47:32 AM GMT - Time Source: server- IP address: 216.207.130.218
-  Agreement completed.  
2023-01-26 - 0:47:32 AM GMT

**CITY OF SANTA FE, NEW MEXICO**  
**PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2023-\_\_**  
**(Las Estrellas Tract 6A and Seven Parcel Disposition)**

---

**Members of the Governing Body:**

**I propose the following amendment(s) to Resolution No. 2023-\_\_:**

**This amendment does \_\_\_ Does not X change the caption.**

1. On page 5, line 25, *insert* **“BE IT FURTHER RESOLVED** that the purchase agreement shall stipulate that, in the event the purchaser is awarded a local preference, the purchaser shall not sell the property for a period of three (3) years, unless selling to a buyer who meets the qualifications for an equal or greater percentage of the local preference offered in the Request for Qualifications, except that the sale of developed homes or ready-to-build individual plots to individual homeowners is permitted. The purchase agreement shall require the purchaser to secure this requirement with a letter of credit in the amount of 2% of the contracted purchase price.

**BE IT FURTHER RESOLVED** that the purchase agreement shall stipulate that a purchaser awarded a local preference shall begin development of the property, including spine infrastructure, engineering, and utility development, within five (5) years of the completion of purchase and shall require the purchaser to secure compliance with this requirement with a letter of credit in the amount of 1% of the contracted purchase price.”

Respectfully submitted,

\_\_\_\_\_  
Signe Lindell, Councilor

\_\_\_\_\_  
Carol Romero-Wirth, Councilor

Approved as to Form:



\_\_\_\_\_  
Erin K. McSherry, City Attorney

ADOPTED: \_\_\_\_\_

NOT ADOPTED: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Kristine Mihelcic, City Clerk

10467.4(B)

10467.4(B)






# Amendment B - (Romero-Wirth and Lindell)

Final Audit Report

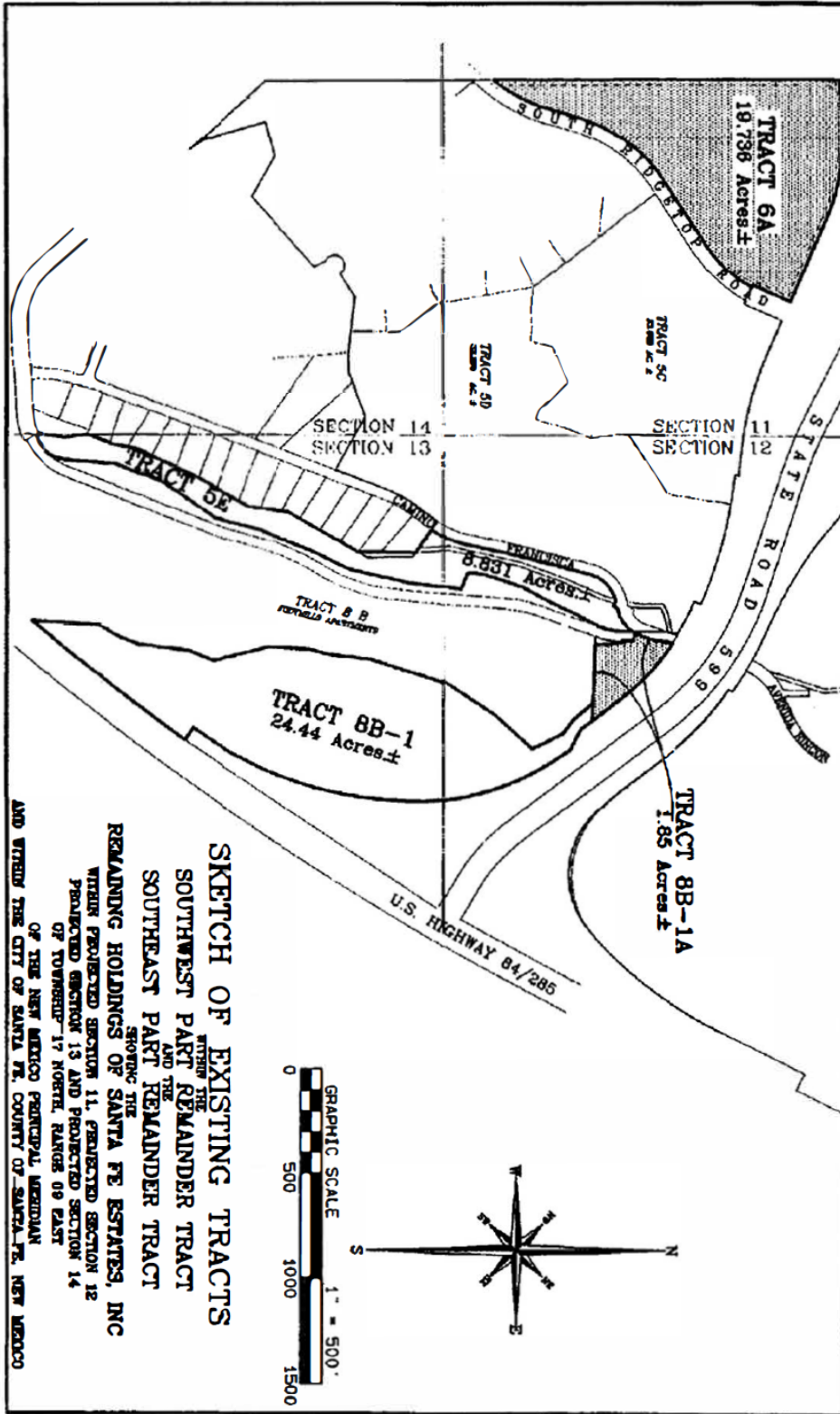
2023-01-25

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By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
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## "Amendment B - (Romero-Wirth and Lindell)" History

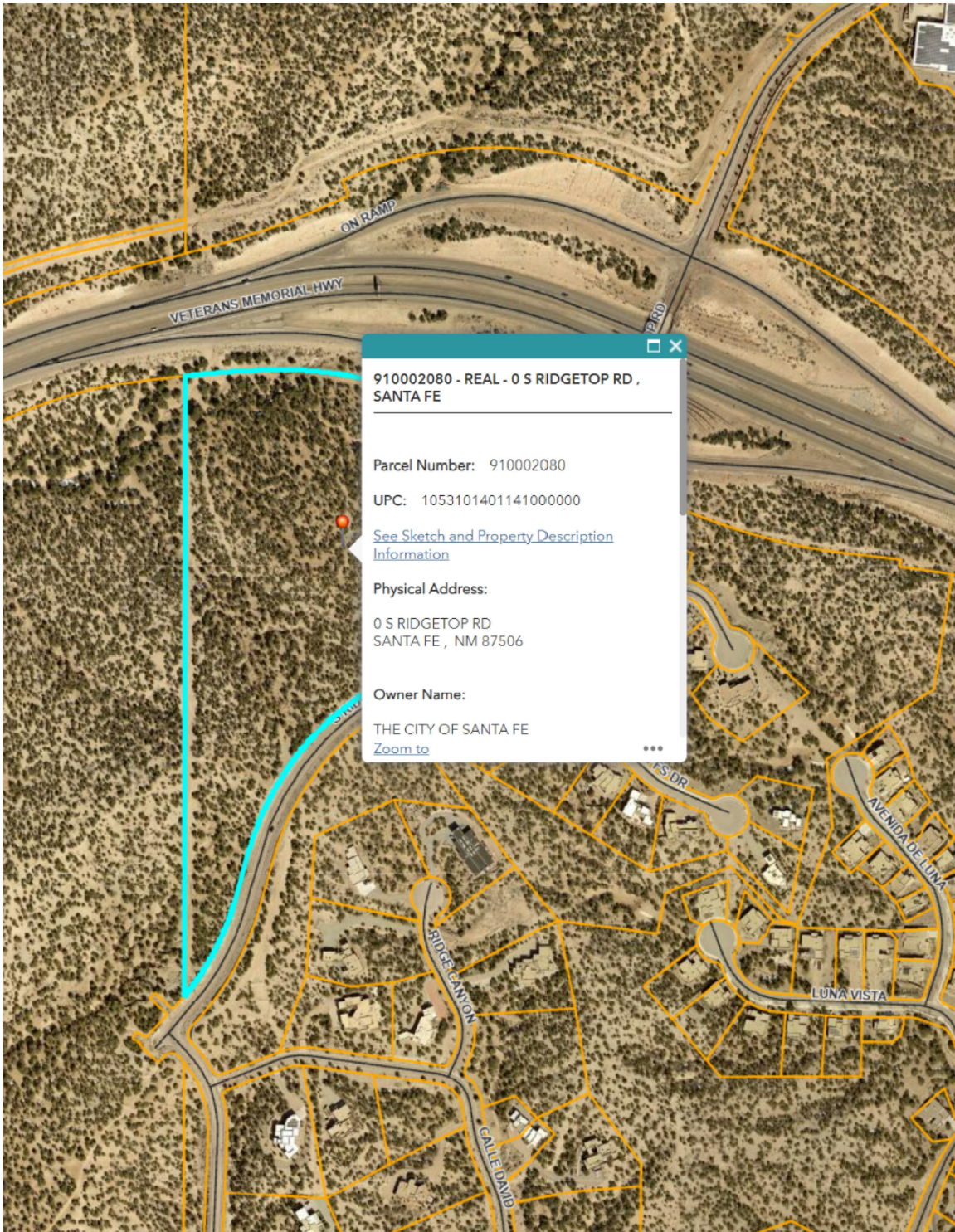
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-  Agreement completed.  
2023-01-25 - 11:27:16 PM GMT

# EXHIBIT A



**SKETCH OF EXISTING TRACTS**  
 WITHIN THE  
 SOUTHWEST PART REMAINDER TRACT  
 AND THE  
 SOUTHEAST PART REMAINDER TRACT  
 SHOWING THE  
 REMAINING HOLDINGS OF SANTA FE ESTATES, INC  
 WITHIN PROJECTED SECTION 11, PROJECTED SECTION 12  
 PROJECTED SECTION 13 AND PROJECTED SECTION 14  
 OF TOWNSHIP 17 NORTH, RANGE 09 EAST  
 OF THE NEW MEXICO PRINCIPAL MERIDIAN  
 AND WITHIN THE CITY OF SANTA FE, COUNTY OF SANGRA, N.M., NEW MEXICO

# EXHIBIT B



## FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: \_\_\_\_\_ Resolution:   X  

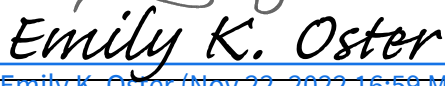
Short Title(s): Las Estrellas Tract 6A and Seven Parcel Disposition

Sponsor(s): Councilwoman Villarreal, Councilor M. Garcia, and Mayor Webber

Reviewing Department(s): Community and Economic Development

Staff Completing FIR: Terry Lease Date: 10/20/22 Phone: 505-629-2206

Reviewed by City Attorney:  Date: Nov 23, 2022

Reviewed by Finance Director:  Date: Nov 22, 2022  
Emily K. Oster (Nov 22, 2022 16:59 MST)

**Summary:**

The Resolution would adopt a strategy for the disposition of Las Estrellas Tract 6A for an affordable housing development and approve the public announcement for sale with certain criteria for the sale of seven additional Las Estrellas parcels. In particular, the Resolution specifies that, for the sale of the six parcels, the City will consider the purchase amount offered by an offerer, in combination with a local preference for the purchaser if applicable, who will build out the land pursuant to the Las Estrellas Master Plan and honor the conditions, covenants, and restrictions of both the master and residential associations.

**Departments Affected:**

Office of Economic Development, Office of Affordable Housing, Finance (General Fund)

**Consequences of Not Enacting Legislation:**

If this Resolution is not enacted the City might not offer the seven parcels of land for sale with a local preference and the City might not offer 6A as and Affordable Housing Project.

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

None

**Performance and Administrative Implications:**

The Resolution will require the overseeing the administration of a request for bid with a local preference of up to 6% for "local purchasers" and overseeing a request for qualifications for Tract 6A.

**Fiscal Implications:**

The Resolution requires new appraisals for the sale and donation parcels, advertising and marketing for the parcels, and the loss of revenue for donating a parcel and potentially receiving a lower price for giving a local preference on the sale of the seven parcels.

**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	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Benefits*							
Capital Outlay	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Contractual/	\$10,000	\$ _____	\$ _____		N	1000220	
Professional Services						_____	
Operating	\$ _____	\$ _____	\$ _____		_____		\$ _____
Total:	\$10,000	\$ _____	\$ _____				\$10,000

\* This includes all staff time associated with executing the job functions of the proposed legislation and an updated appraisal for Tract 6A.

**Expenditure Narrative:**

To insure a successful offering marketing expenditures will be required. These expenditures include costs to place online, in the newspaper, and other marketing expenses. Cost of the new appraisal is estimated to be \$7,500.00 and marketing is estimated to be \$2,500.00

**Revenue**

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$4,709,000	\$ _____	\$ _____	NR	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$4,709,000	\$ _____	\$ _____		

**Revenue Narrative:**

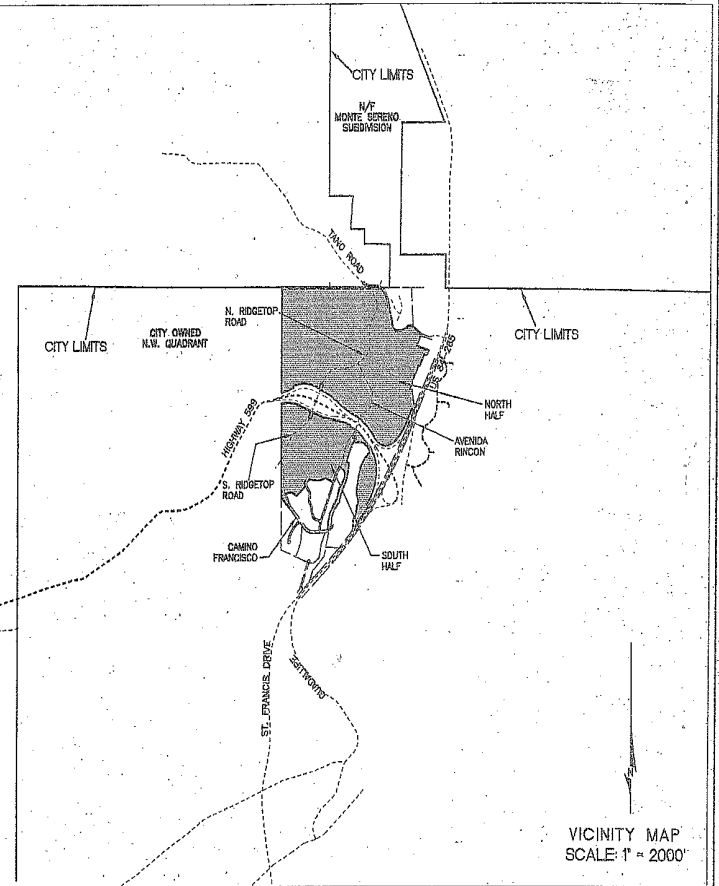
\$5,199,000.00 is the November 15, 2021 appraised value of the all Las Estrellas properties and \$4,709,000.00 is the value after removing the two retained tracts. Placing Las Estrellas on the market will remove an asset that the City cannot develop, and it will bring in revenue in excess of the amount that the former Santa Fe Estates Developers owed the City at the time the land was returned to City ownership. To ensure a successful offering, certain marketing expenditures for advertising will also be required as identified in the expenditures listed above.

**Signature:** *Richard Brown*

**Email:** [rdbrown@santafenm.gov](mailto:rdbrown@santafenm.gov)

**Signature:**

**Email:** [tjlease@santafenm.gov](mailto:tjlease@santafenm.gov)



VICINITY MAP  
SCALE: 1" = 2000'

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	AMENDED LAS ESTRELLAS MASTERPLAN
3.	AMENDED MASTER TRAIL PLAN
4.	CONDITIONS, NOTES, DATA (RECORDED)
5.	CONDITIONS, NOTES, DATA (AMENDMENTS)
6.	COMPARISON OF ORIGINAL AND AMENDED MASTERPLAN
7.	CURRENT STATUS OF DEVELOPMENT
8.	MASTERPLAN - NORTH WITH TOPOGRAPHY
9.	MASTERPLAN - SOUTH WITH TOPOGRAPHY
10.	ESCARPMENT OVERLAY - NORTH
11.	ESCARPMENT OVERLAY - SOUTH
12.	PHASING PLAN
13.	30% SLOPE ANALYSIS - NORTH
14.	30% SLOPE ANALYSIS - SOUTH
15.	SLOPE ANALYSIS - NORTH
16.	SLOPE ANALYSIS - SOUTH
17.	SANITARY SEWER PLAN
18.	WATER SUPPLY PLAN
19.	DRAINAGE PLAN
20.	EXISTING TOPOGRAPHY
21.	ORIGINAL 1979 MASTERPLAN
22.	ORIGINAL 1996 MASTERPLAN

OCTOBER 8, 2004

REVISIONS	
DATE	BY
10/27/04	CRW
10/28/05	CRW
12/8/05	C.R.W.

OWNER: SANTA FE ESTATES, INC.

PROPERTY MANAGERS: PHASE ONE REALTY, INC. SANTA FE

PLANNING CONSULTANTS: RICHARD GORMAN & ASSOCIATES, INC., SANTA FE

ENGINEERING CONSULTANTS: C.R. WALBRIDGE & ASSOCIATES, L.L.C., SANTA FE



*C.R. Walbridge*  
C.R. WALBRIDGE P.E. NO. 6025 DATE 12/8/05

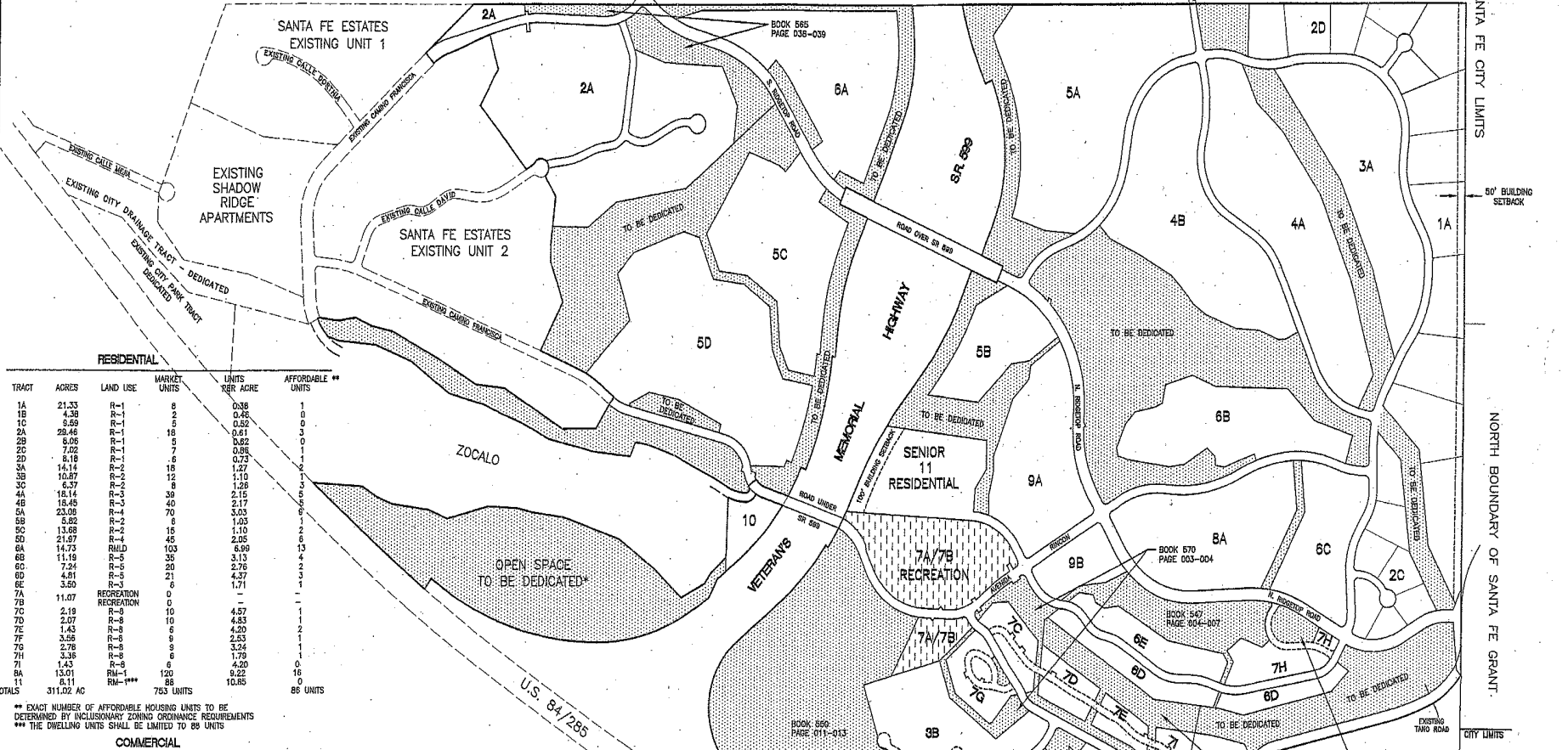
2005 AMENDED  
LAS ESTRELLAS  
MASTERPLAN

PLANNED RESIDENTIAL COMMUNITY  
(FORMERLY SANTA FE ESTATES MASTERPLAN)

2005 AMENDED  
LAS ESTRELLAS  
MASTERPLAN

NOTE: THIS MASTERPLAN IS COMPRISED OF 22 SHEETS. SHEETS 2 THRU 6 ARE RECORDED AT THE SANTA FE COUNTY COURTHOUSE. SHEETS 7 THRU 22 ARE ON FILE AT THE SANTA FE CITY PLAT ROOM. INCLUDING ON THESE SHEETS ARE CONCEPTUAL DRAINAGE PLAN, A SANITARY SEWER PLAN, A WATER SUPPLY PLAN, A SLOPE ANALYSIS, THE ESCARPMENT DISTRICT, EXISTING TOPOGRAPHY, AND THE ORIGINAL 1979 MASTERPLAN AND THE 1988 MASTER PLAN ARE INCLUDED.

FUTURE EXTENSION TO CITY LAND CITY LAND NORTHWEST QUADRANT FUTURE EXTENSION TO CITY LAND



**RESIDENTIAL**

TRACT	ACRES	LAND USE	MARKET UNITS	UNITS PER ACRE	AFFORDABLE ** UNITS
1A	21.33	R-1	8	0.38	1
1B	4.38	R-1	2	0.46	0
1C	9.59	R-1	2	0.22	0
2A	28.46	R-1	18	0.61	3
2B	6.06	R-1	5	0.82	1
2C	7.02	R-1	7	0.98	1
2D	8.18	R-1	6	0.73	1
3A	16.14	R-2	18	1.10	1
3B	10.87	R-2	12	1.28	1
3C	6.37	R-2	8	1.05	1
4A	18.14	R-3	38	2.17	6
4B	18.46	R-3	40	2.17	6
4C	23.06	R-4	70	3.03	6
5A	6.82	R-2	8	1.05	1
5C	13.68	R-2	16	1.10	2
5D	21.97	R-4	45	2.05	6
5A	14.73	RMD	103	6.99	13
6B	11.19	R-5	35	3.13	4
6C	7.24	R-5	20	2.76	2
6D	4.81	R-5	21	4.37	3
6E	3.50	R-3	6	1.71	1
7A	11.07	RECREATION	0	-	-
7B	2.19	R-9	10	4.57	1
7C	2.07	R-8	10	4.83	2
7D	1.43	R-8	6	4.20	1
7E	3.58	R-8	9	2.53	1
7F	2.78	R-8	9	3.24	1
7H	3.38	R-8	9	1.79	1
7I	1.43	R-8	6	4.20	0
8A	13.01	RM-1	120	9.22	16
11	8.11	RM-1***	86	10.53	0
TOTALS	311.02 AC		763 UNITS		86 UNITS

\*\* EXACT NUMBER OF AFFORDABLE HOUSING UNITS TO BE DETERMINED BY INCLUSIONARY ZONING ORDINANCE REQUIREMENTS  
 \*\*\* THE DWELLING UNITS SHALL BE LIMITED TO 86 UNITS

**COMMERCIAL**

TRACT	ACRES	LAND USE
8A	10.84	SC-1 VILLAGE CENTER USES *
9B	3.06	SC-1 VILLAGE CENTER USES *
TOTAL	14.00	

\*AS OUTLINED IN THE VISION STATEMENT SHEETS 5 AND 6.  
 WITHIN THE TOTAL 14 ACRES, THE FOLLOWING IS APPROVED:  
 1. UP TO 6.5 ACRES OF IMPERVIOUS VILLAGE CENTER COMMERCIAL DEVELOPMENT.  
 2. UP TO 1.78 ACRES OF APPROPRIATE COMMUNITY USES.  
 3. UP TO 49 RESIDENTIAL UNITS (MARKET AND AFFORDABLE), ON UP TO 3.0 ACRES.

**COMMUNITY SERVICE**

TRACT	ACRES	LAND USE
10	1.86	SEE PERMITTED USES FOR COMMUNITY SERVICES, SHEET 5

THIS TRACT IS IN ADDITION TO THE COMMUNITY SERVICE USES WITHIN THE VILLAGE CENTER.

**OPEN SPACE**

ACTIVE	11.07 AC. (RECREATION - TRACT 7A/7B)
PASSIVE	160.88 AC.
REDEVELOPED PASSIVE	24.25 AC.
TOTAL	196.45 AC. = 35.73%

**ROADS**

ACRES	37.65
TOTAL PROJECT ACREAGE	= 549.82 AC.

APPROVED BY THE SANTA FE PLANNING COMMISSION AT THEIR MEETING OF JANUARY 13, 2005, AS P+DR CASE NO. M04-44.

*Michael Warner* 01/13/2005 CHAIRMAN  
*John M. M. M. M.* 01/13/05 SECRETARY

APPROVED BY THE CITY COUNCIL AT THEIR MEETING OF MARCH 9, 2005, AS P+DR CASE NO. M04-44.

*David Cox* 4/27/06 MAYOR

*Maria Q. O'Neil* 4.5.10 ACTING CLERK

*Craig S. ...* 2/9/06 CITY PLANNER

*...* 04.27.06 PERMIT AND DEVELOPMENT REVIEW DIVISION

NOTE: FOR MASTERPLAN CONDITIONS, NOTES AND DATA, SEE SHEETS 4, 5, AND 6. FOR MASTER PLAN TRAIL PLAN SEE SHEET 3.

- LEGEND**
- 1C TRACT DESIGNATION (SEE TABLE)
  - PASSIVE OPEN SPACE
  - ACTIVE OPEN SPACE
  - LIMITS OF THIS MASTERPLAN
  - PUBLIC ROADS
  - PRIVATE ROADS
- \* OPEN SPACE ADDED TO THE LAS ESTRELLAS MASTERPLAN

1430.014 COUNTY OF SANTA FE STATE OF NEW MEXICO  
 I hereby certify that this instrument was filed for record on the 21 day of April 2006 at 10:00 A.M. and was duly recorded in Book 022, Page 3-7 of the records of Santa Fe County.

Witness my hand and Seal of Office  
 VALERIE ESPINOZA  
 County Clerk, Santa Fe County, N.M.  
*Marcel ...*  
 Deputy

2005 AMENDED LAS ESTRELLAS MASTER PLAN (PREVIOUSLY SANTA FE ESTATES MASTER PLAN)

SCALE: 1" = 300'

C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET SUITE E  
 SANTA FE NEW MEXICO  
 (505) 982-9711

REVISIONS

DATE	BY	CR
10/27/04	CR	
10/24/05	CR	
11/16/05	CR	

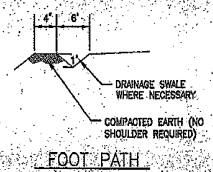
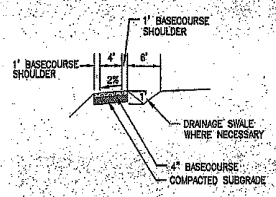
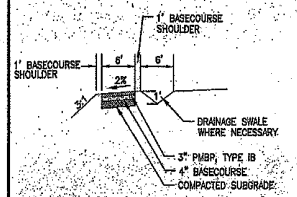
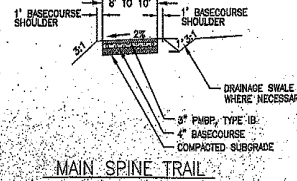
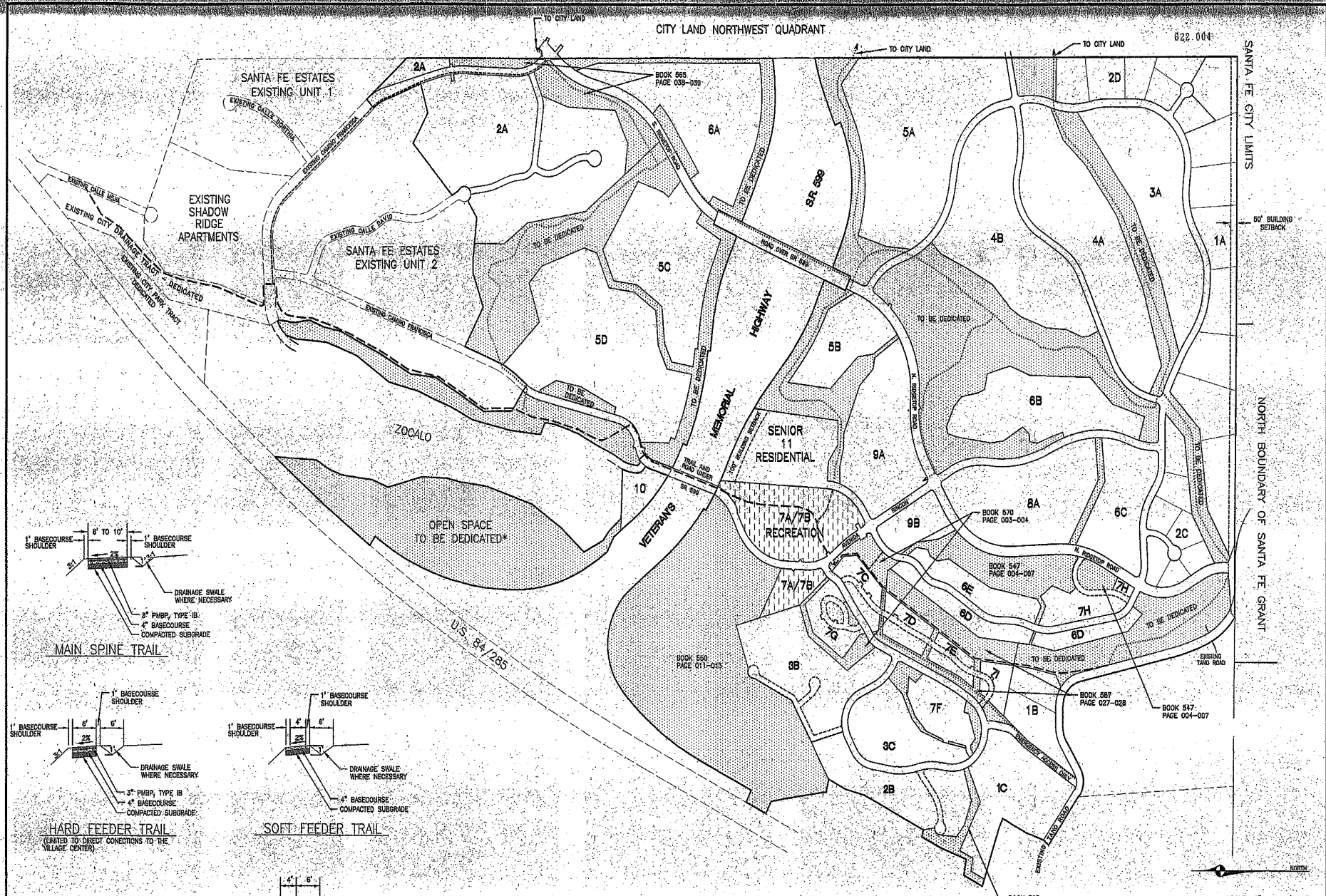
DATE: OCTOBER 08, 2004 DRAWN BY: YP

MP SHEET 2 OF 5

06-57

CITY LAND NORTHWEST QUADRANT

622 004



- NOTES:**
- ALL TRAIL BASE COURSE TO BE TREATED WITH PRE-EMERGENT HERBICIDE CONTAINING TRIFLURALIN AT MANUFACTURER RECOMMENDED RATES FOR USE UNDER ASPHALT.
  - TRAIL AND FOOT PATH SECTIONS SHALL PROVIDE FOR 3:1 MAXIMUM CUT-AND-FILL SLOPES.
  - BASECOURSE SHALL BE DEFINED AS CONFORMING TO MNDOT STANDARD SPECIFICATIONS TYPE II FOR AGGREGATED BASECOURSE.

- LEGEND**
- SPINE TRAIL
  - HARD FEEDER TRAIL
  - SOFT FEEDER TRAIL
  - FOOT PATH
  - PASSIVE OPEN SPACE
- TRAIL LOCATIONS SHOWN ARE CONCEPTUAL AND ACTUAL LOCATIONS WILL BE DETERMINED BY THE FIELD WITH THE CITY OPEN SPACE PLANNER.



FINAL PAPER CASE # MD4-44

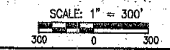
REVISIONS	
DATE	BY
10/27/04	CRW
10/24/04	CRW
11/16/05	CEW

**2005 AMENDED MASTER TRAIL PLAN**  
**AMENDED LAS ESTRELLAS MASTER PLAN**  
 (PREVIOUSLY SANTA FE ESTATES MASTER PLAN)

SCALE: 1"=300' | DATE: OCTOBER 08, 2004 | DRAWN BY: VP

C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET, SUITE E  
 SANTA FE, NEW MEXICO  
 (505) 982-9711

MP SHEET 2-5



06-57



## 2005 AMENDMENTS TO NOTES AND CONDITIONS OF 1996 MASTER PLAN

### GENERAL

A. THE NAME OF THE MASTER PLAN AREA IS CHANGED FROM SANTA FE ESTATES TO LAS ESTRELLAS, AND ALL REFERENCES SHALL FOLLOW ACCORDINGLY.

B. REFERENCE TO "CAMINO LA TIERRA" IS HEREBY REPLACED WITH VETERAN'S MEMORIAL HIGHWAY.

C. REFERENCE TO "PLAN 83" IS REPLACED WITH "THE CITY OF SANTA FE GENERAL PLAN".

D. REFERENCE TO CITY CODES SHALL TRACK UPDATED VERSIONS OF THE CODE.

### MASTER PLAN CONDITIONAL NOTES

E. THE FOLLOWING SENTENCE OF "CONDITION" #9 OF THE 1996 MASTER PLAN IS HEREBY DELETED IN ITS ENTIRETY. THE DELETED SENTENCE READ AS FOLLOWS:

BOUNDARIES OF TRACTS 9A, 9B, 9C, 9D AND 9E SHALL BE MODIFIED TO CREATE ONE OR TWO NEIGHBORHOOD COMMERCIAL USE TRACTS AND ONE OR TWO AFFORDABLE HOUSING TRACTS.

F. IN BOTH QUANTITY AND LOCATION, INCLUDING IN THE VILLAGE CENTER, AFFORDABLE HOUSING SHALL CONFORM TO THE REQUIREMENTS OF THE INCLUSIONARY ZONING ORDINANCE. THIS IS A MODIFICATION OF CONDITION #6 OF THE 1996 MASTER PLAN.

G. THE CHART ON THE REVISED MASTER PLAN REPRESENTS DEVELOPER'S ESTIMATE OF LIKELY DENSITIES BASED ON THE ACTUAL DENSITIES ACHIEVED WITHIN APPROVED / DEVELOPED TRACTS, AND THE CURRENT PLANNING FOR THE VILLAGE CENTER AND SURROUNDING AREA. DENSITY TRANSFERS OF MARKET-RATE RESIDENTIAL UNITS AMONG TRACTS SHALL BE ALLOWED BY APPROVAL OF THE PLANNING COMMISSION AS LONG AS (1) THE RESULTING DENSITY OF ANY TRACT DOES NOT EXCEED THE DENSITY ALLOWED BY THE TRACT ZONING DESIGNATION, AND (2) THE TOTAL MARKET UNITS DOES NOT EXCEED 763 UNITS. NO INCREASES OF MARKET RATE DENSITY SHALL BE ALLOWED ON TRACTS 1A, 1B, 1C, 2C, AND 2D.

H. STAFF CONDITIONS NUMBER 3 OF THE AMENDED MASTER PLAN WAS DELETED BY THE PLANNING COMMISSION. THE DELETED SENTENCE READS AS FOLLOWS: "A NOTE SHALL BE ADDED THAT ANTICIPATED VILLAGE CENTER USES NOT CORRECTLY PERMITTED IN THE SO-1 DISTRICT WOULD REQUIRE FUTURE AMENDMENTS TO CHAPTER 14."

I. RECORDED COVENANTS, CONDITIONS AND RESTRICTIONS SHALL INCLUDE PROVISIONS WHEREBY THE ASSOCIATION SHALL SUPPLY TO THE CITY OF SANTA FE AN ANNUAL REPORT COMPILED BY A REGISTERED PROFESSIONAL ENGINEER VERIFYING ADEQUATE MAINTENANCE AND ENFORCEMENT OF THE CENTRALIZED STORM WATER DETENTION STRUCTURES.

### MASTER PLAN NOTES

J. CONDITION #1 OF THE 1996 MASTER PLAN IS MODIFIED AS FOLLOWS: THE OPEN SPACE TRACTS SHOWN ON THIS MASTER PLAN ARE RESERVED FOR FUTURE DEDICATION AS ADJACENT TRACTS ARE DEVELOPED AND SUCH DEDICATIONS SHALL MEET THE OPEN SPACE REQUIREMENTS OF THE CITY CODE.

K. CONDITION #2 OF THE 1996 MASTER PLAN IS REPLACED ENTIRELY WITH THE FOLLOWING: ALL DEVELOPMENT IS SUBJECT TO THE LAS ESTRELLAS MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereby) THE LAS ESTRELLAS RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereby), AND THE LAS ESTRELLAS COMMERCIAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (to be filed). THE CITY WILL NOT ENFORCE THESE COVENANTS EXCEPT AS PROVIDED BY THE VARIOUS RECORDED DECLARATIONS OR BY FUTURE DEVELOPMENT PLAN APPROVALS.

L. TRAIL STANDARDS ARE HEREBY ADOPTED (SEE SHEET 3) AS A GUIDE TO THE LOCATION AND DESIGN SPECIFICATIONS FOR VARIOUS TYPES OF TRAILS.

### VILLAGE CENTER VISION STATEMENT

M. NO CHANGES

### DRAINAGE PLAN VISION

THE FOLLOWING CONDITIONS ARE ADDED TO (1) ACKNOWLEDGE THE CREATION OF A FORMAL MECHANISM FOR MAINTAINING STORM WATER DRAINAGE FACILITIES IN ACCORDANCE WITH CONDITION #14 OF THE MASTER PLAN CONDITIONAL NOTES, AND (2) TO REFLECT A CHANGE IN THE CITY'S PHILOSOPHY REGARDING STORM WATER MANAGEMENT.

O. TO ADDRESS THE GOALS AND INTENTS OF THE DRAINAGE PLAN THE DEVELOPER, BY AGREEMENT WITH THE CITY OF SANTA FE, HAS ESTABLISHED THE "LAS ESTRELLAS MASTER ASSOCIATION," AS THE CENTRAL AUTHORITY RESPONSIBLE FOR MAINTENANCE OF CONTRACTED DRAINAGE FACILITIES. THE MASTER DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS FILED BY SANTA FE ESTATES, INC. (FILED INSTRUMENT NO. 1333331 AND INSTRUMENT NO. 1333332) ENCUMBERS ALL DEVELOPED LANDS WITHIN LAS ESTRELLAS AND PROVIDES A FUND TO COVER THE COST OF MAINTENANCE. EACH DEVELOPER CONTRIBUTES TO THIS FUND ACCORDING TO THE NUMBER OF RESIDENTIAL UNITS OR SQUARE FEET OF COMMERCIAL SPACE ATTRIBUTED TO THE DEVELOPED TRACT. SUBSEQUENT CONTRIBUTIONS BY THE END USERS OR OCCUPANTS OF THESE DEVELOPED TRACTS MAY BE IMPOSED BY THE MASTER ASSOCIATION AS A COMPONENT OF THE ASSOCIATION'S ANNUAL BUDGET.

P. THE CURRENT PHILOSOPHY OF STORM WATER MANAGEMENT IS TWO FOLD: (1) UTILIZE CENTRALIZED STORM WATER DETENTION PONDS FOR BOTH ROADS AND LOT IMPROVEMENTS TO THE EXTENT POSSIBLE. THE DETENTION PONDS WILL HAVE OUTLET STRUCTURES THAT CONTROL THE 2-YR., 10-YR., 50-YR., AND 100-YR. STORMS. IT IS INCUMBENT ON THE TRACT DEVELOPERS TO TRANSMIT STORM WATER FLOWS TO THE CENTRALIZED PONDS WITH SUFFICIENT EROSION CONTROL DEVICES TO MINIMIZE EROSION. ON-LOT PONDING WILL BE UTILIZED WHEN CENTRALIZED PONDS ARE NOT FEASIBLE, AND (2) WATER HARVESTING ON THE LOTS WILL BE REQUIRED IN ACCORDANCE WITH CURRENT AND FUTURE CITY ORDINANCES RELATIVE TO WATER HARVESTING. WATER HARVESTING ON LOTS WILL BE ENCOURAGED FOR ALL LOTS.

## 2005 APPROVED USES IN THE VILLAGE CENTER

1. Dwelling, multiple-family;
2. Daycare/nursery (small or medium);
3. Nonprofit religious, educational and institutions, but not panel institutions;
4. Neighborhood community and municipal or other public buildings and uses in keeping with the character and requirements of the district;
5. Public parks, playgrounds, playfields in keeping with the character and requirements of the district;
6. Religious Assembly;
7. Arts and crafts studios, galleries and shops;
8. Dance studios;
9. Nonprofit theaters for production of live shows;
10. Photographers studios;
11. Fraternal services;
12. Dining and drinking establishments;
13. Administrative offices and organizations which in whole or part provide medically related services;
14. Apothecary shops or pharmacies;
15. Medical and dental offices or clinics providing care and treatment for the health and welfare of human patients;
16. Offices for those licensed by the state to practice the healing art or any branch thereof pertaining to human beings, provided that offices and accessory buildings specified shall not be considered as "service establishments";
17. Office, business & professional (off);
18. Commercial recreational uses and structures, theaters, bowling alleys, pool rooms, driving ranges, etc.;
19. Exercise, gym or gym facilities;
20. Antique shops;
21. Art supply stores, retail;
22. Arts and crafts, studio workshops, with retail goods manufactured onsite;
23. Bookstore;
24. Package wine/liquor sales;
25. Custom tailors and dressmakers;
26. Retail shops;
27. Gift shops;
28. Neighborhood grocery stores and laundromats catering to local pedestrian trade;
29. Retail establishments;
30. Retail and service uses that are intended to serve the primary uses and that do not exceed 2,000 square feet per establishment;
31. Barber shops and beauty salons;
32. Personal care facilities for the elderly;
33. Personal service establishments;
34. Broadcasting studios, but not broadcasting towers;
35. Children's play areas and play equipment;
36. Home occupations;
37. Other uses and structures customarily accessory and clearly incidental and subordinate to permitted or permissible uses and structures;
38. Farmer's Market

## 2005 APPROVED USE LIST FOR COMMUNITY SERVICES IN VILLAGE CENTER

1. TOWN HALL OR NEIGHBORHOOD ASSOCIATION HEADQUARTERS
2. MEETING ROOMS
3. POST OFFICE (PRIVATE OR GOVERNMENTAL)
4. RELIGIOUS ASSEMBLIES
5. CHILD DAY CARE AND NURSERIES (SMALL OR MEDIUM)
6. PERFORMING ARTS FACILITIES
7. POLICE STATION
8. FIRE STATION
9. LIBRARY (PRIVATE OR GOVERNMENTAL)

## 2005 APPROVED USE LIST FOR COMMUNITY SERVICES ON TRACT 10

1. POLICE STATION
2. FIRE STATION
3. LIBRARY
4. ADMINISTRATIVE OFFICES
5. RECREATIONAL USES  
(OUTDOOR STORAGE OF MATERIALS, VEHICLES, OR EQUIPMENT IS PROHIBITED)

## 2005 APPROVED RECREATIONAL AREA USE LIST

1. SPORTS FIELDS AND COURTS
2. ASTRONOMICAL OBSERVATORY / EDUCATIONAL CENTER
3. PERFORMING ARTS FACILITIES / AMPHITHEATER
4. TRAILS
5. PICNIC AREAS
6. NATIVE AREAS

## SPECIAL NOTE

THE LOCATION AND DESIGN OF THE RELIEF ROUTE, THE RIDGETOP ROAD DIAMOND INTERCHANGE AND THE CITY ROADS ARE A MATERIAL ELEMENT OF THE AGREEMENT DATED NOVEMBER 14, 1997, BY AND BETWEEN SANTA FE ESTATES, INC., THE CITY OF SANTA FE AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION REGARDING THE ACQUISITION FROM SANTA FE ESTATES, INC., OF RIGHT-OF-WAY NEEDED TO CONSTRUCT THE RELIEF THROUGH-SANTA FE ESTATES LANDS, TO RESTORE ACCESS TO SANTA FE ESTATES FROM THIS "ACCESS CONTROLLED" HIGHWAY AND TO SATISFY THE TRAFFIC NEEDS OF THE NEW DENSITIES AS APPROVED BY THE 1996 MASTER PLAN.

FINAL PLAN CASE # MCL-44

### REVISIONS

DATE	BY
10/27/04	CRW
10/24/05	CRW
12/6/05	CRW

CONDITIONS, NOTES, AND DATA (AMENDMENTS)  
AMENDED LAS ESTRELLAS MASTER PLAN  
(PREVIOUSLY SANTA FE ESTATES MASTER PLAN)

SCALE: 1"=300' | DATE: OCTOBER 08, 2004 | DRAWN BY: YP

C.R. WALBRIDGE & ASSOCIATES, LLC  
1421 LUISA STREET SUITE E  
SANTA FE NEW MEXICO  
(505) 982-9711

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MP SHEET 4-5



12/6/05

06-57

**RESIDENTIAL**

TRACTS	ORIGINAL ACRES	AMENDED ACRES	ORIGINAL LANDUSE	AMENDED LANDUSE	ORIGINAL UNITS	AMENDED MARKET UNITS	AMENDED AFFORDABLE UNITS
1A	21.70	21.33	R-1	R-1	8	8	1
1B	3.82	4.38	R-1	R-1	2	2	0
1C	10.00	9.59	R-1	R-1	4	5	0
2A	27.99	29.46	R-1	R-1	18	18	3
2B	8.24	8.06	R-1	R-1	6	5	0
2C	8.82	7.02	R-1	R-1	7	7	1
2D	8.18	6.18	R-1	R-1	6	6	1
3A	14.14	14.14	R-2	R-2	20	18	2
3B	10.88	10.87	R-2	R-2	14	12	1
3C	8.24	8.37	R-2	R-2	8	8	3
4A	18.14	18.14	R-3	R-3	43	39	5
4B	18.45	18.45	R-3	R-3	44	40	5
5A	20.70	23.08	R-4	R-4	70	70	9
5B	6.05	5.82	R-2	R-2	12	6	1
5C	12.17	13.68	R-2	R-2	23	15	2
5D	21.98	21.97	R-4	R-4	60	45	6
6A	14.72	14.73	R-5	RMLD	60	103	13
6B	11.19	11.19	R-5	R-5	40	35	4
6C	7.68	7.24	R-5	R-5	20	20	2
6D	5.15	4.81	R-5	R-5	22	21	3
6E	2.88	3.50	R-3	R-3	8	8	1
7A	2.90	11.07	RC-8	RECREATION	19	0	-
7B	1.01		RC-8	RECREATION	5	0	-
7C	2.35	2.19	RC-8	R-8	13	10	1
7D	2.14	2.07	RC-8	R-8	15	10	1
7E	1.68	1.43	RC-8	R-8	12	6	2
7F	3.38	3.56	RC-8	R-8	11	9	1
7G	2.26	2.78	RC-8	R-8	10	9	1
7H	3.05	3.36	RC-8	R-8	12	6	1
7I	1.12	1.43	RC-8	R-8	4	6	0
8A	12.99	13.01	RM-1	RM-1	157	120	16
11	10.03	8.11	RECREATION	RM-1		88	0
TOTALS	301.83	311.02			753	753	86

**COMMERCIAL**

TRACTS	ORIGINAL ACRES	AMENDED ACRES	ORIGINAL LANDUSE	AMENDED LANDUSE
9A	11.16	10.94	SC-1 VILLAGE CENTER USES	SC-1 PLUS ADDITIONAL USES LISTED ON SHEET 5
9B	2.84	3.06	SC-1 VILLAGE CENTER USES	SC-1 PLUS ADDITIONAL USES LISTED ON SHEET 5
TOTALS	14.00	14.00		

1. UP TO 5.5 ACRES OF IMPERVIOUS VILLAGE CENTER COMMERCIAL DEVELOPMENT.  
 2. UP TO 1.78 ACRES OF APPROPRIATE COMMUNITY USES.  
 3. UP TO 48 AFFORDABLE HOUSING UNITS ON UP TO 3 ACRES.

1. UP TO 5.5 ACRES OF IMPERVIOUS VILLAGE CENTER COMMERCIAL DEVELOPMENT.  
 2. UP TO 1.78 ACRES OF APPROPRIATE COMMUNITY USES.  
 3. UP TO 48 RESIDENTIAL UNITS (MARKET AND AFFORDABLE), ON UP TO 3 ACRES.

**COMMUNITY SERVICE**

TRACT	ORIGINAL ACRES	AMENDED ACRES	ORIGINAL LANDUSE	AMENDED LANDUSE
10	1.78	1.86	RESERVED FOR A CITY PARK MAINTENANCE FACILITY AND/OR A CITY FIRE DEPARTMENT SUBSTATION.	SEE PERMITTED USES FOR COMMUNITY SERVICES, SHEET 5

**OPEN SPACE**

TRACT	ORIGINAL ACRES	AMENDED ACRES
ACTIVE	10.03	11.07
PASSIVE	168.80	160.89
RECAPTURED-PASSIVE		24.25*
TOTALS	178.83	196.46

\* OPEN SPACE RESERVED FOR FOOTHILL APARTMENTS



FINAL PAPER CASE # MD4-44

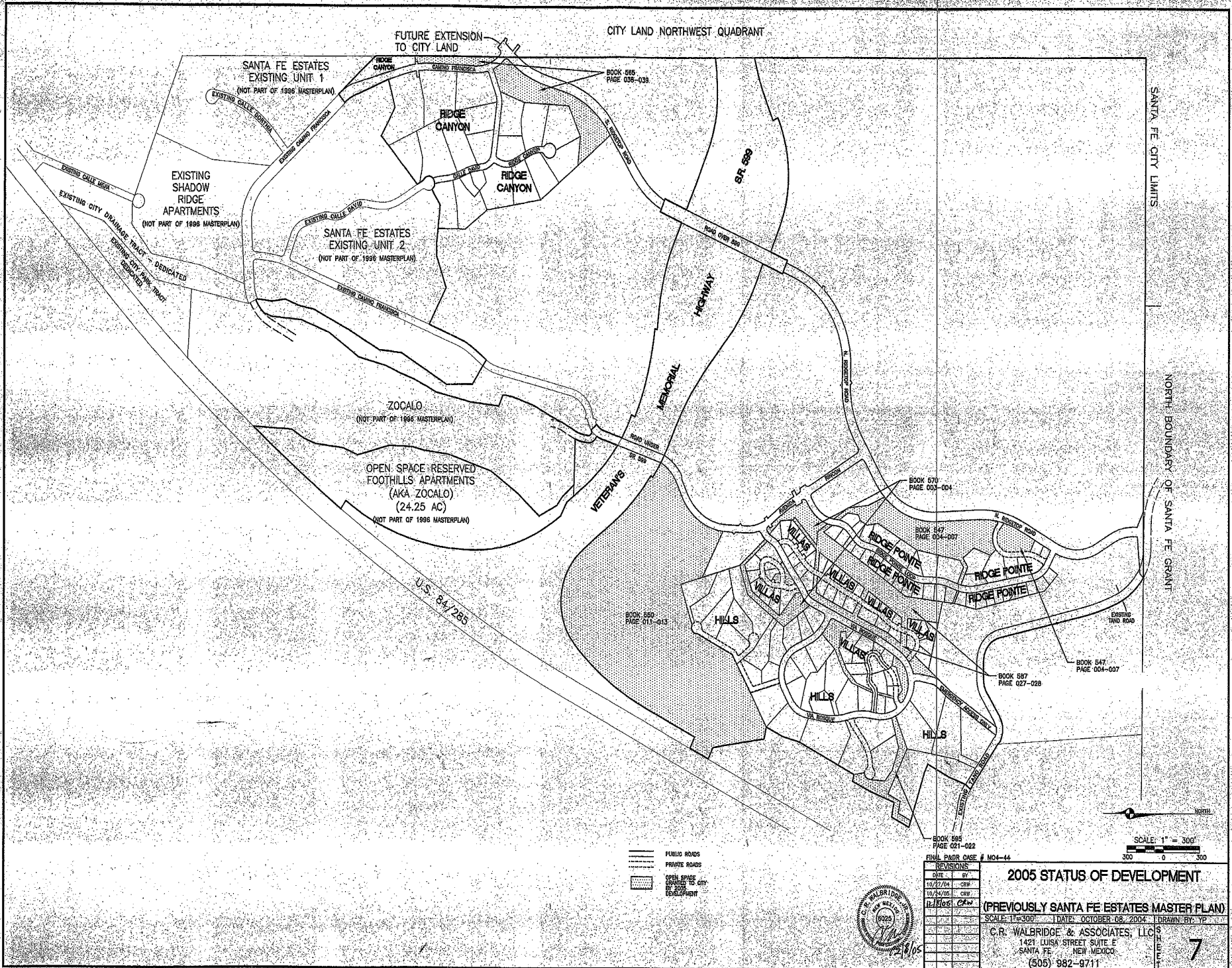
REVISIONS	
DATE	BY
10/27/04	CRW
10/24/04	CRW
11/16/04	CRW

**COMPARISON OF ORIGINAL AND AMENDED MASTER PLAN  
 AMENDED LAS ESTRELLAS MASTER PLAN  
 (PREVIOUSLY SANTA FE ESTATES MASTER PLAN)**

SCALE: -- DATE: OCTOBER 27, 2004 DRAWN BY: YP

C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET SUITE E  
 SANTA FE, NEW MEXICO  
 (505) 982-8711

6  
 MP SHEET 5-5



- PUBLIC ROADS
- PRIVATE ROADS
- OPEN SPACE GRANTED TO CITY BY 2005 DEVELOPMENT

BOOK 588 PAGE 021-022  
FINAL PLOTTING CASE # M04-44

REVISIONS	
DATE	BY
10/27/04	CRW
10/24/05	CRW

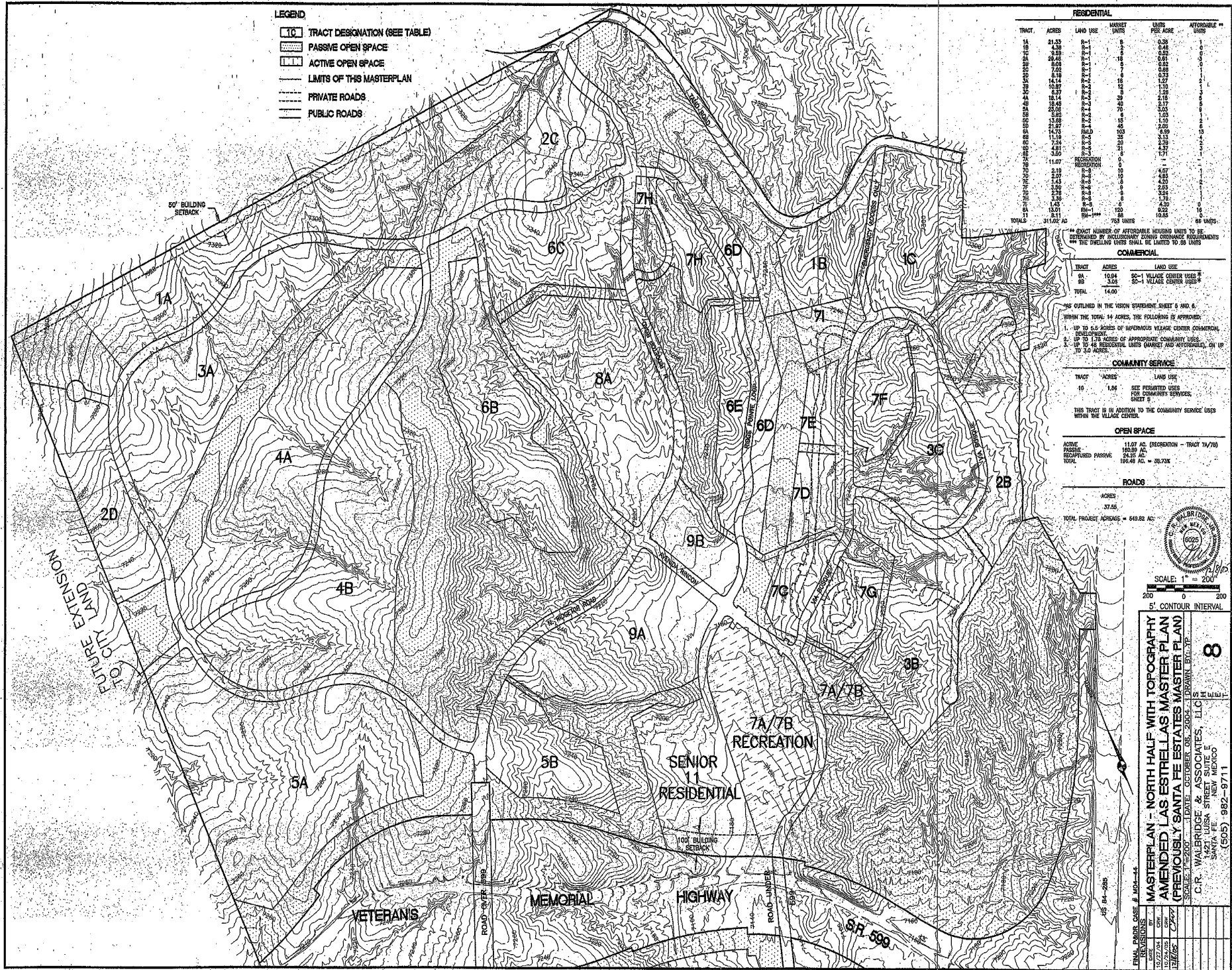
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 C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET SUITE E  
 SANTA FE, NEW MEXICO  
 (505) 982-9711

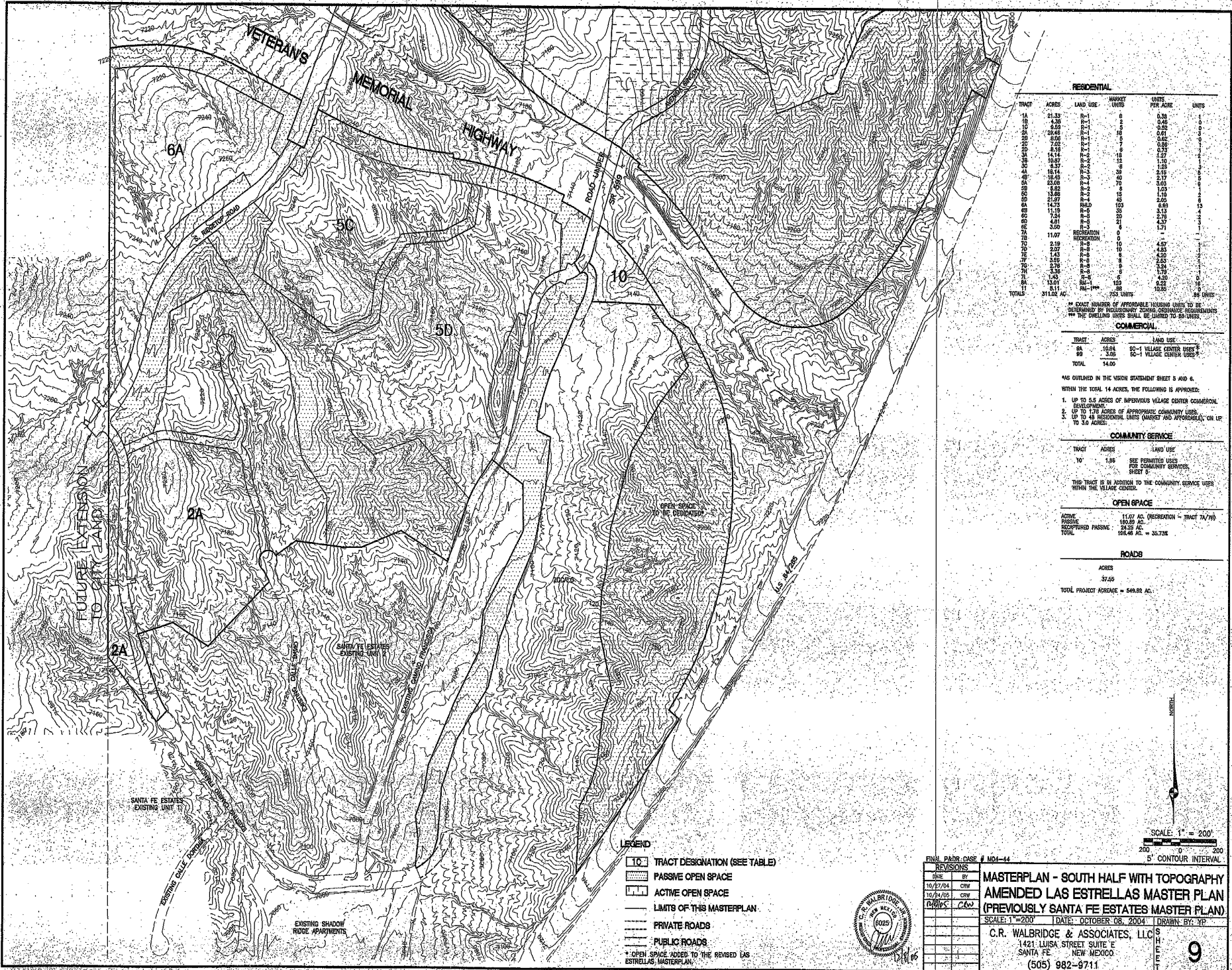
**2005 STATUS OF DEVELOPMENT**  
 (PREVIOUSLY SANTA FE ESTATES MASTER PLAN)  
 SCALE: 1" = 300' DATE: OCTOBER 08, 2004 DRAWN BY: YP



SANTA FE CITY LIMITS  
 NORTH BOUNDARY OF SANTA FE GRANT

06-57





RESIDENTIAL					
TRACT	ACRES	LAND USE	MARKET UNITS	UNITS PER ACRE	UNITS
1A	21.33	R-1	8	0.38	1
1B	4.28	R-1	2	0.46	0
2A	2.69	R-1	2	0.69	0
2B	28.46	R-1	16	0.61	0
2C	2.68	R-1	2	0.65	0
2D	7.02	R-1	7	0.88	0
2E	14.14	R-2	18	1.27	2
2F	10.61	R-2	12	1.10	2
2G	8.37	R-2	8	1.28	3
2H	16.16	R-2	16	1.01	3
2I	18.48	R-3	20	2.19	5
2J	20.06	R-3	20	2.17	5
2K	5.82	R-2	5	3.03	9
2L	15.82	R-2	15	2.03	9
2M	21.89	R-2	16	1.10	2
2N	14.75	R-2	15	2.68	13
2O	11.18	R-5	25	2.13	2
2P	7.24	R-6	20	2.75	2
2Q	4.81	R-6	21	4.37	1
2R	3.00	R-6	0	1.71	1
2S	11.97	RECREATION	0	-	0
2T	2.18	R-8	10	4.57	1
2U	2.07	R-8	10	4.83	1
2V	1.43	R-8	8	4.53	1
2W	3.86	R-8	8	2.63	1
2X	2.78	R-8	8	1.54	1
2Y	3.38	R-8	8	1.79	1
2Z	1.83	R-4	8	1.50	1
3A	13.01	RM-1	100	0.22	18
3B	8.11	RM-1**	28	0.25	18
TOTAL	311.02 AC.			753 UNITS	88 UNITS

\* EXACT NUMBER OF AFFORDABLE HOUSING UNITS TO BE DEVELOPED BY PROVISIONARY ZONING ORDINANCE REQUIREMENTS  
 \*\* THE OPENING UNITS SHALL BE LIMITED TO 68 UNITS

COMMERCIAL		
TRACT	ACRES	LAND USE
6A	14.84	SC-1 VILLAGE CENTER USES*
6B	3.08	SC-1 VILLAGE CENTER USES*
TOTAL	14.00	

\*AS OUTLINED IN THE VISION STATEMENT SHEET 5 AND 6,  
 WITHIN THE TOTAL 14 ACRES, THE FOLLOWING IS APPROVED:  
 1. UP TO 5.5 ACRES OF IMPROVED VILLAGE CENTER COMMERCIAL DEVELOPMENT.  
 2. UP TO 1.75 ACRES OF APPROXIMATE COMMUNITY USES.  
 3. UP TO 48 RESIDENTIAL UNITS (MARKET AND AFFORDABLE) ON UP TO 3.0 ACRES.

