City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
MAY 26, 2021
4:00 PM
ATTEND VIRTUALLY

AMENDED

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

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

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

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

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

Agenda: The agenda for the meeting will be posted at https://www.santafenm.gov.

Written Comments: The public may submit written comments on any of the legislative items to be considered on the *Consent Agenda*, *Discussion Agenda*, *Public Hearings* or *Petitions From the Floor* through 1:00 p.m. the day of the meeting, via the virtual comment "button" at https://santafe.primegov.com/public/portal.

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:

Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/96844713923?pwd=TGpGVDFuYkswdVFxMjFKL0RESlc3QT09. **Passcode: 745692**

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

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 968 4471 3923 - Passcode: 745692**

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

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
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4:00 PM
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AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Cassutt

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

Councilor Lindell

4. **INVOCATION**

Councilor Romero-Wirth

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – May 12, 2021

9. **PRESENTATIONS**

   a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Acting Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

   b. International Dark Sky Presntation by Ruskin Hartley, Executive Director. (Regina Wheler, Public Works Director; rawheeler@santafem.gov, 955-6622) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Villarreal)
A Resolution Withdrawing the City of Santa Fe as a Member of the Regional Coalition of LANL Communities (RCLC). (Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

COMMITTEE REVIEW:
Introduced: 03/31/21
Quality of Life Committee: 05/5/21
Finance Committee: 05/17/21
Governing Body: 05/26/21

b. Request for Approval of a Contract for the Santa Fe Business Incubator: A Renewal Contract for Small Business Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 995-6625)

COMMITTEE REVIEW:
Public Works/Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

c. Request for Approval of Amendment No. 1 to Contract # 20-0565 for the NM Suicide Intervention Project to Increase Safety Net Services for Virtual Suicide Prevention Services and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505 470-3186)

COMMITTEE REVIEW:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

d. Request for Approval of Amendment No. 1 to Contract # 19-0592 for Interfaith Shelter to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

COMMITTEE REVIEW:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

e. Request for Approval of Amendment No. 1 to Contract # 19-0594 for New Mexico Immigrant Law Center to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505-470-3186)

COMMITTEE REVIEW:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

f. Request for Approval of Amendment No. 1 to Contract # 20-0563 for Gerard's House to Add Safety Net Services of Grief Support Groups for Youth and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager: empeterson@santafenm.gov, 505 470-3186)

COMMITTEE REVIEW:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

g. Request for Approval of a Change Order #1 to CIP #967 Aeriation Project Bid Number 1'20/17/B with RMCI Inc. for an Increase of $294,446.51. (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 955-4642)
   1. Request for Approval of Budget Amendment Resolution

COMMITTEE REVIEW:
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

h. Request for Approval of Amendment # 2 with Carollo Engineers, Inc. Professional Services Agreement 18-1065, to Provide Additional Construction Administration

and Inspection Services to the Paseo Real Wastewater Treatment Plant Aeration System Improvements Project Detailed in the Attached Agreement in the Amount of $126,353.00 Exclusive of NMGRT. (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 955-4642)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

i. Request for Approval of Exempt Procurement for Contract Amendment # 4 with Eric Blinman, Director of the NM Office of Archaeological Studies (OAS) to Provide Continued Service to the Water Division Construction Projects in the Amount of $100,000 Exclusive of NMGRT. (Brian Snyder, Water Division Engineering Manager: bksnyder@santafenm.gov, 955-4277)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

j. Request for the Approval of Amendment #2 to Service Contract 20-0027 Extending the Term of the Agreement by One Year, from June 30, 2021 to June 20, 2022, and Increasing Compensation in the Amount of $500,000 to a Total Amount of $1,250,000 Plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc. (Sam Burnett, Public Works Property Maintenance Manager: jsburnett@santafenm.gov, 955-5933)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

k. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Decision by a Majority of Members of the Governing Body to Grant Appeal #2021-3393-APPL, Reverse the Historic District Review Board's Decision in Case #2021-3111-HDRB, and Approve the Application from James and Jay Heneghan to Construct a New Single-Story Residence at 314 North Guadalupe Street. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW:

Governing Body: 05/26/2021

l. Request for Approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that Transfers Road Maintenance Responsibilities for Segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director: jhrosado@santafenm.gov, 955-6638).

COMMITTEE REVIEW:
Finance Committee: 05/03/2021
Public Works & Utilities Committee: 05/11/2021
Governing Body: 05/26/2021

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval of a Budget Adjustment Resolution to execute the use of the $300,000 Grant from the New Mexico Tourism Department per agreement 21-0211 to Support the Restart of the Group Business that Uses the Convention Center, Pursuant to SFCC 1987, Section 2-4.6(B). (Randy Randall, Executive Director, Tourism Santa Fe: rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:
Governing Body: 05/26/2021

b. Request for the Approval of a Memorandum of Agreement between the City of Santa Fe and the New Mexico Department of Cultural Affairs for the Undergrounding of Utilities, Alteration of an Electric Transformer, the Use and Demolition of the Train Depot Shed, and Landscaping of the Demolished Shed Area. (Sam Burnett, Public Works Property Maintenance Manager: jsburnette@santafenm.gov, 505-795-2491)

COMMITTEE REVIEW:
Governing Body: 05/26/2021

c. Approval of Professional Services Agreement with the Kiwanis Club of Santa Fe in the Amount of $60,000 Per Year, with a Total Compensation Not to Exceed $240,000 (Inclusive of NMGRT) Over the Four Year Term, to Plan Promote and Execute the City's Independence Day Celebration. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-303-9502)

COMMITTEE REVIEW:

Public Works and Utilities Committee: 05/24/2021
Governing Body: 05/26/2021

d. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Extending the State of Emergency as Proclaimed by the Mayor on May 24, 2021 by Forty-Seven (47) Days, Expiring at Noon on July 12, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

COMMITTEE REVIEW:
Governing Body: 05/26/2021

12. **MIDTOWN OVERVIEW**

a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department: rdbrown@santafenm.gov) **INFORMATION ONLY**

Progress Report: Update

Presenter: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Legislative Introductions

EVENING SESSION - 6:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

20. **PUBLIC HEARINGS**

a. Approval of a Lighting Design for the Conversion of Streetlights in the City to LEDs to be Incorporated into the City's Global Management Performane Contract with Dalkia Energy Solutions, LLC, Contract #3202498, and the Streetlight Conversion Contract with the Public Service Company of New Mexico (PNM), Contract #3202499, as Appliable to Each Contract. (Regina Wheler, Public Works Director: rawheeler@santafenm.gov, 955-6622)

Committee Review:
Governing Body: 05/26/21

21. **ADJOURN**

22. **UPCOMING PUBLIC HEARINGS**

a. **Meeting Date – June 9, 2021**

CONSIDERATION OF BILL NO. 2021-11. ADOPTION OF ORDINANCE 2021-____. (Councilor Garcia and Councilor Lindell)
An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW:
Governing Body (Introduced): 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Finance Committee: 05/3/21
Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/09/21

Publication Date – May 20, 2021

CONSIDERATION OF BILL NO. 2021-13. ADOPTION OF ORDINANCE 2021-____. (Councilor Abeyta, Councilor Lindell, and Councilor Rivera)
An Ordinance Amending Subsection 14-3.7(F), Notes 15 and 16 of Table 14-7.2-1, and Subsection 14-9.6(B) to Allow the Minimum Lot Size to be 1.25 Acres for a Lot Created Through an Inheritance or Family Transfer Subdivision and that Results in Only One Additional Lot; Amending Subsection 14-7.2(B) to Require Rounding Down of the Calculation of Maximum Number of Dwelling Units for a Family Transfer Subdivision Where Neither Public Sewer nor Public Water are Available; and Amending Subsection 14-9.6(A) to Require Proof of Adequate Septic and Well Assurances Prior to the Approval of an Inheritance or Family Transfer Subdivision that Lacks Public Sewer and Water. (Eli Isaacson, Planning and Land Use Director: esisaacson@santafenm.gov, 955-6830)

Committee Review:
Introduced: 03/31/21
Planning Commission: 05/6/21
Public Works and Utilities Committee: 05/11/21
Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/9/21

Publication Date – May 20, 2021

Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been considered prior to 11:30 p.m. and the Governing Body does not vote to extend the meeting, such items shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement.

NOTE: New Mexico law requires the following administrative procedures be followed when conducting “quasi-judicial” hearings. In a “quasi-judicial” hearing all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

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

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
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Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
AFTERNOON SESSION - 4:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Abeyta

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

Councilor Garcia

4. **INVOCATION**

Councilor Rivera

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Special Governing Body Meeting – April 8, 2021

   b. Regular Governing Body Meeting – April 28, 2021

9. **PRESENTATIONS**

a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Acting Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

b. City of Santa Fe Water 2020 Recap and 2021 Outlook. (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) **INFORMATION ONLY**

c. Presentation of 2021 Area Median Income (AMI) Data and Updates to the Santa Fe Homes Program (SFHP) Pricing Schedule for 2021. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov) **INFORMATION ONLY**

10. **CONSENT CALENDAR**

a. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Cassutt-Sanchez, and Councilor Villarreal)
A Resolution Supporting the City of Santa Fe Joining the National Wildlife Federation's Mayors' Monarch Pledge to Preserve the Monarch Butterfly and the Habitat Upon Which It Relies. (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)

COMMITTEE REVIEW:
Introduced: 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Quality of Life Committee: 05/5/21
Governing Body: 05/12/21

b. Request for Approval of Amendment No. 2 to Contract No. 19-0384 with Vladimir Jones (Praco) to Increase the Compensation for FY21 in the Amount of $175,000. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)
Committee Review:
Public Works and Utilities Committee: 04/26/2021

Finance Committee: 05/03/2021
Governing Body: 05/12/2021

c. Request for Approval of ITT Amendment #1 for MS Office 365 Vendor Name Change From Original Contract 18-1309 En Pointe Technologies to Insight Public Sector. Third Year of Three Year Term 11/26/2018 TO 11/26/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021
Governing Body: 05/12/2021

d. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Opuntia Cafe, Inc. for the following: (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Opuntia Café, 1607 Alcaldesa Street, Suite 201, Santa Fe, which is within 300 Feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B, Santa Fe.
2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Restaurant Beer and Wine Liquor License, with on Premise Consumption and Patio Service, to be Located at Opuntia Cafe, 1607 Alcaldesa Street, Suite 201, Santa Fe.

e. Request for Approval of ITT Contract for Motorola Solutions for Emergency Communications Repair in the Amount of $273,676.60 for the Term of 05/12/2021 to 07/31/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)

COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021
Governing Body: 05/12/2021

f. Request for Approval of Amendment No.1 to Contract #20-056 for United Way of Santa Fe County to Change their Name to Growing Up New

Mexico. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body: 05/12/2021

g. Request for Approval of the Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021, and Corresponding Budget Amendment Resolution (BAR), in the amount of $1,570,927. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

1. Request for Approval of BAR to Budget the Federal Funding of $1,570,927.

Committee Review:
Public Works and Utilities Committee: 04/26/21
Finance Committee: 05/03/21
Governing Body: 05/12/21

h. Request for Approval of Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for Completion of the Nichols Dam Outlet Conduit Rehabilitation Design Work as it Relates to Dam Safety in the Amount of $422,167. (Brian Snyder, Public Utilities Engineering Supervisor, bksnyder@santafenm.gov, 955-4277)

Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Governing Body: 05/12/2021

i. CONSIDERATION OF RESOLUTION NO. 2021-____. (Mayor Webber)
A Resolution Relating to a Request for Approval of Third Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Budget Analyst, ajhopkins@santafenm.gov, 955-6177)

Committee Review:
Introduction: 04/28/21
Finance Committee: 05/3/21
Public Works and Utilities Committee: 05/11/21

Governing Body: 05/12/21

j. **Request to Publish Notice of Public Hearing on June 9, 2021.**
Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW:
Governing Body (Introduced): 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Governing Body (Request to Publish): 04/28/21
Finance Committee: 05/3/21
Governing Body (Public Hearing): 06/09/21

k. **Request to Publish Notice of Public Hearing on June 9, 2021.**
CONSIDERATION OF BILL NO. 2021-13. An Ordinance Amending Subsection 14-3.7(F), Notes 15 and 16 of Table 14-7.2-1, and Subsection 14-9.6(B) to Allow the Minimum Lot Size to be 1.25 Acres for a Lot Created Through an Inheritance or Family Transfer Subdivision and that Results in Only One Additional Lot; Amending Subsection 14-7.2(B) to Require Rounding Down of the Calculation of Maximum Number of Dwelling Units for a Family Transfer Subdivision Where Neither Public Sewer nor Public Water are Available; and Amending Subsection 14-9.6(A) to Require Proof of Adquate Septic and Well Assurances Prior to the Approval of an Inheritance or Family Transfer Subdivision that Lacks Public Sewer and Water. (Councilor Abeyta and Councilor Lindell)(Eli Isaacson, Planning and Land Use Director: esisaacson@santafenm.gov, 955-6830)

Committee Review:
Introduced: 03/31/21
Planning Commission: 05/6/21

Public Works and Utilities Committee: 05/11/21
Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/9/21

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Cassutt-Sanchez)
A Resolution Modifying the Frequency with which the City Manager Provides Written Updates to Every Other Regular Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources Department, and Office of Emergency Management and Safety when Santa Fe County is in the "Green" or "Turquoise" Level. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 04/14/21
Public Works and Utilities Committee: 05/11/21
Governing Body: 05/12/21

b. Request for Ratification of a Grant Agreement with the New Mexico Tourism Department for $300,000 to Support the Restart of the Group Business that Uses the Convention Center, Pursuant to SFCC 1987, Section 2-4.6(B). (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)

12. **MIDTOWN OVERVIEW**

Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Report. (Daniel Hernandez, Project Director at Proyecto LLC; and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov) **INFORMATION ONLY**

Presentation: Existing Buildings and Furniture Fixtures & Equipment (FF&E)

- Sam Burnett, Midtown Property Maintenance Manager
- Daniel Hernandez, Proyecto, Midtown Project Manager
- Robert Lambert, Arts & Culture Office, Assistant Director

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(7) and (H)(8), Completion of the Attorney-Client Privileged Quarterly Update that Began During the April 28th, 2021 Governing Body Meeting Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, and Discussion of Property Disposition, Specifically Property Located at 730 Alto Street. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Legislative Introductions

EVENING SESSION - 6:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

a. Children and Youth Commission
- Richard Lindahl – Reappointment – Term Ending 01/2023
- Elisabeth “Lisa” G. Salazar – Reappointment – Term Ending 01/2024
- Andrea Sandoval – Reappointment – Term Ending 01/2024
- Crystal Ybarra – Reappointment – Term Ending 01/2021
- Sarah Amador-Guzman – Appointment – Term Ending 01/2024
- Kendal Chavez – Appointment – Term Ending 01/2024
- Chanelle Delgado – Appointment – Term Ending 01/2023

b. Human Services Committee

- Christina Bruce – Appointment – Term Ending 03/2023
- Emily A. Haozous, PhD, RN, FAAN – Appointment – 03/2023
- Carrie Thielen, MPH, RD – Appointment – Term Ending 03/2024

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal) A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions Between May 12, 2021 and June 9, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshal: gggriego@santafenm.gov, 955-3317)

COMMITTEE REVIEW:
Introduced: 04/28/21
Quality of Life Committee: 05/5/21
Governing Body: 05/12/21

b. **Appeal #2021-3393-APPL of Case #2021-3111-HDRB.** Appeal by James and Jay Heneghan of the Historic Districts Review Board's Denial of an Application to Construct a New Single-Story Residence at 314 North Guadalupe, in the Westside-Guadalupe Historic District (Sally A. Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)

COMMITTEE REVIEW:
Governing Body: 05/12/21

c. Request Approval of Annual Action Plan describing how HUD resources will be used for the upcoming program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov).
Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body (Public Hearing): 05/12/201

21. **ADJOURN**

Pursuant to the Governing Body Procedural Rules, in the event any agenda items have not been considered prior to 11:30 p.m. and the Governing Body does not vote to extend the meeting, such items shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement.

NOTE: New Mexico law requires the following administrative procedures be followed when conducting “quasi-judicial” hearings. In a “quasi-judicial” hearing all witnesses must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

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

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May 12, 2021

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Minutes of the
Regular Meeting of the Governing Body
Wednesday, May 12, 2021
Virtual Meeting

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, May 12, 2021, at approximately 4:01 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Abeyta.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Garcia.

4. INVOCATION

The Invocation was led by Councilor Rivera.

The Governing Body observed a moment of silence for those who have recently died and their grieving families.

5. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present Remotely
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler

Members Excused
Councilor Renee D. Villarreal

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Kyra Ochoa, Acting Community Health and Safety Director
Jesse Roach, Water Division Director
Alexandra Ladd, Affordable Housing Director
Sally Paez, Assistant City Attorney
Elias Isaacson, Land Use Director
Jesse Guillen, Legislative Liaison
Nicole Ramirez-Thomas, HDRB Staff Liaison
Rich Brown, Economic Development Director
Geronimo Griego, Interim Fire Marshal
Randy Randall, TSF Director
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Councilor Vigil Coppler noted a correction to Item j) – her name was removed as a sponsor. Secondly, she was not at the Public Works meeting on April 26 (correction to the attachment).

MOTION: **Councilor Lindell moved, seconded by Councilor Garcia, to approve the agenda as amended.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

7. APPROVAL OF CONSENT CALENDAR

Mayor Webber requested to pull 10(j) from Consent for discussion.

MOTION: **Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the Consent Calendar as amended with item (j) removed for discussion.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

8. APPROVAL OF MINUTES

a. Special Governing Body Minutes – April 8, 2021

MOTION: **Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the minutes from April 8, 2021 as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None. Councilor Rivera abstained.

c. Regular Governing Body Meeting of April 28, 2021

MOTION: **Councilor Lindell moved, seconded by Councilor Garcia, to approve the minutes from April 28, 2021 as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

9. PRESENTATIONS

a. COVID-19 Update Pursuant to Resolution 2020-51. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 955-6848 and Kyra Ochoa, Acting

Community Health and Safety Director, krochoa@santafenm.gov, 955-6603) **INFORMATION ONLY**

Director Ochoa reported Santa Fe is still doing well but had an uptick on cases. Most of them were between ages 5-17. The County remains in turquoise and no counties are in red in the state. Children may be registered on the DOH website now. Not Covid related is a nora virus outbreak. She cautioned everyone to– make sure you wash your hands seriously.

Locally, Thursday will be last mass vaccination with Christus at Midtown. The City has started vaccinations of seniors and homebound disabled. She announced an event at the Southside Library with Chainbreaker and DOH. She was happy that the Fire Department has loaned an ambulance and mobile health unit for the event. It is one shot and people should just come even if not registered. The City is continuing to provide PPE as requested.

Councilor Vigil Coppler thanked her for the report. She pointed out that Resolution 21 requires a written report. This is the second unwritten report. In the past, both fire and police statistics on calls received were reported. She asked how the Governing Body gets exempt from the resolution requirement.

Director Ochoa apologized for her oversight. She misunderstood.

Ms. McSherry asked if the resolution said it must be in writing before the meeting.

Director Ochoa replied that the new resolution is up for a vote tonight.

Councilor Vigil Coppler understood it might be cumbersome, but this is the second time since the resolution was introduced. When it happened before, she asked what the value of the resolution was – a promise or a commitment. She understood that we must abide by the resolutions and understood Ms. Ochoa made a mistake. The public doesn't get the information when it is not written. In the future, she would like to know the meaning of the resolutions whether we must abide by them or not. If a written report could be provided afterward, that would be good.

Director Ochoa said she would have it all written out.

Councilor Rivera took some responsibility for the staff. We had a meeting on remaining turquoise. He thought we said since we were moving to the good, let's just give verbal reports. So he took responsibility for those two.

Mayor Webber commented that a couple of constituents asked about discrepancy between two different website statistics and asked if she could research that and let us know which website is more accurate. Having two different numbers makes for uncertainty.

b. City of Santa Fe Water 2020 Recap and 2021 Outlook (Jesse Roach, Water Division Director, jdroach@santafenm.gov, 955-4309) **INFORMATION ONLY**

Jesse Roach presented the report. He said the report was originally slated for April 28, but he didn't have all the necessary information. He also gave a longer report in the webinar on April 29. So this would be a brief overview. He shared the slides he had previously sent to all Councilors.

Last year, the City had 8,800 ac/ft for drinking water. Half came from San Juan Chama. The San Juan Chama is New Mexico's share of the diversion of the Colorado River from three tributaries by gravity through tunnels into the Chama system. It provided 5,230 af/yr.

He showed a slide showing water sources since 1925. Buckman since 1973. BS 78% since 2011 has been almost 80% of our water supply. Allowing our well fields to rest. He showed watershed annual amounts of precipitation and 2020 is the least. Impacts of COVID was shown by month. (showed a big drop in commercial water use.

He addressed what the drought means for Santa Fe. Our wells and system capacity are sufficient to meet total demand with wells only.

The 2021 Conservation Activities listed many activities. People moving here recognize immediately about our conservation. But new growth places new demands on available water resources. The connection of new demand may need to be reevaluated. The Water Department does lots of long range planning to assure adequate resources.

He showed past reports on Water of past 30 years. We now have a five-year planning cycle and going out to 2100's. He showed a graph on water shortages. Two demands were projected – one with high growth and one with low growth. With high growth, the City could see shortages by 2030. If we don't do something about it, we will have significant shortages.

We are planning to fully consume Santa Fe County water sources with return flow project. He explained how it would work and shared the project timeline going from January 13, 2021 to June 8, 2021 with start of NEPA scoping and the return flow application. It will come to the Governing Body on May 26 for approval.

c. Presentation of 2021 Area Median Income (AMI) Data and Updates to the Santa Fe Homes Program (SFHP) Pricing Schedule for 2021. (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov) **INFORMATION ONLY**

Director Ladd said every year she provides this update to the Governing Body with statistics on homeownership and rental schedules. Anything over 30% of household income is considered unaffordable. Each year, HUD gives the ranges in spring. She reported income went down in 2020 (from COVID) but she thought it was surprising that it did not decline more. The data is not self-reported and for the first three months of last year, income did not change much. And with available assistance, the reduction changed less. Interest rates went down quite a bit, and the economy was supported by lower interest rates. So despite income going down, interest rates went down so housing went up. The result was people went into a higher bracket and that required higher payments.

Rentals are more straightforward. And Santa Fe clearly reduced what required rent would be. On the fee in lieu of, fair market rates are set by HUD and barely changed. Per the July 1 ordinance, the fee will increase by 20%. There is much more in the report she submitted.

10. CONSENT CALENDAR LISTING

a. CONSIDERATION OF RESOLTUION NO. 2021-____. (Mayor Webber, Councilor Lindell, Councilor Romero-Wirth, Councilor Cassutt-Sanchez, and Councilor Villarreal)
A Resolution Supporting the City of Santa Fe Joining the National wildlife Federation's Mayors Monarch Pledge to Preserve the Monarch Butterfly and the Habitat Upon Which It Relies, (Christine Chavez, Water Conservation Manager, cychavez@santafenm.gov, 955-4219)
COMMITTEE REVIEW:
Introduced 04/14/21
Quality of Life Committee: 04/26/21
Public Works and Utilities Committee 04/26/21
Quality of Life Committee: 05/05/21
Governing Body: 05/12/21

b. Request for Approval of Amendment No. 2 to Contract No. 19-0384 with Vladimir Jones (Praco) to Increase the Compensation for FY21 in the Amount of $175,000. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)

Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Governing Body: 05/12/2021

c. Request for Approval of ITT Amendment #1 for MS Office 365 Vendor Name Change From Original Contract 18-1309 En Pointe Technologies to Insight Public Sector. Third Year of Three Year Term 11/26/2018 TO 11/26/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)
COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021 Governing
Body: 05/12/2021

d. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Opuntia Cafe, Inc. for the following: (Geralyn Cardenas, Assistant City Clerk, gfcardenas@santafenm.gov, 955-6519)
   1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300 Foot Location Restriction to Allow the Sale of Alcohol at Opuntia Café, 1607 Alcaldesa Street, Suite 201, Santa Fe, which is within 300 Feet of the Camino de Paz Montessori Secondary School & Farm, 1607 Paseo de Peralta, Suite B, Santa Fe.
   2. If the Waiver of the 300 Foot Location Restriction is Granted, Consideration of a Request for a Restaurant Beer and Wine Liquor License, with on Premise Consumption and Patio Service, to be Located at Opuntia Cafe, 1607 Alcaldesa Street, Suite 201, Santa Fe.

e. Request for Approval of ITT Contract for Motorola Solutions for Emergency Communications Repair in the Amount of $273,676.60 for the Term of 05/12/2021 to 07/31/2021. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 505-231-1749)
COMMITTEE REVIEW
Finance Committee: 05/03/2021
Public Works Committee: 05/11/2021 Governing
Body: 05/12/2021

f. Request for Approval of Amendment No.1 to Contract #20-056 for United Way of Santa Fe County to Change their Name to Growing Up New Mexico. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)
Committee Review:

Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021 Governing
Body: 05/12/2021

g. Request for Approval of the Airport Coronavirus Response Grant Program (ACRGP) Grant Award No. 3-35-0037-055-2021, and Corresponding Budget Amendment Resolution (BAR), in the amount of $1,570,927. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)
   1. Request for Approval of BAR to Budget the Federal Funding of $1,570,927.

   Committee Review:
   Public Works and Utilities Committee: 04/26/21
   Finance Committee: 05/03/21 Governing
   Body: 05/12/21

h. Request for Approval of Governmental Project Funding Agreement with New Mexico Office of the State Engineer – Dam Safety Bureau for Completion of the Nichols Dam Outlet Conduit Rehabilitation Design Work as it Relates to Dam Safety in the Amount of $422,167. (Brian Snyder, Public Utilities Engineering Supervisor, bksnyder@santafenm.gov, 955-4277)
   Committee Review:
   Public Works and Utilities Committee: 04/26/2021
   Finance Committee: 05/03/2021 Governing
   Body: 05/12/2021

i. CONSIDERATION OF RESOLUTION NO. 2021-24. (Mayor Webber)
   A Resolution Relating to a Request for Approval of Third Quarter Budget Amendments for Fiscal Year 2020/2021. (Andy Hopkins, Budget Analyst, ajhopkins@santafenm.gov, 955-6177)
   Committee Review:
   Introduction: 04/28/21
   Finance Committee: 05/3/21
   Public Works and Utilities Committee: 05/11/21
   Governing Body: 05/12/21

   This Item was pulled by Mayor Webber.

   Mayor Webber turned to Councilor Lindell as Vice Chair.
   Mayor Webber and Councilor Vigil Coppler left the meeting.

j. **Request to Publish Notice of Public Hearing on June 9, 2021.**

Consideration of Bill No. 2021-11. An Ordinance Regarding the Independent Salary Commission; Amending Section 6-19.3 SFCC 1987 To Reassign the Authority to Appoint the, Members of the Commission to the Ethics and Campaign Review Board and to Reassign the Authority to Appoint the Commission's Chairperson to the Commission's Members; and Amending Section 6-16.2 SFCC to Add the Duty of Appointing the Independent Salary Commission Members to the Ethics And Campaign Review Board's Powers and Duties. (Councilor Garcia, Councilor Lindell, and Councilor Vigil Coppler) (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

COMMITTEE REVIEW:

Governing Body (Introduced): 04/14/21
Quality of Life Committee: 04/21/21
Public Works and Utilities Committee: 04/26/21
Governing Body (Request to Publish): 04/28/21
Finance Committee: 05/3/21
Governing Body (Public Hearing): 06/09/21

Ms. Bustos-Mihelcic read the caption for this matter.

Councilor Garcia asked why the date was changed.

Ms. Bustos-Mihelcic explained it was because guidelines were added.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt-Sanchez, to publish Notice of the Public Hearing as presented.**

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

For: Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, and Councilor Romero-Wirth.

Against: None. Mayor Webber and Councilor Vigil Coppler were not present for the vote.

Mayor Webber and Councilor Vigil Coppler returned to the meeting after the vote was taken.

k. **Request to Publish Notice of Public Hearing on June 9, 2021.**
CONSIDERATION OF BILL NO. 2021-13.
An Ordinance Amending Subsection 14-3.7(F), Notes 15 and 16 of Table 14-7.2-1, and Subsection 14-9.6(B) to Allow the Minimum Lot Size to be 1.25 Acres for a Lot Created Through an Inheritance or Family Transfer Subdivision and that Results in Only One Additional Lot; Amending Subsection 14-7.2(B) to Require Rounding Down of the Calculation of Maximum Number of Dwelling

Units for a Family Transfer Subdivision Where Neither Public Sewer nor Public Water are Available; and Amending Subsection 14-9.6(A) to Require Proof of Adequate Septic and Well Assurances Prior to the Approval of an Inheritance or Family Transfer Subdivision that Lacks Public Sewer and Water. (Councilor Abeyta and Councilor Lindell) (Eli Isaacson, Planning and Land Use Director: esisaacson@santafenm.gov, 955-6830)

Committee Review:

Introduced: 03/31/21
Planning Commission: 05/6/21
Public Works and Utilities Committee: 05/11/21
Governing Body (Request to Publish): 05/12/21
Governing Body (Public Hearing): 06/9/21

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION NO. 2021-25. (Councilor Cassutt-Sanchez and Councilor Rivera)

A Resolution Modifying the Frequency with which the City Manager Provides Written Updates to Every Other Regular Governing Body Meeting with Information Regarding the COVID-19 Response from the Police Department, Fire Department, Human Resources Department, and Office of Emergency Management and Safety when Santa Fe County is in the "Green" or "Turquoise" Level. (Jesse Guillen, Legislative Liaison, jbguillen@santafenm.gov, 955-6518)

Committee Review:

Introduced: 04/14/21
Public Works and Utilities Committee: 05/11/21
Governing Body: 05/12/21

Ms. Bustos-Mihelcic read the caption for this item. Mr. Guillen was available if needed.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Lindell, to approve the Resolution regarding COVID-19 reports as presented.

Discussion on the Motion:

Councilor Cassutt-Sanchez followed up on the conversation. We have had frequent discussions with the City Manager on this and decided the frequency could be changed for the updates. As the pandemic evolves, we take the opportunity to have less frequent updates and ease the staff burdens. However, if it goes back up and Santa Fe slips back to yellow or red, reports will resume at every Governing Body meeting.

Councilor Rivera agreed. Councilor Cassutt-Sanchez summed it up perfectly. We will see where we end up in next few weeks.

Councilor Garcia noticed this resolution goes only to June 30 and he was certain the pandemic won't be over by June 30. That is a very short extension. He asked why we couldn't go to year end.

Councilor Cassutt-Sanchez said the Governing Body can look at it again before June 30 and she could bring another resolution at the end of June.

Councilor Garcia hoped it would not go back up, but it is good to have that on the books in case we need a quick fix. It would be a little more efficient than a new resolution He didn't know if others would support that date change.

Councilor Cassutt-Sanchez wanted to make sure the recommendations from CDC were still applicable. She would welcome a conversation on what other information would be useful.

Councilor Garcia was trying to find what is to be included in the reports. He didn't see any specifics in the resolution. There could be additions to what has been collected in the last few months.

Councilor Cassutt-Sanchez pointed out that this just modified that original resolution.

Ms. McSherry agreed. It does make reference to it to determine what the report would look like.

Councilor Garcia still wanted to change the end date. He envisioned seeing this again. He would work with Councilor Cassutt-Sanchez on version 3.

Mayor Webber pointed out it does tie us to state levels. We don't know what will happen after the end of the FY.

Councilor Cassutt-Sanchez understood it has an assumption in it. She was in favor of reports to the end of the year. The pandemic is a dynamic situation, so it would need to come back.

Councilor Rivera, as cosponsor, said Councilor Cassutt-Sanchez has done a great job. We do have a standing date with Director Ochoa and Manager LaPan Hill and as we continue, there will probably be more adjustments and we could be ready to make changes on the fly.

Councilor Cassutt-Sanchez was amendable to adjustment of the time.

Councilor Garcia agreed to meet again in next few weeks for any possible changes.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

b. Request for Ratification of a Grant Agreement with the New Mexico Tourism Department for $300,000 to Support the Restart of the Group Business that Uses the Convention Center, Pursuant to SFCC 1987, Section 2-4.6(B). (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 955-6209)

Ms. Bustos-Mihelcic read the caption for this item and Randy Randall was present.

MOTION: **Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the Tourism grant agreement as presented.**

Discussion on the Motion:

Director Randall explained what this grant agreement was. This is a New Mexico Tourism Department grant to help Santa Fe restart the Convention Center and accreditation of the facility. It will allow us to demonstrate to the public that we are following very safe practices.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

12. **MIDTOWN OVERVIEW**

Economic Development Department Overview of the Midtown Bi-Weekly Development Update Report. Report. (Daniel Hernandez, Project Director at

Proyecto LLC; and Rich Brown, Director, Community & Economic Development Department, rdbrown@santafenm.gov) **INFORMATION ONLY**

Presentation: Existing Buildings and Furniture Fixtures & Equipment (FF&E)

- Sam Burnett, Midtown Property Maintenance Manager
- Daniel Hernandez, Proyecto, Midtown Project Manager
- Robert Lambert, Arts & Culture Office, Assistant Director

Director Brown presented and shared his screen for the update. He noted that Mr. Lambert was not present tonight.

Mr. Burnett said this update was about development planning process at Midtown including goals for rehabilitation and reuse of buildings, using values established by the community and Midtown guidelines. Secondly, it was to identify and preserve buildings for the greatest benefit to the community and City. The third part was to identify experienced partners to rehabilitate and reuse the buildings identified as early project start.

He said the second layer was a set of evaluation criteria: 1 – Civic Value, 2 – Return on Investment, 3 – Quality of Construction, 4 – Environmental Mitigation Cost, 4 – Building systems costs – (MEPS), 5 - Code Requirement Costs, 6 – Adaptability for Reuse.

Three Building phases would be followed: Buildings to be preserved for permanent reuse, Demolition Phase 1 for buildings with no reuse value, and Demolition Phase II for temporary uses of 1-5 years.

Mr. Burnett showed the site view and identified various buildings on the campus, providing comments on the values placed on them.

Mr. Hernandez showed a list of presentations to the Governing Body and then showed those that are upcoming. He shared the two websites for the presentation tonight and invited questions.

Councilor Garcia asked what the role of the Governing Body will be with the future of buildings. He asked if only the Staff would decide what gets demolished or if it would be with the Governing Body's final approval.

Director Brown said it is the Staff that drives the planning process through the resolution. As we get to the MP process.

Ms. McSherry pointed out that this is a preliminary plan, and some decisions might trigger a Governing Body review but that is not automatic.

Mr. Hernandez agreed and observed they won't be seen in isolation from each other. The Governing Body will be approving the MP and the bigger development plan.

Councilor Garcia saw we are in the middle of the MP plan and then it would come to the Governing Body with overall specifics on what development will happen, which will be restored, and which demolished. And the final decision will be made by the Governing Body.

Mr. Hernandez agreed.

Councilor Garcia asked regarding the RFEI if there was a reason why the other applications have not been shared. Many community members want to know what was proposed by the others.

Director Brown yielded to Ms. McSherry.

Ms. McSherry explained that at the time RFEI was issued, we said at the time of award that all other applications would have been made public, but we did not make an award. So we follow the guidance of the Ethics Commission who gave a very detailed finding. She said if an offeror decides to withdraw, it could be made available.

Councilor Garcia understood it is a very complicated process. It is confusing and the two separate processes should be lumped together. He would schedule time with Ms. McSherry to get clear on that.

He asked if the Governing Body is going to talk about the remainder of assets aside from buildings. We have not talked about that and there is great interest on that topic.

Mr. Burnett said the other assets will be presented on June 9 and June 23.

Councilor Garcia thanked the three presenters.

Councilor Rivera asked Mr. Burnett if the Café in phase 2 was the cafeteria.

Mr. Burnett agreed. It was referred to as the Café.

Councilor Rivera thought that was built when SFAUD took over.

Mr. Burnett said it was, so it is less than ten years old. It presents a complicated dilemma because it is an addition of St. Michael's Hall which was a dormitory.

Councilor Rivera asked how much safety and cost entered into the equation.

Mr. Burnett said the ADA, fire monitoring, etc. entered in. Safety was not an issue with this building. But how to modify St. Michael's Hall to be used in the future was. It was cost more than safety to determine what makes the most sense.

Councilor Vigil Coppler said there was an EDAC meeting today and we got the AIA letter today. They want to be involved in the study of buildings on this property and to assess the historic value and whether any of them should be on the State Register. It seems to be a valid request. She thought that should be included in the plan for existing buildings. We should know sooner than later regarding demolition to make sure we are on the right track.

Mr. Burnett agreed absolutely. One primary driving factors is identifying those cultural and historic buildings and the team will be gathering information from others like AIA and paying attention to them. So that will be taken into consideration.

Councilor Vigil Coppler said another concern was Administration making decisions on selling property. She knew Director Brown said that would not happen, but the Governing Body was left out of the decision on going back to other offerors. And the Governing Body is not having a say so. There is still some concern for that happening. Another concern raised was that we have not been presented any budget for this process.

Councilor Vigil Coppler asked what this is costing us and whether it would have been as much with a Master Developer. We heard many times from Mr. Hernandez about ROI. What is our investment? That was why she was asking the question. She thought the Governing Body should see a running report on the costs at each step of the process since it is taxpayer money, and the Governing Body needs to be responsible and transparent with them. Maybe we are saving money but maybe not. So what are spending today to get where we want to go? She requested the project costs be shared. EDAC wants to see that report as well.

Councilor Vigil Coppler asked if there is an inventory available that Councilors could see on the website or get it some other way. There are recordings, artwork, fixtures, etc.

Mr. Burnett said the team has a few different inventories. Arts and Culture has kept all art and some other fixtures. He listed many inventories they have available. Some are very detailed and robust, and some turned over by SFAUD with a little grayer area. He or Mr. Hernandez would be glad to share them.

Councilor Vigil Coppler understood that at the time of abandonment, some people took furniture (legally) and moved it somewhere else.

Mr. Burnett clarified the inventories they have were those transferred to the City. In only two cases were inventories transferred off campus. One was to a state facility and SFAUD transferred some to St. Michael's College.

Councilor Vigil Coppler said her concern was just keeping track of everything. She had heard some employees saying furniture they had was from Midtown. How are we tracking where that inventory went?

Mr. Burnett said he had a spreadsheet and photographs for those transfers. He has been tracking those. It is not extensive, but we are definitely keeping track of it.

Councilor Vigil Coppler said the inventory is part of Finance Dept and included in the audit process. So we need to track all of it. It also has to do with how much our assets are worth and how much this is costing us. She was interested in knowing where to access it and that everything is accounted for.

Director Brown explained that such an inventory may not be publicly accessible to figure out the risk involved. Some valuable assets might need to be kept more confidential than exposing it to a public website.

Councilor Vigil Coppler understood.

Mayor Webber thanked them and noted it was 5:53.

13. MATTERS FROM THE CITY MANAGER

Manager LaPan Hill said regarding the bilingual pay update, that the City has completed the first day of testing. Nine employees signed up, seven showed up and passed the test. They will receive the bilingual pay.

For the discussion on hiring and who wants to work where. The City has partnered with people coming out of military for our active recruitment of technical jobs. They are doing active recruitment for us.

Because of the most recent COVID report, the City is entering a new phase on what happens at the end of June when we might be 60% fully vaccinated. We might return to in-person work. A number of operations are already open, and we are doing phased reentry. She suggested that we convene a study session for the Governing Body to talk through some of the details of returning to work and suggested May 25 for the study session. It will be publicly noticed, and she asked for feedback from Councilors and understanding the technical constraints. She will send out a notice on it and ask for feedback.

14. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry recommended a closed session under Sections 10-15-1 (H)(7) and (8) to continue the session begun last time including 730 Alto Street.

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(7) and (H)(8), Completion of the Attorney-Client Privileged Quarterly Update that Began During the April 28th, 2021 Governing Body Meeting Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, and Discussion of Property Disposition, Specifically Property Located at 730 Alto Street. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

MOTION: **Councilor Rivera moved, seconded by Councilor Romero-Wirth, to go into executive session to discuss the matters listed on the agenda and recommended by the City Attorney.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Councilor Abeyta announced he would recuse himself during the discussion on 730 Alto Street.

The Governing Body went into closed executive session at 5:59 pm and ended the executive session at 8:03 pm..

MOTION: **Councilor Rivera moved, seconded by Councilor Romero-Wirth, to leave the closed session, stating for the record that the only matters discussed were those listed on the agenda.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

Mayor Webber apologized to the public for the wait.

15. MATTERS FROM THE CITY CLERK

Ms. Bustos-Mihelcic announced the banners were up on the bandstand and a video was available on social media.

16. COMMUNICATIONS FROM THE GOVERNING BODY

a. Legislative Introductions

Councilor Rivera, Councilor Abeyta, Councilor Cassutt-Sanchez, and Councilor Romero-Wirth had nothing to communicate.

Councilor Garcia thanked the City Manager for providing how we can reopen our City. He was looking at the libraries and knew other cities have opened theirs. Pools are open and we need to open with in-person meetings. BTAC is anxious to do so. It is good to have the meetings in person. Happy belated Mothers' Day.

Councilor Vigil Coppler thanked the Public Works Staff for hanging the veterans' banners. We were able to hang the first veterans that are 100 years old and still living both of them were present at the ceremony. They hung a banner for Senator Ben Ray's grandfather for the first time and Senator Lujan's mother was there.

She also thanked the Police and Fire Departments for the drive-by for Stella's 101st birthday. They don't look 100. They look young and are wonderful people.

Councilor Vigil Coppler was concerned about deterioration of the golf course grounds and lack of Staff. It is more costly to bring the grounds back. She is getting calls about it. She didn't know if we lost our golf superintendent.

She would like to know about the evaluation process for the City Manager.

Councilor Lindell introduced an ordinance to require the City Manager to reside within ten miles of City boundary and a second was to require the Chief of Police to reside within ten miles of City boundary and the third was to require the City Fire Chief to reside within ten miles of city boundaries. She thanked Mayor Webber and Councilor Rivera for cosponsoring. She explained, before it gets misinterpreted, that the ordinance applies to future hires of those positions, not present ones.

Secondly, she introduced an ordinance amending 23-6.2 to remove the minimum wage duration of six months for leases on City property permitting the sale and

consumption of alcohol. She explained it has to do with restaurants having an extended area in front of their business premises.

Mayor Webber announced the opening of Bicentennial pool. May is Mental Health Month. He commented that part of coming out of COVID has many people feeling stress. NAMI is supporting a walk for Mental Health. It is also Asian American Heritage Month. Be mindful as we celebrate diversity.

He said the good news was when we saw the GRT report for February which is a 90% gain over last February. We are looking at a 9% GRT gain, year over year. Fellow Santa Feans can see how we are rebounding, and local stores are seeing more business than we could have anticipated. It doesn't mean we are out of the woods. Let's encourage everyone to get vaccinated. We are now at 70% and it is time to press forward.

The Governing Body moved to the evening session.

EVENING SESSION – 8:18 P.M.

17. **ROLL CALL**

Members Present Remotely
Mayor Alan Webber
Councilor Roman "Tiger" Abeyta
Councilor Jamie Cassutt-Sanchez
Councilor Michael J. Garcia
Councilor Signe Lindell
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor JoAnne Vigil Coppler

Members Excused
Councilor Renee D. Villarreal

18. **PETITIONS FROM THE FLOOR**

Rachel Thompson asked about the Richards extension project status. The Traffic Management man who was handling this was John Romero, who is no longer with the City. So she wrote to Lee Logston in the latter half of April to find out who to contact and Javier Rosado was given to her as the person to contact. So she asked for an update from him for an update and got nothing back. She then wrote to Councilor Vigil Coppler on May 3 and have not heard anything back. Her understanding was that the project was in design stages. The last communication

through her Neighborhood Association meeting was a community meeting over a year ago and there was to be a follow-up meeting but had none. She just wanted an update now that project was becoming active again.

Stefanie Beninato said she thought she heard during the Midtown Report that it would take one to five years of research and planning on that site. She asked, if that was the case, what was best for Council. She thought the City should acknowledge we had a Japanese internment camp there during the war. We need to get better.

She also was critical of pool re-openings. She noted that only 8 people at most can be in the therapy pool. People could be sitting on the side of the pool. She hoped the City will open the Salvador Perez soon. [Some of her petition was distorted and could not be accurately transcribed.]

There were no other petitions from the floor.

19. **APPOINTMENTS**

a. Children and Youth Commission

- Richard Lindahl – Reappointment – Term Ending 01/2023
- Elisabeth "Lisa" G. Salazar – Reappointment – Term Ending 01/2024
- Andrea Sandoval – Reappointment – Term Ending 01/2024
- Crystal Ybarra – Reappointment – Term Ending 01/2024
- Sarah Amador-Guzman – Appointment – Term Ending 01/2024
- Kendal Chavez – Appointment – Term Ending 01/2024
- Chanelle Delgado – Appointment – Term Ending 01/2023

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the appointments to the Children and Youth Commission as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

b. Human Services Committee

- Christina Bruce – Appointment – Term Ending 03/2023
- Emily A. Haozous, PhD, RN, FAAN – Appointment – 03/2023
- Carrie Thielen, MPH, RD – Appointment – Term Ending 03/2024

MOTION: **Councilor Lindell moved, seconded by Councilor Garcia, to approve the appointments to the Human Services Committee as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION NO. 2021-26. (Councilor Rivera, Councilor Romero-Wirth, Councilor Vigil Coppler, and Councilor Villarreal) A Resolution Proclaiming Severe or Extreme Drought Conditions Exist in the City of Santa Fe; Imposing Fire Restrictions Between May 12, 2021 and June 9, 2021; Restricting the Sale or Use of Fireworks Within the City of Santa Fe and Prohibiting Other Fire Hazard Activities. (Geronimo Griego, Acting Fire Marshal: gggriego@santafenm.gov, 955-3317)

COMMITTEE REVIEW:

Introduced: 04/28/21
Quality of Life Committee: 05/5/21
Governing Body: 05/12/21

Ms. Bustos-Mihelcic read the caption. Marshal Geronimo Griego was present if needed.

Questions from the Governing Body:

Councilor Rivera said he spoke to the drought issue last time, and the State Law requires this be done each month until the drought is over. He thanked the Councilors who chose to be cosponsors.

Public Comment:

Stefanie Beninato, PO Box 1601, said she supported this resolution. She noted there were campfires in the forest this past weekend.

Action of the Governing Body:

MOTION: **Councilor Rivera moved, seconded by Councilor Lindell, to approve the resolution as presented.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

b. **Appeal #2021-3393-APPL of Case #2021-3111-HDRB.** Appeal by James and Jay Heneghan of the Historic Districts Review Board's Denial of an Application to Construct a New Single-Story Residence at 314 North Guadalupe, in the Westside-Guadalupe Historic District (Sally A. Paez, Assistant City Attorney, sapaez@santafenm.gov, 955-6501)
COMMITTEE REVIEW:
Governing Body: 05/12/21

Ms. Bustos-Mihelcic read the caption for this item.

Mayor Webber reviewed the process for this hearing - Disclosures, Staff Report, Appellant's response, sworn public comment. Questions by Governing Body, closing statement by appellant, close public hearing, discussion and vote.

Disclosures:

Councilor Vigil Coppler disclosed that as former District Court Clerk, her name was on the attachment and that did not affect her judgement.

There were no other disclosures.

Staff Report

Ms. Paez announced that Mr. Karl Sommer was the attorney here on behalf of the Applicants.

She had Director Isaacson and Ms. Ramirez Thomas here to answer any questions. She explained it is quasi-judicial hearing and Councilors act like judges in the de novo hearing. Her role was to explain what the Historic Review Board did, relevant facts and applicable law, and to assist the Governing Body.

She shared her screen for presentation of the case and identified the property on Guadalupe near Paseo. The existing bungalow, built in the 1920's, was designated as a Contributing structure to the Westside-Guadalupe Historic District. The owners' proposal was construction of a 2,540 square foot Spanish-Pueblo residential structure, set between the

existing house and Guadalupe Street. The bungalow is set back more than 100 feet and located near Jose Street.

Ms. Paez showed a view from Jose Street, a wall at the alleyway and a vehicular gate that would access the new structure. She showed the architect's drawings of the proposed new house and floor plan. The site plan showed the lot as long and narrow.

She showed the Findings of Fact and Conclusions of Law for the denial and read them aloud for the Governing Body. A primary reason for the denial is that the new house would block the view of the historic bungalow from the street and its contribution to the streetscape on Guadalupe.

The Appellants argue the decision was not consistent with two other similar cases that involved view corridors. Our current ordinance does not authorize the City to protect a view corridor to a designated structure.

One of the cases involved impairing a view of the Cathedral and the Loretto Chapel. The view corridor at the Cathedral was not historic and the proposal did not involve alterations of the Loretto Chapel. Although the Governing Body upheld the Historic Board's denial, the District Court reversed that decision. The City's authority to preserve open space is limited under the Code.

The second case was at 535 East Alameda, owned by Palacio Azul, which involved the Ashley Pond House whose view would be blocked by the proposal. The Governing Body reversed that decision of the Historic Board's denial on the basis the views of the Pond House were still present on both Palace Avenue and East Alameda. And the proposed project would not cause the Ashley Pond House to lose its historic status.

At this meeting, the Governing Body's job was to consider whether the H Board's facts and findings were supported from evidence presented here would either deny the project or uphold the appeal. The Board was to rely on the Code's applicable provisions and whether the Board's decisions were distinguishable for compliance with the Code. The H Board relied on the Board's authority in the Code, specifically, first was, "Removal of historic materials, or alteration of architectural features and spaces that embody the status shall be prohibited." The front yard was considered part of the architectural space that embodies the space of the contributing structure. The City can regulate open space only in that provision. The question was whether this space fit that provision.

The second reason the Board denied this project was that the status of a contributing structure shall be preserved. In this case, the H Board found

the bungalow would lose its contributing status and exercised its discretion to deny the proposed new construction.

Ms. Paez reviewed Definition of Contributing Structure and then reviewed the 1985 HCPI (Historic Cultural Properties Inventory) in light of the elements of the Definition. She explained that 1985 was the year when a lot of properties in all historic districts were inventoried by the City and assigned a status when they received a State Grant for that purpose.

She reviewed City files regarding the establishment of the Westside Guadalupe Historic District from 1920. She showed its boundaries and presented excerpts from City reports in the files about the Historic District.

She read a recap of the Board's reasons for denial and shared Exhibit J: the Decision Tree for the Board's help in making the decision. She listed the two motion options and concluded the Staff Report.

Appellant Presentation.

Karl Sommer, PO Box 2476, Santa Fe, said he did not mind being sworn and was glad to follow the process. However, Mayor Webber said they usually did not swear in lawyers.

Mr. Sommer said, "I am under oath as a lawyer and my license requires that I be honest without as a tribunal." He explained he was here on behalf of his clients, Jay and Jim Heneghen. He noted the Applicants were in his office and can hear the proceedings. "Jay and Jim live here in Santa Fe, they work in Santa Fe, and raised their three kids here and own a business which is a software company in the behavioral health arena. Jim is a child psychiatrist. And they still have children in school here. They have owned this property for a couple of years and would like to build their house here. They looked into buying this property and checked things out and you will notice in the packet that every aspect of zoning applicable to this property under the BCD has been met. Every aspect of setbacks, height and parking. There are no open space requirements. So this property meets the density they want for their house on this property."

People invest in this town after looking at the rules. And the rules in this historic district are fairly straightforward. The Courts have had a chance to tell us how they work in specific instances. The Staff are here, and the Staff reports from Ms. Ramirez Thomas said this application meets all the design criteria of the Historic District.

The Historic District Ordinance has two components. One is design: height, windows, etc. The other is the historic preservation component – a regulation of structures that define the character of the District. Staff has

told you that this application does comply with every design criteria. The Board said it met all design criteria. But the H Board is applying a new and novel approach to the H District Ordinance which he felt was a dangerous one. “They regulate on three basic ideas.” So they turned it down for three reasons: first, because you would not see as clearly as you can right now the bungalow near the rear of this lot. He briefly explained that originally, this lot was much longer and was split into two lots. You can’t see it as well and a house in front would obstruct the view. Another reason was that this structure would remove the historic status of a contributing building. Those two reasons are clear and staff memo from Ms. Paez admits they were really not issues here. But the third reason is their murky one. They claim they get to regulate the open space on this property under the Historic Preservation Ordinance. “That is new and a misapplication of the law and that is why we are here tonight.”

Mr. Sommer shared his screen and showed #11 in their Findings of Fact, that the proposed structure would block the view of the contributing bungalow and diminish the bungalow’s contribution to the streetscape and the District. That was the very same issue in the Teme Ltd. Case and the Plaza Azul case. He talked about the property at the Inn at Loretto and described that project. The argument was that the proposed structure would be built so close to the Loretto Chapel that it would affect its status. The issue was decided in District Court and Zach Shandler wrote the report on it which included the City could not regulate the view. He added that his clients were here to argue it again. But the District Court decided that years ago and that issue is off the table here.

Ms. Paez’s flow chart admits that and her memo also admits that.

Next, the H Board found the status of the bungalow would be destroyed if they approved this. But the open space proximity was already decided in the Plaza Azul case (535 Est Alameda) where a garage was put in front of the Ashley Pond House. He quoted the decision which Mr. Shandler said the status relates to the physical integrity of the building itself. There was a roundabout way the Board got to that issue. The second issue is a non-issue. In the citations, you need to go to what a contributing structure is. He showed the definition again as it is in the Code. It does not include the spaces around the contributing building Here it was not by an association that made it contributing. It is not significant, but it is contributing.

He showed the HCPI for this property. In the HCPI there was no statement about the open space.

He also pointed out that among the characteristic for the Westside-Guadalupe District, it did not say anything about large lots. The Westside District is characterized by small yards. So, this property is an anomaly.

There were to be three homes on the back side of that lot and the lot was split when Jim and Jay bought it and Jay Parks was allowed to build three units on the back and the H Board approved all three homes and did not find that the open space around them was characteristic of the Westside-Guadalupe Historic District because it was not true. It was a recent innovation by the H Board to try to control growth. The conclusion is that view corridors don't work and the status argument doesn't work. And the spaces around that structure do not establish contributing status because the definitions does not include spaces. Section B-1 talked about altering a contributing structure and none of that is happening here. This is about building a new home and only the design criteria apply here. So this section doesn't apply.

What could apply was the part about architectural space. Architectural space is like a patio or something enclosed by architecture. But this space at Guadalupe has none of that. The H Board cannot regulate open space.

So the whole discussion in the FF/CL is a fabrication by the Board. They didn't care about the back yard but cared about the front yard. They liked it. The H Board inserted open space into the definition that is not in the Code.

Mr. Sommer concluded the Appellant's Presentation at 9:23. And he had no questions of Staff.

Sworn Public Comment

Stefanie Beninato, P.O Box 1601, Santa Fe, was sworn. She stated that this property had once had a lot of agriculture, landscaping and irrigation. It possibly also has an association with one of the first occupants of the Japanese internment camp who once lived on this property. The back lot development was allowed because it doesn't affect the two facades of the contributing structure. She suggested maybe asking the owners to relocate their house and a partial second story to minimize the footprint or to reorient the house so it would face the same direction. She pointed out that the City has emphasized economic promotion of agriculture.

Kathy Rivera, Post Office Box 363, was sworn. She said Mr. Sommer left off the term "new construction." She challenged the Governing Body to examine Chapter 14-5.2(D)(1)(b). As a lifelong neighbor, she was familiar with the history of the property and previous owners. This property was one was once flush with an orchard, gardens, chickens and a functioning well. A resident with a sizable front yard is now a rarity on Guadalupe Street. This is a request to build on the front yard of a contributing residence. This is not a vacant lot or a front lot. It is a lot of an existing

contributing building. And the contributing status is not new. And despite what Mr. Sommer says, the treatment of this contributing status is not new. This property was sold as contributing. The appellate court said it was contributing property and purchase of a front yard. Development was agreed and has only been a while on the back side of the property. The HDRB made the correct decision to protect the contributing status of this property. They correctly applied the Code as written. Any new construction would cause the loss of contributing status. The Board voted to honor the original house and preserve the existing streetscape. They were properly doing their job as stewards of designating properties. There is no compelling reason to reverse the decision of the Historic Board The Appellants cannot guarantee that the contributing status will not be lost. They have no evidence. If the development in this front yard is allowed, what does that say about the value of contributing status? What kind of precedence would it set if you allow this construction in a front yard of all contributing structures? This would not keep Santa Fe looking like Santa Fe. Also, the continued erasure of the tree canopy on this property would be a loss to the neighborhood and a step backward as far as Santa Fe's "tree smort initiative." As part of the decision-making process, she encouraged the Governing Body to view this front yard on Google Maps to see what would be eliminated. "Please choose to honor the stewardship of your Historic Board and uphold their decision. I ask the Governing Body to uphold the decision of the Historic Board and deny this request. Denying the request is the only way to ensure the property remains contributing."

There were no other speakers from the public regarding his hearing.

Governing Body Questions of Staff

Mayor Webber explained this portion was just for clarifying questions to anyone who has already spoken.

Councilor Rivera asked City Staff to reiterate the definition of architectural features and architectural spaces.

Ms. Paez asked Ms. Ramirez Thomas to respond.

Ms. Ramirez Thomas said, as she thought of other spaces that were defining characteristics in the downtown area, the one building that came to mind was the Federal Courthouse and the park associated with it. And consideration of that whole federal loop and the building itself - Staff and H Board have a unique perspective. Staff did review the design standards and found the request from the applicants did comply with the design standards. And there was no issue with the Board discussing that either. The viewshed does come into the discussion often but it is about the retention of what able to be read from Guadalupe Street on historic land

use. We have history all around us in every part of our lives. And we can read that via certain cues. The space of this yard is a cue. And there was some discussion about small lots characterizing this area, There were long lots in much of Santa Fe, especially along the river and Ms. Paez brought up the acequias and agricultural lots were common. That is the consideration of space on this property.

Councilor Rivera noted that Mr. Sommer brought up maintaining the character of the district. How can its status be maintained if the bungalow cannot be seen?

Ms. Ramirez Thomas said that is the sentiment. We have the ability to view and understand the history context all of which are the quality of life in the City that we enjoy. Anyone who grew up in Santa Fe might see it as a visual clue. This is an older lot on the streetscape and that history is embodied in the space that surrounds the structure. But that is not looking at the definition of Contributing.

Councilor Rivera understood the lot is not perpendicular and the bungalow would be blocked further from Guadalupe Street.

Ms. Ramirez Thomas agreed.

Councilor Rivera saw there is a business, One-Hour Martinizing, and another business that block the view of it.

Ms. Ramirez Thomas showed the site map.

Councilor Rivera noticed that one could see the bungalow from Jose Street.

Ms. Ramirez Thomas agreed.

Councilor Rivera asked how to retain the character of the district if you can't see the building.

Councilor Abeyta said he got confused with Mr. Sommer's presentation and Ms. Rivera, who spoke from the public. He asked if the bungalow is on the same lot.

Ms. Paez said yes and the proposed house is on the same lot. The lot used to be even further back, but the back was separated.

Councilor Abeyta asked, if the home is approved in front of the bungalow, would change the designation of the bungalow and if the owners would be able to make changes to the bungalow.

Ms. Paez clarified that change in that status would require a formal downgrade with notice and having a public hearing before the Board could make a formal determination. And if the status was downgraded, there are still requirements for a hearing at the H Board for any demolition the owners might consider.

Councilor Abeyta reasoned that regardless of the Governing Body's action, a formal process would have to be followed.

Ms. Paez agreed. And the Governing Body could also direct the Board to conduct an additional hearing.

Councilor Abeyta asked, regarding the visibility, if there is a provision in the historic code about blocking another structure. Is visibility defined by being in front of a major road?

Ms. Paez said the City Code does not include any requirement for public visibility. And we do have contributing buildings in the City that are not publicly visible. It is not a required element. We have contributing structures that lack visibility. Some structures might contribute more to the District by their visibility. There are style elements in this District on things such as vernacular construction, modest, smaller homes, choice of materials, etc. all of which are beyond visibility.

Councilor Abeyta asked, when Staff reviewed this proposal, they considered those court cases at all or just separately.

Ms. Paez said she was not aware of those cases until they were brought to her attention. Some Board members were on the Board when those were decided but they were not discussed at the meeting.

Councilor Romero-Wirth asked how wide that property really is.

Mr. Sommer answered that the lot is approximately 60' wide and 140' from the house to the street.

Councilor Romero-Wirth said the Governing Body doesn't know for sure if the bungalow will lose its historic status if a building is put in front of it. She asked if that was correct.

Ms. Paez said that was her understanding.

Councilor Romero-Wirth asked what the H Board must look at to decide if it is not contributing.

Ms. Paez said they look at the same criteria.

Councilor Romero-Wirth asked what makes this bungalow contributing.

Ms. Ramirez Thomas said there is a big difference between the Ashley Pond House and the Loretto Chapel. Here, the Board's discussion was on the space in front of the bungalow that was characteristic of Westside-Guadalupe District. They were really talking about a view corridor that entered into it. But the long front yard before the house and thinking of things constructed behind the house don't have the same relation to the streetscape and what past use might have been like the front yard. Those other locations were different.

Councilor Romero-Wirth asked how many houses in this district have the same long front yard.

Ms. Ramirez Thomas said this is the only one left. All the others are much smaller lots. She had a 1939 Sanborn Insurance map. In 1930 there was already a small development along Guadalupe, but this one is unique.

Councilor Romero-Wirth asked Director Isaacson how he would define architectural spaces.

Director Isaacson said they don't have to be constructed spaces but be nearby an architecture feature. This has just been the front yard, so it doesn't have architectural features to it. The code on open spaces is a question for Ms. Paez. But he felt the large front yard was an architectural feature.

Councilor Romero-Wirth asked what the difference was with a property that has lots of land.

Director Isaacson said he was looking at the interplay with the bungalow and it was hard to make a determination with a house on a big lot. The history of this lot does go back. This site is a continuation of the history of this property with historical value to it He was not sure his opinion was supported by the Code and how it is written on the value of a structure in this historic district.

Councilor Romero-Wirth asked what that meant and what the Governing Body could do with that.

Ms. Paez clarified that architectural space has to somehow incorporate the status. It wasn't about retaining historic integrity She could see an argument being made for the way it has evolved over time. The space is

part of the character of the historic district and associations of the district – not with a person or event.

Councilor Romero-Wirth commented even if it is the only one left or one of very few.

Ms. Paez said that is up to the Governing Body. This is the last stop for the City.

Councilor Romero-Wirth asked if she was familiar with the public comment on new construction.

Ms. Paez said that is in the preamble to this section. Here we don't have any alteration. But it says if the new construction causes existing building to lose its status, it shall be prohibited.

Councilor Romero-Wirth countered that the Governing Body doesn't know if it would lose its status because that is up to the H Board and they haven't decided. She thought one picture had a tree that blocked the view in the summer.

Ms. Paez agreed, when it was leafed out. But trees are not part of H board jurisdiction.

Councilor Cassutt-Sanchez saw om the section of Westside Guadalupe there was no setback requirement, but she observed that most are set back about 15 to 20 feet. She asked how far back this one is.

Director Isaacson said the existing bungalow is 140 feet back from the right-of-way. And the only requirement is ten feet back in the zoning ordinance.

Councilor Cassutt-Sanchez asked if the proposed house would be set back more than ten feet.

Director Isaacson agreed. It meets all zoning regulations.

Councilor Cassutt-Sanchez said she was struggling with how this property contributes to the character of the neighborhood when the setback is so unique.

Ms. Ramirez Thomas agreed the lot is unique because surrounding lots have been subdivided over time. It was not unique in the past.

Councilor Cassutt-Sanchez asked her how this property contributes to the neighborhood.

Ms. Ramirez Thomas pointed out that Mr. Sommer discussed the design aspect of it; the architectural features, height, etc. You could do setbacks and things like that Then there are physical characteristics of what was in the history. The character of the neighborhood has changed and anything over 50 years old is historic. We want to honor all elements. And not erase elements. All of those elements tell a history of the neighborhood.

Councilor Cassutt-Sanchez didn't see that it must be like Guadalupe Street.

Ms. Ramirez Thomas explained it is more about the embodiment of different characteristics. So downtown is different from Guadalupe or Don Gaspar District.

Councilor Cassutt-Sanchez understood a lot of development happened in the 1930's and there was little preservation of the lots and moving the neighborhood over the course of many years.

Ms. Ramirez Thomas agreed. You probably have some ideas on what has happened along Agua Fria. Historically, it was agricultural land backed up to the river and over time, lots have been divided in family lot splits and divided in other ways. That kind of change also happened in this district and in downtown Santa Fe. Canyon Road was more agricultural. More families filled it in - more houses on the lot, etc.

Councilor Garcia noted there was conversation earlier regarding space and interpretation of space and how it contributes to architecture and buildings. He asked if the Governing Body is looking at this lot because the open space makes it unique and that we must preserve the space.

Ms. Ramirez Thomas said that was the perspective of the Board. They were looking at that space as incorporating the character of the bungalow. That is what the Board was looking at.

Councilor Garcia recalled in the last land use case, the discussion went up and down the street. And if you look at Guadalupe here, it is highly commercial. When the Google vehicle drove by, there was a sign that said prime commercial land. You showed us the design of the house. He asked if the owners would have to build it within the design guidelines or if modifications could be done to the structure.

Ms. Paez clarified that when an owner gets approval, it does lock the owner into that project. They will build it according to the approvals but they could come back with a different design and could get that approved too.

Councilor Garcia wondered if the home could become a business.

Ms. Paez talked about commercial uses being permitted.

Councilor Garcia thought if it was a business or the owner decided to do a business instead of a house, it would not be out of line. And a road visual up and down Guadalupe would show it as in line with the streetscape.

Ms. Paez agreed. It could have something with similar massing. Clearly that type of use would be possible with this zoning.

Councilor Vigil Coppler wanted to, first of all, have a belief in case law. And she wanted to go back to that. Two important things, the court noticed was that the H Board could not regulate the view corridor. The Court of Appeals said building something next to an historic building would not change it. That case law is applicable here.

She asked Ms. Ramirez Thomas how she reconciled her difference.

Ms. Ramirez Thomas felt the Ashley Pond House and Loretto case were about someone standing on the corner and being able to see something. She thought that was not the main part of this case. The history of land use and what used to happen in this area embodied their decision.

Councilor Vigil Coppler understood and said she probably disagreed. She didn't get it.

Councilor Rivera referred to page 73 and 74 of the packet. He thought this project was looking like a house and a guest house. Do you know why it was looked at in that way, Director Isaacson?

Director Isaacson replied that the existing bungalow could become the accessory dwelling unit since it is less than 1,500 square feet.

Councilor Rivera asked then if the ordinance would require the main house to be built first.

Director Isaacson said no. The main house does not have to be built first. But the Code does restrict a guest house to be less than 1,500 square feet in area. If it were to become a guest house, new parking would need to be included.

Ms. Paez added the preliminary zoning review covered that possibility. All things were reviewed by the Land Use Department. Things could pop up later, but it does meet all the requirements for that use.

Councilor Rivera asked if they calculated the measurements by Google Earth or actually got the square feet dimensions by measurement.

Ms. Paez said they are required to submit drawings with actual measurements. So the area is calculated from those drawings.

Councilor Rivera asked if the bungalow has a basement and if that was included in the measurements.

Mr. Sommer offered the owners to answer.

Ms. Jay Heneghan was sworn and said the house has a half basement unfinished.

Councilor Rivera asked if the 1,300 square feet includes the basement.

Ms. Heneghan said it does include the basement.

Mr. Sommer added that the question has no bearing in the BCD. Density is not a question of number of residences. They could have two primary residences on this lot and meet the zoning requirements. So the idea that it has to be under a certain size is not necessary. It just have to meet the criteria of the zoning and not the number of residences on the property.

Director Isaacson looked for the section of the Code that could verify that.

Councilor Rivera didn't think he had ever seen a case like this where the main house was built after the accessory dwelling.

Mr. Sommer explained that there were three dwelling units on the back lot, three primary residences that were not accessory units. So, the back half of the lot proves what he was saying. The BCD does not have that requirement. It is a performance-based Code and the back lot proves that because it was approved.

Director Isaacson didn't find that issue in the Code.

Mayor Webber asked Ms. Ramirez Thomas, in looking at page six of the staff report, you are quoted as saying the yard landscaping cannot be part of the contributing status of the property. It is questionable as one that embodies the status. That sounds 180° opposite of what we heard tonight. He confessed he was a little befuddled.

Ms. Ramirez Thomas said she tried to make a distinction between the opinion of Staff for the evaluation of the project, and the decision and

evaluation of the project from the Board. Her opinion, in looking at the case, it the primary consideration in Staff's point of view, was on the design of the building. But she didn't disagree with the Board in terms of their perspective on the long yard space and embodying status. But as Staff, that was not the way it was being previewed.

Mayor Webber said it sounds like the issue of view corridor and disrupting the view of the bungalow has been decided by the court of law and if we disregarded it, the Governing Body could once again be subject to a lawsuit. So an interruption of the view corridor seems to be a moot point.

Ms. Paez added that the phrase "view corridor" is not a defined term in the Code. It depends on the Governing Body. She asked if there was something else the Board saw.

Mayor Webber said you were talking about the space in front of the bungalow. He asked if she said we cannot regulate trees.

Ms. Paez said the H Board has no authority on regulating trees or landscaping. She also clarified that the H Board has no authority for regulating trees.

Mayor Webber recalled a comment that this was once an orchard.

Ms. Paez thought it was a public speaker who made the comment.

Mayor Webber asked, if it were an orchard now and owners wanted to cut down the trees, would that violate our Historic Ordinance?

Ms. Ramirez Thomas said no. The orchard would be in the same category. The historic code would not regulate, and zoning would have more purview.

Mayor Webber wondered if we would not be able to prevent an orchard being cut down by the historic ordinance.

Ms. Ramirez Thomas agreed.

Mayor Webber surmised that cutting down trees would not be stopped but putting a residence in could be prohibited.

Ms. Ramirez Thomas went back to the example of courthouse and the embodiment of the space more than the items in it.

Mayor Webber asked Director Isaacson if he found the place in the code.

Director Isaacson said Mr. Sommer is correct in this interpretation of the Code for the BCD.

Councilor Rivera asked Director Isaacson about saying there would be some other kind of evaluation.

Director Isaacson said on the calculation of floor area, an additional residence could be built on this property without respect to the floor area. . And the existing dwelling unit could be retained. Size does not matter in that relationship.

Appellant's Closing Statement.

Mr. Sommer noted that Ms. Ramirez Thomas was not sworn as a witness and none of it was subject to cross examination although he had questions for her. So he would move to his closing argument.

Mr. Sommer pointed out that when he started this and when Ms. Paez started, the Governing Body is sitting quasi-judicial and will make a decision de novo after reading the law and determining on the facts. That was all the owners wanted the Governing Body to do. But this discussion didn't go anywhere near where the law is written.

He showed on his screen that the law is talking about something and one of the questions he would have asked her - She has a great deal of experience and expertise. She is very highly educated about these matters. And he would have asked her, when the H Board is determining this of the Governing Body in an appeal, whether a structure is contributing, significant or noncontributing structure, they do not ever go to this provision dealing with architectural spaces. That is not part of the process because this portion of the ordinance is not part of the designation portion of the Ordinance. The H Board goes only one place and they do an analysis. And they look at that definition. And what the definition does not have is open space.

Councilor Romero-Wirth asked some very poignant questions about the historic association in the Ashley Pond House and Loretto Chapel cases. What makes this property important under the ordinance? The way the Board goes for the answer is to the HCPI forms data.

Mayor Webber interrupted to tell him the City Attorney ruled he has the opportunity to ask questions of Ms. Ramirez Thomas.

Mr. Sommer asked, "Could you state your educational background?"

Ms. Paez recommended swearing her in.

Ms. Ramirez Thomas was sworn and answered Mr. Sommer with her educational background. She has been an employee at the City for three years.

Mr. Sommer asked, “Did you apply this ordinance to all the cases on designation of a building’s status? And you have much familiarity with the HCPI report?”

Ms. Ramirez Thomas said, “Some, yes.”

Mr. Sommer said, “And you looked at both HCPI reports in this case?”

Ms. Ramirez Thomas said that was correct.

Mr. Sommer asked her if neither of those HCPI reports talked about this structure being agriculturally related?

Ms. Ramirez Thomas agreed.

Mr. Sommer asked if the HCPI reports associated this property with somebody that was important to Santa Fe.

Ms. Ramirez Thomas said no.

Mr. Sommer asked if she did not see this property associated with any important event to Santa Fe’s history.

Ms. Ramirez said that was correct.

Mr. Sommer said, “So you agree the reason this building was designated contributing was because of the design features of this building, which were because of its bungalow style and others according to the HCPI why it was important historically. Correct?”.

Councilor Rivera had a point of order. He said Ms. Ramirez Thomas is not on trial here. And all questions must go through the Mayor.

Mayor Webber thanked Councilor Rivera for his comment and agreed we don’t want badgering to go on here.

Mr. Sommer said he was not attacking her credibility at all, but her testimony was helpful to what he was saying and she didn’t get the opportunity to testify about it.

Ms. McSherry pointed out the schedule did not anticipate new evidence to be introduced so we often don't swear in Staff members and Mr. Sommer pointed out that new evidence was introduced. It is not always something that happens in appeal procedures. But when it is, we could allow for cross examination.

Mr. Sommer said he was finished asking those questions. And if Ms. Ramirez Thomas felt attacked, he apologized. I brought out her information because it is truthful. He thanked Ms. Ramirez Thomas.

Mr. Sommer explained the point he was making was straightforward. It is clear under the ordinance and the decision made, that the denial was decided first in the Pond case - the Plaza Azul case definitively and this one is no different here. It is exactly the same and that the status will be destroyed by construction that doesn't touch it has already been definitively determined. As he said before, it comes down to one question. And that is, do you ever get to the question that the ordinance, as a matter of historic preservation regulates open space? There is nothing in the ordinance that says the Board gets to regulate historic open space. Nothing in the code allows that. But that is what the H Board was doing here.

The Governing Body could change the ordinance. But more importantly, sitting here reading the law as it is now, doesn't say that. We have tried in many ways to get to the place where the H Board's decision makes sense and we cannot.

He added that if the Governing Body wanted to give that authority to the H Board to regulate open space in the historic districts, you could. But you have not allowed the H Board to do that and for good reason. If you allowed it, we would have an outcry from other owners in the historic districts. If they found out the H Board regulated open space and the owners could not do anything on it, it would become a real problem, not only from a practical standpoint, but an injustice to property owners. Jim and Jay bought this property after reading the ordinance that applies to it and rely on it as written.

This is an attempt to expand what is not there. the regulation of open space by the Historic Board. One thing that is absolutely clear: This ordinance does not say you can gauge new construction if it preserves the character of the district. That is not the criteria for new construction.

The preservation of a District is preserved in the regulations that exist – all the design regulations and all the designations of historic properties. And that is how it is done, not through "this open space is good and that open space is bad." That is not fair to property owners. This case denial is not

supportable under the law and your Staff has pointed in that direction. That after decades of dealing with this issue, here we are at it again and that is not fair.

Mayor Webber declared the public hearing is closed.

Action of the Governing Body

MOTION: **Councilor Abeyta moved, seconded by Councilor Vigil Coppler, to grant the appeal.**

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: Councilor Lindell, and Councilor Rivera.