COMMUNITY SERVICE		
TRACT	ACRES	LAND USE
10	1.86	SEE PERMITTED USES FOR COMMUNITY SERVICES SHEET 5

THIS TRACT IS IN ADDITION TO THE COMMUNITY SERVICE USES WITHIN THE VILLAGE CENTER.

OPEN SPACE	
ACTIVE PASSIVE	ACRES
11.07	RECREATION - TRACT 2A/7B)
18.00	AC.
24.22	AC.
TOTAL	18.44 AC. = 33.73%

ROADS	
ACRES	ACRES
37.55	
TOTAL PROJECT AREAGE = 549.82 AC.	

- LEGEND
- TC TRACT DESIGNATION (SEE TABLE)
  - PASSIVE OPEN SPACE
  - ACTIVE OPEN SPACE
  - LIMITS OF THIS MASTERPLAN
  - PRIVATE ROADS
  - PUBLIC ROADS
  - \* OPEN SPACE ADDED TO THE REVISED LAS ESTRELLAS MASTERPLAN.

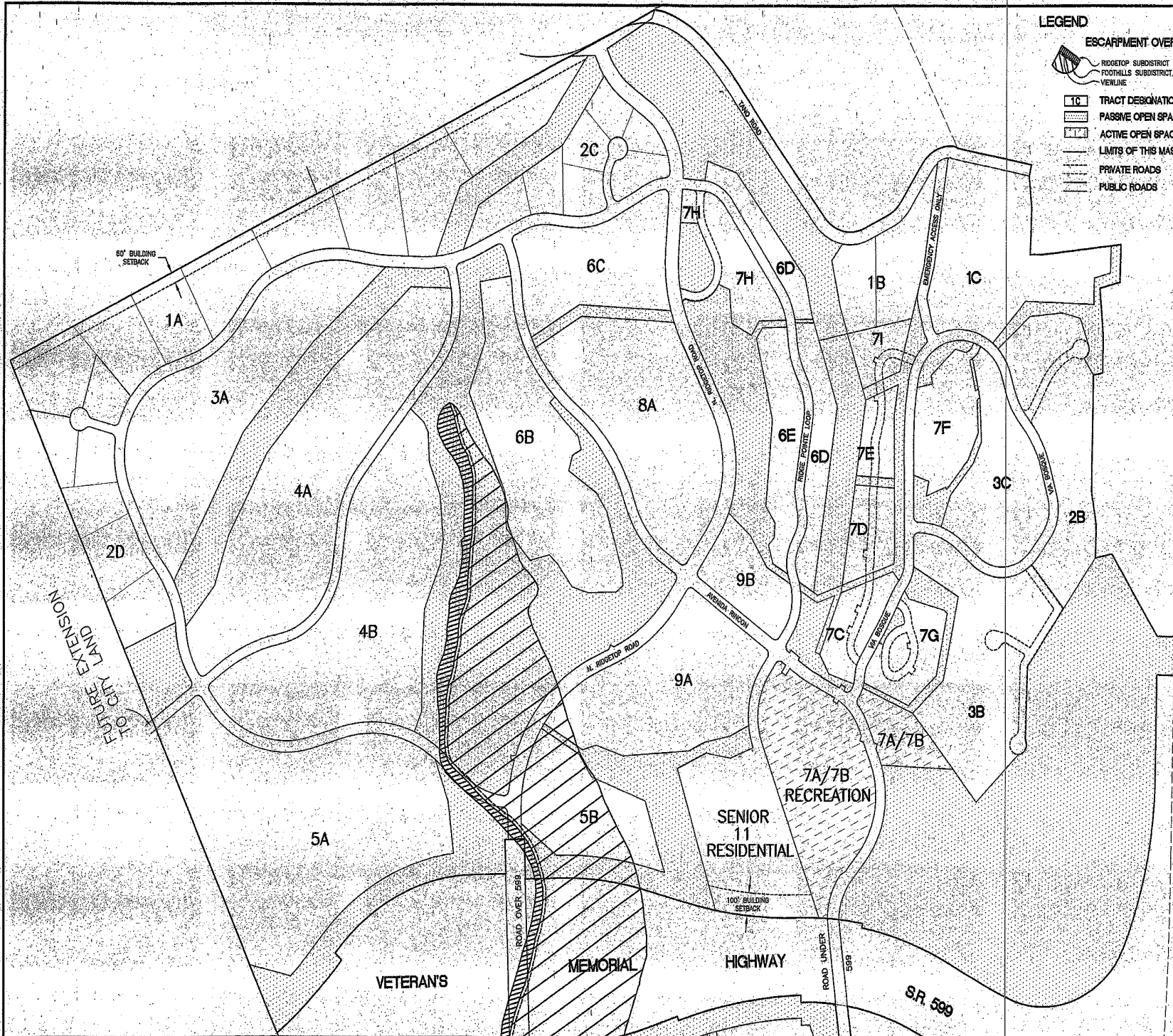
FINAL P&R CASE # 104-14

REVISIONS	DATE	BY
10/27/04	CRW	
10/24/05	CRW	
04/05	CRW	

SCALE: 1" = 200' | DATE: OCTOBER 08, 2004 | DRAWN BY: YP

C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LLUISA STREET SUITE E  
 SANTA FE, NEW MEXICO  
 (505) 982-9711

SCALE: 1" = 200'  
 200' 10' 5' CONTOUR INTERVAL



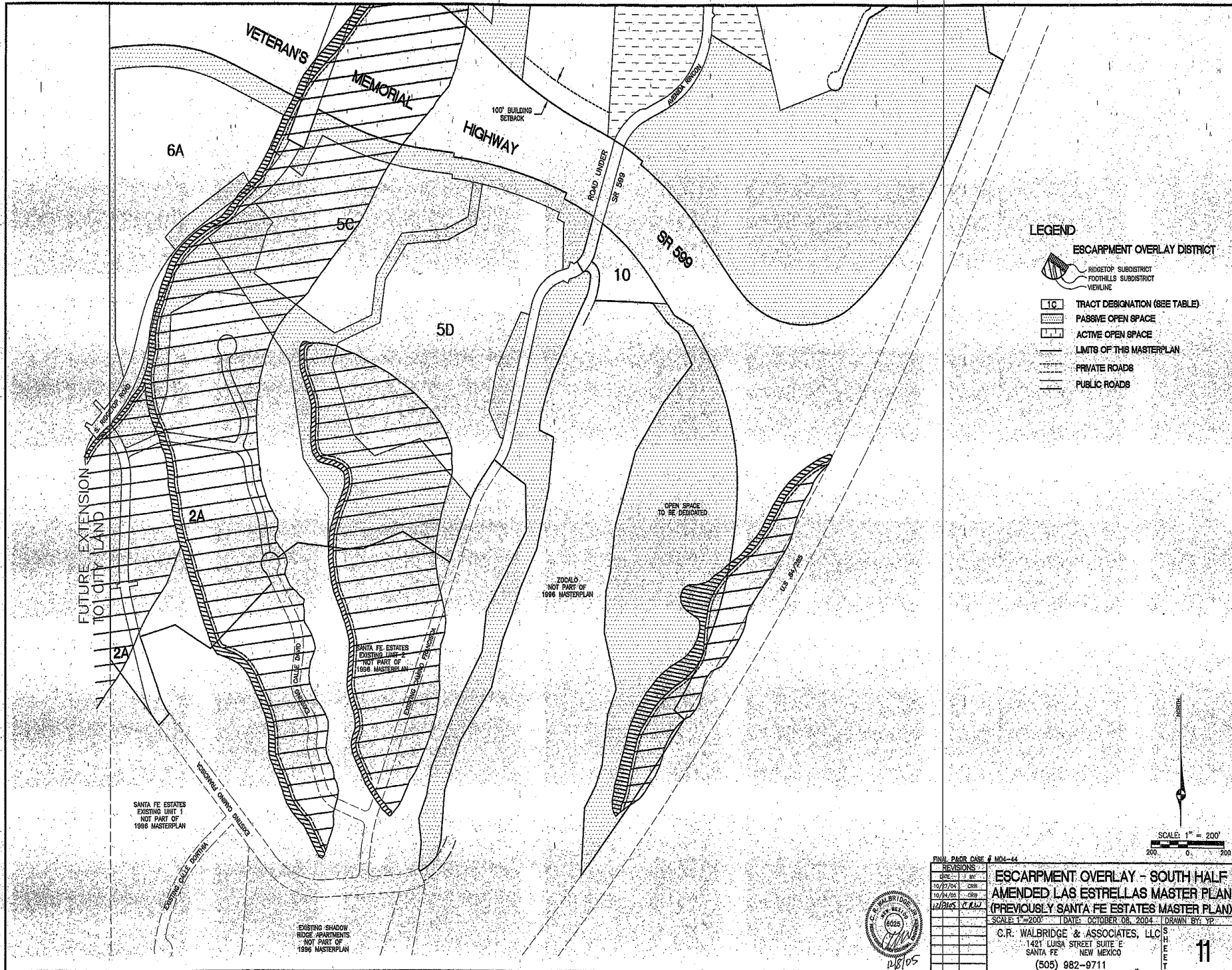
- LEGEND**
- ESCAPMENT OVERLAY DISTRICT**
- ROGETOP SUBDISTRICT
  - FOOTHILLS SUBDISTRICT
  - VERLINE
  - TRACT DESIGNATION (SEE TABLE)
  - PASSIVE OPEN SPACE
  - ACTIVE OPEN SPACE
  - LIMITS OF THIS MASTERPLAN
  - PRIVATE ROADS
  - PUBLIC ROADS



<b>ESCAPMENT OVERLAY - NORTH HALF</b>	
<b>AMENDED LAS ESTRELLAS MASTER PLAN</b>	
<b>(PREVIOUSLY SANTA FE ESTATES MASTER PLAN)</b>	
C.R. WALBRIDGE & ASSOCIATES, LLC	DATE: OCTOBER 08, 2003
SANTA FE, NEW MEXICO	PROJECT NO. 10
(505) 982-9711	

US 84-285

06.57



- LEGEND**
- ESCARPMENT OVERLAY DISTRICT**
- RIDGETOP SUBDISTRICT
  - FOOTHILLS SUBDISTRICT
  - VIEWLINE
  - TRACT DESIGNATION (SEE TABLE)
  - PASSIVE OPEN SPACE
  - ACTIVE OPEN SPACE
  - LIMITS OF THIS MASTERPLAN
  - PRIVATE ROADS
  - PUBLIC ROADS

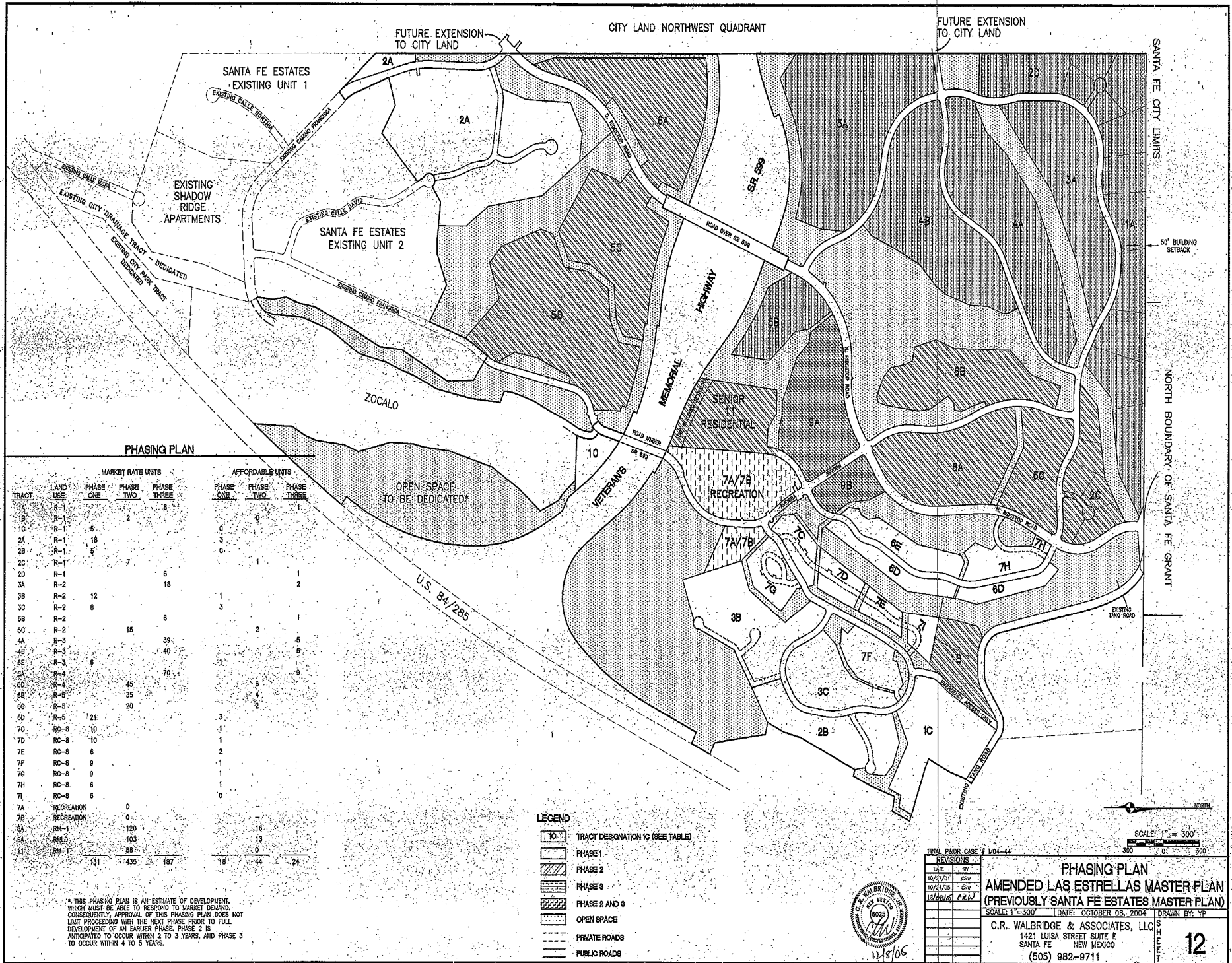
FINAL PLOTTING CASE # M04-14

REVISIONS	DATE	BY
01/05/04	12/07/04	CRW
02/04/05	10/04/05	CRW
03/04/05	12/21/05	CRW

**ESCARPMENT OVERLAY - SOUTH HALF**  
**AMENDED LAS ESTRELLAS MASTER PLAN**  
**(PREVIOUSLY SANTA FE ESTATES MASTER PLAN)**  
 SCALE: 1"=200' DATE: OCTOBER 08, 2004 DRAWN BY: YP  
 C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET SUITE E  
 SANTA FE NEW MEXICO  
 (505) 982-9711



06-57



**PHASING PLAN**

TRACT	LAND USE	MARKET RATE UNITS			AFFORDABLE UNITS		
		PHASE ONE	PHASE TWO	PHASE THREE	PHASE ONE	PHASE TWO	PHASE THREE
1A	R-1			8			1
1B	R-1		2				0
1C	R-1	5			0		
2A	R-1	18			3		
2B	R-1	5			0		
2C	R-1		7			1	
2D	R-1			6			1
3A	R-2			18			2
3B	R-2	12			1		
3C	R-2	8			3		
5B	R-2			6			1
5C	R-2		15			2	
4A	R-3			39			5
4B	R-3			40			5
5E	R-3	6			3		
5A	R-4			70			9
6D	R-4		45			6	
6E	R-4		35			4	
6C	R-4		20			2	
6D	R-5	21			3		
7C	RC-8	10			3		
7D	RC-8	10			1		
7E	RC-8	6			2		
7F	RC-8	9			1		
7G	RC-8	9			1		
7H	RC-8	6			1		
7I	RC-8	6			0		
7A	RECREATION		0				
7B	RECREATION		0				
8A	RU-1		120			16	
8A	RFD		103			13	
11I	SU-1		88			0	
		131	1435	187	16	44	24

- LEGEND**
- 1C TRACT DESIGNATION 1C (SEE TABLE)
  - PHASE 1
  - PHASE 2
  - PHASE 3
  - PHASE 2 AND 3
  - OPEN SPACE
  - PRIVATE ROADS
  - PUBLIC ROADS

FINAL PDR CASE # M04-14

SCALE: 1" = 300'

REVISIONS:

DATE	BY
10/27/04	SR
10/24/05	SR
12/09/05	CR

**PHASING PLAN**  
**AMENDED LAS ESTRELLAS MASTER PLAN**  
(PREVIOUSLY SANTA FE ESTATES MASTER PLAN)







SCALE: 1" = 300' | DATE: OCTOBER 08, 2004 | DRAWN BY: YP

C.R. WALBRIDGE & ASSOCIATES, LLC  
1421 LUISA STREET SUITE E  
SANTA FE NEW MEXICO  
(505) 982-9711

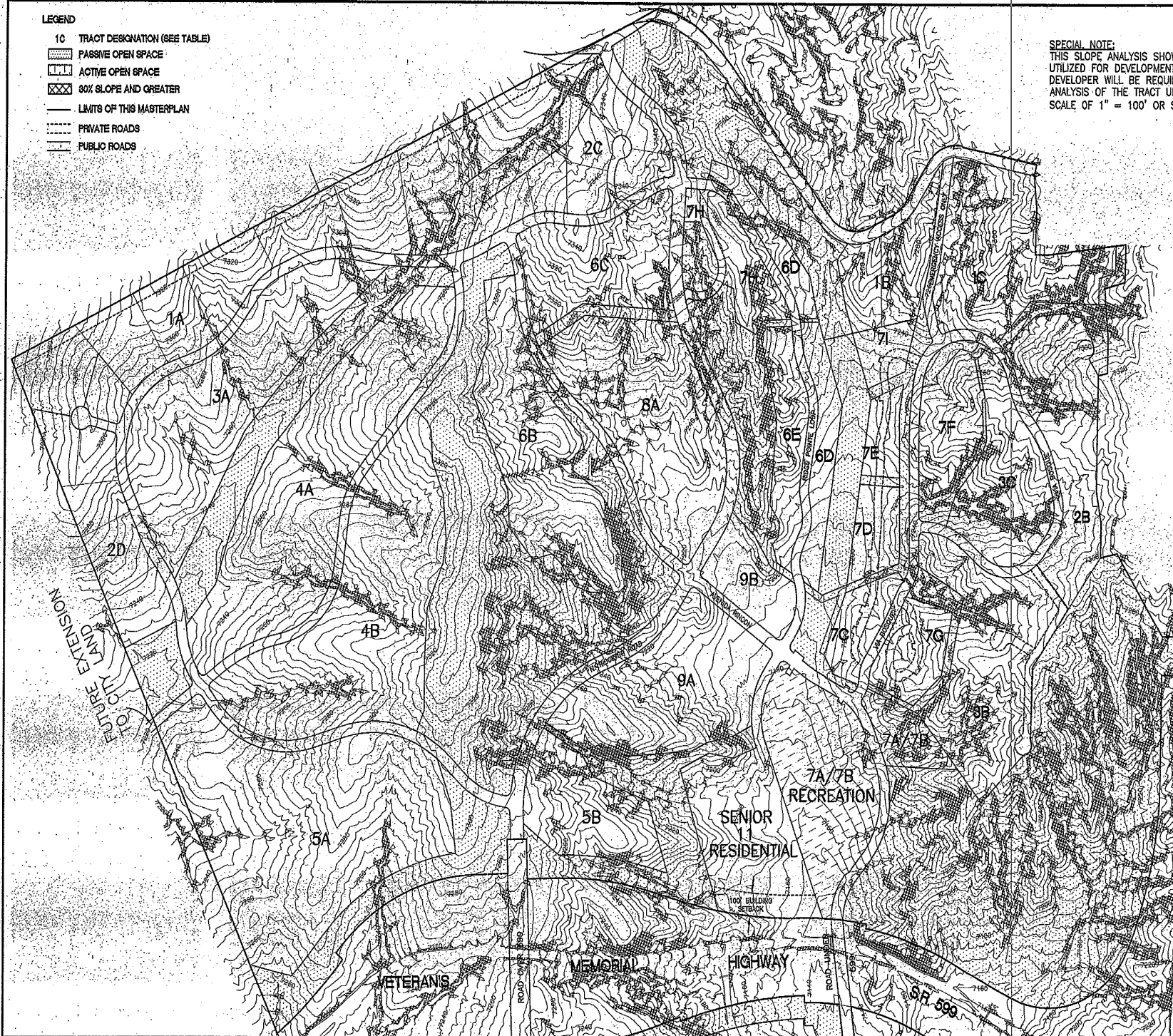
12

\* THIS PHASING PLAN IS AN ESTIMATE OF DEVELOPMENT, WHICH MUST BE ABLE TO RESPOND TO MARKET DEMAND. CONCURRENTLY, APPROVAL OF THIS PHASING PLAN DOES NOT LIMIT PROCEEDING WITH THE NEXT PHASE PRIOR TO FULL DEVELOPMENT OF AN EARLIER PHASE. PHASE 2 IS ANTICIPATED TO OCCUR WITHIN 2 TO 3 YEARS, AND PHASE 3 TO OCCUR WITHIN 4 TO 5 YEARS.

**LEGEND**

- 1C TRACT DESIGNATION (SEE TABLE)
-  PASSIVE OPEN SPACE
-  ACTIVE OPEN SPACE
-  30% SLOPE AND GREATER
-  LIMITS OF THIS MASTERPLAN
-  PRIVATE ROADS
-  PUBLIC ROADS

**SPECIAL NOTE:**  
 THIS SLOPE ANALYSIS SHOWN HEREON IS NOT TO BE UTILIZED FOR DEVELOPMENT PROCESSING. EACH TRACT DEVELOPER WILL BE REQUIRED TO PREPARE A SLOPE ANALYSIS OF THE TRACT UNDER DEVELOPMENT AT A SCALE OF 1" = 100' OR SMALLER, I.E. 1"=50'.



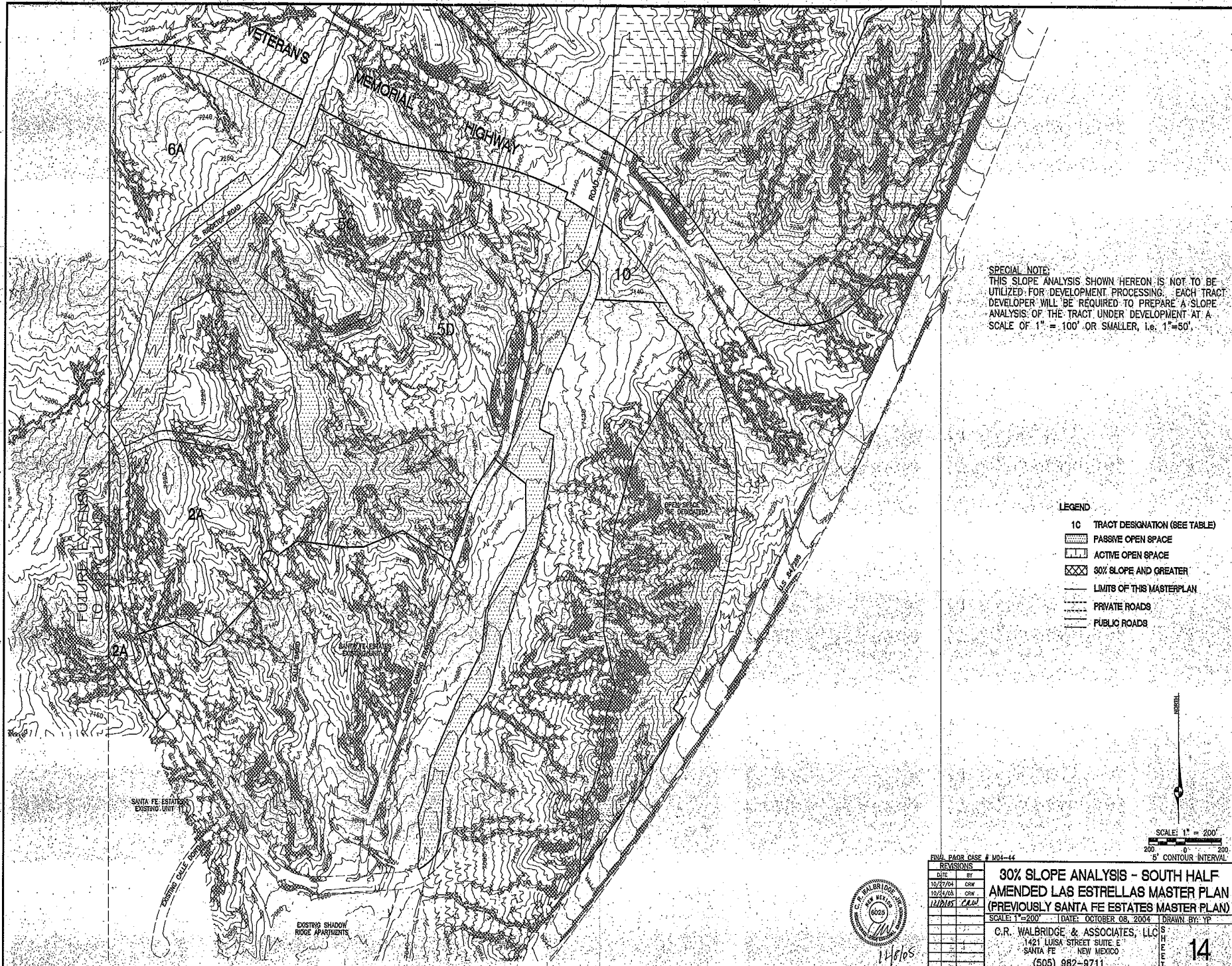
**30% SLOPE ANALYSIS - NORTH HALF AMENDED LAS ESTRELLAS MASTER PLAN (PREVIOUSLY SANTA FE ESTATES MASTER PLAN)**

SCALE: 1" = 200' DATE: OCTOBER 08, 2004 DRAWN BY: JF

C.R. WALKER & ASSOCIATES, L.L.C.  
 SANTA FE, NEW MEXICO  
 (505) 982-8711

DATE	BY	DESCRIPTION
10/08/04	JF	PREPARED
10/15/04	JF	REVISED

**13**



**SPECIAL NOTE:**  
 THIS SLOPE ANALYSIS SHOWN HEREON IS NOT TO BE UTILIZED FOR DEVELOPMENT PROCESSING. EACH TRACT DEVELOPER WILL BE REQUIRED TO PREPARE A SLOPE ANALYSIS OF THE TRACT UNDER DEVELOPMENT AT A SCALE OF 1" = 100' OR SMALLER, I.E. 1"=50'.

- LEGEND**
- 1C TRACT DESIGNATION (SEE TABLE)
  - [Pattern] PASSIVE OPEN SPACE
  - [Pattern] ACTIVE OPEN SPACE
  - [Pattern] 30% SLOPE AND GREATER
  - LIMITS OF THIS MASTERPLAN
  - PRIVATE ROADS
  - PUBLIC ROADS



FINAL PAPER CASE # M01-14	
REVISIONS	
DATE	BY
10/27/04	CRW
10/28/04	CRW
11/18/04	CRW
SCALE: 1"=200' DATE: OCTOBER 08, 2004 DRAWN BY: YP	
<b>30% SLOPE ANALYSIS - SOUTH HALF</b> <b>AMENDED LAS ESTRELLAS MASTER PLAN</b> <b>(PREVIOUSLY SANTA FE ESTATES MASTER PLAN)</b>	
C.R. WALBRIDGE & ASSOCIATES, LLC 1421 LUISA STREET SUITE E SANTA FE NEW MEXICO (505) 982-9711	

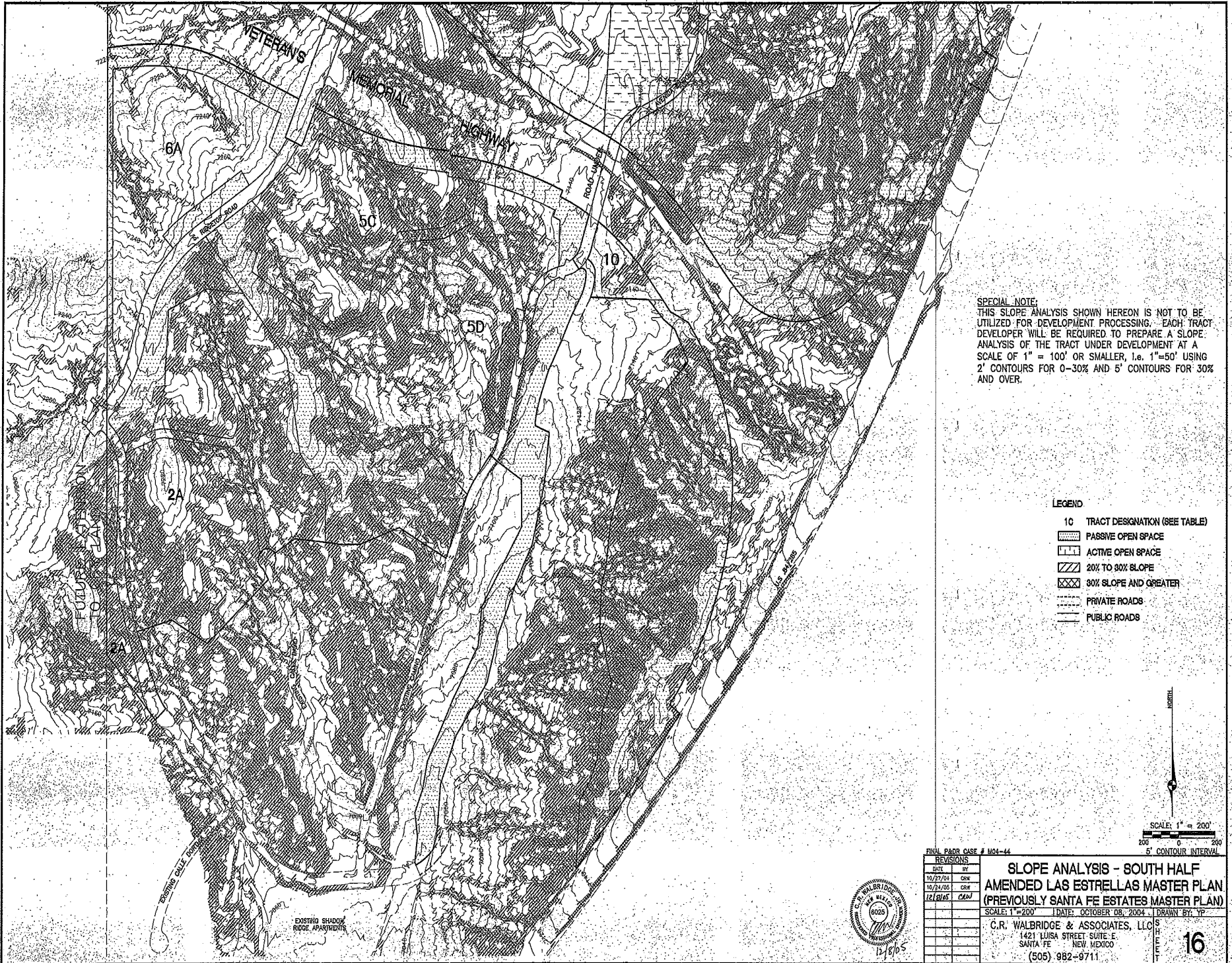


11/10/05

14

06-57

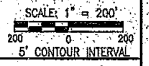




**SPECIAL NOTE:**  
 THIS SLOPE ANALYSIS SHOWN HEREON IS NOT TO BE UTILIZED FOR DEVELOPMENT PROCESSING. EACH TRACT DEVELOPER WILL BE REQUIRED TO PREPARE A SLOPE ANALYSIS OF THE TRACT UNDER DEVELOPMENT AT A SCALE OF 1" = 100' OR SMALLER, I.E. 1"=50' USING 2' CONTOURS FOR 0-30% AND 5' CONTOURS FOR 30% AND OVER.

**LEGEND**

- 10 TRACT DESIGNATION (SEE TABLE)
- [Stippled pattern] PASSIVE OPEN SPACE
- [Diagonal lines /] ACTIVE OPEN SPACE
- [Diagonal lines \] 20% TO 30% SLOPE
- [Cross-hatched pattern] 30% SLOPE AND GREATER
- [Dashed line] PRIVATE ROADS
- [Solid line] PUBLIC ROADS



FINN PARK CASE # M04-44

REVISIONS	
DATE	BY
10/27/04	CRF
10/24/05	CRF
12/01/05	CAJ

**SLOPE ANALYSIS - SOUTH HALF  
 AMENDED LAS ESTRELLAS MASTER PLAN  
 (PREVIOUSLY SANTA FE ESTATES MASTER PLAN)**

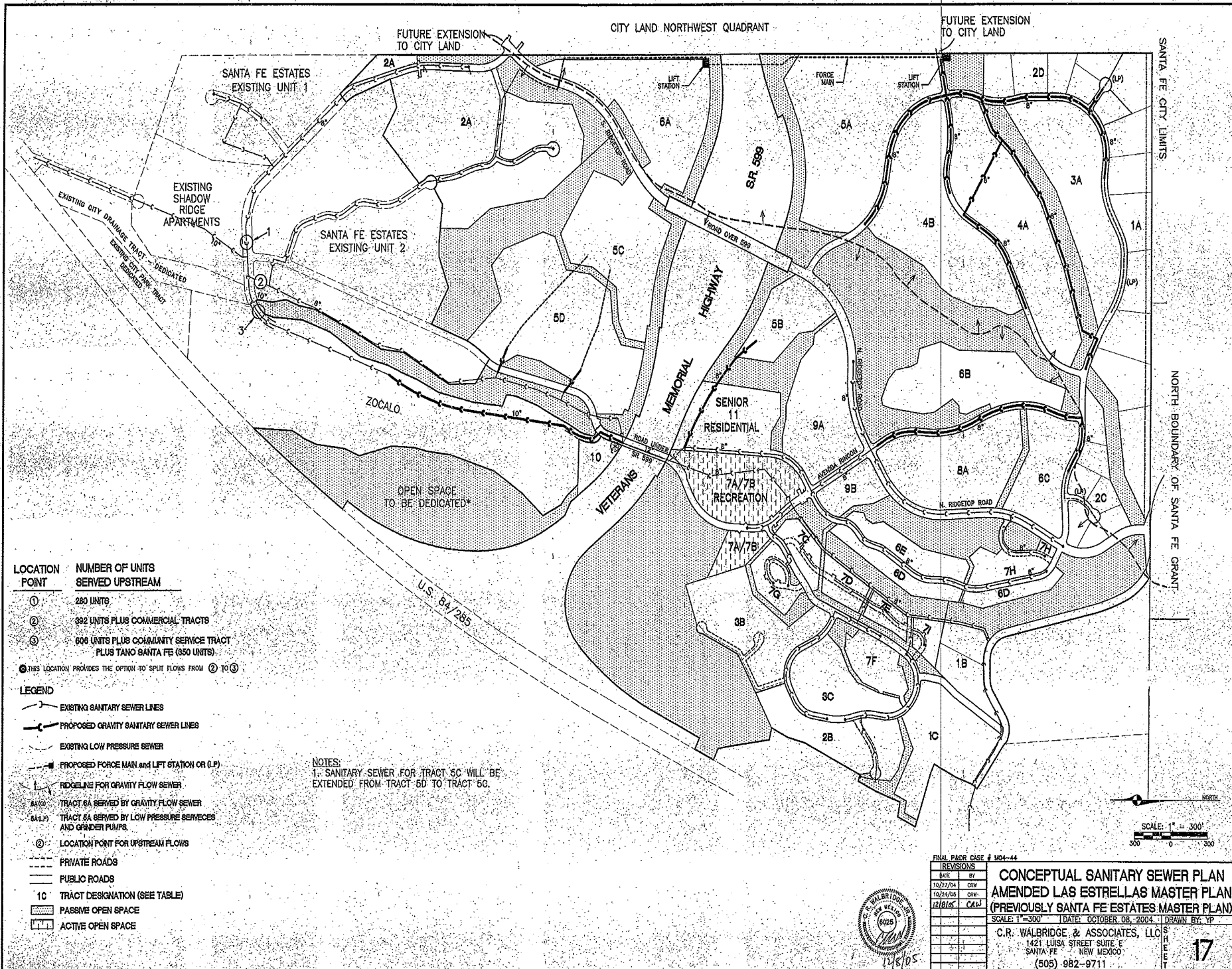
SCALE: 1"=200' | DATE: OCTOBER 08, 2004 | DRAWN BY: YP

C.R. WALBRIDGE & ASSOCIATES, L.L.C.  
 1421 LUISA STREET SUITE E  
 SANTA FE NEW MEXICO  
 (505) 982-9711



16

06-57



LOCATION POINT	NUMBER OF UNITS SERVED UPSTREAM
①	280 UNITS
②	392 UNITS PLUS COMMERCIAL TRACTS
③	606 UNITS PLUS COMMUNITY SERVICE TRACT PLUS TANO SANTA FE (650 UNITS)
④	THIS LOCATION PROVIDES THE OPTION TO SPLIT FLOWS FROM ② TO ③

- LEGEND**
- - - EXISTING SANITARY SEWER LINES
  - - - PROPOSED GRAVITY SANITARY SEWER LINES
  - - - EXISTING LOW PRESSURE SEWER
  - - - PROPOSED FORCE MAIN and LIFT STATION OR (LP)
  - - - RIDGELINE FOR GRAVITY FLOW SEWER
  - BA(C) TRACT 6A SERVED BY GRAVITY FLOW SEWER
  - BA(LP) TRACT 6A SERVED BY LOW PRESSURE SERVICES AND GRINDER PUMPS
  - ② LOCATION POINT FOR UPSTREAM FLOWS
  - - - PRIVATE ROADS
  - - - PUBLIC ROADS
  - 1C TRACT DESIGNATION (SEE TABLE)
  - PASSIVE OPEN SPACE
  - ACTIVE OPEN SPACE

**NOTES:**  
 1. SANITARY SEWER FOR TRACT 5C WILL BE EXTENDED FROM TRACT 5D TO TRACT 5C.

SCALE: 1" = 300'  
 300 0 300

FINAL P&ID CASE # M04-44

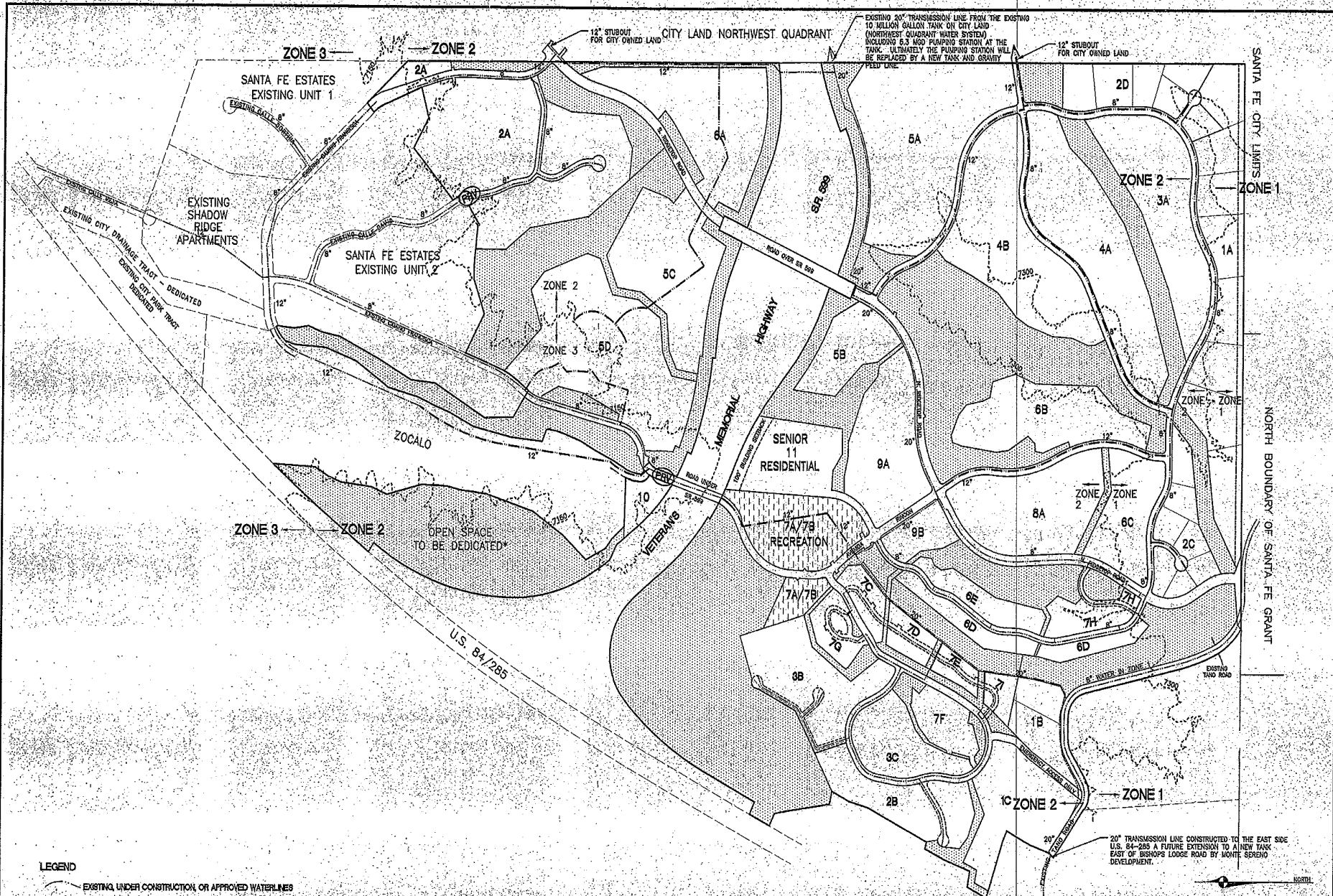
REVISIONS	
6/25/04	BY
10/27/04	CRW
10/24/05	CRW
12/16/06	CRW

**CONCEPTUAL SANITARY SEWER PLAN**  
**AMENDED LAS ESTRELLAS MASTER PLAN**  
**(PREVIOUSLY SANTA FE ESTATES MASTER PLAN)**  
 SCALE: 1"=300' DATE: OCTOBER 08, 2004 DRAWN BY: YP

C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET SUITE E  
 SANTA FE NEW MEXICO  
 (505) 982-9711

12/8/05

17



**LEGEND**

- EXISTING, UNDER CONSTRUCTION, OR APPROVED WATERLINES
- PROPOSED DISTRIBUTION WATERLINES
- WATER PRESSURE ZONE LINE
- PRESSURE REGULATOR VALVE
- PRIVATE ROADS
- PUBLIC ROADS
- TRACT DESIGNATION (SEE TABLE)
- PASSIVE OPEN SPACE
- ACTIVE OPEN SPACE

20" TRANSMISSION LINE CONSTRUCTED TO THE EAST SIDE U.S. 84-285 A FUTURE EXTENSION TO A NEW TANK EAST OF SIGNOR'S LODGE ROAD BY MONTE SPENDO DEVELOPMENT.

SCALE: 1" = 300'  
300 0 300

FINAL PADR CASE # 4164-14

REVISIONS	
DATE	BY
10/27/04	CPW
10/24/05	CPW
10/21/05	ALW

**CONCEPTUAL WATER PLAN**  
**AMENDED LAS ESTRELLAS MASTER PLAN**  
 (PREVIOUSLY SANTA FE ESTATES MASTER PLAN)  
 SCALE: 1" = 300' | DATE: OCTOBER 08, 2004 | DRAWN BY: YP  
 C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET SUITE E  
 SANTA FE NEW MEXICO  
 (505) 982-9711








S:\proj\14\_5m\1405\14\_05\1405\_00\_000.dwg, 12/20/05 8:02:14 AM, YP



NOTES:  
 1. NO CENTRALIZED OR INDIVIDUAL DRAINAGE DETENTION PONDS SHALL BE LOCATED WITHIN ANY DRAINAGE COURSE IDENTIFIED AS WITHIN THE FLOOD ZONE OF THE 1% CHANGE STORM EVENT AS IDENTIFIED BY EITHER FEMA OR INDIVIDUAL DRAINAGE STUDY.  
 2. SEE SHEET 5 FOR DRAINAGE VISION STATEMENT.

**LEGEND**

-  EXISTING OR APPROVED DETENTION POND
-  PROPOSED CENTRALIZED DETENTION POND FOR COMMERCIAL AREAS, ROAD NETWORK AND ON LOT DEVELOPMENT
-  DRAINAGE RIDGELINE
-  EXISTING MAJOR DRAINAGE AND DIRECTION OF FLOW
-  100 YEAR FLOOD PLAN, ARROYO RINCON (FLOOD INSURANCE MAP)

FINN P&S CASE # 104-44

REVISIONS	
DATE	BY
10/27/04	CRW
10/28/05	CRW
12/18/05	CRW

**CONCEPTUAL DRAINAGE PLAN**  
**AMENDED LAS ESTRELLAS MASTER PLAN**  
 (PREVIOUSLY SANTA FE ESTATES MASTER PLAN)

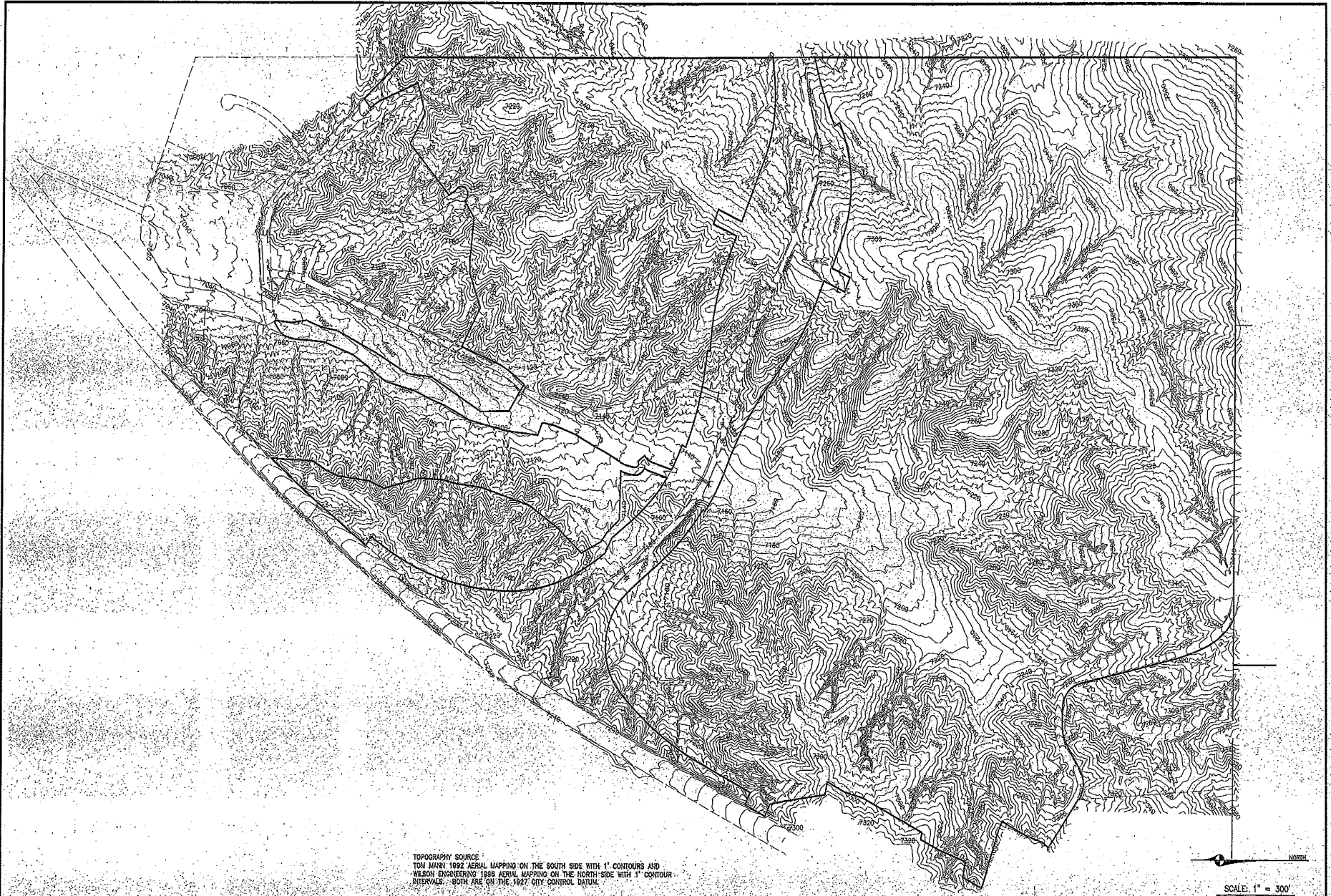
SCALE: 1"=300' | DATE: OCTOBER 08, 2004 | DRAWN BY: YP

C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET SUITE E  
 SANTA FE NEW MEXICO  
 (505) 982-9711

19



06-57



TOPOGRAPHY SOURCE:  
 TOM JARRY 1992 AERIAL MAPPING ON THE SOUTH SIDE WITH 1' CONTOURS AND  
 WILSON ENGINEERING 1998 AERIAL MAPPING ON THE NORTH SIDE WITH 4' CONTOUR  
 INTERVALS - SOUTH SIDE ON THE 1927 CITY CONTROL DATUM.

SCALE: 1" = 300'  
 300' 0' 300'  
 5' CONTOUR INTERVAL

FINAL P&DR CASE # 1004-44

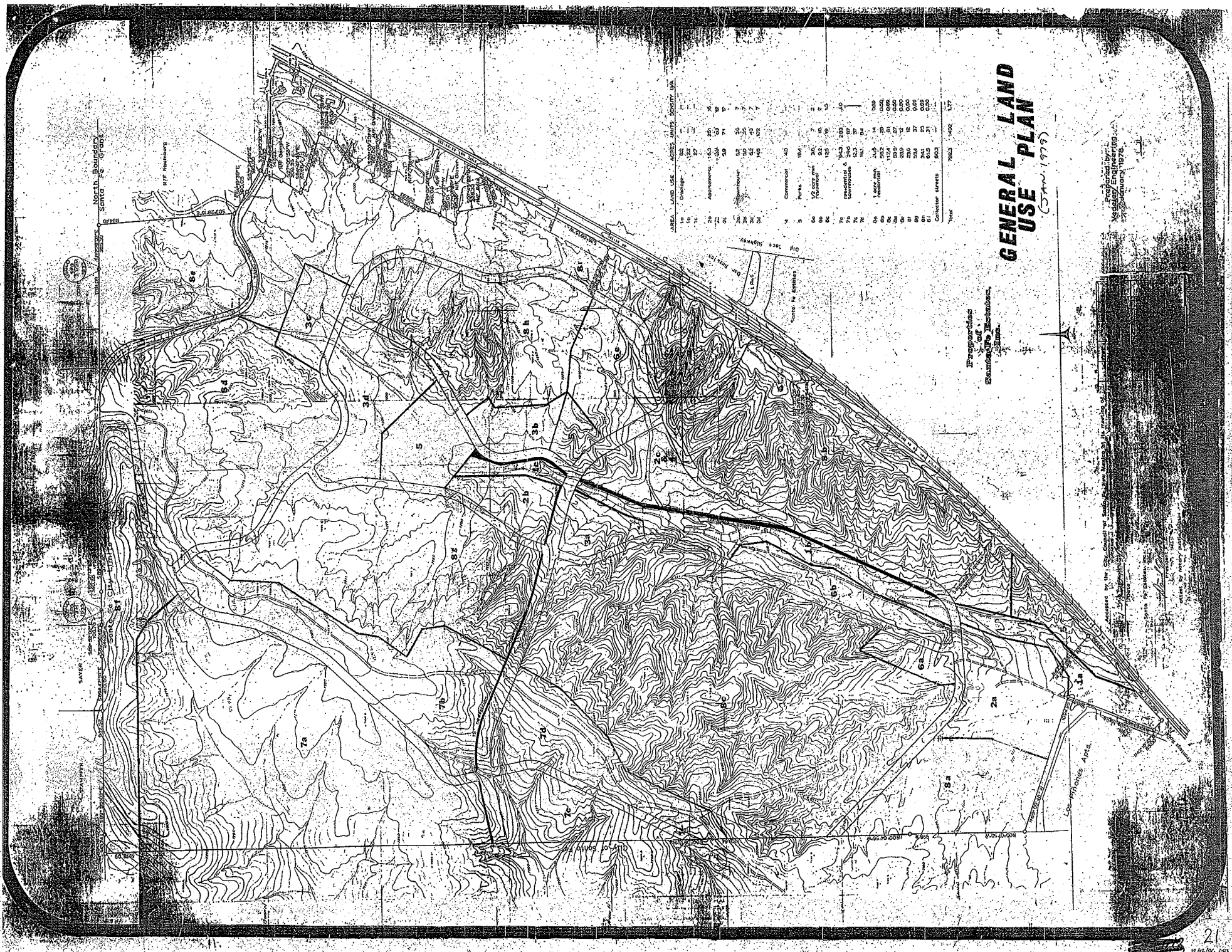
REVISIONS	
DATE	BY
10/27/04	CWB
10/24/02	CWB
12/8/05	YPA



**EXISTING TOPOGRAPHY**  
**AMENDED LAS ESTRELLAS MASTER PLAN**  
 (PREVIOUSLY SANTA FE ESTATES MASTER PLAN)  
 SCALE: 1"=300' | DATE: OCTOBER 08, 2004 | DRAWN BY: YP  
 C.R. WALBRIDGE & ASSOCIATES, LLC  
 1421 LUISA STREET SUITE E  
 SANTA FE NEW MEXICO  
 (505) 982-9711

20

06-57



AREA	LAND USE	ACRES	AVIATION	COMMUNITY	AV.
1a	Commercial	100	100	100	100
2a	Office	100	100	100	100
3a	Industrial	100	100	100	100
4a	Warehouse	100	100	100	100
5a	Manufacturing	100	100	100	100
6a	Heavy Industrial	100	100	100	100
7a	Medium Density Residential	100	100	100	100
8a	Low Density Residential	100	100	100	100
9a	Single-Family Residential	100	100	100	100
10a	Neighborhood Commercial	100	100	100	100
11a	Community Office	100	100	100	100
12a	Community Industrial	100	100	100	100
13a	Community Warehouse	100	100	100	100
14a	Community Manufacturing	100	100	100	100
15a	Community Heavy Industrial	100	100	100	100
16a	Community Medium Density Residential	100	100	100	100
17a	Community Low Density Residential	100	100	100	100
18a	Community Single-Family Residential	100	100	100	100
19a	Community Neighborhood Commercial	100	100	100	100
20a	Community Office	100	100	100	100
21a	Community Industrial	100	100	100	100
22a	Community Warehouse	100	100	100	100
23a	Community Manufacturing	100	100	100	100
24a	Community Heavy Industrial	100	100	100	100
25a	Community Medium Density Residential	100	100	100	100
26a	Community Low Density Residential	100	100	100	100
27a	Community Single-Family Residential	100	100	100	100
28a	Community Neighborhood Commercial	100	100	100	100
29a	Community Office	100	100	100	100
30a	Community Industrial	100	100	100	100
31a	Community Warehouse	100	100	100	100
32a	Community Manufacturing	100	100	100	100
33a	Community Heavy Industrial	100	100	100	100
34a	Community Medium Density Residential	100	100	100	100
35a	Community Low Density Residential	100	100	100	100
36a	Community Single-Family Residential	100	100	100	100
37a	Community Neighborhood Commercial	100	100	100	100
38a	Community Office	100	100	100	100
39a	Community Industrial	100	100	100	100
40a	Community Warehouse	100	100	100	100
41a	Community Manufacturing	100	100	100	100
42a	Community Heavy Industrial	100	100	100	100
43a	Community Medium Density Residential	100	100	100	100
44a	Community Low Density Residential	100	100	100	100
45a	Community Single-Family Residential	100	100	100	100
46a	Community Neighborhood Commercial	100	100	100	100
47a	Community Office	100	100	100	100
48a	Community Industrial	100	100	100	100
49a	Community Warehouse	100	100	100	100
50a	Community Manufacturing	100	100	100	100
51a	Community Heavy Industrial	100	100	100	100
52a	Community Medium Density Residential	100	100	100	100
53a	Community Low Density Residential	100	100	100	100
54a	Community Single-Family Residential	100	100	100	100
55a	Community Neighborhood Commercial	100	100	100	100
56a	Community Office	100	100	100	100
57a	Community Industrial	100	100	100	100
58a	Community Warehouse	100	100	100	100
59a	Community Manufacturing	100	100	100	100
60a	Community Heavy Industrial	100	100	100	100
61a	Community Medium Density Residential	100	100	100	100
62a	Community Low Density Residential	100	100	100	100
63a	Community Single-Family Residential	100	100	100	100
64a	Community Neighborhood Commercial	100	100	100	100
65a	Community Office	100	100	100	100
66a	Community Industrial	100	100	100	100
67a	Community Warehouse	100	100	100	100
68a	Community Manufacturing	100	100	100	100
69a	Community Heavy Industrial	100	100	100	100
70a	Community Medium Density Residential	100	100	100	100
71a	Community Low Density Residential	100	100	100	100
72a	Community Single-Family Residential	100	100	100	100
73a	Community Neighborhood Commercial	100	100	100	100
74a	Community Office	100	100	100	100
75a	Community Industrial	100	100	100	100
76a	Community Warehouse	100	100	100	100
77a	Community Manufacturing	100	100	100	100
78a	Community Heavy Industrial	100	100	100	100
79a	Community Medium Density Residential	100	100	100	100
80a	Community Low Density Residential	100	100	100	100
81a	Community Single-Family Residential	100	100	100	100
82a	Community Neighborhood Commercial	100	100	100	100
83a	Community Office	100	100	100	100
84a	Community Industrial	100	100	100	100
85a	Community Warehouse	100	100	100	100
86a	Community Manufacturing	100	100	100	100
87a	Community Heavy Industrial	100	100	100	100
88a	Community Medium Density Residential	100	100	100	100
89a	Community Low Density Residential	100	100	100	100
90a	Community Single-Family Residential	100	100	100	100
91a	Community Neighborhood Commercial	100	100	100	100
92a	Community Office	100	100	100	100
93a	Community Industrial	100	100	100	100
94a	Community Warehouse	100	100	100	100
95a	Community Manufacturing	100	100	100	100
96a	Community Heavy Industrial	100	100	100	100
97a	Community Medium Density Residential	100	100	100	100
98a	Community Low Density Residential	100	100	100	100
99a	Community Single-Family Residential	100	100	100	100
100a	Community Neighborhood Commercial	100	100	100	100
Total		7063	4000	137	

# GENERAL LAND USE PLAN

(JAN. 1979)

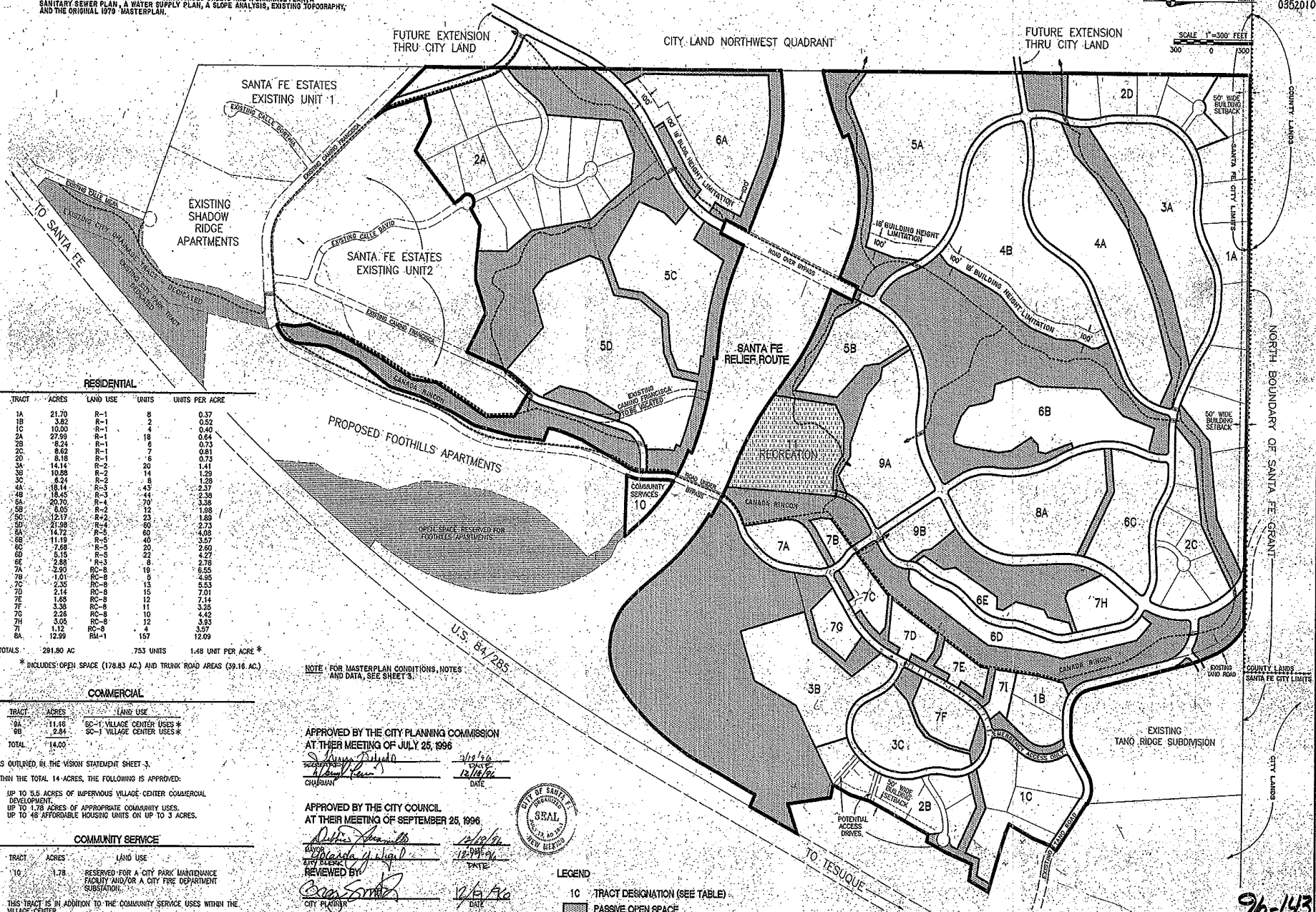
Prepared by  
 City of  
 Planning Department  
 January 1979

Approved by the City Council  
 January 1979

NOTE: THIS MASTERPLAN IS COMPRISED OF 19 SHEETS, SHEETS 1 THRU 9 ARE RECORDED AT THE SANTA FE COUNTY COURTHOUSE, SHEETS 10 THRU 19 ARE ON FILE AT THE SANTA FE CITY PLAT ROOM. EXCLUDED ON THESE UNRECORDED SHEETS ARE A DRAINAGE PLAN, A SANITARY SEWER PLAN, A WATER SUPPLY PLAN, A SLOPE ANALYSIS, EXISTING TOPOGRAPHY, AND THE ORIGINAL 1979 MASTERPLAN.

SCALE 1"=300' FEET  
300 0 300

0352010



**RESIDENTIAL**

TRACT	ACRES	LAND USE	UNITS	UNITS PER ACRE
1A	21.70	R-1	8	0.37
1B	3.82	R-1	2	0.52
1C	10.00	R-1	4	0.40
2A	27.99	R-1	18	0.64
2B	8.24	R-1	6	0.73
2C	8.62	R-1	7	0.81
2D	8.18	R-1	6	0.73
3A	14.14	R-1	9	0.64
3B	10.58	R-2	14	1.29
3C	5.24	R-2	8	1.52
4A	18.44	R-3	43	2.33
4B	18.45	R-3	44	2.38
4C	20.70	R-4	70	3.38
5A	6.05	R-2	12	1.98
5B	12.17	R-2	23	1.89
5C	10.28	R-2	20	1.94
5D	14.72	R-5	60	4.08
5E	11.19	R-5	40	3.57
6A	7.08	R-5	20	2.83
6B	5.15	R-5	22	4.27
6C	2.88	R-5	8	2.78
6D	2.90	R-5	8	2.75
6E	1.01	RC-8	5	4.95
6F	2.35	RC-8	13	5.53
6G	2.14	RC-8	15	7.01
6H	1.63	RC-8	12	7.34
6I	1.52	RC-8	11	7.27
6J	2.28	RC-8	10	4.42
6K	3.05	RC-8	12	3.83
6L	1.12	RC-8	4	3.57
6M	12.99	RM-1	157	12.09
TOTALS	291.80 AC		753 UNITS	1.48 UNIT PER ACRE*

\* INCLUDES OPEN SPACE (178.83 AC) AND TRUNK ROAD AREAS (59.16 AC.)

**COMMERCIAL**

TRACT	ACRES	LAND USE
8A	11.46	SC-1 VILLAGE CENTER USES*
9B	2.81	SC-1 VILLAGE CENTER USES*
TOTAL	14.27	

AS OUTLINED IN THE VISION STATEMENT SHEET 3.  
WITHIN THE TOTAL 14 ACRES, THE FOLLOWING IS APPROVED:  
1. UP TO 3.5 ACRES OF IMPERVIOUS VILLAGE CENTER COMMERCIAL DEVELOPMENT.  
2. UP TO 1.75 ACRES OF APPROPRIATE COMMUNITY USES.  
3. UP TO 48 AFFORDABLE HOUSING UNITS ON UP TO 3 ACRES.

**COMMUNITY SERVICE**

TRACT	ACRES	LAND USE
10	1.78	RESERVED FOR A CITY PARK MAINTENANCE FACILITY AND/OR A CITY FIRE DEPARTMENT SUBSTATION.

THIS TRACT IS IN ADDITION TO THE COMMUNITY SERVICE USES WITHIN THE VILLAGE CENTER.

**OPEN SPACE**

ACTIVE	10.03 AC. (RECREATION - TRACT 11)
PASSIVE	168.80 AC.
TOTAL	178.83 AC. = 34.03%
TOTAL PROJECT ACREAGE	= 525.57 AC.

NOTE: FOR MASTERPLAN CONDITIONS, NOTES AND DATA, SEE SHEETS 1-3.

APPROVED BY THE CITY PLANNING COMMISSION AT THEIR MEETING OF JULY 25, 1996

*S. Ann... 11/19/96*  
*Alfred... 12/18/96*  
DATE

APPROVED BY THE CITY COUNCIL AT THEIR MEETING OF SEPTEMBER 25, 1996

*Arthur... 12/18/96*  
*Marjorie... 12/18/96*  
DATE

REVIEWED BY  
*Chris... 12/18/96*  
DATE

*Robert C. Schulz 12/18/96*  
CITY SUBDIVISION ENGINEER DATE



- LEGEND**
- 1C TRACT DESIGNATION (SEE TABLE)
  - PASSIVE OPEN SPACE
  - ACTIVE OPEN SPACE
  - TRAIL NETWORK
  - LIMITS OF THIS MASTERPLAN



**SANTA FE ESTATES MASTERPLAN**  
DECEMBER 13, 1996

DESIGNED BY: LILLY PLANNING ASSOC.  
P.O. BOX 1761  
SANTA FE, N.M. 87501  
(505) 983-1134

SELECTED BY: C.R. WALBRIDGE & ASSOCIATES  
1421 LUNA STREET SUITE  
SANTA FE, NEW MEXICO  
(505) 982-9711

DATE: OCT 11, 1996

96-143



# City of Santa Fe, New Mexico

## Memorandum



**Date:** January 11, 2023

**To:** Finance Committee and Governing Body

**From:** Lee Logston, Midtown Asset Development Manager *Lee Logston 1/11/23*

**Via:** Rich Brown, Director – Community and Economic Development

**RE:** Resolution Adopting the Midtown Community Development Plan

---

### **EXECUTIVE SUMMARY:**

The Resolution adopts the Midtown Community Development Plan, the policy companion to the Midtown Master Plan. The Midtown Moving Forward Resolution, Resolution No. 2022-12, directed staff to prepare both the Master Plan and Community Development Plan through a robust community engagement process. The Community Development Plan was created out of the community engagement process on which the City partnered with the University of New Mexico School of Architecture and Planning (“DPAC”) and the Midtown Engagement Partners (“MEPs”). Adoption of the Community Development Plan will ensure that public policy goals are met as the Midtown Site redevelops.

### **BACKGROUND:**

Midtown Moving Forward Resolution No. 2022-12 directed the City Manager to pursue certain actions for the reuse and redevelopment of the Midtown Site, including a General Plan Amendment and rezoning, and preparation of a Master Plan and companion Community Development Plan. The Master Plan establishes the regulatory framework for redevelopment of the Site. The Planning Commission reviewed the Master Plan on October 20, 2022, and gave unanimous recommendation for approval of the Master Plan and all associated applications.

The Community Development Plan establishes redevelopment policies for the Midtown Site as expressed by residents throughout a community engagement process, which began in 2018 and continues to the present. Numerous community non-profits and organizations have been involved in this effort. Community aspirations for the Midtown Site are expressed in the Community Development Plan.

The adoption of the Community Development Plan puts the City into the Implementation Phase of the Midtown Redevelopment Project. The Governing Body has approved the Master Plan, rezoning, and related actions on November 30. Subsequently, the City issued three RFPs for the redevelopment of Midtown Legacy Buildings as part of the initial Phase I development, including the Visual Arts Center, Garson Performing Arts Center, and the Garson Film Production Studio. Staff anticipate issuing an RFP for the development of an affordable housing parcel later this year. The key next steps focus on the next 2 1/2 years, which is the timeframe of the FIR. Specifically,



# City of Santa Fe, New Mexico

## Memorandum



design and engineering of spine infrastructure for Phase 1 development; demolition of deteriorated buildings; evaluating the establishment of an MRA; evaluating development proposals and negotiating Exclusive Negotiation Agreements (ENA) with private developers; and securing funding resources, including assessing the feasibility of bond financing for redevelopment and infrastructure improvements. The FIR provides staff's early cost estimates for these critical activities. These costs will evolve and become more accurate as design and bidding processes are undertaken during this Implementation Phase. Ultimately, the Governing Body will be presented with and vote on contracts for Midtown investments and agreements for redevelopment and property disposition.

In FY2024, \$2 Million legislative appropriation will be available. FY 2023 revenue: Midtown land swap (\$5 Million). The RFP for the Garson Production Studios is currently underway with proceeds anticipated in July 2024 (\$10 Million). Other revenue sources anticipated include ICIP Funds (\$10M requested for FY2024) and initial land sales at Midtown \$2.5M in FY2025

### **ATTACHMENTS:**

Resolution

Fiscal Impact Report

Exhibit A – Midtown Campus Project

Exhibit B – Midtown Planning Guidelines

Exhibit C – Midtown Public Engagement Report

Exhibit D – Community Development Plan

## FISCAL IMPACT REPORT

**General Information:**

(Check)      **Bill:** \_\_\_\_\_      **Resolution:**   X  

**Short Title(s):** Midtown Community Development Plan

**Sponsor(s):** Mayor Webber

**Reviewing Department(s):** Economic Development Division, Community Development Department

**Staff Completing FIR:** Lee Logston      **Date:** 01/11/23      **Phone:** 505-599-6914

**Reviewed by City Attorney:**       **Date:** Jan 11, 2023

**Reviewed by Finance Director:**   
Emily K. Oster (Jan 11, 2023 17:22 MST)      **Date:** Jan 11, 2023

**Summary:**

The Resolution adopts the Midtown Community Development Plan, the policy companion to the Midtown Master Plan. Midtown Moving Forward Resolution 2022-12 directed staff to prepare both the Master Plan and Community Development Plan through a robust community engagement process. Adoption of the Community Development Plan will ensure that public policy goals are met as the Midtown Site redevelops.

**Departments Affected:**

Community Development Department (Economic Development Division, Land Use and Planning Department, Office of Affordable Housing, and Arts and Culture Division), Public Health and Safety Department (Community Services Division), and the Public Works Department.

**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the direction to adopt a redevelopment framework for the Midtown Site set forth in Resolution 2022-12 will not be met and staff will not have guidance regarding development of the rezoned and master planned site.

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

This Resolution is related to the following Resolutions and Ordinances for the Midtown Site: Resolution amending the General Plan Future Land Use Designation for the Site; Ordinance changing the zoning for the Site; Resolution adopting the Master Plan for the Site; Ordinance amending the text of the Midtown LINC Overlay District.

**Performance and Administrative Implications:**

The Plan includes direction regarding which buildings should be retained and which should be demolished. It also provides staff guidance regarding disposition of properties and affordable housing. It will be the document staff refer to frequently in order to determine how to administer the redevelopment of the Midtown Property.

**Fiscal Implications:**

Continued work towards redevelopment of the Midtown Site will require staff time and resources related to issuance of RFPs, negotiations, and disposition of the property.

**Fiscal Impact**

\_\_\_\_\_ Check here if no fiscal impact

**Expenditures**

<b>Expenditure Type</b>	<b>FYE 23</b>	<b>FYE 24</b>	<b>FYE 25</b>	<b>Require BAR (Y/N)</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>	<b>3-Year Total Cost</b>
Personnel and Benefits*	\$178,200	\$366,300	\$366,300	N	R	Multiple	\$ 910,800
Capital Outlay	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
Contractual/Prof Svcs	\$ 60,000	\$2,755,000	\$4,055,000	N	NR	Multiple	_____
Operating	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ 6,870,000
<b>Total:</b>	<b>\$238,200</b>	<b>\$3,121,300</b>	<b>\$4,421,300</b>				<b>\$ 7,780,800</b>

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

**Expenditure Narrative:**

The adoption of the Community Development Plan officially initiates the Implementation Phase of the Midtown Redevelopment Project. The Governing Body approved the Master Plan, rezoning and related actions on November 30. Three RFPs for initial Phase I development were released. The key steps for the next 2 1/2 years include: design and engineering of spine infrastructure for Phase 1 development; demolition of deteriorated buildings; evaluating the establishment of an MRA; evaluating development proposals and negotiating Exclusive Negotiation Agreements (ENA) with private developers for Phase 1; and, securing additional funding resources. This FIR provides early cost estimates for these critical activities. These costs will evolve and become more accurate as development proposals are received and infrastructure design is undertaken. Ultimately, the Governing Body will be presented with and vote on Midtown investments for redevelopment property disposition. Personnel and Benefits expenditures shown on the FIR are for current FTE that are already included in the City budget. See Exhibit A for a detailed breakdown of FY23, FY24 and FY25 costs. Future impacts are expected to occur in FY26 and other future years.

**Revenue**

<b>Revenue Type</b>	<b>FYE 23</b>	<b>FYE 24</b>	<b>FYE 25</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$5,000,000	\$ _____	NR	TBD
CIP	\$ _____	\$2,000,000	\$ _____	NR	TBD
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust/Agency/Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$10,000,000	NR	TBD
<b>Total</b>	<b>\$ _____</b>	<b>\$ 7,000,000</b>	<b>\$ 10,000,000</b>		

**Revenue Narrative:**

In FY24, \$2M in legislative appropriations are expected to be available. FY 2024 anticipated revenue: Midtown land swap (\$5M, estimated). The RFP for the Garson Production Studios is currently underway with proceeds anticipated in July 2024 (\$10M, estimated). Other revenue sources anticipated but not yet confirmed include; ICIP Funds (\$10M requested for FY24), and initial land sales at Midtown (\$2.5M anticipated in FY25).

**Exhibit A – Expenditure Narrative Breakdown**

	FYE 23	FYE 24	FYE 25
<b>Estimated Personnel and Benefits</b>			
Public Works (Manage owner rep contracts, demolition, infrastructure development)	650	1500	1500
City Attorney (Review RFPs, Selection, ENAs, MRA investigation)	260	1040	1040
Community Development* (RFP development/support, contract management)	2330	4120	4120
Total Staff Hours	3240	6660	6660
<b>Estimated Staff time in dollars (@ \$55/hour)</b>	<b>\$ 178,200</b>	<b>\$ 366,300</b>	<b>\$ 366,300</b>
<b>Estimated Contract Costs/Professional Services Costs</b>			
Public Works (owner rep, engineering, demolition, remediation)		\$2,250,000	\$3,500,000
City Attorney (outside counsel for MRA investigation, ENAs)		\$250,000	\$250,000
Community Development (MRA investigation, neighborhood stabilization, development review, asset management, redevelopment program management, community engagement)	\$60,000	\$255,000	\$305,000
<b>Total Midtown Redevelopment Est. Contract Costs</b>	<b>\$ 60,000</b>	<b>\$ 2,755,000</b>	<b>\$ 4,055,000</b>

\*Includes: Affordable Housing, Land Use, Asset Management, Arts+Culture

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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2022-\_\_**

**INTRODUCED BY:**

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Amanda Chavez

**A RESOLUTION**

**ADOPTING THE MIDTOWN COMMUNITY DEVELOPMENT PLAN FOR THE  
MIDTOWN REDEVELOPMENT PROJECT.**

**WHEREAS**, the Governing Body adopted the Midtown Planning Guidelines in Resolution No. 2018-54; and

**WHEREAS**, the Midtown Planning Guidelines described the planning and implementation phases of redeveloping the land formally known as the College of Santa Fe and the Santa Fe University of Art and Design; and

**WHEREAS**, the Midtown Planning Guidelines provided that the planning and implementation phases honored certain principles, preferred uses, and non-preferred uses for the Midtown Site to catalyze redevelopment and also continue to promote social equity and sustainability; and

**WHEREAS**, the Guidelines contemplated a “Concept Phase” which was market research, idea generation and concept development work that would culminate in strategic planning guidelines for the next stage; and

1           **WHEREAS**, the City began the Concept Phase in 2018 to provide opportunities for the  
2 public to create a vision and concept for the future of the Midtown Site, the results of which are  
3 summarized in the “Midtown Campus Project – Final Report” dated July 2018 and adopted by  
4 Resolution No. 2018-54, attached as Exhibit A; and

5           **WHEREAS**, the Concept Phase culminated in August 2018 with the publication of the  
6 “Midtown Planning Guidelines” that the Governing Body approved by adoption of Resolution No.  
7 2018-54, attached as Exhibit B; and

8           **WHEREAS**, the City contracted with the University of New Mexico School of  
9 Architecture and Planning–Design and Planning Assistance Center (“UNM DPAC”) to bring its  
10 academic perspective and experience to developing processes that recognize and leverage local  
11 community expertise by enlisting collaboration among local organizations, called the Midtown  
12 Engagement Partners (MEPs”); and

13           **WHEREAS**, the MEPs community-led public engagement effort and outcomes are  
14 summarized in the Midtown Public Engagement Report dated April 2022, which was coauthored  
15 by DPAC and the Midtown Engagement Partners, and attached as Exhibit C; and

16           **WHEREAS**, the Planning Phase established in Resolution No. 2018-54 began in 2021 and  
17 included City-hosted public planning sessions supported by community organizations, with the  
18 goal of developing an actionable set of recommendations to inform the Midtown Community  
19 Development Plan and Midtown Master Plan; and

20           **WHEREAS**, in Resolution No. 2022-12, the Governing Body identified adopting a  
21 community development plan as a next step; and

22           **WHEREAS**, staff has prepared the attached Community Development Plan, which is  
23 founded on the principles of equitable and sustainable development and is informed by engagement  
24 with the public over the course of several years.

25           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**

1 CITY OF SANTA FE that the Community Development Plan represents the culmination of  
2 several years of planning with the public, city staff, and elected officials.

3 BE IT FURTHER RESOLVED that the attached Midtown Community Development  
4 Plan, attached as Exhibit D, is the policy companion to the Midtown Master Plan, and describes  
5 the public’s policy objectives guided by the four elements of sustainability: environment, equity,  
6 economy, and culture.

7 BE IT FURTHER RESOLVED that the Governing Body adopts the Midtown  
8 Community Development Plan as the policy for redevelopment of the Midtown Site.

9 PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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\_\_\_\_\_  
ALAN WEBBER, MAYOR

ATTEST:

\_\_\_\_\_  
KRISTINE MIHELIC, CITY CLERK

APPROVED AS TO FORM:

*Marcos Martinez*  
FRANK McSHERRY, CITY ATTORNEY

# **Midtown Campus Project Final Report**

**July 2018**

# Table of contents

- **Introduction & Project Timeline**
- Summary & Opportunity
- Kick Off
- Collection Phase I
- Collection Phase II
- Visualization Phase
- Evaluation Phase
- Appendix

## Introduction to the Midtown Campus Project Report

The Midtown Campus Project is the public engagement process representing the core of the first stage of a three stage process to redevelop the property commonly referred to as Santa Fe University of Art and Design or the College of Santa Fe (“Property”).

The three stages are:

- (a) **Concept Stage** which was the market research, idea generation and concept development work done during the Midtown Campus Project that culminates in strategic, planning guidelines for the next stage,
- (b) **Planning Stage** which will culminate in an appropriately scaled land development plan and financial model that can be successfully executed, and
- (c) **Implementation Stage** which will be the phased implementation of the development plan or modifications thereof. Both the Planning and Implementation phases will also involve public input.

This report serves as a summary of the outreach and results conducted between January through May of 2018. The spectrum of research conducted covered a broad array of input from ideation, surveys, and evaluation. And, concluded in planning guidelines for the Midtown Property.

# Project Timeline



# Table of contents

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## Summary: SFUAD Resolution

### Collegiate History

- The modern history begins in Fall of 1947 when Brother Benildus of the Christian Brothers reopens the property as St. Michael's College.
- Change of name in 1966 to the College of Santa Fe offering 4-year degrees. It closed in 2009.
- Santa Fe University of Art and Design (SFUAD) reopens in 2009

### Purchase & Lease

- Partnership with State of New Mexico and Laureate Education, Inc.
- Acquisition, upgrading and infrastructure result in annual debt of \$2.23 million
- Funded with SFUAD rental payments
- Reduction of leased are in 2017 and SFUAD closing in 2018

### Property

- 64.22 Acres
- 33 buildings
- 500,000 square feet

[Click here for SFUAD October 2017 Resolution](#)

## **Summary:**

### **Communication and Community Outreach**

The overall support of local organizations, volunteers and press increased the success of our grassroots effort. If it were not for their email blasts, social media posts, newsletter spotlights and radio interviews, we would not have the record number of participants.

<b>Collection Phase Part I</b>	<b>198 people generated 971 ideas</b>
<b>Collection Phase Part II</b>	<b>2,234 online and in-person surveys. 800+ substantive comments.</b>
<b>Evaluation Phase Quantitative</b>	<b>538 online interactive surveys. 428 people added written comments.</b>
<b>Evaluation Phase Qualitative</b>	<b>413 people attended in-person forums. 986 substantive comments.</b>

We know that some people participated in multiple phases of this process. Given that, we estimate 2,800+ individuals participated in one of the Midtown Campus Project phases. This is a very high participation rate, and demonstrates the passion and commitment of the community to help shape the future of the Property and Santa Fe.

## Summary:

### Impact of Outreach and Communication Efforts

Just some of the press and engagement generated at each phase	
Kick Off	<ul style="list-style-type: none"> <li>– 2 articles: one by SF Reporter and one by Santa Fe New Mexican</li> <li>– 30% open rate on Mayor’s email list</li> <li>– Posters in all libraries and city-owned community centers</li> </ul>
Collection Phase Part I	<ul style="list-style-type: none"> <li>– Word of mouth spread through dozens of organizations</li> <li>– 20,000 water bills with announcement</li> <li>– 7,500 Nextdoor</li> </ul>
Collection Phase Part II	<ul style="list-style-type: none"> <li>– 2,287 people reached and 161 engagement (shares, clicks, posts) via Facebook posts</li> <li>– 93% open rate amongst organization leaders in email blasts to over 10,000 people</li> <li>– 3 articles by Santa Fe New Mexican</li> <li>– 7,500 Nextdoor</li> </ul>
Evaluation Phase Qualitative in-person forums	<ul style="list-style-type: none"> <li>– 708 people reached, 103 engagement via boosted Facebook City Event</li> <li>– 1,331 people reached, 79 Link clicks, 41 share via boosted Facebook City post</li> <li>– 2,173 reached and 220 engaged via boosted Facebook City post</li> <li>– 2 TV interviews &amp; 4 radio interviews (NPR, Que Suave, Nuestra America, Hutton)</li> <li>– 30,000 water bills with announcement</li> <li>– Bilingual ads on city buses</li> <li>– 60% open rate amongst organization leaders</li> <li>– PSAs in Spanish and English on Ques Suave, NPR and Hutton Radio Start</li> <li>– 50,000 reach via Bilingual Santa Fe New Mexican print ad</li> <li>– 3 articles: two by Santa Fe New Mexican and one by Santa Fe Reporter</li> </ul>
Evaluation Phase Quantitative online forums	<ul style="list-style-type: none"> <li>– 1,079 people reached 25 link clicks via boosted Facebook city post</li> <li>– 50,000 reach via Bilingual Santa Fe New Mexican print ad. Add included mail-in sign up form.</li> </ul>

## **Midtown Property: The Opportunity**

This is a once in a generation opportunity to improve the quality of life for all Santa Feans and those who love to learn, live, work and play here by thoughtfully and professionally redeveloping the property commonly known as the Santa Fe University of Art and Design or College of Santa Fe (“Property”).

We are mindful that we must connect this opportunity to the City’s rich history and culture, while looking forward to a more sustainable, resilient and socially equitable future.

We believe that the redevelopment of the Property will create more vibrant and thriving Santa Fe far into the future. Additionally, it will act as a catalyst for the development contemplated and incentivized by the Midtown Local Innovation Corridor overlay (“Midtown LINC”).

# Table of contents

- Introduction & Project Timeline
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- Collection Phase I
- Collection Phase II
- Visualization Phase
- Evaluation Phase
- Appendix

## **January: Kick Off Project – Start With Outreach**

Three Project Phases Defined - Collection, Visualization, Evaluation

# Project Timeline



## **Outreach - Overview:**

### **Context for launching communication and community engagement**

Began process considering limitations and opportunities such as a mayoral election would be taking place:

Our budget was small and its impact could be diminished by competing communication from City and candidates

- City was conducting an educational campaign on new electoral system
- Candidates would be using their funding for media and engaging with local community until March

Additional considerations:

- Property has historical significance in the community both educationally and communally
- Santa Fe is a city with active residents and many cultural organizations
- Over 50% Hispanic population, including roughly 14% first generation immigrants
- Historically, certain neighborhoods and populations can be disconnected from civic engagement
- Concerns over empty site, city debt and burden which could fall upon citizens
- Many non-profit and community organizations with invested interest in forging Santa Fe future

## **Outreach - Overview:**

### **Guidelines for Midtown Campus Communication**

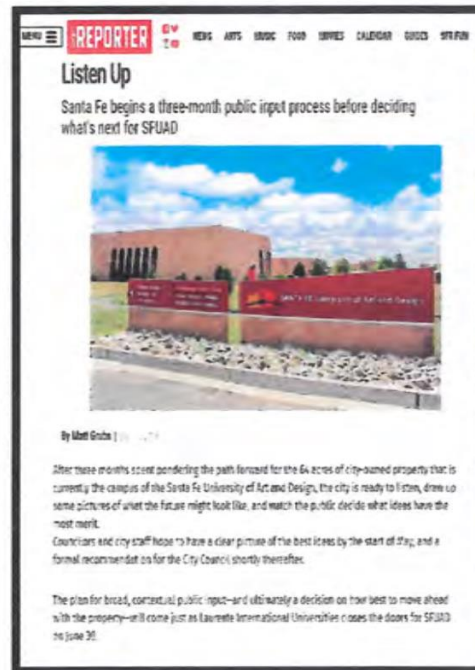
1. All material to be provided and created in English and Spanish
2. Begin with grassroots movement and build momentum
3. Increase investment after election when there is less media noise
4. Involve mayoral candidates in communications and outreach
5. Continuously involve press
6. Capitalize on all and any free City media

## Outreach – Kick Off:

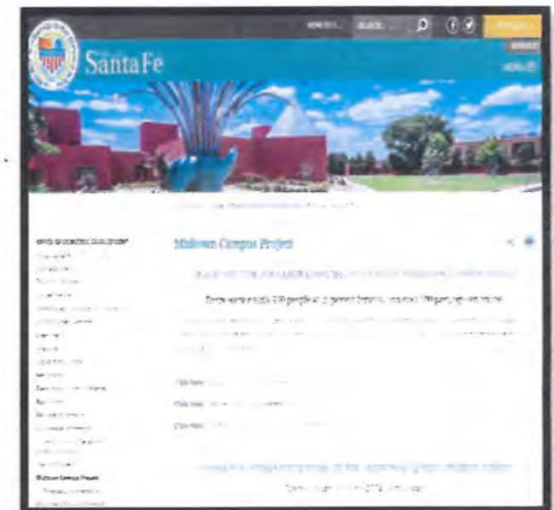
Conducted a press conference in January generating the first wave of media coverage and created a website for publishing all information



January Article on Midtown Campus



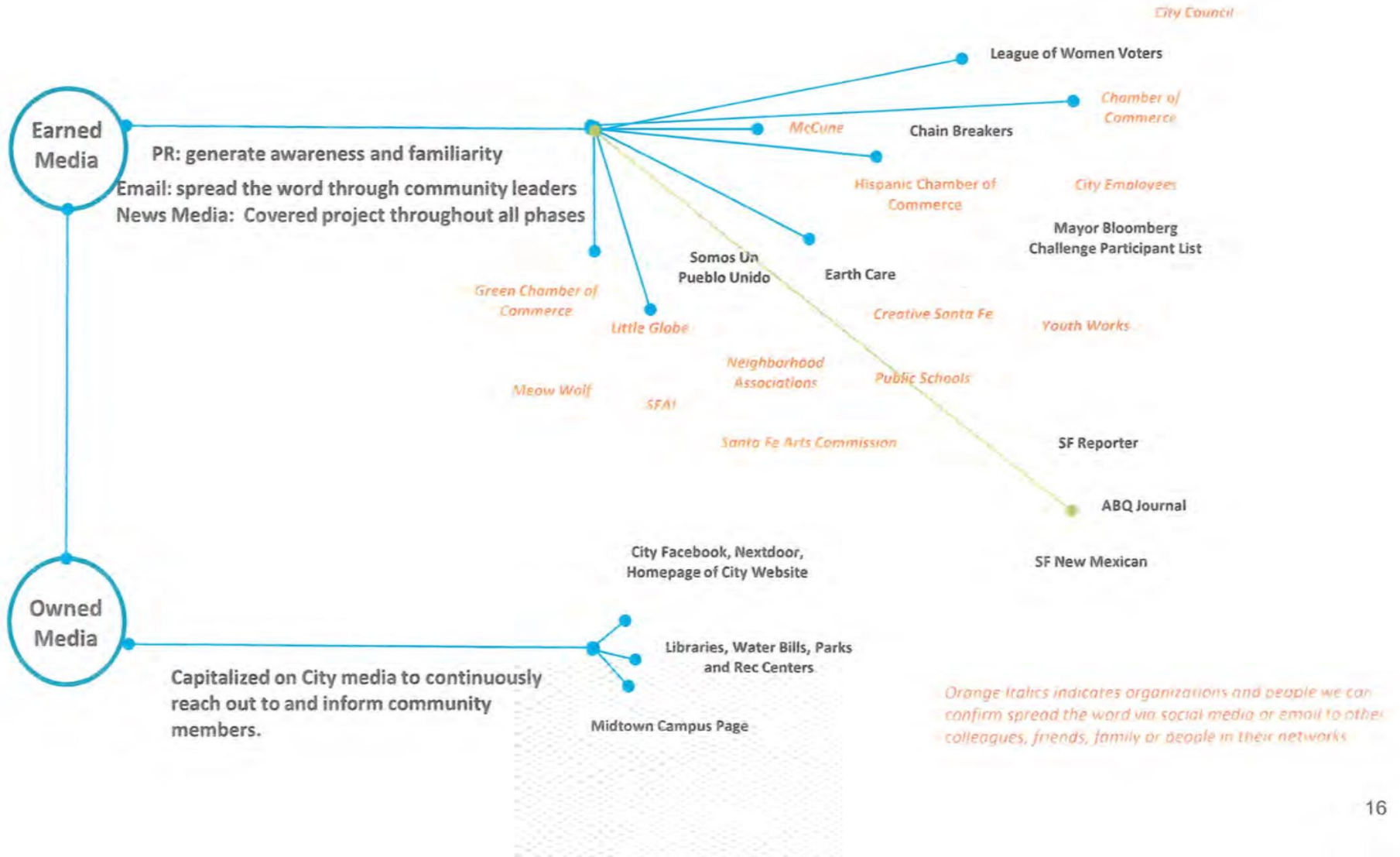
January Article on Midtown Campus



Central hub for Midtown Campus Project on City's website with all phases, research and related documents published

## Outreach – Kick Off:

While media helped generate awareness, community leaders were at the heart of our campaigns; helping spread the word more grass roots style



# Table of contents

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# February : Collection Part I - Collaborative Research Sessions



## **Overview – Collection Phase I:**

Collaborative research sessions to collect the participants' ideas for possible uses for the Property

### **Objective:**

Discover unexpected new ideas. Develop “existing ideas”. Obtain insights and feedback for community's desires and needs for the campus. Build empathy among participants. We wanted to attract 100-200 participants.

### **Methodology:**

Collaborative, user-friendly, and versatile online forums using the Weave platform to spark engagement and creativity within a highly visual and collaborative structure.

Participants could participate in group of 4-6 in a professionally moderated session or on their own with or without a facilitator. Facilitators were bi-lingual. Sessions were originally scheduled over a 7 days and included a Saturday and Sunday options. Duration extended an extra week and weekend to accommodate requests from community.

## Participation Goal & Results – Collection Phase I

**Goal:** 100-200 participants with 500-1000 individual ideas.

**Results:** Either solo or in groups of 4-6 people, 198 participants generated 971 ideas for the possible uses of the property.

There were bilingual facilitators for groups to engage online in English or Spanish and create an online community feel

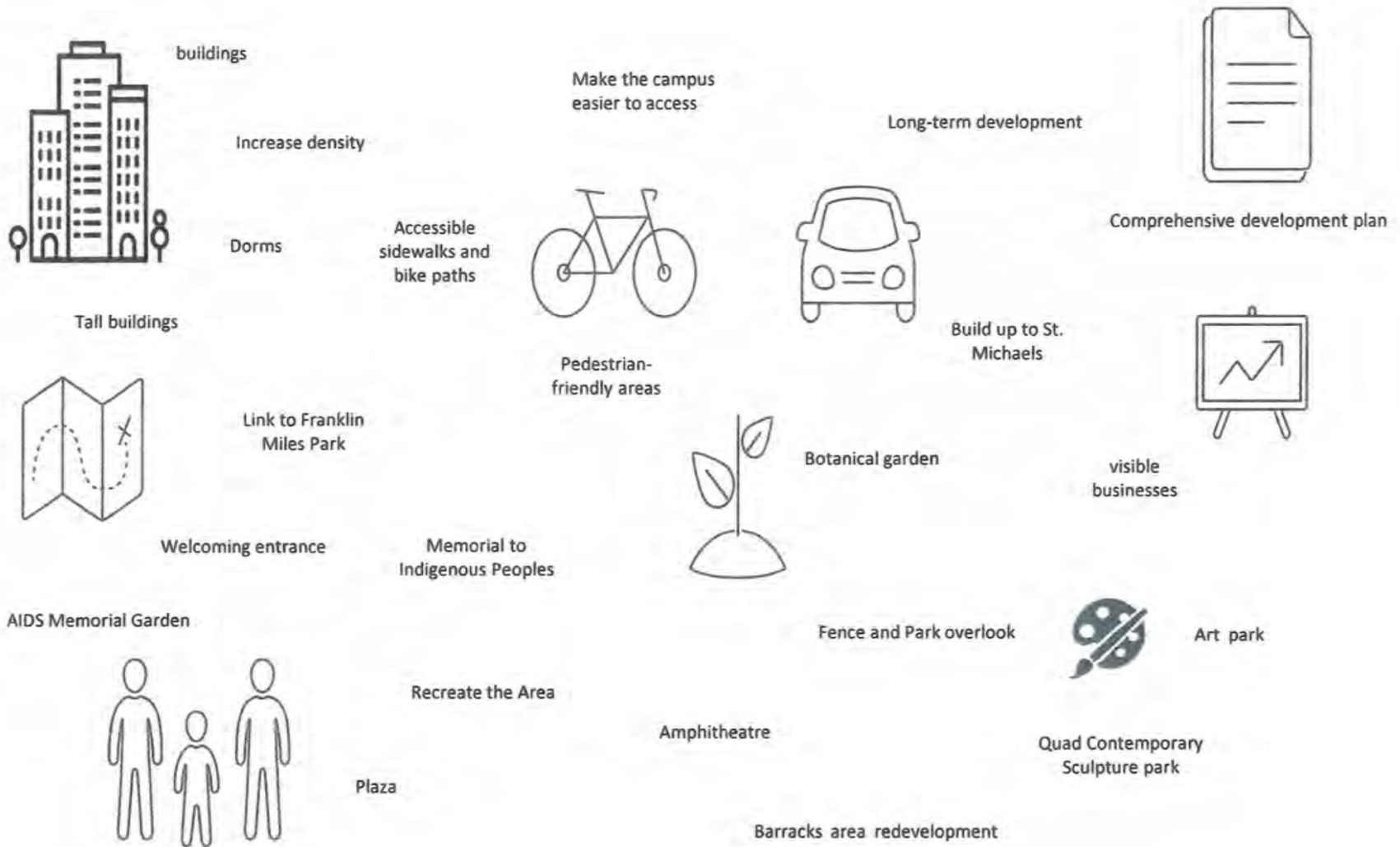
These were analyzed and prioritized to develop the survey which was used in Collection Phase II.



S:

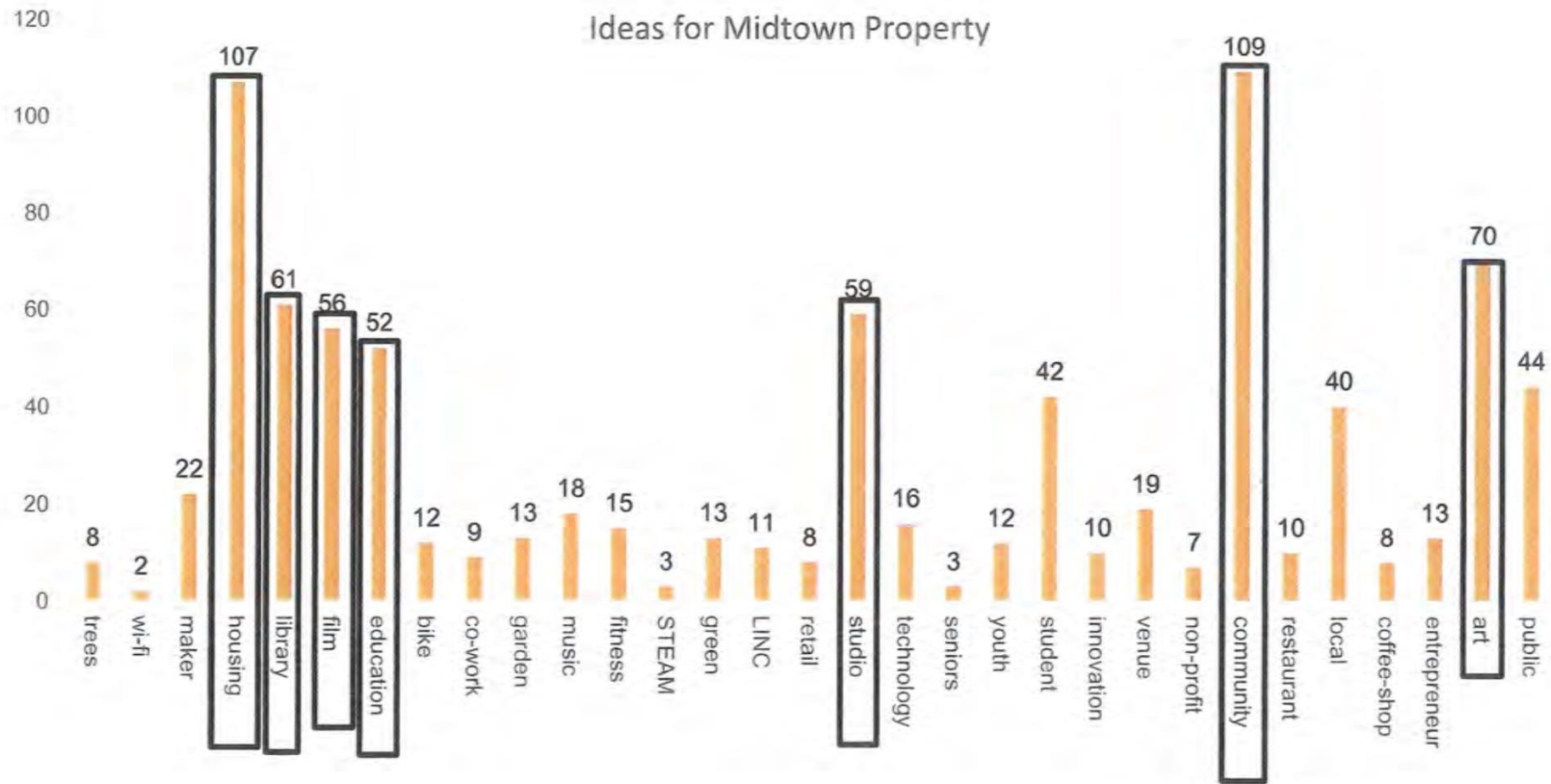
# Sample Ideas – Collection Phase I

A great variety of ideas were generated from the collaboration sessions



# Ideas Analyzed, Categorized & Prioritized – Collection Phase I

Majority of ideas linked to housing, community, library, art, film and education



## Themes – Collection Phase I:

Examining patterns and comments related to ideas revealed five key themes

### 1. Education

"I would like to see a collaboration or partnership with UNM or NMSU to establish a college or university that concentrates on STEM curricula. By using SFUAD campus for academics, we would limit the cost of repurposing the land."

### 2. Film

"Film production expanding as TV and traditional movie industry is being disrupted by amazon and Netflix productions etc. etc. Other cities have been successful doing this. SF needs to capitalize on this as the campus has amazing equipment, etc"

### 3. Community Center

"I really hope they incorporate the idea of INTEGRATING all: industry (film, tech) with education levels, with Pueblos, with senior citizens and children, with the disadvantaged, athletics.....a great space for ALL levels of Santa Fe."

### 4. Performing Arts

"The theatre was a gift to the City and it should be maintained and supported as a theatre space."

"Benildus could house a great many of these theatre offices, offer a "black box" type of theater"

### 5. Entrepreneurship

"This site should be focused on technology and business development focused on growing good paying jobs and industry in Santa Fe and NM overall"

"Classroom space for a program where students actually start and run a business over two semesters. The goal is to produce an operating business that can be duplicated easily."

# March: Collection Part II - Ranking & Rating of Top 25 Ideas



## Overview - Collection Phase Part II – The Rating and Ranking Survey

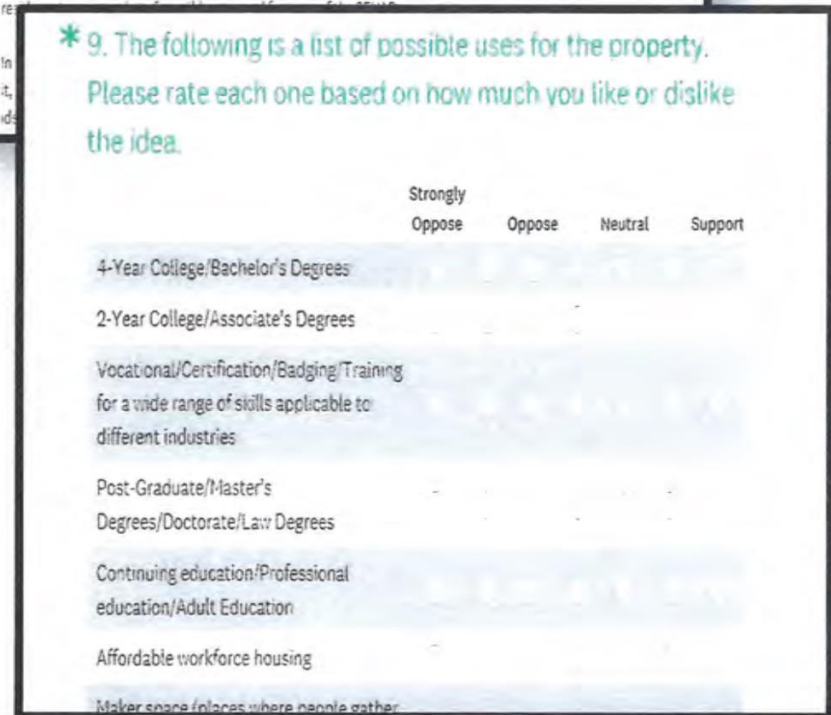
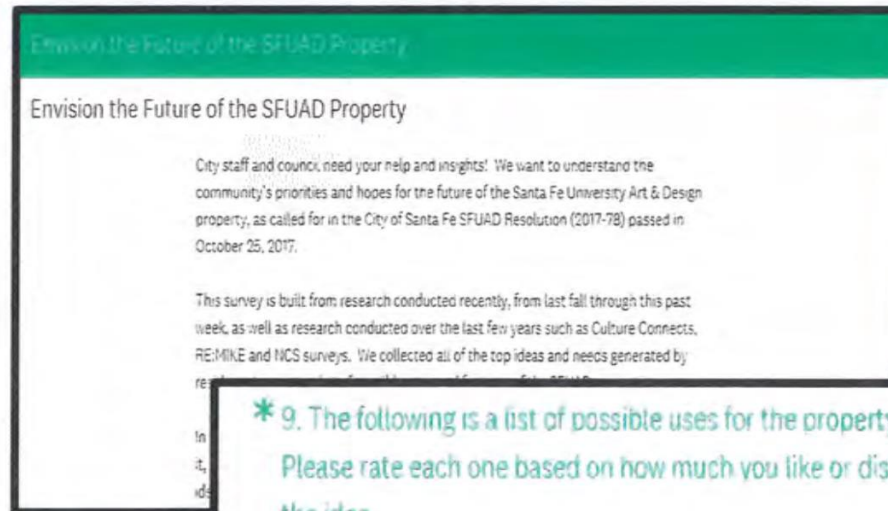
**Objective:** Create a final list of preferred and non-preferred attributes and usages for the property to brief designers in the Visualization phase.

**Methodology:** Using SurveyMonkey, create and deliver survey for residents to

- RATE and determine people’s passion for each idea
- RANK each idea to understand most and least favored ideas. This required residents to choose between ideas to understand preferences relative to each other.

Posted online for 6 days between 2/17 – 2/28

Printed and provided in-person at Southside and Railyard Farmer’s Markets, Walmart, Southside Library, Capital High and Downtown Library, as well as provided to leaders to share with their communities.



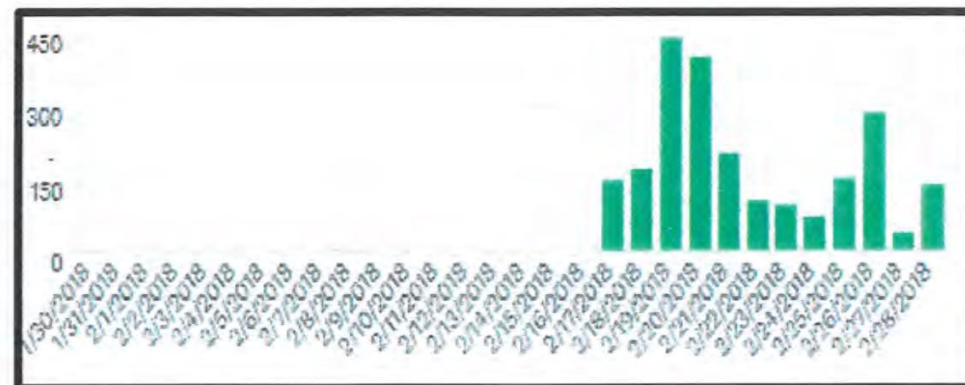
## Participation Goal & Results – Collection Phase II

**Goal:** 500 completed surveys and 200+ individual comments.

- We had 198 participants in Collection Phase I, although 400 people signed up to participate.
- We thought we can be more ambitious for Phase II because we are asking people to give input on existing ideas instead of creating site specific ideas, and surveys are much shorter to take.
- We surpassed our goal on the first 2 days, and set new goal at 800.
- People also asked to extend the deadline, which we did by an additional 2 weeks.

**Results:** 2,234 completed surveys and 800+ individual comments.

The graph shows participation rates online.

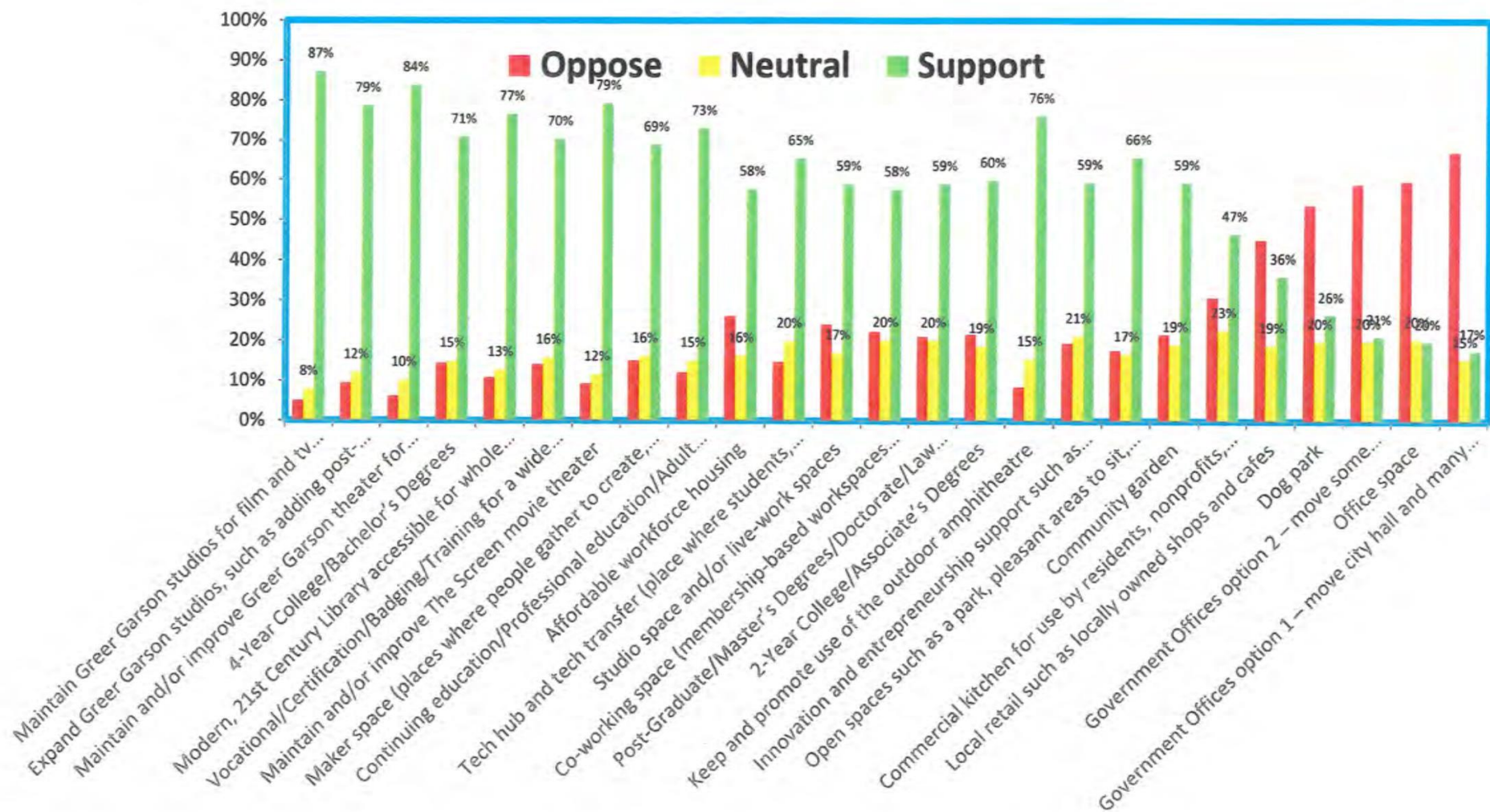


## Survey Questions & Short Version

The "Short Version" name (in the right column) will be used in some of the following slides. If more than one use shares the same Short Version name, you can consider them to be equivalent. For example, Studios refers to both Maintain and Expand Greer Garson. These two options rated and ranked 1, 2 or 3 in all segmentations of the data we examined.

Survey Questions Regarding Different Uses	Short Version
Maintain Greer Garson studios for film and tv production and to support film education	Studios
Expand Greer Garson studios, such as adding post-product facility, a mill, offices and/or extra stage to increase film, tv and other media production	Studios
4-Year College/Bachelor's Degrees	Higher Education
Maintain and/or improve Greer Garson theater for performing arts such as music, dance, lectures, and plays	Arts Theater
Modern, 21st Century Library accessible for whole community including books, computers, learning spaces, educational programs, online tools, etc.	Library
Vocational/Certification/Badging/Training for a wide range of skills applicable to different industries	Higher Education
Maintain and/or improve The Screen movie theater	Movie Theater
Maker space (places where people gather to create, invent, and learn with a range of equipment, tools and supplies like 3D printers, motion capture, sewing machines, software, electronics, craft supplies, etc.)	Maker Space
Continuing education/Professional education/Adult Education	Continuing Education
Affordable workforce housing	Workforce Housing
Tech hub and tech transfer (place where students, residents and businesses can learn about, access and/or create new businesses with new technologies, especially from national laboratories and universities located in NM).	Tech Hub
Studio space and/or live-work spaces	Live/Work Housing
Co-working space (membership-based workspaces where diverse groups of freelancers, remote workers, and other independent professionals work together in a shared, communal setting that may include computers, presentation tools, desks, conference rooms, food, places to sit and relax, etc.)	Co-Working
Post-Graduate/Master's Degrees/Doctorate/Law Degrees	Higher Education
2-Year College/Associate's Degrees	Higher Education
Keep and promote use of the outdoor amphitheater	Amphitheater
Innovation and entrepreneurship support such as business accelerator, education, financial sources, incubator	E-Ship Ecosystem
Open spaces such as a park, pleasant areas to sit, walking paths, etc.	Open Spaces
Community garden	Community Garden
Commercial kitchen for use by residents, nonprofits, entrepreneurs, small business and educators	Commercial Kitchen
Local retail such as locally owned shops and cafes	Local Retail
Dog park	Dog Park
Government Offices option 2 – move some government services such as land use, business permitting, youth and family services	Gov't Offices (small)
Office space	Office Space
Government Offices option 1 – move city hall and many other city services to the property	Gov't Offices (city hall)

## Survey Data – 25 Ideas Rated and Ranked Summary



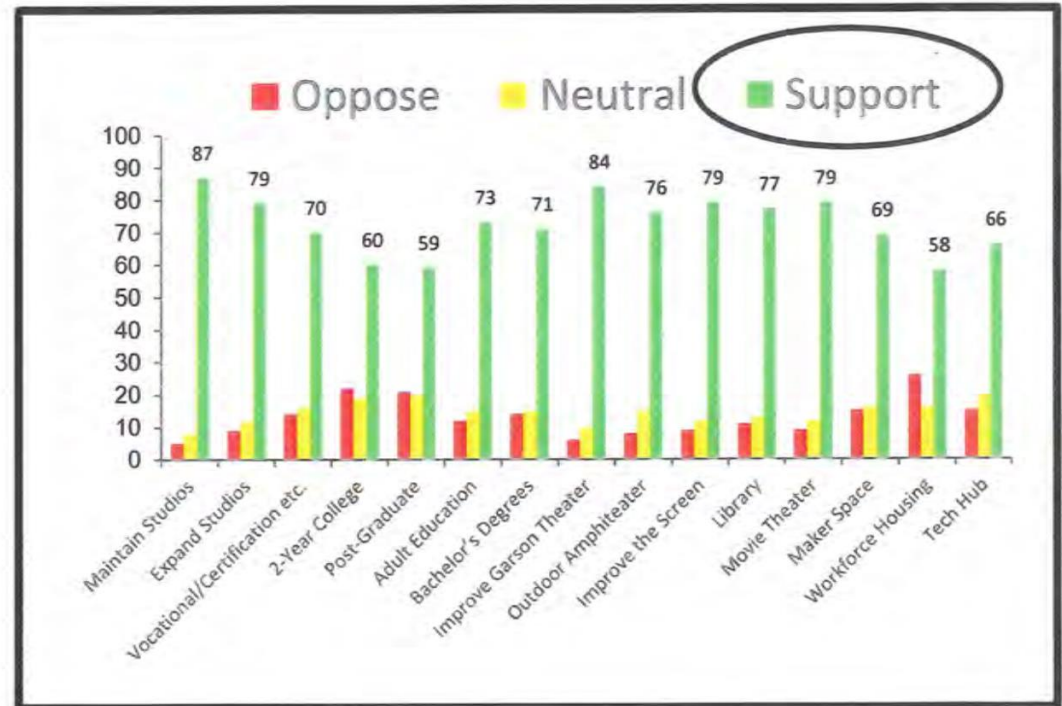
## Ideas Analyzed & Prioritized – Uses which SHOULD be included on Property

1. **Studios:** Maintain and Expand Greer Garson were both highly rated.
2. **Higher Education:** 4 year College was #3 in Ranking and #5 in Rating. Vocational and Continuing education all rated and ranked in top 10.
3. **Arts Theater**
4. **Library**
5. **Movie Theater**
6. **Maker Space**
7. **Workforce Housing** Housing Ranked #10, but only Rated #17.

Possible explanations include

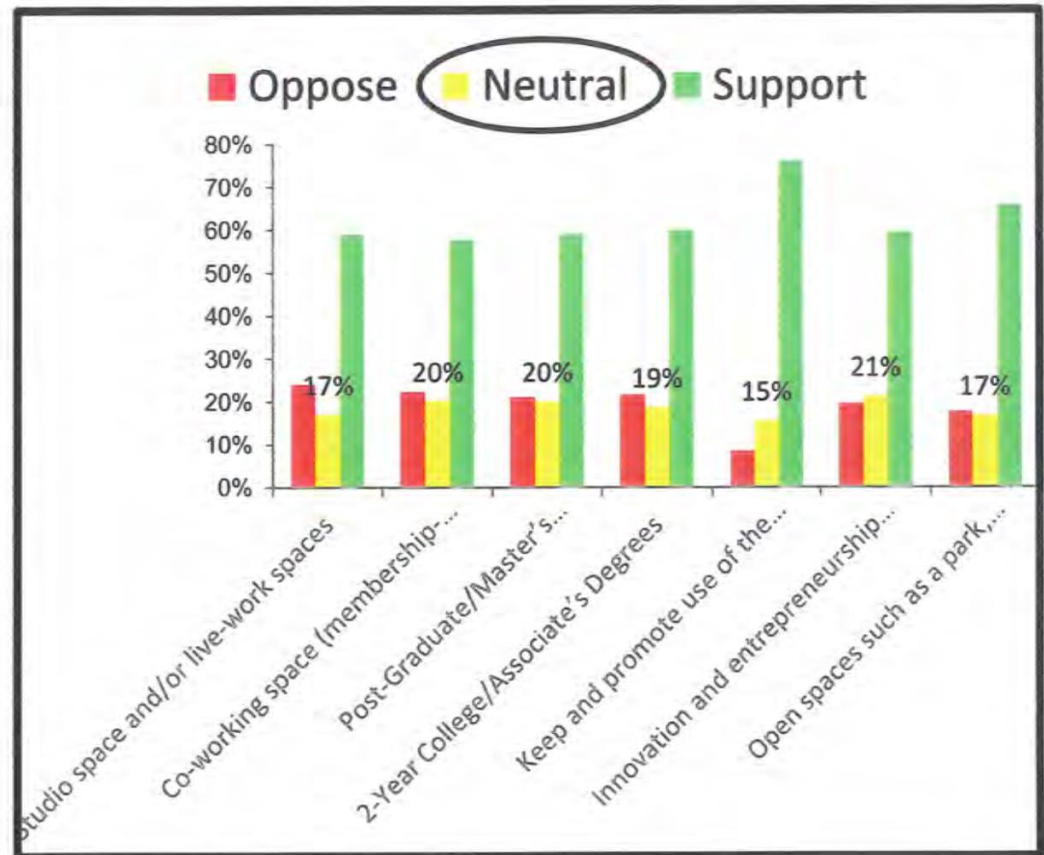
- 1) picking housing because there were numerous education options
- 2) participants may want housing, but not necessarily on campus – elsewhere in city or Midtown LINC. Also, comments indicate that housing is often connected to a theme such as housing for students and faculty for higher education, or for crews and staff for film industry.

8. **Tech Hub**



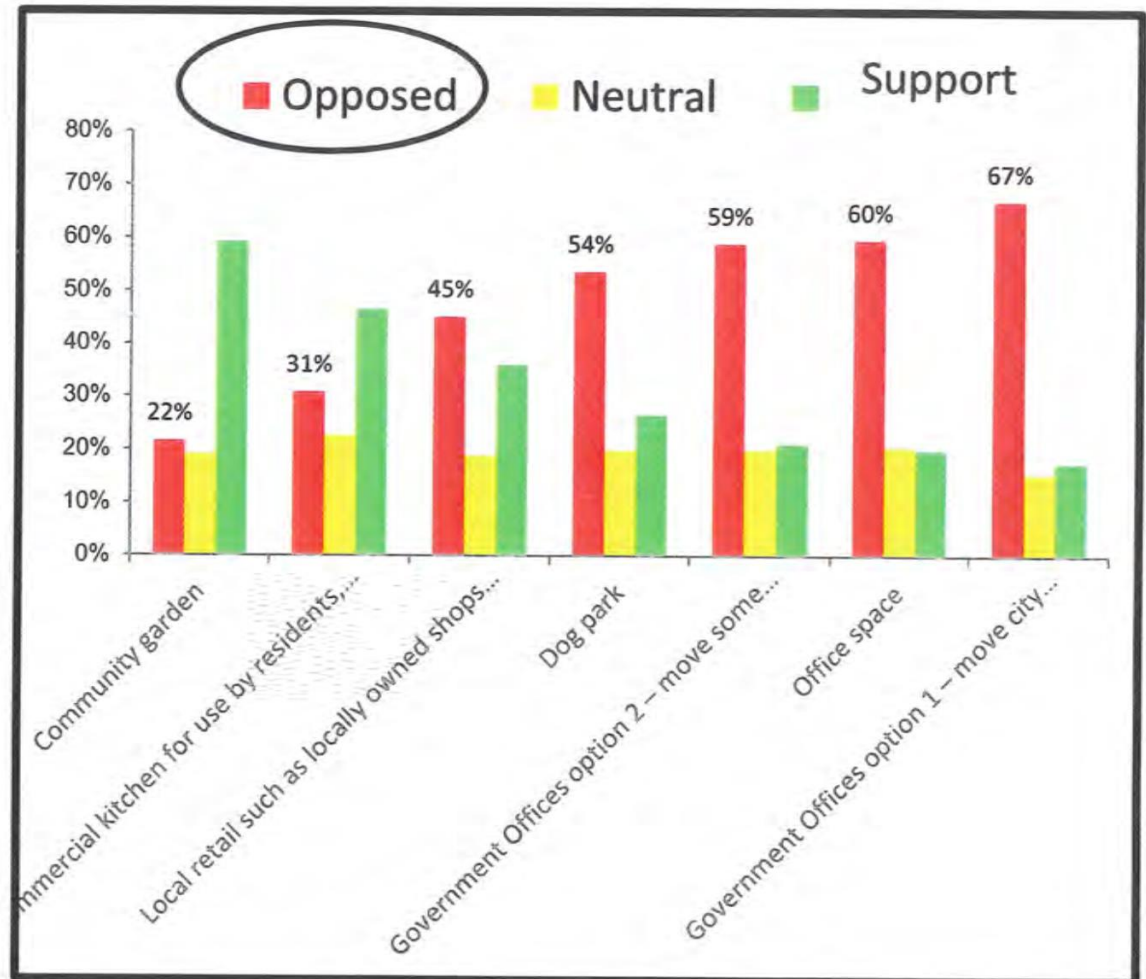
## Ideas Analyzed & Prioritized – Uses that COULD be included on the Property

1. **Live/Work Housing:** It is unclear if people were voting more for the studios or the live/work spaces contemplated in the question. Therefore, we assume both are desired.
2. **Co-Working Space**
3. **Amphitheater:** This Rated very high (#5), but Ranked much lower (#16). Despite the passion for it, when forced to choose, most people selected the amphitheater near the bottom. Therefore, we put it in the Neutral level. No other use had such a high degree of variance.
4. **E-Ship Ecosystem:** This item may rationally connect with the Tech Hub and Maker Space identified as “Support” uses.
5. **Open Spaces**



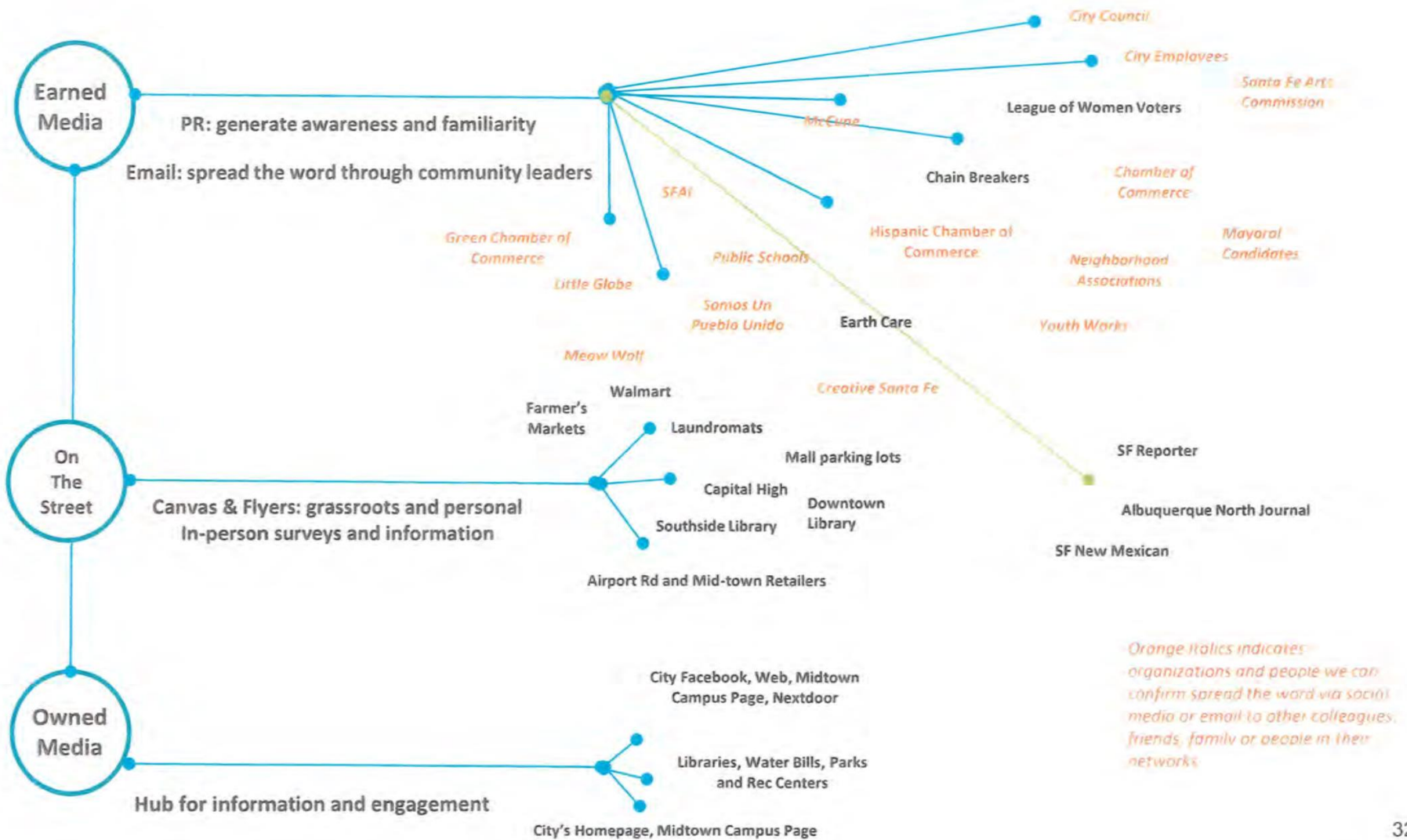
## Ideas Analyzed & Prioritized – Uses NOT desired on the Property

1. Community Garden - Just missed being in the Neutral category.
2. Commercial Kitchen
3. Local Retail - Community may be expecting local retail to be developed on St. Mike's, rather than the property.
4. Dog Park - Controversial. We assume the small support is from dog owners.
5. Gov't Office (small) and (city hall)
6. Office Space



## Outreach - Collection Part II:

Additional outreach through canvassing in the community and continued grass roots through community leaders to increase participation



# Table of contents

- Introduction & Project Timeline
- Summary & Opportunity
- Kick Off of Concept Stage
- Collection Phase I
- Collection Phase II
- **Visualization Phase**
- Evaluation Phase
- Appendix

# April: Visualization Phase focused on development of Five Strategic Concepts



## **Overview:**

### **Visualization Phase**

**Objective:** Visualize and draft written description of new possibilities for the space from local architectural, design, urban planning and landscape experts.