Mr. Sommer thanked the Governing Body for their time this evening.

c. Request Approval of Annual Action Plan describing how HUD resources will be used for the upcoming program year (Alexandra Ladd, Director, Office of Affordable Housing, agladd@santafenm.gov).
Committee Review:
Public Works and Utilities Committee: 04/26/2021
Finance Committee: 05/03/2021
Quality of Life Committee: 05/05/2021
Governing Body (Public Hearing): 05/12/201

Ms. Bustos-Mihelcic read the caption for this item.

Staff Report

Director Ladd said the action plan is submitted every year to HUD to describe how we will use the funds. We must follow a template and she tried hard to create an executive summary.

She said they are also required to do various forms of outreach in addition to this hearing and we send out a survey for funding priorities and a 30-day comment period and we don't get very much interest but are working on updating our public outreach and will work this year through Metroplex which will improve our outreach.

She observed that our application is weighted heavily toward public services because they are intended for those in need of housing assistance. It is a huge need in our community. So we can never fund them in the amount requested. The biggest portion is for mortgage reduction through Homewise.

The no interest loan is offered. We should get some new homebuyers with this plan.

Public Comment:

Michael Barrio said, regarding the actual grant, that he believed this addresses the housing need for community housing and the projections demonstrate the ongoing need to be addressed with this plan. Thank you.

There were no other public comments.

Governing Body Questions

Councilor Vigil Coppler asked Director Ladd if the $300,000 to Homewise was for principal mortgage reduction but nothing was going to the Santa Fe Housing Trust. Does this mean that a buyer must go to Homewise to get this or if Homewise could help one who went through Santa Fe Housing Trust.

Director Ladd explained that the Santa Fe Housing Trust did not apply for funds. But they have other funding sources that could be used. They are in a transition right now and probably didn't want to take on the burden of the federal grants this year.

Councilor Vigil Coppler read in the newspaper that Habitat for Humanity had $80,000 but they were not mentioned in the cover memo. So she asked if the yare getting $80,000 or not.

Director Ladd said they are getting $80,000 and it was a mistake in the cover memo.

Action of the Board

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Cassutt -Sanchez, to approve the HUD Annual Action Plan as presented.

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

For: Mayor Webber, Councilor Abeyta, Councilor Cassutt-Sanchez, Councilor Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilor Vigil Coppler.

Against: None.

21. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:09 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine M. Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
May 12, 2021

The Governing Body of the City of Santa Fe met in an executive session duly called on May 12, 2021 beginning at 6:04p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Parts (H)(7) and (H)(8), Completion of the Attorney-Client Privileged Quarterly Update that Began During the April 28th, 2021 Governing Body Meeting Regarding Threatened and Pending Litigation in Which the City of Santa Fe Is or May Become a Party, and Discussion of Property Disposition, Specifically Property Located at 730 Alto Street. (Erin K. McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6512)

PRESENT
Mayor Webber (Attended Virtually)
Councilor Abeyta (Attended Virtually)(Left at 7:34 PM)
Councilor Cassutt-Sanchez (Attended Virtually)
Councilor Garcia (Attended Virtually)
Councilor Lindell (Attended Virtually)
Councilor Rivera (Attended Virtually)
Councilor Romero-Wirth (Attended Virtually)
Councilor Vigil Coppler (Attended Virtually)
Councilor Villarreal (Excused)

STAFF PRESENT
Jarel LaPan Hill, City Manager (Attended Virtually)
Erin K. McSherry, City Attorney (Attended Virtually)
Kristine M. Mihelcic, City Clerk (Attended Virtually)
Marcos Martinez, Assistant City Attorney (Attended Virtually)
Seth Cohen, Contract Attorney (Attended Virtually)
Richard Brown, Community and Economic Development Director (Attended Virtually)(Arrived at 7:34 PM)
Sean Moody, Asset Manager (Attended Virtually) (Arrived at 7:34 PM)
Andrea Salazar, Assistant City Attorney (Attended Virtually) (Arrived at 7:34 PM)

There being no further business to discuss, the executive session adjourned at 8:02 p.m.

Kristine Mihelcic (May 21, 2021 09:18 MDT)

Kristine M. Mihelcic, City Clerk

Written Report to Governing Body
Meeting Date: 05/26/2021
Time Period Covered: 5/5/2021 – 5/20/2021

Santa Fe Police Department

COVID INFO CALLS 5/5/2021-5/18/2021

1. None to report for this time period

COVID MASK CALLS 5/5/2021-5/18/2021

1. 5/08/2021 @ 11:52 am- COVID MASK 63 Lincoln Ave (Santa Fe Plaza)
   Report from public stating "young people all over downtown Santa Fe not wearing masks".

   Per Officer (V228 Amanda Esquibel): Officer Esquibel advised she did not locate anyone downtown who was not wearing a mask. Officer advised she would continue to close patrol area. No report required.

   Time Received 11:52am
   Dispatched 3:23pm
   Arrived 3:23pm

AVERAGE DISPATCH TIME (FROM CALL TO OFFICER DISPATCHED)

- COVID Info 0 minutes
- COVID Mask 3hrs and 30 minutes

AVERAGE RESPONSE TIME (DISPATCH OFFICER TO ARRIVAL AT LOCATION)

- COVID Info 0hrs and 0 minutes
- COVID Mask 0hrs and 0 minutes

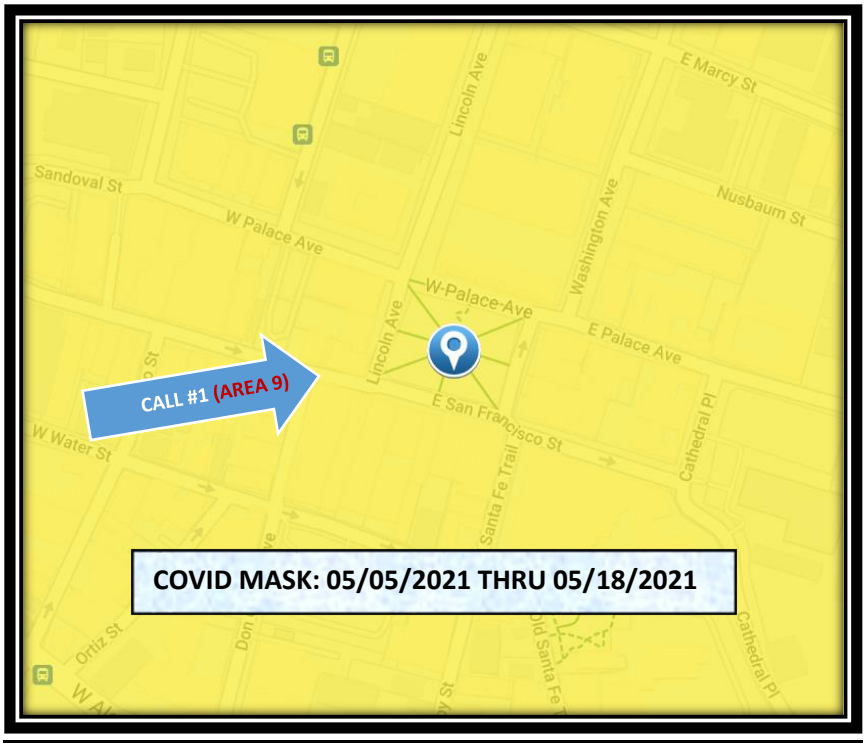
COVID MASK CITATIONS TO DATE

- 22 Citations Issued
  - 10 Citations
  - 12 Warning Citations

- 9 of the 22 citations are related to Operation for your health and safety (please refer to page 3).
    - Of the 12 warning citations two (2) were Public Health Order Warning Citations issued by Bike Officers during Operation for your health and safety.

REPEAT CALL LOCATIONS:

- 301 W De Vargas (Department of Labor Park area) 3 Calls
- 1221 Flagman Way (Gym) 2 Calls
    - Both calls, business was determined to be in compliance.
- 66 E San Francisco St (Plaza Galeria) 3 Calls
- 3695 Cerrillos Rd (GreenTree Inn) 2 Calls
- 7401 Cerrillos Rd (Lithia Dodge) 2 Calls
- 600 North Guadalupe (Market Street) 2 Calls
- 7350 Plaza Central (Swan Park)
- 63 Lincoln Ave (Santa Fe Plaza) 2 Calls



Fire Department

(time period 04/21/2021 0900 – 05/12/2021 0900, 21 days)

a. Number of calls related to COVID-19:

- **11** incidents known or suspected to be COVID-19 related.
- The SFFD COVID-19 dedicated ambulance responded to **55** calls total, **2** of which was documented as known or suspected to be COVID related.

b. Number of transfers to and from the Santa Fe Regional Airport to area hospitals:

- **20** transfers, **none (0)** of which were documented as COVID-19 related.

c. The County or State of residence of the patients of the transfers that have available data are as follows:

87108	ALBUQUERQUE	NM	(2 patients)
87701	LAS VEGAS	NM	(2 patients)
87508	SANTA FE	NM	(4 patients)

Human Resources

(Time Period Covered: 05/7/21 to 5/20/21)

1. HUMAN RESOURCES

A. Number of new positive cases among City employees since the previous report, categorized by City department:

Department/Section	Number of Cases Reported May 7, 2021-May 20, 2021
Public Utilities Department	**2**

B. Number of cumulative positive cases among City employees since March 2020, categorized by City department:

As of May 20, 2021:

Department	Active	Resolved	Grand Total
Community and Economic Development	0	1	1
Community Engagement	0	1	1
Community Services	0	8	8
Finance	0	3	3
Fire	0	25	25
General Government	0	2	2
Human Resources	0	1	1
ITT	1	1	2
Land Use	0	1	1
Police	0	20	20
Public Utilities	2	21	23
Public Works	1	28	29
Recreation	0	5	5
Tourism	0	3	3
Grand Total	**4**	**120**	**124**

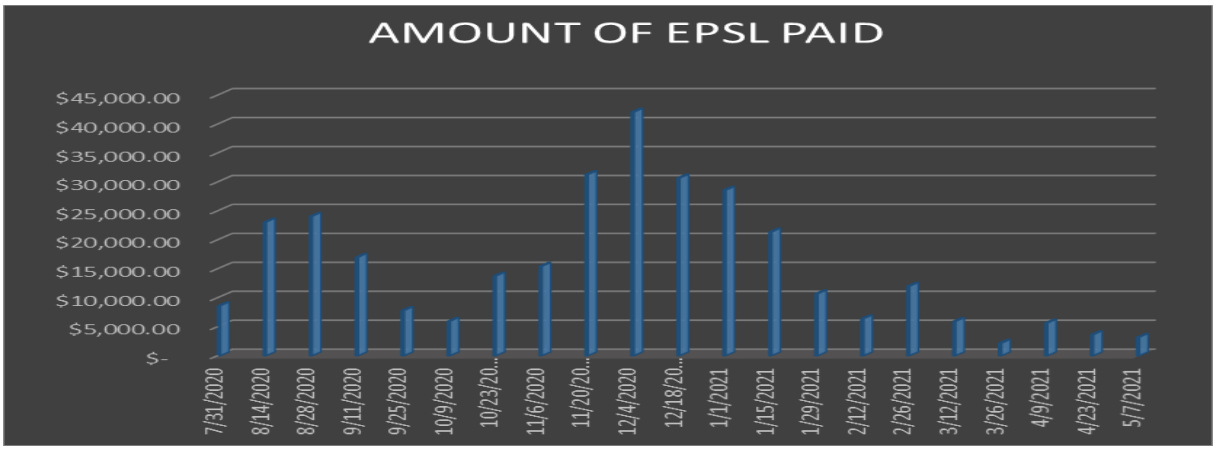
Whether or not the City employees that test positive have been in City facilities since during their period of infection, and if so, when they were in said facilities:

When the City HR Department becomes aware of a positive case, the HR team completes a thorough exercise with the employee who has tested positive to identify if the employee was at a City facility or worksite and if yes, when. If the employee was at a City facility or worksite, the department works with HR and the City Manager to determine if a closure is necessary. The area is cleaned and sanitized in addition to the regularly scheduled cleaning and sanitizing schedule.

C. <u>City buildings that were closed as a result of any positive cases:</u>
Municipal Court was closed due to a positive COVID-19 case in July 2020.

D. <u>Report on City-wide use of emergency sick leave related to COVID-19:</u>

Pay Period	Pay Date	Number of Employees Who Utilized EPSL	Number of Hours Granted	Amount of EPSL Paid
July 11, 2020 July 24, 2020	7/31/2020	14	556	$ 8,614.76
July 25, 2020 - August 7, 2020	8/14/2020	45	1497.75	$ 23,075.59
August 8, 2020 - August 21, 2020	8/28/2020	29	1281	$ 24,073.26
August 22, 2020 - September 4, 2020	9/11/2020	22	882.5	$ 17,008.33
September 5, 2020 - September 18, 2020	9/25/2020	22	379	$ 7,802.31
September 19, 2020 - October 2, 2020	10/9/2020	11	400	$ 5,942.47
October 3, 2020 - October 16, 2020	10/23/2020	18	794.5	$ 13,758.90
October 17, 2020 - October 30, 2020	11/6/2020	19	757	$ 15,451.41
October 31, 2020 - November 13, 2020	11/20/2020	42	1595	$ 31,287.40
November 14, 2020 - November 27, 2020	12/4/2020	55	2130.5	$ 42,072.24
November 28, 2020 - December 11, 2020	12/18/2020	42	1549.25	$ 30,689.84
December 12, 2020 - December 25, 2020	1/1/2021	38	1502.25	$ 28,598.84
December 26, 2020 - January 8, 2021	1/15/2021	28	1092	$ 21,369.05
January 9, 2021 - January 22, 2021	1/29/2021	18	507.75	$ 10,694.64
January 23, 2021 - February 5, 2021	2/12/2021	11	351.5	$ 6,387.89
February 6, 2021 - February 19, 2021	2/26/2021	17	679	$ 12,001.21
February 20, 2021 - March 5, 2021	3/12/2021	11	346.5	$ 5,920.70
March 6, 2021 - March 19, 2021	3/26/2021	4	124	$ 2,168.81
March 20, 2021 - April 2, 2021	4/9/2021	7	258	$ 5,642.85
April 3, 2021- April 16, 2021	4/23/2021	5	206	$ 3,638.03
April 17, 2021 - April 30, 2021	5/7/2021	2	140	$ 3,178.35
May 1, 2021 - May 14, 2021	5/21/2021	2	72	$ 2,518.36



Office of Emergency Management

Overview – According to NM DOH, the driving force behind the trends in COVID-19 positive case counts over the last several weeks is vaccination. We are seeing a marked decline in cases among the elderly, as their vaccination rate has greatly increased. Conversely, we are seeing a rise in cases among young people because up until this week they were unable to get vaccinated. We are seeing an uptick among school-age children, as they have returned to in-person learning. We are also seeing an increase in cases among the 20-34 year old age group. This is likely attributable to: a) the natural sense of invincibility of this age group, reflected by a lower rate of vaccination and b) higher risk taking behaviors such a going to bars and clubs and poor adherence with social distancing guidelines.

As of Wednesday May 18, 2021, all but one county in NM meets the Turquoise criterion and the remaining one, Chavez County has reached the Green level.

Case Counts

Statewide	201,336 cases and 4,118 fatalities
Santa Fe County	10,353 cases and 145 fatalities

City of Santa Fe Zip Codes

87501	534
87505	1637
87507	5083
87508	934

Fatality data is not available at the Zip Code level.

99% of new COVID-19 cases are unvaccinated individuals

Vaccination

Statewide	63% one dose	53.5% fully vaccinated
Santa Fe County	72% one dose	60.6% fully vaccinated

Vaccination (Pfizer only) is now available for all eligible persons 12 years old and above.

The City's vaccination strategy is threefold 1) mass vaccination events, 2) small scale vaccination events and 3) targeted mobile vaccination. This strategy is intended to be flexible in order to adapt to the changing needs within the City.

We have completed our planned mass vaccination events. We completed 9,705 vaccinations at Midtown over six days and approximately 1,000 at the Santa Fe Place Mall for a total of just over 10,000 vaccinations.

OEM will be submitting a Project Worksheet to FEMA that will include improving our internal capacity to support both mass vaccination and small-scale events. This will include the cost of refurbishing the retired MED 7 and a Mobile Health Unit, the acquisition of a small "cone trailer" with cones and signage, additional radios and message board signs. OEM anticipates there will likely be a need for additional mass vaccination events to support potential booster vaccinations. This will become especially important if there is a spread of more contagious or deadly variants.

The current focus of the City's vaccination efforts is the vaccination of homebound individuals. We completed the first round of mobile vaccination using data provided by Senior Services. Going forward we are receiving data from DOH of individuals self-identifying as homebound.

The City is supporting a small scale event sponsored by Chainbreakers. This event will be held at the Southside Library, Saturday May 22 between 11 am and 3 pm. Currently, there are approximately 250 individuals scheduled for this event. The City will provide a shuttle from the Santa Fe Place Mall Bus Hub to the library and will also provide additional EMTs to assist with vaccination.

Resource Distribution

The received a supply of gowns and XL gloves from the State that were distributed to the Fire Department. We also received an additional supply of N95 and KN95 masks available for distribution to City departments.

We have seen a slowdown in Hanes face mask requests which is not unexpected as facemask requirements have been relaxed for fully vaccinated individuals. We continue to make masks available to anyone who needs one.

We do have an abundance of face shields, which are not as popular as was anticipated when these were purchased. OEM continues to seek creative solutions to this problem.

Item	Unit of Issue	Qty Received	QTY Issued	QTY On-Hand
Hanes Masks	PK (5ct)	0	100	1800
Disposable Surgical Masks	PK (50ct)	0	4	399
KN95	BX (50ct)	0	2	732
IR Thermometers	EA	0	0	21
Disposable Face Shields	EA	0	0	1299
Nitrile Gloves Small	BX (100ct)	0	0	186
Nitrile Gloves Med	BX (100ct)	0	0	259
Nitrile Gloves Large	BX (100ct)	0	1	130
Nitrile Gloves X-Large	BX (100ct)	0	0	88
Nitrile Gloves XX-Large	BX(100ct)	0	0	10
Caution Tape	RO	0	0	166
N95 Makrite	BX (40ct)	0	0	67
N95 Honeywell	BX (20ct)	0	0	50
Gerson N95	BX (20ct)	0	0	108

NOTE: Qty Received/Issued for period 5/13/2021 thru 5/20/2021.

INTERNATIONAL DARK-SKY ASSOCIATION

3223 N First Ave - Tucson Arizona 85719 USA - +1 520-293-3198 - www.darksky.org

TO PRESERVE AND PROTECT THE NIGHTTIME ENVIRONMENT AND OUR HERITAGE OF DARK SKIES THROUGH ENVIRONMENTALLY RESPONSIBLE OUTDOOR LIGHTING



International Dark Sky Community Program Guidelines

June 2018

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DEFINITION OF AN INTERNATIONAL DARK SKY COMMUNITY

An International Dark Sky Community (IDSC) is town, city, municipality or other similar political entity that has shown exceptional dedication to the preservation of the night sky through the implementation and enforcement of quality lighting policies, dark-sky education, and citizen support of the ideal of dark skies.

GOALS FOR IDSC CREATION

- To identify communities with exceptional commitment to and success in pursuing dark sky preservation and restoration, and their promotion of quality outdoor lighting
- To promote improved outdoor nighttime quality of life for residents and visitors
- To support protection of human health, nocturnal habitats, public enjoyment of the night sky and its heritage, and/or areas ideal for professional and amateur astronomy
- To provide local, national, and international recognition for such communities
- To promote the ideals of the International Dark-Sky Association (IDA) by encouraging communities to identify dark skies as a valuable community asset and aspiration

DESIGNATION BENEFITS

Achieving this designation brings recognition of the efforts made by the Community government, residents, and public and private organizations to protect the night sky and the nocturnal environment dependent on it. The IDSC designation enhances awareness of dark-sky matters on the part of Community residents and visitors.

Designation as an IDSC entitles the Community to display the International Dark Sky Community logo in official publications, promotions, signs at entrances or within the Community, and retain the use of this logo by other groups within the Community when identifying the area itself[1]. IDA will promote and highlight ongoing Community ef-

[1] For instance, a Community can identify itself as *"Flagstaff, the world's first IDA Dark Sky Community"* or other words to the same effect, or an organization within the Community can state *"located in Flagstaff, an IDA Dark Sky Community"*.

forts to protect night skies, and will maintain pages identifying and describing all IDSCs on its website.

ELIGIBILITY

The Community must have some type of legal organization that is officially recognized by outside groups. This can be in the form of a town, city, municipality, or other legally organized community (such as urban neighborhoods and subdivisions), but need not be an incorporated entity. Unincorporated or otherwise informally organized communities are eligible for IDSC status if their governing jurisdictions enact public policy consistent with the requirements of "Minimum Requirements For All Communities" (below) that are legally binding in at least the territory of the Community.

MINIMUM REQUIREMENTS FOR ALL COMMUNITIES

1) A quality comprehensive lighting policy like the IDA/IES Model Lighting Ordinance[2] (MLO) that includes all of the following minimum standards for permanent lighting installations[3,4]:

   A) Full shielding[5] of all lighting fixtures over 1000 initial lamp lumens[6]

   B) A limit on the emission of short-wavelength light through one of the following restrictions:

      i) The correlated color temperature (CCT) of lamps must not exceed 3000 Kelvins; **OR**

[2] http://www.darksky.org/our-work/public-policy/mlo/

[3] More information on developing a lighting policy may be found on the IDA website.

[4] Lighting required by law under the authority of any legal jurisdiction higher than that of the Community may be formally exempted from the requirements of this section.

[5] "Fully shielded" is defined as a light source screened and its light directed in such a way that none is emitted above the horizontal plane passing through its lowest light-emitting part.

[6] "Initial lamp lumens" is defined as the number of lumens of light emitted by a lamp when new and not counting any depreciation of output due to the age of the lamp. This information can be found in manufacturer data sheets.

ii) Allowed lighting must not emit more than 25% of its total spectral power at wavelengths < 550 nanometers; **OR**

iii) The scotopic-to-photopic (S/P) ratio of allowed lighting must not exceed 1.3

C) A restriction on the total amount of unshielded lighting, such as a limit on lumens per net acre or a total site lumen allowance in unshielded fixtures (or equivalent wattages)

D) A policy to address over-lighting, such as lumens per net acre caps (irrespective of shielding state) or maximum illuminance specifications

E) Regulations of new installations of publicly-owned outdoor lighting:

i) A provision that clearly indicates where, when, and under what circumstances new publicly owned outdoor lighting, including street lighting, is warranted and will be permitted; **AND**

ii) A provision that requires that adaptive controls[7] and/or curfews[8] be employed in all future installations of public outdoor lighting

F) Restrictions on the installation and operation of illuminated signs[9]:

i) Luminance levels for operation between sunset and sunrise shall not exceed 100 nits (100 candelas per square meter) as measured under conditions of a full white display; **AND**

ii) Sign illumination shall be extinguished completely one (1) hour after sunset, and remain off until one (1) hour before sunrise; **AND**

[7] "Adaptive controls" is defined as devices such as timers, motion-sensors, and light-sensitive switches used to actively regulate the emission of light from light fixtures.

[8] "Curfew" is defined as a period of time at night during which lighting must be significantly dimmed in output or extinguished in accordance with an expected decrease in human presence.

[9] "Illuminated sign" is defined as any informational or advertising sign that is illuminated by either internal or external means. Descriptive terms are adjusted here accordingly according to the type of illumination.

iii) The luminous/illuminated surface area of an individual sign shall not exceed 200 square feet (18.6 square meters)

G) Outdoor recreational and/or athletic field lighting may be exempted from the strict shielding and short-wavelength emission requirements above provided that all of the following conditions are met:

i) Illuminating Engineering Society (IES) lighting guidelines (RP-6) are followed according to the appropriate class of play

ii) Field lighting is provided exclusively for illumination of the surface of play and viewing stands, and not for any other applications

iii) Illuminance levels must be adjustable based on the task (e.g., active play vs. field maintenance)

iv) Off-site impacts of the lighting will be limited to the greatest practical extent possible

v) A strict curfew requirement (e.g., lights must be extinguished by 10pm/2200h or one hour after the end of play, whichever is later) is observed

vi) Timers must be installed to prevent lights being left on accidentally overnight by automatically extinguishing them

H) Affects an amortization period, applicable to **ALL** publicly **AND** privately owned lighting, to end not more than ten (10) years from the effective date of the outdoor lighting policy, after which all non-conforming lighting extant at the time of enactment must be brought into compliance with the policy.

2) Community commitment to dark skies and quality lighting as shown by:

A) City owned lighting conforming with, or committed to conforming with, the lighting policy (if the latter, a detailed plan with a timeline for completion in no more than five (5) years), **AND**

B) Municipal support of dark skies and quality lighting as demonstrated by city publications, flyers, public service announcements, funding of lighting upgrades, etc.

3) Broad support for dark skies from a wide range of community organizations such as chambers of commerce, local electrical utilities, IDA chapters, lighting retailers, homeowners associations, and others.

4) Community commitment to dark skies and education as shown by at least one of the following:

   A) Planning and execution of at least two (2) community dark sky awareness events[10] per year. This may be organized through a local astronomy club, municipality, school, etc.

   B) Inclusion of dark sky awareness documents (IDA brochures or Community-created brochures) with other Community informational documents for residents and visitors.

   C) Inclusion of dark sky education in Community schools and curriculum.

5) Success in light pollution control as demonstrated by at least one of the following:

   A) Examples of a number of construction projects appropriate to the Community population and amount of new construction and renovation activity, built under the lighting policy and demonstrating its effective application

   B) Alternative evidence of success in light pollution control, to be discussed with the International Dark Sky Places Program Manager for compliance.

6) A sky brightness measurement program must be established and maintained either by the Community or by a public or private entity (e.g., university, research center, IDA chapter, astronomy club, etc.) to follow the evolution of light pollution in the IDSC. Applicants are encouraged, but not required, to submit their measurements

[10] Note that astronomy education events such as star parties do NOT qualify as "community dark sky awareness events" unless the presentation explicitly includes a message relating to dark skies and outdoor lighting.

to the citizen science projects such as My Sky At Night (myskyatnight.com) and Globe At Night (globeatnight.org).

7) Once established, the Community must erect and maintain appropriate signage indicating the International Dark Sky Community designation along a roadway entrance, along a footpath entrance if no roadway exists, a public gathering place such as a square or common, or at a municipal government center such as a city or town hall. If approved by IDA, language as an alternative to "International Dark Sky Community" may appear on the signage and in Community communications regarding the IDSC status. Once the sign is erected, a photograph documenting it must be taken and sent to IDA along with a description of its location.

PROVISIONAL STATUS

In some cases, a Community interested in the program may lack all of the resources required to achieve a designation outright. If resource unavailability otherwise hinders the progress of a Community's application, that Community may apply for and be granted Provisional status at the discretion of the IDA Board of Directors. Provisional status recognizes the Community's ongoing work to become an International Dark Sky Community and is intended as a leverage point to successfully enable actions such as lighting upgrades/retrofits.

Provisional status expires after three (3) years. At any time before the end of this period, a Community may reapply for full status. Material submitted for the removal of Provisional status may be an addendum to the initial application as long as the material includes a current assessment of the goals, outreach efforts, and lighting policy listed in the original application and clearly demonstrates that any program requirements left unmet at receipt of the Provisional status have been satisfied.

To be considered for Provisional status, send a nomination package to IDA that includes all of the following information:

1) Documented intent to create and support an IDA Dark Sky Community
2) An enacted and legally effective outdoor lighting policy, and summary of outreach efforts to date
3) A description of the circumstances that currently prevent the Community from meeting the minimum Dark Sky Community requirements
4) An action plan describing steps the aspiring Community will take to meet all program requirements in the specified Provisional status period

IDSC APPLICATION PROCESS

NOMINATION

The nomination may be initiated by an IDA qualified nominator[11] who has personally reviewed a Community's outdoor lighting and commitment to night sky preservation. Nominators are encouraged to correspond with IDA staff and the Community throughout this process. In addition, the application must include evidence, such as in the form of a letter of support, from the Community government (mayor, council, etc.) consenting to the nomination for IDSC status.

STEPS FOR APPLICANT

1. Make initial contact with IDA by phone or email to discuss the process and receive recommendations, followed by continued communications to update IDA staff on progress and receive continued assistance.

2. Designate a formal point of contact (POC) person, such as a project manager, and provide their telephone number, address and email address to IDA staff. Before and after designation, any changes to this POC, or their information, must be communicated to IDA immediately in order to ensure accurate communication at all times.

3. Obtain a letter of nomination from a qualified IDA member nominator, as well as a supporting letter from elected representatives of the Community, such as the mayor and/or council of a municipality. Solicit additional letters of support from Community organizations, clubs, groups, universities, etc.

4. Upon completion, send the application to IDA staff for review of the document at least one month before the chosen submission deadline date. IDA staff will confirm that the application is complete and ready for submission or return it with suggestions for improvements.

5. Submit the final application packet electronically in PDF and/or Microsoft Word (.doc) format to IDA staff for formal review. Submit in plenty of time for IDA staff

[11] An "IDA qualified nominator" is defined here as an individual or organization holding an IDA membership in good standing at the time that the IDSC application is submitted. The Community itself may join IDA as an organizational member and self-nominate.

to review and prepare your application to make the bi-monthly deadline that you prefer, as found on the IDA website. Requests to rush applications will **NOT** be honored; planning ahead is essential if the Community wishes to meet a specific deadline.

TO BE INCLUDED IN IDSC APPLICATION PACKAGE

1. Map of the Community clearly indicating its legal boundaries, and basic factual information about the Community

2. Letter of nomination support by IDA qualified nominator and elected representatives of the Community such as the mayor and/or council

3. The Community's lighting policy, meeting the minimum requirements as stated in the "Minimum Requirements For All Communities" section

4. Documentation of examples of Community commitment and construction/renovation projects demonstrating effective application of the lighting policy

5. Proposed alternative wording for a IDSC (e.g. Dark Sky Village, Starry Sky City, etc.), if desired, with a justification for the request

IDA REVIEW PROCESS

Six (6) application submission deadlines occur in each calendar year, commencing in January and continuing every other month. Before the Community's final application is submitted, it is highly recommended that the Community be in regular communication with the International Dark Sky Places Program Manager to perfect the application by the next application deadline.

The International Dark Sky Places Manager will forward applications to the IDA Dark Sky Places Committee (DSPC) for review. DSPC review lags the submission dates by one two-month cycle. The total elapsed time between deadline and final IDSC designation approval is approximately ten (10) weeks.

Endorsement of applications by the DSPC is by a 2/3 supermajority vote; otherwise, the DSPC will return applications with reasons for denial of an endorsement and specific recommendations for improvement. If endorsed, the applicants will be notified and the International Dark Sky Places Program Manager will present the application to the IDA Board of Directors (BOD) for final review and approval. A ten (10)-calendar-day

waiting period then commences during which the Board of Directors has the right to deny IDSC status should it determine that any problems with the application exist.

If the BOD registers no objection within the ten-calendar-day waiting period, the IDSC designation is considered immediately awarded by IDA. The Community has the right to choose when the designation is made public, but it must organize the announcement to be made at the same time as the IDA public notice unless otherwise agreed by both parties. Along with the announcement notice, IDA will publish the Community's application on its website; by submitting the application, the Community acknowledges in advance that the application will be made publicly available. If an application is denied final approval by the IDA BOD, a letter will be sent to the applicant outlining elements of the application that need improvement along with specific recommendations for ways to remedy any problems the BOD identifies. Applications may be resubmitted for future consideration after remediation is complete. Resubmitted applications will be considered without prejudice.

IDA realizes that certain circumstances surrounding an IDSC application may cause some potential authors of letters of support (or opposition) to feel uneasy about publicly declaring their opinions about the IDA designation. In the interest of providing the DSPC with as full a picture of Community sentiment about applications as possible, certain letters may be suppressed from online publication if it is felt that making the letters publicly available will subject their authors to retaliation or harassment. A prospective IDSC seeking this protection for letter-writers must make a formal written request. The International Dark Sky Places Program Manager must approve suppression of publication of any part of an application. Note that suppression of online publication does not prevent either the DSPC or the IDA BOD from reading all submitted letters.

POST-DESIGNATION REVIEW AND MAINTENANCE

The IDSC designation is not awarded in perpetuity. Rather, it is subject to regular review by IDA and possible revocation if the minimum program requirements are not maintained. More details may be found in the "Reassessment of IDSC designation" section below.

To ensure that Communities remain exemplary in their protection and restoration of natural nighttime darkness, IDA will periodically reevaluate each site in the International Dark Sky Places Program. This is done to confirm that the Community continues to meet the minimum requirements and is making adequate progress toward LMP compliance goals outlined in this document.

Each designated IDSC must submit to IDA a written report of its activities related to the maintenance of its designation on or before 1 October of each calendar year. The report is a short (typically less than ten-page) synopsis of the Community's activities and initiatives during the intervening year[12]. The report should include dates and brief descriptions of any interpretive events, lighting retrofit projects, outreach efforts, etc. Samples of printed materials and press articles should also be included, if available.

Annual reports should not be burdensome to produce, as they are intended as a compilation of information accumulated throughout the year. Annual reports and supporting documentation must be submitted electronically to the International Dark Sky Places Program Manager in either PDF or Microsoft Word format. If the annual report is not received by IDA in a timely fashion, IDA may suspend the site's IDSC status until the annual reporting requirement has been met (see the following section). On or about 1 August and 1 September of each year, the International Dark Sky Places Program Manager will remind local contacts at each IDSC of the pending 1 October annual report submission deadline.

A designated IDSC is exempt from the annual reporting requirement in the calendar year in which the IDA designation was awarded. If the designation is received after 1 October of a given calendar year, the IDSC's first annual report to IDA will be due on 1 October of the following calendar year.

REASSESSMENT OF IDSC DESIGNATIONS

From time to time, IDA receives comments from visitors to Communities that raise concerns about the veracity and timeliness of information provided to IDA by site administrators. IDA may, at its discretion, investigate claims in which it is alleged that IDSCs are not adhering to commitments made to IDA and to the public in their applications to the Program. This section details the IDA procedure for carrying out such investigations, and the rights of IDSCs in such matters.

An allegation of impropriety concerning any of the elements of participation in the Program outlined in this document is subject to IDA investigation and potential remedial action including temporary suspension and/or permanent revocation of the IDSC designation. IDA staff shall perform due diligence in gathering facts concerning such allegations it deems credible, and will prepare a report of its findings for consideration by the DSPC. The DSPC commits to weighing the evidence fairly and impartially, and to

[12] Examples of acceptable annual reports are available on the individual IDSC pages on the IDA website.

seek to resolve disputes whenever possible through dialog. A Community subject to an investigation shall be notified in a timely manner and solicited for evidence contrary to the specifics of the allegation at hand. The Community will be given an opportunity to correct any deficiencies with regard to the Program guidelines established by the IDA investigation within a reasonable time period to be prescribed by the DSPC.

Failure to achieve consensus through these means risks a DSPC recommendation for suspension or revocation of the IDSC designation. If made, such a recommendation will be forwarded to the IDA Board of Directors for formal ratification before coming into force. The Board's decision on any disciplinary matters involving an IDSC shall be considered definitive and binding.

Any IDSC so investigated has the right to review the allegations against it and all factual information collected by IDA pertinent to the allegations.

REINSTATEMENT FOLLOWING SUSPENSION

If the DSPC recommends a suspension of a Community's IDSC designation and the Board ratifies the suspension, the Community administration shall be immediately notified. The status of a suspended IDSC shall be changed to "Provisional" in all IDA communications until the designation is reinstated or revoked; however, the process of obtaining reinstatement of a designation is not the same as that outlined in the "Provisional Status" section of these guidelines.

To obtain reinstatement of a suspended designation, the IDSC must provide evidence to the DSPC's satisfaction that the specific issues identified by the DSPC as grounds for the suspension have been corrected and that all Program guidelines are once again met. The DSPC will consider the evidence presented by the IDSC and render a judgment to either:

- Accept the reinstatement petition, **OR**
- Reject the petition and recommend revocation, **OR**
- Return the petition with further instructions and a defined deadline for a IDSC response.

REVOCATION

A suspension left unresolved after one (1) year from the date of the Board's assent to the suspension automatically becomes a permanent revocation. Revocation entails removal of the IDSC from IDA's roll of approved International Dark Sky Places, and from mention on the IDA website and in member and external communications. IDA reserves the right to take legal action against any former IDSC whose designation is duly revoked but continues to use the IDA name/logo in advertising, communications,

and/or signage.

International Dark-Sky Association
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May 24, 2021

Governing Body
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

Dear Mayor Weber and Members of the Governing Body,

PRESENTATION TO THE GOVERNING BODY ON MAY 26, 2021

Thank you for the invitation to present at your forthcoming meeting. In advance, we are happy to provide an overview for review. This letter includes a short summary and then elaborates on the key points.

The International Dark-Sky Association's (IDA) purpose is to protect the night from light pollution so that the night sky, filled with stars, is celebrated and protected as a shared heritage benefiting all living things. Among the ways we pursue our cause is to support local members and to provide tools and resources for anyone interested in reducing light pollution. In discussions with policy makers, we hope to convince them of the values of dark skies and the benefits of responsible lighting to the communities they serve.

Please note, we are not lighting engineers and do not consult with cities on designs or otherwise endorse lighting designs. We recommend the City retain an outside independent, accredited lighting engineer to assist in the project.

Summary

1) IDA recently released its *Values-Centered Approach to Outdoor Lighting*. Building on the joint IDA-IES Five Principles for Responsible Outdoor Lighting, this policy is intended to inform and guide IDA's ongoing work to protect the night from light pollution. Among the recommendations we would like to highlight the following:

    - The interplay of all five principles must be considered in the design, installation and use of outdoor lighting, and that treating the principles in isolation from one another is insufficient to address the growing global problem of light pollution.

    - Where existing fixtures are replaced, the project should demonstrate how it reduces light pollution.

    - Outdoor lighting should be contained to the intended target through shields and glare control.