**Methodology:** Contracted with Santa Fe Art Institute (SFAI) which led this phase.

SFAI assembled an illustrative review panel and solicited RFPs for concept development. The panel reviewed and approved 5 design teams to receive a \$5,000 stipend to develop visual and written strategic visions for the site. These visions were based on the guidelines created at the end of the Collection Phases.

The teams had 7 weeks to create and present their visions to the public.

# Visualization Phase - Concept #1 Summary

## Midtown Motion led by Spears Horn Architecture

**Midtown Motion:** Contemporary city center where people, projects and ideas are in motion to foster interaction with pedestrian, bicycle and vehicular network.

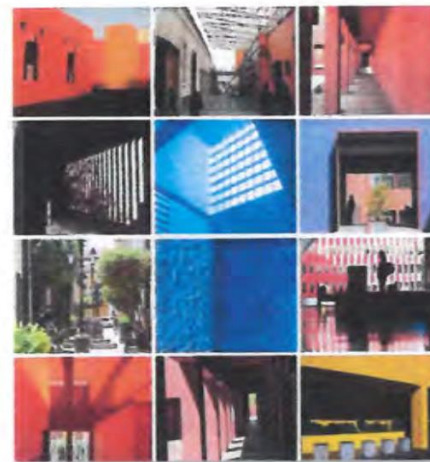
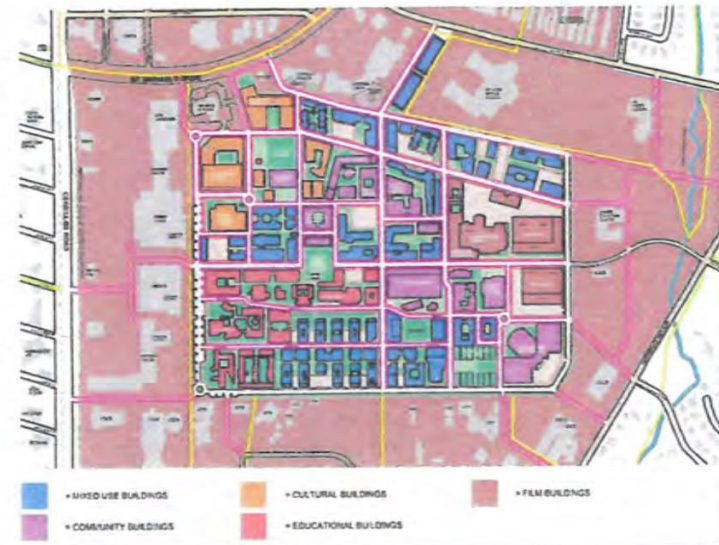
**Connect:** maximize pedestrian and vehicular links to surroundings to enhance urban vitality and cultural connections.

**Low & Dense:** use characteristic Santa Fe urban form – low-height, high-density, with portals, balconies, roof decks, green courtyards, gardens and pedestrian links.

**Contemporary Architectural Style:** mandate bold contemporary style and non-traditional colors and materials.

**Retain Existing Buildings:** retain buildings for economic viability, cultural memory and vitality.

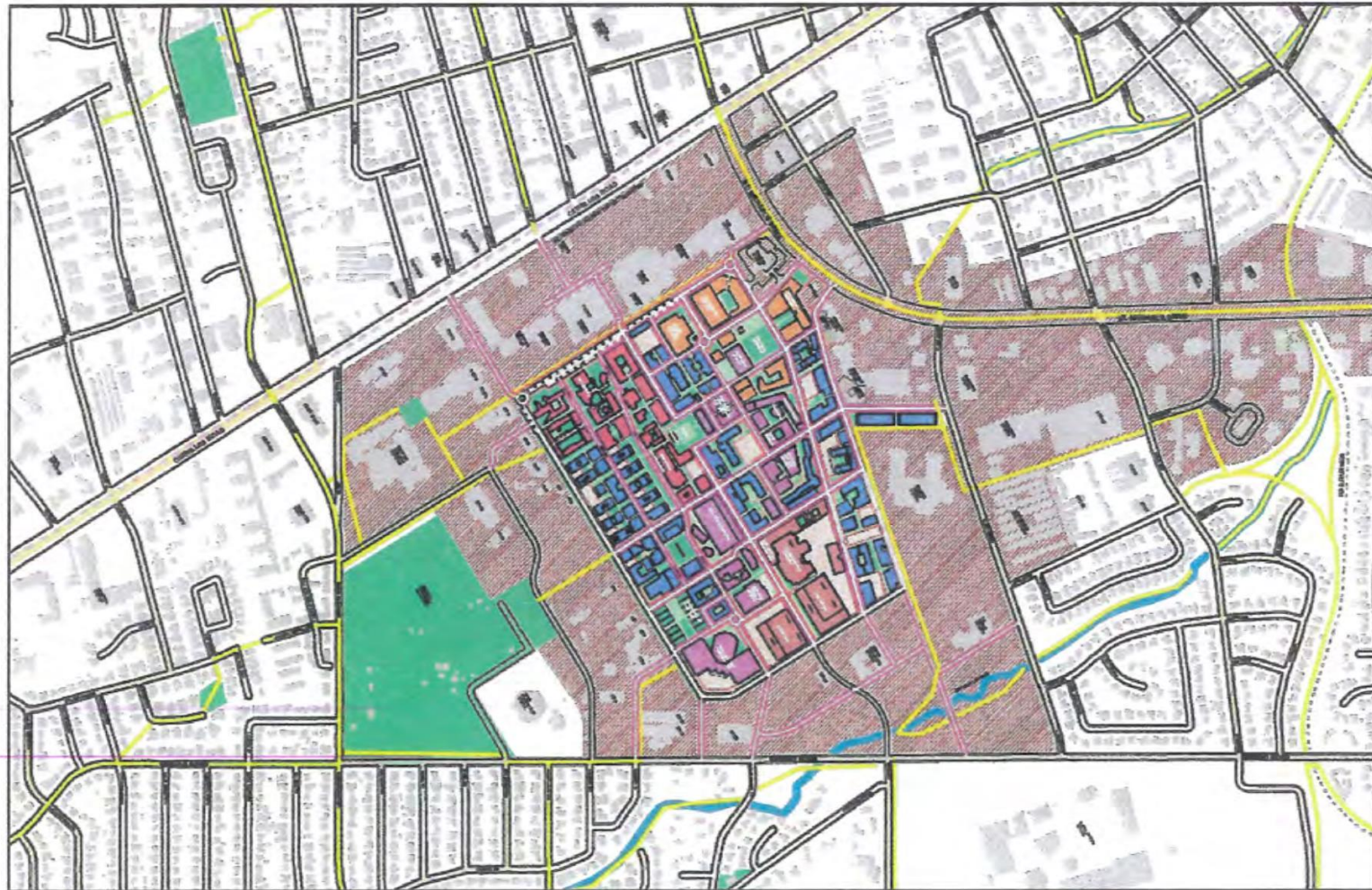
**On Street Parking:** maximize street parking for convenience, access, and streetscape vitality.



**SPEARS HORN ARCHITECTS**  
with Morayo Land Use Consulting, LLC

# Visualization Phase - Concept #1 Summary

## Midtown Motion led by Spears Horn Architecture



**MIDMO** MIDTOWN MOTION LINK

Prepared for the City of Santa Fe  
April 9, 2018

**LINKAGES + PROGRAM PLAN**



CONCRETE ELEMENTS	STREET CONNECTIONS	POSSIBLE PROGRAMS
<span style="color: green;">■</span> Landmark	<span style="color: yellow;">■</span> Residential/Commercial	<span style="color: blue;">■</span> Multi-Use Building
<span style="color: red;">■</span> Landmark	<span style="color: orange;">■</span> Commercial/Office	<span style="color: purple;">■</span> Community Center
<span style="color: blue;">■</span> Landmark	<span style="color: green;">■</span> School	<span style="color: pink;">■</span> Retail/Service
<span style="color: purple;">■</span> Landmark	<span style="color: red;">■</span> Office	<span style="color: orange;">■</span> Entertainment/Recreation
<span style="color: orange;">■</span> Landmark	<span style="color: blue;">■</span> Transit	<span style="color: green;">■</span> Park/Open Space

**SPEARS HORN ARCHITECTS**  
with Urban Design and Development Consultant  
MENTOVALAND USE CONSULTING, INC.



# Visualization Phase - Concept #1 Summary

## Midtown Motion led by Spears Horn Architecture

**MIDTOWN CITY:** City outline of new and existing paths with corridor into the MIDTOWN LINK DISTRICT (shown in red)

**MIDMO**  
VISION OF MIDTOWN CAMPUS: People, projects and ideas in motion

*"Cities have the capability of providing something for everybody, only because, and only when, they are created by everybody."*  
— Jane Jacobs, *The Death and Life of Great American Cities*

- A distinct site district which promotes economic development by allowing for a variety of land uses including education, film, visual arts, recreation, office, high density residential and light commercial uses to accommodate the residential component. Residential uses are integrated with commercial uses and where possible, on second story units above commercial uses.
- A strong pedestrian, bicycle and vehicular network with public transportation to accommodate a high density population. A cluster of vibrant artistic and development in a centrally located part of the city, with modern and connection to the surrounding neighborhoods, parks, schools, restaurants, shopping, and medical services.
- A traditional urban form reflecting the street layout and historic scale of Santa Fe: small scale, heights limited to one and two-story with a few three-story elements. Corridor, easy to walk about with buildings set close to the street, squares, balconies, roof decks, and patios for a vibrant interweaving of indoor and outdoor space.
- Limited building heights to reflect Santa Fe tradition, allow more daylight opportunities within the building, and allow building shadows, protect views, and accommodate a fire-prone urban texture without parking structures.
- Distinct, well-defined landscaped pedestrian elements including walkways, courtyards, patios and plazas with diverse vegetation to maximize settings including trees, landscaping, art, and seating areas as well as places for outdoor gatherings. Outdoor areas are accessible beneath elevated areas rather than upper floors.
- Custom canopy architecture with vibrant colors to give MIDMO a distinct new flavor and a feeling of innovation and progressive possibilities.
- Retention of all of the existing existing buildings for at least the next 5 or 10 years, some repurposed for live-work, studio space, workspaces, small offices, housing etc. This will honor the memory of the College of Santa Fe while providing rich architectural layering for the area and incorporate multipurpose spaces.
- A district in which the principles of the Santa Fe Culture Connects can be implemented. A rich mix of organizations, activities, opportunities, and a linked network of public spaces that is welcoming, successful and community. A community intertwined into the overall fabric of the city, finding opportunities from all directions - to address street connections, pedestrian and bike connections, and public transportation.
- On street parking along streets to provide street buffer, a buffer between sidewalks and parking stalls, a buffer street, and easy access of along the street. Some small, covered and landscaped surface parking areas to provide adequate parking. Encourage self-driven vehicles that will reduce the need for parking and will make cars less dominant.
- Environmental sustainability through rooftop water harvesting, pervious pavements, surface runoff to landscaping, daylighting, shade protection, elevated lift, high flush seating, stormwater water power, and water-treated water.

**FOOTPRINT CONTRIBUTION:** The size and scale of the Midtown Link is similar to Downtown Santa Fe

■ 1,000,000 sq. ft. (2000) ■ 4,000,000 sq. ft. (2010) ■ 10,000,000 sq. ft. (2020)

**MIDMO** MIDTOWN MOTION LINK

prepared for the City of Santa Fe  
April 8, 2016

**SPEARS HORN ARCHITECTS**  
with Urban Design and Development Consultant  
MONTANA LAND USE CONSULTING, INC.

# Visualization Phase - Concept #2 Summary

## Midtown Fusion led by Autotroph

**Midtown Fusion:** An innovation district leveraging existing campus resources combined with new buildings for housing, education, community, and growth.

**Civic:** Center for Civic Innovation including gov't, non-profits, and business to continually improve quality of life. **Commercial Innovation:** have flexible buildings in form of studio, co-working, tech lab, and meeting facilities to lease for creative and tech partners.

**Film and Emerging Media:** expand studios to include additional sound sets, offices, and production facilities.

**Education:** supplement existing education with Higher Education Institution focusing on art, STEM, film and other creative fields.

**Central Plaza & Art Park:** convert band shell into gathering and performance space.

### A. Mixed Use Development & Gateway Feature



Some materials of the site of the TCU are being used for the mixed use buildings, including of 50 apartments and ground floor retail. Parking garage will be placed in the center of the block, with former site of the band shell converted into the space for Commercial Innovation Hub. There are also some ground floor retail opportunities, and even the building shell will be used as a gateway feature. The site is located at the corner of 5th Street & 5th Avenue to make the entrance into the Midtown area.

Midtown Fusion

### 2. Art Park



A new park connects the Central Plaza to Broken E. This Park and to the adjacent neighborhood beyond. The park connects back to the site of the Higher Education Campus. Civic Programs, Fitness Center, Film and Emerging Media studios, and multifamily housing. The Art Park is flanked by Commercial Innovation Hub and major E. Theater building. The building is flanked by new art to be integrated into vegetation.

Midtown Fusion

aut

ph

# Visualization Phase - Concept #2 Summary

## Midtown Fusion led by Autotroph

### Vision: An Innovation District, Santa Fe Style

Midtown Fusion is an innovation ecosystem located in the geographic heart of Santa Fe. It leverages existing valuable resources on and off the former SFUAD campus and combines them with new buildings and infrastructure to provide housing, community connectivity, education, and economic development opportunities. Midtown Fusion expands the site beyond the former campus boundary to foster relationships with adjacent Federal, State, SFPS, City, and commercial properties. Thus, creating a true Innovation District. Midtown Fusion harbors Synergies among various creative and collaborative entities while fostering growth for local enterprise and small businesses. It is a place where the public, college students, government officials, entrepreneurs, and the like cross-pollinate ideas through sharing resources. Midtown Fusion will also be a place where Santa Feans can follow a life path from early Childhood to Career. This vision is achieved by combining four primary sectors in the tenant make up:



#### Civic

The City of Santa Fe is envisioned to have a permanent presence in Midtown Fusion. The city maintained and operated Greer Garson Theater, Forum, and Southwest Annex serve as community resources. Fogelson Library is to be adapted as the Midtown library branch. A police substation, the Center for Civic Innovation, and office space for non-profit organizations along with city departments is also included.



#### Film and Emerging Media

The Garson Studio Complex is expanded to include additional sound sets, offices, and production facilities. This complex is leased to film and emerging media companies and is available to other innovation district neighbors as well.



#### Education

A new Higher Education Institution, which focuses on art and other creative fields, serves as an anchor tenant to the complex. It supplements the existing educational facilities including Nava ES, Milagro MS, Santa Fe HS, and the Higher Education Center.



#### Commercial Innovation Partners

A variety of buildings are leased to local businesses with focus on technology, arts, and other creative enterprises. These are flexible buildings which take the form of studio, office, tech lab, and meeting facilities. The buildings are both new and converted big box stores.



**Midtown Fusion**

autotroph

# Visualization Phase - Concept #2 Summary

## Midtown Fusion led by Autotroph

### Opportunity: Implement Midtown LINC & Plan for Community



The Midtown Local Innovation Corridor Overlay District seeks to re-envision the mid town area by promoting re-development of Big Box shopping centers into mixed use projects that enhance a pedestrian oriented streetscape provides access to public spaces, Civic facilities, fitness opportunities, educational entities, and workforce housing.

Midtown Fusion is a catalytic project that kick-starts the implementation of the Midtown LINC overlay district. High density mixed-use development appropriate to the major boulevards of Cerrillos Rd. and St. Michael's Dr. is located on the northern edge of the site, implementing the Midtown LINC Ordinance. On the southern edge of the site, lower density commercial and single family home developments blend into adjacent neighborhoods.

Midtown Fusion incorporates many sensible planning principles to contribute to the public realm. It features various landscape and street connections to the surrounding areas and creates a welcoming place for local residents as well as businesses and institutions. Midtown Fusion provides access to public spaces, Civic facilities, fitness opportunities, educational entities, and workforce housing.



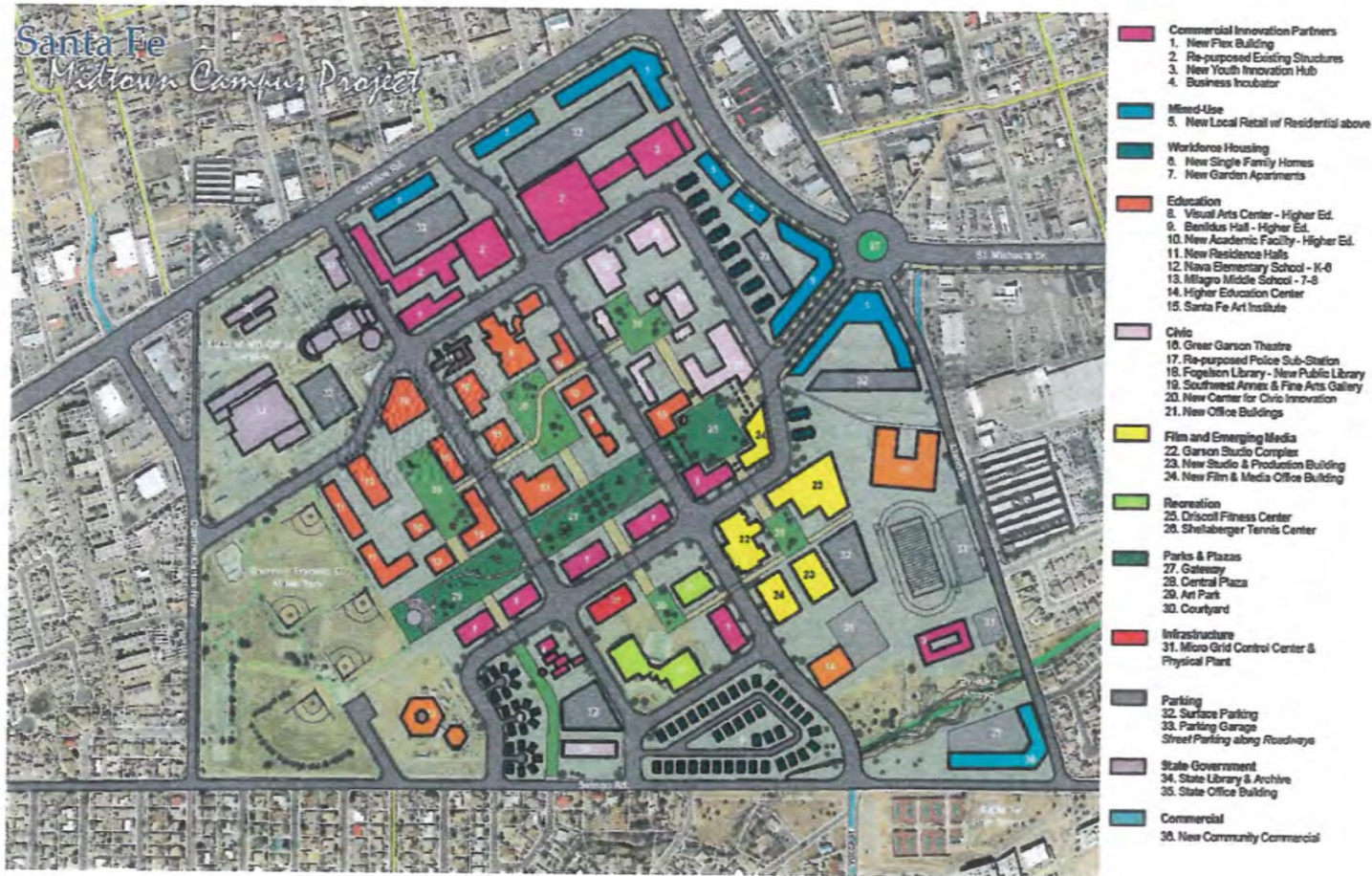
**Midtown Fusion**

autotroph

# Visualization Phase - Concept #2 Summary

## Midtown Fusion led by Autotroph

### Site Plan



# Visualization Phase - Concept #2 Summary

## Midtown Fusion led by Autotroph

### Aerial View



Midtown Fusion

autotroph

# Visualization Phase - Concept #3 Summary

## Midtown Ecodistrict led by Surroundings

**Midtown Ecodistrict:** A sustainable and profitable framework to drive innovation in water, energy and connectivity prioritizing people and planet.

**Connectivity:** district fiber-optic loop for commerce and 21st Century digital connectivity.

**Living Infrastructure:** new buildings harvest storm water, roof capture of solar energy, and be environmentally certified (LEED).

**Energy:** generate 100% of energy needed on site and have "Smart Grid" for district.

**Mobility:** new transit hub for buses, car and bike sharing as well as wide pedestrian walkways and bike lanes.

**Water:** water waste treatment facility, storm water and grey water irrigation and aim for a net-zero increase in potable water over current usage.

### WHAT IS AN ECODISTRICT?

The EcoDistricts Initiative is a comprehensive planning framework which delivers **profitable** development by prioritizing **people** and the **planet**.

EcoDistricts plan for a range of sustainable issues.



surroundings


# Visualization Phase - Concept #3 Summary

## Midtown Ecodistrict led by Surroundings

### WHAT THE SANTA FE COMMUNITY PRIORITIZES

- Film and Emerging Media
- Performance and Visual Arts
- Technology and Innovation Hubs
- Higher Education Institutions

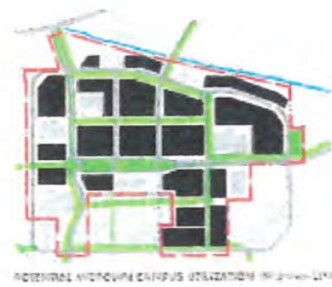
So, what are those industries looking for to decide where to locate?



Companies and institutions now prioritize "development-prepped sites" with 21st century infrastructure in place. Proximity to mass transit, major roads, and fiber connectivity are paramount more than ever, and district energy, water and wastewater recycling reduce operational costs and attract business.

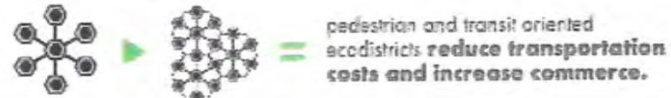
### MIDTOWN ECODISTRICT: THE OPPORTUNITY

Develop the Midtown Campus infrastructure and utilities to drive innovation in water, energy and connectivity.

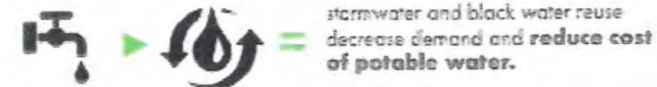


### POTENTIAL ADDED ECONOMIC VALUE OF ECODISTRICTS

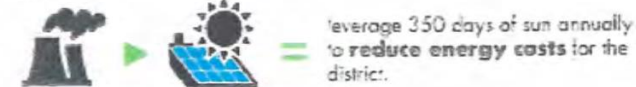
#### CONNECTIONS



#### WATER



#### ENERGY



# Visualization Phase - Concept #3 Summary

## Midtown Ecodistrict led by Surroundings

### PRINCIPLES



#### CONNECTIONS

CONNECTIONS = 100% + 100% + 100%



#### PLANET

- Conserve fewer gallons of gasoline
- Reduce air pollution and CO2
- Improve air quality



#### PEOPLE

- Provide transportation options
- Improve human health
- Increase access to services and employment



#### PROFIT

- Alternative modes of transportation can increase



#### WATER

WATER = 100% + 100% + 100%



#### PLANET

- Decrease potable water use
- Increase water availability
- Supplement water supply
- Current land uses produce less water waste



#### PEOPLE

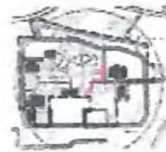
- More affordable water
- Access to local fresh water



#### PROFIT

- More affordable for city residents
- Attracts businesses
- Increase productivity and profits

### EXISTING



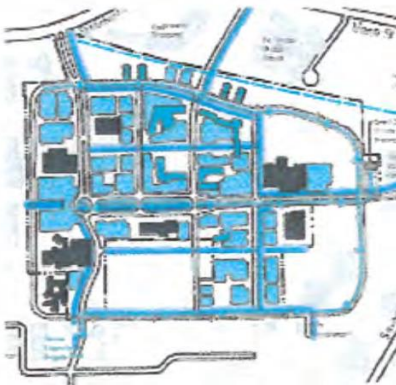
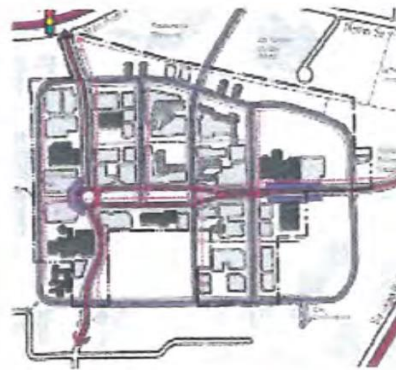
#### BASELINE



#### BASELINE



### POTENTIAL



#### LEGEND

- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%

#### TARGET

- 100%
- 100%
- 100%

#### LEGEND

- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%
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- 100% 100% 100%
- 100% 100% 100%
- 100% 100% 100%

#### TARGET

- 100%
- 100%
- 100%

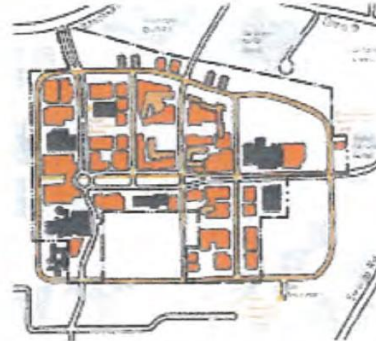
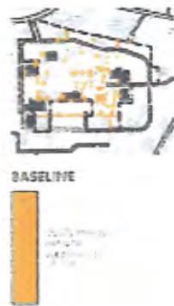


surroundings

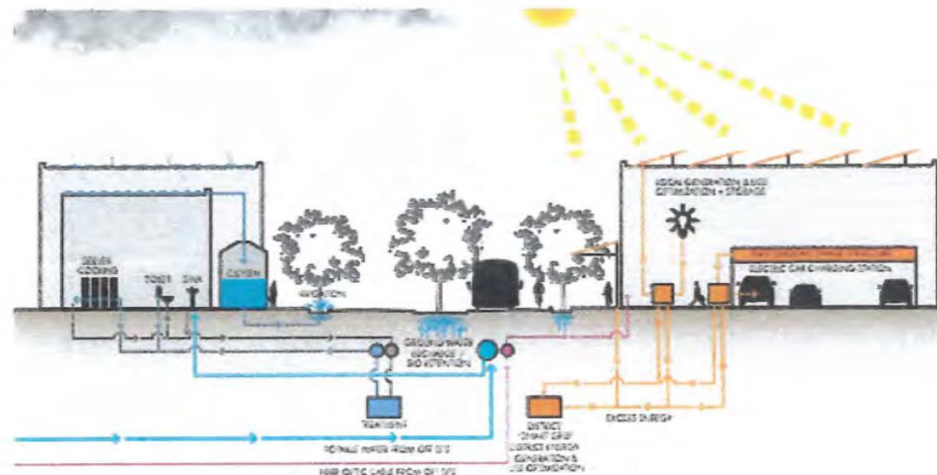
# Visualization Phase - Concept #3 Summary

## Midtown Ecodistrict led by Surroundings

- ENERGY**  
CONSERVE, REDUCE + OPTIMIZE
- PLANNED**
    - Eliminate and limit end-uses
    - Reduce end-uses that are inefficient
  - IMPROVE**
    - Upgrade building shells
    - Control zone end-uses
  - OPTIMIZE**
    - Reduce energy cost through efficiency
    - Optimize equipment, storage and energy storage
    - Create incentives for energy conservation



- LEGEND**
- Orange: High energy consumption (100% of baseline)
  - Yellow: Medium energy consumption (50% of baseline)
  - Light Yellow: Low energy consumption (25% of baseline)
- TARGET**
- Yellow: High energy consumption (100% of baseline)
  - Light Yellow: Medium energy consumption (50% of baseline)
  - Orange: Low energy consumption (25% of baseline)



surroundings

# Visualization Phase - Concept #3 Summary

## Midtown Ecodistrict led by Surroundings

### MIDTOWN ECODISTRICT CONCEPTUAL SITE PLAN



# Visualization Phase - Concept #4 Summary

## Watershed of Creativity by a Consortium of 4 Groups



**Watershed of Creativity:** A new infusion of cultural and entrepreneurial energy flowing to support a reservoir of creative talent and cultural innovation.

**Infiltrate (1-2 yrs.):** network and partner with local cultural, institutional and entrepreneurial organizations as well as public/private groups. Capture and recycle greywater. Convert campus mall into a place for pop-up activity, place making, festivals and art.

**Meander (5yrs):** three hundred new workforce housing units, modifiable space for events and shipping containers for studios, office, shops.

**Replenish (5+):** focus on a functional mix of temporary and permanent living, learning and doing opportunities and shared creative resources. Host diverse mix of cultural and entrepreneurial anchor tenants.





# Visualization Phase - Concept #4 Summary

## Watershed of Creativity by a Consortium of 4 Groups



# Visualization Phase - Concept #4 Summary

## Watershed of Creativity by a Consortium of 4 Groups



# Visualization Phase - Concept #5 Summary

## Collaborate and Connect led by AOS

**Collaborate and Connect:** Rebirth of multiple hubs in one place for an equitable future through a shared creative entrepreneurial spirit.

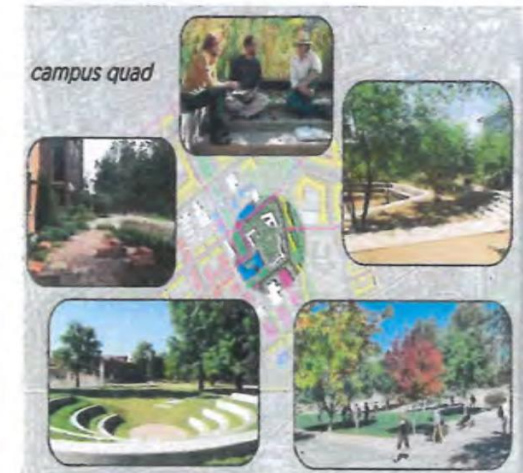
**New City Center:** enhanced street grid to expand the campus into the city, along with 3,000 mixed income housing units.

**Higher Education Center for the Arts:** build a large new central academic building as a nexus for the film, arts and tech.

**Open Space:** large new urban park, tree lined boulevard to surrounding properties and a pavilion with park cafe and bandstand.

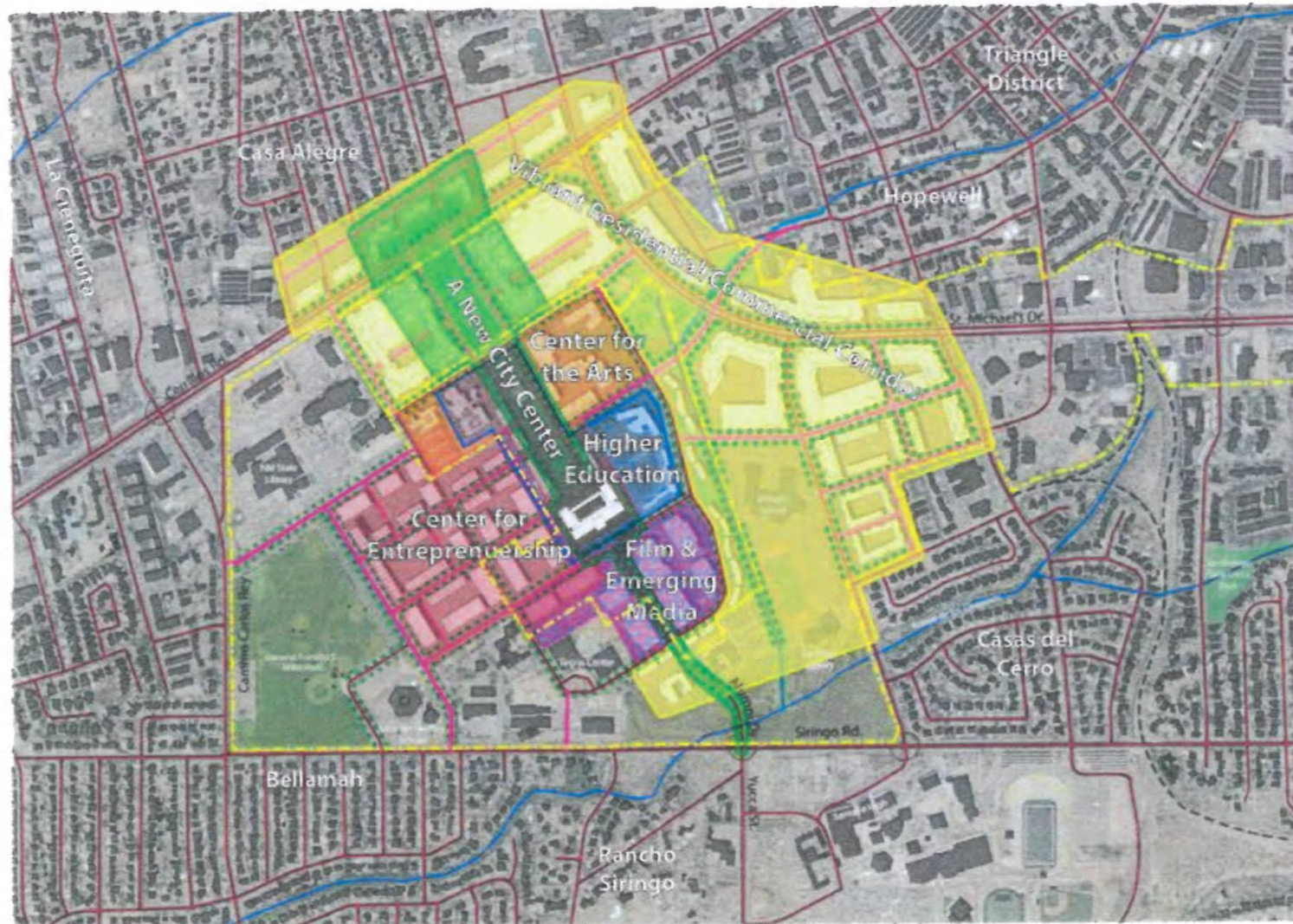
**Film & Emerging Media:** mixed-use tech-hub, expand Garson studios with additional sound stage and post-production facilities, include large professional maker-space.

**Entrepreneurship:** New local and high growth companies, makerspace, co-working.



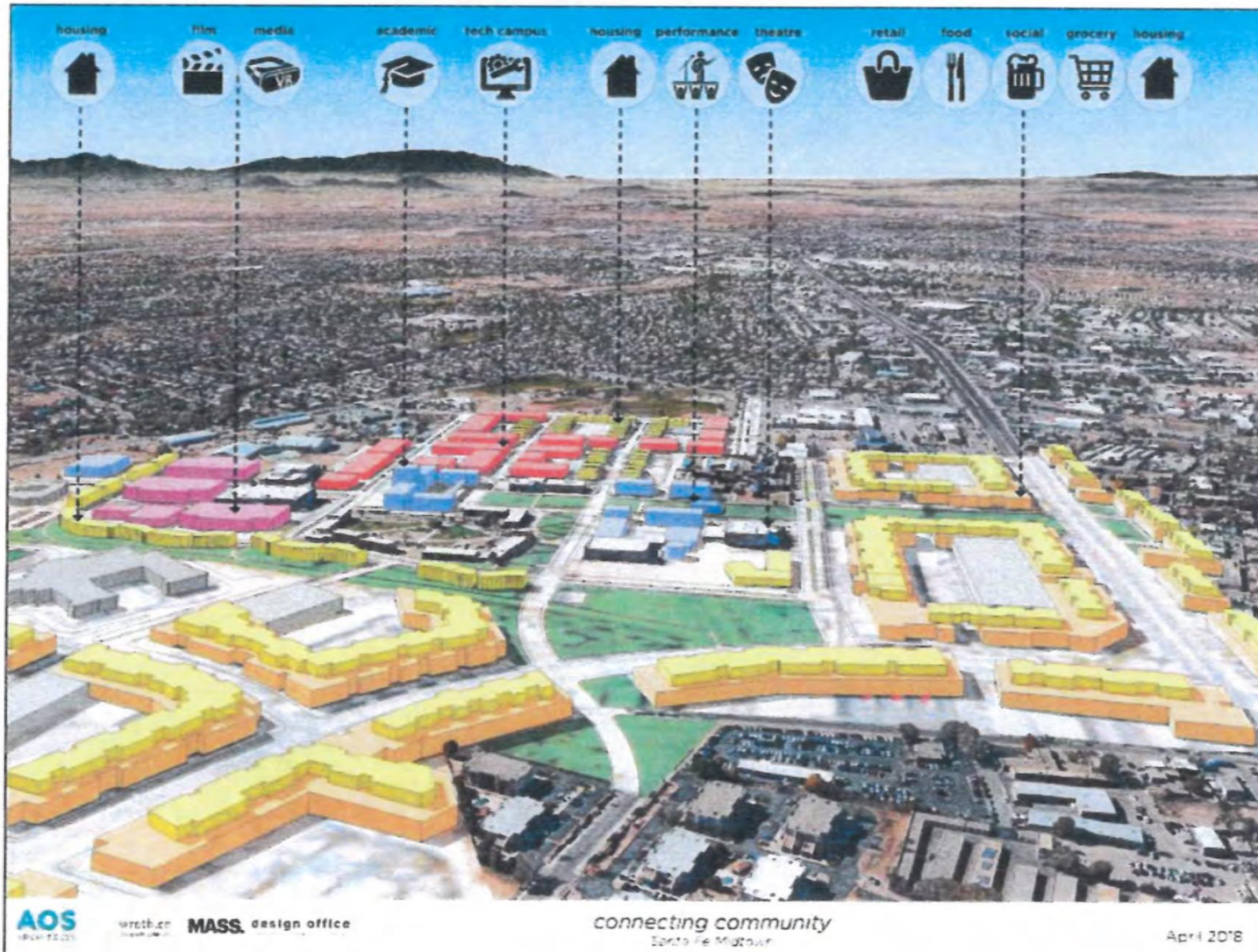
# Visualization Phase - Concept #5 Summary

Collaborate and Connect led by AOS



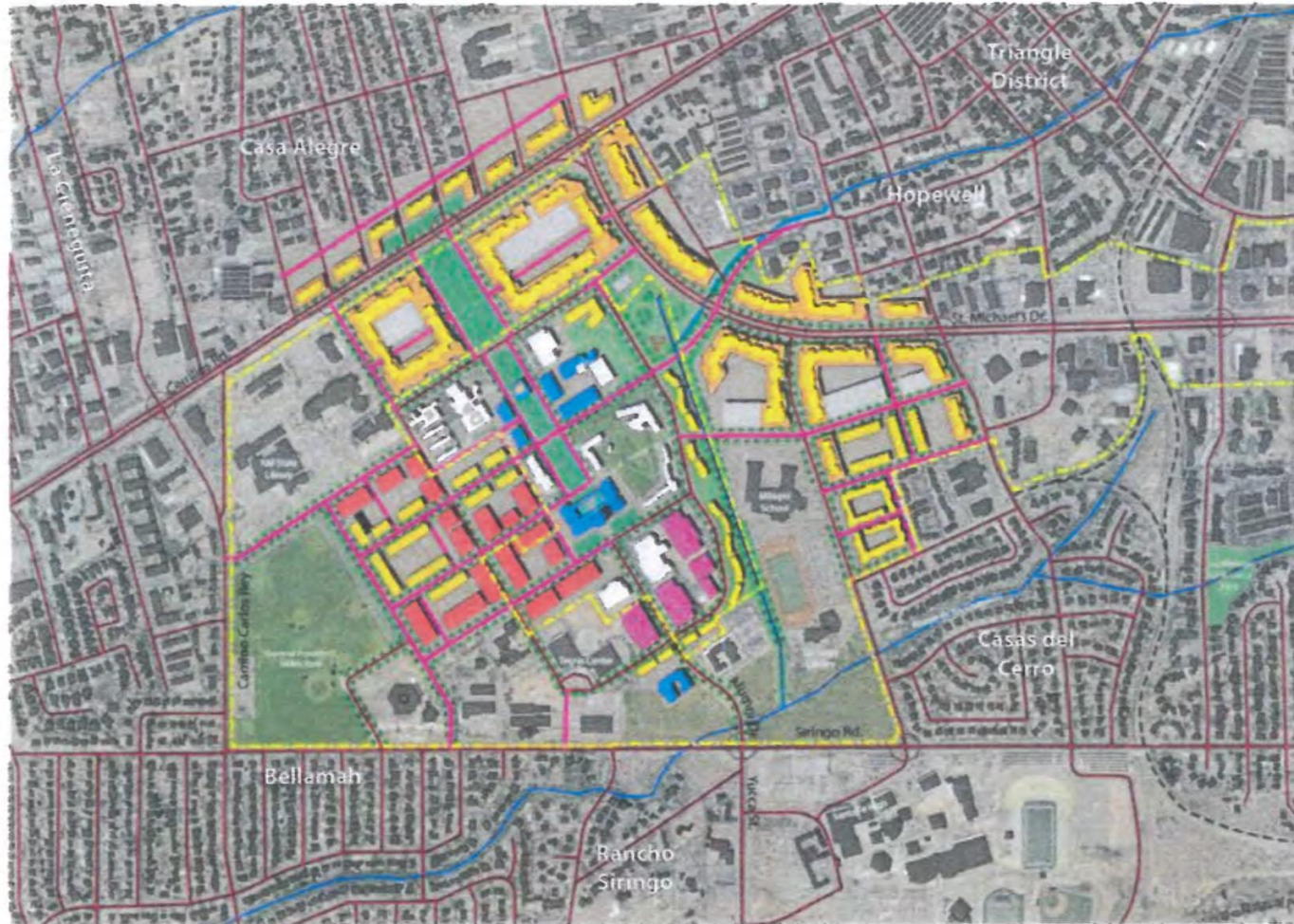
# Visualization Phase - Concept #5 Summary

Collaborate and Connect led by AOS



# Visualization Phase - Concept #5 Summary

Collaborate and Connect led by AOS



**AOS**  
ARCHITECTURE  
CONSULTANTS

with **MASS.** design office

*connecting community*  
Santa Fe Matown

April 2018

# Visualization Phase - Concept #5 Summary

Collaborate and Connect led by AOS



*mixed use periphery*

**AOS**  
ARCHITECTS

www.aos.com

**MASS. design office**

*connecting community*  
Santa Fe Metrowest

April 2018

## Visualization Phase – The Five Concepts: Details

For more information on SFAI visioning management, please click here:

<https://sfai.org/midtown-campus/>

For more information on the concept designs:

- To read descriptions of the five conceptual visions [click here](#)
- To review five conceptual vision presentations with images [click here](#).
- To watch 10 minute presentations by each team [click here](#).

# Table of contents

- Introduction & Project Timeline
- Summary & Opportunity
- Kick Off of Concept Stage
- Collection Phase I
- Collection Phase II
- Visualization Phase
- **Evaluation Phase**
- Appendix

# May: Evaluation Phase - Input on Five Strategic Concepts



## Overview – Evaluation Phase:

Conducted online (quantitative) and in-person (qualitative) forums for residents to evaluate concepts from Visualization Phase

**Objective:** To determine the community's reactions to and preferences based on the visual and narrative concepts developed by the five design teams. These concepts served to make ideas more tangible versus previous research where ideas were tested in text only. Also, it provided a range of options for the community to respond to in order to provide us with greater clarity on priorities and principles for redevelopment of the Property.

**Methodology:** Notably, any research method has its strengths and weaknesses. Thus, we utilized a variety of quantitative and qualitative approaches to compensate for weaknesses.

- **Quantitative:** We used the Metroquest platform for online, interactive surveys. This tool is used by cities around the US and abroad. It designed to ensure that the data collected is accurate and unbiased. To view demo of interactive survey, click <https://midtowncampus-demo.metroquest.com/>
- **Qualitative:** We conducted three in-person events at Santa Fe Art Institute, Southside Library and GCCC. All events were facilitated by local, professional facilitators, most of whom were bilingual. Two events were limited to 100 people because of size constraints. The third at GCCC was open to all.

On the following slides, the title will indicate whether the information represented is quantitative or qualitative.

## Participation Goal & Results – Evaluation Phase

**Goal:** 400-600 in-person participants. 300-500 online participants.

**Results:** 413 total in-person participants generating 986 substantive comments on Post-Its.  
538 completed online surveys. 428 people added written comments.

# Quantitative Research – Evaluation Phase

## 1 - Category Ranking Overview

Before reviewing and rating the five concepts or individual elements of each concept, respondents were asked to rank category priorities by putting them in numerical order of importance to them.

These categories are represent the top themes and uses from the Collection Phases.

This slide and the next two slides demonstrate respondents' options, respective definitions and results.



# Quantitative Research – Evaluation Phase

## 1 - Category Definitions

### Education

Mix of 4-year degree, vocational and professional education covering subjects like art & design, business & entrepreneurship, film & emerging media, public policy and STEM. Coordinate with high schools and local & regional higher-education institutions. 21st Century Library, probably, Fogelson upgrade.

### Housing

Increase workforce housing options. A mix of housing and outdoors spaces that integrate with other uses of the site and the surrounding community. Primarily apartments and live/work spaces. Possibly some single family homes and/or condos bordering existing residential neighborhoods.

### Film and Emerging Media

Expand Film & emerging media industries. Garson Studio Complex is expanded to include additional sound stages, post-production facilities, mill, offices, etc. Complex is leased to film and emerging media companies. Also used by education providers and other creative businesses

### Sustainability

Become model of sustainability. Using and innovate sustainability best practices. Develop infrastructure for water capture & reuse, solar energy production & storage, micro-grid energy distribution, etc. Landscape for beauty, shade and drought tolerant. Pedestrian & bike friendly.

### Art and Creativity Center

Be a hub of art, design & creativity. Expand the visual and performing arts by adding contemporary museum, culture center or other new buildings to enhance the experiences provided at the Greer Garson Theater, The Screen and SFAI. Bring more festivals, events and family activities outside.

### Community Life

Improve quality of life for all residents, especially middle income families and people in their 20s and 30s, with a 21st century library, inviting outdoor spaces, fitness centers, playgrounds, health & wellness providers, day care, food trucks, etc.

### Innovation and New Business

Building on our creative culture, promote new business and innovation with premier maker space, co-working locations, business accelerator, internship & mentor programs, tech transfer hub, small business resource center, etc. High speed broadband.

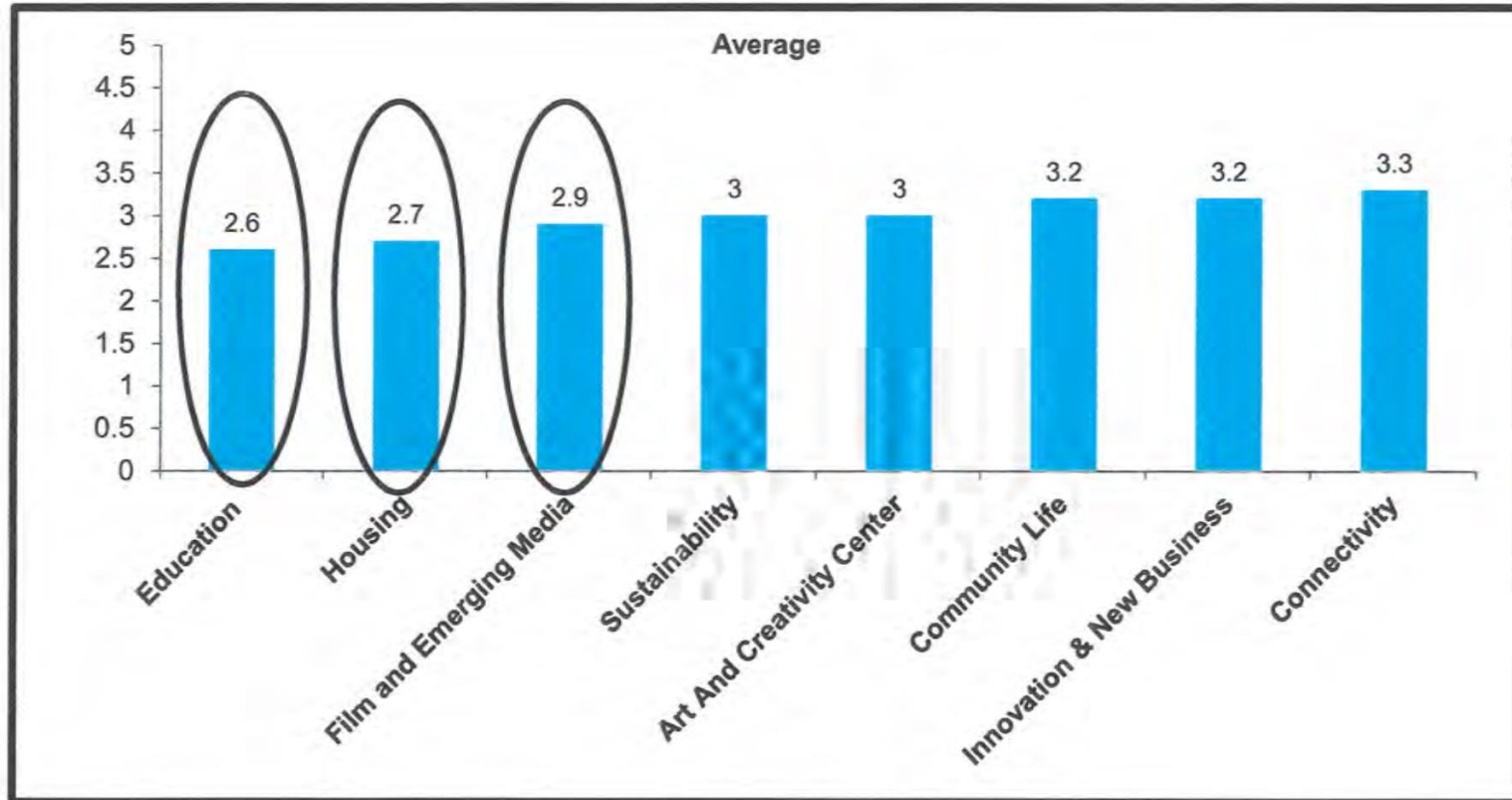
### Connectivity

Physically: Enhance how people can get to and from destinations in and around the site. Make this efficient and enjoyable.

## Quantitative Research – Evaluation Phase

### 1 - Category Ranking Results

Lower score is better. People were asked to rank on a scale of 1 – 5 with one being highest priority.

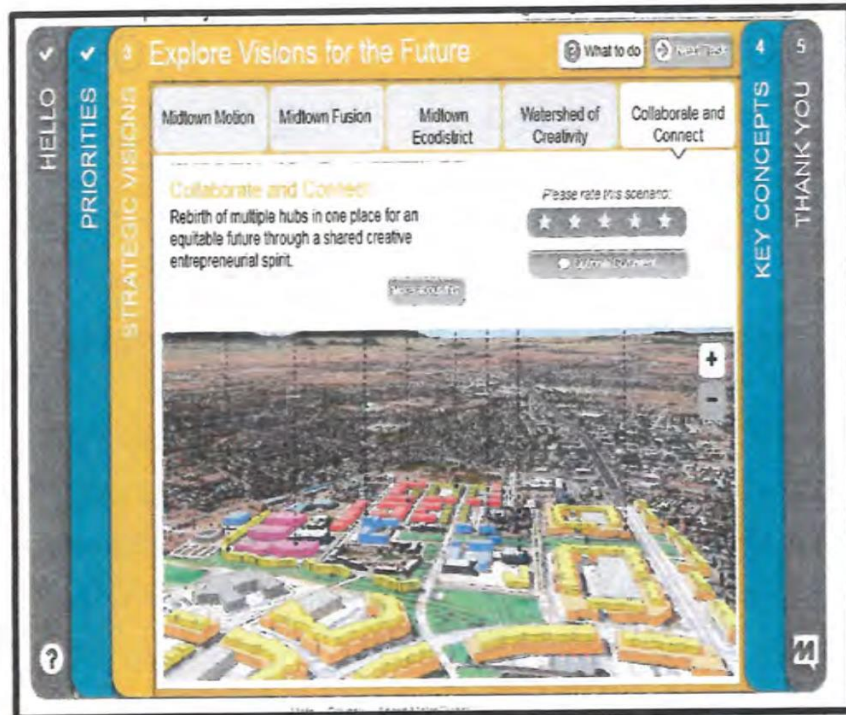


There is not a significant spread between the best (2.6) and the worst (3.3), indicating that all categories are valued highly to moderately high. This is not surprising since these categories were derived from the research in the Collection Phases of this process, as well as from information gathered in prior research such as RE:MIKE, Culture Connects and NCS.

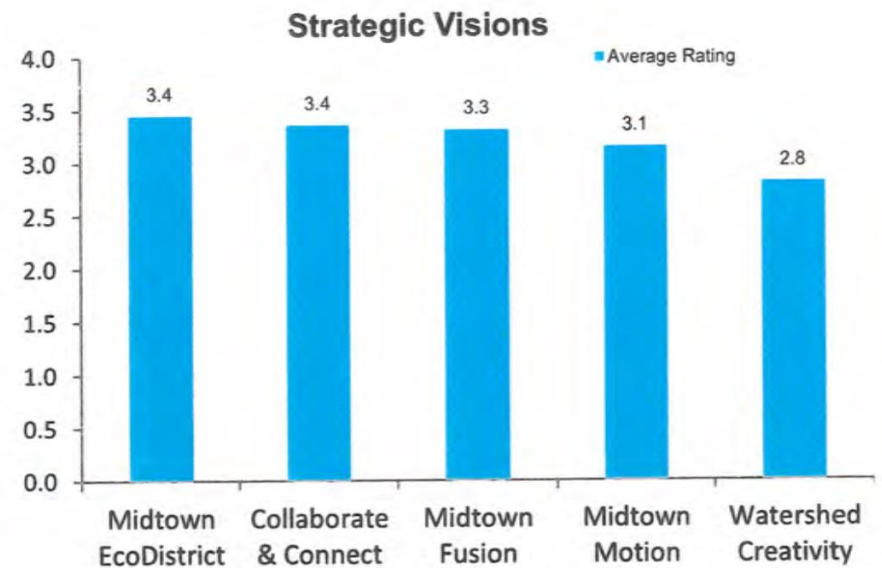
# Quantitative Research – Evaluation Phase

## 2 - Concept Rating Overview and Results

After ranking the Categories, participants were invited to rate and comment on each of the five visual concepts developed during the Visioning Phase. In this case, higher the score is better.



The visual concepts served as a basis for a dialogue around possibilities, compromises, principles, needs and aspirations for the Property and surrounding areas.



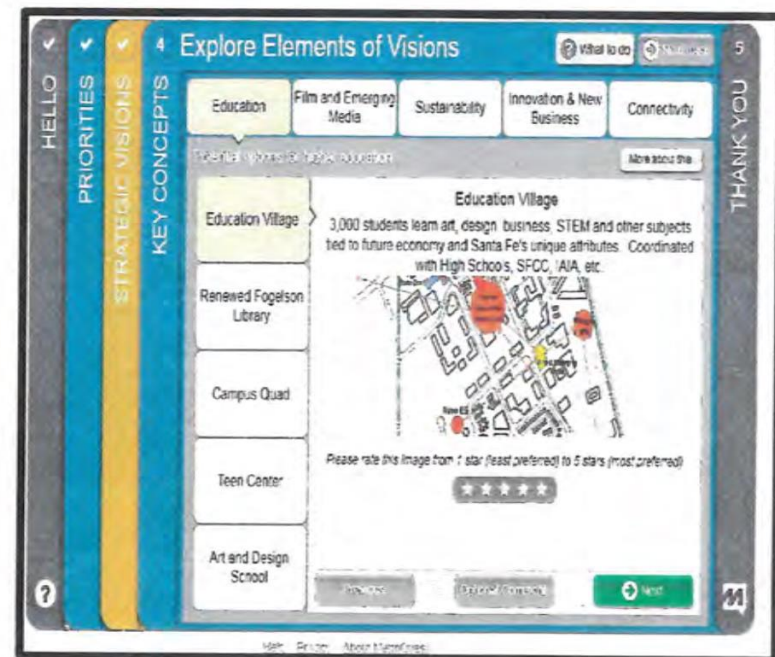
Any score above 3 is considered favored or strongly favored. The maximum score possible is approximately 3.8. Only Watershed Creativity concept scored below 3.

## Quantitative Research – Evaluation Phase

### 3 - Individual Element Rating Overview

After rating the five Concepts, participants were invited to rate and comment on specific elements from the designs. In total, there were 40 elements to rate.

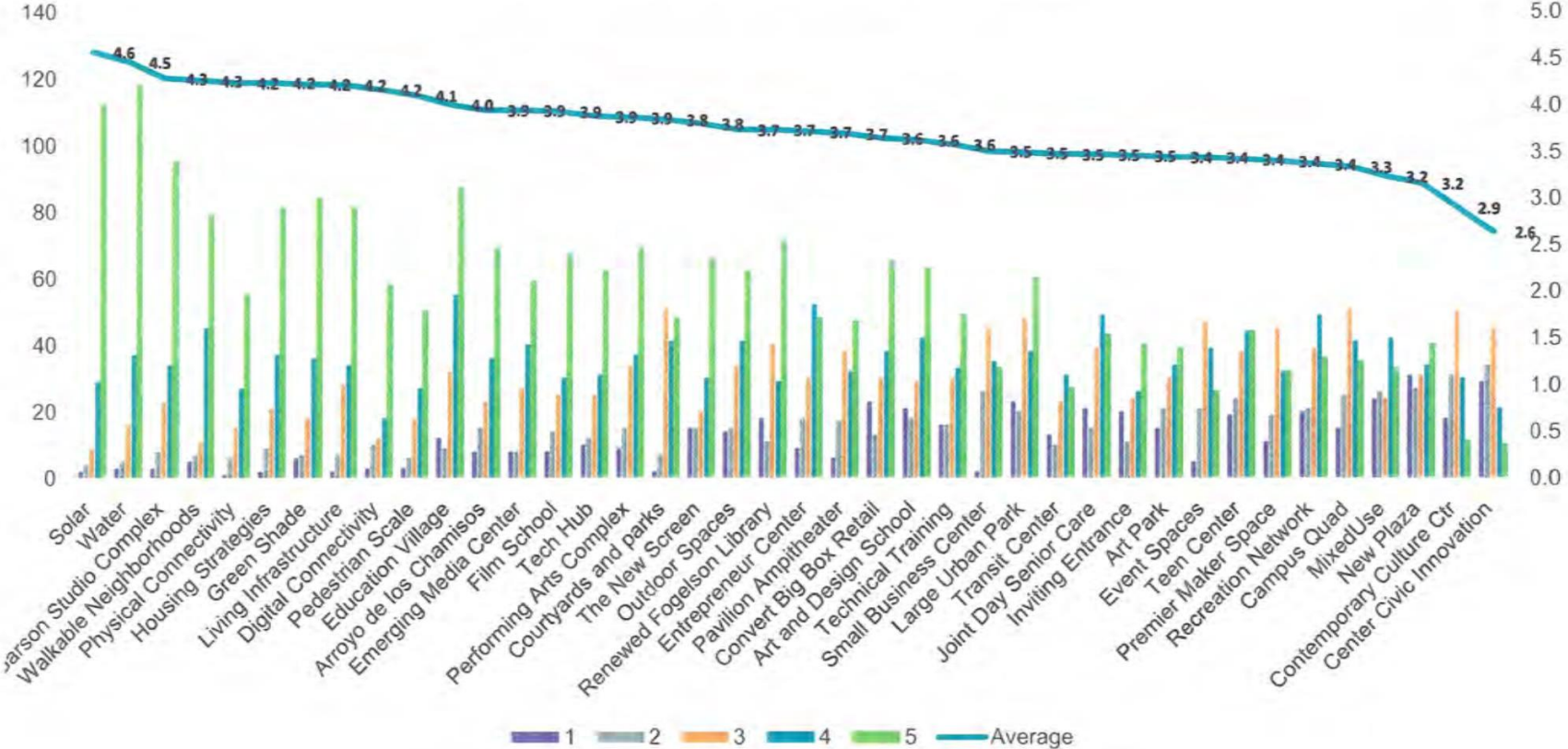
The following four slides show the results of the survey.



# Quantitative Research – Evaluation Phase

## 3 - Individual Element Rating Results – Summary

Overall Idea Ratings from Quantitative



- Ideas scoring 4.0+ are considered top priorities. Those rating 3.5-3.9 are preferred.
- "Sustainability" and "Film & Emerging Media" rated below "Education" as the top categories, however, some of the individual elements of those categories were in the top tier of preferred uses.

## Quantitative Research – Evaluation Phase

### 3 - Individual Element Rating Analysis – Top Priorities

- **Solar and water (4.5).** To maintain sustainability and drive innovation in the industries (4.4).
- **Capitalize on Garson Studios (4.3)** Can be integrated with emerging media center (3.9) and/or film school (3.9).
- **Green shade and living infrastructures promoting community interaction (4.2).** Preserve and integrate Arroyo Chamiso (3.8). May include signature feature of a large urban park (3.5) and variety of outdoor spaces (3.6)
- **Walk-able neighborhoods and pedestrian scale (4.2).** Ample physical connection to surrounding areas. Moderate to high desire to convert big box retailers to change current landscape, preventing area from becoming a generic without unique Santa Fe characteristics (3.6).
- **Variety of housing strategies (4.1).** Avoid displacement. Promote social equity and prosperity. Support on-site uses such as housing for all students.
- **Digital connectivity (4.1)**
- **Higher education village capitalizing on Santa Fe’s assets, resources and culture (4.0)** We did not test all curriculum subject areas. Film school (3.9) and Art & Design rated (3.5) as preferred.

Note: Some ideas are related and, therefore, merged for presentation purposes. Example Solar and Water are both related to sustainability

## Quantitative Research – Evaluation Phase

### 3 - Individual Element Rating Analysis – Next Tier of Preferred Priorities

- **Tech hub that may include business accelerator, financing organizations, new & existing businesses and/or onsite tech transfer services tied to NM labs and universities (3.9).** Consider integrating
  - Entrepreneurship Center (3.6) and Small Business Center (3.4) to create opportunities, diversity and grow of both local and export-based businesses.
  - Technical Training Center (3.6) to increase possibilities for young people without duplicating efforts with SFCC.
  - Premier Maker Space (3.4) that can also serve educational needs
- **Add one or more multi-use buildings to expand performing and visual arts currently available at Greer Garson Theater and SFAI (3.8).** Add one or more multi-use buildings to expand performing and visual arts currently available at Greer Garson Theater and SFAI as well as create outdoor performance space. Possibly modernize The Screen (3.8) to take digital films and improve sound quality.
- **Renewed Fogelson or other 21st Century Library (3.7)**
- **Incorporate variety of courtyards and parks (3.6),** outdoor spaces (3.6) and a pavilion amphitheater (3.6) to enrich residential life and activities in a centrally located area.
- **Transit center to promote a greater variety of mobility (pedestrian, sharing, electric, biking, public) and access to site activities (3.5).**

## Quantitative Research – Evaluation Phase

### 3 - Individual Element Rating Analysis – Bottom Tier

Not Desired for Property Unless Integrated with other Priorities

- Joint Senior and Child Day Care Center (3.4)
- Inviting Entrance that makes the campus visible and easily accessible by car, bus, bike, foot (3.4)
- Art Park: Variation of large urban park with emphasis on artwork and art events (3.4)
- Teen Center: Innovation center, mentorship programs, job preparation, internship placement and/or a variety of skills training (3.3)
- Premier Maker Space: Some residents concerned about competition with MakeSF (3.3)
- Recreation Network: Variety of indoor and outdoor fitness and athletic venues (3.2)
- Campus Quad and/or New Plaza( 3.2)
- Mixed-use housing located on St. Mike’s or Cerrillos with commercial on ground floor and housing above (3.3)
- Contemporary Culture Center: residents value more democratic community activities, yet an additional cultural center or museum is seen as redundant in Santa Fe (2.9)
- Center for Civic Innovation (2.6) making government more accessible is , “nice to have” but not a priority (2.7)

## **Quantitative Research from Collection Phases**

### **Additional Non-desired Uses for the Property**

The following were not specifically tested in the Evaluation Phase. However, some of the visual concepts included one or more of these, none of which resulted in any measurable positive support.

- Homeless shelter, although workforce training for homeless was positively identified
- New City Hall
- Consolidating portion of city government offices
- Dog park
- Office space, unless it is tied to specific strategic objective like expanding film business
- Substantial retail
- Significant single family housing development

## Qualitative Research – Evaluation Phase - Overview

In-person events to engage residents with designers and each other to have deeper conversations on preferences and concerns

At the three in-person events, participants were invited to write comments on post-it notes and to use green (positive) and red (negative) stickers to indicate elements of the concepts they liked or disliked. They also were able to vote on their overall favorite concept.

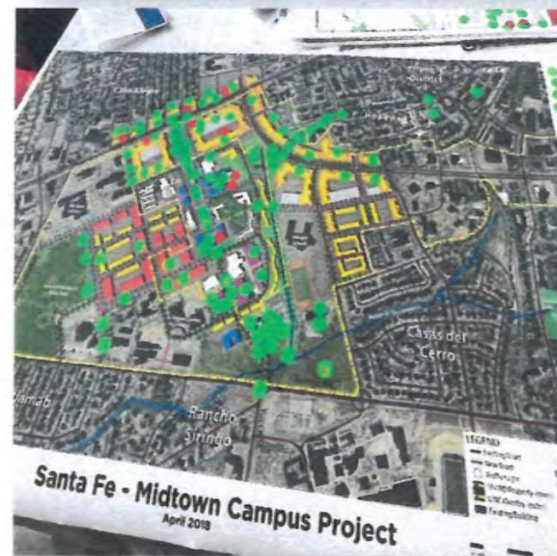
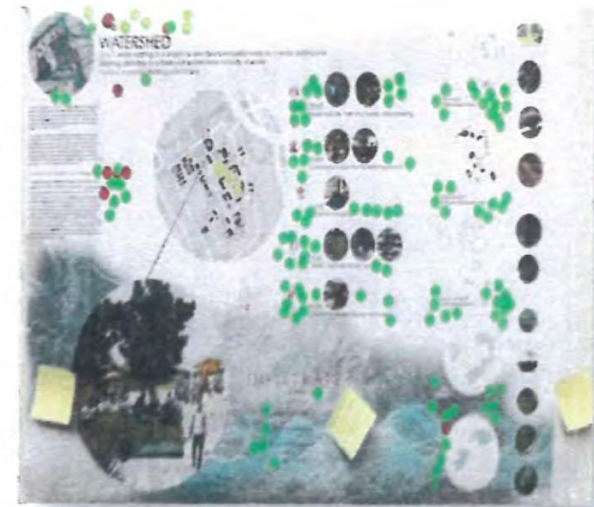
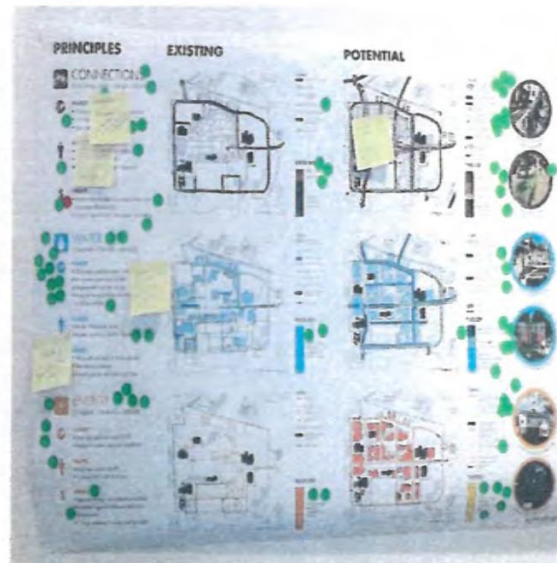
We tabulated and grouped all of the stickers, and read all of the comments, in order to identify areas of passion or concern.

All of this is qualitative data. The primary value of this information was to add details and context to the quantitative data we collected as described in prior slides.



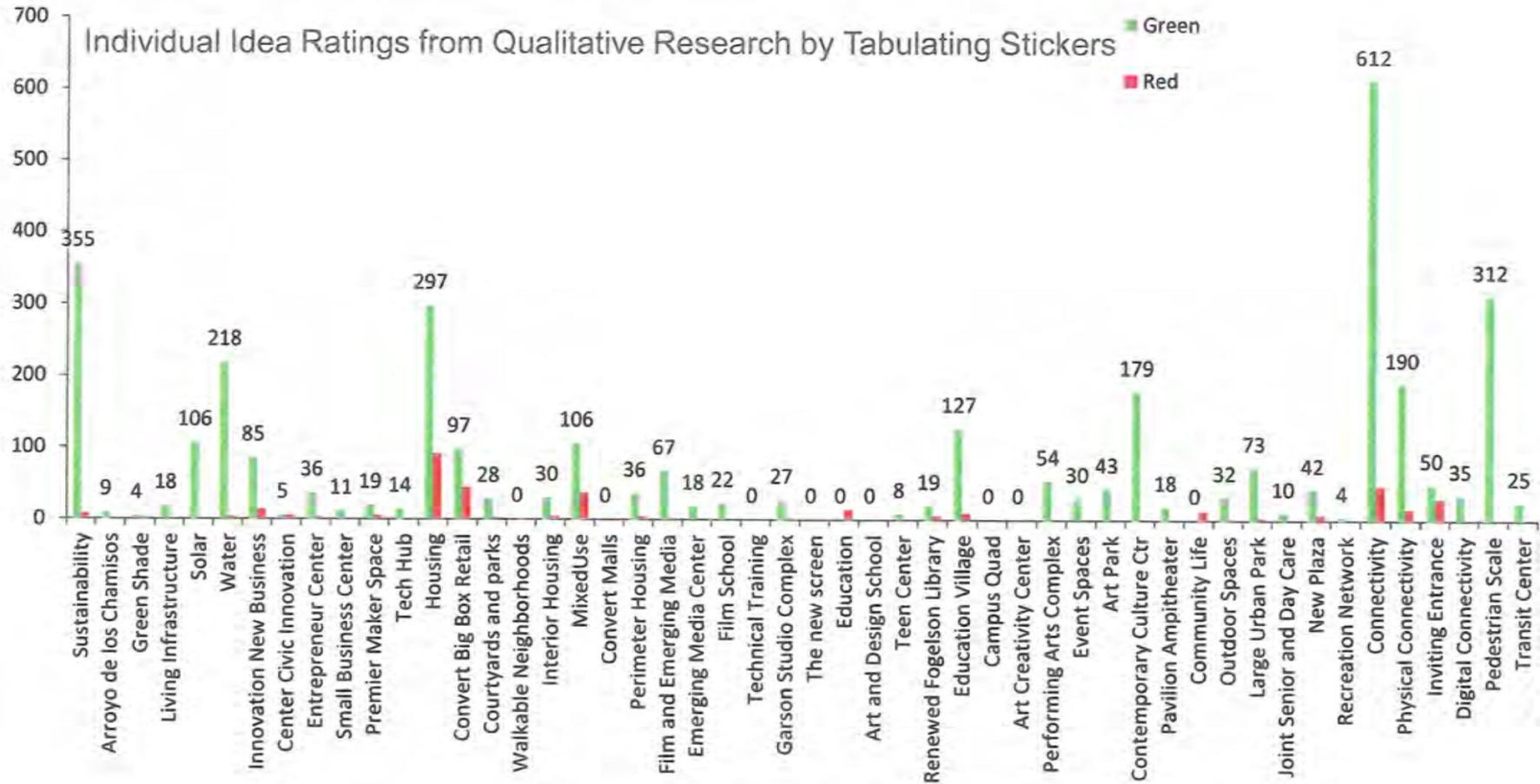
# Qualitative Research – Evaluation Phase

## Samples of in-person feedback



# Qualitative Research – Evaluation Phase – Stickers Tabulation

## Individual Elements - Summary: Desired (Green) and Undesired (Red)



## Qualitative Research – Evaluation Phase – Stickers Tabulation

### Individual Elements - Analysis and Priorities

**Sustainability (355):** Solar (106) & Water (218)

**Connectivity (319):** Physical (190), Inviting/grand entrance (50/30), Digital (35). This is a low number but many comments that is a “no brainer”)

**Housing (297):** Perimeter housing (36). Possibly convert malls to high density housing and parking (97/44), and develop mixed-use buildings which are apartments and/or condos above commercial use on ground floor (106/37)

**Community Life (161):** Large urban park (73), variety of outdoor spaces (32), new plaza (42/7). See Midtown Fusion and Collaborate & Connect for examples of large urban parks.

**Art & Creativity Center (145):** Performing arts complex (54); Art park, which is derivative of the larger urban park proposed in Midtown Fusion (43); Variety of indoor and outdoor event spaces (30)

**Film & Emerging Media (127):** Expand Greer Garson Complex (87), Film School (22)

**Education (101):** Higher Education Village (74), Fogelson as 21<sup>st</sup> century library (19/5)

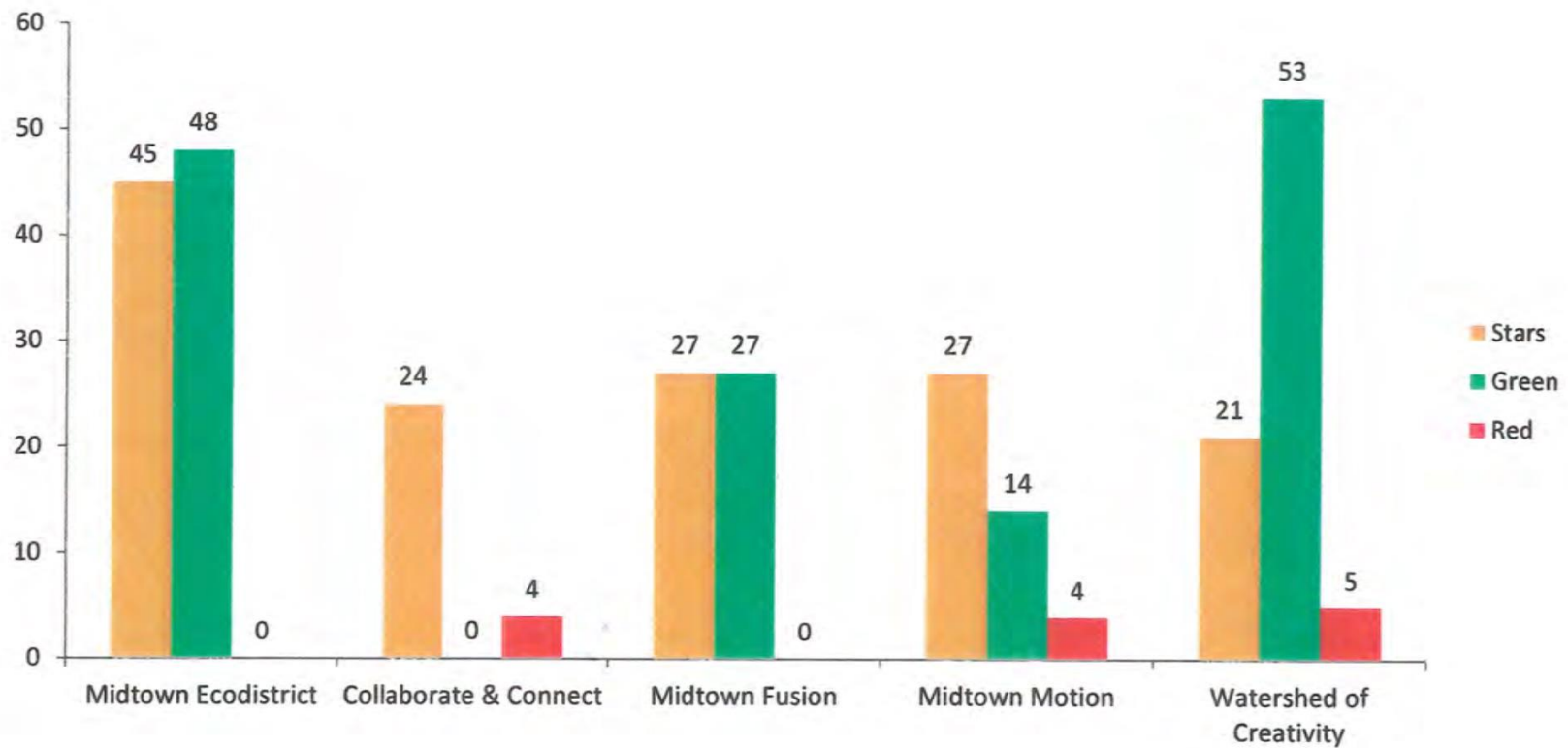
**Innovation & New Business (85):** Entrepreneur center (36), Tech Hub (14)

- The numbers are skewed in favor of the top items in part because two concepts were primarily about sustainability, and all concepts addressed the importance of connectivity/integration with surrounding neighborhoods and Santa Fe at large.
- If there is a single number, it indicates high, positive interest. If there is combination (ex: 106/37), it indicates an element that is desired, but potentially controversial because of ratio of green to red dots.

# Qualitative Research – Evaluation Phase – Stickers Tabulation

## Favorite Concept Voting

People were given stars to vote on favorite overall concept. They also used green and red dots to express additional support as well as red dots to express dislike of overall concepts.



## Qualitative Research – Evaluation Phase – Comments from Post-Its

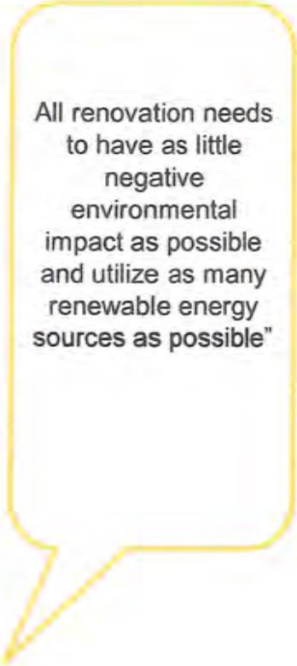
Comments were organized into the five themes developed at the conclusion of the Collection Phases.

1. Higher Education
2. Center for Entrepreneurship
3. Film and Emerging Media
4. A New City Center
5. Center for the Arts


All comments were documented, read, categorized and analyzed.

Representative quotes are on the following five slides.

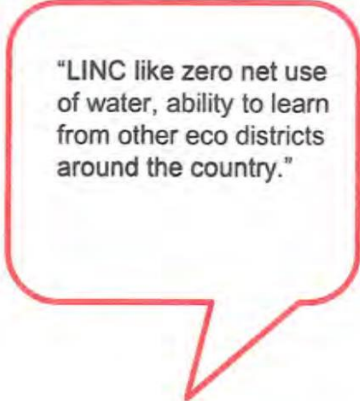
## 1. Sustainability - comments which exemplify most residents opinions




All renovation needs to have as little negative environmental impact as possible and utilize as many renewable energy sources as possible"



I hope that whatever ends up being built/renovated, the city will hire local companies who pay equitable rates, honor the traditional aesthetic and use "green" methods and techniques

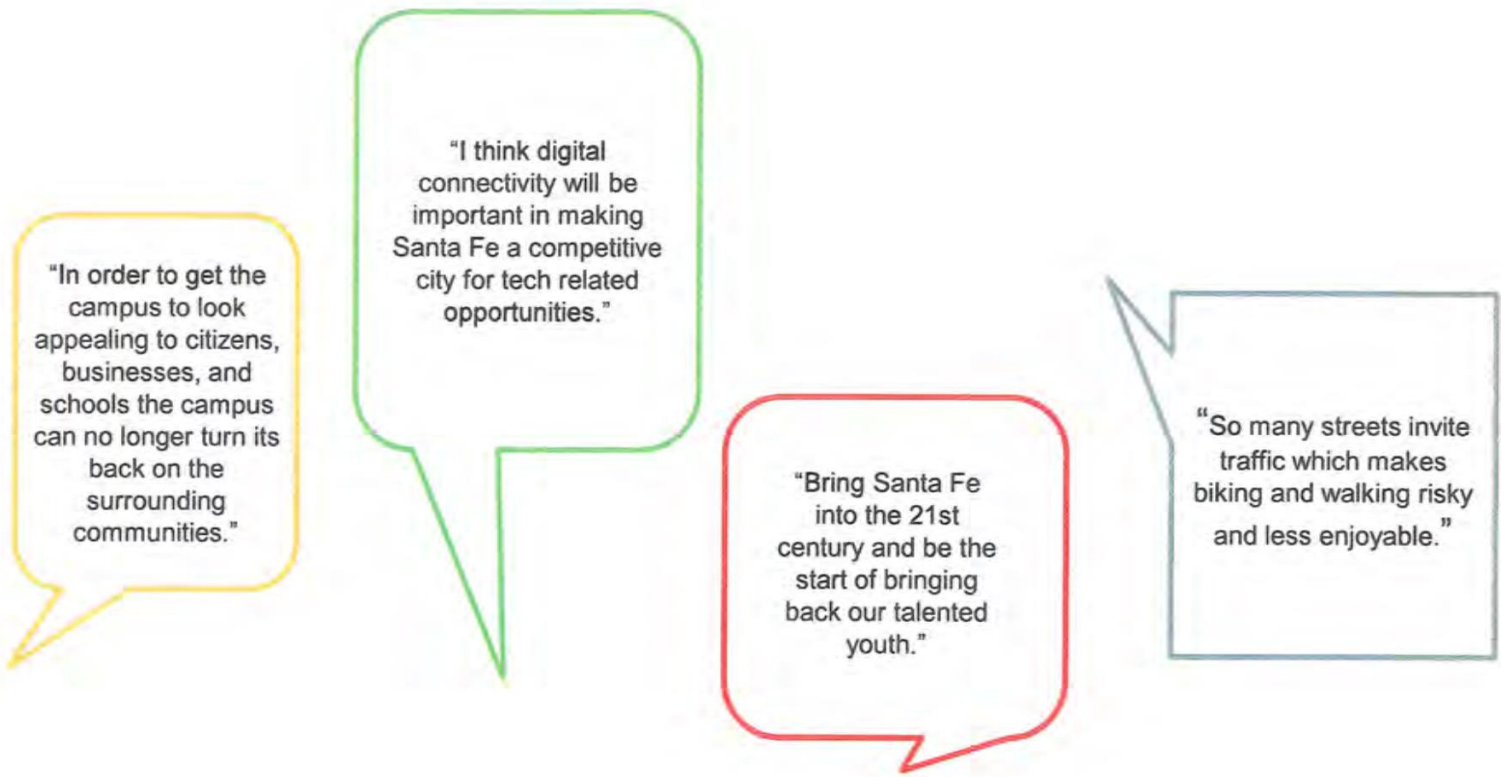


"LINC like zero net use of water, ability to learn from other eco districts around the country."



"Set new standard for recycling, energy conservation and water management."

## 2. Connectivity - comments which exemplify most residents opinions



### 3. Housing - comments which exemplify most residents opinions

"Just because you can go 5 stories does not mean you should. Santa Fe is known for its views."

"It is ok to use different parts of the campus for different things. Let's use each of its buildings purpose for that purpose."

"Mixed use, rentals, affordable housing; all to be done to maximize payment of city debt."

"Displacement is a huge issue."

"While affordable housing is imperative, this project should be viewed only as a very small, partial solution inside a much larger city redevelopment/housing plan."

#### 4. Community Life - comments which exemplify most residents opinions

Need a gathering place for the community that has a more diverse draw in term of things to do than the plaza"

"A place for regular folks to have a place to meet and play"

"A central parklike gathering space would encourage more of a community feel than several outdoor spaces scattered throughout"

"Love the life cycle feel of birth to career."

"Need a good area where people can easily access services and mix all age groups."

## 5. Art and Creativity Center - qualitative comments which exemplify most residents opinions

"Santa Fe has always been known for the arts and should work hard to keep pace with the international market but keep it in check."

"Too much emphasis on creative and entrepreneurial. Santa Fe needs economic development"

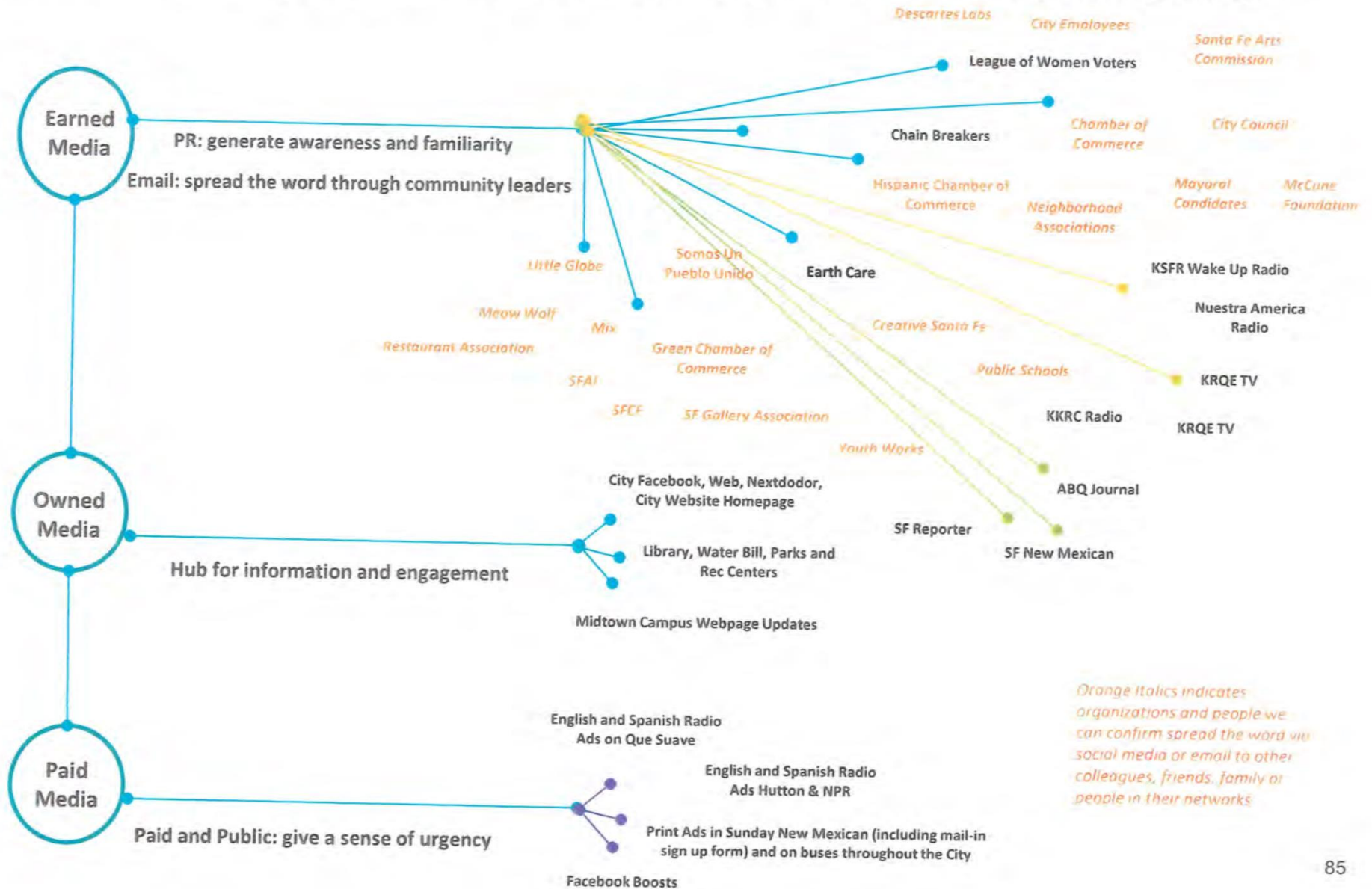
"Don't change the Greer Garson Theatre"

"No more arts"

"With so many areas of Santa Fe focused on art, the locals would like to see the center of town be more focused on a usable space for business, outdoor spaces, bike paths and venues for families to be engaged"

# Outreach – Evaluation Phase

Included more paid media and increased earned media via interviews



# Next Steps are Planning and Implementation



## Planning Stage - Overview

The Midtown Campus Project culminated in the development of strategic Planning Guidelines. These set forth the guiding principles, vision and prioritized uses for the Property.

They will be used by the Governing Body, City Staff and any vendors, partners or other stakeholders to guide decision-making regarding planning for and implementing any plans or other activities related to the use and development of the Midtown Property. This includes the on-going management of the Property unless or until another party is responsible for such management.

It is anticipated that the Governing Body will adopt the Planning Guidelines in July 2018, and direct City Staff to begin the Planning Stage in August 2018.

The Planning Guidelines will be found at [https://www.santafenm.gov/midtown\\_campus\\_project](https://www.santafenm.gov/midtown_campus_project).

# Appendix

## Additional Details and Information

## Suggested Reading – Part 1 of 2 – Other Research Relied Upon

- Culture Connects
- RE: Mike
- Santa Fe Crossroads Report 2017
- Bloomberg Mayor Challenge Report
- NCS Reports User Guide
- NCS Santa Fe Community Livability Report Bureau of Business And Economic Research Forecast County Economic Projections 2013 – 2030
- Santa Fe Advance Report from Santa Fe Community Foundation
- Santa Fe Chamber Commerce Member Survey 2016

All can be found at [https://www.santafenm.gov/midtown\\_campus\\_project](https://www.santafenm.gov/midtown_campus_project)

## Suggested Reading – Part 2 of 2 – Relevant Documentation, Ordinance & Resolutions

- Aerial Photo of Property and Surrounding Area
- Appraisal of Campus Property
- Campus Plat and Building
- Midtown Campus Project Description
- Midtown LINC Overlay Summary
- SFUAD Resolution 2017
- Design Guidelines for Site at Santa Fe University of Art & Design Briefing
- Economic Projections 2013 – 2030
- Santa Fe Advance From Santa Fe Community Foundation
- Santa Fe Chamber Commerce Member Survey 2016
- Aerial Photo of Property and Surrounding Area
- Appraisal of Campus Property
- Campus Plat and Building

All can be found at [https://www.santafenm.gov/midtown\\_campus\\_project](https://www.santafenm.gov/midtown_campus_project)

## Collection Phase I & II : Demographic and Geographic Analysis

The following eight slides provide additional detail on the demographics and geographic profile of the participants in our Collection Phase I & II.

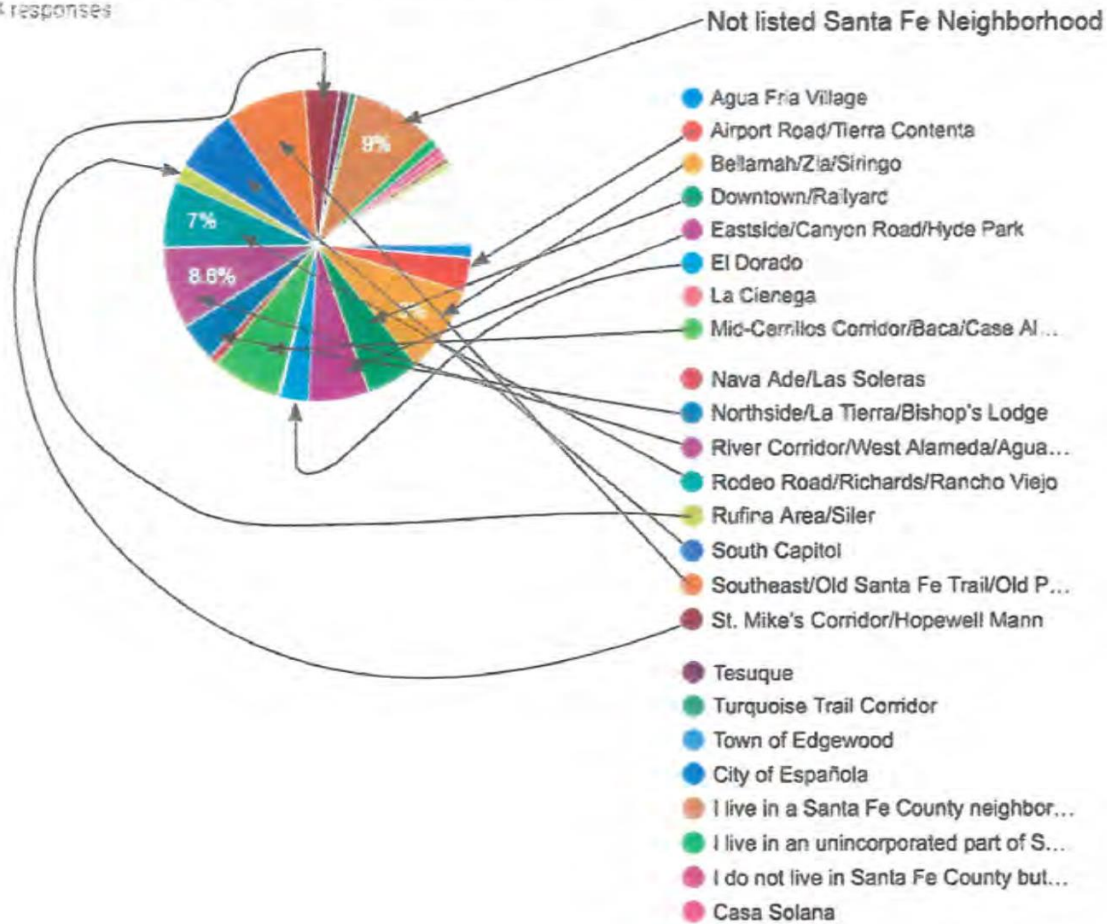
We conducted a variety of comparisons such as local neighborhoods to remainder of City, each district to the other, Hispanics relative to non-Hispanics, and low income relative to high income for Collection Phase II. In each instance, there was not statistically meaningful difference among any group versus another .

There are some slight differences which are summarized on following slides.

# Collection Phase I: Ideation Session Demographics

Please indicate the neighborhood you live in?

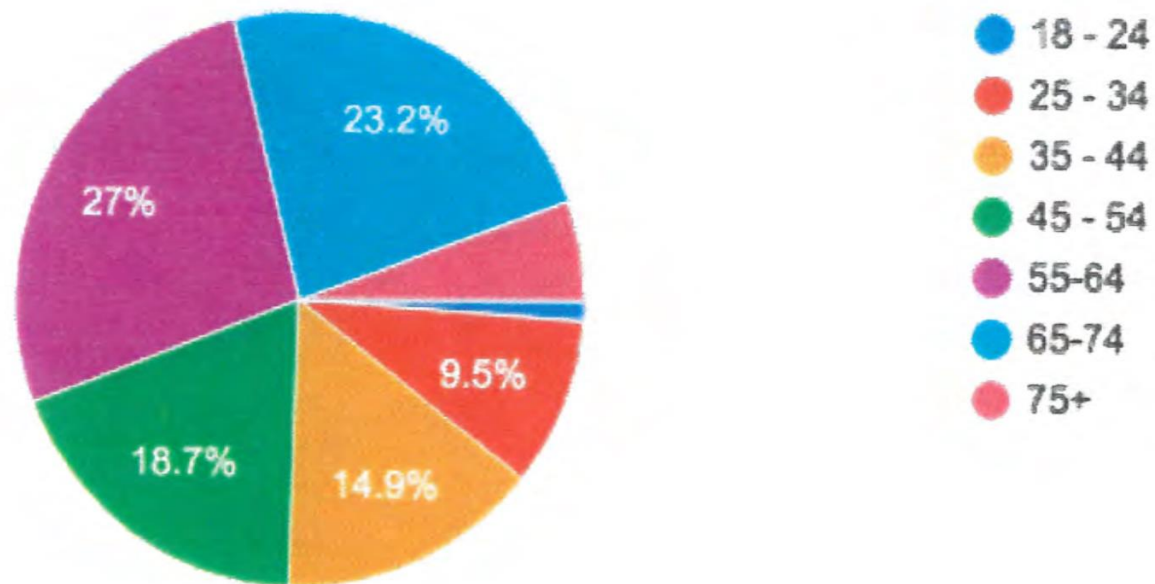
144 responses



## Collection Phase I: Ideation Session Demographics

### What is your age?

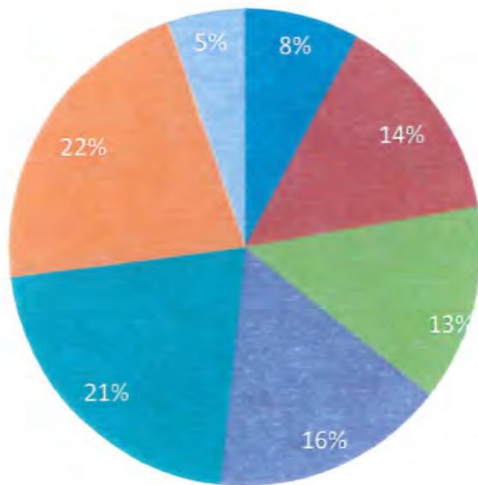
444 responses



# Collection Phase II: Rating and Ranking Survey Demographics

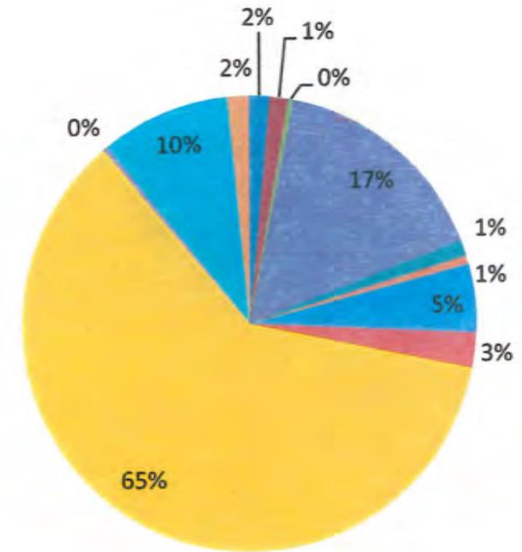
Age

- 18 to 24
- 25 to 34
- 35 to 44
- 45 to 54
- 55 to 64
- 65 to 74
- 75 or above

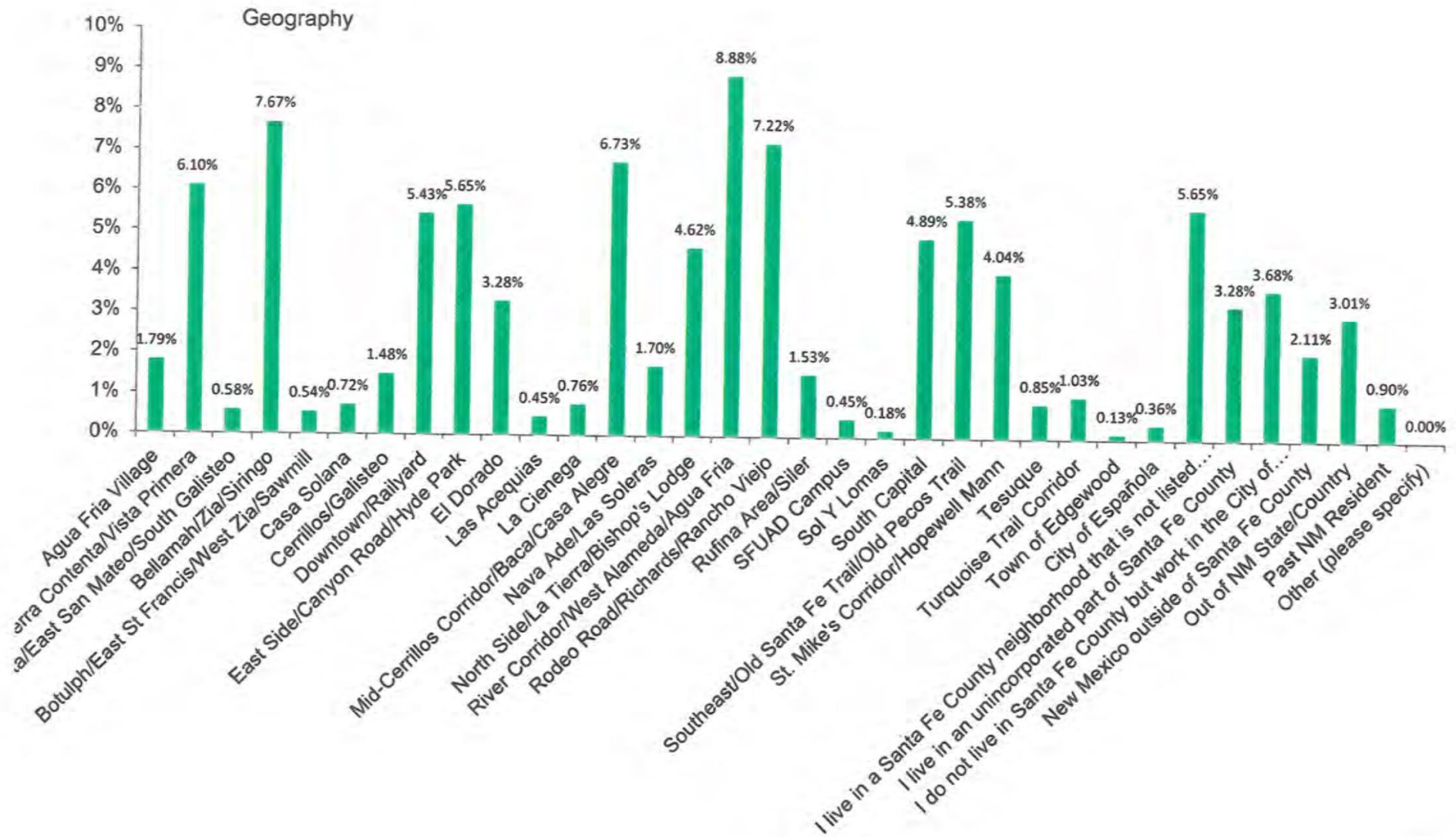


- African American, Black, Afro-Caribbean
- East Asian, Asian American
- Hawaiian/Pacific Islander
- Hispanic, Latino
- Jewish
- Middle Eastern, Arab American
- Multi-racial
- Native American, Alaskan Native
- Non-Hispanic White
- South Asian, Indian American
- Decline to state
- Other (please specify)

Ethnicity



# Collection Phase II: Rating and Ranking Geography of Participants



## Collection Phase II: Rating and Ranking Income Distribution of Participants



## Collection Phase II: Neighborhood Variations

There is very little difference between the local neighborhoods and the community at large.

The immediate neighborhoods next to and residents living on SFUAD tend to Rate a use slightly higher than the norm, perhaps suggesting more overall enthusiasm for improvements to the Property.

Relative to all other participants, the neighbors and SFUAD residents had 9 of the same top 10 in Ranking.

- More strongly favored the Library (Rated 7.3 out of 9) than other residents (6.8).
- Favored local retail more strongly than the norm, but still was neutral on that use for the property.

## Collection Phase II: Age Variations - Under 35 Compared to 55-74

Under 35 slightly favored the following more than the norm

- Higher Education: 4 year college, 2 year college and post-graduate
- Maker Space

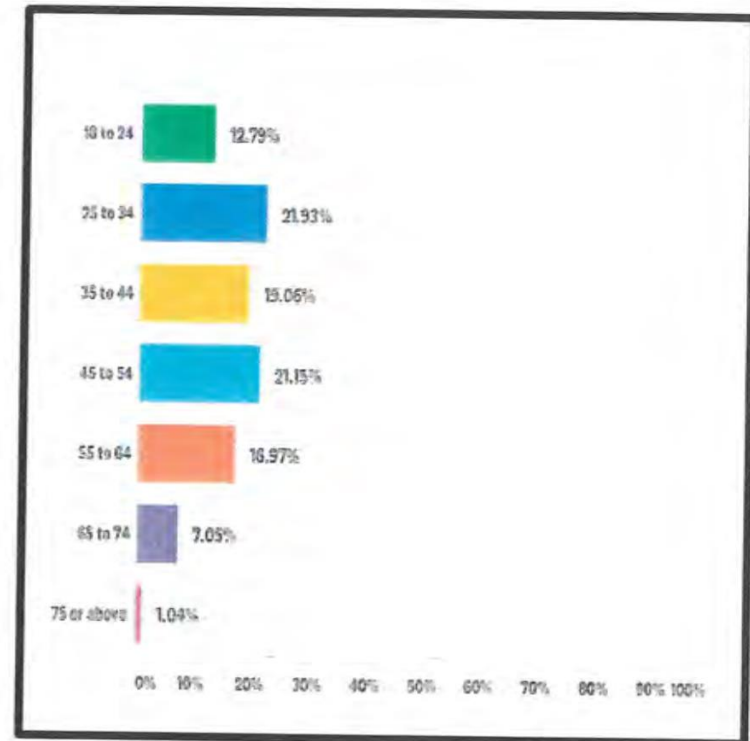
Under 35 disfavored moving Gov't Offices and creating Office Space even more than older participants.

Each age demographic (18-24, 25-35, so on) slightly favors Open Spaces more than the prior age group.

## Collection Phase II: Ethnicity Variations - Hispanic/Latino to All Others

### Hispanic and Latino:

- Strongest group in favor of Higher Education, including ranking Post-Graduate and 2-Year College in the top ten. But, still only slightly higher than all other participants.
- Ranked Workforce Housing 4 levels below the average.
- Significantly lower on Live/Work Housing than rest of respondents.
- Somewhat lower on Co-Working and Community Garden.
- Younger on average than all respondents.



## Collection Phase II: Additional Voting on General Features for the Property

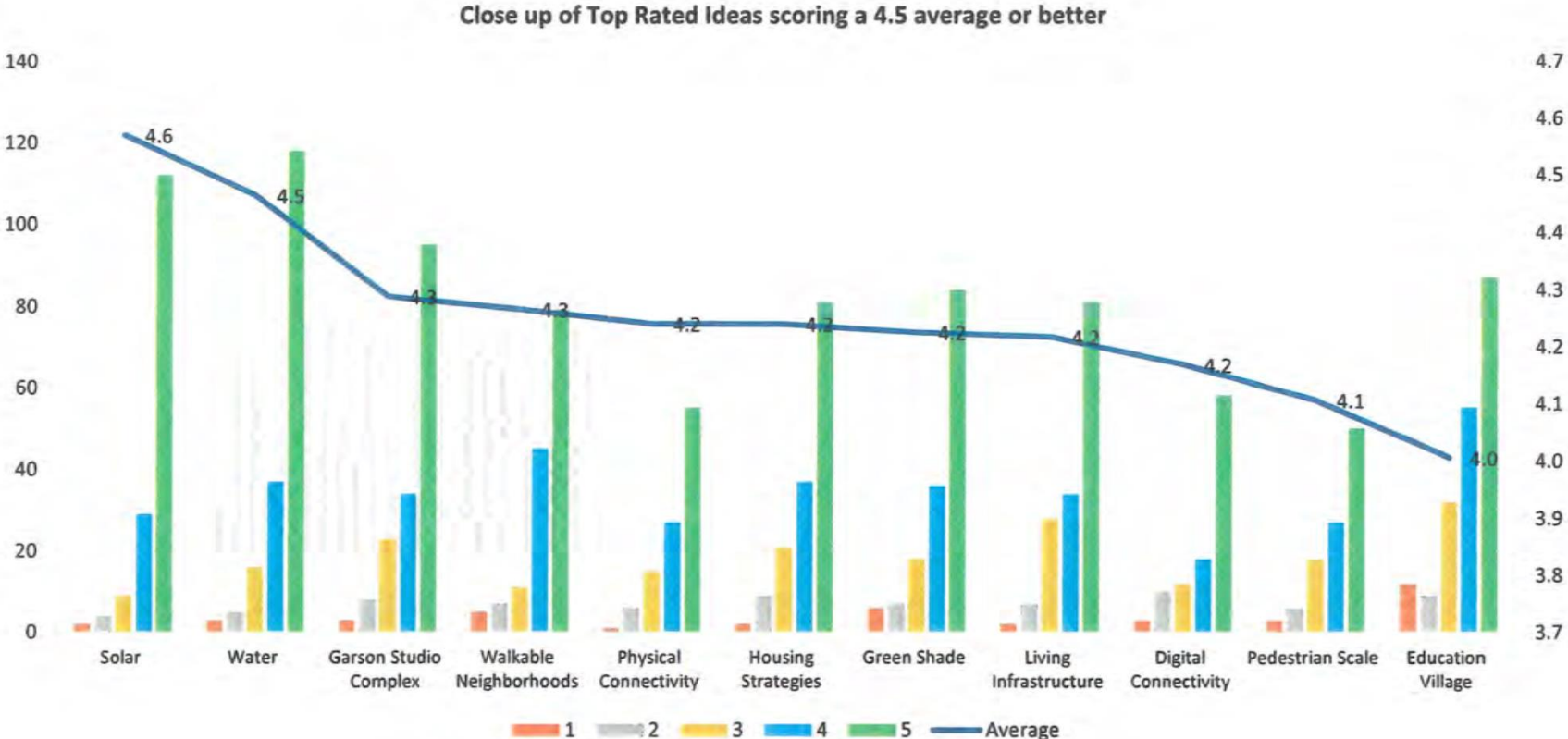
Feature	Strong Support
Make and maintain property clean and in good shape	67%
Promote environmental sustainability, such as adding solar power and/or new water reclamation systems	59%
Make property more beautiful such as nicer entrance, trees and green spaces	47%
More bike and pedestrian friendly	47%
Keep and/or increase public art	43%
Promote social equity such as job training in commercial kitchen, improved public transportation to property, increased access to services from city and/or nonprofits	34%
Increase physical connection to the surrounding areas such as a more visible entrance and easier access to local shopping centers on St Michael's and Cerrillos	33%

## Collection Phase II: Additional Voting on Education

If the campus includes an educational component, residents prioritized the optimal focus as follows

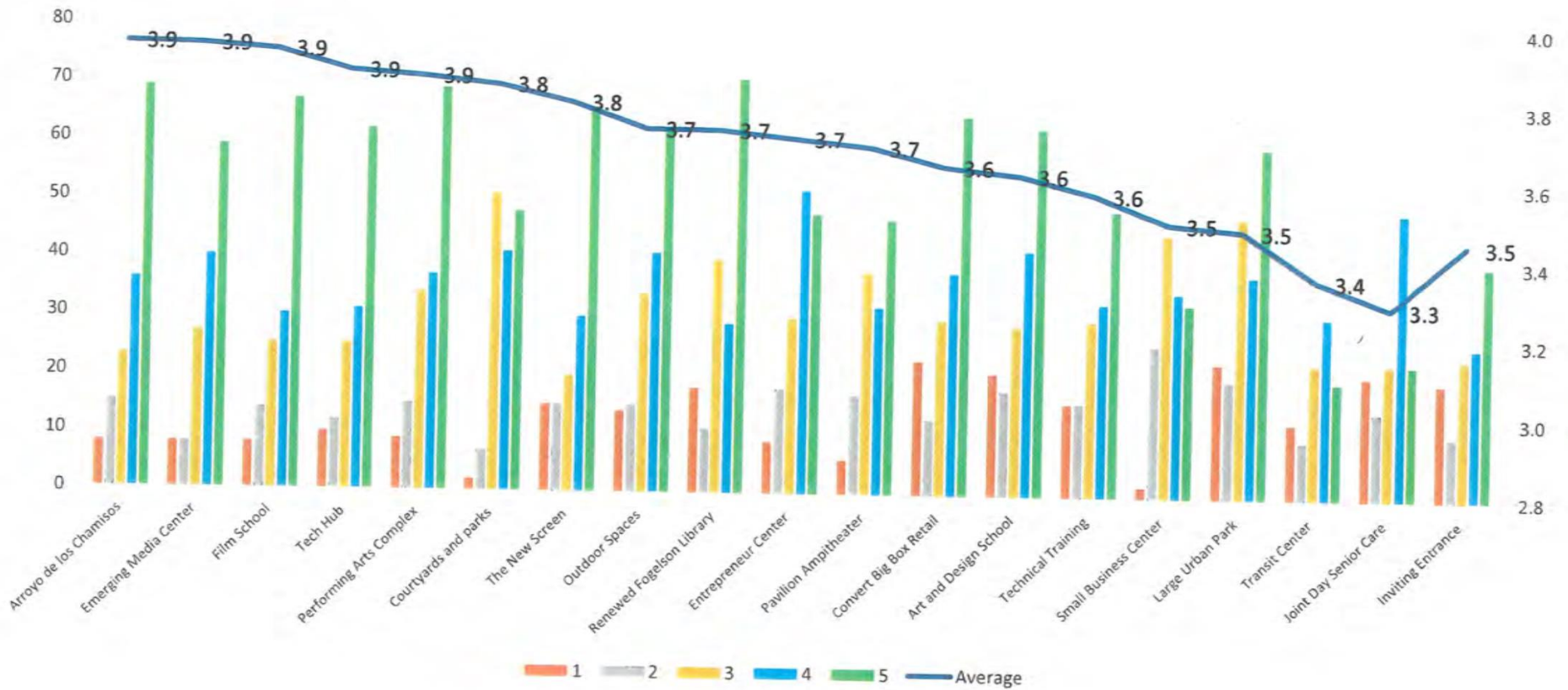
Educational component	Important or Very Important
Film and Media including movie, TV, video game, and virtual reality production, design, development	83.69%
Art and Design including fine art, performing art, curation, architecture, graphic design, web design	78.51%
Wide range of vocational training and certification such as electrician, carpentry, 3D printing, project management, set design, hospitality, advanced manufacturing	74.61%
Science, technology, math and/or engineering	68.50%
Liberal arts including history, philosophy, literature, geography, psychology	60.76%
Business including entrepreneurship, general management, leadership, project management	59.84%
Healthcare, medicine and/or wellness	58.98%

# Evaluation Phase - Quantitative Results: Top Priorities Graphed



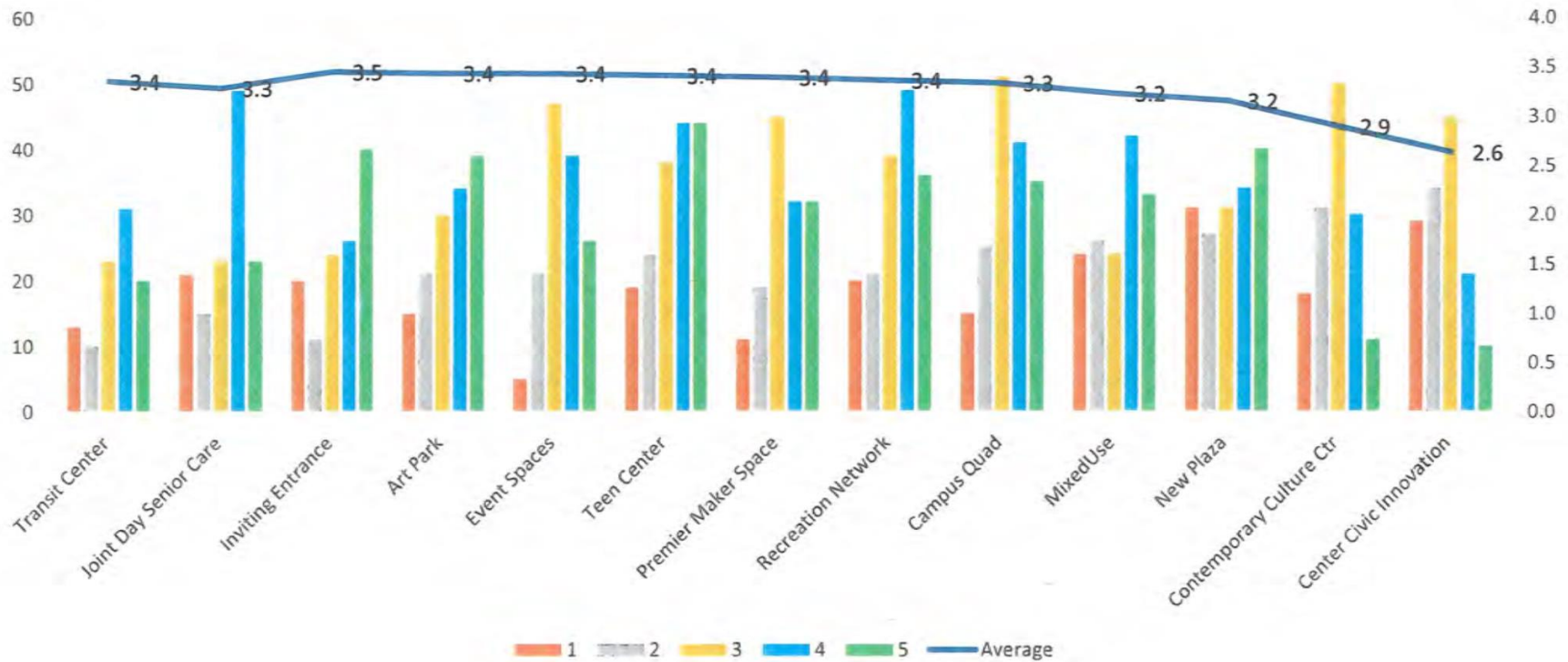
Top Rated Individual Elements – Higher Averages are Better as people were asked to rank on a scale of 1- 5.

## Evaluation Phase - Quantitative Results: Second Tier Priorities Graphed



While these were not in the top tier of voting, they represent desired uses for the Property or perhaps for expansion into the Midtown LINC.

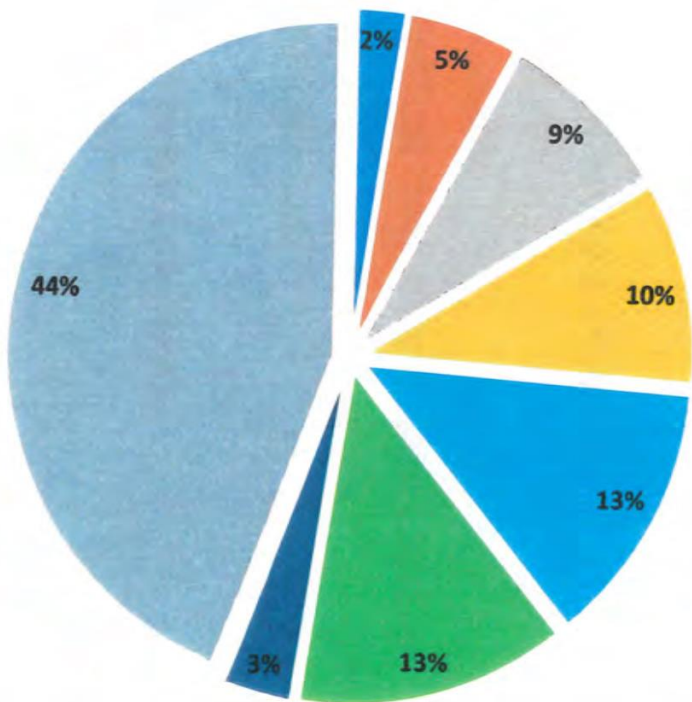
## Evaluation Phase - Quantitative Results: Lowest Tier Graphed



Lowest Level Individual Elements – Higher Better (1-5) All of the following rated below 3.5. Anything below 3.0 considered to be undesired for the Property. While they may be valued, not at the expense of higher preferences.