    - Prevent overlighting by maintaining illuminances as close as possible to the minimum levels from accredited professional bodies.

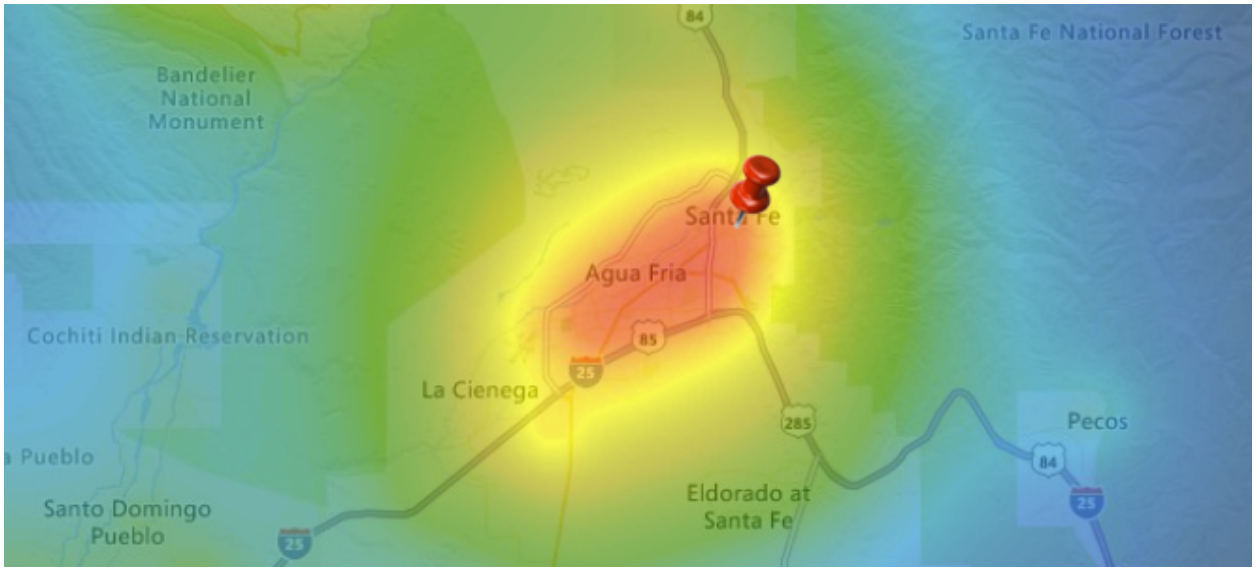
- The spectral content of light should be limited to that which is necessary, with particular attention to short-wavelength emissions. **We recommend 2200K, phosphor-converted amber, or filtered LEDs** as they have less impact on the environment and help reduce light pollution.

2) Achieving recognition as an *International Dark Sky Community* is a multi-year journey that includes enacting policy, conducting outreach, and implementing demonstration projects. Among the existing requirements is that the correlated color temperature (CCT) of lamps is 3000K or lower. **The guidelines, adopted in 2018, are currently under review to bring them into alignment with new IDA policy and guidance, including the Values-Centered approach.**

Elaboration

1) Light Pollution is a Growing Global Issue that is destroying natural darkness with severe consequences. Scientists link light pollution to global insect decline, the deaths of millions of migrating birds, increased carbon emissions, and increased risk of disease. 83% of the world's population and 99% in the U.S. and Europe live under light-polluted skies. Globally, light pollution is growing at twice the rate of population growth, driven by the installation of new lights and the replacement of legacy light fixtures with bright white LED fixtures. Light pollution includes both sky glow, the atmospheric scattering of light that increases the ambient brightness of the night sky, and obtrusive and excessive light that is exemplified by glare that causes visual discomfort and unwanted light shining into your window at night.

While the skies around Santa Fe are relatively dark, sky glow from Santa Fe extends many miles into the surrounding region, as the following extract from the New World Atlas of Light Pollution shows[1]. This fact coupled with city interest in the dark sky community designation provides an opportunity to demonstrate leadership by example to surrounding communities. Reducing Santa Fe's light pollution is a visible demonstration of environmental stewardship from the seat of the state government which passed the New Mexico Night Sky Protection Act in 1999.



[1] See Light pollution map for an online mapping resource.

2) IDA's Values-Centered Approach to Lighting takes a Holistic Approach to Light Pollution Control. In the past few years, it has become clear that to reduce light pollution you need to consider all variables at your disposal concurrently. This is the approach recommended in the recently-adopted IDA Values-Centered Approach to Outdoor Lighting. While there is a series of recommendations, at its core the goal is simple:

- Where existing fixtures are replaced, the project should demonstrate how they will reduce light pollution, or at a minimum not increase it.

The project proponent is given flexibility as to how they achieve that goal, depending on the particular needs of the project and their community. Two recent projects help illustrate that a community can have very different outcomes, depending on the goals they establish and the approach they take.

- Tucson, Arizona, replaced nearly 20,000 HPS street lights with full cut-off 3000K LED[2]. Tucson retained the services of an independent lighting consultant to be the City's advocate in the project. The total lumen output from street lighting was reduced from 481 million to ~181 million lumens during the early nighttime hours. When the streetlights are dimmed to sixty percent after midnight, the total lumen output is further reduced to ~134 million, a 72% percent reduction. Overall, the City reduced the lumen budget by 63%, realized $2.3 million in energy savings, and *reduced light pollution by 8%*.

- Chelan, Washington, replaced its 3,693 HPS streetlights with a mix of full cut-off 3000K (81%) and 4000K (19%*)* fixtures[3]. Crude estimates of around 18,400 lumens per light were calculated from wattage information of old HPS lighting. Estimates for new LED lighting, based on specifications provided by Chelan County, were approximately 9,500 lumens for each light. Overall they reduced the lumen budget by approximately 50%, and saved 2.6 million kilowatt-hour*s, but increased light pollution by 60%.*

The community of Chelan did not set out to increase light pollution, but unfortunately that was the result.

Conversely, Tucson meticulously designed its project to consider all aspects of lighting together, and the balance of responsible lighting principles led to decreases in both energy use and light pollution. Tucson was also able to achieve this outcome using nearly five times the amount of streetlights than Chelan, further emphasizing that when done carefully, multiple lighting goals can be achieved, even at a city-wide scale.

3) What about Spectrum? Because there has been so much focus on spectral content (i.e. CCT or Kelvin), I wanted to specifically address this topic. As the Values-Centered Approach recommends, it should not be considered in isolation from the other factors. Because of the disproportionate impact on the nighttime environment, particular attention should be paid to reducing the total emissions of short-wavelength or "blue" light. All other things being equal, 2700K and 3000K fixtures contribute twice as much to sky glow as a traditional HPS fixture[4].

---

[2] See NIGHTS OVER TUCSON: How the Tucson, Arizona, LED Conversion Improved the Quality of the Night | International Dark-Sky Association (darksky.org) for more information.

[3] Hung et al., 2021, . Changes in night sky brightness after a countywide LED retrofit - ScienceDirect, Journal of Environmental Management

[4] Lamp Spectrum and Light Pollution - Flagstaff Dark Skies Coalition

With respect to spectrum, IDA recommends that the spectral content be limited to what is necessary for the task. In the United States, the Illuminating Engineering Society (IES) established the ANSI standards for roadway lighting[5]. For purposes of safe illumination levels, RP 8-18 does not distinguish between street lights of different spectral content. In other words, a city is free to choose the light source with the lowest short wavelength emissions.

In the companion IES ANSI standard document on Environmental Considerations for Outdoor Lighting[6], they state the following:

> "*A maximum CCT of 3000K for area lighting in commercial zones is recommended, while CCTs lower than 2200K should be used to minimize impacts in sensitive environments*."

Likewise, IDA recommends using 2200K CCT, Phosphor-Converted Amber LED, or some filtered LEDs whenever possible. When higher than 2200K CCT is required to meet lighting objectives, IDA recommends the emission of short wavelength light be as low as possible through low intensities, careful targeting, and reduced operating times. As noted above, RP 8-18 does not establish particular spectral requirements for roadway lighting.

4) International Dark Sky Places recognize Exceptional Dedication to Protecting the Night Sky. We support IDA members and volunteers around the world as they work in their community to tackle this growing global crisis, including awarding recognition for International Dark Sky Places. This global certification program includes the recognition of International Dark Sky Communities.

An International Dark Sky Community is a town, city, municipality, or other legally organized community that has shown exceptional dedication to the preservation of the night sky through the implementation and enforcement of a quality outdoor lighting ordinance, dark sky education and citizen support of dark skies. International Dark Sky Communities excel in their efforts to promote responsible lighting and dark sky stewardship, and set good examples for surrounding communities.

The minimum requirements include:

- *Adoption of a comprehensive lighting policy*. This has several required previsions, including that the Correlated Color Temperature (CCT) of lamps to not exceed 3000K.
- *Community commitment to dark skies and quality lighting*. An essential requirement is that city-owned lighting conforms with the lighting policy within five (5) years.
- *Broad support for dark skies*. The application should demonstrate support from community-based organizations and by conducting regular community dark sky awareness events.
- *Success in light pollution control*. The applicant should demonstrate examples of new construction or renovation that complies with the lighting policy.
- *A sky brightness measurement program*. By establishing a monitoring program, the community can track progress in managing and reducing light pollution.

Becoming an International Dark Sky Community is a rewarding multi-year journey. Seeking IDA accreditation will improve nighttime visibility, reduce city-wide operation costs of lighting, may raise property values, and preserve the view and your connection to the night sky.

[5] ANSI/IES RP-8-18, Recommended Practices for Design and Maintenance of Roadway and Parking Facility Lighting.
[6] ANSI/UES LP-11, Lighting Practice: Environmental Considerations for Outdoor Lighting

Closing

Because the Santa Fe streetlight retrofit project seeks to reduce light pollution while realizing energy savings, we strongly recommend that you retain the services of a qualified independent lighting engineer familiar with projects that have successfully replaced streetlights and reduced light pollution. They will help you design and evaluate a system to meet your goals.

We encourage the residents of Santa Fe to recognize the value of their dark skies and to take all necessary steps to protect them. The decision you make will affect the nighttime environment of Santa Fe for the next generation.

Sincerely,



Ruskin Hartley
Executive Director
International Dark-Sky Association

cc. Santa Fe lighting working group

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

a) CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Villarreal) A Resolution Withdrawing the City of Santa Fe as a Member of the Regional Coalition of LANL Communities (RCLC). (Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

Committee	**Review:**
Introduced:	3/31/21
Quality of Life Committee:	5/5/21
Finance Committee:	5/17/21
Governing Body: 5/26/21	

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/05/2021
FOR CITY COUNCIL MEETING OF 05/26/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Villarreal) A Resolution Withdrawing the City of Santa Fe as a Member of the Regional Coalition of LANL Communities (RCLC). (Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

COMMITTEE REVIEW:
Introduced: 3/31/21
Quality of Life Committee: 5/5/21
Finance Committee: 5/17/21
Governing Body: 5/26/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion. Councilor Garcia moved this item from the consent agenda to the discussion agenda. Councilor Garcia abstained from voting has he is the Santa Fe representative on the RCLC.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

VOTE	**FOR**	**AGAINST**	**ABSTAIN**
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA			X
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe New Mexico
Memorandum

Date: May 14, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

From: Brian Williams, Emergency Manager BW
Jennifer Faubion, Council Liaison JF

Via: Kyra Ochoa, Community Health and Safety Department Director KO

RE: RCLC Withdrawal

EXECUTIVE SUMMARY:

The proposed Resolution withdraws the City of Santa Fe as a member of the Regional Coalition of LANL Communities ("RCLC") pursuant to subsection 10(C) of the Joint Powers Agreement.

BACKGROUND:

Founded in 2011, the RCLC is an organization comprised of elected and tribal officials representing their local communities. The stated purpose of the organization is to advocate for local needs and interests as they relate to LANL. RCLC members include: City of Española, Los Alamos County, Ohkay Owingeh, Pueblo of Jemez, Rio Arriba County, Santa Fe County, City of Santa Fe, Taos County, Town of Taos. Members pay dues each year based on the percentage of lab workers that live in the members' jurisdictions, as determined in 2011, to help fund the activities and management of the organization. The City of Santa Fe has paid $10,000 each year since 2011.

The RCLC came under scrutiny when the organization lost approximately half of its total funding when the Department of Energy withdrew a large grant and a state audit in August 2018 identified 18 negative findings including potential non-compliance with the grant, specifically regarding prohibited lobbying and unauthorized spending while on trips to Washington DC. In the months and years following, the RCLC faced significant leadership problems, being without an executive director or a fiscal agent for over 6 months in 2020-2021. Additionally, the Santa Fe Governing Body voted not to approve the updated Joint Powers Agreement in March 2021.

There have been questions and concerns from constituents, elected officials, and other community leaders over RCLC's transparency, use of funds, impact, and added value to the member communities that comprise the group.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Renee Villarreal

A RESOLUTION

WITHDRAWING THE CITY OF SANTA FE AS A MEMBER OF THE REGIONAL COALITION OF LANL COMMUNITIES (RCLC).

WHEREAS, the City of Santa Fe ("City") has spent $100,000 in membership dues and invested hundreds of City Councilors' hours in the Regional Coalition of LANL Communities ("RCLC") since the RCLC's inception in 2011; and

WHEREAS, the Governing Body has not been given regular updates on the work, focus, and impact of the RCLC, despite Councilors' requests for updates, presentations, and/or reports; and

WHEREAS, while the RCLC promotes itself as an effective advocate for "mission diversification and accelerated cleanup at the Los Alamos National Laboratory", according to Los Alamos National Laboratory's ("LANL") congressional budget requests, LANL's nuclear weapons budget has increased from 61% of the total budget in 2011 to 78% in 2021, and the budget-share of environmental management dropped from 11% to 1% over the same period; and

WHEREAS, the RCLC supported a 2016 Consent Order that governs waste cleanup,

replacing a 2005 Consent Order, that allows the Department of Energy ("DOE") to direct which sites need cleanup, the standards for the cleanup campaigns, and the campaigns' completion schedules based on their funding allocations from Congress, and to extend cleanup deadlines based on the cost or complexity of the project, removing the enforcement authority of the New Mexico Environment Department to identify needed cleanup projects and set and monitor the schedule for completion; and

WHEREAS, the New Mexico Environment Department filed a civil lawsuit in February 2021 against the DOE for non-compliance of the 2005 and 2016 Consent Orders citing a "continuing pattern of delay and noncompliance" in its failure to meet agreed-upon milestones of legacy waste cleanup and is demanding the 2016 Consent Order be terminated and replaced with a new Order through a court-supervised process; and

WHEREAS, despite documented non-compliance and delay of cleanup orders outlined in the 2005 and 2016 Consent Orders, the DOE proposed to cut the LANL cleanup budget by 46% in FY 2021 ($220M to $120M), as shown in its official Congressional Budget Request; and

WHEREAS, according to a 2016 analysis completed by watchdog group Nuclear Watch New Mexico using publicly available LANL documents and data, the DOE plans to leave approximately 690,251 cubic meters of waste permanently buried in unlined pits and trenches that, without comprehensive cleanup, has the potential to threaten a regional sole-source aquifer that provides drinking water for San Ildefonso Pueblo, Española, Los Alamos, and Santa Fe, among other communities; and

WHEREAS, according to a 2018 DOE Office of Environmental Management document, DOE claims that cleanup at LANL is more than 50% complete, omitting from its calculations all of the radioactive waste that it plans to leave buried, a fact which the RCLC has not challenged; and

WHEREAS, while the RCLC's language in the proposed restated Joint Powers Agreement

("JPA") calls for "promotion of new missions for LANL that the citizens of the Coalition's members support," there is no evidence that the RCLC has had success in the past in directing LANL away from its primary mission of expanded production of plutonium pit bomb cores that will dominate its future as a growing nuclear weapons production site and create more radioactive waste and contamination; and

WHEREAS, while the RCLC's language in the proposed restated JPA says that "the Parties share a common interest in assuring that LANL's missions remain sustainable and diversified", there is no evidence that the RCLC has had success in shaping LANL's priorities and missions which are, as evidenced by LANL's funding requests, contradictory to recent policy statements and various City resolutions unanimously passed by the Governing Body calling for comprehensive cleanup, no expansion of pit production until chronic nuclear safety problems are resolved, and a new site-wide environmental impact statement that, among other things, would address wildfire protection; and

WHEREAS, the following resolutions establish the City's past and current position regarding LANL:

1. Resolution No. 2010-91 calling for "a new complete EIS" to "reassure the citizens of Santa Fe that the safety and environmental issues entailed in this growing project are being planned for in a careful and comprehensive way";

2. Resolutions Nos. 2003-64, 2006-104, 2008-17, and 2017-76 opposing expansion of plutonium pit production at LANL until all safety issues are resolved and calling for comprehensive cleanup of legacy wastes;

3. Resolution No. 2017-76 that specifically documented eight nuclear safety incidences at LANL, including a 2017 National Nuclear Safety Administration ("NNSA") report to the independent Defense Nuclear Facilities Safety Board ("DNFSB") that found that LANL was the only nuclear weapons production suite that did not meet expectations in the functional area of

criticality safety expectations; and

4. Resolution No. 2021-10 requesting that "the National Nuclear Security Administration prepare and complete a new site-wide environmental impact statement for Los Alamos National Laboratory before expanding plutonium pit production at the facility"; and

WHEREAS, the RCLC has struggled with inconsistent leadership, financial mismanagement, and transparency, as indicated by:

1. the lack of a consistent Executive Director for over a year;

2. the findings of the New Mexico State Auditor, in a 2018 special audit, that the RCLC improperly spent $51,519.45 in expenditures paid by the RCLC to governing board members, former Executive Directors, and third parties from July 1, 2014 through June 30, 2018; and

3. the lack of a designated fiscal agent to guarantee the proper use of taxpayers' dollars; and

WHEREAS, the Governing Body did not approve the proposed, amended, and restated JPA on March 31, 2021; and

WHEREAS, according to its official website hosted by the U.S. Office of Environmental Management, the Northern New Mexico Citizens' Advisory Board ("NNMCAB") "is a community advisory group that was chartered in 1997 [by the DOE] to provide citizen input to the U.S. Department of Energy on issues of environmental monitoring, remediation, waste management, and long-term environmental stewardship at LANL" whose mission "is to provide meaningful opportunities for collaborative dialogue among the diverse multicultural communities of Northern New Mexico, the DOE, LANL, and state and federal regulatory agencies"; and

WHEREAS, according to its official website hosted by the U.S. Office of Environmental Management, NNMCAB's responsibilities include "providing advice and recommendations on DOE Environmental Management programs regarding clean-up standards and environmental

restoration, waste management and disposition, monitoring and surveillance, outreach, future land use and long-term environmental stewardship, and associated environmental issues."

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, pursuant to Section 10(C) of the Joint Powers Agreement, the City withdraws as a member of the Regional Coalition of LANL Communities.

BE IT FURTHER RESOLVED that the City Manager work with the County of Santa Fe to begin exploring ways to accelerate LANL's cleanup through the powers of the Buckman Direct Diversion Project Board.

BE IT FURTHER RESOLVED that the City Manager reach out to the County of Santa Fe, other current RCLC members, and the NNMCAB, to begin exploring ways to create a new regional coalition that considers more holistic and balanced ways that LANL can be a regional and economic partner, while supporting independent, sustainable, and clean industries such as green energy and legacy nuclear waste cleanup, that do not rely upon expanded nuclear weapons production and take into serious consideration the health and well-being of the community and the environment.

BE IT FURTHER RESOLVED that the City seek reimbursement of the 2021 annual membership dues already paid to the RCLC.

BE IT FURTHER RESOLVED that the City Clerk send a copy of this Resolution to all members of the RCLC, the Board Chair of RCLC, the Department of Finance and Administration, and the New Mexico Congressional delegation.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/RCLC Withdrawal

FIR No. 3322

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): RCLC Withdrawal

Sponsor(s): Councilor Villarreal

Reviewing Department(s): Community Health and Safety Department

Staff Completing FIR: Jennifer Faubion and Brian Williams Date: 4/23/21 Phone: 505-955-6033

Reviewed by City Attorney: _____ Date: May 16, 2021

Reviewed by Finance Director: Alexis Lotero Alexis Lotero (May 17, 2021 08:51 MDT) Date: May 17, 2021

Summary:
The proposed Resolution withdraws the City of Santa Fe ("City") as a member of the Regional Coalition of LANL Communities ("RCLC"), of which the City has been a member since the RCLC's founding in 2011.

Departments Affected:
Community Health and Safety Department – Office of Emergency Management.

Consequences of Not Enacting Legislation:
The City would remain as a member of the RCLC and will continue to pay membership dues.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Although not legislation, the Governing Body recently rejected changes to the RCLC Joint Powers Agreement ("JPA").

Performance and Administrative Implications:
City employees do not work directly with the RCLC. If this Resolution is adopted, the City Council member appointed to sit on the RCLC will no longer represent the City as a member. Additionally, the Resolution charges the City to "reach out to the County of Santa Fe and other current RCLC partners to begin exploring ways to create a new regional coalition." This will require significant staff time and effort, but the exact staff hours are undetermined at this time.

Fiscal Implications:
The City would not pay the $10,000 in annual dues to the RCLC. The dues the City pays are based on the percentage of LANL employees that live within the city of Santa Fe, though the calculation has not changed since the RCLC was first established in 2011.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Dues	$<10,000>	$<10,000>	$<10,000>		R		
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ <10,000>	$ <10,000>	$ <10,000>				$<30,000>

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

Expenditure Narrative:

The City will not spend the $10,000 in annual dues it currently pays to the RCLC. This resolution will require a currently undetermined amount of staff hours required to explore a new coalition.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Brian Williams
Brian Williams (May 14, 2021 10:01 MDT)

Email: bgwilliams@santafenm.gov

Signature: Jennifer Faubion
Jennifer Faubion (May 14, 2021 10:22 MDT)

Email: jrfaubion@santafenm.gov

Signature: Kyra Ochoa
Kyra Ochoa (May 15, 2021 18:30 MDT)

Email: krochoa@santafenm.gov

10. CONSENT CALENDAR

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Villarreal)

A Resolution Withdrawing the City of Santa Fe as a Member of the Regional Coalition of LANL Communities (RCLC). (Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

COMMITTEE REVIEW:

Introduced: 03/31/21
Quality of Life Committee: 05/5/21
Finance Committee: 05/17/21
Governing Body: 05/26/21

Name: Stefanie Beninato
Comment - 05/26/2021 01:07 PM: (For)
I am for withdrawing. This organization has been ineffective.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

b) Request for Approval of contract for the Santa Fe Business Incubator: A renewal contract for Small Business Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625)

COMMITTEE REVIEW:	
Public Works/Utilities Committee:	05/11/2021
Finance Committee:	05/17/2021
Governing Body:	05/26/2021

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe New Mexico
Memorandum

Date: March 24, 2021

To: Public Works/Utilities Committee: March 29, 2021
Finance Committee: April 5, 2021
Governing Body Meeting: April 14, 2021

From: Janice Krish, Economic Development Specialist

CC: Rich Brown, Director - Community and Economic Development Department

RE: Santa Fe Business Incubator Renewal Agreement

ITEM AND ISSUE:
The Santa Fe Business Incubator (SFBI) uses best practices in incubation to develop primarily high-wage, high-growth businesses that attract capital, revenue and broaden the local tax base. SFBI is located in the south side of Santa Fe at the corner of Airport Road and Paseo del Sol; SFBI provides incubation services to a variety of industry sector startups, which also includes a bioscience lab, entrepreneurship HUB and a community co-working space. This is a three-year and two month contract renewal and brings a total investment in local entrepreneurship growth to $700,000.

BACKGROUND AND SUMMARY:

The City of Santa Fe's Economic Development Plan (the Angelou Plan), adopted in 2004, set a key goal of diversifying Santa Fe's economy. In 2012, a strategic update was completed through the City Business and Quality of Life Committee. The update focuses on entrepreneurship and business retention and expansion as a means of strengthening local business and the local economy. In December 2020 a 'Small Business Services' Invitation to Bid (ITB 21/21/B) was issued to achieve the goals of the economic development plan and implementation strategy that focused on business development/entrepreneurship. The SFBI was the sole bidder and has been a past key partner in the City's small business development. The proposal was selected based on their potential to continue to diversify Santa Fe's economy.

This program will assist early stage businesses to launch, grow and prosper in Santa Fe. The SFBI provides business training, mentoring, coaching and workshops and connects client companies to sources of capital.

ACTION REQUESTED:
The Economic Development Department recommends moving forward with the Santa Fe Incubator contract, since it will help fulfill the City's economic development mission to increase economic diversification and launch new businesses as we recover from the pandemic. The funding source for this contract in 2122800.510340. Munis Contract# 3202604.

ATTACHMENTS:

Small Business Development Services City Contract procurement packet

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202604**

Contractor: **Santa Fe Business Incubator**

Description: **SFBI provides incubation services to a variety of industry sector startups, which also includes a bioscience lab, entrepreneurship HUB and a community co-working space**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **When signed** Term End Date: **6/30/2025**

☐ 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)

Total compensation shall not exceed $700,000. Contractor shall be paid $175,000 per year.

3. **Procurement History:** **ITB/21/21/B**

Fran Dunaway (Apr 28, 2021 17:12 MDT) Apr 28, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: amendment to ITB #21/21/B

4. **Funding Source:** **Economic Development Fund** **Org / Object:** **2122800.510340**

Alexis Lotero (Apr 22, 2021 14:51 MDT) Apr 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Jessica Sandoval Phone # 505-955-6334

Email: jmsandoval@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Business Incubator

Procurement Title: Incubation Services - Workforce Development

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Community & Econ Dvlpt Staff Name Janice Krish

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jessica Sandoval	Admn Mangager	03/23/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (Apr 28, 2021 7:12 MDT)		
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

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Item#_____
Munis Contract# _____

City of Santa Fe Contract
Small Business Development Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and Santa Fe Business Incubator 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 Santa Fe Business Incubator. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide services to support and cultivate business creation and growth which leads to job creation and the diversification and strengthening of the Santa Fe economy.

The Contractor shall provide business incubation services for the City, including the following:

A. A program to assist early stage businesses to launch, grow and prosper in Santa Fe and regularly measure and track program effectiveness.

1) Business training, mentoring, coaching and workshops directly and/or in collaboration with other business development service providers.

2) Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.

B. A program to assist and encourage individuals interested in starting a business by providing: general assistance as appropriate, connections to other entrepreneurs, collateral materials and referrals to business resources.

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C. Professional facility and shared infrastructure for early stage businesses, including office and light production spaces, meetings rooms, common areas, shared equipment, telecommunications and high-speed internet service and/or access.

D. Operation of the shared bioscience laboratory.

E. Promote and market SFBI and its available services and the activities of client companies through a SFBI website, social media, traditional media, outreach and presentations, and other activities and communications highlighting news and activities and SFBI and client companies.

F. Work collaboratively with other key community economic development entities to provide additional assistance and resources for clients, and refer clients to other appropriate resources and programs in the community as needed.

G. In order to help further a city wide effort to understand the local entrepreneurial and workforce community, programs and constituent needs, when possible SFBI agrees to align their non-confidential data collection with the city's program.

H. Provide metrics and reports in accordance with the scope of work and continue to coordinate with the City Office of Economic Development to provide such data and reports.

I. Provide quarterly reports which include economic impact information and the following:

(1) The number of client companies/entrepreneurs assisted including SFBI client-tenants, affiliate client-members, and other program participants. Include the number of new clients/members and graduates.

(2) Number of new jobs added by clients/members. These shall be measured according to full-time annual equivalency.

(3) Sales and revenue, and the amount of investment attached and loans received as reported by SFBI clients/members.

(4) Note observations in business assistance requests and referrals, including common types of technical assistance needed (ie: concept development; financing; workforce; marketing; etc.).

(5) Develop and distribute surveys and feedback mechanisms for program participants to obtain input on program topics and client needs.

(6) Identify general industry sectors of clients/members and affiliates.

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(7) Notable changes or additions to facility or infrastructure including rental spaces, shared equipment, or other. Any notable information about demand for infrastructure services provided or needed.

(8) SFBI shall provide information on any notable changes to the program.

(9) Any other notable highlights, relevant trends, client service outcomes and developments regarding client companies and SFBI.

J. Provide an annual report (inclusive of the 4th quarter report). In addition to the quarterly report metrics, key metrics shall be gathered on an annual basis and aggregated in the 4th quarter report. Provide an annual impact presentation that will be submitted to the Economic Development Advisory Council (EDAC).

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	Annual Report	$175,000

The total compensation under this Agreement shall not exceed [$700,000] including New Mexico gross receipts tax. The Contractor will bill annually for first fiscal year FY21 for a total amount of up to $175,000 and in periods FY22 to FY24 on a quarterly basis, for a total annual amount of $175,000 per fiscal year.

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.

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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 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, 2025. 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.

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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.

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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

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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

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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

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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, § 38-3-1 (G). 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.

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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.

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33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not

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waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public

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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

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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:

City of Santa Fe
Janice Krish, Economic Development
500 Market Street
Santa Fe, NM 87501

To the Contractor:

Santa Fe Business Incubator
Marie Longserre, President & CEO
3900 Paseo del Sol
Santa Fe, NM 87507

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.

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CITY OF SANTA FE:

CONTRACTOR:
Santa Fe Business Incubator

DocuSigned by:
D10F9A37EA3542A...

ALAN WEBBER, MAYOR

Marie Longserre
President & CEO

DATE:

DATE: 3/31/2021

CRS# 02-283987-00-9
Registration # 222403

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 29, 2021 14:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2122800.510340
Org.Name/Org.# AL
AL

SANTFEB-06 AQUEZADA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/22/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Adrian Quezada PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: adrian.quezada@hubinternational.com
INSURED Santa Fe Business Incubator Inc 3900 Paseo Del Sol Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Selective Insurance Company of America 12572 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		S 2304127	11/18/2020	11/18/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S 2304127	11/18/2020	11/18/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S 2304127	11/18/2020	11/18/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC9075420	10/26/2020	10/26/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

CERTIFICATE HOLDER

City of Santa Fe
20 Lincoln Avenue
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

Invitation to Bid

Agreement

Small Business Development Services

ITB # 21/21/B

NIGP Commodity Code: 91820

Bid Due Date and Time: December 10, 2020 2:00 PM (MDT/MST)

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: _____ Address: _____
dba (if applicable): _____ _____
Co. Email: _____ _____
Co. Phone No.: _____
NM Gross Receipts Tax # (CRS)_____ Federal Tax ID # _____

Payment terms: _____ (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: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____
Signatory Email: _____ Phone No: _____

* 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.

9. **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.

10. **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).

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

12. **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.

13. **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.

14. **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 – December 10, 2020 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@santafenm.gov.

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

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:
Jessica Chavez
Telephone: 505-629-8351
Email: jjchavez@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 reserves the right to accept and/or reject any and all bids, 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 and/or services described herein. The terms and conditions of this Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and this Agreement number.

Only written signed orders are valid under this Agreement.

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 Agreement 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 and/or services 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.

Amendment:

This Agreement may be amended by mutual agreement of the CPO or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the CPO or his/her designee. Amendments affecting price adjustments and/or the extension of this Agreement's expiration date are not allowed unless specifically provided in the bid and agreement specifications.

Beneficiary:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Agreement.

Specifications:

Establish an Agreement for the City of Santa Fe (City) for Small Business Development Services.

Method of Award:

This Agreement is established as a source and convenience of the City. A single award will be made in the best interest of the City. It is the responsibility of the Requesting Department to utilize this Agreement to the best interest of the City.

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 in 1 year with the option to extend. This agreement shall not exceed four years.

Scope of Work:

The Contractor shall provide services to support and cultivate business creation and growth which leads to job creation and the diversification and strengthening of the Santa Fe economy.

- Provide business training, mentoring, coaching and workshops directly or in collaboration with other business development service providers.
- Host workshops on a quarterly basis
- Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.
- Provide quarterly metrics and annual reports on performance measures.
- Provide general assistance to individuals interested in starting a business by providing, connections to other entrepreneurs, collateral material and referrals to business resources.
- Provide professional facility and shared infrastructure for early stage businesses, including: office and light production spaces, conference and meeting rooms, lunch rooms, shared equipment, telecommunications, laboratories and high speed internet access.

- Promote and market services through website, social media, traditional media, in-person outreach and presentations.
- Provide referrals to other economic development entities to provide additional assistance and resources for clients.
- Provide certified business incubator documentation.
- Provide an annual performance report

Contractors Note:

The conditions and specifications set out in the Bid are inseparable and indivisible. Any contractor, by submitting a Bid, agrees to be bound by all such conditions or specifications. All conditions and specifications in the Bid and all other documents required to be submitted, shall be returned by the contractor in his/her Bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the Bid shall, at the discretion of the City, constitute grounds for rejection of the entire Bid. The City will not accept any added stipulation by the vendor.

The contractor(s) shall be considered an independent contractor and not an employee of the City. However, directions as to time and place of performance and compliance with the rules and regulations may be required by the Requesting Department.

Price Schedule:

Item	Approx. QTY	Unit	Article and Description	Unit Price
1.		Quarterly	Small business development services as per the specifications	$

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Specify, Goods, Services, or Software

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:

The Contractor shall provide services to support and cultivate business creation and growth which leads to job creation and the diversification and strengthening of the Santa Fe economy.

- Provide business training, mentoring, coaching and workshops directly or in collaboration with other business development service providers.
- Host workshops on a quarterly basis
- Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.
- Provide quarterly metrics and annual reports on performance measures.
- Provide general assistance to individuals interested in starting a business by providing, connections to other entrepreneurs, collateral material and referrals to business resources.

- Provide professional facility and shared infrastructure for early stage businesses, including: office and light production spaces, conference and meeting rooms, lunch rooms, shared equipment, telecommunications, laboratories and high speed internet access.

- Promote and market services through website, social media, traditional media, in-person outreach and presentations.

- Provide referrals to other economic development entities to provide additional assistance and resources for clients.

- Provide certified business incubator documentation.

- Provide an annual performance report

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	Small business development services	Quarterly	$

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_____. 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, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or,

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed

to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

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:

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:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org.Name/Org.#

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/11/2021
ISSUE NO. 8e Consideration of contract for the Santa Fe Business Incubator: A renewal contract for Small Business Development Services for the Economic Development Department. (Janice Krish, Economic Development Specialist: jakrish@santafenm.gov, 505-955-6915; Richard Brown, Director, Community & Economic Development: rdbrown@santafenm.gov, 505-955-6625) **COMMITTEE REVIEW:** Public Works/Utilities Committee: 05/11/2021 Finance Committee: 05/17/2021 Governing Body: 05/26/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Unanimously approved to forward to 5.17.2021 Finance Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/19/2021
FOR CITY COUNCIL MEETING OF 05/26/2021

ISSUE:

Request for Approval of Amendment No. 1 to Contract # 20-0565 for the NM Suicide Intervention Project to Increase Safety Net Services for Virtual Suicide Prevention Services and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

d) Request for Approval of Amendment No. 1 to Contract # 20-0565 for the NM Suicide Intervention Project to increase safety net services for virtual suicide prevention services and decrease number of youth served by navigation services. . (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

COMMITTEE **REVIEW**:
Finance Committee 1: 05/17/2021
Quality of Life Committee 2: 05/19/2021
Governing Body: 05/26/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **February 25, 2021**

TO: **Alan Webber, Mayor and City Council**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director Kyra Ochoa (Mar 17, 2021 09:35 CDT)
Julie Sanchez, Youth and Family Services Division Director jjs

FROM: **Elizabeth Peterson, Children and Youth Program Manager** EP

ITEM AND ISSUE: Review and Approve: Contract amendment for NM Suicide Intervention Project for change to the scope of work. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amount.

BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations that provide programs and/or services to children and youth throughout the City of Santa Fe.

The Commission in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic material goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on that need.

The pandemic has changed how organizations offer services and resources to individuals and families. NM Suicide Intervention Program has altered their service delivery to be virtual and even with virtual services, youth, families, and schools have not been deterred from seeking help. Suicide prevention services have increased while in person navigation to services and resources has decreased. This contract amendment reflects the increased need for virtual suicide prevention services and decreased number of youth served by navigation services.

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Commission has completed the process to review and recommend amending the NM Suicide Intervention Program contract scope of work.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

The Contract was fully executed November 8, 2020.

CONTRACT NUMBER:
The Munis contract number is 20-0565.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Children and Youth Fund/Fund 256
Munis Org Name/Number: Children and Youth/2560122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 26, 2021 09:28 MST)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Mar 1, 2021 08:16 MST)

Email: jjsanchez@santafenm.gov

NM Suicide Intervention Project Contract Amendment MEMO

Final Audit Report 2021-03-01

Created:	2021-02-26
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADdupKASeg-aR2DXuhfSyfxVPhHRZ22GS

"NM Suicide Intervention Project Contract Amendment MEMO" History

Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-02-26 - 4:22:02 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
2021-02-26 - 4:24:12 PM GMT

Email viewed by Elizabeth Peterson (empeterson@santafenm.gov)
2021-02-26 - 4:28:31 PM GMT- IP address: 104.47.64.254

Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-26 - 4:28:57 PM GMT - Time Source: server- IP address: 75.161.230.88

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-26 - 4:29:00 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-03-01 - 3:15:41 PM GMT- IP address: 104.47.64.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-03-01 - 3:16:12 PM GMT - Time Source: server- IP address: 73.26.148.94

Agreement completed.
2021-03-01 - 3:16:12 PM GMT

Item#_____
Munis Contract#3202195

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Tier II Navigation Services
#20-0565

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 8, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **THE NEW MEXICO SUICIDE INTERVENTION PROJECT** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Safety Net Services Delivery and Navigation Services.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK.

Article A, paragraphs 1) and 2) of the Agreement is amended, so that Article A, paragraphs 1) and 2) reads as follows

1) Suicide prevention services to a minimum of 420 youth at a rate of $150.00 per person.