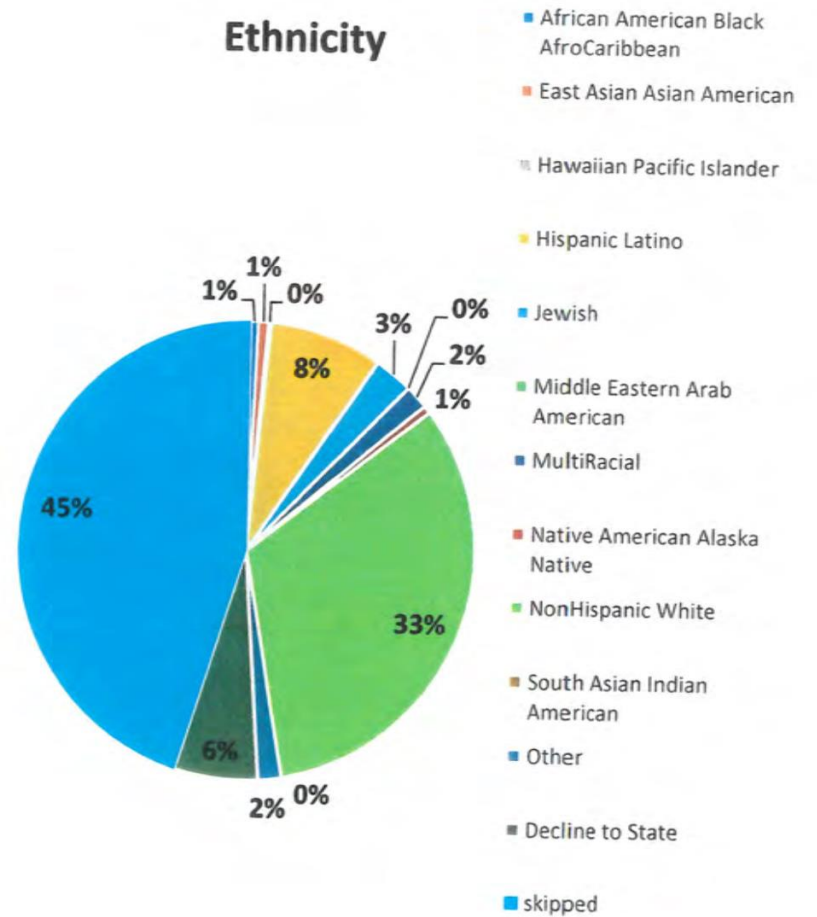
# Evaluation Phase: Quantitative Demographics - Age & Ethnicity

## Age

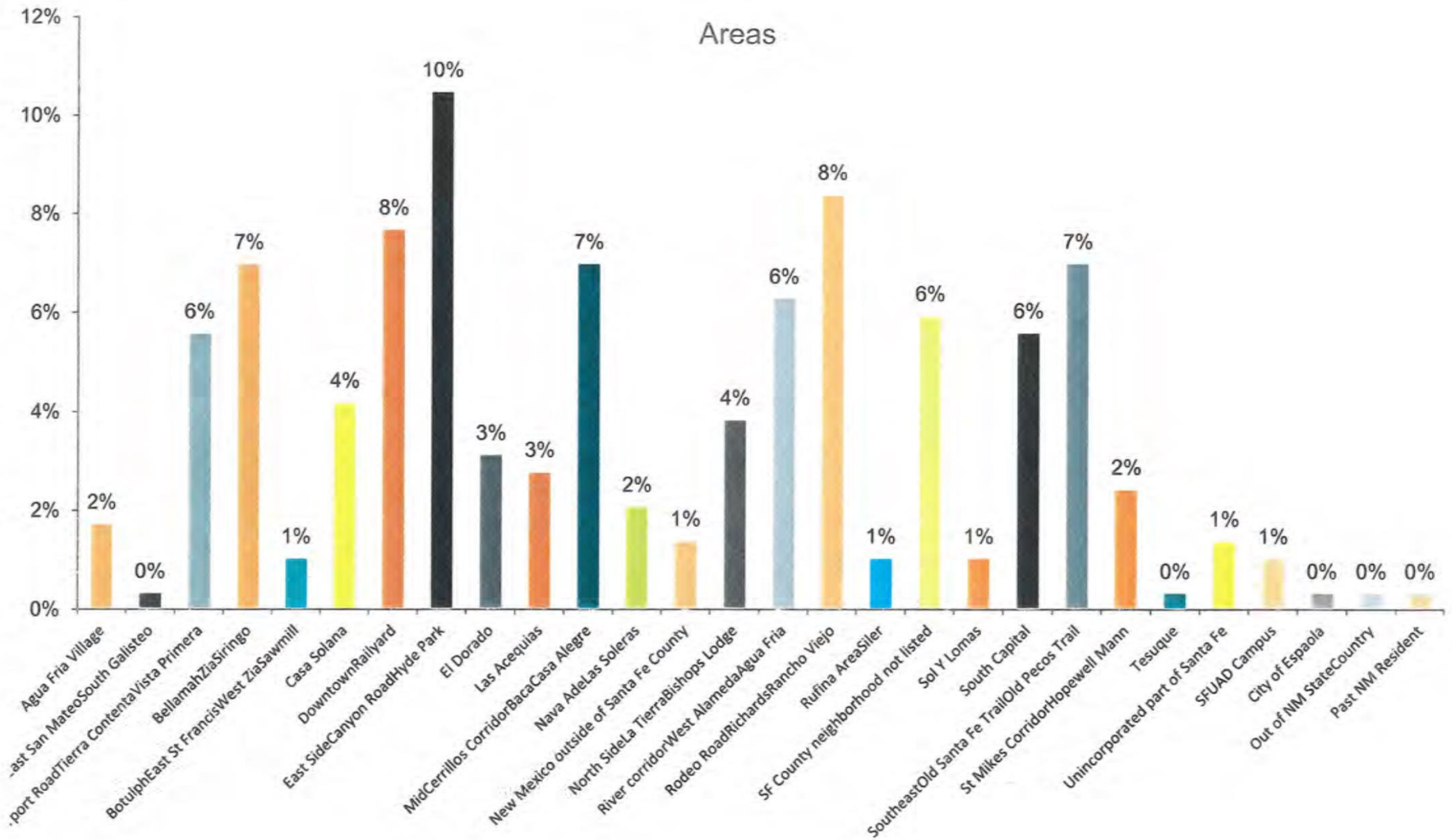


■ 1824 ■ 2534 ■ 3544 ■ 4554 ■ 5564 ■ 6574 ■ 75 or above ■ Skipped

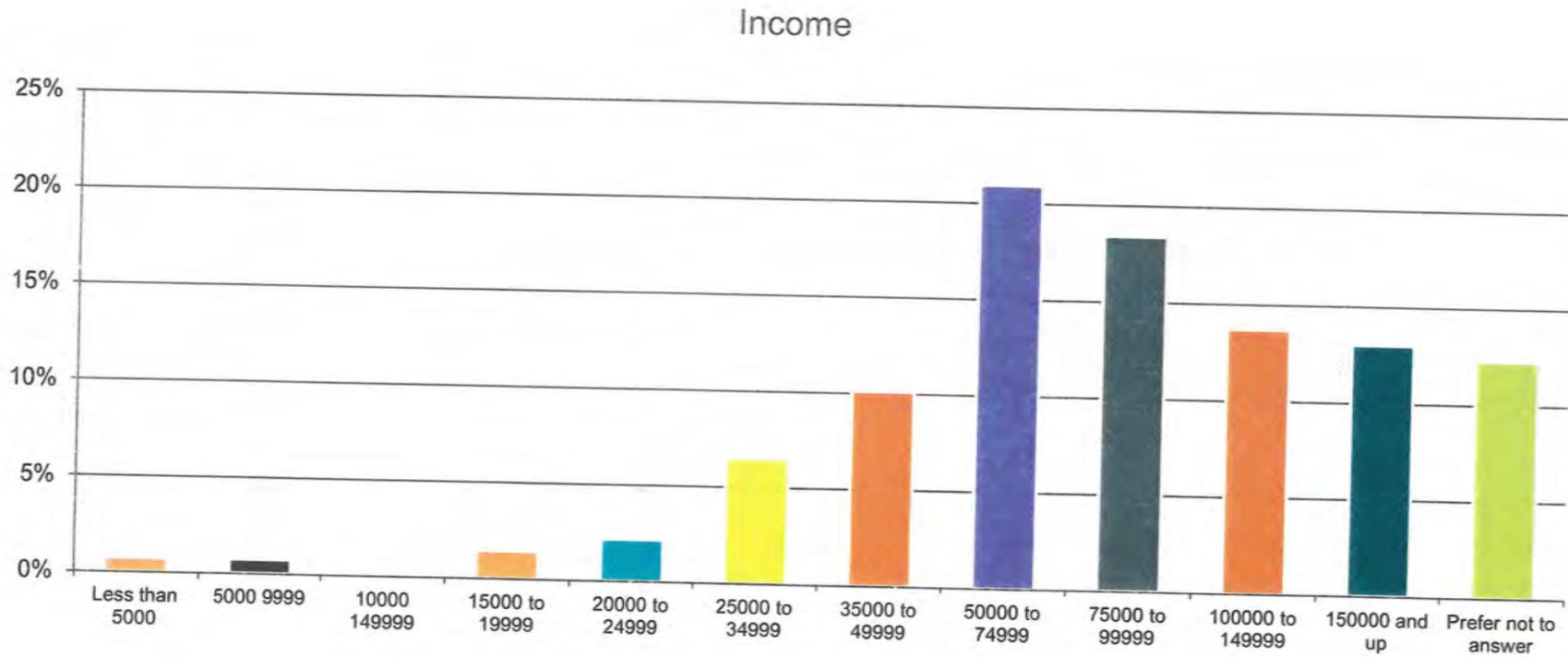
## Ethnicity



# Evaluation Phase: Quantitative Demographics - Geographic Areas

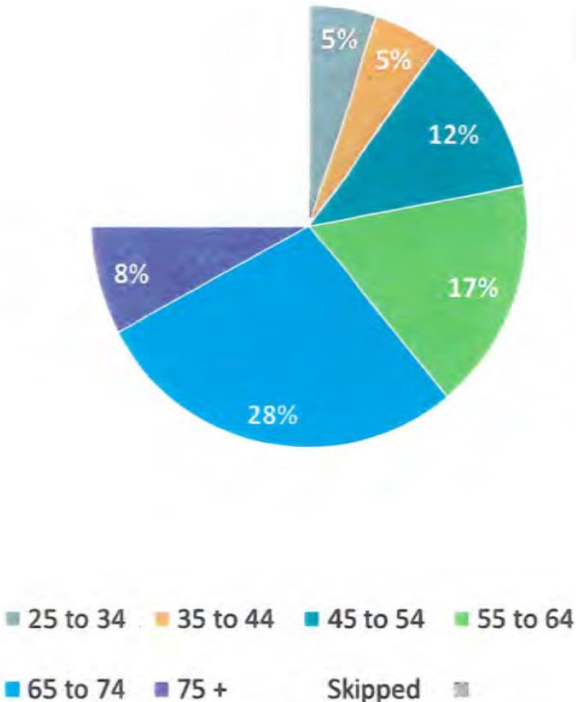


# Evaluation Phase: Quantitative Demographics - Income Distribution

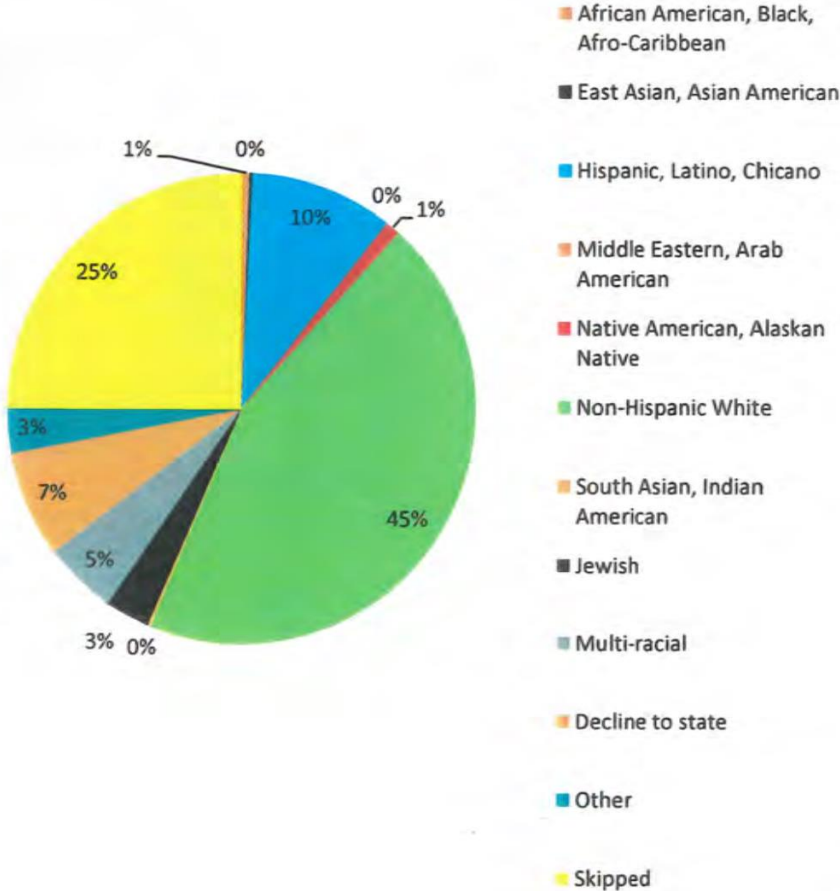


**Evaluation Phase: Quantitative Demographics** - Total number of participants 413 but not all choose to include their demographic profile and therefore there is a “skipped” group

**Qualitative: age distribution in-person forums**



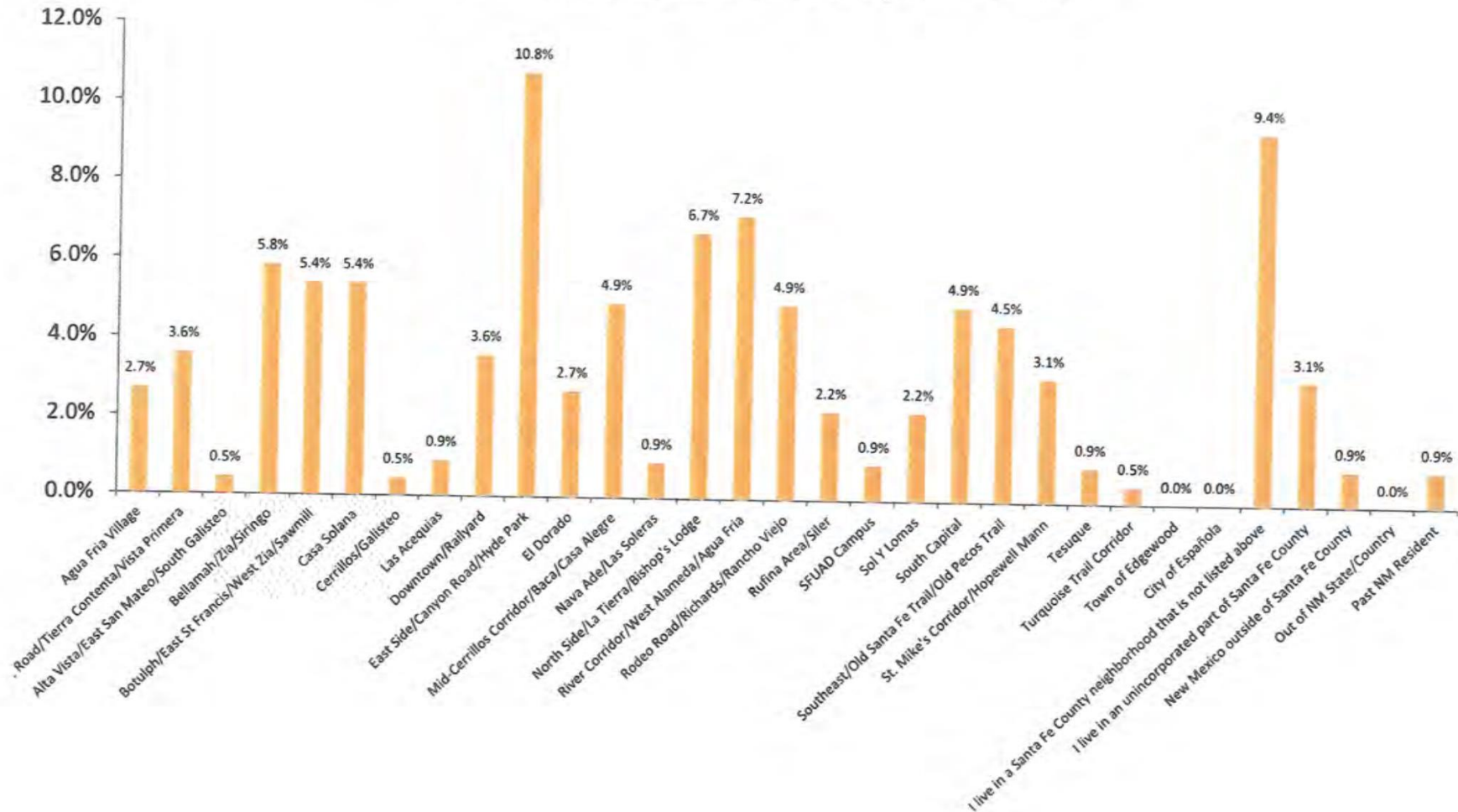
**Qualitative: Ethnicity of In-person forums**



# Evaluation Phase: Qualitative Demographics

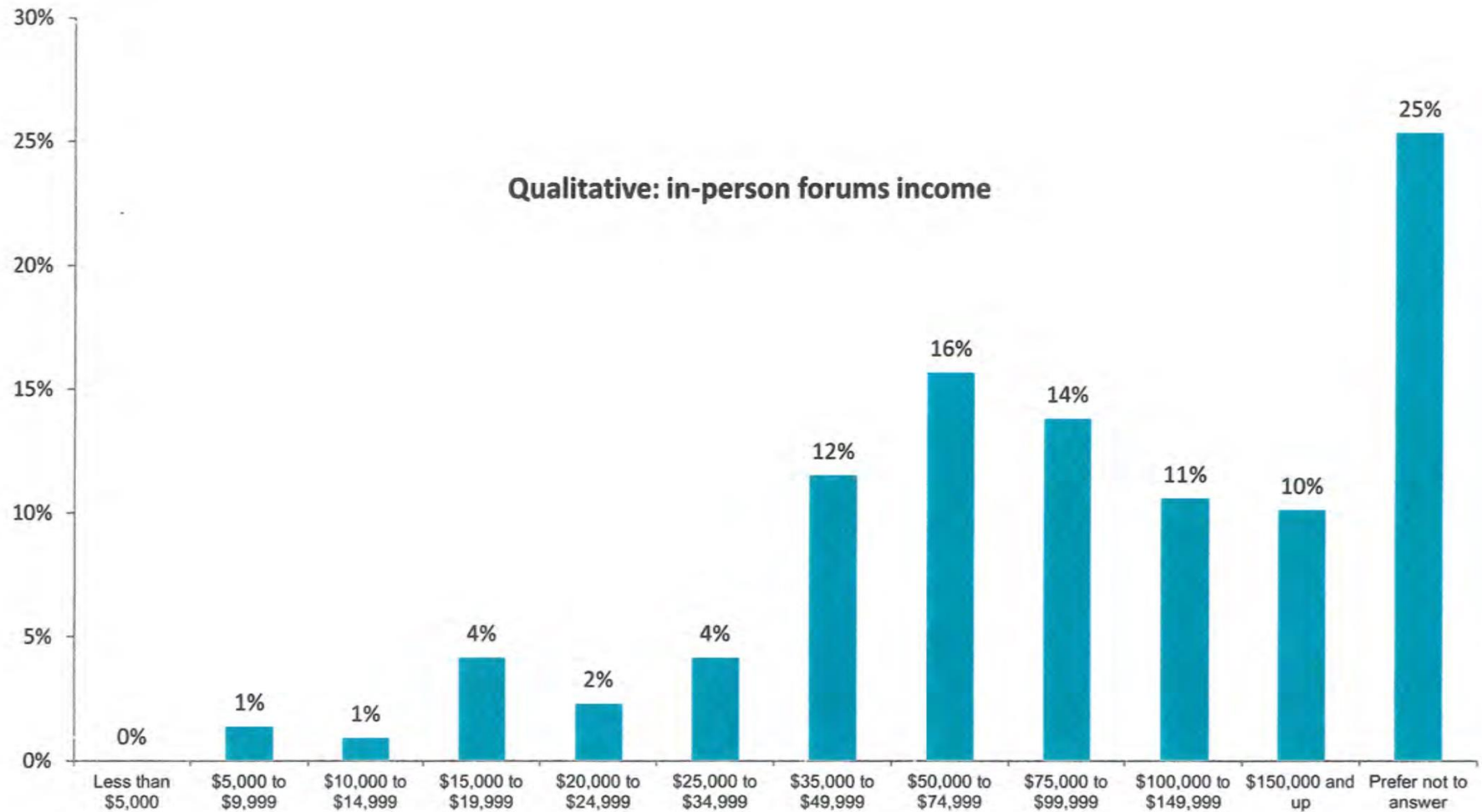
## Geographical location of participants

Qualitative: geographic area of in person forums

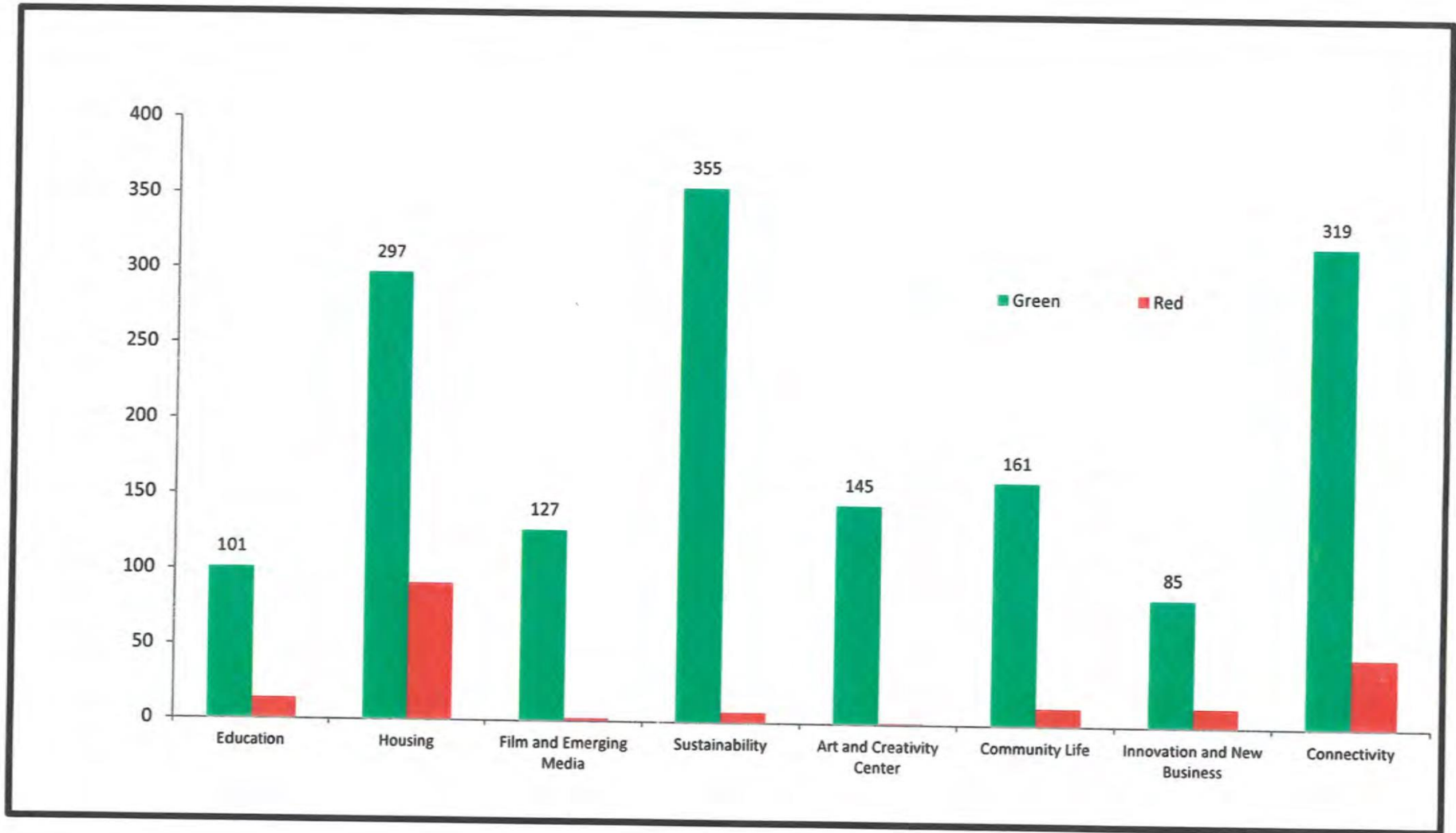


## Evaluation Phase: Qualitative Demographics

### Income distribution of participants

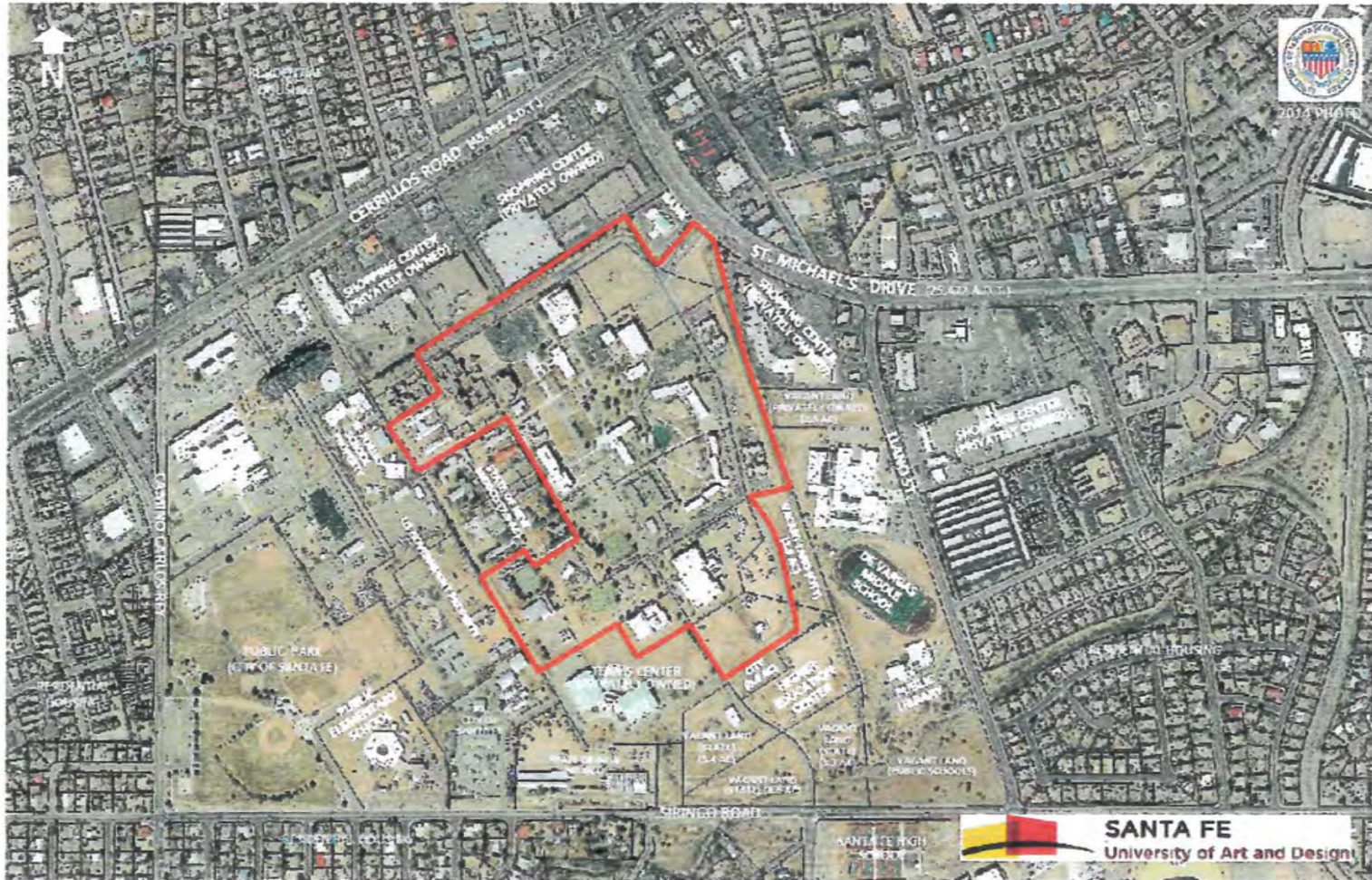


## Evaluation Phase – Qualitative Results: Preferences Graphed



These categories are derived from analyzing and merging similar ideas into larger category. Participants were not explicitly asked to rate a category in-person. Most important preferences are those with the highest number of green dots.

# THANK YOU SANTA FE FOR YOUR PARTICIPATION





## Background

The City's "Midtown Property" currently known as the Santa Fe University of Art and Design campus ("SFUAD") stopped being operated by Santa Fe University of Art and Design, LLC on June 30, 2018. The City owns the 64.22 acre former SFUAD property and some adjacent lands (see **Appendix** for aerial photo). For purposes of this document, we will refer to the Midtown Property and adjacent City owned properties as the "Site". All control of the Site reverted to the City of Santa Fe on July 1, 2018.

The City assumed substantial debt to purchase and make improvements to the property in 2009. Currently, the City is obligated to pay approximately \$2.2 million annually through June 1, 2036 if not paid off earlier.

In October 2016, City Council approved the Midtown Local Innovation Corridor District ("Midtown LINC"). This is a zoning overlay district in and around St. Michael's Drive between Cerrillos Road and St. Francis Drive. The 378-acre district is designed to promote higher density housing and complementary commercial uses by heavily incentivizing and removing obstacles to mixed-use redevelopment of existing properties within the district. The Midtown LINC was designed with two anchors: The Site on the west end and the hospital and related medical uses on the east end.

On October 25, 2017, City Council passed a resolution No. 2017 -78 available at [https://www.santafenm.gov/archive\\_center/document/18083](https://www.santafenm.gov/archive_center/document/18083). This provided guidance to staff and established a strategic goal for the property to have a variety of uses, with a preference for higher education as the anchor. Examples include continuing to pursue discussions with education institutions, pursue the expansion of existing film facilities and programs, develop workforce housing, consider replacing the LaFarge library with the Fogelson library, refine potential approaches to reduce debt service on the property, and examine different governance models to identify ways to maximize opportunities.

It directed City Staff to develop and run a process for gathering public input on the possible and desired uses of the Site. This public process was called the "Midtown Campus Project", a city-wide engagement conducted January-April 2018 engaging approximately 3,000 participants that culminated in these planning guidelines. This project was supplemented and informed by other research conducted over the last several years including RE:MIKE, Culture Connects, 2017 National Citizens Survey and Pollinating Prosperity Report all of which are publicly available (collectively referred to as "Research").

The Midtown Campus Project is phase one of a three phase process to redevelop the Site. The three phases are: (a) **Concept Phase** which was the market research, idea generation and concept development work done during the Midtown Campus Project, (b) **Planning Phase** which



will culminate in an appropriately scaled development plan and financial model that can be successfully executed, and (c) **Implementation Phase** which will be the phased implementation of the development plan or modifications thereof. Both the Planning and Implementation phases will also involve public input.

### Guidelines

**Overview:** The following are a set of strategic guidelines resulting from the Midtown Campus Project. These are intended to:

- Guide the efforts and decision-making of the Governing Body, City Staff and any partners or other stakeholders in the Planning and Implementation phases.
- Guide the efforts and decision-making of the Governing Body and City Staff regarding outreach, inquiries, negotiations, proposals or other activities regarding use or other disposition of the Site.

These guidelines include principles, preferred uses and non-preferred uses. The guidelines have not yet involved detailed planning or financial evaluation, therefore, are directional not prescriptive. Some uses or principles described herein may need to be modified based on factors discovered during subsequent work.

**Vision:** Over time, our community aspires for the Midtown LINC to be an essential hub of Santa Fe reflecting the city's heritage and culture where all residents are invited to live, work, play, and learn. We want the Site to become the most creative location in the U.S. where a wide diversity of people interacts and collaborate to find their passions; build their skills for a great career; live in a thriving, vibrant neighborhood and city; and create a great future for our community, region and beyond.

**Goal:** Utilizing these guidelines, City Staff will continue to take a disciplined, professional approach to develop a phased plan for redevelopment of the Site. We would pursue a space that is beautifully designed; provide residents, especially young people and families, with opportunities to prosper, grow, and continue the tradition of multi-generational families in Santa Fe; encourages creativity in all forms while promoting social equity, environmental sustainability and the special characteristics of Santa Fe's heritage and culture; and becomes a mixed use area that is a vibrant center at the geographic and demographic center of the City, serving to catalyze the redevelopment anticipated by the Midtown LINC.

For the Guiding Principles and any Uses described below, the property shall be developed in accordance with goals, policies or plans adopted by the Governing Body with direction to City Staff responsible for implementation of such Guiding Principles or Uses.



**Guiding Principles:** Based on the substantial Research, the following represent core values and beliefs of our community that serve as a foundation for decisions and actions that affect the entire development of the site.

- A. **Sustainable Development:** Adopt a “triple bottom line” approach to development that seeks to balance and improve social, environmental and economic impacts and benefits of developing the Site.
  - a. **Social:** Improve social equity by encouraging development of locations, facilities and services on the Site to make it attractive and accessible to all residents, including low and middle income, to live, work, play and learn on or near the Site.
  - b. **Environmental:** Apply best environmental practices in energy production and distribution with emphasis on solar; water capture, treatment and management; uses of living infrastructure, native plants, and green building techniques; and connections to and preservation of existing natural habitats. Increase energy resilience and contribute to City’s carbon reduction goals.
  - c. **Economic:** The redevelopment must be financially sustainable, remove the current debt obligation of the City in a reasonable time, and support the diversification and resilience of our economy by making it easier for people to launch new businesses, grow existing businesses or move their businesses to the site or nearby.
  
- B. **A City Center:** Develop the Site with a variety of uses that make it inviting and affordable for residents of the city and region to live, work, play and learn. Integrate with and rejuvenate neighboring communities by seeking to retain and strengthen unique characteristics and assets of those neighborhoods, minimize displacement and promote social equity and economic vitality.
  - a. **Accessibility:**
    - i. **Connections:** Develop a variety of connections to and integration with surrounding neighborhoods, existing commercial development, and all of Santa Fe, including roads, bike paths and walking paths. As an example, create an entrance that makes the campus visible and easily accessible by car, bus, bike, or foot while integrating with the surrounding area and neighborhoods.
    - ii. **Transportation:** Design for current and future transportation needs, including sufficient parking, shared transportation like cars and bikes, electric vehicle charging stations, bus service, shuttle service to train depots and other key locations.
  - b. **Density:** In accordance with the Midtown LINC, adopt a medium to medium-high urban density connected by and incorporating a variety of open spaces,



courtyards, parks, and, possibly, large urban park or new plaza. This is best exemplified in the concepts named Midtown Fusion and Collaborate & Connect (see Appendix for example images).

- c. Aesthetics: Encourage a blend of architecture that modernizes current site styling and is in-synch with Santa Fe's unique look and feel, as well as with world-class buildings on the Site designed by Ricardo Legoretta.
    - i. Consider a signature building or structure that advances Santa Fe's brand and iconic status and can be a beacon for the community.
  - d. Variety of Uses: Develop the site to accommodate three primary uses of the Site, namely, higher education, expanding the film and emerging media industry, and housing residents can afford with an emphasis on rental units. See below for more explanation and description of preferred uses for the property.
- C. Adaptable Infrastructure: Develop the physical and digital infrastructure so that it increases accessibility, improves current uses of the property, and supports the initial steps of development which will be part of a future Implementation phase. Additionally, design the infrastructure to remain flexible and responsive to later stages of development and to enable the achievement of any sustainable development goals and plans.
- a. Physical infrastructure includes roads, bike paths, walkways, electricity distribution, natural gas distribution, sewer, water, and buildings that can support a variety of uses or reuses.
  - b. Digital infrastructure includes broadband, telecommunications, microgrid and other "smart city" technologies to support a variety of residential and commercial uses. This includes achieving broadband speeds to support film and emerging media businesses, and any other businesses that require super high-speed broadband.
- D. Catalyze and Utilize Midtown LINC Overlay: These guidelines were developed based on research focused on the Site and immediate surrounding properties. However, achieving our community's preferred uses does not all have to occur on the Site. The property is located within the Midtown LINC; therefore, the subsequent phases can consider how the plans for the Site can spur owners of properties in the Midtown LINC corridor to redevelop their properties in ways that advance the Principles and Uses described in these guidelines.

**Preferred Uses:** Based on the Research, the following are the top five preferred uses for the site, in ranked order. All of them are highly supported by majority of our community.

1. Higher Education: Pursue and secure premier, accredited higher education, including vocational and skills training programs, that is great and accessible for local and regional



students, and also attracts students nationally and internationally. Considerations and parameters include:

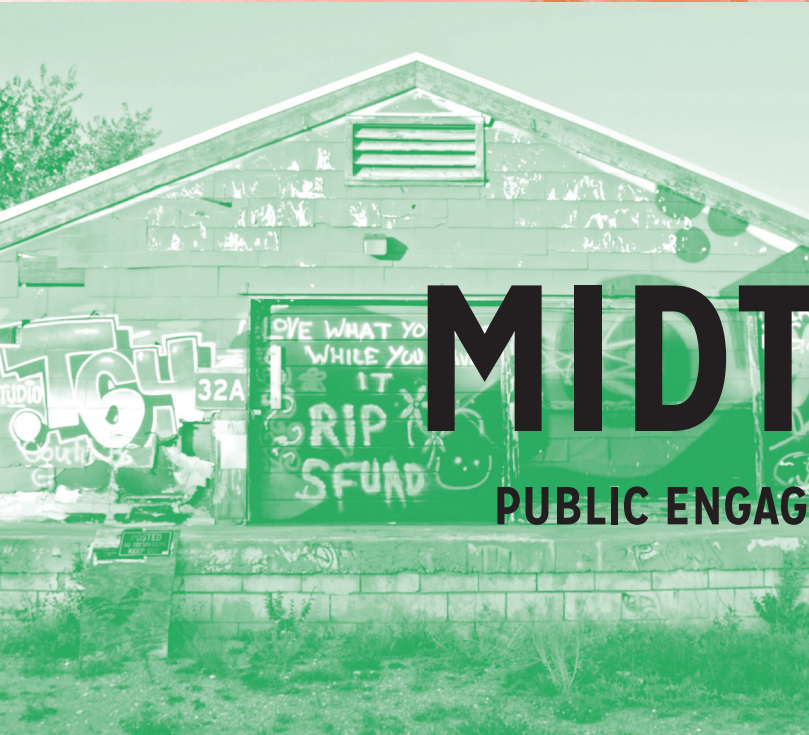
- a. Education Village: Attract a single provider or multiple education providers, preferably, with existing national or international reputation for the high quality of the programs. An example would be one college expanding its film school to the property while another expands its technology and engineering school.
  - b. Collaborate: Encourage any higher education providers on the Site to cooperate or collaborate with existing local, regional and state higher education providers, as well as with local public and private elementary, middle and high schools for the educational and career advancement of all students and residents.
  - c. Types and Subject-Matter: Initially pursue 4-year degree providers, as well as vocational and technical training programs that do not directly compete with local and regional community colleges. Prefer curriculum areas that align well with Santa Fe and New Mexican heritage, resources and business opportunities, as well as build skills for career paths in projected growth areas in the local, regional and national economy.
    - i. Over time consider adding other types of education such as master's degrees, doctoral degrees and professional development.
    - ii. Support and encourage workforce development.
  - d. Size: At maturity, 2,000 or more students would attend school or training programs on site.
2. Housing: Utilizing a variety of strategies, provide housing that is affordable for a wide range of residents and income levels, including students. Considerations and parameters include:
- a. If the Site includes higher education, then the priority is for sufficient housing to be provided for students on campus or in new housing along St. Michaels or Cerrillos corridors within the Midtown LINC.
  - b. 500-1,000+ units attractive to all residents and prioritizing rental units over homes for purchase.
  - c. Develop housing options that align to any housing strategies or plans adopted by the Governing Body or City Staff.
  - d. Include a variety of open spaces and courtyards for both connectivity to and within the Site and the private uses of residents and employees working on the property.
3. Film & Emerging Media: Expand Greer Garson Studios in order to support television, large film, augmented reality, virtual reality, video game, animation, short-form and other emerging media production. Considerations and parameters include:



- a. Seek to increase gross receipts tax (GRT) by 100% in next 5 years related to film and emerging media industry.
  - b. Additions may include 2-4 soundstages, storage, backlot, offices and a post-production facility with high speed broadband sufficient to support the users, as well as a mill and/or large "maker-space" that may be shared with local business, schools and workforce development providers.
  - c. Attract a premier film school that can leverage the facilities for educational purposes and help students secure professional development opportunities.
4. **Arts & Creativity:** Maintain or expand the use of property as center of arts and creativity leveraging the Greer Garson Theater, Visual Arts Center and the Santa Fe Arts Institute, which is located directly adjacent to the Site. Considerations and parameters include:
- a. Update Greer Garson Theater as needed, possibly as a performing arts center, to maintain its high-quality status and promote regular, highly attended performances.
  - b. Add one or more mixed-use indoor and outdoor venues, including outdoor pavilion or amphitheater with 200-600 seating capacity.
  - c. Update The Screen movie theater to show digital films and improve sound quality, provided that the market demand and/or academic value supports the upgrade.
5. **New Business & Innovation:** Diversify and strengthen our economy to provide more opportunities for more residents of all skill and experience levels. Accelerate entrepreneurship, help existing companies grow, and make it easy and enticing for people and companies to relocate to Santa Fe. Strong preference for enabling a hub of technology-focused businesses, as well as expanding film and emerging media as described above. Considerations and parameters include:
- a. Promote and attract blend of businesses and entrepreneurs that collectively increase the City's export GDP and replacement of imports with locally sources goods and services.
  - b. Attract and grow existing businesses, including those that can provide goods and services on site to residents, visitors and employees.
  - c. Foster development of burgeoning industry clusters such as high tech, creative economy, and value-added<sup>1</sup> and craft food.
  - d. Develop key physical components of an entrepreneurial and business growth ecosystem including ubiquitous broadband access, high quality telecommunications, co-working space, multi-use buildings, tech transfer center and/or an advanced maker space, which can be combined with mill for educational, private business and film and emerging media industry uses.

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<sup>1</sup>"Value-added" food is also known as consumer-packaged goods, ready-to-eat or ready-to-cook foods, as distinct from raw agricultural commodities and food items.



# MIDTOWN

## PUBLIC ENGAGEMENT REPORT

REPORT PREPARED FOR THE CITY OF SANTA FE BY



DESIGN & PLANNING  
ASSISTANCE CENTER

With The Midtown Engagement Partners:

Chainbreaker, Earthcare, Littlelobe, SFAI, YouthWorks



# TABLE OF CONTENTS

<b>EXECUTIVE SUMMARY</b>	<b>7</b>	<b>GUIDANCE AT A GLANCE</b>	<b>23</b>	<b>2021 Midtown ENGAGEMENT PROCESS</b>	<b>51</b>
Midtown Engagement Partners	7	Background	24	Midtown Activation Program	51
Findings	8	1. Midtown is Community Driven	24	Values and Purpose	52
Recommendations & Guidance	8	2. Midtown is aligned with and accounted for in existing plans	27	Midtown Engagement Partners	54
Reach of Engagement	10	3. Midtown is a Place For Youth & Families	30	MAP Round 2	56
Participation	10	4. Midtown is a healthy community	33	Engagement Activities	58
Conclusion	11	5. Midtown is designed to create safer streets and pathways:	35	Collective Research Process	60
<b>INTRODUCTION + PURPOSE</b>	<b>13</b>	6. Midtown achieves high standards for sustainable development	36	<b>CONCLUSION</b>	<b>65</b>
Promising Practices from “the literature”	16	7. Midtown supports local economic development & support	37		
Goals established for the engagement project:	16	8. Midtown provides housing affordability and security	40		
My View	17	9. Midtown provides services for the community	41		
Land acknowledgment	19	10. Midtown is a place for arts & culture	41		
<b>ACKNOWLEDGMENTS</b>	<b>20</b>	Project history	46		
Midtown Research And Engagement Team	20	Findings from Public Engagement in 2018	46		
City of Santa Fe Midtown Development Team	21	Planning Phase	47		
Additional Advisors	21	Site Research	49		



## EXECUTIVE SUMMARY

The Design and Planning Assistance Center at the University of New Mexico School of Architecture and Planning (UNM DPAC) was contracted by the City of Santa Fe to facilitate the 2021 Public Engagement effort for the redevelopment of the Santa Fe Midtown property ("Midtown Site").

The Public Engagement process followed a distributed model, with many different organizations using different methods in different venues to gather input from the public. These organizations include (but not limited to) the Midtown Engagement Partners (MEPs), the City of Santa Fe, UNM DPAC, local design teams, and the Strategic Economics/Opticos team.

In 2018, the City of Santa Fe conducted its own effort to engage Santa Feans in the question of what should be developed at Midtown. This Concept Phase engagement process resulted in the Midtown Planning Guidelines, adopted by the Governing Body in June 2018. Top priority uses identified included: Higher Education, Housing, Film and Emerging Media.

In July and September 2021, Strategic Economics/Opticos team facilitated multi-day engagement sessions and conversations to hear people's memories and thoughts about the site. The MEPs co-hosted the Midtown Block Party in October 2021, which drew 1,000 participants to the site to hear music, engage in multiple fun activities, and complete surveys and interviews. They hosted another event—a Posolada—in December 2021, attracting 500 people to enjoy music, posole and biscochitos while providing input for the site development through surveys. In the interim months, each organization facilitated activities of their own design, to engage the multiple and different communities in the questions of Midtown.

## MIDTOWN ENGAGEMENT PARTNERS

Chainbreaker Collective

Earth Care

Fathers NM

Friends of Santa Fe Public Library

La Familia Medical Center

Littlelobe

Santa Fe Indigenous Center

Santa Fe Art Institute

Santa Fe YouthWorks

## FINDINGS

Overall, Santa Feans agree on a vision for the Midtown District in which the site, located in the heart of the City, advances belonging, culture, equitable development, environmental and community health. Santa Feans envision a site where access to sustainable and affordable housing and educational, economic, cultural, and recreational opportunities is modeled. This vision aligns with and builds upon the Midtown Planning Guidelines developed in 2018. Santa Feans want a Midtown that is:

- Sustainable And Healthy: renewable, resilient & self-reliant; promoting healthy communities, individuals, and ecosystems; prioritizing people over cars
- Local: reflective of Santa Fe, designed for Santa Feans and managed by Santa Feans—arts, culture, community, opportunity
- Inclusive: supporting youth, families, elderly, unsheltered, BIPOC, LGBTQ
- Affordable: housing, recreation, education, arts, culture, community, healthcare
- Equitable: prioritizing those who have fewer resources & opportunities, with protection from displacement
- Community Driven: community voice in decision making

In the "Ideas about the Future SF Midtown" section of the survey, a multiple-choice question asked for respondents to choose up to five priorities to complete the sentence "At Midtown, my community and I should be able to..." While all options received a positive response and were chosen by many respondents, the top 5 choices were:

1. Gather as a community
2. Live in a home that is affordable to me
3. Have education and opportunities for learning
4. Spend time outdoors
5. Have work and career opportunities

## RECOMMENDATIONS & GUIDANCE

The Residents' Bill of Rights (Santa Fe Resolution 2015-65) informs the foundation and framework for the input solicited from community and the recommendations and guidance co-created with the Midtown Engagement Partners. This chart shows how the Resident Bill of Rights framework aligns with the themes of Economy, Environment, Equity, and Culture which will structure the Community Development Plan.

		SUSTAINABLE DEVELOPMENT			
		ECONOMY	ENVIRONMENT	EQUITY	CULTURE
PILLARS OF THE RESIDENTS' BILL OF RIGHTS	AFFORDABILITY	●		●	
	QUALITY, SUSTAINABILITY, & HEALTH		●	●	
	ACCESSIBILITY, FAIRNESS, & EQUITY			●	●
	STABILITY, PERMANENCE, & PROTECTION FROM DISPLACEMENT	●		●	
	COMMUNITY CONTROL			●	●

The recommendations below are the result of analyzing thousands of survey responses and engagement reports, and reviewing promising practices in equitable and sustainable development. Following an iterative, multi-researcher approach, this analysis involved over a dozen readers (including native Spanish speakers) with diverse backgrounds and perspectives to review data and develop this guidance, as community goals for development at Midtown.

Community conversations about the development of Midtown should and will continue in the months and years ahead. Several of the guidance here in particular

warrant further investigation and deeper discussion in order to understand implications and plan a way forward:

- Community control
- Governance Structures
- Community Land Trust
- Tourism
- Community Engagement

## PILLARS OF THE RESIDENTS' BILL OF RIGHTS

GUIDANCE	AFFORDABILITY	QUALITY, SUSTAINABILITY, & HEALTH	ACCESSIBILITY, FAIRNESS, & EQUITY	STABILITY, PERMANENCE, & PROTECTION FROM DISPLACEMENT	COMMUNITY CONTROL
1a. Continue to collaborate with community organizations that will advocate for and advance the community benefit recommendations			●		●
2a. Create an "Equity in All Policies" Policy			●		
2b. Develop and practice language access policy and protocols in all public engagement			●		
3a. Include spaces and opportunities to learn and grow		●	●	●	
4a. Create a healthy community through design and development	●	●	●		
5a. Design multi-modal networks		●	●		
5b. Ensure equitable access to Midtown		●	●		●
6a. Implement projects that promote and advance sustainable development		●	●		
7a. Provide spaces and support for local economic development	●		●	●	
8a. Develop and implement a community-driven Neighborhood Stabilization Plan	●		●	●	●
8b. Provide a mix of housing types and tenure	●			●	
9a. Provide a social and governmental services on a free or sliding-scale basis	●	●	●		
10a. Provide spaces and support for arts & culture programming & production		●	●		●

## REACH OF ENGAGEMENT

Over a three-year period (noting a gap between 2019-2020), Santa Feans were reached via multiple activities including surveys, design events, e-news, and virtual and in-person listening sessions. The global coronavirus pandemic challenged traditional engagement, as many people's priorities shifted and most activities moved online.

During three months of 2021 (Oct-Dec), the nine Midtown Engagement Partners reached their respective communities through virtual communications, regular organizational activities, and activities and events specific to Midtown. Over 20,000 points of engagement occurred through each organization's communication, including means such as social and earned media, in addition to traditional media: email newsletters/e-blasts; text and phone; and door-to-door canvassing. Over 3,300 people were engaged through the regular activities of the organizations, which included but was not limited to food distribution, case management and office interactions, mural installations, tabling at events, tenant clinics, bicycle resource services, and youth and community workshops.

## PARTICIPATION

During these engagement efforts, 2,089 surveys were collected. (See the engagement activities section.) Of those surveys distributed, 81% of the surveys provided the complete set of demographic questions and 16% provided partial demographic questions. The demographic information collected is summarized below and reveals diverse participation in the survey.

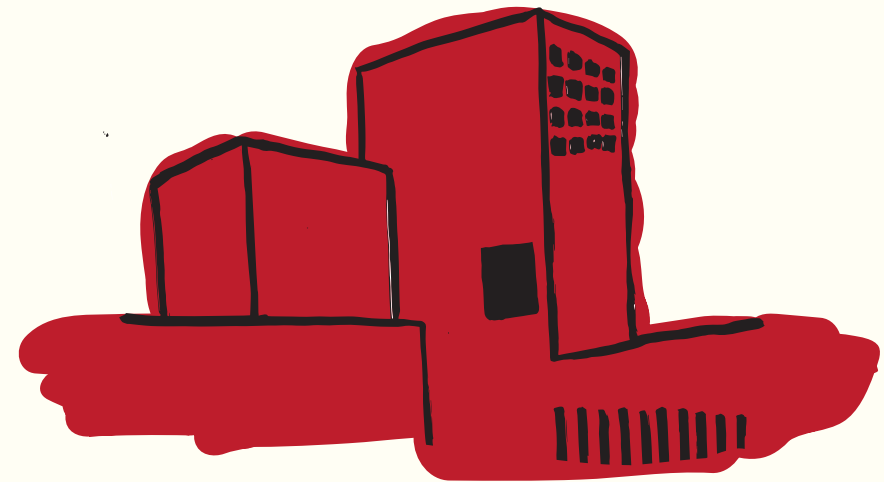
Key findings of participation :

- Diversity in race & ethnicity: 53.6% of respondents were Hispanic/Latinx, 24.8% Non-Hispanic White, and 10.9% Indigenous.
- Distribution of ages, including youth participation: 18.2% ages 35-44, 15.1% ages 13-17, 14.4% ages 25-34
- Distribution of incomes: The majority (67%) of participants earned \$55,000 or less annually (Santa Fe's Median Household Income is \$57,972 (US Census Bureau, 2019).
- Variety of housing status: 47.3% were homeowners, 42.4% were renters, and 2.9% were homeless.

## CONCLUSION

The guidance presented in this report is a catalyst and call for action. The Santa Fe Governing Body, City staff, private sector and not-for-profit developers, designers, engineers, community organizations and other Santa Feans have a responsibility to answer the call by creatively and thoughtfully implementing the community's vision and goals, while also meeting environmental and economic goals. Decision-makers and others interested in pursuing the recommended projects are encouraged to review the example Cases in Practice listed in the Appendix and do additional research to determine how to implement these ideas within and/or around the Midtown site.

City staff, City Councilors and community members have an opportunity and responsibility to continue to leverage skills and develop capacity and relationships within city government and the Santa Fe community in order to ensure that all Santa Feans have access to the planning processes and development policies that impact their lives. It is in this spirit that DPAC and the Midtown Engagement Partners came together to conduct a model community engagement process and offer the following analysis and guidance.





## INTRODUCTION + PURPOSE

**The City of Santa Fe is committed to equitable engagement processes and outcomes in the redevelopment of the Midtown site, while also recognizing a need to account for its investment, which includes about \$2 million in debt service annually. The Plan for Midtown’s development must balance the economic interests of the City with the public benefits it hoped to achieve by purchasing and developing the property.**

The City has undertaken several civic engagement efforts in the Midtown District area. Work between 2009-2016 led to the creation of the Local Innovation Corridor Overlay (LINC). When the City assumed full responsibility for the future of the Midtown Site in 2018 the Midtown Planning Guidelines were developed during the Concept Phase, which continue to inform and direct the current planning phase. In 2020, the City recommitted to broadening the demographic representation in the Midtown planning efforts, to ensure equitable access, participation, and representation for historically under-represented communities important to the future of Santa Fe.

Toward this end, the City partnered with The Design and Planning Assistance Center at the University of New Mexico School of Architecture and Planning (UNM DPAC) to bring academic perspective and expertise to the 2021 Public Engagement effort for the redevelopment of the Santa Fe Midtown property

(“Midtown Site”), and to help develop processes that recognize and leverage local community expertise by enlisting collaboration with local organizations, the Midtown Engagement Partners. The goal was deep and diverse participation from “voices not heard”. Truly inclusive community engagement is a challenge for most American cities, and Santa Fe is no exception. The 2021 Public Engagement effort was designed to correct the imbalance in public engagement for Midtown and create a model for future planning and development.

The vision and recommendations generated from the Public Engagement effort and presented herein should inform public policy in the City of Santa Fe, including the Midtown Development Plans and the implementation of those plans. The report also includes recommendations for public engagement in Santa Fe going forward - co-authored by DPAC and the Midtown Engagement Partners.

This report documents the approach, process, and outcomes of the public engagement process facilitated under contract between the City of Santa Fe and UNM Design and Planning Assistance Center (DPAC), from September 2020 through March 2022. While the full contract period occurred under the shadow of an ongoing and dynamic global health pandemic, the Midtown Engagement Partners found creative and safe ways to engage with the multiple and diverse communities of Santa Fe. We are honored and proud to share the outcomes with you here.

The strategies of the Midtown Public Engagement program included building relationships, recruiting partners, building trust, breaking down real or perceived barriers, and engaging people and organizations in important conversations and questions to help shape Midtown development plans and agreements. The focus was on engaging and centering voices that have been under-represented, including, but not limited to, youth, Spanish-speaking populations, Indigenous, people of color, low-income residents, and people who live in the areas surrounding the Midtown site.

Successful strategies employed included:

- Collaborate with local community-based organizations—as advisors, community engagers, and co-designers.
- Value and compensate experience, leadership, partnerships, expertise and participation.
- Employ principles and approaches of Community-Based Participatory Research.
- Offer a range of types and modes of engagement activities, to meet people where they are and with people and organizations they know and trust.

Toward the overall goal of conducting an engagement process that is inclusive, equitable, transparent, and accountable, the City of Santa Fe and UNM DPAC collaborated with and supported a diverse network of established local community-based organizations to design and implement the Midtown Engagement Plan, as well as to interpret the findings and develop recommendations for development at Midtown. This partnership among the community organizations is referred to as the Midtown Engagement Partners.

Organizations and community leaders were engaged in two rounds.

**Round 1:** Negotiated with key organizations, based upon referrals and recommendations.

**Round 2:** Midtown Activation Program, involving an open call for proposals.

This structure, supported by the City, is designed to develop and implement a co-created, inclusive Public Engagement Program of activities—reaching a range of organizations, communities, individuals, and interests representative of the communities impacted by development of the Midtown Site.

This has resulted in community recommendations for the site that reflect broad representation, particularly from previously under-represented communities, that will be integrated into the Midtown Redevelopment Plans, which include the Land Development Plan and the Community Development Plan. These recommendations, based on community inputs regarding public and community benefits at Midtown, build upon:

1. Midtown Planning Guidelines (2018) and LINC Overlay (2009-2016)
2. Resolution 2018-54 (authorizes additional community engagement for Midtown)
3. Resolution 2015-65 (Residents Bill of Rights)

4. National Endowment for the Arts Our Town Grant, led by SFAI (2019-2021)
5. Nuestro Corazón Assembly (Summer 2019)
6. The ongoing commitment of the Governing Body and City Staff to meaningful, inclusive, and high quality public engagement
7. The ongoing commitment, experience and expertise of local community-based organizations and community members
8. Established theory and promising practices in public engagement

**SPECTRUM OF PUBLIC PARTICIPATION**

	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
<b>PUBLIC PARTICIPATION GOAL</b>	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
<b>PROMISE TO THE PUBLIC</b>	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

INCREASING IMPACT ON THE DECISION

## PROMISING PRACTICES FROM “THE LITERATURE”

The Engagement Program is designed to integrate best-practices from the fields of community planning, health equity, and social justice including:

- Cultural Humility—acknowledging multiple sources and types of knowledge, expertise, and practices
- Collaboration & Partnership with local expertise—community-based organizations
- Locate/create a space and leadership structures to support authentic community engagement
- Activities created or centered in local culture
- Go to where the people are—when and how they feel most welcome and supported
- Cultivate a learning community
- Inclusive means more than giving people a seat at the table, it requires making the table bigger and welcoming their voice at the table
- Community-Based Participatory Research (CBPR)
- Strategies and practices that advance racial and economic justice

## GOALS ESTABLISHED FOR THE ENGAGEMENT PROJECT:

The community-based collaboration supported local cultural, social service, arts, civic, and advocacy organizations in engaging community members representative of the diverse demographics of Santa Fe and of the neighborhoods surrounding the Midtown Site.

The shared goals included:

- To ensure that community members who have been underrepresented in civic engagement are an integral part of the planning process for the Midtown Site.
- To cultivate a “Learning Community” as stakeholders, community partners, advisors, and team members, that will form a community of practice that co-creates and implements the Midtown Public Engagement Plan;
- To work closely with the learning community to identify gaps in representation that could be addressed by supporting the work of other organizations and individuals through further participation and funding in future phases of engagement.
- Maintain autonomy of organizations by clarifying boundaries around this work.
- Focus on community development objectives and public policies that work to stabilize neighborhoods and strengthen communities, particularly in neighborhoods and communities that are vulnerable to displacement of assets, people and families, and resources are vulnerable.
- Honor and build upon previous engagement participation, activities and outcomes.

## MY VIEW

By **Michaele Pride**

*Published in the SF New Mexican on August 14, 2021*

The Midtown site is the geographical center of Santa Fe. At the crossroads of three major streets and the Rail Runner, and surrounded by neighborhoods with deep roots where many residents have lived for generations, it truly is the heart of Santa Fe. As such, its redevelopment can unite our city and heal some of the deep disparities we face as a community. For Midtown, surrounding neighborhoods and the city as a whole, the stakes are high.

The University of New Mexico Design and Planning Assistance Center has been brought on as the city’s public engagement consultant to develop a robust engagement process that centers equity and community voice, and that generates recommendations to the city that help to define future use, governance and redevelopment of the property.

Community engagement here in Santa Fe – and in many places throughout the country – often struggles to include the voices of key populations. In a report of the city’s 2018 engagement about Midtown, nearly two-thirds of respondents had above-median incomes, a majority were over 55 and almost none were younger than 25. Only 17 percent of respondents were Hispanic and only 0.3 percent completed the survey in Spanish.

Gaps in equity during planning processes can lead to deepening inequity throughout the city. In 2015, the City Council unanimously passed the Resident’s Bill of Rights (Resolution 2015-65) that created a guide and framework for equitable development in Santa Fe. In 2018,

the City Council passed Resolution 2018-54, calling for a community engagement process to bridge gaps in the initial process. The public engagement process led by the UNM design center will unite those ambitious resolutions and set a precedent for equitable community development in Santa Fe.

To do so, the UNM design center is partnering with a team of organizations committed to equity and participatory processes. These Midtown Engagement Partners include Chainbreaker Collective, Earth Care, LittleGlobe, Santa Fe Art Institute and YouthWorks.

While each of our missions and constituencies are different, we are united in our collective goal to develop pathways to equitable representation so that everyone in our community can fully participate in imagining and manifesting an equitable future for this important site.

Building upon efforts by the city, this campaign is focused on engaging the voices and leadership of communities of color, low income and people often left out of the planning process through door-to-door canvassing, youth-led conversations and the Voices at Midtown series on a variety of important topics related to Midtown. Engaging, creative and interactive site activations in the fall will welcome the entire community to the property so they can embody and imagine the site as a vibrant, connected and walkable neighborhood.

Partner organizations have long-standing ties to the community and are committed to centering leadership of directly impacted community members. Recommendations that emerge will be authored in partnership with underrepresented communities that know the challenges and opportunities best, because they live with them every day.

Commitment to this kind of equitable and authentic community engagement requires both time and resources. This process is an unprecedented investment in Santa Fe and our future. We are grateful for the support of our elected officials and city staff who understand that community engagement requires deliberate relationship and trust building. The communities we represent are relieved to know the city has made a genuine commitment to a future in Midtown with all of us in it. Decades from now, Midtown will continue to be the heart of Santa Fe. We owe it to future generations to ensure it is not broken.



Photo courtesy of John Murphey

## LAND ACKNOWLEDGMENT

*This land acknowledgment was originally drafted by Dr. Estevan Rael-Gálvez based on archival, ethnographic, and archaeological research in consultation with Taytsúgeh Oweengeh, other scholars and the Culture Connects Midtown team.*

Acknowledging this place, its history and its people

We acknowledge the breath of those that came before us and all of the living animals, on the ground and above it. We acknowledge that this place we now call Santa Fe is still recognized as Oga Po'geh (White Shell Water Place). Thousands of years ago, it was a center place for the communities of Northern and Southern Tewa (often identified as Tanos). The living memory and stories told by the people of Taytsúgeh Oweengeh (Tesuque Pueblo) hold profound meaning to this day, revealing that the ancestral site, Oga Po'geh is Taytsúgeh and Taytsúgeh is Oga Po'geh still.

We acknowledge that this place is also part of a much larger sovereign landscape for indigenous peoples: the chronicle of its headwaters are woven into the origin stories of Nambé Pueblo, the clays surrounding the site were a resource for both Tewa people and the Jicarilla Apache, and it is a place where stories are braided into and from the past by the Diné (Navajo), Cochiti, Taos and Hopi Pueblos and more still not yet told.

We acknowledge Spanish settlement occurred over four centuries ago and was as much about the possession of place as it was about the displacement of people. From that beginning, La Villa Real de la Santa Fe was made up of colonists from Spain, Mexico, France, Greece, and Portugal. There were also Africans and many "Indios Mexicanos" whose displacement may have begun in captivity, but lived as free men and women. There were also thousands of enslaved indigenous people who came to be labeled

Genizaro, Criado, and Famulo, and whose identities were listed in ecclesiastical records as Aa, Apache, Comanche, Diné, Kiowa, Pawnee, Paiute and Ute. Hundreds more were simply listed in the records as "Mexican Indians." Complex castas stemmed from these origins, including people labeled as Colores Quebrados, Colores Revueltos, Colores Sospechos, Coyotes, and Mestizos.

Two and half centuries after these first Euro-mestizo settlements were formed, the push and pull of migration from every direction has brought new people to this place, including individuals and families from nearly every single state in the nation and from several other countries. The convergence of cultures and the profound and beautiful complexity of identity that is layered across four centuries of presence here, is reflected in the intricately woven genealogies of Santa Fe's residents.

For those that continue to live in this place, generational or recently arrived, all must recognize the astonishing complexity of this magnificent and sovereign landscape and its people. Acknowledgment also requires holding both the beauty and the pain and supporting ongoing dialogue and story sharing, all of which reflect a vibrant and equitable community. We are the stewards of this land, of its water and air and of each other. Our breath, like the breath of those that precede us, will be left for those that follow us.

# ACKNOWLEDGMENTS

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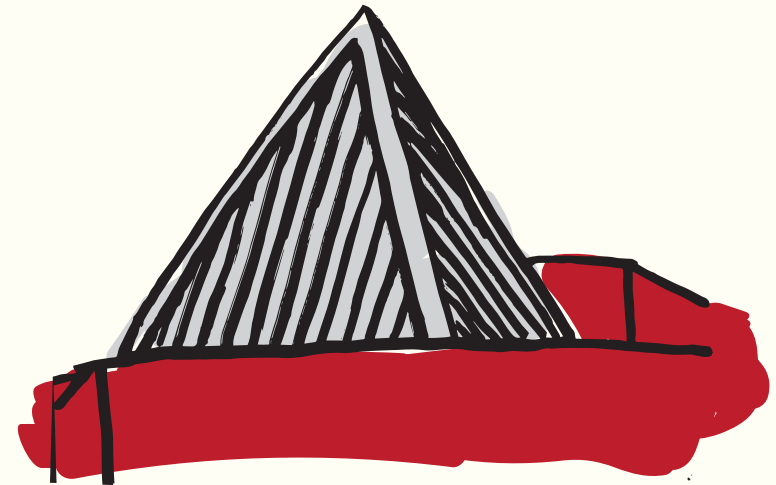
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## **GUIDANCE AT A GLANCE**

<b>1. Midtown is Community Driven</b>	<b>26</b>
<b>2. Midtown is aligned with and accounted for in existing plans</b>	<b>28</b>
<b>3. Midtown is a place for youth &amp; families</b>	<b>30</b>
<b>4. Midtown is a healthy Community</b>	<b>33</b>
<b>5. Midtown is designed to create safer streets and pathways</b>	<b>35</b>
<b>6. Midtown achieves high standards for sustainable development</b>	<b>36</b>
<b>7. Midtown supports local economic development &amp; support</b>	<b>38</b>
<b>8. Midtown provides housing affordability and security</b>	<b>41</b>
<b>9. Midtown provides services for the community</b>	<b>42</b>
<b>10. Midtown is a place for arts &amp; culture</b>	<b>43</b>



***“I believe Santa Fe needs more affordable housing for us locals. A land trust that is governed by community members, a place to give back to the local people of Santa Fe, myself personally needs affordable housing. There are no options for people in my situation.”***

#### Community Voice

##### 1. a. iii

Reserve parcel(s) for the development of a Community Land Trust. After affordable housing, this is one of the most frequently shared specific terms from respondents/ participants in the 2021 Midtown engagement activities, cited as a specific way to provide affordable housing, prevent displacement and gentrification, and/or promote community control and trust. There were 138 specific calls for a Community Land Trust on the site from participants. **And 796 people, nearly 40% of all survey respondents, ranked Community Control as a high priority.**

**Resource:** Health, Healing and Housing In Santa Fe

In 2020, Chainbreaker, Human Impact Partners, and the New Mexico Health Equity Partners delivered a research brief on community land trusts, Midtown, and a vision for

post-pandemic development. This report outlines a history of land trusts and community ownership in the United States and New Mexico.

New Communities Inc., in southwest Georgia, is credited as being the first CLT, founded in 1969, and was developed to provide farmland for black families who were forced from their land for participating in the Civil Rights movement.<sup>34,38</sup> Over the past half-century, Community Land Trusts have grown both in number and in type. There are now over 225 Community Land Trusts in the US that are both rural and urban, with their missions ranging from providing long-term stable housing and homeownership (including rental and cooperative housing); to community agriculture and urban green spaces; as well as for establishing commercial spaces for community and public use.

***“Lo veo como un fideicomiso, el cual sera manejado por la comunidad, para la comunidad. Le dara a muchos de Santa Fe la oportunidad de conseguir una casa a un bajo costo y accesible. Le dara tambien oportunidad a la comunidad de crear negocios nuevos y darle empleo a nuestra comunidad.”***

#### Community Voice

## CASE IN PRACTICE

### SAWMILL COMMUNITY LAND TRUST

Sawmill Community Land Trust is a nonprofit membership organization that owns the land. They hold the land in trust which benefits the community by providing affordable housing. They worked with the City of Albuquerque to clean up and reclaim 27 acres of a former industrial site. The CLT stewards over 200 affordable housing units that incorporate green design features. The CLT received \$200,000 in annual grants from the city in Community Development Block Grants and other funding from the U.S. Department of Housing and Urban Development (HUD) to build the capacity of the CLT's staff and to provide funding to support predevelopment for affordable housing projects. The CLT also received \$225,000 in Brownfield clean-up grant to pay for environmental remediation and redevelopment of contaminated properties.

[www.sawmillclt.org](http://www.sawmillclt.org)

## 2. MIDTOWN IS ALIGNED WITH AND ACCOUNTED FOR IN EXISTING PLANS

Accounting for changes created by development at Midtown and aligning with the City's equity goals. The City should continue to leverage innovative, equitable, and community-driven processes in those efforts so that updates benefit from multiple perspectives, needs, and experiences.

#### Rationale:

There are policies and plans that have been created over the last decade and need for long-range planning City-wide, that should be updated to consider the potential and opportunities that are developing at the site. The City should continue to leverage innovative, equitable, and community-driven processes in those efforts so that updates benefit from multiple perspectives, needs, and experiences.



Video still courtesy of Kaelyn Lynch

These might include:

- Sustainable Santa Fe 25-Year Plan, 2018 Overall goal: carbon-neutrality by 2040
- 1999 General Plan
- Midtown LINC with new zoning and district information, and incorporate multi-nodal recommendations from the 2008 Rail Corridor Study
- Santa Fe Pre-Teen And Teen Independent Transit And Mobility Plan
- Santa Fe Transportation Pedestrian Master Plan
- Santa Fe Metropolitan Transportation Plan (MTP).

**“Make Santa Fe one City where everyone in every neighborhood and every part of the community has equal opportunity, equal access to high-quality public facilities, and an equal chance to succeed in life.”**

**Alan Webber, Mayor**

The City of Santa Fe has a commitment to equity as stated by Mayor Webber.

**2. a**

Create an “Equity in All Policies” policy as a tool for developing consistency across policy and programmatic processes in the City of Santa Fe. Such policy would include mechanisms for implementation and a schedule for review and assessment of existing and proposed policies. Develop interdepartmental strategies to connect equity goals and commitments throughout the City of Santa Fe. This tool can be used to ameliorate policies as they are developed and to institute proactive policies with a focus on achieving the City’s equity goals.

**Definition:**

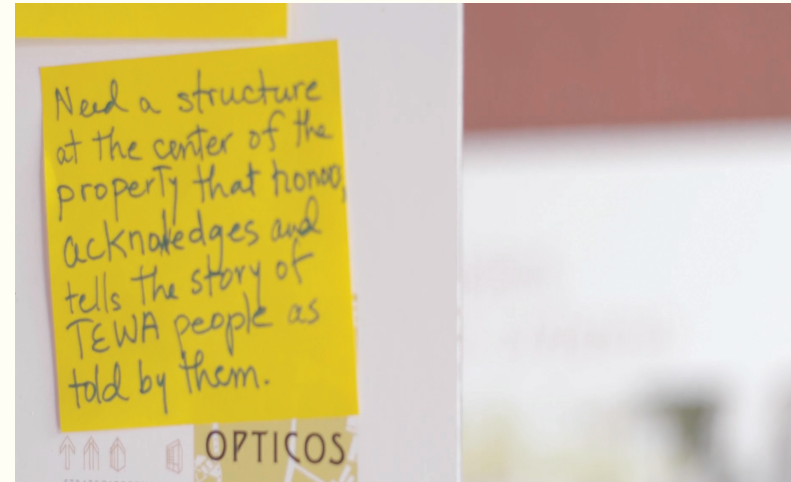
The Robert Wood Johnson Foundation (RWJF) provides the following definition:

*“Health equity means that everyone has a fair and just opportunity to be as healthy as possible. This requires removing obstacles to health such as poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care.”*

**CASE IN PRACTICE**

**HEALTH AND EQUITY IN ALL POLICIES TACOMA**

The City of Tacoma created an analysis tool that documents affected groups of people who have and have not been consulted. Their tool also encourages policymakers and agency members to consult with affected communities prior to adopting new policies or programs. The tool encourages managers to examine the social, economic, and environmental costs and benefits of each action, helping to ensure equitable conditions for all populations.



Video still courtesy of Kaelyn Lynch

**2. a. i**

Form an Office of Native American Affairs

**CASE IN PRACTICE**

**CITY OF ALBUQUERQUE OFFICE OF NATIVE AMERICAN AFFAIRS**

The City of Albuquerque Office of Native American Affairs recognizes that Native Americans have an inalienable permanent right to exist as peoples, nations, cultures, and societies.

**VISION:** To ensure that Albuquerque’s Native Americans receive equitable and inclusive access to City services and resources to improve their quality of life, ensure their safety, and maintain their cultural heritage.

**MISSION:** The City of Albuquerque Office of Native American Affairs is dedicated to promoting policy and program initiatives that ensure the safety and well-being of Native American individuals and families living in the Albuquerque metropolitan area and devoted to the support and development of intergovernmental relations between the City of Albuquerque government and tribal governments.

2. a. ii

Decriminalize Homelessness by reviewing and revising discriminatory regulations. Reconsider laws regarding loitering and prohibiting sleeping in public and provide facilities that invite people to linger and treat everyone with dignity (e.g., public restrooms, hand-washing, shade, seating).

CASE IN PRACTICE

2017 DECRIMINALIZING HOMELESSNESS: WHY RIGHT TO REST LEGISLATION IS THE HIGH ROAD FOR OREGON

Cities taking steps towards decriminalization often encounter strong resistance from community members. There is tremendous ignorance, fear, and bias towards people experiencing poverty and homelessness. These prejudices become major barriers to systemic change. Policymakers should consider strategies to promote understanding and inclusion as part of the broader decriminalization efforts.

2. b

Develop and practice Language Access Policy and Protocols in all public engagement. A lack of language access can discourage or exclude many people from authentic engagement in public life and decision-making. **32.3% of people in Santa Fe speak Spanish at home, according to the US Census Bureau 2019 American Community Survey. Further language access is required by law.** Consistent translation and interpretation will improve the function of all public processes.

3. MIDTOWN IS A PLACE FOR YOUTH & FAMILIES

Santa Fe can center youth and children around design to create a child-friendly city and space at Midtown.

Rationale:

Participants young and old expressed a desire and need for accessible and affordable activities and venues for and/or by youth—from recreation to education and opportunities to create and view arts and culture.

*“I would want the Midtown site to feel comfortable and to where it’s fun and you enjoy being there. Yeah. The resources that I think would make my life more fun would probably be playgrounds and fun activities for kids to do.”*

Community Voice



CASE IN PRACTICE

EARTH CARE: YOUTH AT THE CENTER

Youth at the Center is a campaign to place young people and our voices, our needs, and our leadership at the center of development initiatives here in Santa Fe. The Southside Teen Center has been in the works for about a decade and finally we have secured the investment from City and State resources to invest in the much needed and much awaited Southside Teen Center.

In 2019, Earth Care conducted workshops, gathered stories, and collected surveys to inform the design of the building and surrounding land. These results were combined with input from youth during the 2007 Youth Summit, the 2015 Youth Summit, and the 2017 Youth Summit. In partnership with The City of Santa Fe, the State Legislature and strong advocacy from Earth Care’s community- the project received \$3.9 million dollars in capital outlay funds for its construction.

3. a

Include spaces and opportunities to learn and grow. Family and intergenerational learning opportunities can be achieved through a community schools model and a commitment to community education.

*“How about concentrating on where Santa Feans really live. I can’t afford an eastside home as an educator. Let’s focus on educating our children.”*

Community Voice



***“I want to see a place for the LOCALS to feel welcomed, safe and unbothered by all the transplants who have continued to TRY and gentrify our city! Somewhere our kids, our youth, our young adults, our adults and especially our elderly gente can get together without feeling uncomfortable! We’ve been uncomfortable for too long!”***

Community Voice

### 3. a. i

Provide Space for Early Childhood Programs

#### CASE IN PRACTICE

##### GRACE LIVING CENTER

At Grace Living Center, a nursing home, in Jenks, Oklahoma, the local public school added two classrooms to the space. Leaders of the project share that “the rising generation of boomer elders sees retirement ‘as a time to create purposeful living.’...To that end, the intergenerational curriculum focuses on three areas that benefit young and old alike: lifelong learning, wellness, physical fitness, and the arts and humanities.

### 3. a. ii

Make recreation accessible for families. The site should include space dedicated to free and sliding-scale extracurricular, after-school, and arts programs, incorporating Universal Design principles for the inclusion of people with a range of physical and cognitive abilities.

#### CASE IN PRACTICE

##### 8-80 CENTERING YOUTH AND CHILDREN AROUND DESIGN

*Our Vision: We exist to create safe and happy cities that prioritize people’s well-being. We believe that if everything we do in our public spaces is great for an 8-year-old and an 80-year-old, then it will be great for all people.*

*Our Mission: 8 80 Cities improves the quality of life for people in cities by bringing citizens together to enhance mobility and public space so that together we can create more vibrant, healthy, and equitable communities.*

## 4. MIDTOWN IS A HEALTHY COMMUNITY

Rationale: Studies have shown that the built environment plays a significant role in advancing (or compromising) community health—preventative and proactive design can enhance communities at much lower cost than medical care for diseases they can help prevent, e.g., heart disease, asthma exacerbation, obesity, diabetes, and mental wellbeing.

Existing tools, such as Health Impact and Equity Impact Assessments, and Social Determinants of Health standards can assist in priority decision making. What follows are some key projects that can support a healthy community.

***“I’d love to see a green, walkable/bikeable, safe, a multi-use community center that is not overly gentrified and feels authentic to the diverse convergence of cultures in Santa Fe. This needs to be a space FOR Santa Feans, not tourists or wealthy retirees with second and third homes in Santa Fe.”***

Community Voice



**4. a**

Create a healthy community through design and development

**4. a. i**

Create community gardens: A collectively gardened space provides a space to grow low-cost fresh fruit and vegetables for those who may not have space to garden at home or access to fresh foods.

**CASE IN PRACTICE****ESPAÑOLA HEALING FOODS OASIS**

The Española Healing Foods Oasis was created by Tewa Women United to create an edible foods garden on a previously barren slope. The garden is open to Española residents and the surrounding communities and provides seasonal food, Native medicinal herbs and plants, accessible pathways, and aesthetic beauty while harvesting precious rainwater.

**4. a. ii**

Provide public toilets, handwashing, and drinking fountains that are accessible throughout the development; strategically located to serve non-residents throughout day (e.g., visitors, shoppers, and the unsheltered). Access to hygiene is not only a matter of equity and dignity, but lack of access is also a matter of personal and public health, not to mention the nuisance factor for property owners, residents, businesses, etc.

**4. a. iii**

Make health clinics accessible. Free/affordable health clinics that not only include health care, but also dental and mental health. **184 survey respondents expressed the need for access to health care and health clinics as part of the Midtown development.**

**4. a. iv**

Provide support for homelessness, mental health, and addiction. The Site should continue to support these communities with easy access to services like housing, drug counseling, addiction recovery and reintegration, and food banks.

**“Currently, there is a homeless shelter, as well as drug rehabilitation services. I feel it would be wonderful for the community to expand those services and turn the whole campus into a type of therapeutic community, including transitional housing for those individuals ready to begin an autonomous way of living.”**

Community Voice



## 5. MIDTOWN IS DESIGNED TO CREATE SAFER STREETS AND PATHWAYS

Policies and infrastructure that promote walkability and bike-friendly connections in and around the site could be accomplished through community engagement, like walk and bike audits. These efforts could identify the best use of speed reduction and other tools to address issues and opportunities related to accessibility, walking, biking, and transit use.

Reference: Charles T. Brown, the Founder & CEO of Equitable Cities and Professor of Planning & Public Policy at Rutgers University defines arrested mobility as the “assertion that BIPOC have historically and presently been denied by legal and illegal authority, the inalienable right to move, to be moved, or to simply exist in public space resulting in adverse social, political, economic, and health effects that are widespread, preventable, and intergenerational.”

**5. a**

Design Multimodal Networks: To promote and ensure a healthy community transportation must be efficient and also safe and enjoyable. Engage in a multimodal planning process that reflects community ownership, in line with best practices for engagement. Midtown’s pedestrian improvements should be shaped by community-driven walk audits in and around the area. Furthermore, in line with the previously mentioned mobility justice considerations, consider how Crime Prevention through Environmental Design seeks to improve public safety through hostile design and architectural practices of deterrence.

**Definition:**

*Mobility Justice demands that we fully excavate, recognize, and reconcile the historical and current injustices experienced by communities – with impacted*

*communities given space and resources to envision and implement planning models and political advocacy on streets and mobility that actively work to address historical and current injustices experienced by communities.*

*Mobility Justice demands that “safety” and equitable mobility address not only the construction of our streets but the socioeconomic, cultural, and discriminatory barriers to access and comfort different communities experience within public spaces. We must shift focus from the modes of transit people use to the bodies and identities of the people using those modes by centering the experiences of marginalized individuals and the most vulnerable communities. It acknowledges that safety is different for different people, and should be defined by those most economically and legally vulnerable.*

*Mobility Justice centers people over profit, property or placemaking, and prioritizes the community’s lived experiences and aspirations as the primary driver of change and progress. It recognizes the significance of human infrastructure and ensures new projects enhance rather than erase or displace existing communities or neighborhood mobility strategies. These principles of Mobility Justice were drafted using perspectives gathered at The Untokening: A Convening for Just Streets & Communities held in Atlanta, GA on November 13, 2016.*

**5. b**

Ensure equitable access to Midtown, for example: a Zero-Fare Transit Network (Albuquerque)

## 6. MIDTOWN ACHIEVES HIGH STANDARDS FOR SUSTAINABLE DEVELOPMENT

Set ambitious design and performance goals and standards to create a sustainable and resilient Midtown, including environment, economy, and social equity, following established principles and assessment frameworks.

### Rationale:

The engagement revealed a desire for sustainability across Midtown, with an emphasis on constructing with local building materials, low-energy design, reducing water use (through conservation, native plants, xeriscaping, greywater reuse, and rainwater harvesting), using solar power. Using sustainability assessment frameworks can help ensure that Midtown meets goals across multiple sectors and addresses economy, equity, and environmental areas. (e.g., EcoDistricts, Living Communities Challenge, LEED ND+, Enterprise Green Communities, Arid Low Impact Development, Passive House, etc). Midtown development can and should align with the goals set forth in the Sustainable Santa Fe 25-year plan.

### 6. a

Implement projects that promote and advance sustainable development

### 6. a. i

Ensure that renovation of existing buildings and new construction meet high standards for sustainability, particularly in terms of building materials and designing to minimize energy use.

*“I am interested in seeing Santa Fe be a leader in regenerative site development and sustainability through this project. We should be sure that this site is designed as a “generous” campus -- storing water, filtering air, providing habitat, cooling and shading, building soil the way that the natural ecosystems do so generously.”*

Community Voice

### 6. a. ii

Ensure that outdoor spaces minimize the use of potable water through green stormwater infrastructure and water reuse. Integrate outdoor community amenities such as recreation areas and community gardens.

### CASE IN PRACTICE

#### GREEN STORMWATER INFRASTRUCTURE

Green stormwater infrastructure and low-impact development are already in practice in New Mexico, as identified by the Arid LID Coalition in the Middle Rio Grande Valley. These practices are beginning to become standard in Santa Fe public projects, as seen in the “Incorporating Green Infrastructure into Roadway Projects in Santa Fe” report. Additionally, the City of Tucson provides an example of incorporating green stormwater infrastructure into City projects, including working with neighborhoods to plan and construct green infrastructure.

### 6. a. iii

Build infrastructure to be free of fossil fuels and plan for clean and renewable energy sources, particularly solar, across Midtown (no new gas hookups). Consider innovative options, such as community solar and microgrids, that can reduce carbon emissions in a community-centered way.

### CASE IN PRACTICE

#### LOW INCOME SOLAR POLICY GUIDE

The Low Income Solar Policy Guide offers a multitude of resources for accessible and community-engaged solar programs, including best practices for single-family solar, multifamily solar, community solar, or workforce development.

## 7. MIDTOWN SUPPORTS LOCAL ECONOMIC DEVELOPMENT & SUPPORT

Implement city programs and facilitate space that incentivizes and supports local businesses. The site should host a market space, entrepreneurial support, business incubation, and local-specific programs.

### 7. a

Provide spaces and support for local economic development

### Rationale:

Many people called for opportunities for local residents to learn, train, and work in Santa Fe, and to develop and grow local businesses. **From the data collected, there were 39 mentions of tourism having a negative impact on Santa Feans, and 186 specific calls for more support for local people, programs, and businesses.** This “By Santa Fe, For Santa Fe” sentiment seems to parallel concerns that developed in the Historic Santa Fe Plaza area had significantly shifted to a focus on tourism and visitors.



7.a.i

Support a local workforce and local businesses by using project labor agreements that incentivize the training and hiring of local people and companies.

***“The Midtown development should prioritize the needs of individuals and families living and working in Santa Fe, rather than business or tourism/hospitality interests. Affordable housing, public transportation, access to child care and early childhood education, and access to GED and post-secondary education are all critical community needs.”***

Community Voice

**CASE IN PRACTICE**

**PROJECT LABOR AGREEMENTS**

Sound Transit, a regional transportation agency in the Puget Sound area, used project labor agreements to establish diversity goals across hiring and project construction. Their goals were to have 21% of all hours worked be by people of color, 12% of all hours be worked by women, and 20% of all hours be worked by apprentices. They tracked the hiring across contractors through certified payroll and invited all contractors to report details of hours worked by workers’ craft, ethnicity, gender, and home zip code.

***“A place for long-term community growth - jobs that matter (not just part-time, service industry) and housing that is quality and attainable. A place for new businesses, community gatherings, and resilience.”***

Community Voice

7.a.ii

Include workforce development that supports young people and families of Santa Fe to thrive. Connect locals of all ages to a range of projects and programs that connect locals of all ages to career and entrepreneurial opportunities.

**CASE IN PRACTICE**

**YOUTH BUILD**

YouthWorks has emerged as a cutting-edge, innovative organization offering a continuum of services designed to reconnect “at-risk” and disadvantaged youth with our community through education, employment training, and job placement. It serves youth who cannot find a job after high school or young people

who have not graduated from high school but are looking for a job. Young adults Jennifer Gingold and Vincent Tapia were integral in the founding of Youth Works. They worked along with Melynn to design and implement culturally and age-appropriate programs and services to address the unmet needs in Santa Fe.

Youth Build is a federally funded 12-month program that empowers at-risk youth with the experience, education, support, and tools to achieve their vocational and leadership goals. Santa Fe Youth Build program participants prepare to take the GED and participate in vocational skill development programs where students gain construction or culinary skills.



**7. a. iii**

Focus on workforce training and support that includes wrap-around services for workers and families. A fuller program of support will ensure sustainability and success for workers in Santa Fe. Consider things like housing, transportation, healthcare, education, and other basic needs support.

## 8. MIDTOWN PROVIDES HOUSING AFFORDABILITY AND SECURITY

Ensure that housing is accessible to local Santa Feans and provides opportunities for permanent residency across generations, supporting neighborhood stabilization and community cohesion, not further displacement. This will require many strategies and coordination between agencies and organizations.

*“Somos parte trabajadora y esperemos un día tener un lugar propio donde vivir en este lugar que a visto crecer a nuestros hijos y formar trabajos para ellos”*

**Community Voice****Rationale:**

Many people express frustration that they have been or soon will be priced out of housing in Santa Fe and concern that development at Midtown will lead to further

market pressures, increased prices and displacement. This concern is Protection from Displacement is Pillar #4 in the Residents Bill of Rights (Resolution 2015-65)—Stability, Permanence and Protection from Displacement.

**8. a**

Develop and implement a community-driven Neighborhood Stabilization Plan for existing vulnerable neighborhoods threatened by new development (especially Hopewell Mann, adjacent to the Midtown site), in collaboration with community members, organizations, and housing advocates.

**8. b**

Provide a mix of housing types and tenure that provide the opportunity for households of median income and below-median income to own and rent quality, affordable housing.

**CASE IN PRACTICE****ABUNDANT HOUSING LA**

See especially policy recommendations: <https://abundanthousingla.org/policyagenda/>

**8. b. i**

Ensure housing affordability in both rental and ownership.

**CASE IN PRACTICE**

Organizations in Santa Fe are working to address the housing crisis in a localized context, such as the Santa Fe Housing Action Coalition.

**8. b. ii**

Prioritize housing affordable for households that are low-income and part of the critical Santa Fe workforce, and households threatened by displacement.

**8. b. iii**

Adapt one or more existing forms for long-term transitional housing for people experiencing homelessness (e.g., SROs, supportive housing model)

## 9. MIDTOWN PROVIDES SERVICES FOR THE COMMUNITY

Midtown should be a hub for social services and a center for community. There is an opportunity to leverage existing buildings and spaces to establish community services and infrastructure in initial phasing and anchor the district in the community. **877, more than 40% of survey respondents, ranked the accessibility, fairness, and equity of services, and opportunities at the site, especially to historically marginalized peoples as a top priority for Midtown development.** Immigrant and Indigenous populations are underserved in Santa Fe and Midtown presents an opportunity to address those barriers and set a new precedent for community care.

**9. a**

Provide social and governmental services on a free or sliding-scale basis at the Midtown Site.

**9. a. i**

Limit government offices to services that Santa Feans use regularly (e.g., Neighborhood Services, Planning and Building Permits), and keep core official functions downtown (City Hall, Council offices, etc.).

**9. a. ii**

Provide and prioritize social services on-site that serve marginalized populations, including indigenous people, immigrants, and people experiencing housing insecurity

**CASE IN PRACTICE****SOMOS UN PUEBLO UNIDO'S UNITED WORKER CENTER OF NEW MEXICO**

Somos Un Pueblo Unido works to build a community that does not discriminate against people based on their national origin, that institutes humane migration policies, and that protects the human rights of everyone irrespective of where they are born or what documents they carry. Somos' Worker's Committee formed in 2005 to provide community education about employment rights and to organize for better conditions in the workplace. In 2012, they founded New Mexico's first and only worker center for low-wage workers.

## 10. MIDTOWN IS A PLACE FOR ARTS & CULTURE

Provide space and context to acknowledge history and traditions of the Midtown Site, Santa Fe, and Northern New Mexico, allowing space for community dialogue and cultural exchange, reconciliation & healing, and community storytelling & archive. Provide affordable or free art opportunities for artists of all ages, including gallery space, art workshops/classes, artist live/workspaces, providing community art facilities and maker spaces, musical performance spaces, and community art spaces.

**Rationale:**

The engagement revealed a desire to have accessible arts programming and education at Midtown, particularly as a way to carry forward the spirit of the site as a previous arts & education facility. There was also interest in the economic opportunities and arts training that could emerge from the filmmaking industry present at Midtown.

***“As the former campus of Santa Fe University of Art and Design, Midtown should be a site that elevates the arts and offers affordable housing. Through increasing the number of affordable housing units in the City, Midtown can be a site for artists to live/work and non-artists to reside. With its central location, Midtown can be a nexus of art and culture in the City that will be more accessible and democratic than many of the art spaces in greater Santa Fe.”***

Community Voice

**10. a**

Provide spaces and support for arts & culture programming & production

***“I am 19 and an artist. I want a safe place for young artists to meet and show their talents. Maybe also hold classes and have affordable housing. I’d love to see local coffee shops and restaurants. I would appreciate galleries with local artists where they can sell and show their work. An outdoor space with heaters for the winter as well. Maybe yoga studios or meditation rooms.”***

Community Voice

**Reference**

City of Santa Fe Culture Connects Summary In particular, participants voiced a desire to expand opportunities for young people to participate in cultural activities; Elevate the unique cultural identity and assets of neighborhoods; Articulate a shared sense of purpose, values, and

community wellbeing as the basis to address tensions that arise from historic trauma and ongoing inequities; and Remove obstacles to meaningful and relevant cultural experiences for all.

**10. a. i**

Provide affordable art opportunities and facilities for artists of all ages. Some responses referenced the affordability of art classes that used to be offered at the site, and others mentioned a need for art spaces that are more affordable than those that currently exist in Santa Fe. There was an overall emphasis on making art workshops and classes affordable and accessible to community members as well as youth.

**10. a. ii**

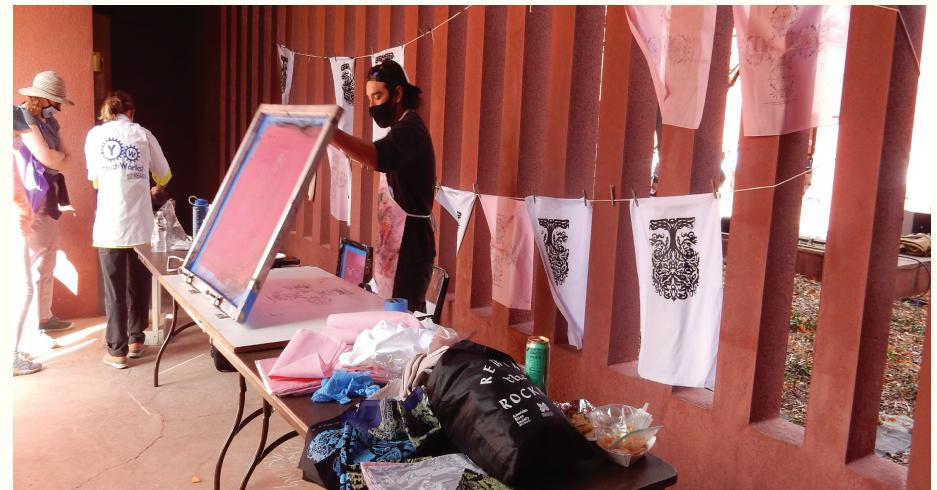
House and promote pow wow grounds within the Midtown site. Prioritize use and oversight by Indigenous peoples. Many responses emphasized a need for spaces where the Indigenous community can feel welcome and belonging. Specifically, the Santa Fe Indigenous Center engaged the community they serve around the possibility of an outdoor pow wow grounds. The results showed an overwhelming preference to see an outdoor pow wow arena and expressed multiple uses that could benefit the Indigenous community of Santa Fe.

***“I would love for this project to prioritize the inclusion of the indigenous communities from the area. This is their land and any opportunity to bring them into the discussion and allow them to lead this new vision would show that we are truly working towards real change.”***

Community Voice

**10. a. iii**

Reuse the Greer Garson theater. The engagement results showed a large desire to keep and continue use of the Greer Garson Theater as a performing arts space. There were many responses that celebrated the memory of the theater as a community asset.



**10. a. iv**

Reuse the Fogelson Library and expand its uses. The engagement results showed a large desire to keep and continue the Fogelson Library. There was interest in expanding the size and scope of the Library and updating its amenities to best serve the community. Additionally, the Friends of the Santa Fe Public Library engaged the community in specific questions around the documentation of Santa Fe's culture and history and found interest in the creation of a community cultural archive.

***"I would love to see [Fogelson] continue as an educational hub for arts, climate change, green/renewable energy; wrap-around services including housing, childcare, and mental health services."***

Community Voice

**CASE IN PRACTICE**

**HOW MEMPHIS CREATED THE NATION'S MOST INNOVATIVE PUBLIC LIBRARY**

The City of Memphis, Tennessee invested largely into opening three new libraries and increased the library budget from \$15 million in 2007 to almost \$23 million in 2021. These changes, in one of the poorest cities in American, led to attendance at library programs quadrupling over that time period.

Investments at the library included changes in program that reflected the interests of the community. In Memphis you can see U.S. naturalization ceremonies, job fairs, financial literacy seminars, jazz concerts, cooking classes, film screenings and many other events. There has also been a huge effort to better connect people to existing resource – with the additions of some unlikely ones: "you can check out books and movies, to be sure, but also sewing machines, bicycle repair kits and laptop computers. And late fees? A thing of the past."



**10. a. v**

Provide public outdoor space for performing arts, community gatherings, and music venues. The data showed many mentions of preserving existing arts and culture spaces at Midtown (Greer Garson, Fogelson) also suggested expanding facilities to provide more outdoor public spaces for arts and gathering.

**10. a. vi**

Continue to use the site for filmmaking and performance and connect commercial use with training and education for local economic opportunity (studios, etc.). The engagement results emphasized education in the arts as important to building cultural value at Midtown. Connecting arts education and training with the existing filmmaking industry can also build economic opportunity in a budding industry in the region.

**10. a. vii**

Celebrate food and the culinary arts as a local tradition and way to bring community together. Integrate food offerings into all uses and activities on-site - food trucks, markets, coffee shops, local restaurants.

The engagement results included many mentions of food and restaurants as an important aspect in a mixed-use area. Responses to Friends of the Santa Fe Public Library's question about important aspects of culture included food as one of the top choices for the online survey and the top choice in the responses from high school students.



Video still courtesy of Lyra Mancini

## PROJECT HISTORY

The City's "Midtown Site" includes the 64.22 acre former Santa Fe University of Art and Design (SFUAD) campus and some adjacent lands. Once the home of the College of Santa Fe, located on the edge of town, the site is located in what has become the geographic center of present-day Santa Fe. The City of Santa Fe assumed full responsibility for all aspects of the site on July 1, 2018. As the steward of this public asset, the City's leadership seeks to develop the site in response to and in balance with community needs, economic viability, technical feasibility and local culture and values.

Excerpted from the "FINAL Planning Guidelines for the City's Midtown Property," dated June 30, 2018:

*"In October 2016, City Council approved the Midtown Local Innovation Corridor District ("Midtown LINC"). This is a zoning overlay district in and around St. Michael's Drive between Cerrillos Road and St. Francis Drive. The 378-acre district is designed to promote higher density housing and complementary commercial uses by heavily incentivizing and removing obstacles to mixed-use redevelopment of existing properties within the district. The Midtown LINC was designed with two anchors: The Site on the west end and the hospital and related medical uses on the east end.*

*On October 25, 2017, City Council passed a resolution No. 2017-78 (available at [https://www.santafenm.gov/archive\\_center/document/18083](https://www.santafenm.gov/archive_center/document/18083)). This provided guidance to staff and established a strategic goal for the property to have a variety of uses, with a preference for higher education as the anchor. Examples include continuing to pursue discussions with education institutions, pursue the expansion of existing film facilities and programs, develop workforce housing, consider replacing the LaFarge library with the Fogelson library, refine potential*

*approaches to reduce debt service on the property, and examine different governance models to identify ways to maximize opportunities.*

*[This Resolution] further directed City Staff to develop and run a process for gathering public input on the possible and desired uses of the Site. This public process was called the "Midtown Campus Project", a city-wide engagement conducted January-April 2018 engaging approximately 3,000 participants that culminated in the Midtown Planning Guidelines. This project was supplemented and informed by other research conducted over the last several years including RE:MIKE, Culture Connects, 2017 National Citizens Survey and Pollinating Prosperity Report all of which are publicly available (collectively referred to as "Research").*

*The Midtown Campus Project is phase one of a three phase process to redevelop the Site. The three phases are: (a) Concept Phase which was the market research, idea generation and concept development work done during the Midtown Campus Project, (b) Planning Phase which will culminate in an appropriately scaled development plan and financial model that can be successfully executed, and (c) Implementation Phase which will be the phased implementation of the development plan or modifications thereof. Both the Planning and Implementation phases will also involve public input."*

## FINDINGS FROM PUBLIC ENGAGEMENT IN 2018

In 2018, the City of Santa Fe conducted a civic engagement effort to create a vision, goals, and development concepts for the future of Midtown. This Concept Phase engagement process resulted in the Midtown Planning Guidelines, adopted by the Governing



Body in June 2018. Top priority uses identified include: Higher Education, Housing, Film and Emerging Media, Arts & Creativity, New Business and Innovation.

Over 3,000 participants took part in the Concept Phase engagement effort. However, most participants identified themselves as White, well-educated, high-income, and over 65 years of age. As a result, the need to expand public engagement to address issues of equity, representation, and inclusion was identified and articulated in Resolution 2018-54, passed by the Governing Body in August 2018. The resolution explicitly named the need to include the voices of underrepresented communities by conducting an engagement effort designed to increase the participation of youth, people of color, and low-income households, as.

Since then, and prior to entering into full planning mode, the City engaged stakeholders interested in investment and development at Midtown to further understand opportunities and constraints for achieving the vision

and goals outlined in the Midtown Planning Guidelines. As market trends evolved, which were deeply affected by the global pandemic, additional challenges were identified due to uncertainties in financing, as well as development of commercial and higher education uses. In addition, housing prices trended upward, which exacerbated the housing supply and demand crisis in Santa Fe. Production and preservation of affordable housing in Santa Fe neighborhoods became a central public policy challenge for the City and its communities. As such, the opportunity for housing production in Midtown became an even higher priority land use.

## PLANNING PHASE

In 2019, the Midtown project entered the Planning Phase, which included another round of public engagement with UNM DPAC, as the City's public engagement consultant. The City also issued a Request for Expressions of Interest for developers and businesses

interested in developing or operating businesses at the Midtown site. A broad range of developers responded with varying capacities to develop small and medium-sized projects, as well as master developers who expressed interest in developing the entire site. Similarly, small, medium, and large business entities, for-and non-profit, responded by proposing business ventures at Midtown.

Based on a clear set of criteria, the City selected and entered into an exclusive negotiation agreement with a master developer team that included a variety of local developers, community organizations, and local business entities. During the due diligence period of the agreement, market trends and assumptions undermined the developers' risk and feasibility analysis, which caused them to initiate the termination of the agreement and their participation in the City's solicitation process.

Maintaining its commitment to the public to ensure that the site would be developed pursuant to the Midtown Planning Guidelines, the City immediately pivoted into undertaking the strategic role of performing standard horizontal development activities, which included: land use zoning, master planning, infrastructure assessment and planning, evaluating existing buildings for demolition or reuse (temporary and permanent), land economics and return on investment, as well as redevelopment district funding, development incentives for public benefits, and governance provided through state statute, such as the Metropolitan Redevelopment Area (MRA) and Tax Increment Development District (TIDD). The City moved forward with a strategy that focused on incremental, phased development, rather than working with a master developer.

To accommodate the change from a master development strategy to an incremental development approach, the role for UNM DPAC and the City also shifted, since there would not be a master developer for the entire site that would be planning and implementing a vision. The City and DPAC recognized the opportunity this presented to work

directly with local communities more effectively to create the public policy, plans, zoning, and programming that would govern the future of the site, so that the decisions would be informed through community inputs using a triple-bottom line approach that considered not simply economics, but also equity and environment, and in the case of Midtown Santa Fe, culture.

Toward these ends, the City's Office of Economic Development engaged consultants to help develop processes and plans, as follows:

- Strategic Economics, led by Dena Belzer, to explore Land Economics and develop the Land Development Plan.
- Opticos Design, led by Stefan Paleroni and Drew Finke (Urban Designers, sub-consultants to Strategic Economics) to develop the Midtown Master
- Proyecto LLC, led by Daniel Hernandez, to develop the Community Development Plan and coordinate all Midtown project efforts.
- The Design and Planning Assistance Center (DPAC) at the University of New Mexico, to develop and facilitate Public Engagement, along with the Midtown Engagement Partners, resulting in a report of findings and recommendations for community benefits to inform and integrate with all Midtown Development Plans.

The Public Engagement process followed a distributed model, with many different organizations using different methods in different venues to gather input from the public. These organizations include (but not limited to) the Midtown Engagement Partners, the City of Santa Fe, UNM DPAC, and the Strategic Economics/Opticos team.

In July and September 2021, Strategic/Economics/Opticos team facilitated multi-day engagement sessions and conversations to learn people's memories and thoughts

about the site. The MEPs co-hosted the Midtown Block Party in October 2021, which drew 1,000 participants to the site to hear music, engage in multiple fun activities, and complete surveys and interviews. They hosted another event—a Posolada—in December 2021, attracting 500 people to enjoy music, posole and biscochitos while providing input for the sites development through surveys. In the interim months, each organization facilitated activities of their own design, to engage the multiple and different communities in the questions of Midtown.

## SITE RESEARCH

The 2021 DPAC Studio at UNM conducted site research to illustrate the context of development at Midtown. This research illustrates the Midtown District and the surrounding area in terms of transportation; housing and cost burden; access to food, health and medical care, schools, and childcare; median household income; age; and housing value. While this research provides critical quantitative data regarding the Midtown District, this information is further informed and vivified by the lived experience data collected by the Midtown Engagement Partners as part of their ongoing work, local knowledge, understanding, and direct contact with local communities.

Some findings from the DPAC studio site analysis for neighborhoods surrounding Midtown (within a 1-mile radius) include:

- Housing tenure ranges from approximately 25-74% renter-occupied and 26-75% owner-occupied.
- More than 25% of renters have a housing cost burden (a cost burden is when housing costs exceed 35% of the household income)
- Approximately 15-25% of the population is under 18, i.e. school-aged.
- Most of the neighborhoods surrounding Midtown are majority Hispanic/Latinx.





# 2021 MIDTOWN ENGAGEMENT PROCESS

## MIDTOWN ACTIVATION PROGRAM

The Midtown Activation Program (MAP) centers local communities and culture, with a range and diversity of activities, locations and times—to reach people where they are and with whom they already have relationships—to respond to questions regarding Midtown. The MAP stipend program was managed by the UNM DPAC Midtown Team and funded directly by the City of Santa Fe through their event sponsorship program, with \$50,000 set aside to directly support Midtown engagement activities designed and led by the selected organizations.

In MAP Round 1, DPAC recruited 4 organizations to create the Midtown Engagement Partners (MEPs), through referral, conversation, and negotiation. These community-based organizations serve as advisors, collaborators, and engagers throughout the Midtown Engagement Program, officially starting in June 2021, and continuing through the end of the DPAC contract in March 2022.

The City intends to support the ongoing efforts with the MEPs as land and community development plans are drafted, reviewed, and go through the governmental approvals process.

In MAP Round 2, organizations responded to an open call to participate by designing and holding events for and with their constituents. MAP Round 2 was advertised through existing networks, digital/online channels, flyers in strategic places. These organizations serve as engagers, over a limited time frame (Oct-Nov 2021), and were also invited, but not expected, to participate and consult with the Round 1 MEPs.

## VALUES AND PURPOSE

To expand and localize the engagement process, we collectively created a collaborative agreement with community-based organizations to fulfill the commitments and deliverables pursuant to the contract scope of work with the City of Santa Fe.

This work served to develop, support, and implement a co-created, inclusive Public Engagement Program of activities—reaching a range of organizations, communities, individuals, and interests representative of the communities influenced by and/or impacted by the development of the Midtown Site.

The text below describes the goals and operating principles for the program and for our agreement, along with the expectations and terms of this agreement. These values serve as the foundation and direction for the work of the Midtown Engagement Partners:

- Transparency through regular, ongoing, accessible, and honest factual communication and engagement, information sharing, input and feedback loops, as well as articulating and managing real and perceived conflicts of interest.
- Co-creation, ownership, and authorship of the Midtown Public Engagement Plan that facilitates co-ownership of the plan and its implementation, between the DPAC team and Midtown Engagement Partners, as well as other consultants, stakeholders, and community advisors. We recognize and value multiple and diverse forms and sources of knowledge, in exchange between partners and neighbors.
- Collaboration with and between, valuing the contributions and collaboration of community stakeholders through various forms of acknowledgment and —e.g., compensating for their

efforts in the public engagement process (such as with contracts, stipends, and grants), supporting related engagement activities of community-based local organizations, and welcoming Midtown Activation Program (MAP) grantees as Community Partners and key stakeholders to co-create the principles and methods for meaningful and inclusive public engagement.

- Inclusive, user-friendly, and culturally accessible engagement and communication opportunities, materials, and information (written and verbal) to facilitate participation and awareness by, among, and with a broad spectrum of Santa Fe communities, with a commitment to facilitating opportunities for community members that are often underrepresented in making public policy for the planning and development of Santa Fe neighborhoods: youth, low-income, and BIPOC. This includes language access (especially in Spanish, braille, sign language/ASL) and access for those with physical and/or cognitive disabilities. This also means that plans and details may change as we work together and learn, in an iterative process.
- Accountability and influential outcomes from the public engagement process that document and respect the participation and collaboration of the public with the DPAC Team, Midtown Engagement Partners, and the City will be used to inform the disposition and development of Midtown. An implementation-oriented approach that considers desirability, viability, feasibility, and ethics.
- Iterative Processes. This work is not linear, but relies on repeated cycles of draft, review, and revision, with many different voices and perspectives. In this way, ideas and practices are vetted, questioned, and honed within the community of practice.

- Restorative Practices. We approach our work with our communities in ways that are intentionally restorative rather than extractive. We all must be better off for having spent time together. Local knowledge (information and data) belongs to local communities and they must decide what to do with it, how to move forward and the vision we are moving towards—regaining power and stewardship of our lands and lives. Past injustices need to be acknowledged, and restoration needs to be included as we move forward. This includes dismantling structures that continue the oppression and restoring traditional, collective, sustainable practices.

## PUBLIC ENGAGEMENT GOALS

The Residents' Bill of Rights Resolution (#2015-65) specifies action to collaborate with "community organizations that represent and/or service workers, renters, low-income homeowners, and/or people experiencing homelessness and/or displacement and specifically related to upcoming and ongoing planning processes." Priority will be given to organizations whose leadership also reflects these demographics.

The organization serves and leadership is drawn from those communities demographically. And special focus was given to geographically underrepresented in the previous "Concept Phase" of public engagement. Which in 2018 was

- Those under age 50 and especially youth (under 25)
- People of color, specifically, Indigenous, Hispanic, Black, Latinx people.
- Low-income individuals and households
- People whose primary residence is within a mile of the Midtown site.

- The organization has experience in designing and/or implementing effective community engagement activities in the communities defined above.

## GOVERNANCE

The values and goals above informed the affirmation of the partnership and led to the creation of a governance agreement. The text below describes the governance and voting structure for the decision-making process in this partnership.

### Governance & Voting Process:

- Agree to and participate in a shared governance model based on building consensus, such as an advice and consent process, and agree to continue to develop and improve this process as we go along.
- Decision Making: we will use a yes/no/pass voting process for approving collective work for publication beyond the MEP's.
- All partners must vote yes and/or "pass" for a motion to be adopted. A motion will not be adopted if there are one or more "no" votes.
- One vote per partner organization.
- Votes can take place via meetings and over email when necessary

## FUNDING

DPAC, MEPS, and City representatives discussed the Stipend funds (\$50,000, total) and how the funds might be distributed effectively and equitably. As a result, each of the MAP Round 1 MEPS received \$8,000 in stipends/ event sponsorship support directly from the City of Santa Fe. Stipends awarded to MAP Round 2 varied between \$4,000-5,000, depending on their proposal and needs. This funding was largely used to offset material costs of engagement activities, including PPE.

Participant Incentives were offered to people that participated in events and completed surveys. Incentives included gift cards for those contributing time (at \$25/ hour), meals at the Block Party and Posolada (estimated value at \$9 each), plus pumpkins, groceries, silkscreen prints, and raffles for bicycles, and other items.

The scope and scale of the engagement activities extended well beyond the support available from the City. MEPS relied on additional funding from foundations, grants, and in-kind contributions of time from staff and volunteers. However, the City's stipend program signaled a meaningful shift from conventional, more extractive, practice in public engagement and demonstrates value in the collaboration.

## MIDTOWN ENGAGEMENT PARTNERS

Throughout the Midtown Engagement Partners project, the collective partners have been committed to recognizing the unique expertise of all those involved. The Midtown Engagement Partners and Midtown Activation Partners represent local engagers, researchers, and advisors.

Through a series of one-on-one meetings with organizations and individuals who had been involved in the 2018 Midtown Campus Project, we identified challenges and opportunities related to reengaging with a City of Santa Fe-led Midtown process.

These conversations and the specific feedback gathered, encouraged a process toward creating agreements with community organizations.

These agreements outline how the community organizations:

- Serve the goals of the project via engagement activities
- Inform MAP grant process
- Collaborate with the DPAC Midtown team
- Be compensated for their time, expertise and perspective, and data gathering

## MIDTOWN ENGAGEMENT PARTNER ORGANIZATIONS

### Chainbreaker Collective

Chainbreaker is a membership led economic and environmental justice organization based in Santa Fe, NM. We have over 800 dues paying members, the bulk of whom are low-income people of color. We engage in base-building community organizing toward our mission, which is to expand access to affordable transportation and support economically and environmentally sustainable communities for low-income people of color in Santa Fe. We realize our mission on two fronts. The first is to expand viable alternatives to driving through bicycle recycling and advocating for policies that support public transportation. The second is to foster equity and sustainability in the built environment through policies that allocate resources to low-income neighborhoods of color, support centralized affordable housing, curtail displacement, and avoid sprawl.

Community Served: Chainbreaker has over 800 dues paying members, the bulk of whom are low-income people of color, and over 3,000 active supporters. The majority of our members are residents of the Hopewell/Mann neighborhood and other areas surrounding Midtown as well as the Airport Rd. corridor. Chainbreaker's members steer our work on all levels, providing organizational and campaign leadership. Canvassing is something we do ongoingly.

### Earth Care

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

Community Served: the organization's work is led by leadership committees composed of youth and parent leaders of color. The organization has 40 member leaders. The organization has over 1,500 members - youth, especially immigrant, Indigenous, low income and youth of color, public school students, parents and families, especially immigrant, low income and of color, community and school based educators, 1,200 member SF Mutual Aid Network, youth and elders leading climate justice work. Our projects and campaigns engage over 3,500 members of our community annually.

### Littleglobe

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

Community Served: Participants and audience: Santa Fe residents and those of surrounding Tribal and rural communities; Students and families of Santa Fe's lower income neighborhoods who are those often not included in the conversations about power and development in this town; constituents of key partner organizations.

### Santa Fe Art Institute

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

Community Served: In 2018, SFAI applied for and received a highly competitive National Endowment for the Arts Our Town grant, intended to connect the arts with community development and policy at Midtown. SFAI's work with the UNM DPAC/MEP team is based upon 3 years of cultural asset mapping and site activations that are geared

toward local and regional communities of color, local BIPOC and women artists, and neighborhoods adjacent to the Midtown property.

The Midtown Engagement Partners convene a series of regular meetings amongst contracted partners. We collaboratively develop engagement activities that meet the needs of the City of Santa Fe development process, while building accountability and community around the engagement process.

### YouthWorks

YouthWorks mission is to address the need in Northern New Mexico for programs for Opportunity Youth ages 14-24. YouthWorks delivers wrap-around services that feature alternative education- GED coursework, trades instruction and certifications, college readiness preparation. YouthWorks delivers education combined with job training programs and placement, and wraps all programs with life skills training, job coaching, counseling services, and intensive case management.

Community Served: The population served by YouthWorks are marginalized youth and young adults who are 94% very low-income, 74% Hispanic, 6% Native American, 16% White, 4% other, 64% male, 35% female and 1% other, 22% young parents, with 36% presenting as housing insecure (pre-COVID -19).

### MAP ROUND 2

As the Midtown Engagement Partners (MEPs) worked together, the engagement team increased the collaboration with more organizations to reach more communities. To that end, the MEPs co-created a grant process to support further engagement activities with additional organizations.

This grant process was called Midtown Activation Program (MAP). Together, DPAC and the MEPs drafted and finalized the MAP stipend application, selection criteria, and deliverable outcomes for comment and review.

The MAP plan was shared and adapted to respond to feedback from community organizations that represent and serve portions of the underrepresented community members. The following organizations responded to an open call for proposals and were added to the Midtown Engagement Partners in Round 2 (September 2021):

#### Fathers NM

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

Community Served: FNM served 63 families in the Santa Fe area during the 2021 fiscal year. FNM focuses on reaching young fathers, families living at or near the poverty line and those experiencing challenges.

#### Friends of the Santa Fe Public Library

The Friends of the Santa Fe Public Library advocates for and supports the public library by providing funding for programming, services, and materials that enrich our diverse community.

Community Served: The Friends serve anyone who uses the public library and supports the staff and operation at each branch. The organization currently has approximately 500 members and 130 active volunteers. The public library branches in Santa Fe serve 61,000 library card holders. The libraries receive financial support from the Friends to purchase up-to-date materials and equipment, and

provide programs for children, teens, and adults, and author presentations and lectures. Through membership dues, contributions, and proceeds from book sales, the Friends have raised over \$4,000,000 for the Santa Fe Public Library since 1974.

#### La Familia Medical Center

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

Community Served: La Familia Medical Center serves over 15,000 medically underserved patients per year through their medical, dental, and Healthcare for the Homeless clinics. 40% of our patients are uninsured, and over half are "best served in a language other than English." The vast majority of LFMC patients identify as Hispanic/Latinx, and 88% of patients live in 87507 and 87508 zip codes. La Familia Medical Center partners with many community-based organizations to increase health equity for disenfranchised populations in Santa Fe.

#### Santa Fe Indigenous Center

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

Community Served: The Center Serves Native Americans in Santa Fe County. The organization estimates that there are over 10,000 Native Americans living in Santa Fe. Including the surrounding Pueblos, there are over 150 tribes living in Santa Fe. Last year the organization distributed food to over 400 individuals and gave out emergency funding to 97 families for rent and utilities, representing at least 300 individuals. A community Health Assessment of our community showed that over 51% of Native Americans living in Santa Fe have Food Insecurity and over half of our population feel isolated and lonely. The Center has programming that addresses that feeling of Isolation with classes, dinners, Dancing and Lectures.



Video still courtesy of Lyra Mancini

## ENGAGEMENT ACTIVITIES

Organizations in Midtown Engagement Partnership reached their audiences and communities through a variety of ways (specific organizational methods). The group undertook two engagement actions, which leveraged the wide breadth of reach, expertise, and capacity of all those involved. The Midtown Block Party took place in October and the Posolada took place in December.

### Midtown Block Party, October 23, 2021

With over 1,000 attendees, the Midtown Block Party was the most visible engagement activity of the Midtown Engagement Partners. Hosted primarily by SFAI at the Midtown Visual Arts Center, this event had many arts, cultural, and family-friendly activities. Beyond the successful survey response, some highlights include:

### MIDTOWN BLOCK PARTY HIGHLIGHTS

MEALS SERVED	720
PUMPKINS GIVEN OUT	204
SCAVENGE HUNTERS	100
SCREENS PRINTED	80
VOLUNTEERS	52
PRIZES WON BY COMMUNITY MEMBERS	50
MURAL PAINTERS	37
COMMUNITY FILMMAKERS	31
BIKES GIVEN AWAY	10



### Posolada, December 19, 2021

This Chainbreaker wintertime tradition was adjusted to comply with the best COVID safety precautions and include many of the Midtown Engagement Partners. More than 500 people came to this event to enjoy posole and music, and take the Midtown Survey. Other highlights include:

### POSOLADA HIGHLIGHTS

BISCOCHITOS GIVEN AWAY	1000
"SANTA FE PROMISE" BAGS	500
POSOLE MEALS GIVEN AWAY	250
VOLUNTEERS	60
BAGS OF GROCERIES GIVEN AWAY	50
VACCINATIONS ADMINISTERED	40
KIDS' BIKES GIVEN AWAY	35



## COLLECTIVE RESEARCH PROCESS

### Surveys

A core group of MEPs developed survey questions, in collaboration with DPAC and City staff inputs. The final version was approved by all five Round 1 MEPs in a vote, which was supported by DPAC.

1. The survey included 23 total questions, 14 multiple choice and 7 open-ended, which were split into four sections:
2. Ideas about the future of Santa Fe Midtown
3. Sharing your values around development, framed by the 2015 SF Residents' Bill of Rights
4. Your vision—what do you hope to see and/or do at Midtown?
5. Information about you.

The Midtown Engagement Partners deliberated over the most appropriate questions that would solicit both quantitative and qualitative data collection about the future of Midtown. The MEPs were in favor of including a series of questions about the Santa Fe Residents' Bill of Rights, in order to generate considerations for development values supported by the community of Santa Fe and officialized through a governing body resolution in 2015. The demographic questions were chosen to be as similar as possible to the demographic questions from previous Midtown Campus Project engagement efforts by the City in 2018 to provide a comprehensive look at demographics across all current and past Midtown engagement efforts. The survey also included brief descriptions to explain why certain questions were being asked and the purpose for gathering the information.

Not all of the surveys included all sections (see table below), and data was still collected for partially completed surveys. Additionally, most multiple choice questions included an option to write in "other" or choose "prefer not to say".

MEPs and MAPs were free to add additional questions to the surveys they distributed to suit their own organization's needs and engagement goals. Personal information was collected separately and by individual organizations so that personal identifiers were not included in the data analysis.

Data was collected through both virtual and physical surveys, depending on the method of engagement. Virtual surveys were completed through Google Forms and shared with participants via a link or QR code. Paper surveys were used when suitable for the organization and during in-person Midtown events. Data from paper surveys were input onto an online Google Form (copied and adapted from the online survey) by DPAC Team, and volunteers from MEP organizations.

### Quantitative Data

Quantitative data from all surveys was compiled into a spreadsheet to count the amount of each response to a question. This included a multiple-option question, five multiple choice ranking questions, and the demographic questions. Additional numbers on reach of engagement were acquired through the reports of engagement activities from each MEP and MAP organization, which described communications and activities with which community members interacted and were given information and/or the survey regarding Midtown.

### Qualitative Data

For the qualitative data analysis, we used an ethnographic data analysis method called coding, which is a way of understanding the data through observing themes and patterns. Recognizing patterns and themes helped to create and prioritize recommendations reflective of the communities that were engaged over several months.

This process engaged the Midtown Engagement Partners as researchers to get varied perspectives on the results, a practice that recognizes multiple and different sources of expertise and brings individual experiences and perspectives to the data analysis process.

Once all of the survey data and Midtown Engagement partner reports were collected, the engagement team went through multiple rounds of thematic coding. The initial round of coding included:

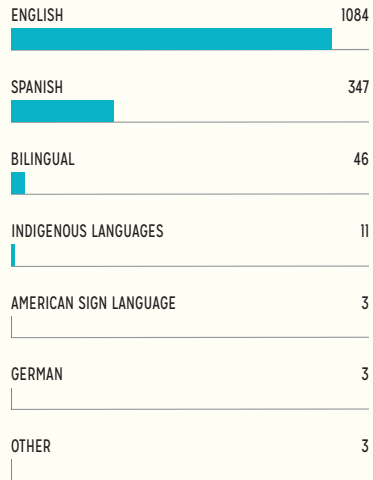
- Themes identified at a Midtown Engagement Partner retreat
- Pillars of the Residents' Bill of Rights
- DPAC Research Team identifying emergent themes
  - Including a Spanish Language Research Team
  - Including a Midtown Engagement Partners Team

After the initial round of coding, the recommendation topics identified were shared with the Midtown Engagement Partners and the City of Santa Fe. This process helped to identify priorities. Through an iterative reexamining of the sorted coded data, the engagement team drafted recommendations reflective of the communities survey input and the expertise of the Midtown Engagement Partners.

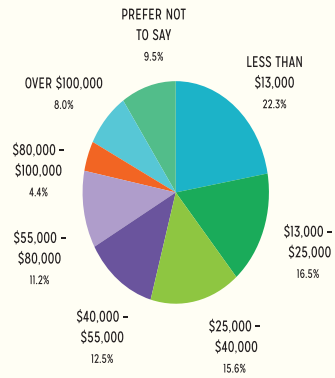
These drafted recommendations were then shared with the Midtown Engagement Partners and the City of Santa Fe for comment. This process helped to clarify the recommendations and to gather guidance, rationale, challenges, risks, and opportunities that helped to understand their feasibility and contextualize the recommendations, referred to as "guidance."

# PARTICIPATION FINDINGS

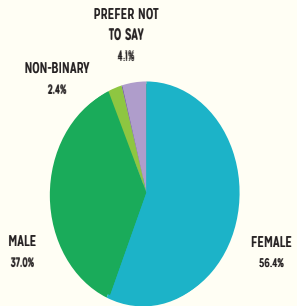
## WHAT IS YOUR PRIMARY LANGUAGE?



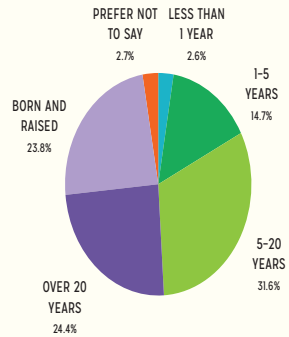
## WHAT IS YOUR ANNUAL INCOME?



## WHAT IS YOUR GENDER IDENTITY?



## HOW LONG HAVE YOU LIVED IN THE SANTA FE AREA?



## MY HOME IS A:

MOBILE HOME

9.9%

SRO/HOTEL

.1%

PUBLIC HOUSING

1.9%

APARTMENT

21.7%

SHELTER

2.9%

HOUSE

56.3%

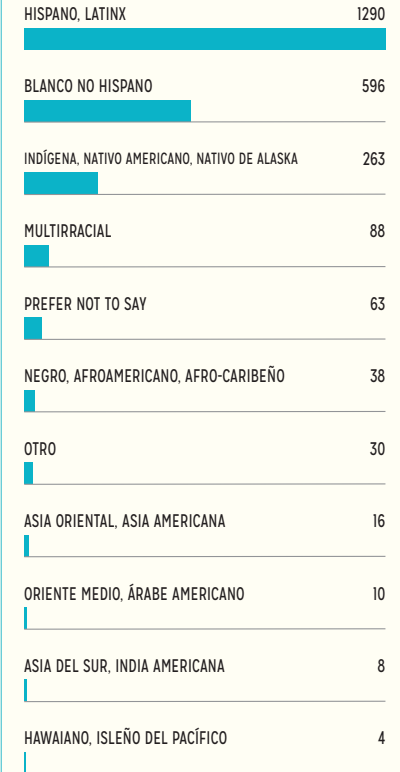
PREFER NOT TO SAY

2.5%

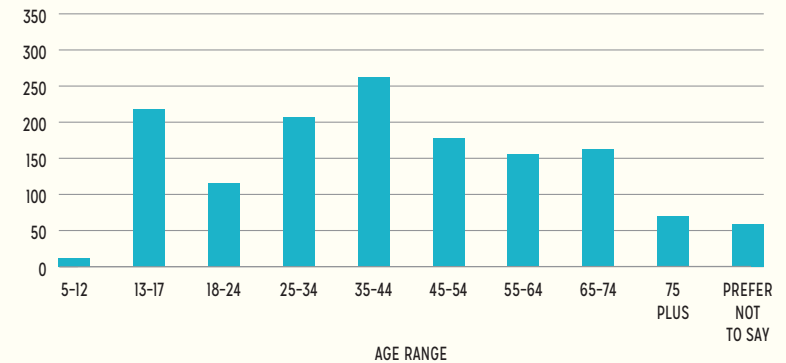
OTHER

1.9%

## WHAT IS YOUR RACE/ETHNICITY?



## WHAT IS YOUR AGE?





## CONCLUSION

The guidance presented in this report is a catalyst and call for action to many others— including the Santa Fe Governing Body, City staff, private sector and not-for-profit developers, designers, engineers, community organizations and other Santa Feans—to be creative and thoughtful to ensure that Midtown development advances community goals, while also meeting environmental and economic goals. Those interested in pursuing the recommended projects are encouraged to review the example Cases in Practice listed in the Appendix and do additional research to determine how to implement these ideas within and/or around the Midtown site.

City staff, City Councilors and community members are further encouraged to continue to leverage skills and develop capacity and relationships within city government and the Santa Fe community in order to ensure that all Santa Feans have access to processes and policies that will impact their lives. It is in this spirit that the Midtown Engagement Partners came together and will continue to pursue better choices and conditions for their neighbors.

# RESOURCES

**Culture Connects website:**

[www.cultureconnects.site](http://www.cultureconnects.site)

**City of SF Midtown District website:**

[www.Midtowndistrictsantafe.com](http://www.Midtowndistrictsantafe.com)

**SFAI's Block Party video**

[www.vimeo.com/686069263](http://www.vimeo.com/686069263)

**Land Acknowledgment, on Culture Connects:**

[www.cultureconnects.site/copy-of-history](http://www.cultureconnects.site/copy-of-history)

**Littlelobe's Block Party Video:**

[www.youtube/0cyda3gh8aA](http://www.youtube/0cyda3gh8aA)

**Design and illustration by:**

[www.yvetteserrano.com](http://www.yvetteserrano.com)



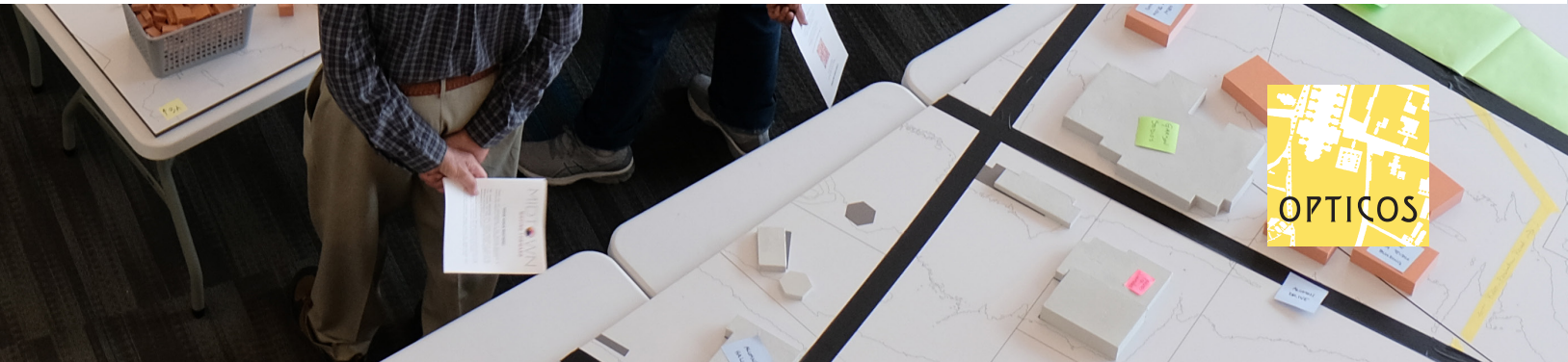
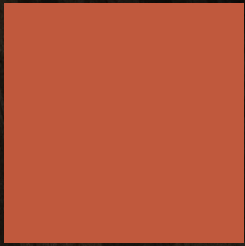


# Midtown Community Development Plan

City of Santa Fe

12/14/2022

MIDTOWN  
SANTA FE



**The Companion Plan to the  
Midtown Land Development Plan**

*Prepared For:*

**City of Santa Fe  
Planning and Land Use Division**

Santa Fe City Hall  
200 Lincoln Avenue, 1st Floor  
Santa Fe, New Mexico 87501

# What's Inside?

## Midtown Community Development Plan

### In this chapter

<b>Introduction</b>	<b>6</b>
<b>Midtown - A Sustainable Development</b>	<b>10</b>
<b>Environment - Land Development</b>	<b>11</b>
<b>Equity - Community Development</b>	<b>14</b>
<b>Economy - Economic Development</b>	<b>19</b>
<b>Culture - Land, People and Memory of Place</b>	<b>22</b>
<b>Disposition of City Property and Development of Land at Midtown</b>	<b>26</b>
<b>Phased Development Timeline</b>	<b>27</b>
<b>Appendix A</b>	<b>29</b>
<b>Appendix B</b>	<b>32</b>
<b>Appendix C</b>	<b>33</b>
<b>Addendum 1</b>	<b>35</b>
<b>Addendum 2</b>	<b>36</b>



# Community Development Plan



# Introduction



Image from the Library Session on 09.23.2021

## Midtown Community Development Plan

The **Midtown Community Development Plan** (“Community Plan”) represents the culmination of several years of planning with the public, city staff, and elected officials to develop policies for the implementation of this Community Plan’s counterpart, the **Midtown Master Plan**. These two companion plans establish the land uses (master plan for land development) and the public policy objectives (community development) for the Midtown Property, also referred to as the Midtown Site (“Midtown Site”), which is comprised of 10 parcels totaling 64.22 acres and improved with 33 buildings totaling approximately 500,000 square feet, located at 1600 St. Michaels Drive, Santa Fe, NM, 87505. Together, the two complimentary plans are called the Midtown Master Plan and Community Development Plan (Midtown Plans).

The Midtown Plans were created pursuant to the Governing Body’s guidance in Resolution 2022-12, the Midtown Moving Forward Resolution:

**A RESOLUTION ADOPTING NEXT STEPS FOR THE REUSE AND REDEVELOPMENT OF THE MIDTOWN PROPERTY INCLUDING APPLYING FOR LAND USE REZONING, GENERAL PLAN AMENDMENT, AND A MASTER PLAN; ADOPTING A COMMUNITY DEVELOPMENT PLAN; ISSUING CERTAIN REQUESTS FOR PROPOSALS; CONDUCTING CERTAIN STUDIES AND ASSESSMENTS; AND SEEKING THE ACQUISITION OF LAND LOCATED WITHIN OR ADJACENT TO THE MIDTOWN SITE.**

## Midtown Site Background

The Midtown Site has been used since the mid-1900s for public-related purposes, including a military hospital during World War II. After the war, the Christian Brothers acquired the previous hospital campus facilities to establish a college campus — St. Michael’s College, later the College of Santa Fe — which operated until 2009. The City, with a commitment to preserving the Site’s purpose as an educational institution, purchased the Site and leased it to a private, for-profit university called the Santa Fe University of Art and Design. The university ceased operations and full control of the Site reverted to the City on July 1, 2018.

## Guiding Principles Moving Forward

Recognizing the importance of the Midtown Site’s location in the geographic center of Santa Fe, the City immediately began developing plans for the Site with a shared goal that is memorialized in Resolution 2018-54, the Midtown Planning Guidelines:

### Goal

*Utilizing these guidelines, City Staff will continue to take a disciplined, professional approach to develop a phased plan for redevelopment of the Site. We would pursue a space that is beautifully designed; provide residents, especially young people and families, with opportunities to prosper, grow, and continue the tradition of multi-generational families in Santa Fe; encourages creativity*

*in all forms while promoting social equity, environmental sustainability and the special characteristics of Santa Fe's heritage and culture; and becomes a mixed use area that is a vibrant center at the geographic and demographic center of the City, serving to catalyze the redevelopment anticipated by the Midtown LINC.*

The Midtown Planning Guidelines also established four Guiding Principles that served as the foundation for the planning process since 2018:

**1. Sustainable Development**

*Adopt a “triple bottom line” approach to development that seeks to balance and improve social, environmental and economic impacts and benefits of developing the Site.*

The Midtown Plans are founded on the principles of equitable and sustainable development. To guide the development of the plans, staff applied three elements of sustainability – **Environment, Equity, and Economy**. Based on public feedback regarding the importance of culture, land, and history in Santa Fe, a fourth element was added – **Culture**. This Community Development Plan is organized to describe key public policies that work together to create a sustainable development at Midtown.