2) Navigation Services to a minimum of 10 unduplicated youth at a rate of $1,200.00 per person.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
NM Suicide Intervention Project

_____
NAME

Executive Director
TITLE

DATE: 2-25-21
CRS# 02-294330-00-7

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 25, 2021 08:15 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

2560122.510400 AL
Munis Org. and Obj. Code

The Sky Center
New Mexico Suicide Intervention Project

Board of Directors
President:
Cameron Miranda
Vice President:
Edward Walpin
Treasurer:
Karen Aubrey
Leah Swanson
Brooke Gilder
Yvette Roybal
Peter Lovato

The Sky Center, NMSIP
PO Box 6004
Santa Fe, NM 87502

O:505.473.6191
F:505.983.0833
theskycenter@nmsip.org

skycenter.nmsip.org

February 8, 2021

Ms. Elizabeth Peterson, MPH
Children and Youth Program Manager
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504

Dear Ms. Peterson:

I am proposing the following amendment to our CYC Contract for 2021-2022: 1) safety net/suicide prevention services to a minimum of 420 youth at $150.00 per individual and 2) navigation services to a minimum of 10 youth at $1,200.00 per individual for a total contract of $75,000.00.

Original FY 21 Contract	**Tier 1, 2**	***$150 per safety net client x 220 $1,200 per navigation client x 35***	***$75,000.00***
NMSIP FY 21 Proposed Contract amendment	**Tier 1, 2**	***$150 per safety net client x 420 $1,200.00 per navigation client x 10***	***$75,000.00***
NMSIP FY 21 Proposed Contract amendment excluding $1,050.00 donation from City of SF	**Tier 1, 2**	***$150 per safety net client x 413 $1,200.00 per navigation client x 10***	***$73,950.00***

This amendment allows for maximum contract flexibility, reflecting our youth service needs. Even with virtual services, youth, families, and schools have not been deterred from seeking help. We need every cent of City funding for these individuals. The majority are poor, marginalized, and floundering with the weight of their day-to-day circumstances, coupled with the unrelentless and unending pandemic.

When we applied for funding, the client navigation estimate was a guess, at best, as we tried projecting reasonable numbers for this new service activity. I hope my proposed amendment will be acceptable.

Thank you for your consideration,
Cynthia

Cynthia Gonzales
Grants and Contracts Director
nmsuicideintervention@gmail.com

New Mexico Suicide Intervention Project is a 501 (c) (3) tax-exempt organization. This letter is your record of the above-mentioned gift. No goods or services were provided in consideration of this gift.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NM Suicide Intervention Project

Procurement Title: RFP 20/21/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Elizabeth Peterson | Children and Youth Program Manager | 2/25/2021

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

Fran Dunaway

Fran Dunaway (Apr 28, 2021 17:11 MDT)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **32002195**

Contractor: **NM Suicide Intervention Project**

Description: **Children and Youth Commission funded youth services**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **July 1, 2020** Term End Date: **June 30, 2023**

[☑] Approved by Council Date: **10/28/2020**

Contract / Lease: **CYC funded youth services**

Amendment # **1** to the Original Contract / Lease # **20-0565**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

[☐] Approved by Council Date:

Amendment is for:

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

Revise scope of work

3. **Procurement History:** **RFP 20/21/P**

Fran Dunaway (Apr 28, 2021 17:11 MDT) Apr 28, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: amendment to RFP 20/21/P

4. **Funding Source:** **Children and Youth Fund** **Org / Object:** **2560122.510400**

Alexis Lotero (Apr 22, 2021 14:39 MDT) Apr 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: NM SUICIDE INTERVENTION
DBA: NM SUICIDE INTERVENTION

Business Location: SF COUNTY

Owner:

License Number: 225993

Issued Date: March 05, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

NM SUICIDE INTERVENTION
PO BOX 6004
SANTA FE , NM 87505

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2021

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

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

PRODUCER	CONTACT NAME: Evie Padilla
ZIA INS AGENCY INC/CAPITOL INS SERVICES LLC 810 CALLE MEJIA SUITE 106 SANTA FE NM 87501	PHONE (A/C, No, Ext): 505.982-0934 FAX (A/C, No): E-MAIL ADDRESS: EVIE@ZIAINSURANCESF.COM

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
NEW MEXICO SUICIDE INTERVENTION PROJECT P O BOX 6004 SANTA FE, NN 87502-6004	INSURER A: PHILADELPHIA INDEMNITY INS CO	
	INSURER B: NEW MEXICO SECURITY INS CLO	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 001 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK2249346	03/28/2021 03/28/2020	03/28/2022 03/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK3349346	03/28/2021 03/28/2020	03/28/2022 03/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21696.122	03/13/2021 03/13/2020	03/13/2022 03/13/2021	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
prevention of youth suicide through counseling, awareness & training

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Evie Padilla

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COMMENTS/REMARKS

EMPLOYEE DISHONESTY
$100,000 LIMIT $5,000 DEDUCTIBLE

PROFESSIONAL LIABILITY
$1,000,000 EACH PROFESSIONAL OCCURRENCE
$2,000,000 GENERAL AGGREGATE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/15/2021

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

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

PRODUCER	CONTACT NAME: Evie Padilla
ZIA INS AGENCY INC/CAPITOL INS SERVICES LLC 810 CALLE MEJIA SUITE 106 SANTA FE NM 87501	PHONE (A/C, No, Ext): 505.982-0934 FAX (A/C, No): E-MAIL ADDRESS: EVIE@ZIAINSURANCESF.COM

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
NEW MEXICO SUICIDE INTERVENTION PROJECT P O BOX 6004 SANTA FE, NN 87502-6004	INSURER A: PHILADELPHIA INDEMNITY INS CO	
	INSURER B: NEW MEXICO SECURITY INS CLO	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 001 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK2249346	03/28/2021 03/28/2020	03/28/2022 03/28/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK3349346	03/28/2021 03/28/2020	03/28/2022 03/28/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21696.122	03/13/2021 03/13/2020	03/13/2022 03/13/2021	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
prevention of youth suicide through counseling, awareness & training

CERTIFICATE HOLDER

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AUTHORIZED REPRESENTATIVE

Evie Padilla

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GB COMMUNITY HEALTH AND SAFETY NM SUICIDE INTERVENTION AMENDMENT

Final Audit Report 2021-03-17

Created:	2021-03-16
By:	Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-4OacLCFoYRwWShna_Dgf4r7OBgRgpnL

"GB COMMUNITY HEALTH AND SAFETY NM SUICIDE INTERVENTION AMENDMENT" History

Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
2021-03-16 - 7:40:53 PM GMT- IP address: 73.26.148.94

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2021-03-16 - 7:41:24 PM GMT

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Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-17 - 2:35:16 PM GMT - Time Source: server- IP address: 174.219.9.135

Agreement completed.
2021-03-17 - 2:35:16 PM GMT

GB COMMUNITY HEALTH AND SAFETY NM SUICIDE INTERVENTION ADMENDMENT

Final Audit Report 2021-04-28

Created:	2021-03-17
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdQAWQiHuI4DKQfE-6E4NemqSfoRTd5-I

"GB COMMUNITY HEALTH AND SAFETY NM SUICIDE INTER VENTION ADMENDMENT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-17 - 10:59:01 PM GMT

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2021-03-23 - 0:59:11 AM GMT- IP address: 104.47.65.254

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-04-22 - 8:16:27 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-04-22 - 8:39:58 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-04-22 - 8:40:00 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-04-28 - 11:11:18 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-04-28 - 11:11:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-04-28 - 11:11:50 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/19/2021
FOR CITY COUNCIL MEETING OF 05/26/2021

ISSUE:

Request for Approval of Amendment No. 1 to Contract # 19-0592 for Interfaith Shelter to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

c) Request for Approval of Amendment No. 1 to Contract # 19-0592 for Interfaith Shelter to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

COMMITTEE **REVIEW**:
Finance Committee 1: 05/17/2021
Quality of Life Committee 2: 05/19/2021
Governing Body: 05/26/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **February 15, 2021**

TO: **Alan Webber, Mayor and City Council**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director Kyra Ochoa (Mar 17, 2021 09:36 CDT)
Julie Sanchez, Youth and Family Services Division Director JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager** EP

ITEM AND ISSUE:
Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amounts.

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

CONTRACT NUMBER:
Multiple award recommendations were made by the Human Services Committee**. (Please reference Appendix A for the Munis Contract Numbers)**

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)

Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 23, 2021 13:28 MST)

Email: jjsanchez@santafenm.gov

HSC Term Extension Contract Amendments Memo

Final Audit Report 2021-02-23

Created:	2021-02-23
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_XZqtctFYFM8vLgOIlqGDao6rvaJDNXY

"HSC Term Extension Contract Amendments Memo" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-23 - 8:22:09 PM GMT- IP address: 63.232.20.2

Document emailed to Elizabeth Peterson (empeterson@santafenm.gov) for signature
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2021-02-23 - 8:23:28 PM GMT- IP address: 104.47.64.254

Document e-signed by Elizabeth Peterson (empeterson@santafenm.gov)
Signature Date: 2021-02-23 - 8:24:11 PM GMT - Time Source: server- IP address: 75.161.230.88

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
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Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-23 - 8:28:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-23 - 8:28:13 PM GMT

POWERED BY Adobe Sign

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Interfaith Shelter

_____
NAME & TITLE
JOSEPH JORDAN-BERENIS, EXECUTIVE DIRECTOR
Date: 1/12/20
CRS# Exempt
Business Reg.# 222294

ATTEST:

_____
KRISTINE MIHELCIC CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 14:06 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0593

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

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2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☒ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 10 unduplicated adult individuals and/or families x $150.00 per individual adult/family.

   b. Safety net services to minimum of 900 unduplicated adult individuals and/or families x $165.00 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # of bed nights; # of meals; # of showers; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$300,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY20 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY21 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross

receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. Merger.

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

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. 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.

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

21. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

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

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

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

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

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

receives notice thereof, notify the legal counsel of the City.

24. 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

25. 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.

26. 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.

27. Notices.

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

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Interfaith Community Shelter Group, Inc., PO BOX 22653, joe@interfaithsheltersf.org].

28. Authority.

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

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Interfaith Community Shelter Group, Inc.,

NAME: JOSEPH JORDAN-BERENS
TITLE: EXECUTIVE DIRECTOR

DATE: 7/1/2019

CRS# EXEMPT
REGISTRATION# 19-00045983

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
ccmtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

HSC Contract Amendment List 19/31/P

APPENDIX A: FY19-21 HSC Contract Amendments

	Name of Nonprofit Organization	MUNIS Contract #	HSC Contract Amounts	Tier	Funding Category/Goal Area
1	Coming Home Connection	3200428	$ 75,000.00	II	Community Safety
2	Esperanza Shelter	3200450	$ 43,000.00	II	Community Safety
3	Feeding Santa Fe	3200472	$ 30,000.00	I	Equitable Society
4	Food Depot	3200474	$ 57,000.00	II	Equitable Society
5	Interfaith Community Shelter	3200483	$ 150,000.00	II	Behavioral Health, Community Safety
6	Kitchen Angels	3200485	$ 50,000.00	II	Equitable Society
7	La Familia	3200585	$ 75,000.00	I	Adult Health
8	Life Link	3200493	$ 70,000.00	II	Behavioral Health, Community Safety
9	Literacy Volunteers	3200712	$ 60,000.00	I	Equitable Society
10	NM Immigrant Law Center	3200855	$ 50,000.00	I	Community Safety, Equitable Society
11	Santa Fe Dreamers Project	3200595	$ 40,000.00	I	Equitable Society
12	St. Elizabeth Shelter	3200597	$ 100,000.00	II	Community Safety
13	YouthWorks	3200587	$ 50,000.00	II	Equitable Society
			$ 850,000.00		

Definitions:

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Apr 29, 2021 15:58 MDT)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **Appendix A mult**

Contractor: **Multiple HSC funded organizations: Appendix A**

Description: **Human Services Committee funded adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

Contract / Lease: **HSC funded services for FY 19-21**

Amendment # **1** to the Original Contract / Lease #

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

Amendment is for:

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

Extension of term for one (1) year for multiple organizations.

3. **Procurement History:** **RFP#19/31/P**

Fran Dunaway (Apr 29, 2021 15:58 MDT) Apr 29, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero (Apr 20, 2021 13:28 MDT) Apr 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 11, 2020

Classification: Business Registration - Standard

Expiration Date: March 11, 2021

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
POO BOX 22653
SANTA FE, NM 87502

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2185709	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2185709	11/1/2020	11/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		63790.112	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Each Occurrence	1,000,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Aggregate	2,000,000

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

SEE ATTACHED ACORD 101

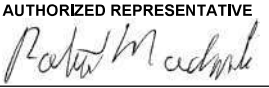
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

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Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 58 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

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LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

b. SECTION III – LIMITS OF INSURANCE, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

c. SECTION V – DEFINITIONS, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

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a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

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G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.

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K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

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Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

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organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. Franchisor – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. As Required by Contract – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. Owners, Lessees or Contractors – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

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Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, except when:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

      (1) Any insured; or

      (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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GB COMMUNITY HEALTH AND SAFETY INTERFAITH SHELTER AMENDMENT

Final Audit Report 2021-03-17

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GB COMM HEALTH AND SAFETY INTERFAITH SHELTER AMENDMENT

Final Audit Report 2021-04-29

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ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/19/2021
FOR CITY COUNCIL MEETING OF 05/26/2021

ISSUE:

Request for Approval of Amendment No. 1 to Contract # 19-0594 for New Mexico Immigrant Law Center to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

e) Request for Approval of Amendment No. 1 to Contract # 19-0594 for New Mexico Immigrant Law Center to Extend the Term for One Year from 6/30/21 to 6/30/22. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

COMMITTEE	**REVIEW**:
Finance Committee 1:	05/17/2021
Quality of Life Committee 2:	05/19/2021
Governing Body:	05/26/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **February 15, 2021**

TO: **Alan Webber, Mayor and City Council**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director Kyra Ochoa (Mar 16, 2021 15:58 CDT)
Julie Sanchez, Youth and Family Services Division Director JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager** EP

ITEM AND ISSUE:
Request for HSC Contract Term Extension; all contractors (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amounts.

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

CONTRACT NUMBER:
Multiple award recommendations were made by the Human Services Committee**. (Please reference Appendix A for the Munis Contract Numbers)**

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

Signature: Elizabeth Peterson
Elizabeth Peterson (Feb 23, 2021 13:24 MST)

Email: empeterson@santafenm.gov

Signature: 
Julie Sanchez (Feb 23, 2021 13:28 MST)

Email: jjsanchez@santafenm.gov

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0594

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and NEW MEXICO IMMIGRANT LAW CENTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

ATTEST:

_____
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 08:57 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
AL
MUNIS ORG/OBJ

CONTRACTOR:
New Mexico Immigrant Law Center

Adriel Orozco, Executive Director
NAME & TITLE

Date: 01/12/2021
CRS# Exempt
Business Reg# 03-197-869-00-0
BUSINESS LICENSE#224307

ITEM # 19-0594

CITY OF SANTA FE

GOODS AND SERVICES
Tier I: Safety Net Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **NEW MEXICO IMMIGRANT LAW CENTER** 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. "You" and "your" refers to **(NEW MEXICO IMMIGRANT LAW CENTER).** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

d. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

e. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

f. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

g. Unemployment: the circumstance of being without a paid job while available to work.

h. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

i. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☒ Domestic Violence rate
☒ Equitable Society	☒ % Unemployment ☐ % Food insecure households ☐% Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

2) Safety net services to City of Santa Fe resident's ages 18+.

3) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee, which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

4) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of referrals and number of clients served.

5) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.

6) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # or % of legal services to crime and abuse victims, # or % of adult participants who qualify for humanitarian-based legal status (U Visa, VAWA, T Visa, etc.), # or % of participants who report an increase in opportunities; # or % of participants surveyed for program satisfaction; and

2) # or % of clients referred to New Mexico Immigrant Law Center from outside agencies; and

3) # or % of New Mexico Immigrant Law Center participants screened by the social needs screening tool.

C. *Deliverables:*

1) Provide legal immigration services to a minimum of 61 per year unduplicated adult individuals and/or families victims of domestic violence, abuse, exploitation or related sexual assault and human trafficking x $821.00 per individual adult/family.

2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. **Compensation**

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

Deliverable item: _____

FY20: Unduplicated People Served 61 x $821.00 (annual per person rate) = $50,000.00 (Total Contract Amount)

FY21: Unduplicated People Served 61 x $821.00 (annual per person rate) = $50,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$100,000.00] 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 **June 30th 2021** 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 Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor 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 Vendor; 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 Vendor 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 Vendor/Contractor certifies the Vendor/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. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

15. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor 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. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

16. **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.

17. **Records and Financial 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. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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, § 38-3-1 (G). 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.

29. **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.

30. **Incorporation by Reference and Precedence**

A. 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.

B. 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.

31. **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.

32. **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.

33. **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.

34. **Insurance**

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

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

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

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

35. **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.

36. **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.

37. **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.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. 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:

i. 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;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. 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.

39. **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.

40. **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.

41. **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.

42. **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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [New Mexico Immigrant Law Center, 3130 Rufina Street, jlandau@nmilc.org].

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: [New Mexico Immigrant Law Center, 3130 Rufina Street, jlandau@nmilc.org].

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.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

44. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B.

Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
New Mexico Immigrant Law Center

NAME: Jennifer Lanlan
TITLE: Executive Director

DATE: 7/3/2019

CRS#EXEMPT
REGISTRATION # 19-00125059

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

HSC Contract Amendment List 19/31/P

APPENDIX A: FY19-21 HSC Contract Amendments

	Name of Nonprofit Organization	MUNIS Contract #	HSC Contract Amounts	Tier	Funding Category/Goal Area
1	Coming Home Connection	3200428	$ 75,000.00	II	Community Safety
2	Esperanza Shelter	3200450	$ 43,000.00	II	Community Safety
3	Feeding Santa Fe	3200472	$ 30,000.00	I	Equitable Society
4	Food Depot	3200474	$ 57,000.00	II	Equitable Society
5	Interfaith Community Shelter	3200483	$ 150,000.00	II	Behavioral Health, Community Safety
6	Kitchen Angels	3200485	$ 50,000.00	II	Equitable Society
7	La Familia	3200585	$ 75,000.00	I	Adult Health
8	Life Link	3200493	$ 70,000.00	II	Behavioral Health, Community Safety
9	Literacy Volunteers	3200712	$ 60,000.00	I	Equitable Society
10	NM Immigrant Law Center	3200855	$ 50,000.00	I	Community Safety, Equitable Society
11	Santa Fe Dreamers Project	3200595	$ 40,000.00	I	Equitable Society
12	St. Elizabeth Shelter	3200597	$ 100,000.00	II	Community Safety
13	YouthWorks	3200587	$ 50,000.00	II	Equitable Society
			$ 850,000.00		

Definitions:

Tier I will focus on safety net services delivery, e.g. # of individuals served with units or items of service delivery such as food, clothes, hours of counseling, etc. and will use Unite Us! to close

Tier II will focus on not only on safety net services delivery and closing referral loops but also on screening and navigation services. Tier II respondents will screen for needs and connect individual clients to safety net services and navigate them to other priority community services. A Social Needs Screening Tool will used to determine unmet needs. Navigation will coordinate care and services

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: HSC funded organizations- Appendix A

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Elizabeth Peterson | Children and Youth Program Manager | 2/15/2021

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

Fran Dunaway

Fran Dunaway (Apr 28, 2021 17:16 MDT)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **Appendix A mult**

Contractor: **Multiple HSC funded organizations: Appendix A**

Description: **Human Services Committee funded adult services FY 19-21**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 12, 2019** Term End Date: **June, 30, 2021**

☑ Approved by Council Date: **5/29/19**

Contract / Lease: **HSC funded services for FY 19-21**

Amendment # **1** to the Original Contract / Lease #

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **June 30, 2022**

☐ Approved by Council Date:

Amendment is for:

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

Extension of term for one (1) year for multiple organizations.

3. **Procurement History:** **RFP#19/31/P**

Fran Dunaway (Apr 28, 2021 17:16 MDT) Apr 28, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment to RFP 19/31/P- Final year of a 4 year term

4. **Funding Source:** **Human Service Fund/ 240** **Org / Object:** **2400122/510400**

Alexis Lotero (Apr 22, 2021 14:08 MDT) Apr 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: NEW MEXICO IMMIGRANT LAW CENTER
DBA: NEW MEXICO IMMIGRANT LAW CENTER

Business Location: 6601 VALENTINE WAY
SANTA FE, NM 87507

CRS Number: 03-197869-00-0

Owner: Jennifer Landau

License Number: 224307

License Type: Business License - Renewable

Issued Date: February 24, 2021

Classification: Business Registration - Standard

Expiration Date: February 24, 2022

Fees Paid: $35.00

NEW MEXICO IMMIGRANT LAW CENTER
PO Box 7040
Albuquerque, NM 87194-7040

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

NEWMEXI-18 SOGDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2020

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

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

PRODUCER Alliant Insurance Services, Inc. 3977 Harbour Pointe Blvd SW Mukilteo, WA 98275	CONTACT NAME: PHONE (A/C, No, Ext): (425) 740-5200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED New Mexico Immigrant Law Center PO BOX 7040 Albuquerque, NM 87194-7040	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Sentinel Insurance Company Ltd — 11000 INSURER B : Hartford Insurance Company of the Midwest — 37478 INSURER C : Columbia Casualty Company — 31127 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		52SBATZ1102	8/19/2020	8/19/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			52SBATZ1102	8/19/2020	8/19/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52WECGA2413 07	8/19/2020	8/19/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	PPROFESSIONAL LIAB			LAS596606865	8/19/2020	8/19/2021	EACH OCCURRENCE	1,000,000
C	PROFESSIONAL LIAB			LAS596606865	8/19/2020	8/19/2021	AGGREGATE	1,000,000

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

The City of Sante Fe, The Regents of the University of New Mexico, the County of Santa Fe and the County of Bernalillo are Additional Insured with respect to General Liability for Ongoing Operations of the Named Insured as required by written contract. Cancellation applies.

CERTIFICATE HOLDER

City of Santa Fe Children & Youth Commission
200 Lincoln Ave, Rm #122
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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BUSINESS LIABILITY COVERAGE FORM

Form SS 00 08 04 05

© 2005, The Hartford

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS
SPECIAL PROPERTY COVERAGE FORM
STANDARD PROPERTY COVERAGE FORM

I. The following provisions modify the **COMMON POLICY CONDITIONS.**

A. Paragraph **A.2.** of the **Cancellation Condition** is deleted and replaced by the following:

2. Permissible Reasons and Notice Period

a. If this Policy has been in effect less than 60 days and is not a renewal of a policy we issued, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation, provided that the cancellation becomes effective before the Policy has been in effect for 60 days.

b. If Paragraph **a.** does not apply, we may cancel only for one or more of the following reasons, or as permitted under applicable New Mexico law:

(1) Nonpayment of premium;

(2) There has been a substantial change in the risk assumed by us since the policy was issued;

(3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us;

(4) Willful and negligent acts or omission by you have substantially increased the hazards insured against;

(5) You presented a claim based on fraud or material misrepresentation.

c. If we cancel subject to **2.b.** above, we will mail or deliver to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation for the reason set forth in **2.b.(1)**;

(2) 30 days before the effective date of cancellation for the reason set forth in **2.b.(2)**;

(3) 15 days before the effective date of cancellation if for a reason set forth in **2.b.(3)**, **2.b.(4)**, or **2.b.(5)**

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or leinholder under this policy.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

1. If we pay a co-insured for loss arising out of an act of domestic violence by another insured, the rights of the co-insured, who did not cooperate in or contribute to the loss, to recover damage from the perpetrator of domestic violence are transferred to us to the extent of our payment. Following the loss, the co-insured who did not cooperate in or contribute to the loss may not waive such rights to recover against the perpetrator of domestic violence.

2. In Paragraph **B.1.** above, domestic abuse means attempting to cause or intentionally, knowingly or recklessly cause damage to property for the purpose of intimidating or attempting to control the behavior of another person, including a minor.

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C. The following is added and supersedes any provision to the contrary:

Nonrenewal

If we decide not to renew this policy, we will mail to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the policy.

Proof of mailing will be sufficient proof of notice.

II. The following provisions modify the **STANDARD** or **SPECIAL PROPERTY COVERAGE FORM**.

A. The following is added to paragraph **B.2. EXCLUSIONS:**

Domestic Violence Exclusion

1. We will not pay for loss or damage arising out of any act committed:

a. By or at the direction of any Insured; and

b. With the intent to cause a loss.

2. However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the loss provided that the loss is otherwise covered under this Coverage Form and is proximately related to and in furtherance of domestic abuse

3. If we pay a claim pursuant to paragraph **1.b.** above, our payment to the insured is limited to the extent that the person's interest in the property. In no event will we pay more than the Limit of Insurance.

4. Domestic abuse means attempting to cause or intentionally, knowingly, or recklessly causing damage to property for the purpose of intimidating or attempting to control the behavior of another person, including a minor.

B. With respect to coverage provided under this policy for one through four family residential buildings which you own and lease to others for use as a residence, the following is added to paragraph **E.5. Loss Payment** and supersedes any provision to the contrary:

1. We will pay, subject to the Limit of Insurance, no more than the actual cash value of the damaged residential building until the actual repair or replacement is complete. However, if the actual cash value amount is insufficient to initiate repair or replacement of the damaged residential building, we will advance to you the amount necessary for you to initiate such repair or replacement. After the payment of actual cash value or such greater amount as described above, we will advance further amounts as necessary to continue the repair or replacement. The total of all advances and other payments hereunder will not exceed the amount allowed under paragraph **5.d.(1)(c)**, nor will that total exceed the amount of loss payment we agree upon.

Under this loss settlement procedure, the following special provisions apply:

a. You shall promptly forward to us evidence of the agreement with the party repairing or replacing the damaged residential building, showing the cost and estimated completion date of the repairs to the building; and

b. We will send to you the balance, if any, of the loss payment previously agreed upon when you forward to us evidence of the completion of the repairs to the damaged residential building.

2. You may disregard the replacement cost provisions and make claim under this policy, for loss or damage to a residential building, on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions stated in **B.1.** above.

3. Paragraph **5.d.(2)** concerning the "Actual Cash Value Buildings" option does not apply.

C. The following is added to **Property Loss Conditions**

CATASTROPHE CONDITIONS

1. The provisions of this endorsement apply to a claim for direct physical loss or damage to Covered Property, provided that:

a. The claim is for loss or damage that results from a catastrophe declared by the Superintendent of Insurance; and

b. The catastrophic event is a Covered Cause of Loss.

2. The following provisions, **2.a.** and **2.b.**, are added to the policy and supersede any provisions to the contrary:

a. If you reported your claim to us:

(1) Before the catastrophe was declared, we will reach agreement with you on the

amount of loss within 90 days after the date on which the catastrophe was declared;

(2) After the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date on which you reported the claim.

b. However, the time periods specified in **2.a.** above will be extended by the period of time taken to resolve the following situations:

(1) We suspect the claim is fraudulent and commence an investigation to make such a determination;

(2) You do not provide the necessary information regarding the nature of the claim, following our request for such information; or

(3) You filed suit against us in connection with the claim before expiration of the applicable 90-day period.

3. All other provisions of this policy continue to apply in the event of a catastrophe, including the **Legal Action Against Us** and **Appraisal** Conditions.

4. This endorsement does not invalidate our right to deny your claim, nor the right of either party to seek judgment in a court having jurisdiction.

GB COMMUNITY HEALTH AND SAFETY NM IMMIGRANT LAW CENTER AMENDMENT

Final Audit Report 2021-03-16

Created:	2021-03-16
By:	Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABUhh_wGI-i5TCS7SvbkHpQZCCtkVXI_Q

"GB COMMUNITY HEALTH AND SAFETY NM IMMIGRANT LA W CENTER AMENDMENT" History

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GB COMMUNITY HEALTH AND SAFETY NM IMMIGRANT LAW CENTER ADMENDMENT R1

Final Audit Report 2021-04-28

Created:	2021-03-18
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 05/19/2021
FOR CITY COUNCIL MEETING OF 05/26/2021

ISSUE:

Request for Approval of Amendment No. 1 to Contract # 20-0563 for Gerard's House to Add Safety Net Services of Grief Support Groups for Youth and Decrease Number of Youth Served by Navigation Services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

Committee Review:
Finance Committee: 05/17/2021
Quality of Life Committee: 05/19/2021
Governing Body: 05/26/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

f) Request for Approval of Amendment No. 1 to Contract # 20-0563 for Gerard's House to add safety net services of grief support groups for youth and decrease number of youth served by navigation services. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, 505 470-3186)

COMMITTEE **REVIEW**:
Finance Committee 1: 05/17/2021
Quality of Life Committee 2: 05/19/2021
Governing Body: 05/26/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **March 24, 2021**

TO: **Alan Webber, Mayor and City Council**

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Acting Director KO
Julie Sanchez, Youth and Family Services Division Director JJS

FROM: **Elizabeth Peterson, Children and Youth Program Manager** EP

ITEM AND ISSUE: Review and Approve: Contract amendment for Gerard's House for a change to the scope of work. (Elizabeth Peterson, Children and Youth Program Manager, empeterson@santafenm.gov, (505)470-3186)

No change to contract amount.

BACKGROUND AND SUMMARY:

The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The founding Ordinance stipulates that the Committee shall make funding recommendations to the City Council from the Children and Youth Commission Fund to support nonprofit organizations that provide programs and/or services to children and youth throughout the City of Santa Fe.

The Commission in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic material goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on that need.

Gerard's House is requesting to change the scope of work to adequately reflect the services they are providing to youth. The contract executed only reflects navigation services. Safety net services are an integral part of service delivery for the youth served and should have been included in the original contract.

The safety net services will be specifically for youth participants in either;
1. Nuestra Jornada (Our Journey) is a program of ongoing, school-based peer grief support for students who have experienced the death of – or separation from – a parent or other loved one, provided in collaboration with Santa Fe Public Schools, Communities in Schools and other organizations.
2. The Semicolon group is a weekly peer support group for youth who have attempted or contemplated suicide, provided in partnership with the Sky Center. These are two of Gerard's House's eight direct service programs. Both programs include casework and the direct provision of some basic needs as needed.

Navigation services will be for youth who are receiving navigation to community partners by Gerard's House navigators on the Unite Us platform, with either the youth themselves or their parent/caregiver as the identified client. The proposed rates for navigation and safety net services are:

FY	***Tier***	***Rate***	***Amount not to exceed each year***
FY22	***II*** ***I***	***$800 per navigation client x 15 = $12,000*** ***$680 per safety net client x 100 = $68,000***	***$ 80,000.00***
FY23	***II*** ***I***	***$800 per navigation client x 15 = $12,000*** ***$680 per safety net client x 100 = $68,000***	***$ 80,000.00***

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Commission has completed the process to review and recommends amending the Gerard's House contract scope of work.

PROCUREMENT METHOD:

On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

The Contract was fully executed November 8, 2020.

CONTRACT NUMBER:
The Munis contract number is 3202193.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Children and Youth Fund/Fund 256
Munis Org Name/Number: Children and Youth/2560122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Signature: Elizabeth Peterson
Elizabeth Peterson (Mar 29, 2021 09:58 MDT)

Email: empeterson@santafenm.gov

Signature:
Julie Sanchez (Mar 29, 2021 10:27 MDT)

Email: jjsanchez@santafenm.gov

Signature:
Kyra Ochoa (Mar 29, 2021 12:02 CDT)

Email: krochoa@santafenm.gov

Item#_____
Munis Contract#3202193

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
Tier II Navigation Services
#20-0563

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **GERARD'S HOUSE** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Safety Net Services Delivery and Navigation Services.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK.

Article 2, of the Agreement is amended, so that Article 2, reads as follows;

Tier II. Safety Net Services Delivery and Navigation Services:

FY	*Tier*	*Rate*	*Amount not to exceed each year*
FY21	*II* *I*	*$800 per navigation client x 8 = $6,400* *$680 per safety net client x 70 = $47,600*	*$ 54,000.00*
FY22	*II* *I*	*$800 per navigation client x 15 = $12,000* *$680 per safety net client x 100 = $68,000*	*$ 80,000.00*
FY23	*II* *I*	*$800 per navigation client x 15 = $12,000* *$680 per safety net client x 100 = $68,000*	*$ 80,000.00*

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
Gerard's House

Katie Kubik
NAME

Co-Executive Director
TITLE

DATE: 3/12/21
CRS# 02382950008

Business License#222800

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 11, 2021 10:44 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

2560122.510400 AJH
Munis Org. and Obj. Code

Item# 20-0563

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**

a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

b. Navigation: the function of linking clients with essential health and community services. Navigation is performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation also assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

c. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

d. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

e. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.

v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

f. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

g. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

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2. **Scope of Work.**

☒Tier II: Safety Net Services Delivery and Navigation Services

Funding Category/Goal Area	Indicators
☐ Early Childcare and Supplemental Education	☐ % 3-5 yr. old Pre K Enrollment ☐ % Increase in 7 Pre-K Domains: NM Pre-K Observation Assessment; KOT ☐High School Graduation Rate ☐Outside of school, I am involved in music, art, literature, sports, or a hobby ☐At my school, a teacher or other adult who believes I will be a success ☐Habitual Truancy
☒ Youth Wellness	☐% Teen Pregnant with Prenatal Care in the First Trimester ☐Rate of Babies Born to Adolescents Per 1K (ages 15-17) ☐Skipped School because of Safety Concerns ☐% of Youth 19-21 Not in School or Working ☐Juvenile Arrests per 1K (ages 10-17) ☐Housing Instability Percentage Mental Health ☒Youth Depression ☒Youth Attempted Suicide (9-12 grade) Alcohol Use ☐Current Alcohol Use ☐Reported Binge Drinking (Past 30 Days) Other Substance Use ☐Current Use of Painkillers to get High ☐Current Methamphetamine Use ☐Current Heroin Use ☐Tried Marijuana for the First Time before age 13

A. The Contractor shall perform the following work:

1) Navigation Services to City of Santa Fe residents.
    a. Navigation services to a minimum of 105 participants a year at $700.00 per client

2) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

3) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

4) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

5) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Children and Youth Commission. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

6) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

7) Survey individuals served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

8) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

9) Ensure as appropriate that clients served are representative of historically unserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority on serving low to very low income households.

B. *Performance Measures.*

Contractor shall substantially perform the following:

1) # Clients served by Gerard's House programs
2) # Clients connected with services by navigator
3) # or percent % of clients who, after receiving services, report that they know how and have increased their belief that they know how grief affects them and that they know how and have increased their belief that they know how to take care of themselves when grieving.
4) # or % of clients served reporting an improvement in circumstances or positive change in social determinants of health

C. *Deliverables:*

1) Annual report and mid-year report documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Children and Youth Commission or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Children and Youth Commission in obtaining its goal(s) as set forth in its Strategic Plan.

2. **Compensation.**

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rates listed below:

FY	*Tier*	*Rate*	*Amount not to be exceeded each year*
A. FY21	*II*	*Nuestra Jornada: 105 participants x $700 = $73,500 Semicolon Group: 10 participants x $650 = $6,500*	*$80,000*
B. FY22	*II*	*Nuestra Jornada: 105 participants x $700 = $73,500 Semicolon Group: 10 participants x $650 = $6,500*	*$80,000*
C. FY23	*II*	*Nuestra Jornada: 105 participants x $700 = $73,500 Semicolon Group: 10 participants x $650 = $6,500*	*$80,000*
The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two-hundred and forty thousand dollars ($240,000).			

D. Payment in FY21, FY22 and FY23 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. **Status of Contractor.**

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

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/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.

10. **Release.**

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

11. **Confidentiality.**

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

12. **Product of Service -- Copyright.**

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

13. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during

the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

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

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

14. Amendment.

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

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

15. Merger.

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

16. Penalties for violation of law.

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

17. **Equal Opportunity Compliance.**

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

18. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. **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.

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

21. **Other Insurance**

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

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

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

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

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.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

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

24. 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.

25. 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.

26. 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.

27. Notices.

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

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Gerard's House, PO Box 28693 Santa Fe, NM 87592.

28. Authority.

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

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit one annual and one mi-year reports on the programmatic accomplishments made toward the goals of the grant agreement. Reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager. Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. **Fiscal Year Quarters:** — **Reports Due:**

Mid-Year Report: July-December	January 15th
Final Report: January-June	July 5th

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

CITY OF SANTA FE:

ALAN M. WEBBER
MAYOR

DATE: Nov 5, 2020

CONTRACTOR:
Gerard's House

NAME:
TITLE: Executive Director

DATE: 9/21/2020

CRS # 023829500 08
REGISTRATION# 20- 222800

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020

APPROVED AS TO FORM: GC
GC

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY
FINANCE DIRECTOR

2560122.510400
Munis Org. and Obj. Code

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Gerard's House

Procurement Title: RFP 20/21/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

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

Department Requesting: Community Health and Safety Department Staff Name Elizabeth Peterson

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Elizabeth Peterson | Children and Youth Program Manager | 3/9/2021

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

Fran Dunaway

Fran Dunaway (Apr 28, 2021 17:20 MDT)

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

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202193**

Contractor: **Gerard's House**

Description: **Children and Youth Commission funded youth services**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **July 1, 2020** Term End Date: **June 30, 2023**

☑ Approved by Council Date: **10/28/2020**

Contract / Lease: **CYC funded youth services**

Amendment # **1** to the Original Contract / Lease # **20-0568**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

☐ Approved by Council Date:

Amendment is for:

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

Revise scope of work

3. **Procurement History:** **RFP 20/21/P**

Fran Delaway (Apr 28, 2021 17:20 MDT)

Purchasing Officer Review: Date: Apr 28, 2021

Comment & Exceptions: Amend RFP 20/21/P to increase comp. term thru 6/30/23

4. **Funding Source:** **Children and Youth Fund** **Org / Object:** **2560122.510400**

Andy Hopkins (Apr 28, 2021 16:32 MDT)

Budget Officer Approval: Date: Apr 28, 2021

Comment & Exceptions:

Staff Contact who completed this form: **Elizabeth Peterson** Phone # **(505) 470-3186**

Email: **empeterson@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: GERARD'S HOUSE
DBA: GERARD'S HOUSE

Business Location: 3204 MERCANTILE CT C
SANTA FE, NM 87501

Owner: JERRY DURAN

License Number: 222800

Issued Date: March 08, 2021

Expiration Date: March 08, 2022

CRS Number: 02382950008

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

GERARD'S HOUSE
P.O. BOX 28693
SANTA FE, NM 87592

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

GERAHOU-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Gerard's House PO Box 28693 Santa Fe, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : New Mexico Mutual Casualty Company — 40627 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2248722	3/1/2021	3/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A		0097809104	3/1/2021	3/1/2022	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liabili			PHPK2248722	3/1/2021	3/1/2022		1,000,000

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

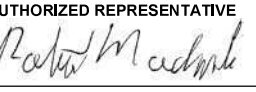
CERTIFICATE HOLDER

City of Santa Fe Children & Youth Commission
Santa Fe Youth & Family Servicies Division
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Santa Fe Children & Youth Commission Santa Fe Youth & Family Services Div
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

GB COMMUNITY HEALTH AND SAFETY GERALDS HOUSE

Final Audit Report 2021-04-28

Created:	2021-04-28
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXv-qfPVqwcfRa3cS6WpmUmj6naVD6B7p

"GB COMMUNITY HEALTH AND SAFETY GERALDS HOUSE" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-04-28 - 10:19:19 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-04-28 - 10:21:57 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-04-28 - 10:30:24 PM GMT- IP address: 104.47.64.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-04-28 - 10:32:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-04-28 - 10:32:03 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-04-28 - 11:18:50 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-04-28 - 11:20:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-04-28 - 11:20:09 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

g) Request for Approval of a Change Order # 1 to CIP #967 Aeriation Project Bid number 1'20/17/B with RMCI Inc. for an increase of $294,446.51. (Michael Dozier, Wastewater Management Division Director, mldozier@santafenm.gov, 955-4642)
1) Request for Approval of Budget Amendment Resolution

Committee Review:
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **April 14, 2021**

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

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for Approval of Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc. for an increase of $294,446.51 (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 505-955-4642)

BACKGROUND AND SUMMARY:

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements in each of the two basins should have a tapered down approach from the A to C passes, and a new grid would be installed in the D pass for times when a boost is needed for nitrification. Also recommending the purchase and installation of new turbo blowers as part of this project. The City's Wastewater aeration basins will also see improvements of scum removal system, and replacement of sluice gates. The north section of the Administration building's roof would also need replacing to accommodate the new blower system.

CO#1
In change order #1 additional sludge hauling, pump, valve changes, and pipe supports in the aeration basins created additional costs not encapsulated in the original contract. Duct banks previously sized were enlarged to accommodate modified motor control center wiring. When bypass pumping was tested the original calculated pump capacity was not sufficient. An additional pump was sourced to safely perform the bypass pumping.

PROCUREMENT METHOD:

Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance
PL# WWM2050001

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc**.** for an increase in the amount of $294,446**.**51 from WWMD Enterprise Fund cash balances**.**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ITEM #
MUNIS # 3201962

Change Order No. 1

Date of Issuance:	3/31/201	Effective Date: 3/31/21	
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #957
Contractor:	RMCI, Inc.	Contractor's Project No.:	2006
Engineer:	Carollo Engineers, Inc.	Engineer's Project No.:	11283A.20
Project:	Paseo Real Wastewater Treatment Plant – Aeration Improvements	Contract Name:	Paseo Real Wastewater Treatment Plant – Aeration Improvements

The Contract is modified as follows upon execution of this Change Order:

1. Modifications to Specification Section 01140 – Work Restrictions..... No Cost
2. Additional Sludge Hauling – North Aeration Basin..... $80,625.00
3. COP No. 2 - Revise Model of Centrate Pumps to Match Digester Pumps $11,994.77
4. COP No. 3 - Revisions to Electrically Actuated Valve Schedule ..... $ 6,186.07
5. COP No. 4 – Revise EQ Tank Sump Pump from Duplex to Simplex ..... $(27,450.80)
6. COP No. 5 – Provide Remote Transmitters for Thermal Mass Flow Meters $34,445.90
7. COP No. 6 – Upsize Misc. Electrical Conduits in Ductbanks $11,538.16
8. COP No. 8 – Additional Pumps Required for By-pass Pumping – North Aeration Basin $60,900.98
9. COP No. 9 – Modifications to Scum Trough Discharge Piping ..... $ 477.14
10. COP No. 10 – Concrete Equipment Pad for LCP-220 ..... $ 2,583.79
11. COP No. 11 – Replacement of Existing Aeration Basins Air Piping Supports $84,901.97
12. COP No. 12 – Clean Existing Diffuser Grid Piping – North Basin, Pass A-2 ..... $ 5,332.71
13. New Mexico Gross Receipts Tax @ 8.4375% $22,910.82

TOTAL $294,446.51

Attachments: *Change Order No. 1 Justification Summary with RMCI Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 11,661,233.20 (Inclusive of NMGRT)	Original Contract Times: 481 Calendar Days
Increase from previously approved Change Orders $ N/A	Increase from previously approved Change Orders N/A
Contract Price prior to this Change Order: $ 11,661,233.20 (Inclusive of NMGRT)	Contract Times prior to this Change Order: 481 Calendar Days

Increase of this Change Order: $ 294,446.51 (Inclusive of NMGRT)	Increase of this Change Order: 52 Calendar Days
Contract Price incorporating this Change Order: $ 11,955,679.71 (Inclusive of NMGRT)	Contract Times with all approved Change Orders: 533 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Carollo Engineers, Inc.	City of Santa Fe, NM	RMCI, Inc.
Title Senior Client Service Manager	Title	Title President/CEO
Date April 31, 2021	Date	Date 3-31-21

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 20, 2021 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Acting Finance Director
Alexis Lotero, Acting Finance Director (Apr 30, 2021 17:04 MDT)

MARY MCCOY, FINANCE DIRECTOR

5000375.572970 AJH
AJH

Project No. 101065

Change Order No. 1
Justification

JUSTIFICATION

Modifications to Specification Section 01140 – Work Restrictions	**Amount:** $ No Cost

Description of Change:

Specification Section 01140 – Work Restrictions, limited the months of the year that the contractor could have an aeration basin out of service. Work requiring drainage of a basin was restricted to the months between the beginning of May and the end of October. Restricting the drainage of a basin to the warmer months of the year was done to provide the City the ability to adequately treat the total flow of the plant through one aeration basin. During the winter months prior to the execution of the contract, the City had successfully treated the total flow of the plant utilizing one basin. Because the City demonstrated the ability to effectively treat the plant's total flow through one basin year-round, the City elected to eliminate the restraint on the time of year an aeration basin could be removed from service and drained.

Additional Sludge Hauling – North Aeration Basin	**Amount:** $ 80,625.00

Description of Change:

The contract contains an allowance for the removal of sludge built-up on the bottom of the north and south aeration basin when each basin is drained. An estimate was made as to the total quantity of sludge that would be present in the basins and was used to set the quantity of the allowance in the bid form. The estimate of the total quantity of sludge to be removed from both basins was 365 cubic yards. It was derived based on pervious experiences of the City when removing basins from service and observing the quantity of sludge remaining in the drained basin. Upon the draining of the north basin, it became evident that the amount of sludge remaining in the basin was significantly more than anticipated. The contractor was directed to remove all the sludge from the basin and would be compensated for the removal based on the unit price provided with the bid. The final quantity of sludge removed from the basin was 580 cubic yards which represented 215 cubic yards more than the total estimated quantity of sludge for both the north and south basin.

COP No. 2: Revise Model of Centrate Pumps to Match Digester Pumps	**Amount:** $ 11,994.77

Description of Change:

The City requested to have the pumps associated with the equalization tank revised to be the same manufacturer and model number as the pumps installed at the new digester complex. This change would reduce the number of spare parts required to be warehoused by the City. Borger pumps were installed at the new digesters. They are model number CL 390 with 10 hp motors and operate in a flow range of 125 to 250 gpm. Carollo determined that the requested pump will operate in the flow and pressure ranges designed for the equalization pump system.

COP No. 3: Revisions to Electrically Actuated Valve Schedule	**Amount:** $ 6,186.07

Description of Change:

The Intelligent Actuator Schedule as depicted in Specification Section 13447 was incorrect. The type of valve and valve sizing on various valves were depicted incorrectly. An updated schedule is provided as part of a Design Clarification and further refined in responses to Requests for Information.

COP No. 4: Revise EQ Tank Sump Pump from Duplex to Simplex	**Amount:** $ (27,450.80)

Description of Change:

The sump pump system in equalization tank the pump station was changed from a duplex pump system to a simplex (1 pump) system. Addendum No. 2 to the project erroneously changed the sump pump system from a simplex to a duplex system. A simplex system is required for the configuration of the sump. The NEMA 7 Vendor Control Panel was also deleted as it is not required because the drawings provide for the MCC to have a full voltage non-reversing starter and a local control panel.

COP No. 5: Provide Remote Transmitters for Thermal Mass Flow Meters	**Amount:** $ 34,445.90

Description of Change:

The ISA data sheet in Section 17305 for the thermal mass flow meters shows the transmitter as integral, as does detail NF112 on Drawing 99TN01. Drawing 22E04 shows the flow element as being remote from the transmitter for: FE/FIT-22-01-3, 5, 8, 13 and FE/FIT-22-02-3, 5, 8, 13. This change was to revise the thermal gas flowmeters so that they would be provided with remote indicators.

COP No. 6: Upsize Misc. Electrical Conduits in Ductbanks	**Amount:** $ 11,538.16

Description of Change:

Specification section 16130-3.03.-D.2.d shows a minimum ductbank conduit size of 2" for all ductbank conduit. The conduit ID labels shown on drawing 02E01 and the conduit schedules show conduits smaller than 2". Conduits L-83-030, L-83-031, L-83-032, and S-22-003 have been revised from ¾” to 2”.

COP No. 8: Additional Pumps Required for By-pass Pumping – North Aeration Basin	**Amount:** $ 60,900.98 **Time Extension**: 20-days

Description of Change:

Specification Section 01140 1.06.C.2 shows the bypass pumping requirements for the project. This section specified a minimum flow of one and one-half (1 ½) million gallons per day with a maximum flow of ten (10) million gallons per day, and an average flow of six and one-half (6 ½) million gallons per day. The bypass system was to be set up from the anoxic basin to the north aeration basin (in operation) and was provided with a one hundred (100) percent redundancy. RMCI confirmed this peak flow with the City (Alan MacGregor) prior to bringing out the bypass system. RMCI brought out two (2) pumps capable of ten (10) million gallons per day peak flow per pump. Upon startup of these pumps, it was found that the by-pass system could not keep up with the peak flow in the Anoxic Basin with one pump. With two (2) pumps operational, the by-pass system was still unable to keep up with the incoming flows. RMCI worked with the pump manufacturer to trouble shoot the pumps. The pump manufacturer insisted the issue was not with the pumps or the set-up of the bypass. RMCI ordered two (2) in line flow meters to monitor the amount of fluid being pumped and installed these flow meters on the bypass, using them in conjunction with two doppler flow meters. The flow meters proved one pump could handle ten (10) million gallons per day and two pumps could handle twenty (20) million gallons per day. There was substantially more flow being introduced in the anoxic basin verses what was specified. The numbers provided in the Specifications did not include the RAS return of five (5) million gallons of fluid per day. In addition, the plant was back feeding from the aeration basin to the anoxic basin through the MLS return valves. Once plant operations were able to isolate the valves, RMCI was able to keep up with the peak flow with two (2) pumps running simultaneously (this included the additional flow coming from the RAS return). Using both pumps did not allow for any redundancy. Design Clarification No. 005 and Work Change Directive No. 001 was issued to reduce the redundancy to fifty (50) percent and authorized RMCI to rent a third pump.

COP No. 9: Modifications to Scum Trough Discharge Piping	**Amount:** $ 477.14

Description of Change:

The centerline elevation for the scum trough was revised after the design phase to accommodate the various operating regimes of the aeration basins. The information to determine water surface elevations in the aeration basins under all operating schemes was not available during design. It could only be obtained from observation of operating the plant with only one aeration basin in service. This revision resulted in other changes to the scum trough system that were detailed in a Design Clarification. These modifications include:

1. Location of the scum trough moved approximately 10’-4” from the centerline of the scum manhole.
2. The centerline of the scum trough is at elevation -2.26. This is based on a reference elevation of 0.00 for the top of exterior wall of the aeration basin.
3. Addition of a 12” gate valve to the discharge piping.
4. Scum pipe material changed from SST to PVC – SDR 35 with push on joints.

5. Addition of a Fernco coupling at the discharge of the scum trough from the aeration basin.
7. Revisions to the layout of the stairs and platform.

COP No. 10: Concrete Equipment Pad for LCP-220	**Amount:** $ 2,583.79

Description of Change:

LCP-220 requires and equipment pad. The contract Documents did not call out for an equipment pad for this LCP. This change is for a concrete equipment pad to be placed under LCP-220.

COP No. 11: Replacement of Existing Aeration Basins Air Piping Supports	**Amount:** $ 84,901.97 **Time Extension**: 30 days

Description of Change:

The pipe supports for the existing air piping in both the north and south aeration basin are corroding and past their useful life. The contractor was directed to replace all of the existing aluminum pipe supports with stainless-steel pipe supports on the existing air piping in the north and south aeration basins. A total of 80 pipe supports were installed.

COP No. 12: Clean Existing Diffuser Grid Piping, North Basin, Pass A-2	**Amount:** $ 5,332.71 **Time Extension**: 2 days

Description of Change:

The continuous purge piping had broken from the manifold header and allowed sludge to get into the PVC manifold and grid piping and dry. RMCI disassembled the grid distribution piping, at the spline joints, and each twenty-foot section was cleaned using a pressure washer with a jetting nozzle and extended wand. The manifold piping was disconnected from the stainless-steel piping and the tee near the stainless-steel connection was rotated to allow for drainage. The jetting nozzle of the pressure washer was inserted into each end of the distribution grid openings allowing the cleaning to take place. The continuous purge piping was reconnected to the manifold end cap and the 0-rings were replaced when the grid distribution piping was reassembled.

END OF DOCUMENT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201962**

Contractor: **RMCI Inc.**

Description: **Anaerobic Digesters**
WWM2050001

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **5/27/20** Term End Date: **6/30/24**

☑ Approved by Council Date: **5/27/20**

Contract / Lease: **Conctract**

Amendment # **Change Order #1** to the Original Contract / Lease # **20-0251**

Increase/(Decrease) Amount $ **0294,446.51**

Extend Termination Date to: **Increase contract amount and scope**

☑ Approved by Council Date: **Pending**

Amendment is for: **term extension**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract #20-0251 $11,661,233.20

3. **Procurement History:** **20/17/B**

Fran Delaway (May 3, 2021 8:20 MDT) May 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend-C/O to increase comp and scope

4. **Funding Source:** **WWMD CIP Enterprise Fund** **Org / Object:** **5000375.572970**

Andy Hopkins (Apr 29, 2021 14:07 MDT) Apr 29, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: RMCI, INC.

Procurement Title: CIP# 957 Aeration Improvement Project

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 Utilites/Wastewater Staff Name Mike Dozier

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Mike Dozier, WWMD Director — Michael Dozier (Apr 19, 2021 13:37 MDT) — 4-19-21

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

Fran Dunaway (May 3, 2021 08:20 MDT) — Chief Procurement Officer — May 3, 2021

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

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

City of Santa Fe, New Mexico
Memorandum

DATE: **April 14, 2021**

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

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for Approval of a BAR to fund Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc. for an increase of $294,447 (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 505-955-4642)

BACKGROUND AND SUMMARY:

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements in each of the two basins should have a tapered down approach from the A to C passes, and a new grid would be installed in the D pass for times when a boost is needed for nitrification. Also recommending the purchase and installation of new turbo blowers as part of this project. The City's Wastewater aeration basins will also see improvements of scum removal system, and replacement of sluice gates. The north section of the Administration building's roof would also need replacing to accommodate the new blower system.

CO#1
In change order #1 additional sludge hauling, pump, valve changes, and pipe supports in the aeration basins created additional costs not encapsulated in the original contract. Duct banks previously sized were enlarged to accommodate modified motor control center wiring. When bypass pumping was tested the original calculated pump capacity was not sufficient. An additional pump was sourced to safely perform the bypass pumping.

PROCUREMENT METHOD:

Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of a BAR to fund Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc**.** for an increase in the amount of $294,447 from WWMD Enterprise Fund cash balances**.**

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	4/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD Treatement Plant	5000375	572970	WWM2050001	294,447	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 294,447	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract change order #1 with the RMCI Inc for Aeration Project

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(294,447)
TOTAL:	**(294,447)**

Maya Martinez 4/19/2021
Prepared By *{print name}* Date

Michael Dozier (Apr 19, 2021 13:37 MDT) 4-19-21
Division Director Signature *{optional}* Date

Shannon Jones 4/19/21
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH (Apr 19, 2021 15:50 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: RMCI INC
DBA: RMCI INC

Business Location: P.O. BOX 91447
ALBUQUERQUE, NM 87199

Owner: RMCI INC

License Number: 223524

Issued Date: December 09, 2020

Expiration Date: December 09, 2021

CRS Number: 02157665003

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor - General

Fees Paid: $10.00

RMCI INC
P.O. BOX 91447
ALBUQUERQUE, NM 87199

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

RMCIINC-01 KPATTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/20/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Kenly Smith PHONE (A/C, No, Ext): (505) 262-9473 FAX (A/C, No): E-MAIL ADDRESS: kenly.smith@hubinternational.com
INSURED RMCI, Inc. P.O. Box 91447 Albuquerque, NM 87199	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : Charter Oak Fire Insurance Company — 25615 INSURER C : The New Mexico Contractors Comp Trust Self-Insurance Fund — INSURER D : Travelers Property Casualty Company of America — 25674 INSURER E : St. Paul Surplus Lines Insurance Company — 30481 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X PD Deductible $2500 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	DT-CO-6013B636-PHX-21	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	810-3L405486-21-26-G	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0041A	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Builders Risk			QT-660-143D2218-TIL-21	2/1/2021	2/1/2022	Max Per Project	30,000,000
E	Pollution			ZCE-16N73520	2/1/2021	2/1/2022	Ded $25,000	2,000,000

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

.

SEE ATTACHED ACORD 101

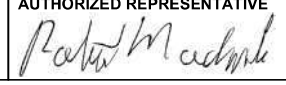
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave Room 122
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: RMCIINC-01 KPATTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		RMCI, Inc. P.O. Box 91447 Albuquerque, NM 87199
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
If required by contract:

General Liability: Blanket Additional Insured applies per endorsement attached/Primary Liability applies per GL coverage form attached/Engineer as An Additional Insured applies per endorsement attached/Waiver of Subrogation applies per endorsement attached/ Cancellation provision per endorsement attached

Automobile Liability: Blanket Additional Insured applies per endorsement attached/Blanket Waiver of Subrogation applies per endorsement attached

Workers Compensation: Blanket Waiver of Subrogation applies per endorsement attached/Cancellation Provision applies per endorsement attached

RE: Wastewater Aeration System Improvements Project

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ITEM # 20-0257

CITY OF SANTA FE

CONSTRUCTION/ENGINEERING CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) Construction services to upgrade the wastewater aeration system at the Paseo Real Wastewater Treatment Plant. The contractor shall provide services to install pre-furnished equipment and those furnished by the Contractor as specified in the plan drawings and specifications.

2) The aeration improvements associated with the above mentioned construction work are, but not limited to, work within the facility buildings, aeration diffusers, laterals, headers, control valves, blowers, variable frequency drives, airflow meters, construction of an equalization tank, HVAC, SCADA interfacing equipment for upgraded aeration processes and existing process analyzers, electrical system and controls, wiring, system controls and equipment, internal and external (yard) piping, utility extensions (Electrical Power/Auxiliary Power), scum removal system (selectors and aeration basins) replacement, upgrades to plant drain, piping, controls, and instrumentation.

3) Construction work for this project will need to meet specific milestone dates to ensure permit requirements can be met into 2021.

4) The construction services shall be scheduled and coordinated with City staff so the work during the project does not interrupt the City's ability to meet its current permit requirements as one aeration basin will be placed out of service at a time for construction work to be performed within the two basins.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Implement the design of the improvements, as described in the Plans and Specifications for the project, the Contractor will provide improvements to the Paseo Real facilities that will assure the efficient and effective operation of the Paseo Real biological treatment process, in compliance will the facilities standard operating procedures, and meet applicable discharge permit requirements.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and amount not to exceed ten million seven hundred fifty three thousand eight hundred seventy five dollars ($10,753,875), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling **nine hundred seven thousand**

three hundred fifty eight dollars and twenty cents ($907,358.20) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed eleven million six hundred sixty one thousand two hundred thirty three dollars and twenty cents ($11,661,233.20). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This agreement shall begin on date approved by the City, and end on June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of

termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. 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.

9. 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.

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. **Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

14. **Amendment.**

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

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

15. **Change Orders.**

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2) The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

20. 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.

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

22. Other Insurance

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

A. Required Insurance:

Contractors required insurance as described in Exhibit A attached hereto and incorporated within.

B. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

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

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

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

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them

for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

24. Indemnification.

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

25. 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.

26. 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.

27. 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.

28. Notices.

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

City of Santa Fe:
Waste Water Division Director
Waste Water Management Division
73 Paseo Real
Santa Fe, NM 87507

To the Contractor:
RMCI, Inc.
6211 Chappell Road NE
Albuquerque, NM 87113

29. **Authority.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 5/27/20

CITY ATTORNEY'S OFFICE:

4/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
5000375.572970

CONTRACTOR:
RMCI, Inc.

See Attached
NAME

TITLE

DATE:
CRS#02-157665-003
Registration # 19-00110047

City of Santa Fe:
Waste Water Division Director
Waste Water Management Division
73 Paseo Real
Santa Fe, NM 87507

To the Contractor:
RMCI, Inc.
6211 Chappell Road NE
Albuquerque, NM 87113

29. **Authority.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 6/1/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
GB 9/27/20

CITY ATTORNEY'S OFFICE:

4/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
S000375.57297

CONTRACTOR:
RMCI, Inc.

NAME Steven J. Duffy
Vice President of Estimating
TITLE

DATE: 6/2/2020
CRS#02-157665-005
Registration # 19-00110047

GB PUD AMENDMENT 1 TO RMCI #20-0251

Interim Agreement Report 2021-04-29

Created:	2021-04-21
By:	Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAcWtuoao0mh0YqMlGtvW2dQilk-tghMyo

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB PUD AMENDMENT 1 TO RMCI #20-0251" History

Document created by Lailah Herrera (lrherrera@ci.santa-fe.nm.us)

2021-04-21 - 3:01:57 PM GMT- IP address: 63.232.20.2

Document emailed to aclotero@santafenm.gov for signature

2021-04-21 - 3:12:32 PM GMT

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/11/2021

ISSUE NO. 8g

Request for Approval of a Change Order # 1 to CIP #967 Aeriation Project Bid number 1'20/17/B with RMCI Inc. for an increase of $294,446.51. (Michael Dozier, Wastewater Management Division Director, mldozier@santafenm.gov, 955-4642)

Committee Review:
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 5.17.2021 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

h) Request for Approval of Amendment # 2 with Carollo Engineers, Inc. Professional Services Agreement 18-1065, to provide additional Construction Administration and Inspection Services to the Paseo Real Wastewater Treatment Plant Aeration System Improvements Project detailed in the attached agreement in the amount of $126,353.00 exclusive of NMGRT. (Michael Dozier, Wastewater Management Division Director, mldozier@santafenm.gov, 955-4642)

Committee Review:

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **April 12, 2021**

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

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Recommend the approval of Amendment #2 with Carollo Engineers, Inc. in the amount of ($126,353.00), exclusive of New Mexico Gross Receipts Tax, In accordance with the Professional Services Agreement 18-1065, to provide additional services detailed in the attached amendment.

BACKGROUND AND SUMMARY:

The Aeration Project began design soon after completion of the 2018 Nutrient Study. Carollo Engineers, Inc. after bid, received award for design and construction overview of the now in progress Aeration Project. The Aeration Project focuses on modification of effluent nutrient removal, added technological controls for facility operations, waste flow modifications, and process optimization.

Changes and modifications requested in Amendment#2 are as follows:

Task and Sub-Task Description		TOTAL PROJECT COSTS
Task 11	Construction Administration and Inspection	$126,353
11.3	Shop Drawings, Request for Information, Design and City Related Change Orders	
11.3.1	Shop Drawings	$61,050
11.3.2	Design	
11.3.2.1	Turblex Blower Building Roof Replacement Design	$19,662
11.3.2.2	Turblex Blower Building HVAC Replacement Design	$33,578
11.3.2.3	Dissolved Oxygen and Ammonia Analyzers Manufacturer Change - Hach to YSI	$4,629
11.3.3	City Related Change Orders	$7,434
Total		$126,353

PROCUREMENT METHOD:

Procurement method: Construction Bid

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

FUNDING SOURCE:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of Amendment #2 with Carollo Engineers, Inc. for ($126,353.00), exclusive of New Mexico Gross Receipts Tax, In accordance with the Professional Services Agreement 18-1065, to provide additional services detailed in the attached amendment.

Munis # 3201012

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#18-1065, #20-0630

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 26, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit “D” titled Change Order #1 attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred twenty six thousand three hundred fifty three ($126,353.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed seven hundred eighty thousand four hundred fifty thousand dollars ($780,450), plus applicable gross receipts taxes as described in Exhibit D attached hereto

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring John Doller

TITLE Vice President Senior Vice President

Date: 4/23/21

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 19, 2021 11:06 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5000375.572960
Business Unit/Line Item

PL # WWM2050001

Memorandum

To: Mr. Michael Dozier
WWM Division Manager
City of Santa Fe

Date: April 6, 2021

From: John Doller, P.E.
Carollo Engineers, Inc.

Project: Professional Services Agreement 18-1065
Paseo Real WWTP Aeration Improvements Project

Subject: Construction Administration and Inspection Services
Change Order No. 1

In accordance with the Professional Services Agreement 18-1065, Carollo Engineers, Inc. is prepared to provide services detailed in the attached Change Order No.1 to the Agreement.

Compensation for these services shall be *lump sum*.

The total for the additional services associated with this change order is one hundred twenty-six thousand, three hundred fifty-three dollars ($126,353.00), exclusive of New Mexico Gross Receipts Tax. The attached proposal provides details on the scope of services and fee computations.

Sincerely,

John D. Doller, P.E.
Senior Client Services Manager
Carollo Engineers, Inc.

City of Santa Fe

PASEO REAL WASTEWATER TREATMENT PLANT

AERATION SYSTEM IMPROVEMENTS PROJECT

Construction Administration and Inspection Services

Additional Services No. 1

SCOPE OF SERVICES

March, 2021

GENERAL DESCRIPTION

The *Nutrient Loading and Removal Optimization Study* (Carollo, 2018) completed a tiered evaluation of how the facility will be able to meet in a step-wise function future anticipated discharge permit requirements for total nitrogen (TN) and total phosphorus (TP).

The design of upgrades to the Aeration System (Tier 1), has been completed and is about to enter the construction phase. The City of Santa Fe has made a request for Carollo Engineers, Inc. to increase the level of participation during construction to augment City staff and assist in the completion of activities associated with the City.

During the final stages of design, the City of Santa Fe wanted to add scope of work to the project to replace the roof of the Turblex Blower Building. A decision was made to delay the design of the roof replacement until after project award to avoid a delay in the start of construction. An allowance was included in the bid schedule to cover the estimated cost of the roof replacement. Design drawings and specifications will be prepared by Carollo and provided to the Contractor for pricing.

There are other scope items either being added to the current project scope that have not been accounted for in the original construction administration and inspection services scope of services.

The following Scope of Services describes the additional professional services provided by Carollo Engineers, Inc. Inc., (ENGINEER) for the City of Santa Fe, New Mexico (OWNER) Paseo Real Wastewater Treatment Plant Aeration System Improvements Project, Construction Administration and Inspection Phase Services (Project) to accommodate the changes in project scope.

BASIC SERVICES

The purpose of this Scope of Work is to provide the OWNER additional construction phase services (including design services as required) for the Paseo Real Wastewater Treatment Plant Aeration System Improvements Project. The Basic Services portion of the Scope of Work consists of construction administration and inspection services during construction.

The following tasks are amended as part of this additional Scope of Services:

Task 11 - Construction Administration and Inspection

Only subtasks under Task 11 that were either added or amended as a part of this Scope of Services are shown below. If a subtask associated with Task 11 as depicted in the original Scope of Services is not shown below, it is not amended and remains as originally contracted.

PROJECT DURATION

This additional Scope of Services and associated Fee Proposal is based on a total project duration of 16 months from the Contractor's Notice to Proceed date as issued by the OWNER to the date of Substantial Completion. The Contractor Notice to Proceed was issued for July 20, 2020 with a corresponding substantial completion date of November 12, 2021.

COMPENSATION

The Fee Proposal associated with this Scope of Services is attached as Exhibit A.

Compensation is on a Lump Sum basis. Monthly invoices will be based on percent complete for each task.

Total compensation for this Scope of Work shall not exceed $125,539.00 (one hundred twenty-five thousand, five hundred and thirty-nine dollars) without written authorization from the OWNER.

TASK 11 – CONSTRUCTION ADMINISTRATION AND INSPECTION

Task 11.2 – Construction Inspection, Special Inspections, Progress Payments

Task 11.3 – Shop Drawings, Request for Information, Design and City Related Change Orders

Task 11.3.1 – Shop Drawings

The ENGINEER will receive, review, evaluate, and distribute (or take other appropriate action in respect of) shop drawings, samples, test results, and other data which Contractor is required to submit. The ENGINEER's review shall be for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto. The ENGINEER will receive and review (for general contents as required by the Contract Documents) maintenance and operating schedules and instructions, operation and maintenance manuals, guarantees, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

The Final Contract Documents as issued for construction will require the review of approximately 135 submittals This task accounts for an additional 55 submittals from the original contracted quantity of 80 submittals. The total number of additional submittals is based on a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of first submittals will require two (2) reviews.

Task 11.3.2 – Design

Task 11.3.2.1 – Turblex Blower Building Roof Replacement Design

The ENGINEER will develop a design for the replacement of the roof on the Turblex Blower Building.

The ENGINEER will participate in a site inspection of the Turblex Blower Building roof and review any existing record information on the design of the existing roof.

The ENGINEER will prepare technical specifications to address the performance requirements for the roof; and the specifications will also address such issues as submittal requirements, construction, and sequencing and constraints. The design of the replacement roof will be based on a TPO (Thermoplastic polyolefin) roofing system including insulation, cover board, and a membrane.

The specifications for the roof replacement will be reviewed with the OWNER prior to issuance to the Contractor for pricing. All comments received from the OWNER during the review will be incorporated into the final set of documents.

The ENGINEER will issue the roof replacement specifications to the Contractor for pricing. The ENGINEER will make efforts to negotiate an acceptable price for the work with the contractor. The ENGINEER will prepare a change order to the contract to authorize the use of the Allowance in the contract for the work.

The OWNER has determined through an independent investigation that asbestos exists in the sealant used for sealing roof penetrations. The ENGINEER will include provisions in the technical specifications for the contractor to remove all material containing asbestos in accordance with all local, State, and Federal regulations governing the handling, removal, and disposal of materials containing asbestos. The technical specifications will also include a copy of the pre-renovation asbestos survey conducted for the OWNER by Keers Environmental, LLC (December 16, 2020)

Task 11.3.2.2 – Turblex Blower Building HVAC Replacement Design

The ENGINEER will develop a design for the replacement of the three (3) roof mounted evaporative coolers on the Turblex Blower Building.

The ENGINEER will meet with the OWNER to define the scope for replacement of the HVAC system.

An analysis will be conducted to determine the required capacity of the units to provide maximize cooling in the blower building. Drawings and specifications for the evaporative cooler replacement will be reviewed with the OWNER prior to issuance to the Contractor for pricing. Comments received from the OWNER during the review will be addressed in preparing the final set of documents.

The ENGINEER will issue the evaporative cooler replacement drawings and specifications to the Contractor for pricing. The ENGINEER will make efforts to negotiate an acceptable price for

the work with the contractor. The ENGINEER will prepare a change order to the contract to authorize the work.

Task 11.3.2.3 – Dissolved Oxygen and Ammonia Analyzers Manufacturer Change – Hach to YSI

The original design for the Dissolved Oxygen (DO) and Ammonia analyzers was based on Hach, as directed by the OWNER to match existing analyzers. During construction, the OWNER requested that the manufacturers for the DO analyzers be changed from Hach to YSI. To accommodate this change, the original design had to be revised. These revisions were issued to the contractor in a Design Clarification. The revised design elements included:

- Development of specifications for the YSI DO and Ammonia analyzers
- Addition of conduit and wires to accommodate YSI analyzers
- Revise conduit schedule to accommodate YSI analyzers
- Revisions to circuit breakers to accommodate YSI analyzers
- Revise electrical and instrumentation drawings to accommodate YSI analyzers (18 drawings total)
- Revisions to circuit breakers to accommodate YSI analyzers

Task 11.3.3 – City Related Change Orders

The ENGINEER will prepare change order documents for the two scope of work additions to the project detailed in Tasks 11.3.2.1. and 11.3.2.2 and 11.3.2.3.

The ENGINEER will provide required drawings, specifications, and other supporting data, in the preparation of the change orders.

The ENGINEER will prepare and submit change order for the OWNER's approval and acceptance.

END OF DOCUMENT

City of Santa Fe

Paseo Real Wastewater Treatment Plant

March 2021

Construction Administration and Inspection Services
Additional Services Request No. 1

Fee Proposal

11283A.20

Task and Sub-Task Description	LUMP SUM LABOR PORTION										TOTAL PROJECT COSTS
	Senior Specialist	Project Professional	Professional	Assistant Professional I	Senior Technician	Clerical	Total Labor Hours	Total Direct Labor Cost	Other Direct Costs	PECE	
labor rate	$ 246.00	$ 182.00	$ 166.00	$ 135.00	$ 169.00	$ 98.00				$13.00/hr	
Task 11 - Construction Administration and Inspection	67	184	200	110	54	92	707	$ 116,162	$ 1,000	$ 9,191	**$ 126,353**
11.3 Shop Drawings, Request for Information, Design and City Related Change Orders											
11.3.1 Shop Drawings	56	82	112	44	0	36	330	$56,760		$4,290	$61,050
11.3.2 Design											
11.3.2.1 Turblex Blower Building Roof Replacement Design	4	34	8	62	0	8	116	$17,654	$500	$1,508	$19,662
11.3.2.2 Turblex Blower Building HVAC Replacement Design	2	48	56	0	48	40	194	$30,556	$500	$2,522	$33,578
11.3.2.3 Dissolved Oxygen and Ammonia Analyzers Manufacturer Change - Hach to YSI	1	12	4		6	2	25	$4,304		$325	$4,629
11.3.3 City Related Change Orders	4	8	20	4	0	6	42	$6,888		$546	$7,434
Total	67	184	200	110	54	92	707	$ 116,162.00	$ 1,000.00	$ 9,191.00	$126,353

City of Santa Fe, New Mexico
Memorandum

DATE: **April 12, 2021**

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

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for Approval of a BAR to fund Amendment #2 with Carollo Engineers, Inc. in the amount of ($126,353.00), exclusive of New Mexico Gross Receipts Tax, In accordance with the Professional Services Agreement 18-1065, to provide additional services detailed in the attached amendment.

BACKGROUND AND SUMMARY:

The Aeration Project began design soon after completion of the 2018 Nutrient Study. Carollo Engineers, Inc. after bid, received award for design and construction overview of the now in progress Aeration Project. The Aeration Project focuses on modification of effluent nutrient removal, added technological controls for facility operations, waste flow modifications, and process optimization.