Santa Fe’s **USGBC LEED Gold City**<sup>1</sup> certification guided land use and master planning decisions in creating the Midtown Plans. The United States Green Building Council (USGBC): LEED Certification for Cities and Communities is an internationally recognized standard for Leadership in Energy and Environmental Design (LEED). The Master Plan focuses on achieving the **LEED Gold City: Compact and Complete Center (CCC)** credit, which is a critical next step in maintaining and updating the LEED Gold City certification. The Midtown Plans were also guided

by various credits within the **LEED Neighborhood Development** rating system.

The Midtown Plans focus on ways to reuse existing buildings as another way to reduce the carbon footprint of redeveloping the site. The Community Development Plan proposes cultural hubs for local community arts and culture and entertainment by connecting a series of public and civic spaces to the General Franklin E. Miles Park and surrounding neighborhoods for community programming, such as concerts, movies, pow wows, and picnic grounds. The development of a new city civic center on adjacent parcels to bring government services to the center of the city is another proposal. The Midtown Plans envision a network of public spaces designed to promote community cohesion and public activities in healthy environments.

The Midtown Plans address opportunities to connect to existing neighborhood serving retail and public resources to promote safe walking, biking, and social interaction in public spaces. For example, there are existing public and educational uses nearby the Midtown Site, including a public park (General Franklin E. Miles Park), a middle school (Milagro Middle School), a high school (Santa Fe High School), an elementary school (Nava Elementary School), and two libraries (Santa Fe Public Library - La Farge Branch and New Mexico State Library), which contribute to the critical public purposes at and around Midtown and further establish this area as a central location where many valuable public resources can be accessed.

**2. A City Center**

*Develop the Site with a variety of uses that make it inviting and affordable for residents of the city and region to live, work, play and learn. Integrate with and rejuvenate neighboring communities by seeking*

**FOOTNOTES**

*1. LEED for Cities and Communities helps local leaders create and operate responsible, sustainable, and specific plans for natural systems, energy, water, waste, transportation, and many other factors that contribute to quality of life—changing the way cities and communities are planned, developed, and operated to improve their overall sustainability and quality of life.*

*The LEED framework encompasses social, economic, and environmental performance indicators and strategies with a clear, data-driven means of benchmarking and communicating progress. The City of Santa Fe was certified as a LEED Gold City on May 14, 2020.*



Image from the public workshop on 09.24.2021 in HEC.

*to retain and strengthen unique characteristics and assets of those neighborhoods, minimize displacement and promote social equity and economic vitality.*

In addition to the public resources listed above, the Midtown Plans build on the strong mix of existing uses, public transit availability, density, and walkability. Creating and connecting to a mix of stores and other businesses that serve the community's daily needs was key to planning for a compact and complete center.

The Midtown Plans also call for the rehabilitation and reuse of certain existing buildings that hold memory for many people in Santa Fe and provide an opportunity for uses focused on community and economic development benefits. The buildings include the Visual Arts Center, Garson Performance Theater, Fogelson Library Complex, St. Michaels Hall, and the expansion of the Garson Studios. The reuse of these buildings is planned in the early phases of Midtown redevelopment to achieve the community and economic development objectives articulated in the Midtown Planning Guidelines and as further stated in this Community Development Plan.

### **3. Catalyze and Utilize Midtown LINC Overlay**

*These guidelines were developed based on research focused on the Site and immediate surrounding properties. However, achieving our community's preferred uses does not all have to occur on the Site. The property is located within the Midtown LINC; therefore, the subsequent phases can consider how the plans for the Site can spur owners of properties in the Midtown LINC corridor to redevelop their properties in ways advance the Principles and Uses described in these guidelines.*

Even though there were a variety of uses within the area of the Midtown Site, during the planning process, people the community, and particularly residents of adjacent neighborhoods, expressed safety concerns as walkers, bicyclists, and motorists. Higher speed, car-oriented streets impede safe connections between neighborhoods, public amenities, schools, nearby shopping corridors, public transit, and multimodal travel.

The Midtown Master Plan describes a strong framework for connecting these public amenities to and from the Midtown Site. The design of safe routes that promoted health and increased connectivity in Midtown was a priority in the master planning process. The public planning process created an opportunity for people to envision the Midtown Site within a larger context that included the entire Midtown LINC Overlay District, surrounding neighborhoods, and commercial corridors **(Midtown District)**.

### **4. Adaptable Infrastructure**

*Develop the physical and digital infrastructure so that it increases accessibility, improves current uses of the property, and supports the initial steps of development which will be part of a future Implementation phase. Additionally, design the infrastructure to remain flexible and responsive to later stages of development and to enable the achievement of any sustainable development goals and plans.*

The City assessed existing infrastructure to determine its capacity to support the site's redevelopment, including reuse of certain existing buildings. The City also ascertained where infrastructure may need to be relocated to create functional development parcels. This assessment lays the foundation for a phased approach to reusing existing infrastructure and enables integration with

green infrastructure by using streets and open spaces. Initial property disposition will focus on reusing buildings to generate community and economic development benefits, and on parcels to be developed with affordable and mixed-income/mixed-use housing. Although planning for necessary infrastructure improvements can happen immediately, building out the public infrastructure, particularly utility transmission and distribution lines, will occur in phases in conjunction with private investment to pay for secondary and tertiary streets and parcel development within individual development parcels.

### Highlights from Community Engagement

As the City of Santa Fe has grown over the last hundred years, the Historic Plaza District is located toward the northern area of the city, where it remains a frequently visited tourist destination. Midtown, in contrast, is located in the present geographic center of the city where many residents, both established and new to Santa Fe, live and work. Low-income communities living in nearby residential areas have expressed deep concern about displacement. These residents have expressed their desire for affordable housing and other neighborhood stabilization measures to be implemented, particularly as new development could trigger unintended consequences for land values and housing affordability.

During community engagement events, people expressed a strong preference for linking the Midtown Site to adjacent public spaces. People envisioned a Midtown Site, within a broader Midtown District, in which public spaces host and support community arts and culture representing the rich history of Santa Fe's people and land. Places, programs, and services in the center of the city should also be available to serve seniors, families with children, and young people. These types of activities are

critically important to stabilizing, nurturing, and retaining the rich heritage of the city and the community.

Housing affordability is directly linked to household income and jobs. Therefore, during the public engagement process, many residents expressed concern about their ability to access new jobs created at Midtown, especially jobs that would offer middle to high wages. Residents also expressed concerns about training and the availability of jobs with career pathways along with the need to retain a skilled workforce, as were questions about how Santa Feans would be able to learn about job opportunities as the film industry at Midtown expands. In addition, the public engagement process recognized arts and culture as a fundamental economic and community development activity. The Midtown Community Development Plan focuses on the expansion and stabilization of the arts and culture, entertainment, film, and multimedia businesses within the Midtown Site.

While these are only some of the top areas of concern expressed by Santa Fe residents, an overarching theme was to ensure that the Midtown Master Plan and the Community Development Plan work together and represent the public's desire for sustainable development at Midtown.

A goal of the Midtown Plans is to establish a framework that will inform future updates to plans for Santa Fe's development, resiliency, stabilization, and preservation.



*Image from the public workshop on 09.24.2021 in HEC.*

# Midtown - A Sustainable Development

The **Midtown Plans** are founded on four elements of sustainability – Economy, Equity, Environment, and Culture. As such, the Community Development Plan is organized by the following elements of Sustainability:

- **Environment** – Land Development
- **Equity** – Community Development
- **Economy** – Economic Development
- **Culture** – Land, People, and Memory of Place

Each element of sustainability within this Community Plan describes the following:

- Intent – a statement(s) regarding the overarching and affirmative approach toward achieving sustainability for each element,
- Methods for Implementation – the key plans, policies, or governance mechanisms used to implement the recommendations and requirements,
- Strategies requirements, priorities, and preferences for implementation:
  - Certain strategies are listed as Requirements, Priorities, and Preferences to be implemented in the Solicitations (also called “Request for Proposals” or “RFP”), Direct Negotiations, and/or Disposition Agreements process.



Image from the public workshop on 09.24.2021 in HEC.

# Environment - Land Development

## Acknowledge land & water, design for site regeneration & resilience, facilitate community health.

### Intent

- Acknowledge natural systems of land and water; design and implement stewardship practices for site regeneration and resiliency.
- Reduce energy consumption and pollution associated with motor vehicles by encouraging pedestrian, bicycle, and other non-vehicular travel and connections to public transit networks.
- Facilitate positive community health by creating safe pedestrian and bike paths designed for daily physical activity, such as walking and bicycling, throughout the site.
- Reuse existing buildings and cultural arts resources.
- Create a district center with a compact mix of land uses including housing, open space, commercial uses, multi-modal circulation networks, and height and density patterns that refer to and complement the unique character of Santa Fe.
- Incorporate multi-purpose open spaces throughout the site for public programming, green infrastructure, and open spaces that promote community gathering, environmental health, and physical movement.
- Redevelop infill sites that tap into and improve infrastructure within the city to reduce pressures of sprawl on natural undeveloped spaces and resources.
- Adopt infrastructure and green building practices that reduce energy consumption and promote renewable clean energy sources.
- Implement best building practices intended to reduce greenhouse gas impacts, save energy and water, and improve indoor air quality.
- Regenerate natural soils, topography, and other environmental site characteristics.

### Methods of Implementation

- Building Rehabilitation and Adaptive Reuse.
- Solicitations and Direct Negotiations for Land, Building, and Infrastructure Development.



Image from the walking tour on 07.21.2021.

## FOOTNOTES

2. *Safe Routes to School (SRTS), a Federal Department of Transportation program, promotes walking and bicycling to school through infrastructure improvements, enforcement, tools, safety education, and incentives to encourage walking and bicycling to school. Safe Routes to School programs aim to make it safer for students to walk and bike to school and encourage more walking and biking where safety is not a barrier. Community members, public health, planning and transportation professionals, and school communities have roles to play to change norms in how we move around our communities and make it appealing and safe for students to walk, bike or roll to school. Underserved communities traditionally lacking in transportation investments deserve priority as they do not have access to safe, comfortable roads for walking, biking, or rolling. They are also overrepresented in pedestrian and bicyclist injuries. The National Center for Safe Routes to Schools developed resources, provided technical assistance, and conducted marketing and program evaluation for the Federal Safe Routes to School program.*

## Strategies

### Green Infrastructure

1. Create open spaces that deliver multiple benefits, including, but not limited to, (i) water management; (ii) programmable open space for active and passive recreation that connect people to nature; (iii) creation of a more resilient Santa Fe by using planted areas and tree canopies to reduce urban heat island effect.

### Street and Block Networks

1. Use existing road networks and facilitate the construction of new streets and safe routes to connect people to/from the Midtown Site.
2. Design new streets and safe routes with a focus toward pedestrian and bicycle safety, health, comfort, and convenience for walking, biking, and other means of mobility.
3. Design street and traffic patterns that accommodate multi-modal forms of transportation and connect to nearby transit systems to create lower-carbon mobility choices.
4. Facilitate new commercial development that includes Preferences for reduced driving and parking demand.

### Open Space and District-Wide Connectivity

1. Connect to adjacent commercial corridors with safe pedestrian and bicycle routes, and access for slow-moving automobile travel.
2. Establish safe pedestrian and bicycle routes to/from existing public resources, i.e., Safe Routes to Schools<sup>2</sup>, including Nava Elementary School, Santa Fe High School, Milagro Middle School, NM Highland University Center, and General Franklin E. Miles Park, as well as adjacent City-owned parcels.

3. Create a central plaza that is connected to street networks and routes for public gathering and programming, including cultural events, with a focus on community arts, entertainment, and education.

### Environmental Design

1. Promote sustainable development by complying with certain USGBC LEED: ND credits in the Midtown Master Plan.
2. Identify the LEED: ND credits that the City will commit to pursuing for implementation. See **Appendix A: LEED Neighborhood Development**; and include these certain LEED: ND credit as Requirements, Priorities, and/or Preferences in Solicitations, Direct Negotiations, and Disposition Agreements to which developers are to adhere. See **Appendix A: LEED Neighborhood Development**.
3. Solicitations for the development of affordable housing shall have a High Priority for projects that use the Enterprise Green Communities program. See **Appendix B: Enterprise Green Communities**.
4. All new residential construction will be required to comply with the Santa Fe Residential Green Building Code.

### Energy and Water Use Reduction

Incorporate LEED: ND: Green Infrastructure and Buildings (GIB) credits that address energy and water performance into Solicitations, Direct Negotiations, and Disposition Agreements for new development. See **Appendix A: LEED Neighborhood Development**.

### Land Uses - Mixed Use District

Issue Solicitations and enter into Direct Negotiations that have Preferences for development projects that include community benefits of the allowed uses under C-2 zoning specific to Midtown, as outlined in Chapter 6 in the Master Plan.

### Existing Buildings

1. Redevelop and adaptively reuse certain buildings with a priority for economic and community development purposes. See **Appendix C: Existing Buildings**.
2. Temporarily use buildings, as may be needed. See **Appendix C: Existing Buildings**.
3. Demolish buildings as part of the City's horizontal development process and based on one or more of the following criteria. See **Appendix C: Existing Buildings**:
  - a. Structure has little to no reuse potential
  - b. Structure is in extremely poor condition making it financially infeasible to redevelop
  - c. Structure is slated for demolition to clear area for horizontal development, including, but not limited to, the implementation of street networks and main line infrastructure; open space water management system; and parcelization for development.

### Visitability and Universal Design

1. Require new development to comply with the LEED: ND credit - Visitability and Universal Design to increase the proportion of areas usable by a wide spectrum of people, regardless of age and ability. See **Appendix A: LEED Neighborhood Development**.



Image from the public workshop on 09.24.2021 in HEC.

# Equity - Community Development



Image from the Library Session on 09.23.2021

## Promote, support, and facilitate community health, stability & well-being.

### Intent

- Create an active center of Santa Fe that is an inclusive, safe, friendly, family- and youth-focused place for residents and visitors.
- Ensure the long-term affordability of affordable housing units for low- and moderate-income families and individuals.
- Promote housing tenure that adds to the overall housing choices in Santa Fe, including, ownership, rental, land trust, co-housing, and other tenure models in response to local housing needs.
- Strengthen, incentivize, and increase the capacity of non-profit and community organizations to develop affordable housing that focuses on community stabilization of adjacent neighborhoods.
- Increase the capacity of local non-profit enterprises to lead housing and community development projects and increase an understanding of community housing needs in the planning, design, and operations of residential developments.
- Plan for mitigating the unintended negative consequences of new development and facilitate positive outcomes for existing communities.

### Methods of Implementation

- Solicitations, Direct Negotiations, and Disposition Agreements, or as otherwise provided by law, for Residential and Mixed-Use Development
- Affordable Housing Financing Terms and Development Incentives (fee waivers, etc.)
- Santa Fe Homes Program and Low-Priced Dwelling Units (inclusionary housing requirements)

## Strategies

### Housing Affordability

1. Price a minimum of 30%<sup>3</sup> of the homes developed within the Midtown Master Plan area as affordable for low- and moderate-income households, protected by deed restrictions or covenants for a fixed affordability period of not less than 30 years<sup>4</sup>.
2. Determine housing affordability levels using Area Median Income (AMI) data updated annually by the U.S. Department of Housing and Urban Development (HUD).
  - a. Apply standard practices to establish if housing costs are affordable based on household income and size, and in relation to the median income within the household’s geographic area. Determine housing affordability by calculating if a household is paying 30% or less of its income on housing costs. Otherwise, a household paying more than 30% of its income on housing costs has a housing cost burden.
3. Dedicate four sites as 100 percent affordable homes, using such tools as low-income housing tax credits, construction and operating subsidies, and other incentives, with long-term affordability controls through financing terms, land trusts, or other deed restrictions.
4. Focus homes developed on the 100% affordable housing parcels to housing affordability for households earning below 65% of AMI for rental homes and 80% to 100% for homeownership.

### FOOTNOTES

3. *Estimated maximum Midtown Homes: 1,100 units*

4 *Dedicated Parcels for 100% Affordable Housing Development:*

*Townhouse - Rental: 45 units*

*Townhouse – Ownership: 45 units*

*Townhouse – Land Trust/ Ownership: 45 units*

*Multi-Family – Rental: 60 units*

*TOTAL 100% Development Projects (estimated): 195 units*

*Market Rate Home Production: 905 units, of which:*

*135 are priced affordably according to the City’s inclusionary housing regulation (approximately 15%-18% of total market rate development)*

*770 are priced at market rates*

#### **Summary:**

*770 Market Rate*

*135 Inclusionary Housing*

*195 Affordable Housing on Dedicated Parcels*

**1,100 total units**

**Total Affordable Units = 135 + 195 = 330 units; or approximately 30% of total housing produced.**

4. *Using the maximum number of units that could be produced at the Midtown Site, the following calculations are estimates only for purposes of land planning studies.*



Image from the public engagement event on 07.21.2021.

5. Apply the City's inclusionary zoning regulations (SFCC 1987, Section 26-1, 26-2), specifically the Santa Fe Homes Program (SFCC 1987, Section 26-1) and Low-Priced Dwelling Units (SFCC 1987, Section 26-2). For the inclusionary program to create and preserve mixed-income communities, long-term restrictions are vital for lasting impact.

a. Include requirements, high priorities, and preferences in Solicitations, Direct Negotiations, and/or Disposition Agreements for mixed-use and residential development, as follows:

- i. For inclusionary homeownership units, include affordability controls or deed restrictions that impose resale restrictions and never expire.
- ii. For rental units, long term affordability controls and restrictions, including affordability models, such as shared equity models, land trust structures, or other forms of long-term community control or participation.

b. The City may impose additional disposition requirements over and above those required by the inclusionary zoning regulations to achieve other community benefits. The developer's fee contributions may be allocated in the Master Plan Area as a High Priority or within the Midtown LINC zoning area as a Preference. A developer's approved alternate means of compliance shall not reduce the thirty-percent (30%) minimum affordable housing requirement of this Community Plan.

6. Require respondents to Solicitations for the development of parcels dedicated for 100% affordable housing to meet the State of NM Affordable Housing Act criteria as "Qualified Grantees", including community land trusts, to maximize long-term affordability terms,

deepen affordability and ensure high-quality property management.

a. Leverage the value of the land to maximize affordability and to ensure that developers have access to competitive and limited financial resources and subsidies. In other words, the Developer who proposes the deepest affordability, the longest period of affordability, and/or the greatest number of households served, will get the greatest discount on the price of land.

b. Ensure access to all regular incentives under City code, such as water bank credits, development/permitting fee waivers and reductions, and reduced utility expansion charges.

7. Issue Solicitations for mixed-use and residential development that facilitate the development of various housing types and sizes and demonstrate that they meet the housing needs of Santa Feans based on market studies and community data.

8. Issue Solicitations for the development of affordable housing on certain parcels to address different interests and needs in property, including ownership, rental, land trust, and co-housing.

9. If possible, provide an option for the property to remain price-restricted after any applicable affordability period has expired, as deemed necessary to best serve the public interest.

10. Require Solicitations and Direct Negotiations for residential and mixed-use development to include a preference for leases and sales of units to households that live and/or work in Santa Fe County.

### Housing Vouchers and Fair Housing

Rental housing vouchers, or rental assistance programs, increase the opportunity for low-income households to find housing in the private market. Such programs fill the gap between what families can afford to pay and the prevailing rents in the local market. In practice, however, voucher holders find that their housing opportunities can be limited. As such Solicitations, Direct Negotiations, and Disposition Agreements will include text that:

1. Prohibits property owners and property management entities of residential units from discriminating regarding:
  - a. use of vouchers and/or source of income;
  - b. race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, disability and other protected groups identified in the City's code or charter, in addition to the State of New Mexico's Human Rights Act, NMSA 1978, sec. 28-1-7, or federal fair housing law.

### Strengthening Local Development Capacity

1. Facilitate the participation of for-profit Local Business Enterprises (LBE) and non-profit Community-Based Organizations (CBO) with a mission to develop affordable housing for moderate and low-income households, such as a Community Housing Development Organization (CHDO) to participate in Solicitations and Direct Negotiations for residential and mixed-use development. Said participation may include joint ventures or other partnership structures that ensure meaningful participation in development, construction, ownership, and/or management in ways that achieve the City's intent for strengthening LBE, and CBO enterprises in housing and community development.
- 2.



Image from the public workshop on 09.24.2021 in HEC.

## FOOTNOTES

5. The *Beyond Recovery* report is available on the PolicyLink website. PolicyLink is a national research and action institute advancing racial and economic equity.



Image from the public engagement event on 07.21.2021.

## Neighborhood Stabilization

1. Convene and work with local community organization(s) to develop and support a scope of work for an RFP to create a Neighborhood Stabilization Plan for the surrounding neighborhoods of the Midtown Site that may be vulnerable to displacement.
2. Issue an RFP that includes the following scope of work, at a minimum:
  - a. Evaluating existing, and proposing new, programs, policies, funding, and other tools that can be used to facilitate the positive opportunities of development in the area, and mitigate the negative elements of redevelopment, while actively supporting neighborhood and community stabilization.
  - b. Structuring and facilitating an equitable partnership between a professional planning team and local community organizations to create an inclusive, creative, and welcoming planning processes. These efforts will prioritize communities that have been under-represented in planning and public policy making, including youth and families, Spanish-speaking populations, indigenous and people of color, low-income residents, and people living in surrounding areas of Midtown.
  - c. Structuring and facilitating an iterative and collaborative process with City staff to analyze the

viability, legality, economic impact, and advantages/disadvantages of various policy issues, including:

- i. Establishing a “Development without Displacement Overlay District” in the Hopewell Mann neighborhood and other neighborhoods. This concept was discussed in a written report called, “Beyond Recovery: Policy Recommendations to Prevent Evictions and Promote Housing Security in Santa Fe”, which was developed through a collaboration between PolicyLink, Chainbreaker Collective, and Homes for All<sup>5</sup>.
  - ii. Designating a Metropolitan Redevelopment Area (MRA) for the Hopewell Mann neighborhood.
3. Prohibit the ability to use property for short term rentals via reversionary interest, covenant, or deed restriction within the Midtown Site.

# Economy - Economic Development

**Create opportunity, stabilize communities, promote community & economic development.**

## Intent

- To increase industry and job development that are unique to, exist in, or are burgeoning in Santa Fe, particularly those jobs related to technology, design, film production, entertainment, and community arts and culture.
- Facilitate the development and co-location of related industries in technology, multimedia, and design.
- Establish a clear network of job training and career education opportunities that is accessible to the local workforce.
- Promote job creation and job placement that increases local community economic health and opportunities for wealth-building and economic stability for households with lower incomes.
- Increase access to jobs and job opportunities, along with access to supportive services (early childhood, senior, and after school/summer programs) so that parents and guardians with children can secure jobs.
- Establish a strong and sustainable film production crew workforce in Santa Fe to decrease the reliance on an imported skilled labor force.

## Methods of Implementation

- Solicitations, Direct Negotiations, and Disposition Agreements for Commercial and Mixed-Use Development
- Local Economic Development Act
- Metropolitan Redevelopment Act Designation

*Image from the public workshop on 09.24.2021 in HEC.*





Image from the public engagement event on 07.21.2021.

## Strategies

### Job Creation

1. Focus disposition for commercial development on industries that establish a creative technology, entertainment, arts, and culture center in Santa Fe, including:
  - Film and Multi-media
  - Technology
  - Community Arts & Culture (including food)
  - Entertainment
  - Entrepreneurialism
  - Locally owned small businesses
2. Require disposition offerors to provide an estimate of existing and new jobs they will create and a projection of jobs available for residents, as part of the criteria and evaluation process.
3. Facilitate the development and placement of small and local businesses on the Midtown Site.

### Job Training & Career Education

1. Issue an RFP for the film studio and lot expansion that includes a Preference for job training and career education program in pre-production, production, and post-production.
2. Prefer disposition offers for large scale commercial development that include job training and career development of the local workforce.

### Job Access

1. Incorporate a clause in all agreements with commercial enterprises at Midtown that includes a Requirement for them to post job opportunities in a City designated location.
2. Utilize one or more Solicitation or Direct Negotiation for ground level commercial uses with services that

facilitate the ability for the local workforce to secure jobs, including early childhood, senior, and after school/summer programs, with a focus on access to services for low- and moderate- income households.

### Economic Development

1. Facilitate the use of redevelopment initiatives for the implementation of the Midtown Plans, including the federal Opportunity Zone Program, state Metropolitan Redevelopment Act, Local Economic Development Act (LEDA), and other applicable programs.
2. Advance legislation to create a Metropolitan Redevelopment Area (MRA) that includes the Midtown LINC Overlay District and areas within the Opportunity Zone. See the **Equity: Neighborhood Stabilization** element regarding an analysis of a potential MRA within the Opportunity Zone.
3. Prioritize resources from the Office of Economic Development to facilitate business location and development in the Midtown District.

### Entrepreneurialism

1. Utilize one or more Solicitations or Direct Negotiations that support the availability of maker spaces, community workspace, job skills and business development training centers, and other resources to promote local business in Midtown.
2. Investigate the opportunity to work closely with the UNM Anderson School of Management to establish an entrepreneurial, social benefit and innovation center at the Fogelson Library.
3. Implement the LEED: ND: Local Food Production credit as an allowable use in certain open public spaces and as a Preference in private development parcels to promote the environmental and economic benefits of community-based food production and improve

nutrition through better access to fresh produce. See **Appendix A: LEED – Neighborhood Development.**

### Live & Work

Issue at least one Solicitation for the development of Live/Work units. Live work units allow people to work from home or create new businesses in small commercial spaces. Live/work units often benefit low and moderate-income households by offsetting rental expenses with business income or reducing childcare costs while working from home.

### Community Resources

Establish Preferences in certain dispositions for development that create community resources in mixed-use and commercial buildings. These community resources will focus on providing affordable programs so that people can more easily access job opportunities, without which oftentimes make it difficult to balance household and employment needs. Some priority programs include the following: early childhood education center; senior center; health center; after school center; and shared learning labs/work spaces.



Top. Image from the public workshop on 09.24.2021 in HEC.

Bottom. Image from the public engagement event on 07.21.2021.

# Culture - Land, People and Memory of Place

**Promote arts & culture, facilitate community planning, support district programming, acknowledge land & people.**

## Intent

- Program, manage, and activate public spaces and community uses that facilitate human interaction, empathy and trust, and enable individuals to feel valued and empowered to make positive change and enhance community health.
- Program, manage, and activate public spaces and community uses that engage people of all ages and abilities across a wide range of interests, skills, and cultures.
- Facilitate the memory of place and promote the previous uses that resonate with local Santa Fe communities.
- Stabilize and prevent the displacement of local community arts and culture organizations important to the past, present, and future of Santa Fe.
- Include community participation in planning, programming, and stewardship of the Midtown Site, including fiduciary and financial oversight.
- Create and program Midtown on the principles of community arts and culture placemaking that acknowledges and builds on the land's historic uses.

## Methods of Implementation

- Solicitations and Direct Negotiations for Arts and Culture Commercial Development; Community Programming and Planning
- Metropolitan Redevelopment Act
- Art in Public Places

*Image from the walking tour on 07.21.2021.*



## Strategies

### Arts, Technology & Innovation

Issue an RFP for the reuse of the existing Visual Arts Center as an innovation hub for the arts, design, and technology. The RFP will prioritize proposals and operating budgets that will not require operating subsidies from the City.

### Arts & Culture Placemaking and Placekeeping

1. Relocate existing outdoor sculptures on the Midtown Site in open spaces throughout the Site as may be necessary to accommodate streets, infrastructure, and development parcels.
2. Include a criteria in Solicitations for commercial development to include public art with local artists.
3. Include a criteria for film and multimedia proposals that reuse the existing movie theater in the Garson Studio complex, formerly known as “The Screen”, with community programming.

### Public Space – Programming and Uses

1. Issue an RFP to identify and procure services to convene communities in planning and programming for the Midtown Site in collaboration with the City. (Note: the City may identify the services through a combined RFP with the Solicitation for the reuse of the Visual Arts Center). Public Space programming shall promote local community arts and culture using a variety of mediums that attract a wide audience, including families and youth, Spanish-speaking and indigenous people, and low-income households.
2. Program open space, including green infrastructure, for passive and active uses that promote community health.

3. Provide and allow open spaces for healthy food production and community gardens with Midtown residents.

### Preserve and Enhance Memory of Place

1. As described in prior strategies, the City will redevelop and adaptively reusing certain existing buildings that hold history and memory for many people, as follows:
  - Visual Arts Center – a future arts, culture, design, and technology hub.
  - Fogelson Library Complex – a state of the art public library and creative center.
  - Greer Garson Performing Arts Center – a thriving performing art venue modeled on public theaters to attract a wide spectrum of audiences and performers.
  - Garson Studio and Lot – expansion of film and multimedia production, including pre- and post-production, with a preference for projects that integrate a film school, and the reuse of the existing movie theater for some public programs or festivals.

### Governance and Planning

1. Pursue legislation designating the Midtown Site and surrounding non-residential areas of the Midtown LINC and Opportunity Zone as a Midtown Redevelopment Area (MRA).
2. Pursue legislation updating the City’s code to establish an entrepreneurial Metropolitan Redevelopment Authority (Redevelopment Authority) consistent with Midtown Site development objectives.
3. If an MRA is established, appoint an MRA Commission (MRA Commission) with oversight responsibilities regarding the fiduciary and financial management and development of publicly owned real estate assets, to the extent permitted by law. If established, the MRA Commission shall include expertise in public/private

partnership real estate development, community, and economic development relevant to the MRA, and city planning and policy making in fields such as sustainability, equity, arts and culture, and historic preservation.

4. If the MRA is established, to the greatest extent possible, seek appointees to the MRA Commission who are (a) low-income; (b) residents of a low-income neighborhood; (c) representatives of a low-income community; and/or (d) demographically represent communities residing within or adjacent to the MRA.

#### **Community Outreach and Involvement**

1. Disposition Agreement terms for development shall include a Requirement for compliance with the LEED: ND credit: Community Outreach and Involvement to be responsiveness to community needs, to the greatest extent possible, by involving the people who live or work in the community in project design and planning and in decisions about how the project programming might be improved or changed over time. See **Appendix A: LEED: Neighborhood Development.**



*Image from the walking tour on 07.21.2021.*

# Disposition of City Property and Development of Land at Midtown

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

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

Selected offerors must demonstrate excellence in the following areas:

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

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

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

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

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

# Phased Development Timeline

## Phase 1 Renovation:

- Fogelson Library Complex- As an asset that will be retained by the City, the renovation process will begin with a building assessment to evaluate the reuses and renovation of the building, along with partners who can help achieve the Modern Public Library vision. Renovations will most likely be phased as financing is available and secured.

## Phase 1A Disposition of the following projects via RFP:

- Visual Arts Center
- Performing Arts Center
- Film, TV, and Multi-Media Production Lot

## Phase 1B Disposition of the following projects via RFP:

- Affordable Housing – Multi-Family / Rental
- Midtown Parcels Adjacent to Privately-Owned Parcels

## Phase 1C Disposition of the following projects via RFP:

- Multi-Family Residential Mixed-Use
- Affordable Housing: Land Trust / Home Ownership
- St Michaels Hall

## Phase 1D Disposition of the following projects via RFP:

- Mixed-Use Plaza Parcels
- Residential – Condominium/ Rental
- Affordable Housing – Townhouse / Rental

## Phase 2A Disposition of the following projects via RFP:

- Commercial and Mixed-Use Parcels (potential large-scale/ multi-parcel dispositions)
- Affordable Housing – Townhouse / Ownership
- Residential – Condominium/ Ownership

## Phase 2B Disposition of the following projects via RFP:

- Commercial and Mixed-Use Parcels (potential large-scale/ multi-parcel dispositions)
- Live/Work Units

### **Building Renovations and Parcel Dispositions at Midtown**

The timing for the release of dispositions depends on various factors, such as, the availability of financing to develop the proposed projects, and the ability of the City to secure financing for the construction of infrastructure to support parcel development. Early disposition and development phases will tap into existing main lines to commence redevelopment at Midtown.

### **Site Preparation / Demolition:**

The Midtown Site requires parcel subdivisions to create the lots necessary for development. The Midtown Master Plan provides the framework for block, parcel, and street patterns to create a cohesive mixed-use district. To create the Midtown Master Plan infrastructure and development framework, certain buildings should be rehabilitated and adaptively reused, and others are appropriate for temporary use and demolition. The buildings were evaluated, and the buildings that do not have an identified long-term reuse or are in very poor condition shall be demolished, to ensure safety and security at the Midtown Site.

Public engagement informed the list of Midtown Existing Buildings for adaptive reuse were identified during the public engagement process these are slated for disposition and adaptive reuse in early Phases of redevelopment at Midtown, as listed above. See

**Appendix C: Midtown Existing Buildings.**

# Appendix A

## United States Green Building Council (USGBC) Leadership in Environmental and Energy Design: Neighborhood Development (LEED: ND)

### USGBC LEED: Neighborhood Development

Developed by the U.S. Green Building Council, LEED is a framework for identifying, implementing, and measuring green building and neighborhood design, construction, operations, and maintenance. LEED is a voluntary, market-driven, consensus-based tool that serves as a guideline and assessment mechanism. LEED rating systems address commercial, institutional, and residential buildings and neighborhood developments.

LEED seeks to optimize the use of natural resources, promote regenerative and restorative strategies, maximize the positive and minimize the negative environmental and human health consequences of the construction industry, and provide high-quality indoor environments for building occupants. LEED emphasizes integrative design, integration of existing technology, and state-of-the-art strategies to advance expertise in green building and transform professional practice. The technical basis for LEED strikes a balance between requiring today's best practices and encouraging leadership strategies. LEED sets a challenging yet achievable set of benchmarks that define green building for interior spaces, entire structures, and whole neighborhoods.

LEED for Neighborhood Development (LEED ND) was engineered to inspire and help create better more sustainable, well-connected neighborhoods. It looks beyond the scale of buildings to consider entire communities. USGBC.

### Midtown Plans

The Midtown Master Plan was guided by the USGBC LEED: ND (version 4) program<sup>6</sup>, particularly under the following categories: **Site Location and Linkage and Neighborhood Pattern and Design**. In addition, the **Green Infrastructure and Buildings** category was used when planning the infrastructure, particularly the green infrastructure, streets, and open space networks.

This Midtown Community Development Plan provides additional environmental and energy design guidance as development occurs at the Midtown Site. Disposition Agreements for new development will include Requirements to be implemented, as well as Preferences and High Priorities with associated points. Maximum points may be earned for projects that qualify for Certified LEED Buildings. Local codes, ordinances, and regulations that are more restrictive or exceed LEED credits parameters shall apply.

### FOOTNOTES

*6. Note: LEED certification programs may be updated or revised by the USGBC in the future. The Midtown Plans referred to LEED: ND version 4 July 2, 2018. The most recent version of LEED: ND will be applied as updates or revisions are made by the USGBC.*

## Requirements for New Development

### Neighborhood Pattern and Design

- Visitability and Universal Design
- Community Outreach and Involvement

### Green Infrastructure and Buildings

- Certified Green Building (To achieve the LEED-ND Certified Building prerequisite, the City will issue one or more Green and Healthy Building Innovations RFP to ensure the design, construction, or retrofit of one whole building within the project to be certified through a LEED rating system)
- Construction Activity Pollution Prevention
- Light Pollution Reduction

#### Energy Performance

- Minimum Building Energy Performance
- Renewal Energy Production

#### Water Performance

- GIB: Indoor Water Use Reduction (prerequisite)
- GIB: Indoor Water Use Reduction (credit)
- GIB: Outdoor Water Use Reduction

## High Priorities for New Development

- Certified Buildings
- Commercial Development: LEED or other green building rating program
- Residential Development: Enterprise Green Communities or other green building rating program for homes
- Rainwater Management
- Heat Island Reduction

### Preferences for New Development

#### Site Location and Linkage

- Bicycle Facilities

#### Neighborhood Pattern and Design

- Transportation Demand Management
- Local Food Production

#### Green Infrastructure and Buildings

- Optimize Building Energy Performance

## Midtown Plans

The checklist in this Appendix A identifies the credits that informed the Midtown Plans. In addition certain credits will be listed as Requirements (R), Preferences (P), and High Priorities (HP) in Solicitations, Direct Negotiations, and Disposition Agreements for new development.



# Appendix B

## **Enterprise Green Communities Program**

# Appendix C

## Midtown Existing Buildings

This Midtown Existing Buildings list is subject to change at the City’s sole discretion.

Permanent Rehab & Reuse (keep in site plan)
<b>Administration Building (Health &amp; Safety Management)</b>
<b>Library Complex</b>
Fogelson Library (Library Complex)
Library SW Annex (Library Complex)
Fine Arts Gallery (part of SW Annex)
Forum (Library Complex)
IT Center (Library Complex)
<b>Visual Arts Center</b>
Marion Center for Photography (Visual Arts Center)
SF Art Institute (Visual Arts Center)
Tipton Hall (Visual Arts Center)
Tishman Hall (Visual Arts Center)
Thaw Art History Center (part of Tishman)
Barracks (included in arts center RFP)
<b>Greer Garson Lot Expansion</b>
Garson Communication Center (Studio Complex)
Garson Film School (Studio Complex)
Garson Movie Screen (Studio Complex)
Included in Studio Expansion RFP

Permanent Rehab & Reuse (keep in site plan)
Benildus Hall (included in studio complex RFP)
Reuse viability to be determined within disposition process with selected developer/operator
Alumni Hall
Workshop Structure
Driscoll Fitness Center
Onate Hall
<b>Greer Garson Performance Theater</b>
<b>St Michael Hall - Dormitories (issue RFEI to determine reuse viability or new development parcel)</b>
St Michael Cafeteria

Short Term-use/ Demolition (1-2 Years approximate)
<b>King Hall</b>
<b>Mouton Hall</b>
<b>Security Building</b>
<b>Health Center</b>
<b>Student Housing</b>
Apartments C
Apartments D

Demolition/ No Reuse Potential
<b>Entry Station</b>
<b>Luke Hall</b>
<b>The Den</b>
<b>Modular Trailers</b>
<b>Kennedy Hall</b>
<b>Alexis Hall</b>
<b>La Salle Hall</b>
<b>Student Housing</b>
Apartments A
Apartments B

# Addendum 1

## **Midtown Planning Guidelines**

# Addendum 2

## **Midtown Engagement Report**

**CITY OF SANTA FE, NEW MEXICO**  
**PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2022-\_\_**  
**(Midtown Community Plan)**

---

**Members of the Governing Body:**

**I propose the following amendment(s) to Exhibit D of the Midtown Development Plan Resolution No. 2022-\_\_:**

**This amendment does \_\_ Does not X change the caption.**

1. In Appendix C, under the list labeled "Permanent Rehab & Reuse (keep in site plan)", *insert* an asterisk after the names of the following buildings, as follows:
  - Alumni Hall\*
  - Barracks (included in arts center RFP)\*
  - Workshop Structure\*
  - Driscoll Fitness Center\*
  - St. Michael Hall – Dormitories (issue RFEI to RFEI to determine reuse viability or new development parcel)\*
  - St. Michael Cafeteria\*
  - Onate Hall\*

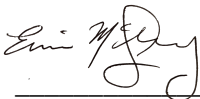
*Insert* on bottom of page 33 "An asterisk after a building name means that, although the building is included within the Permanent Rehab & Reuse list, the feasibility of its permanent reuse depends upon the outcome of detailed assessments and responses to the City's RFPs. With more information from the assessments and RFP responses, the City may deem these buildings not suitable for Permanent Re-Use. In that case, they shall be part of the 'Short Term-use/Demolition' or 'Demolition/No Reuse Potential' lists, based upon the outcomes of the assessments and RFP responses."

2. In Appendix C, substitute the term "Short Term-use" with "Temporary Use".
3. In Appendix C, under the list labeled "Short Term-use/Demolition", *insert* "Student Housing Apartments A&B".
4. In Appendix C, Demolition/No Reuse Potential *strike* "Student Housing" and "Apartments A" and "Apartments B".

Respectfully submitted,

\_\_\_\_\_  
Jamie Cassutt, Councilor

Approved as to Form:



\_\_\_\_\_  
Erin K. McSherry, City Attorney

10476.3(A)

ADOPTED: \_\_\_\_\_

NOT ADOPTED: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Kristine Mihelcic, City Clerk

10476.3(A)






# Midtown Community Development Plan (Cassutt amend to Appendix C)

Final Audit Report

2023-01-12

Created:	2023-01-12
By:	Jeff Norris (jtnorris@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL675GFItuSroxAhbZSJxc85Atq41Rxv

## "Midtown Community Development Plan (Cassutt amend to Appendix C)" History

-  Document created by Jeff Norris (jtnorris@ci.santa-fe.nm.us)  
2023-01-12 - 1:19:37 AM GMT- IP address: 63.232.20.2
-  Document emailed to Erin Mcsherry (ekmcsberry@ci.santa-fe.nm.us) for signature  
2023-01-12 - 1:19:59 AM GMT
-  Email viewed by Erin Mcsherry (ekmcsberry@ci.santa-fe.nm.us)  
2023-01-12 - 1:20:30 AM GMT- IP address: 104.47.65.254
-  Document e-signed by Erin Mcsherry (ekmcsberry@ci.santa-fe.nm.us)  
Signature Date: 2023-01-12 - 1:22:54 AM GMT - Time Source: server- IP address: 216.207.130.218
-  Agreement completed.  
2023-01-12 - 1:22:54 AM GMT

**CITY OF SANTA FE, NEW MEXICO**  
**PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2023-\_\_**  
**(Community Development Plan)**

---

**Members of the Governing Body:**

**I propose the following amendment(s) to Exhibit D of Resolution No. 2023-\_\_ :**

**This amendment does \_\_ Does not X change the caption.**

1. Throughout Exhibit D, the Community Development Plan:
  - a. **Replace all uses of** “Site” with “Midtown Site” except as used on page 11 “environmental site”;
    1. b. Capitalize the word “Indigenous”.c. Replace footer date (12/14/2022) with the date the Community Development plan is adopted.
2. On the cover page:
  - a. **Strike** the “Opticos” logo, **insert** Office of Economic Development City logo
  - b. **Replace** the date (12/14/2022) with the date the Community Development Plan is adopted.
3. On page 2:
  - a. **Strike** “Prepared for City of Santa Fe Planning and Land Use Division Santa Fe City Hall 200 Lincoln Avenue, 1<sup>st</sup> Floor Santa Fe, New Mexico 87501”, and **replace** it with “Prepared by the Office of Economic Development and Proyecto in collaboration with the communities of Santa Fe”.
4. On page 3:
  - a. **Strike** “in this chapter” and **insert** “Sections of this plan”.
5. On page 6:
  - a. Remove bold font from the title of the resolution.
  - b. In the last paragraph, third line, **replace** “would” with “will”.
  - c. In the last line of the last paragraph, **replace** “encourages”, **with** “encourage”.
6. On page 7: In the third line of the first first paragraph, third line, **replace** “becomes” with “become”.
7. On page 9:

**Strike** the entire third paragraph and **replace** it with the following paragraph: “Therefore, during the public engagement process, many residents expressed a desire to access new jobs created at Midtown, especially jobs that would offer middle to high wages. Residents were also interested in training opportunities and the availability of jobs with career pathways along with the need to retain a skilled workforce, and ways that local residents could access information about job opportunities as the film industry at Midtown expands. In addition, the public engagement process recognized arts and culture as a fundamental economic and community development activity.”

8. On page 11:
  - a. Under Methods of Implementation, **strike** “Building Rehabilitation and Adaptive Reuse”.
  - b. Under Methods of Implementation, make lower case the words “Land, Building, Infrastructure Development”.

9. On page 12:  
Under Environmental Design #1, insert “The LEED: ND abbreviation stands for “United States Green Building Council (USGBC) Leadership in Energy and Environmental Design: Neighborhood Design (LEED: ND)” and renumber the following list accordingly.

10. On page 13:  
Under Existing Buildings **replace** existing #2 with “Temporarily use specific buildings for city government services needing short term relocation space, as well as non-profit uses currently under short term leases. These uses and tenants will be relocated when the building is to be demolished to implement infrastructure and site preparation for development in furtherance of the Master Plan. See Appendix C: Existing Buildings.”

11. On page 14:  
Under Intent, third bullet point, **replace** “adds to the overall housing choices in Santa Fe” **with** “provides a variety of housing choices”.

12. On page 15:  
**Replace** the existing text under “Housing Affordability”, part 2.a, **with** “Apply standard practices to establish if housing costs are affordable based on household income and size, and in relation to the median income within the household’s geographic area. Note: housing affordability is calculated by determining if a household is paying 30% or less, of its income on housing costs and, housing cost burden is calculated by determining if a household is paying more than 30% of its income on housing costs.”

13. On page 16:
  1. **Replace** the existing text included in enumerated item 5, with the following text:  
“5. Apply the City’s inclusionary zoning regulations (SFCC 1987, Section 26-1, 26-2), specifically the Santa Fe Homes Program (SFCC 1987, Section 26-1) and Low- Priced Dwelling Units (SFCC 1987, Section 26-2). For the inclusionary program to create and preserve mixed- income communities, long-term restrictions are vital for lasting impact.
    - a. Include requirements, high priorities, and preferences in Solicitations, Direct Negotiations, and/or Development and Disposition Agreements for mixed-use and residential development, as follows:
      - i. For inclusionary homeownership units, include affordability controls or deed restrictions that impose resale restrictions and never expire.

ii. For inclusionary rental units, include long term affordability controls and deed restrictions that exceed the City’s inclusionary zoning requirements and are consistent with the financing terms for the development of affordable housing.

iii. Apply the longer-term affordability control and deed restrictions described in (i) and (ii), above, in various affordability models, such as shared equity models, land trust structures, or other forms of long-term community control or participation.

b. The City may impose additional development and disposition requirements over and above those required by the inclusionary zoning regulations to achieve other community benefits.

i. If a developer is allowed to pay an in-lieu-of fee, pursuant to the inclusionary zoning requirements, fees may be invested in the Master Plan Area as a High Priority or within the Midtown LINC zoning area as a Preference. ” 15. On page 18:

1. Under Neighborhood Stabilization, #2, in paragraph b, *capitalize* “indigenous”.
2. Under Neighborhood Stabilization, #2, in paragraph c, after the words “various policy issues”, *replace* “, including” *with* “and the potential of”.

16. On page 20:

1. Under Job Access, #1, *lower case* “Requirement”.
2. Under Job Access, #1, in the last sentence, *replace* “location” *with* “places that are easily accessible to local residents”.
3. Under Entrepreneurialism, #3, *make bold* “LEED ND: Local Food Production”.

17. On page 22:

1. Under Methods of Implementation, *strike* “Art in Public Places”.

18. On page 23:

1. Under Public Spaces, #1, *capitalize* “indigenous”.

19. \_\_\_\_\_

20. On page 29:

1. Reformat footnote in document style.

21. On page 32, Appendix B, *insert* Enterprise Green Communities Program (Criteria Checklist)

22. On page 33, *strike* title “Permanent Rehab & Reuse (keep in site plan)” and *insert* “Permanent Rehabilitation and Reuse (*keep in site plan*)”.

23. On page 34, *strike* “Short term”, *insert* “Temporary”.

24. Addendum1 and Addendum 2, use block formatting, *insert* both documents.

10476.3(B)

Respectfully submitted,

\_\_\_\_\_  
Renee Villarreal, Councilor

Approved as to Form:

\_\_\_\_\_  
Erin K. McSherry, City Attorney

ADOPTED:

NOT ADOPTED: \_\_\_\_\_

DATE:

\_\_\_\_\_  
Kristine Mihelcic, City Clerk

10476.3(B)

## VOTE SUMMARY



Meeting Name - Governing Body - Regular Meeting

Meeting Start Date - 11/10/2022

Meeting Committee - Governing Body

Item Title - CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Mayor Webber)

A Resolution Adopting the Midtown Community Development Plan for the Midtown Redevelopment Project. (Lee Logston, Asset Development Manager: [lrlogston@santafenm.gov](mailto:lrlogston@santafenm.gov), 599-6914)

### **Committee Review:**

Introduced: 11/09/22

Finance Committee: 11/28/22

Governing Body: 11/30/22

Item Type - resolution

Item Owner - Lee Logston

Item Sponsor - Alan Webber

Item Tracking Number - 22-16405

Motion Type - Postpone to a Date Certain

Motion Mover - Carol Romero-Wirth

Motion Seconder - Signe Lindell

Motion Status - approved

Vote For Count - 8

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

Vote For Names - Jamie Cassutt, Lee Garcia, Michael Garcia, Signe Lindell, Chris Rivera, Carol Romero-Wirth, Renee Villarreal, Alan Webber

Vote Against Names -

Vote Abstain Names -

## VOTE SUMMARY



City of Santa Fe

Vote Absent Names - Amanda Chavez

User Name - Jesse Guillen

User Email - [jbg Guillen@santafenm.gov](mailto:jbg Guillen@santafenm.gov)

## 15. INTRODUCTION OF LEGISLATION

a. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Mayor Webber)

A Resolution Adopting the Midtown Community Development Plan for the Midtown Redevelopment Project. (Lee Logston, Midtown Asset Development Manager: llogston@santafenm.gov, 599-6914)

### Committee Review:

Governing Body (Introduced): 11/09/2022 (Postponed)

Governing Body (Introduced): 11/30/2022

Community Development Commission: 12/07/2022

Quality of Life Committee: 12/07/2022

Public Works and Utilities Committee: 12/12/2022

Economic Development Advisory Committee: 12/14/2022

Governing Body: 12/14/2022

**Name:** Stefanie Beninato

**Comment - 11/30/2022 09:54 AM: ( No Vote )**

How much did these signs cost? What is the contract that the city has with Daniel Hernandez of this CA firm? How much have we taxpayers doled out to him and this company and how much more is it/he going to get from this delayed "project" that costs the city over 2 million a year in loan payments? Does inclusive zoning mean that developers can buy their way out of affordable housing and how many people favor 64 ft high bldg? Just asking. If the county courthouse on Montezuma was a black hole for the county, this campus is the city's equivalent.

**Name:** Miles Conway

**Comment - 11/30/2022 01:18 PM: ( For )**

**We encourage approval of the resolution. The Santa Fe Area Home Builders Association, representing the professional men and women of Northern New Mexico's construction industry is grateful for the work thus far by the midtown team and our appointed and elected officials. We appreciate how major issues of sustainability, workforce and affordable housing, and creative community development have all been addressed in the plan.**

**Moving ahead, we encourage midtown team leaders to continue engaging with the public and do more outreach to "unpack", in succinct layman's terms, all the work that has been done and what steps are ahead. People are interested in the financial and funding mechanisms available to build out midtown and complete major infrastructure work, but people don't know what they are or how they work.**

**Our Association acknowledges the difficult balancing act Council performs when deciding: how to structure the City's prospective "return on investment", whether or not to exclude a "fee in lieu" option for development, and what percentage of residential housing shall be mandated to be truly "affordable" by definition.**

**From an industry perspective, and informed by primary findings within the recently released NM Mortgage Finance Authority's, "Housing New Mexico: A Call to Action" Report, it is essential for Local, State, and Federal Governments to make deep investments in housing now, regardless of how the "return on investment" looks on a balance sheet.**

From the report PAGE 2 Capacity & Resources:

“...As the market has changed, the gap between the cost of development in the private market and what low and moderate income would-be-buyers could afford has widened considerably. We estimate that the gap ranges from \$110,000 to \$195,000 per home, based on recent sales transactions...”

This financial gap [or chasm!] between affordability and development costs, especially for affordable rental or owner-occupied housing, needs to be closed. For starters, this will assuredly entail deep discounts or donations of land, innovative tax abatement schemes, and other incentive programs to spur the construction activity that is needed. Recent historic knowledge proves that tools such as “fee in lieu” cannot be taken off the table without the consequence of stifled development.

We encourage approval of the resolution and look forward to seeing the requests for proposals that will put Midtown in motion.

Miles Conway, Executive Officer Santa Fe Area Home Builders Association  
495 NM 592, 87506

**9. ACTION ITEMS: CONSENT AGENDA**

o. CONSIDERATION OF RESOLUTION NO. 2022-\_\_\_. (Mayor Webber, Councilor Cassutt, Councilor Chavez)  
A Resolution Adopting the Midtown Community Development Plan for the Midtown Redevelopment Project. (Lee Logston, Midtown Asset Development Manager: [lrlogston@santafenm.gov](mailto:lrlogston@santafenm.gov), 505-995-6914)

**Committee Review:**

- Governing Body (Introduced) (Postponed): 11/09/2022
- Governing Body (Introduced) (Postponed): 11/30/2022
- Governing Body (Introduced): 12/14/2022
- Finance Committee: 01/03/2023
- Community Development Commission: 01/04/2023
- Quality of Life Committee: 01/04/2023
- Public Works and Utilities Committee: 01/09/2023
- Economic Development Advisory Committee: 01/11/2023
- Governing Body (Postponed): 01/11/2023
- Governing Body: 01/25/2023

**Name:** Stefanie Beninato

**Comment - 01/25/2023 12:22 PM: ( No Vote )**

I have a feeling the whole project will be decided in this piecemeal fashion and presto bango there are 64 ft high bldgs everywhere in that area.

What about the RFPs? It seems like the period for response should have closed.

**9. ACTION ITEMS: CONSENT AGENDA**

n. CONSIDERATION OF RESOLUTION NO. 2023-\_\_\_. (Mayor Webber, Councilor Chavez, Councilor Romero-Wirth, Councilor Cassutt and Councilor Lindell)  
A Resolution Relating to Firearms; Recognizing that Certain City Properties are Used for School-Related Activities, Which Makes the Carrying of a Deadly Weapon on Such Properties a Fourth-Degree Felony Pursuant to NMSA 1978, Section 30-7-2.1; and Directing the City Manager to Work with Staff to Post Notice on Such Facilities. (Kyra Ochoa, Community Health and Safety Department Director: krochoa@santafenm.gov)

**Committee Review:**

Governing Body (Introduced): 11/30/2022  
Quality of Life Committee (Postponed): 12/7/2022  
Quality of Life Committee: 01/04/2023  
Public Works and Utilities Committee: 01/09/2023  
Finance Committee: 01/17/2023  
Governing Body: 01/25/2023

**Name:** Stefanie Beninato

**Comment - 01/25/2023 12:22 PM: ( No Vote )**

I have to wonder about extending a ban to say a city building when there is no school activity going on or even planned for that day.

I would be for banning guns in all public buildings except for law enforcement, military and of course in such places as jails, prisons, courts.




# City of Santa Fe, New Mexico

## Memorandum



**Date:** November 23, 2022

**To:** Quality of Life Committee, Public Works and Utilities Committee, Finance Committee, and Governing Body

**From:** Kyra Ochoa, Community Health and Safety Department Director   
KO

**RE:** Identifying City properties on which firearms are prohibited because the properties are used for school-sanctioned activities

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### EXECUTIVE SUMMARY:

The proposed resolution identifies City property that is used for school-sanctioned activities and directs the City Manager to post signs that state that deadly weapons are prohibited.

### BACKGROUND:

Between 1970 and June, 2022, there have been 2069 recorded school shootings. The New Mexico Constitution prohibits local governments from “regulat[ing], in any way, an incident of the right to keep or bear arms.”

NMSA 1978, Section 30-7-2.1, however, prohibits deadly weapons in “any...public buildings or grounds, including playing fields and parking areas that are not public school property, in or on which public school-related and sanctioned activities are being performed.” A number of City properties fall into these categories. The proposed resolution directs the City Manager to post appropriate signage at relevant City locations that state deadly weapons are prohibited.

### ATTACHMENTS:

Resolution  
Fiscal Impact Report

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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2023-\_\_**

**INTRODUCED BY:**

Mayor Alan Webber

Councilor Amanda Chavez

Councilor Carol Romero-Wirth

Councilor Signe Lindell

Councilor Jamie Cassutt

**A RESOLUTION**

**RELATING TO FIREARMS; RECOGNIZING THAT CERTAIN CITY PROPERTIES ARE USED FOR SCHOOL-RELATED ACTIVITIES, WHICH MAKES THE CARRYING OF A DEADLY WEAPON ON SUCH PROPERTIES A FOURTH-DEGREE FELONY PURSUANT TO NMSA 1978, SECTION 30-7-2.1; AND DIRECTING THE CITY MANAGER TO WORK WITH STAFF TO POST NOTICE ON SUCH FACILITIES.**

**WHEREAS**, NMSA 1978, Section 30-7-2.1 provides that unlawful carrying of a deadly weapon on school premises consists of carrying a deadly weapon on school premises except by a peace officer, school security personnel, authorized personnel in a military training corps program or state-authorized hunter safety training instruction, a person in a school-approved program that actively involves the carrying of a deadly weapon, or a person older than 19 in a private automobile for lawful protection of person or property; and

**WHEREAS**, included in the definition of school premises is “any...public buildings or grounds, including playing fields and parking areas that are not public school property, in or on which public school-related and sanctioned activities are being performed”; and

**WHEREAS**, whoever commits unlawful carrying of a deadly weapon on school premises

1           **WHEREAS**, whoever commits unlawful carrying of a deadly weapon on school premises  
2 is guilty of a fourth-degree felony; and

3           **WHEREAS**, a number of City-owned spaces, buildings, and other property are both  
4 governmental and used for school-related and sanctioned activities and therefore are “sensitive  
5 places” as identified by the U.S. Supreme Court; and

6           **WHEREAS**, according to the Naval Postgraduate Schools Center for Homeland Defense  
7 and Security, between 1970 and June, 2022, there have been 2069 school shootings; and

8           **WHEREAS**, those 2069 shootings have resulted in 684 fatalities and 1937 injuries; and

9           **WHEREAS**, of the 2069 school shootings, 985 have occurred since the tragic incident at  
10 Sandy Hook Elementary School nearly ten years ago in December, 2012; and

11           **WHEREAS**, according to the K-12 School Shooting Database, New Mexico has  
12 experienced 22 school shootings between 1971 and June, 2022, resulting in six deaths and 10  
13 injuries; and

14           **WHEREAS**, in 2017, a 16-year-old student entered the Clovis-Carver Library in Clovis,  
15 NM and killed two people and wounded four others; and

16           **WHEREAS**, according to the Washington Post’s school shootings database, more than  
17 311,000 students at 331 schools have experienced gun violence at school since the Columbine High  
18 School shooting on April 20, 1999; and

19           **WHEREAS**, children who witness a shooting can be severely traumatized by the incident  
20 – trauma that can last a lifetime; and

21           **WHEREAS**, witnessing a shooting may impact the student’s ability to continue studies,  
22 may impact a student’s social and emotional growth, and may cause a student to become anxious  
23 or depressed; a student may even develop chronic psychiatric disorders as the result of witnessing  
24 a shooting; and

25           **WHEREAS**, since the shooting at Robb Elementary School in Uvalde, Texas, in which

1 19 second through fourth grade students and two teachers were killed, there have been 50 school  
2 shootings with four deaths and 32 injured.

3 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
4 **CITY OF SANTA FE** that the Governing Body recognizes that the following City locations are  
5 used for school-related or sanctioned events and therefore the carrying of deadly weapons on those  
6 properties is a fourth-degree felony under NMSA 1978, Section 30-7-2.1:

- 7 1. Santa Fe Community Convention Center and underground garage;
- 8 2. Municipal Recreation Complex soccer fields;
- 9 3. Genoveva Chavez Community Center;
- 10 4. Main library;
- 11 5. LaFarge library;
- 12 6. Southside library;
- 13 7. Facilities at which the Mayor's Youth Advisory Board holds their regular  
14 meetings;
- 15 7. Facilities to which students visit as part of a school-related or school-sanctioned  
16 activities including, but not limited to, the Buckman Direct Diversion; and
- 17 8. Facilities in which school interns are working, as placed through the Santa Fe  
18 Public Schools, including, but not limited to, City Hall and Municipal Court.

19 **BE IT FURTHER RESOLVED** that the City Manager shall direct staff to post signage  
20 at the locations listed above that states that deadly weapons are prohibited pursuant to NMSA 1978,  
21 Section 30-7-2.1.

22 **BE IT FURTHER RESOLVED** that, when the City Manager identifies additional City  
23 locations that are used for school-related or sanctioned events, the City Manager may direct staff  
24 to post signage at those locations and events to state that deadly weapons are prohibited pursuant  
25 to NMSA 1978, Section 30-7-2.1.

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**BE IT FURTHER RESOLVED** the City Manager shall consult with the Community Health and Safety Department, including the Police Department, regarding the best method for enforcing NMSA 1978, Section 30-7-2.1 in relation to applicable City properties.

PASSED, APPROVED, and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
ALAN WEBBER, MAYOR

ATTEST:

\_\_\_\_\_  
KRISTINE MIHELIC, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ERIN K. McSHERRY, CITY ATTORNEY

## FISCAL IMPACT REPORT

**General Information:**

(Check) Bill: \_\_\_\_\_ Resolution:   X  

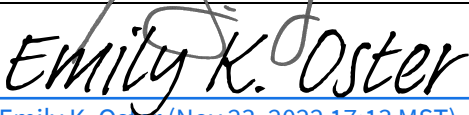
Short Title(s): Firearms on City Property that are School Premises

Sponsor(s): Mayor Webber

Reviewing Department(s): Community Health and Safety

Staff Completing FIR: Kyra Ochoa<sup>KO</sup> Date: 9/7/22 Phone: 955-6603

Reviewed by City Attorney:  Date: Nov 24, 2022

Reviewed by Finance Director:  Date: Nov 23, 2022  
Emily K. Oster (Nov 23, 2022 17:13 MST)

**Summary:**

The proposed resolution identifies various City facilities that are utilized by the Santa Fe Public Schools for school-sanctioned activities. The resolution also directs the City Manager to post signage at these locations stating deadly weapons are prohibited pursuant to State Statute (NMSA 1978, Section 30-7-2.1). This resolution responds to the continuing number of school shootings that have occurred around the country, with 2069 recorded school shootings between 1970 and June, 2022.

**Departments Affected:**

Community Health and Safety Department, Public Works Department

**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the City will not post signs at City facilities that are used for school-sanctioned activities stating deadly weapons are prohibited.

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

None identified.

**Performance and Administrative Implications:**

Public Works Department will need to design, purchase, and install the necessary signs at the identified locations, as well as any subsequent City locations that are used for school-sanctioned activities.

**Fiscal Implications:**

The cost to purchase and install the signs is estimated at ~\$20/per sign. The number of signs needed depends on the final locations and number of signs per location installed.

**Fiscal Impact**

\_\_\_\_\_ Check here if no fiscal impact

**Expenditures**

<b>Expenditure Type</b>	<b>FYE 23</b>	<b>FYE 24</b>	<b>FYE 25</b>	<b>Require BAR (Y/N)</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>	<b>3-Year Total Cost</b>
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$400 _____	\$ _____	\$ _____		NR _____	_____	\$400 _____
<u>Total:</u>	\$400 _____	\$ _____	\$ _____				\$400 _____

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

**Expenditure Narrative:**

**Posting the required signs is estimated at \$20/sign for the locations specified in the Resolution. A minimum of 20 signs are estimated to be need for the identified locations. If additional locations are identified in the future there will be additional costs for those signs.**

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**Revenue**

<b>Revenue Type</b>	<b>FYE __</b>	<b>FYE __</b>	<b>FYE __</b>	<b>Recurring (R) or Non-recurring (NR)</b>	<b>Fund</b>
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

**Revenue Narrative:**

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**Signature:** Kyra Ochoa  
Kyra Ochoa (Nov 23, 2022 12:17 MST)

**Email:** krochoa@santafenm.gov

## 15. INTRODUCTION OF LEGISLATION

### c. CONSIDERATION OF RESOLUTION NO. 2023-\_\_\_. (Mayor Webber)

A Resolution Relating to Firearms; Recognizing That Certain City Properties are Used for School-Related Activities, Which Makes the Carrying of a Deadly WEapon on Such Properties a Fourth-Degree Felony Pursuant to NMSA 1978, Section 30-7-2.1; and Directing the City Manager to Work with Staff to Post Notice on Such Facilities. (Kyra Ochoa, Community Health and Safety Department Director: krochoa@santafenm.gov)

#### **Committee Review:**

Introduced: 11/30/22

Quality of Life Committee: 12/7/22

Public Works and Utilities Committee: 12/12/22

Finance Committee: 01/03/23

Governing Body: 01/11/23

**Name:** Stefanie Beninato

**Comment - 11/30/2022 09:54 AM: ( No Vote )**

How will this provision be enforced?