Changes and modifications requested in Amendment#2 are as follows:

Task and Sub-Task Description		TOTAL PROJECT COSTS
Task 11	Construction Administration and Inspection	$126,353
11.3	Shop Drawings, Request for Information, Design and City Related Change Orders	
11.3.1	Shop Drawings	$61,050
11.3.2	Design	
11.3.2.1	Turblex Blower Building Roof Replacement Design	$19,662
11.3.2.2	Turblex Blower Building HVAC Replacement Design	$33,578
11.3.2.3	Dissolved Oxygen and Ammonia Analyzers Manufacturer Change - Hach to YSI	$4,629
11.3.3	City Related Change Orders	$7,434
Total		$126,353

PROCUREMENT METHOD:

Procurement method: Construction Bid

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

FUNDING SOURCE:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of a BAR to Fund Amendment #2 with Carollo Engineers, Inc. for ($126,353.00), exclusive of New Mexico Gross Receipts Tax, In accordance with the Professional Services Agreement 18-1065, to provide additional services detailed in the attached amendment.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	4/16/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD Treatement Plant	5000375	572960	WWM2050001	137,014	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 137,014	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract amendment #2

with the Carollo Engineering for Aeration Project

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(137,014)
TOTAL:	**(137,014)**

Maya Martinez 4/16/2020
Prepared By *{print name}* Date

Michael Dozier (Apr 16, 2021 18:11 MDT)
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH (Apr 19, 2021 09:59 MDT)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201012**

Contractor: **Bradbury Stamm Construction Inc**

Description: **Engineering Services**
PL# WWM2050001

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **9/26.18** Term End Date: **06**

☐ Approved by Council Date: **12/31/20**

Contract / Lease: **Conctract**

Amendment # **Amendment #2** to the Original Contract / Lease # **18-1065**

Increase/(Decrease) Amount $ **126,353 plus nmgrt**

Extend Termination Date to:

☑ Approved by Council Date: **Pending**

Amendment is for: **Increase compensation**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract #18-1065 $6540,97 plus nmgrt
Amendment #1 # 20-0630 extend term 12/31/22

3. **Procurement History:** **18/44/P 8/11/18**

Fran Dunaway (Apr 28, 2021 08:27 MDT) Apr 28, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment to current contract

4. **Funding Source:** **WWMD CIP Enterprise Fund** **Org / Object:** **5000375.572960**

Andy Hopkins (Apr 26, 2021 15:46 MDT) Apr 26, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: WWMD Aeration System Improvements

Solicitation RFP#: 18/44/P

Department Requesting/Staff Member PUD _Mike_Dozier

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

Department Rep Printed Name and Title

Michael Dozier (Apr 16, 2021 18:11 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway (Apr 28, 2021 08:27 MDT)

Purchasing Officer attesting that all information is reviewed

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

CRS Number: 03-162628-00-9

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

License Type: Business License - Renewable

Issued Date: February 10, 2021

Classification: Business Registration - Standard

Expiration Date: February 10, 2022

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/4/2021 — 10/13/2020

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #**
INSURED 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	**INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liab. Ins. Co. — 26247 **INSURER C :** Continental Casualty Company — 20443 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 16520868 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2020	7/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	BAP 9730571	7/4/2020	7/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2020	7/4/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2020	7/4/2021	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

PASEO REAL WASTEWATER TREATMENT PLANT AERATION SYSTEM IMPROVEMENTS - Item # 18-065. CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. CAROLLO PROJECT #11283A.10

CERTIFICATE HOLDER

16520868
CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING H
SANTA FE NM 87505

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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DATE (MM/DD/YYYY) 7/4/2021 10/13/2020

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B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	BAP 9730571	7/4/2020	7/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
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C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2020	7/4/2021	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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PASEO REAL WASTEWATER TREATMENT PLANT AERATION SYSTEM IMPROVEMENTS - Item # 18-065. CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. CAROLLO PROJECT #11283A.10

CERTIFICATE HOLDER

16520868
CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING H
SANTA FE NM 87505

CANCELLATION See Attachments

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AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ITEM # 18-1065

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide engineering design and consulting services, project management and construction oversight for the City as described in Exhibit "A" and "B" attached hereto.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

C. The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed six hundred fifty four thousand ninety seven dollars and 00/100 ($654,097.00), plus applicable gross receipts taxes as described in Exhibit "C" attached hereto

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on December 31, 2020, unless sooner pursuant to Article 6 below. Contract term may be extended for three (3) additional twelve (12) month terms.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services

performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, the Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of

that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all

losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever to the extent caused by Contractor's negligent performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Contractor's subconsultants, that impact project completion and/or success.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. CITY-PROVIDED INFORMATION AND SERVICES

The City shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, and Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing Contractor's services under this Agreement.

23. DOCUMENT USE AND REUSE

Documents, including drawings and specifications, prepared by Contractor

pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Contractor.

24. ESTIMATES AND PROJECTIONS

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Contractor makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Contractor's opinions, analyses, projections, or estimates.

25. SERVICES DURING CONSTRUCTION

A. Contractor shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by construction contractors or the safety precautions and programs incident to the work of construction contractors and will not be responsible for construction contractors' failure to carry out work in accordance with the construction documents.

26. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Wastewater Management Division
73 Paseo Real
Santa Fe, NM 87507

Carollo Engineers, Inc:
6200 Uptown Blvd. NE, Suite 120
Albuquerque, NM 87110

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 10/5/18

CAROLLO ENGINEERS, INC.:

Vice President
NAME & TITLE

DATE: 10-11-18

VICE PRESIDENT
NAME & TITLE
DATE: 10.11.18

CRS #: 03-162628-00-9
Business Registration #: 18-00117760

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 9/26/18

APPROVED AS TO FORM:

8/21

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

10/3

MARY MCCOY, FINANCE DIRECTOR

52468.572960
Business Unit Line Item

EXHIBIT "A"

CITY OF SANTA FE (CITY)

WASTEWATER TREATMENT PLANT AERATION SYSTEM IMPROVEMENTS

SCOPE OF WORK FOR CAROLLO ENGINEERS, INC. (CONTRACTOR)

Task 0 - Project Management

0.1 Project Management Plan

Prepare the Project Management Plan (PMP) Manual tabbed with the following information: Scope of Work, Schedule, Project Team and Contact List, Project Work Order Numbers and Budget Allocation, Document Templates, Calculations and Documentation Procedures, Quality Management Plan, Drawing List, Specifications List, Checklists for the City and Contractor, Equipment Lists, and Decision Log.

Setup, maintain, and use a SharePoint site for coordination and communication.

0.2 Project Management, Invoicing, Action Item Log, Decision Log

Prepare and submit a written monthly progress report to the City's Project Manager that will show the percentage of work completed and the percentage of contract billed, summarize the work completed during the month, and the work to be completed during the following month. Schedule or budget challenges will be discussed if necessary and corrective actions identified.

Maintain a decision log throughout the project to record the decisions made by the project team during site visits, workshops, and project meetings, as well as during telephone conversations or by email.

0.3 Not Used

0.4 Kick-off Meeting

Conduct a kick-off meeting with City staff in Santa Fe to review the scope of work and schedule for this Project, as well as discuss the roles and responsibilities of all participating stakeholders. A draft copy of the PMP will be submitted to the City's Project Manager in advance of the meeting. During the kick-off meeting, discuss the direction of the project and roles and responsibilities.

Deliverables: Monthly invoice and progress report and an updated decision log (presented with meeting notes).

Phase 1 Pre-Design and 30% Drawings

Phase 1 consists of the following tasks and subtasks:

Task 1 Basis of Design Definition
Definition of Design Criteria, Filtrate EQ Tank Sizing and Siting

These tasks involve developing the alternative evaluation and conceptual design for process modifications. A brief description for each area follows.

Aeration System Design For the aeration system conceptual design, undertake the following tasks:

1. Justify design influent flows and loads.

2. Quantify minimum, average, and maximum design air requirements.
3. Evaluate diffuser layout and improvement alternatives through process modeling.
4. Define the blower sizing criteria and solicit preliminary blower design and budget quotes.

Since the City is undertaking significant aeration system revisions in this project, replacing the remaining diffusers with new disc membranes will save energy. In this analysis, evaluate the following:

1. Is the number of diffusers in each zone adequate, or how many diffusers should be capped off in each zone to satisfy near-term air demand lows?
2. Confirm diffuser grids appropriate spacing. For example, would SNDN process control be better in the second half of the basin with only one active grid in the C pass, but one additional small grid in the D pass?

The final diffuser modifications will impact the minimum and maximum air demand in the near-term and in the future. Therefore, this analysis will be conducted first, before the future blower system is sized and designed.

Blower Design Discuss acceptable blower alternatives with the City during the kick off meeting. As a preliminary selection, include the following high-efficiency blower alternatives in this evaluation:

Sulzer
Neuros
Turblex

Evaluate the following alternatives for their technical and economic benefit, listed here in order of increasing capital costs:

- **Hoffman Solution:** Equip the Hoffmans with VFDs and use them as lead blowers for the aeration basins.
- **Hybrid Solution:** Equip one or two of the Hoffmans with VFDs and take credit for these units to cover a portion of your air demand.
- **Turbo Solution:** Continue to use the Hoffmans as a backup system while investing into replacing the existing Turblex units with likely two new units and one future blower.

Aeration Control Valves and Aeration Control Automation

In addition to assessing the aeration diffusers and blower system, the system will be modeled in SIMBA, a software that focuses on aeration system and control process modeling. This model builds onto the Biowin model that was calibrated for your process in the 2018 nutrient planning study. SIMBA will allow verification of the adequate control valve sizing to each grid zone, and testing of the process benefits of alternative aeration control logics.

Scum and Foam Control

Evaluate the various options for better managing scum and foam in the selectors and aeration basins, along with the preliminary cost estimates for associated modifications. It is anticipated that the following alternatives will be considered, listed here in order of increasing capital investments:

1. Assessing (and possibly testing) operational strategies with plant staff for removing scum in the aeration basins, thereby "outselecting" filaments continuously.
2. Repairing the existing surface wasting and pumping system in the selectors and aeration basins.
3. Installing a dedicated surface wasting system in the aeration basins to best protect the secondary clarifiers, tertiary filters, UV system, and effluent quality.

Filtrate Equalization (EQ) Tank

For the conceptual design of the filtrate EQ tank, the foremost five aspects should be refined:

1. Sizing of the tank: Assess current filtrate flows, and consider future filtration operation strategy and schedule. Redundancy: Design the filtrate tank as two chambers to simplify periodic cleaning and maintenance of the mixing system.
2. Site location of the tank: Accommodate possible future expansion.
3. Location of filtrate return to mainstream treatment: Evaluate the pros and cons of routing the filtrate back to the primary clarifiers or directly to the aeration basins.
4. Filtrate recycle control: Consider options of flow based, load based, inverse to influent flow. Control for recycle from the EQ tank to the main stream process.
5. Evaluate the benefits of load based recycle control. Regardless of phosphorus and ammonia concentration in the filtrate, this will allow the City to recycle steady nutrient loads to the aeration basins.

Site Utilities and EI&C

Develop conceptual design solutions to integrate the secondary treatment improvements into the SCADA overall architecture. EI&C needs supporting the design improvements will be identified. This task will be led by Contractor's EI&C group.

Drain Pumping

Review the existing drain pumps and aeration drain valves and make recommendations that will be included into the Final design.

Deliverables:

TM 1: Diffuser System and Aeration Control
TM 2: Blower Alternative Evaluation
TM 3: Scum Management
TM 4: Site, Civil, and Survey
TM 5: Filtrate EQ Tank and Pumping Sizing
TM 6: Plant Drain
TM 7: EI&C Evaluation

Task 2 (Not Used)

Task 3 Permitting (SUPPLEMENTAL SERVICES Tasks 3.1 – Permitting Coordination and 3.2 – NMED Coordination)

It is not anticipated that permitting will require significant time resources for this project. The State of New Mexico does not require approval of wastewater modifications unless the project is co-funded with state funds. Funds are reserved in this task if the City needs support for any outreach communication during or following the construction project related to regulators, other approval agencies, the City Council, or the general public.

Task 4 Technical Workshops

In the workshops, Contractor will spend time with City staff to summarize and discuss the essentials of each TM developed in Task 1, and review the respective drawing sets to solicit feedback from City staff.

Provide materials for each workshop no less than one week before each workshop to City participants. Discuss agenda and informational highlights with the City project manager in advance.

Provide O&M staff with a suggested checklist to guide their review and feedback.
Any feedback and review comments provided by the City will be incorporated into the Preliminary Design Report and drawing sets within two weeks following the meetings. Consolidate the project design elements into the following three workshops:

4.1 Aeration System & Controls and Scum Management Workshop (Workshop 1)

Workshop 1 will determine the design criteria of the blowers, aeration, control description, and scum removal alternatives. Decisions made through this workshop include blower selection, blower electrical demands, aeration control and scum removal strategies.

4.2 Filtrate EQ Tank Siting/Facility layout Workshop (Workshop 2)

Workshop 2 will provide the necessary engineering and cost analysis to help City participants make a decision on sizing, site location, mixing, and pump system for the filtrate EQ tank. The process modeling completed to date will save time to quantify projected filtrate flows and drain back control alternatives.

The final location of the Filtrate EQ Tank and Pumping System will be determined by the existing survey data provided by the City and existing record drawings that show the utilities (electrical, yard piping, etc)

Also prepare a preliminary site plan of where future side stream treatment facilities for phosphorus and nitrogen removal may be placed to reserve sufficient flexibility.

4.3 Site Utilities/Electrical/Instrumentation Workshop (Workshop 3)

In workshop 3, facilitate City decisions on necessary upgrades for the plant drain system and any other ancillary improvements that may be identified. Also discuss the Site Utilities/Electrical/ Instrumentation and determine the location and sizing of any new required utilities (electrical, yard piping) to accommodate the new design elements. This will include an evaluation of the ability to supply electrical service from the existing blower building switchgear. The workshop will also determine the site layout for all utilities.

At each workshop, the findings from the recommended layouts, design criteria, and preliminary control philosophies will be presented and discussed. All review comments and decisions made (in either verbal or written form) will be documented and incorporated into the Preliminary Design Report (PDR) summarized in Task 5.

Deliverables: Pre-meeting review materials, decision logs, meeting notes.

Task 5 Pre-Design Documentation

5.1 Preliminary Design Report (PDR) and 30% Design Drawings

In this task, consolidate the design definition from the TMs and drawings as the basis for Design Development Phase and Contract Document Phase. Selected layouts, design criteria, and preliminary control philosophies will be summarized and included in the PDR. Where necessary, additional engineering evaluations will be conducted based on input received from the City during the workshops in Task 4. This may include alternative layouts, costs analysis, site visits, and refined design criteria. The information presented at the workshops and the workshop meeting notes will be combined into one PDR containing information and recommendations that will serve as the basis for final design.

The PDR will consist of an executive summary and a collection of TMs as described above. A draft and final draft PDR will be provided to the City. City staff shall review a draft report and comments will be incorporated into the final PDR. The PDR will include 30 percent drawings and outline specifications as appendices.

Deliverables: Preliminary List of Drawings and Specifications; 30% Drawing Package (including Preliminary PI&D, Structural, Mechanical, Architectural Drawings); Summary Design Report

5.2 Preliminary Construction Sequencing Plan

It is assumed that the ongoing solids treatment and SCADA improvements will be installed and operable by the end of the design of this project. A Maintenance of Plant Operations (MOPOs) schedule will be included in the contract documents for this project detailing the blower shutdown and start-up procedures, and allowable construction sequences for the construction contractor, based on City inputs. The MOPO will address procedural steps, time and scheduling constraints, and plant interface issues that will aid the construction contractor in developing the sequence of work in order to minimize interferences and maintain continuous operation of the plant.

Deliverables: Preliminary Construction Sequencing Plan

5.3 Budgetary Cost Estimate and Probable Annual O&M Costs

Provide preliminary basis of cost, as well as construction and project cost estimates. The updated basis of cost will be used in all cost estimates prepared during the preliminary design phase.

Deliverables: Cost estimate (Class 3, Budgetary Cost Estimate, Probable Annual O&M Costs)

Phase 2 Design Development

Phase 2 consists of the following tasks and subtasks:

Task 6 Design Development and Workshops

6.1 SUPPLEMENTAL SERVICE TASK - Progress Meetings

Host three progress meetings during design development. Along with City staff, focus on the detailed plans and specifications prepared with emphasis on the facilities' layout, design details, and EI&C. Submit and discuss detailed plans and specifications at least one week ahead of the meetings. This will provide the Contractor initial feedback prior to the meeting to make any necessary adjustments, give the City the opportunity to decide who is essential to have in the meeting from the City, and to facilitate likely comments or concerns of City staff during the meeting. The three meetings are:

1. Filtrate EQ Tank Siting/Facility Layout Meeting
2. Aeration System & Controls and Scum Control Meeting

3. Site Utilities/Electrical/Instrumentation Meeting

Deliverables: (Minimum) 60% draft drawings

6.2 Design Development Review Workshop

Hold one workshop to present the 60 % level drawings and specifications.

Conduct a final internal Quality Control review of the drawings and specs prior to submitting any deliverables to the City.

Task 7 Design Development Documentation

7.1 Drawings and Specifications

The PDR developed in Task 5 will be the basis for the design development documents. The design development documents will include preliminary facility layouts, equipment configurations, major equipment technology selection, major process piping, process schematics, draft P&IDs, preliminary electrical load lists, electrical single-line diagrams, location/dimensions of major structures, and a complete specification list.

Plans will be prepared using the City's standards and title block. All drawings will be prepared using AutoCAD or MicroStation, and Contractor will prepare the General Conditions and Special Conditions using the City's standard documents.

Prepare the technical specifications using Contractor's standard detailed specifications. Contractor's construction drawings will include general, architectural, mechanical, structural, civil, electrical, and instrumentation drawings. Coordinate drawing organization closely with City staff to provide that this deliverable reflects City preferences and remains user friendly during the construction.

Deliverables: 60% design drawings and specifications.

7.2 Design Development Cost Estimate

Provide an updated basis of cost, as well as construction and project cost estimates. The updated basis of cost will be used in all cost estimates prepared during the design (Design Development Phase) portion of this work.

Deliverables: Cost Estimate (Class 2)

7.3 Refine Construction Sequencing Plan

The MOPO schedule established in Task 5.2 will be updated based on the 60% design drawings and specifications.

Deliverables: Refined Construction Sequencing Plan

Phase 3 Contract Documents

Phase 3 consists of the following tasks and subtasks:

Task 8 Final Design Workshops

8.1 Progress Meetings

Contractor will participate in two final design progress meetings with the City to be scheduled at a mutually-agreeable time. Brief meeting minutes will be provided to the City's project manager.

8.2 Final Design Review Workshop

Contractor will conduct a final design review workshop with the City to review final design features and receive City input. Contractor will provide a meeting agenda and minutes for the workshop.

Deliverables: Final design progress meeting minutes for two meetings; final design workshop agenda and minutes.

Task 9 Final Design Documentation

9.1 Construction Document Drawings and Specifications

Prepare the technical drawings and specifications to the 90% design level. Receive City comments on the 90% design package and prepare bid-ready (100%) design documents.

9.2 Construction Document Cost Estimate (Class 1)

Provide an updated cost construction cost estimate consistent with an AACE Class 1 estimate.

Deliverables: 90/100 % design drawings and specifications; final schedule of quantities and construction cost review.

Phase 4 Bidding Phase

Phase 4 consists of the following tasks and subtasks:

Task 10 Bid Support

10.1 Pre-Bid Conference

Prepare and help the City conduct the pre-bid conference.

10.2 Addenda Preparation Provide written responses to bidders' inquiries and assist the City in the preparation of addenda.

10.3 Bid Opening, Bid Evaluation, Recommendation Review the bid results and provide recommendations on the award of the construction contract.

10.4 Conformed Drawings and Specifications

Following bidding, provide conformed drawings, including all comments and changes made by Addenda.

Deliverables: Addenda; Recommendation on award; Conformed design drawings.

Phase 5 Construction Management

Phase 5 consists of the following tasks and subtasks:

Task 11 Construction Administration and Inspection

11.1 Pre-Construction Conference

Schedule, coordinate, and conduct a pre-construction conference. This will include preparing an agenda in advance to notify attendee of key items of discussion and preparation of meeting minutes.

11.2 Construction Inspection, Special Inspections, Progress Payments

Site visits will consist of on-site construction inspection for an average of 2 days per week for up to an 18-month construction period, or an equivalent amount of onsite time. Review and monitor the construction contractor's work against the contract documents to ensure compliance. During the course of the work, arrange and coordinate special inspections for structural, mechanical, and electrical work. Review progress payment submitted from the construction contractor and provide the City comments on the construction contractor progress.

11.3 Shop Drawings, Request for Information, Design and City Related Change Orders

Review submitted items (e.g., shop drawings, requests for information, and completion of construction) for conformance to the intent of the plans and specifications. Level of effort based on 80 submittals. Review and respond to design-related requests for clarifications, information, and proposals. Level of effort based on 100 construction contractor-initiated design-related requests.

11.4 Construction Progress Meetings

Participate in weekly on-site construction progress meetings. Meetings to occur during one of the days designated for on-site construction inspection.

11.5 Final Inspection

Schedule and conduct a final inspection of the completed work and issue punch lists of uncompleted items, where necessary. Assist the City in negotiation of unsettled changes or disputes associated with these inspections. Once the final punch list items have been completed, recommend acceptance to the City.

11.6 Start-Up Services

Oversee facilities acceptance testing and startup in cooperation with the construction contractor and the City. Startup and testing service will include assistance with comprehensive testing of functional equipment and the secondary treatment process.

11.7 Training

Provide system training on the design and operation of equipment related to this work. Training material will address the design intent, and operations and maintenance associated with the equipment for this work.

11.8 One year Warranty Inspection

Provide services after completion of the construction phase, to include inspection 1 year from substantial completion. The services include reporting discrepancies under guarantees in the construction contract documents.

Deliverables: Construction documents and documentation

Task 12 Construction Documentation

12.1 Field Observations

Prepare daily reports prepared for each day of on-site inspection.

12.2 Progress Meetings

Prepare meeting minutes for the weekly construction progress meetings.

12.3 Monthly Progress Report

Prepare a monthly progress report detailing the status of the project relative activities performed during the month, anticipated activities during the coming month, and actual budget expenditures versus as - planned expenditures.

12.4 Training, Start up and Testing Plan
Provide two (2) classroom and on-site training sessions to assist City personnel in fine-tuning the new processes of the new facilities.

12.5 O&M Manual Prepare an electronic O&M manual for all new facilities designed under the project.

12.6 Contract Record Drawings Prepare record drawings will be in electronic format ("pdf" and "dwg") produced from the AutoCAD or MicroStation file updated with as-built information provided by the construction contractor, assuming 80 drawings.

12.7 One-year Inspection Closeout Report

Prepare report on finding and observations during one-year project inspection.

Deliverables:

Progress meeting minutes
Monthly progress reports
Training Materials
Start-up testing Plan
Electronic O&M manual.
AutoCAD or MicroStation files of Contract Record Drawings
One-year inspection closeout report

EXHIBIT B – SCHEDULE
City of Santa Fe Wastewater Treatment Facility Aeration System Improvements

The scope of services described in Exhibit A will be completed based on the following anticipated schedule after receiving Notice to Proceed from the City.

PHASE	SCHEDULE (working days)	*ESTIMATED COMPLETION DATE
1. Pre-Design and 30%	60	2/1/19
2. Design Development (60%)	60	5/1/19
3. Contract Documents (90 and 100%)	40	7/1/19
4. Bid Support	60	10/1/19
5. Construction Management	200	9/1/20

*Estimated completion dates are based on assumed Notice to Proceed dates of **11/1/18** for design and **10/1/19** for construction. Estimated completion dates will be adjusted based on actual Notice to Proceed dates. The total duration of the project is anticipated to be 21 months including design and construction.

EXHIBIT C – Fee Schedule
City of Santa Fe Wastewater Treatment Facility
Aeration System Improvements

The scope of services described in Exhibit A will be completed for a fixed price fee as summarized in the following table.

Task Number	Task Description	Cost
Task 0	Project Management	$10,893
Phase 1	**Pre-Design and 30% Drawings**	
Task 1	Basis of Design Definition	13,683
Task 3	Permitting	6,296
Task 4	Technical Workshops	11.186
Task 5	Pre-Design Documentation	133,894
Phase 2	**Design Development**	
Task 6	Design Development Workshops	22,139
Task 7	Design Development Documentation	102,585
Phase 3	**Contract Documents**	
Task 8	Final Design Workshops	12,693
Task 9	Final Design Documentation	34,421
Phase 4	**Bidding Support**	
Task 10	Bid Support	18,168
Phase 5	**Construction Management**	
Task 11	Construction Administration and Inspection	244,621
Task 12	Construction Related Documentation	43,528
	Total Excluding NMGRT	**$654,097**

DRAFT-Rev 0

Signature:

Email: bksnyder@santafenm.gov

Signature:

Email: swjones@santafenm.gov

Signature:

Email: mldozier@santafenm.gov

Item#20-0630

Munis # 3201012

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#18-1065

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated September 26, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on December 31, 2022, unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

Date: Nov 17, 2020

CONTRACTOR:
Carollo Engineers, Inc.

_____
Name John Rehring
Vice President
Title

Date: 10/14/2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 11/10/2020 GC
GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 13, 2020 13:37 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5000375.572960
Business Unit/Line Item AL
AL

PL # WWM2050001

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/02/20
FOR CITY COUNCIL MEETING OF 11/10/20

h) Request for approval of Amendment No.1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. for a term extension of two (2) years. (John Del Mar, Public Utilities Engineer, jpdelmar@santafenm.gov, 955-4231)

Committee Review:
Public Works & Utilities Committee: 10/26/2020
Finance Committee: 11/02/2020
Governing Body: 11/10/2020

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

9-19-20

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/26/2020

ISSUE NO. 9F

Request for approval of Amendment No.1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. for a term extension of two (2) years. (John Del Mar, Public Utilities Engineer, jpdelmar@santafenm.gov, 955-4231)

COMMITTEE REVIEW:
Public Works and Utilities Committee 10/26/2020
Finance Committee 11/02/2020
Governing Body 11/10/2020

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 11/02/2020 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

Date: October 7, 2020

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

Via: Shannon Jones, Public Utilities Director SJ
Mike Dozier, Wastewater Management Division Director MD

From: John Del Mar, Engineer JDM
Brian Snyder, Engineer Supervisor BKS

RE: Amendment #1 to Professional Services Agreement (PSA) with Carollo Engineers Inc. (Carollo) for a term extension of two years.

ITEM AND ISSUE

The City of Santa Fe's (City) Wastewater Management Division (WWMD) is working on a project making improvements to the aeration system at the Paseo Real Water Reclamation Facility (PRWRF). The WWMD is requesting a term extension of two years to our PSA for *Wastewater Treatment Plant Aeration System Improvements* contract with Carollo Engineers. The extension is needed to maintain professional services through the construction phase of the project that is currently underway. Additional funding is not requested.

BACKGROUND AND SUMMARY

The City's WWMD began improvements to the aeration system at the PRWRF in 2018. Carollo was contracted to provide professional services to the WMD starting at the design phase of the project with annual contract extensions planned for three years to bring the project through the construction phase and to completion. Due to initial delays during the design phase, and then additional supply chain and personnel delays caused by the COVID pandemic, it has become necessary to extend this contract beyond the originally planned four years. The requested two year term extension is needed to provide engineering and technical support services during construction and is aligned with the term of the construction contract awarded to RMCI Inc.

The current contract term with Carollo ends on December 31, 2020. The construction schedule extends into spring of 2022. In order to ensure coverage of professional services throughout the project, and to avoid unnecessary requests for an extension beyond Dec 2021, this request is for an extension to December 31, 2022. This request does not impact the scope of work for the project, and no additional funding is requested.

ACTION REQUESTED

Staff requests approval of Amendment #1 to PSA with Carollo Engineers Inc. for *Wastewater Treatment Plant Aeration System Improvements* for a term extension of two years, ending on December 31, 2022.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Carollo Engineers, Inc

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $654,097.00

Termination Date: December 31, 2020

☐ Approved by Council Date:

☑ or by City Manager Date: September 26, 2018

Contract is for: consulting services

Amendment # 1 to the Original Contract# 18-1065

Increase/(Decrease) Amount $ $0.00

Extend Termination Date to: December 31, 2022

☑ Approved by Council pending

☐ or by City Manager Date:

Amendment is for: Extend term

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 654,097.00 of original Contract# pending Termination Date: 12/31/2020

Reason: Original Contract

Amount $ 0.00 amendment # 1 Termination Date: 12/31/2022

Reason: extend term

Amount $ amendment # Termination Date:

Reason:

Amount $ amendment # Termination Date:

Reason:

Total of Original Contract plus all amendments: $ $654,097.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 18/44/P Date: June 11, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** 4year
example: (First year of 4 year contract)

Fran Dunaway (Oct 19, 2020 09:57 MDT)

Purchasing Officer Review

Comments or Exceptions: Amendment #1 to extend only no increase to compensation. for a total of 4 years. 2022

7 **Funding Source:** WWMD **BU/Line Item:** 5000375.572960
PL # WWM2050001

Alexis Lotero
Alexis Lotero (Oct 19, 2020 09:20 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # #

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: WWMD Aeration System Improvements

Solicitation RFP#: 18/44/P

Department Requesting/Staff Member PUD John Del Mar

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

Department Rep Printed Name and Title

John Del Mar
John Del Mar (Oct 15, 2020 07:46 MDT)

Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Oct 19, 2020 09:57 MDT)

Purchasing Officer attesting that all information is reviewed

*

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: SF COUNTY
NM

Owner:

License Number: 117760

Issued Date: March 04, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/4/2021 — 10/13/2020

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1472613 CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER A : Zurich American Insurance Company — NAIC # 16535 INSURER B : American Guarantee and Liab. Ins. Co. — 26247 INSURER C : Continental Casualty Company — 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 16520868 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2020	7/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	N	N	BAP 9730571	7/4/2020	7/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 9730570	7/4/2020	7/4/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2020	7/4/2021	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

PASEO REAL WASTEWATER TREATMENT PLANT AERATION SYSTEM IMPROVEMENTS - Item # 18-065. CITY OF SANTA FE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. CAROLLO PROJECT #11283A.10

CERTIFICATE HOLDER

16520868
CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING H
SANTA FE NM 87505

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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ZURICH

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 9730569	7/4/2020	7/4/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/11/2021

ISSUE NO. 8h

Request for Approval of Amendment # 2 with Carollo Engineers, Inc. Professional Services Agreement 18-1065, to provide additional Construction Administration and Inspection Services to the Paseo Real Wastewater Treatment Plant Aeration System Improvements Project detailed in the attached agreement in the amount of $126,353.00 exclusive of NMGRT. (Michael Dozier, Wastewater Management Division Director, mldozier@santafenm.gov, 955-4642)

Committee Review:
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 5.17.2021 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

i) Request for Approval of Exempt Procurement for contract amendment # 4 with Eric Blinman, Director of the NM Office of Archaeological Studies (OAS) to provide continued service to the Water Division Construction Projects in the amount of $100,000 exclusive of NMGRT. (Brian Snyder, Water Division Engineering Manager, bksnyder@santafenm.gov, 955-4277)

Committee Review:

Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico

memo

Date: February 8, 2021

To: Public Utilities Committee / Finance Committee / City Council

From: Brian K. Snyder, Water Division Engineering Manager BKS

Via: Shannon Jones, Public Utilities Department director SJ
Jesse Roach, Water Division Director JR

RE: Request approval of Exempt Procurement for a contract amendment #4 with Eric Blinman, Director of the New Mexico Office of Archaeological Studies (OAS) in the amount of $100,000 (plus NMGRT) to provide continued service to the Water Division construction projects.

ITEM AND ISSUE:

The Water Division requests approval of an exempt procurement for a contract amendment #4 in the amount of $100,000 plus NMGRT to the contract with Eric Blinman, Director of the MNM Office of Archaeological Studies (OAS) to allow for continuation of needed repair and replacement work throughout the City and extending the term through June 30, 2022. This amendment makes the total contract amount $400,000 plus nmgrt.

BACKGROUND AND SUMMARY:

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurements with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

Funds for this work are available in Business will be available upon approval of the FY 21/22 Budget in Obj/Org # 5050381.510310 in the amount of $100,000.00 plus NMGRT.

The funding source is:
Fund Name /Number: Water Enterprise 505
Munis Org Name /Number: Water Division 5050381
Munis Obje ct Name /Number: Service Contracts 510310

Munis # 3200461

CITY OF SANTA FE
AMENDMENT No. 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371; #19-0396; #19-0925; 20-0376

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the parties, the City, acknowledge the receipt and sufficiency of which and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars ($100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed four hundred thousand dollars ($400,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty three thousand seven hundred fifty dollars ($33,750.) shall be paid by the City to the Contractor. **The**

total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred thirty three thousand seven hundred fifty dollars ($433,750). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Office of Archaeological Studies

DIRECTOR
_____
NAME & TITLE

Date: 2/8/21

CRS#02-171616-001
Registration # NA

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 8, 2021 10:58 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5050381.510310 FY 2021/2022
Business Unit/Line Item

2021 02 08 Amendment 4 OAS

Final Audit Report 2021-02-08

Created:	2021-02-08
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgyUVHLnLCiUW-8FDxnG3I8AOh1cs6mQ0

"2021 02 08 Amendment 4 OAS" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-08 - 5:42:45 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-08 - 5:44:25 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-08 - 5:58:16 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-08 - 5:58:26 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-08 - 5:58:26 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200461**

Contractor: **Office of Archaeological Studies/ Museum of NM**

Description: **Archaeological Services for City of Santa Fe projects.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **12/12/18** Term End Date: **06/30/21**

☑ Approved by Council Date: **12/12/18**

Contract / Lease: **Professional Services Agreement**

Amendment # **4** to the Original Contract / Lease # **18-1371**

Increase/(Decrease) Amount $ **100,000 plus grt**

Extend Termination Date to: **6/30/22**

☑ Approved by Council Date: **Pending**

Amendment is for: **New FY yearly amount and extend therm through the next FY.**

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

Original 18-1371 $100,000 plus grt 6/30/19
Am #1 19-0396 $100,000 plus grt
Am #2 19-0925 Term extension through 6/30/20
Am #3 20-0376 FY Comp increase $100,000 plus nmgrt and Term extension 6/30/21

3. Procurement History: **Exempt Procurement Procurement Code under New Mexico Statute 13-1-98.**

Fran Delaway (May 3, 2021 10:43 MDT) May 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions:

4. Funding Source: **Water Enterprise Fund** Org / Object: **5050381.510300**

Andy Hopkins (May 3, 2021 09:32 MDT) May 3, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **955-4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

NEW MEXICO
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER: RMD-EOC-FY21

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED
STATE OF NEW MEXICO
and
OFFICE OF CULTURAL AFFAIRS DEPARTMENT (50500)
LOSS PAYEE: TO WHOM IT MAY CONCERN

Coverage Period:

12:00 AM 07/01/2020 to 11:59 PM 06/30/2021

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained by contacting the State of New Mexico's Risk Management Division at 505-827-2036.

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation…….	Statutory Limits NMSA § 52-1-1 et seq.
C) Property……. i. Auto Physical Damage …….....	$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice ……..	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery……	$100,000,000.00 Limit
F) Fine Arts……	$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

Authorized Representative: Mark Tyndall, Director, Risk Management Division, GSD

Date Issued: 7-1-2020

For questions please contact the Loss Prevention and Control Bureau at 505-827-2036 or GSD.LPCB@state.nm.us

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

Effective: July 1, 2020

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars ($200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars ($300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars ($400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars ($750,000).

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Office of Archaeological Studies Museum of New Mexico
Procurement Title: Exempt

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source X* ☐ *Other* ☐ _____

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

Department Requesting PUD/ Water/ Engineering Staff Name Brian Snyder

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Brian Snyder	Brian K. Snyder (Feb 8, 2021 16:04 MST)	Engineering Supervisor	
Department Rep Printed Name (attesting that all information included)		Title	Date
Fran Duraway (May 3, 2021 10:43 MDT)		Chief Procurement Officer	May 3, 2021
Purchasing Officer (attesting that all information is reviewed)		Title	Date

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

*

City of Santa Fe, New Mexico

memo

Date: 2/5/21

To: Fran Dunaway, Purchasing Director

From: Brian K. Snyder, Water Division Engineering Manager BKS

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

RE: Request approval of Exempt Procurement for a contract amendment #4 with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies in the amount of $100,000 (plus NMGRT) to provide continued service to Water Division construction projects.

ITEM AND ISSUE

The Water Division requests approval of an exempt procurement for a contract amendment #4 in the amount of $100,000 plus NMGRT to the contract with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies (OAS) to allow for the continuation of archaeological services on repair and replacement work and projects throughout the City until June 30, 2022.

This will be the fourth amendment and fourth fiscal year for this contract and exempt procurement. The contract total with this amendment will be $400,000 plus nmgrt.

BACKGROUND AND SUMMARY

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurement with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

Approved:

Fran Dunaway
Fran Dunaway (May 3, 2021 10:43 MDT)

Fran Dunaway, Purchasing Director

ITEM # 18-137

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall be prepared to provide archaeological research, historic research, inventory, monitoring, testing, treatment, analysis, and reporting services as required for City of Santa Fe Water Division projects. The following laboratory analysis specialties may be requested, either in-house or through contracts with specialists include the following materials: pottery, chipped stone, groundstone, fauna, macrobotanical, human remains, pollen, all historic artifact categories, radiocarbon dating, tree-ring dating, luminescence dating, and archaeomagnetic dating. The Contractor may be requested to provide support on projects with GIS, graphic artists, and editors, with both an informal (Administrative Reports) and formal (Archaeology Notes) publication series. The Contractor may also be requested, on behalf of the City of Santa Fe, to prepare and submit artifacts and samples to the Museum of Indian Arts and Culture's Archaeological Research Collections for permanent curation.

B. The Contractor shall work with the Water Division to assess the crew needs and duration of project needs of particular scopes of work. These may include, at the Water Division's discretion, preparation of monitoring plans, execution of monitoring plans, analyses of artifacts, and preparation of monitoring reports. The Contractor may provide other archaeological services as needed.

C. For each scope of work, The Contractor shall prepare a cost estimate based on the approved rates. Contractor estimates shall be submitted to the Water Division for review and approval. If scopes of work change, the Contractor will submit amended estimates for Water Division review and approval prior to initiating additional work. Invoices will be based only on actual work completed.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed one hundred thousand dollars ($100,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand four hundred thirty seven and fifty cents. ($8,437.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred eight thousand four hundred thirty seven dollars and fifty cents (108,437.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the**

Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2019** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the

City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the

proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

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

20. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. 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.

24. 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.

25. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Office of Archaeological Studies
Museum of New Mexico
P.O. Box 2087
Santa Fe, NM 87504-2087

26. Authority.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 12/17/18

CONTRACTOR:
Office of Archaeological Studies

NAME AND TITLE

DATE: 12/18/18

CRS#02-171616-001
Registration # NA

ATTEST:

YOLANDA Y. VIGI, CITY CLERK
CC mtg. 12/12/18

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit Line Item

ITEM # 19-0396

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars ($100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed two hundred thousand dollars ($200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling sixteen thousand eight

hundred seventy five dollars ($16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy-five dollars ($216,875). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/6/19

CONTRACTOR:
Office of Archaeological Studies

NAME & TITLE

Date: 4/23/19

CRS#02-171616-001
Registration # NA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg 5/29/2019

APPROVED AS TO FORM:

4/15
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit/Line Item

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER:RMD-EOC-FY19

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: STATE OF NEW MEXICO **LOSS PAYEE: TO WHOM IT MAY CONCERN**
and
DEPARTMENT OF CULTURAL AFFAIRS (50500)

Coverage Period:

12:01 AM 07/01/18 to 12:01 AM 07/01/19

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained at http://www.generalservices.state.nm.us/riskmanagement/Resources_1.aspx

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	$100,000,000.00 Limit
F) Fine Arts.....	$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives. If you have any questions, contact:

Authorized Representative:		Lara White Davis
Date Issued:	7-1-2018	Lara White Davis, Director, Risk Management Division , GSD

ITEM # 19-0925

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the parties, the City, acknowledge the receipt and sufficiency of which and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 12/17/2019

CONTRACTOR:
Office of Archaeological Studies

DIRECTOR

NAME & TITLE

Date: 10/28/19

CRS#02-171616-001
Registration # NA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg 12/11/19

APPROVED AS TO FORM:

10/11/19

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050381.510310
Business Unit/Line Item

CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371; #19-0396; #19-0925

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the parties, the City, acknowledge the receipt and sufficiency of which and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars ($100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed three hundred thousand dollars ($300,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty five thousand three hundred twelve dollars and fifty cents ($25,312.50) shall be paid by the City to the

Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three hundred twenty five thousand three hundred twelve dollars and fifty cents ($325,312.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Office of Archaeological Studies

ERIC BLINMAN, DIRECTOR
NAME & TITLE

Date: 7/20/20

CRS#02-171616-001
Registration # NA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020 GC

CITY ATTORNEY'S OFFICE:

4/16/20
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050381.510310
Business Unit/Line Item

City of Santa Fe, New Mexico

memo

Date: April 7, 2020

To: Fran Dunaway, Purchasing

From: Paul A. Duran, Water Division Archaeological Technician

Via: Shannon W. Jones, Public Utilities Director
Jesse D. Roach, Water Division Director
Brian K. Snyder, Water Division Engineering Manager

RE: Request approval of Exempt Procurement for a contract with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies in the amount of $100,000 (plus NMGRT) to provide continued service to Water Division construction projects.

ITEM AND ISSUE

The Water Division requests approval of an exempt procurement for a contract in the amount of $100,000 plus NMGRT to the contract with Dr. Eric Blinman, Director of MNM Office of Archaeological Studies (OAS) to allow for the continuation of needed repair and replacement work throughout the City until June 30, 2021.

BACKGROUND AND SUMMARY

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurement with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

Fran Dunaway, CPO 5/12/20

City of Santa Fe, New Mexico

memo

Date: March 12, 2020

Munis # 3200461

To: Public Utilities Committee / Finance Committee / City Council

MM
mm

From: Paul A. Duran, Water Division Archaeological Technician PAD
PAD

Via: Shannon Jones, Public Utilities Department director SJ
Jesse Roach, Water Division Director JR
Brian K. Snyder, Water Division Engineering Manager BKS
BKS

RE: Request approval of Exempt Procurement for a contract with Eric Blinman, Director of the New Mexico Office of Archaeological Studies (OAS) in the amount of $100,000 (plus NMGRT) to provide continued service to the Water Division construction projects.

ITEM AND ISSUE:

The Water Division requests approval of a exempt procurement for a contract in the amount of $100,000 plus NMGRT to the contract with Eric Blinman, Director of the MNM Office of Archaeological Studies (OAS) to allow for continuation of needed repair and replacement work throughout the City until June 30, 2021.

BACKGROUND AND SUMMARY:

OAS provides archaeological support to the Water Division as needed for work such as water line replacements and emergency repairs. Procurements with OAS are exempt from Procurement Code under New Mexico Statute 13-1-98.

Funds for this work are available in Business Unit, Line Item 5050381.510310 in the amount of $100,000.00 plus NMGRT.

Signature: Paul A. Duran
Paul A. Duran (Jun 4, 2020 07:10 MDT)

Email: paduran@santafenm.gov

Signature: Brian K. Snyder
Brian K. Snyder (Jun 4, 2020 08:32 MDT)

Email: bksnyder@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature:
Shannon Jones (Jun 4, 2020 10:42 MDT)

Email: swjones@santafenm.gov

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Office of Archaeological Studies

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $100,000.00

Termination Date: June 30, 2019

☑ Approved by Council Date: December 12, 2018

☐ or by City Manager Date:

Contract is for: Archaeological studies for line projects

Amendment # 3 to the Original Contract# 18-1371

Increase/(Decrease) Amount $ $100,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase the comp and extend term for Fy 20/21

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 100,000.00 of original Contract# Pending Termination Date: 6/30/2019
Reason: arch services

Amount $ 0.00 amendment 1 Termination Date: 6/30/2020
Reason:

Amount $ 100,000.00 amendment 2 Termination Date: 1/0/1900
Reason:

Amount $ 100,000.00 amendment # 3 Termination Date: 6/30/2021
Reason:

Total of Original Contract plus all amendments: $ $300,000.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Exempt Procurement approved 9/12/18 and pending

6 **Procurement History:** _____
example: (First year of 4 year contract)

Fran Dunaway, CPO 5/12/20

Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** WATER **BU/Line Item:** 5050381.510310

Alexis Lotero
Alexis Lotero (Jul 23, 2020 13:33 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Office of Archaeological Studies; Museum Of New Mexico

Procurement Title: OAS Exempt

Other Methods: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☒ *Exempt* ☐ *Other* ☐

Department Requesting/Staff Member: PUD/Water/I Paul Duran

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	State Price Agreement
☒	☐	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☒	☐	Contractors Exempt Letter
☒	☐	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☒	Other:

Public Utilities/Water Division/Engineering/ Paul Duran Archaeological Technician
Department Rep Printed Name and Title

Department Rep Signature attesting that all information included

Fran Dunaway, CPO 5/12/20
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☒	☐	State Price Agreement
☒	☐	Cooperative Agreement
☒	☐	Sole source Request and Determination Form
☒	☐	Contractors Exempt Letter
☒	☐	Purchasing Officers approval of exempt procurement
☒	☐	Copies of all Sole Source submittals

☐ ☒ Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☐	☒	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☐	☐	Finalized Council Committee Minutes
☐	☒	Other: _____

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

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Paul Duran Archaeological Technician

Department Rep Printed Name and Title

_____

Department Rep Signature attesting that all information included

Signature: [signature] May 12, 2020

Email: fadunaway@santafenm.gov

Signature:

Email:

NEW MEXICO
GENERAL SERVICES DEPARTMENT
RISK MANAGEMENT DIVISION

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER:RMD-EOC-FY20

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: OFFICE OF CULTURAL AFFAIRS DEPART (50500)

LOSS PAYEE: TO WHOM IT MAY CONCERN

Coverage Period:
12:00 AM 07/01/19 to 11:59 PM 06/30/20

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained by contacting the State of New Mexico's Risk Management Division at 505-827-2036.

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	$100,000,000.00 Limit
F) Fine Arts.....	$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

Authorized Representative:		Clinton Nicley
Date Issued:	7-1-2019	Clinton Nicley, Director, Risk Management Division , GSD

N. M. S. A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

Effective: July 1, 2008

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars ($200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars ($300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars ($400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars ($750,000).

ITEM # 19-0925

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when the City and the Contractor execute it whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the parties, the City, acknowledge the receipt and sufficiency of which and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2020 unless terminated pursuant to Paragraph 6, infra.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the

City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 12/17/2019

CONTRACTOR:
Office of Archaeological Studies

DIRECTOR

NAME & TITLE

Date: 10/28/19

CRS#02-171616-001
Registration # NA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
Ecmtg 12/11/19

APPROVED AS TO FORM:

10/11/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

5050381.510310
Business Unit/Line Item

ITEM # 19-0396

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#18-1371

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated December 12, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Office of Archaeological Studies (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional archeological services for the City;

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred thousand dollars ($100,000) excluding applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed two hundred thousand dollars ($200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling sixteen thousand eight

hundred seventy five dollars ($16,875) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred sixteen thousand eight hundred seventy-five dollars ($216,875). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: 6/6/19

CONTRACTOR:
Office of Archaeological Studies

NAME & TITLE

Date: 4/23/19

CRS#02-171616-001
Registration # NA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5/29/2019

APPROVED AS TO FORM:

4/15
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit/Line Item

EVIDENCE OF COVERAGE

MEMORANDUM NUMBER:RMD-EOC-FY19

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

CERTIFICATE HOLDER INFORMATION

INSURED: STATE OF NEW MEXICO **LOSS PAYEE: TO WHOM IT MAY CONCERN**
and
DEPARTMENT OF CULTURAL AFFAIRS (50500)

Coverage Period:

12:01 AM 07/01/18 to 12:01 AM 07/01/19

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained at http://www.generalservices.state.nm.us/riskmanagement/Resources_1.aspx

Type of Coverage	Limit of Liability/Coverage
A) Liability i. General Liability ii. Automobile Liability iii. Law Enforcement iv. Civil Rights	Statutory Limit NMSA § 41-4-19
B) Workers Compensation.....	Statutory Limits NMSA § 52-1-1 et seq.
C) Property..... i. Auto Physical Damage	$550,000,000.00 Limit Actual Cash Value (ACV)
D) Medical Malpractice	Statutory Limit NMSA § 41-4-19
E) Boiler & Machinery.....	$100,000,000.00 Limit
F) Fine Arts.....	$300,000,000.00

Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.

Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives. If you have any questions, contact:

Authorized Representative:		Lara White Davis
Date Issued:	7-1-2018	Lara White Davis, Director, Risk Management Division , GSD

ITEM # 18-137

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall be prepared to provide archaeological research, historic research, inventory, monitoring, testing, treatment, analysis, and reporting services as required for City of Santa Fe Water Division projects. The following laboratory analysis specialties may be requested, either in-house or through contracts with specialists include the following materials: pottery, chipped stone, groundstone, fauna, macrobotanical, human remains, pollen, all historic artifact categories, radiocarbon dating, tree-ring dating, luminescence dating, and archaeomagnetic dating. The Contractor may be requested to provide support on projects with GIS, graphic artists, and editors, with both an informal (Administrative Reports) and formal (Archaeology Notes) publication series. The Contractor may also be requested, on behalf of the City of Santa Fe, to prepare and submit artifacts and samples to the Museum of Indian Arts and Culture's Archaeological Research Collections for permanent curation.

B. The Contractor shall work with the Water Division to assess the crew needs and duration of project needs of particular scopes of work. These may include, at the Water Division's discretion, preparation of monitoring plans, execution of monitoring plans, analyses of artifacts, and preparation of monitoring reports. The Contractor may provide other archaeological services as needed.

C. For each scope of work, The Contractor shall prepare a cost estimate based on the approved rates. Contractor estimates shall be submitted to the Water Division for review and approval. If scopes of work change, the Contractor will submit amended estimates for Water Division review and approval prior to initiating additional work. Invoices will be based only on actual work completed.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and such compensation not to exceed one hundred thousand dollars ($100,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand four hundred thirty seven and fifty cents. ($8,437.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one hundred eight thousand four hundred thirty seven dollars and fifty cents (108,437.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the**

Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2019** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

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

REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the

City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the

proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. **Merger.**

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

15. **Penalties for violation of law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

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

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

20. Other Insurance

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

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

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

23. 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.

24. **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.

25. **Notices.**

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
Office of Archaeological Studies
Museum of New Mexico
P.O. Box 2087
Santa Fe, NM 87504-2087

26. **Authority.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 12/17/18

CONTRACTOR:
Office of Archaeological Studies

NAME AND TITLE

DATE: 12/18/18
CRS#02-171616-001
Registration # NA

ATTEST:

YOLANDA Y. VIGI, CITY CLERK
CC mtg. 12/12/18

APPROVED AS TO FORM:

10/1
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52300.510310
Business Unit Line Item

Signature: Maya Martinez
Maya Martinez (Aug 6, 2020 15:05 MDT)

Email: mfmartinez@santafenm.gov

Signature: Geralyn Cardenas
Geralyn Cardenas (Aug 10, 2020 08:21 MDT)

Email: gfcardenas@santafenm.gov

GB PUD 20-0376 Office of Archaeological Studies - not executed

Final Audit Report 2020-08-11

Created:	2020-08-06
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3j9bnRXJP_GwpZDsqTIlKm-LqSPHbJPA

"GB PUD 20-0376 Office of Archaeological Studies - not executed" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-06 - 8:50:00 PM GMT- IP address: 63.232.20.2

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2020-08-06 - 8:56:33 PM GMT

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2020-08-06 - 9:04:12 PM GMT- IP address: 104.47.65.254

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Signature Date: 2020-08-06 - 9:05:26 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-08-06 - 9:05:28 PM GMT

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2020-08-07 - 10:01:18 PM GMT- IP address: 104.47.64.254

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Signature Date: 2020-08-07 - 10:13:51 PM GMT - Time Source: server- IP address: 73.26.218.44

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2020-08-07 - 10:13:53 PM GMT

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2020-08-10 - 2:15:54 PM GMT- IP address: 104.47.64.254

Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
Signature Date: 2020-08-10 - 2:21:01 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-08-10 - 2:21:03 PM GMT

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Signature Date: 2020-08-10 - 2:25:11 PM GMT - Time Source: server- IP address: 63.232.20.2

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2020-08-10 - 2:25:13 PM GMT

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2020-08-11 - 1:57:30 AM GMT- IP address: 104.47.64.254

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Signature Date: 2020-08-11 - 1:58:05 AM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to Shannon Jones (swjones@santafenm.gov), Mary McCoy (mtmccoy@santafenm.gov), Alan Webber (amwebber@santafenm.gov), Yolanda Vigil (yyvigil@santafenm.gov), and 5 more

2020-08-11 - 1:58:05 AM GMT

Signature: 

Email: jdroach@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

OAS #4 FY 2122

Final Audit Report 2021-02-09

Created:	2021-02-08
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-w--8zw9bjXzsF_ChPq49HFRSt24tRmk

"OAS #4 FY 2122" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-08 - 10:50:58 PM GMT- IP address: 63.232.20.2

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2021-02-08 - 10:52:49 PM GMT

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2021-02-08 - 11:01:59 PM GMT- IP address: 104.47.65.254

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Signature Date: 2021-02-08 - 11:04:23 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-02-08 - 11:04:25 PM GMT

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2021-02-09 - 6:28:25 PM GMT- IP address: 104.47.64.254

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Signature Date: 2021-02-09 - 7:25:57 PM GMT - Time Source: server- IP address: 63.232.20.2

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2021-02-09 - 7:26:00 PM GMT

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2021-02-09 - 7:58:37 PM GMT- IP address: 174.237.134.182

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-09 - 7:59:06 PM GMT - Time Source: server- IP address: 174.237.134.182

Agreement completed.
2021-02-09 - 7:59:06 PM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/11/2021
ISSUE NO. 8i Request for Approval of Exempt Procurement for contract amendment # 4 with Eric Blinman, Director of the NM Office of Archaeological Studies (OAS) to provide continued service to the Water Division Construction Projects in the amount of $100,000 exclusive of NMGRT. (Brian Snyder, Water Division Engineering Manager, bksnyder@santafenm.gov, 955-4277) **Committee Review:** Public Works and Utilities Committee: 05/11/2021 Finance Committee: 05/17/2021 Governing Body: 05/26/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 5.17.2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/17/21
FOR CITY COUNCIL MEETING OF 5/26/21

j) Request for the Approval of Amendment #2 to Service Contract 20-0027 extending the term of the agreement by one year, from June 30, 2021 to June 20, 2022, and increasing compensation in the amount of $500,000 to a total amount of $1,250,000 plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc; (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

FINANCE COMMITTEE ACTION:

Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **April 12, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Sam Burnett, Public Works Property Maintenance Manager** SB

ITEM AND ACTION:
Request for the Approval of Amendment #2 to Service Contract 20-0027 extending the term of the agreement by one year, from June 30, 2021 to June 20, 2022, and increasing compensation in the amount of $500,000 to a total amount of $1,250,000 plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc; (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

BACKGROUND AND SUMMARY:
This On-Call Contract is with B&D Industries and provides on-call HVAC, Mechanical, Plumbing and Electrical services. This on-call is a critical to the ability of the Facilities Division to prevent major damage to Midtown Santa Fe and other City facilities, to mitigate damage once it has occurred. These services will be used to supplement the capacity and or expertise of City staff as needed. Notice of the potential use of this contract has been provide to AFSCME.

Amendment #2 to On-Call Contract #20-0027 will increase compensation by $500,000 from the existing $750,000 to $1,250,000 plus applicable NMGRT. This will allow for the continued maintenance and repairs at Midtown Santa Fe as well as throughout the other City Facilities services by the Public Works Facilities Division. This contract is managed by the Public Works Property Maintenance Manager. Purchase requisitions requested for work outside of Midtown will be reviewed and authorized by the Property Maintenance Manager based upon need.

B&D Industries has been chosen from the State Price Agreement to provide this service for a number of important reasons. First, B&D has provided these services at Midtown Santa Fe for the last two and a half years and has considerable knowledge of the campus. Second, B&D has done a thorough assessment of the HVAC, plumbing, electrical and mechanical systems and generated a detailed equipment database, which gives them extensive familiarity with the campus. Third, B&D has been assisting the Facilities Division Maintenance Section with work throughout many of the City's facilities giving them extensive knowledge of the City's equipment beyond Midtown. Finally, B&D's experience modifier is 0.77, which demonstrates the high quality and safety of their operations.

Examples of how this contract has been used include the following:

$39,839.69 – Emergency Shelter Commissioning of St Michael Hall, Kennedy Hall and Apartments A&B
$145,000.00 – Misc. On-Call Services to Support the Public Works Facilities Maintenance Section
$48,218.58 – Water Division San Mateo HVAC Rehabilitation
$28,122.96 – Temporary Heating for the Genoveva Chavez Pool

PROCUREMENT METHOD:
The procurement method is via State Price Agreement #90-000-18-00073.

CONTRACT NUMBER:
The FY20 Munis contract number is 3201686

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

CITY OF SANTA FE
AMENDMENT No. 2 TO
SERVICE AGREEMENT
ITEM# 20-0027

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated January 28, 2020 the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, Inc (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional HVAC, plumbing and electrical services for the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000.00), plus applicable gross receipts taxes and as described in Exhibit “A” attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed $750,000.00 plus applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		$1,250,000.00

The total compensation under this Agreement shall not exceed $1,250,000.00 plus applicable NMGRT (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2022 unless sooner pursuant to Article 7 below.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER,
MAYOR

DATE:_____

CONTRACTOR:

_____
CLINTON BEALL
~~SENIOR VICE~~ PRESIDENT B&D INDUSTRIES

DATE: 04.20.2021

CRS#01-716872-004
Registration #20-00110523

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 14, 2021 10:52 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

ITEM # 20-0027

City of Santa Fe Contract
HVAC, Mechanical, Plumbing and Electrical On-Call for City Facilities

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **B&D Industries, Inc** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "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.

D. "You" and "your" refers **B&D Industries, Inc** "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: miscellaneous HVAC, mechanical, plumbing and electrical services for City Facilities via State Price Agreement #90-000-18-00073. See the attached proposal marked "Exhibit A" attached hereto and made a part thereof from **B&D Industries, Inc** to include the following, but is not necessarily inclusive to the following: miscellaneous general contractor services for City Facilities.

3. **Compensation**

The City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed $250,000.00 plus applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		$250,000.00

The total compensation under this Agreement shall not exceed **$271,093.75 including applicable NMGRT (8.4375%).**

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 6/30/2021. 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, § 38-3-1 (G). 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. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. 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:

i. 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;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. 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.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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 Contractor:
B&D Industries, Inc
9720 Bell Ave SE
Albuquerque, New Mexico 87123
505-299-4464 – Office

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 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: 1/28/2020

CONTRACTOR:

See Attached
CLINTON BEALL
SENIOR VICE PRESIDENT B&D INDUSTRIES

DATE:

CRS#01-716872-004
Registration #19-00110523

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

11/4/19
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS
on-call / citywide
See attached email

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

CITY OF SANTA FE:

_____
ALAN WEBBER
MAYOR

DATE:_____

CONTRACTOR:

_____
JACKSON JOHNS
PRESIDENT NATIONAL ROOFING

DATE: 12-19-19

CRS#01-851145-007
Registration #19-00123596

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

_____
ERIN K. MCSHERRY
CITY ATTORNEY

APPROVED:

_____
MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: MISC

Item #20-0370

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 20-0027

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICE AGREEMENT, dated January 28, 2020 the "Agreement"), between the City of Santa Fe (the "City") and B&D Industries, Inc (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide professional HVAC, mechanical plumbing and electrical services for the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of five hundred thousand dollars ($500,000.00), plus applicable gross receipts taxes and as described in Exhibit "A" attached hereto so that Article 3, paragraph A reads in its entirety as follows:

A. City shall pay to the Contractor on a time and materials basis for work pre-approved by an authorized City of Santa Fe Facilities Division representative in an amount that shall not exceed $750,000.00 plus applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 On-Call HVAC, Mechanical, Plumbing & Electrical Services		$750,000.00

The total compensation under this Agreement shall not exceed $750,000.00 plus applicable NMGRT (8.4375%).

2. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2021 unless sooner pursuant to Article 6 below.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER,
MAYOR

DATE: 8/17/2020

CONTRACTOR:

CLINTON BEALL
SENIOR VICE PRESIDENT B&D INDUSTRIES

DATE: 7/28/2020

CRS#01-716872-004
Registration #20-00110523

ATTEST:
Yolanda Y. Vigil

YOLANDA Y. VIGIL
CITY CLERK GC
GC

CC Mtg 07/29/2020

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (May 6, 2020)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:
Mary McCoy

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item: VARIOUS

AL
AL

Munis Contract # 3201686

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor B&D Industries, Inc

3 Complete information requested ☐ Plus GRT ☑ Inclusive of

Original Contract Amount: $271,093.75

Termination Date: June 30, 2021

☑ Approved by Council Date: January 28, 2020

☐ or by City Manager Date:

Contract is for: On-Call HVAC, Mechanical, Plumbing and electrical services for City Facilities using SPA#90-000-18-00073

Amendment # 2 to the Original Contract# 20-0027

Increase/(Decrease) Amount $ $500,000.00

Extend Termination Date to: June 30, 2022

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of

Amount $ 250,000.00 of original Contract# 20-0027 Termination Date: 6/30/2021
Reason:

Amount $ 500,000.00 amendment # 1 Termination Date: 6/30/2021
Reason: Increase conpensation for next fiscal year.

Amount $ 500,000.00 amendment # 2 Termination Date: 6/30/2021
Reason: Increase conpensation and extend term for next fiscal year.

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ $1,250,000.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other State Price Agreement 90-000-18-00073

6 **Procurement History:** Second year of a (2) year contract
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Apr 28, 2021 08:29 MDT)

Purchasing Officer Review

Comments or Exceptions: issuance of contract -use NM SWPA $1.2 million Citywide various funding plus

7 **Funding Source:** Midtown Operations Repairs & Maintenance **BU/Line Item:** Misc Org/Obj 5256175.520100

Andy Hopkins
Andy Hopkins (Apr 26, 2021 15:47 MDT)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** J Sam Burnett

Phone # 505-795-2491

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: 9720 BELL SE
ALBUQUERQUE, NM 87123

CRS Number: 01-716872-004

Owner: B & D INDUSTRIES INC

License Number: 224955

License Type: Business License - Renewable

Issued Date: December 29, 2020

Classification: Out of Jurisdiction Contractor - General

Expiration Date: December 29, 2021

Fees Paid: $10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

B&DINDU-01 MKATS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/11/2020

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER A : Valley Forge Insurance Company 20508 INSURER B : National Fire Insurance Company of Hartford 20478 INSURER C : Continental Insurance Company of New Jersey 42625 INSURER D : Builders Trust of New Mexico INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6016149399	11/11/2020	11/11/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6016149371	11/11/2020	11/11/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6016149404	11/11/2020	11/11/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	6016149385	11/11/2020	11/11/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	Worker's Compensatio		X	5672	1/1/2021	1/1/2022	Accid/Empl/Pol Limit	2,000,000

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

.

SEE ATTACHED ACORD 101

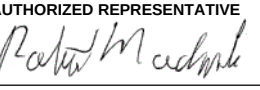
CERTIFICATE HOLDER

City of Santa Fe
500 Market
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: B&DINDU-01 MKATS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: B&D Industries, Inc

Procurement Title: B&D Industries Inc – HVAC On-Call Amendment #2

State Price Agreement #90-000-18-00073

Department Requesting/Staff Member: Public Works Dept, Facilities Division. J Sam Burnett, Property Manager

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☐	☒	Departments Recommendation of Award Memo addressed to Finance
☐	☒	Evaluation Committee Report
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney?
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contract
☒	☐	Certificate of Insurance
☐	☒	Other: _____

J Sam Burnett, Public Works Property Manager
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

_____
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
☐	☒	Final RFP Document
☐	☒	Copy of legal solicitation published in the newspaper, website, etc.
☐	☒	All addendums
☐	☒	Plan holders list
☐	☒	Copies of all RFP submittals
☐	☒	Complete evaluation score sheets
☐	☒	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐ ☒ Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐ ☒ Reference Reviews/Reference Check Questionnaires
☐ ☒ Pricing evaluation
☐ ☒ Final overall evaluation matrix or summary of evaluator scores
☐ ☒ Other: _____

AWARD*

YES N/A

☐ ☒ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☒ Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☐ ☒ Contract Award Notice
☐ ☒ Email or notification sent to all Proponent(s)/Offerors that award was made
☐ ☒ Waiver or "No Action Taken" from Procurement Office
☐ ☒ If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐ ☒ Other: _____

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest
☐ ☒ Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
Contractor –Conflicts of Interest
☐ ☒ Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐ ☒ Conflict of Interest Form signed by all parties
☐ ☒ Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures
☐ ☒ Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest
☐ ☒ Purchasing Officer Letter or email to designated individual regarding potential conflict
☐ ☒ Conflict of Interest form signed by all parties
☐ ☒ Letter from Legal Office regarding the potential conflict
☐ ☒ Other: _____

CONTRACT*

YES N/A

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all documentation presented to the Committees
☒ ☐ Finalized Council Committee Minutes
☒ ☐ Other: _____

MISCELLANEOUS FILE*

YES N/A

☐ ☒ Local Preference Form
☐ ☒ New Mexico Residence Form
☐ ☒ Veterans Exemption
☐ ☒ Other: _____

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

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☒	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☒	☐	Original proposal (s) with no redactions

J Sam Burnett, Public Works Property Manager
Department Rep Printed Name and Title

_____
Department Rep Signature attesting that all information included

*

Signature: J Samuel Burnett
J Samuel Burnett (Apr 26, 2021 14:55 MDT)

Email: jsburnett@santafenm.gov

GB PWD AMENDMENT 2 TO B D ON-CALL

Final Audit Report 2021-04-26

Created:	2021-04-26
By:	Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAvVtrGrSbCxah1m98I7Xj4PGcsTc3JwWB

"GB PWD AMENDMENT 2 TO B D ON-CALL" History

Document created by Lailah Herrera (lrherrera@ci.santa-fe.nm.us)
2021-04-26 - 7:54:39 PM GMT- IP address: 63.232.20.2

Document emailed to J Samuel Burnett (jsburnett@santafenm.gov) for signature
2021-04-26 - 8:03:40 PM GMT

Email viewed by J Samuel Burnett (jsburnett@santafenm.gov)
2021-04-26 - 8:54:26 PM GMT- IP address: 63.232.20.2

Document e-signed by J Samuel Burnett (jsburnett@santafenm.gov)
Signature Date: 2021-04-26 - 8:55:34 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov for signature
2021-04-26 - 8:55:36 PM GMT

Email viewed by ajhopkins@santafenm.gov
2021-04-26 - 9:05:26 PM GMT- IP address: 104.47.65.254

Document declined by ajhopkins@santafenm.gov
2021-04-26 - 9:06:37 PM GMT- IP address: 63.232.20.2

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/11/2021

ISSUE NO. 8k

Request for the Approval of Amendment #2 to Service Contract 20-0027 extending the term of the agreement by one year, from June 30, 2021 to June 20, 2022, and increasing compensation in the amount of $500,000 to a total amount of $1,250,000 plus NMGRT for HVAC, Mechanical, Plumbing and Electrical Services with B&D Industries, Inc; (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 505-955-5933)

Committee Review:
Public Works and Utilities Committee: 05/11/2021
Finance Committee: 05/17/2021
Governing Body: 05/26/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 5.17.2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Appeal No. 2021-3393-APPL
Appellants' Names – James and Jay Heneghan
Agent's Name – Sommer, Karnes, and Associates
Address – 314 North Guadalupe Street

THIS MATTER came before the City of Santa Fe (City) Governing Body (Governing Body) for a public hearing on May 12, 2021 (Hearing) to consider the appeal (Appeal) of James and Jay Heneghan (Appellants) from the written decision of the City's Historic Districts Review Board (Board) in Case No. 2021-3111-HDRB. In that decision, the Board denied Appellants' request to construct a new single-story residential structure (Project) at 314 North Guadalupe Street (Property). Appellants asked the Governing Body to reverse the Board's decision, arguing that the Board's decision was contrary to law and not supported by substantial evidence.

I. RECORD ON APPEAL

The record on appeal (Record) includes the following documents:

1. Memorandum dated May 5, 2021, for the May 12, 2021 Meeting of the Governing Body to the Members of the Governing Body from Sally A. Paez, Assistant City Attorney, regarding the Appellant's appeal from the Board's decision in Case No. 2021-3111-HDRB (Memorandum);
2. Exhibit A, Verified Appeal Petition (Petition) filed March 16, 2021, including the following attached exhibits: (1) 1st Judicial District Court's Findings of Fact and Conclusions of Law in *Teme Ltd. v. City of Santa Fe* (2000); and (2) Materials from Governing Body Appeal #2015-80 at 535 East Alameda Street.
3. Exhibit B, Board Findings of Fact and Conclusions of Law for Case #2021-3111-HDRB, issued March 9, 2021;
4. Exhibit C, relevant excerpts from the minutes of the March 9, 2021 and March 23, 2021 Board meetings;
5. Exhibit D, Board Action Letter from Historic Preservation Division (HPD) Staff;
6. Exhibit E, relevant excerpts from the minutes of the February 23, 2021 Board meeting;
7. Exhibit F, HPD Staff Report and Exhibits for Case #2021-3111-HDRB from the February 23, 2021 Board meeting;
8. Exhibit G, Written Public Comment from the February 23, 2021 Board meeting;
9. Exhibit H, Application filed with the City Land Use Department (LUD) on January 26, 2021;
10. Exhibit I, Additional Background Information, including (1) Historic Cultural Properties Inventory (HCPI) for the Garage Structure at 314 North Guadalupe Street (Jan. 15, 2016); (2) "Bungalow" excerpt from N.M. Dep't of Cultural Affairs, Architectural Classification: Styles and Type (Nov. 2013); (3) City of Santa Fe, Guadalupe Neighborhood Historical Survey (Apr. 1981); and (4) City of Santa Fe, Westside-Guadalupe Streetscape and Design Ordinance Report (Mar. 1, 1987);

11. Ex. J, Decision Tree;
12. Appellant's Supplemental Materials submitted April 30, 2021 for the May 12, 2021 Hearing (totaling 7 pages); and
13. Written Public Comment from the May 12, 2021 Governing Body Hearing.

II. FINDINGS OF FACT

After conducting a public hearing, the Governing Body hereby FINDS, as follows:

A. Factual Background

1. The Property is a large rectangular lot situated at the corner of North Guadalupe Street and Jose Street.
2. The Property is located within the City's Westside-Guadalupe Historic District and the Business Capitol District, Westside Subdistrict.
3. The Property includes an existing bungalow-style house, which is set to the rear of the lot, approximately one hundred and forty (140) feet back from the property line that abuts North Guadalupe Street.
4. The bungalow was built in the 1920s and has a historic designation of "contributing" to the Westside-Guadalupe Historic District.
5. The bungalow's age, integrity, and architectural features are described in a New Mexico Historic Building Inventory Form from 1985, which was included in the record on appeal.
6. Appellants submitted an Application to construct a 2,540 square foot single-story Spanish-Pueblo Revival style residence, which would be located north and in front of the existing bungalow (between the bungalow and North Guadalupe Street).

B. Procedural History

7. HPD staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable Santa Fe City Code (SFCC) requirements and provided the Board with a written report of its findings (Staff Report), which evaluated the factors relevant to the application.
8. HPD staff recommended that the Board approve the Project, finding that the Project complied with all applicable design standards for historic districts generally and the Westside-Guadalupe district specifically, *see* SFCC Section 14-5.2(D), (I).
9. At a public hearing held February 23, 2021, the Board heard presentations by HPD staff and sworn testimony from Appellants' agent Andrew Lyons, Appellants, and interested members of the public.
10. Following questions and discussion from the Board, a majority of the Board voted to deny the Project.
11. On March 9, 2021, the Board adopted written findings of fact and conclusions of law reflecting its decision to deny the application.
12. As reflected by the Board's written decision, the Board's decision to deny the Project was based on the following findings:

(a) The placement of the existing bungalow toward the back of the lot, with open space in front of the bungalow, helps establish and maintain the character of the Westside-Guadalupe Historic District and adds to the historic associations or historic architectural design qualities that are significant for the district.
(b) The proposed new structure would block the view of the contributing bungalow and diminish the existing bungalow's contribution to the streetscape and the district.
(c) The yard space in front of the contributing bungalow structure is a space that embodies the structure's contributing status.
(d) The proposed new structure would cause the adjacent bungalow to lose its contributing status.

13. The Board's written decision was based on the following provisions of the Historic Districts Ordinance:
    (a) SFCC Section 14-12.1, which defines a contributing structure as follows: "A structure, located in a historic district, approximately fifty years old or older that helps to establish and maintain the character of that historic district. Although a contributing structure is not unique in itself, it adds to the historic associations or historic architectural design qualities that are significant for a district. The contributing structure may have had minor alterations, but its integrity remains."
    (b) SFCC Section 14-5.2(D)(1)(a), which provides that "[t]he status of a significant, contributing, or landmark structure shall be retained and preserved. . . . The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited."
    (c) SFCC Section 14-5.2(D)(1)(b), which provides that "[i]f a proposed alteration or new construction will cause an adjacent structure to lose its significant, contributing, or landmark status, the application may be denied."

C. Appeal to Governing Body

14. Under SFCC Section 14-3.17(A)(1)(b), final actions of a Land Use Board include a written decision made after a public hearing.
15. On March 24, 2021, Appellant timely filed a verified appeal petition, asking the Governing Body to reverse the decision of the Board and approve the Project.
16. The Appellant provided notice of the Governing Body Hearing in accordance with the notice provisions of SFCC Section 14-3.1(H)(4).
17. Under SFCC Section 14-3.17(H)(4), Appellant has the burden of proof on appeal.
18. Under SFCC Section 14-2.2(F), the Governing Body conducts a de novo hearing on an appeal of a final action of a land use board.
19. At the Hearing, the Governing Body received presentations and testimony from City staff, Appellants' representative, and two interested members of the public.
20. SFCC Section 14-3.17(A)(2) sets forth the valid grounds for an appeal of a Board decision and provides that an appeal may be filed for one or more of the following reasons only: (1) the Board's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, Sections 3-21-1 to -14; (2) the Board misapplied SFCC Chapter 14; or (3) the Board's decision is not supported by substantial evidence.

21. In the Petition, Appellants argue that (1) Board lacks authority under the SFCC to regulate views of designated historic structures from public locations; (2) the Board erred by finding that the yard space in front of the contributing bungalow structure is a "space that embodies the status of the bungalow"; and (3) the Board erred by finding that the Project would cause the bungalow to lose its contributing status.
22. The Project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
23. The property is located in the Westside-Guadalupe Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(I).
24. The Project meets the general design standards set forth in SFCC Section 14-5.2(D) and the district design standards set forth in SFCC Section 14-5.2(I).
25. The Board's decision to deny the Project was based in part on its desire to preserve the existing view of the contributing bungalow structure from the public right of way.
26. In *Teme Ltd. v. City of Santa Fe* (Mar. 16, 2000), the First Judicial District Court considered an appeal of a decision by the Governing Body to deny a request by the Inn at Loretto to construct a three (3)-story, forty-three (43)-foot building at 211 Old Santa Fe Trail, where the Loretto Chapel and Inn at Loretto are located.
27. In *Teme*, the City had denied the Inn at Loretto's application, in part because the proposed construction would block the view of the St. Francis Cathedral from Old Santa Fe Trail and because the proposal had the potential to impact the Loretto Chapel, which has a historic status of "significant."
28. In *Teme*, the district court reversed the City's decision, concluding that the City's denial of the application was unsupported by substantial evidence, arbitrary and capricious, and not in accordance with law because (1) the City lacks the power or authority under its Code to preserve historic "view corridors"; (2) the view corridor of the Saint Francis Cathedral from Old Santa Fe Trail was not historic because the view corridor had not existed for fifty years or longer; (3) the City's ability to regulate or establish "open space" is limited to the specific provisions set forth in its Code, including the open space requirements from underlying zoning and the concept of open space set forth in the definition of "streetscape"; and (4) there was no evidence that the significant status of the Loretto Chapel would be altered under the application.
29. The applicable provisions of the Code have not changed since the district court issued its decision in *Teme*.
30. In 2015, the Governing Body applied the *Teme* decision to an appeal of the Board's decision to deny proposed construction at 535 East Alameda Street (Appeal #2015-80).
31. In the case involving 535 East Alameda Street, the Board denied a portion of an application for new construction because the Board found that the construction would block the existing view of the "Ms. Ashley Pond House," a contributing structure designed by John Gaw Meem, and would likely cause the Pond House to lose its contributing status.
32. In Appeal #2015-80, the Governing Body reversed the Board's decision because the City lacked authority under existing code to preserve "view corridors" and because the proposal would not alter the Pond House or cause the Pond House to lose its contributing status.
33. In this case, the Board's decision to deny the Project was based in part on a desire to preserve the view of the contributing bungalow, but the decision was also based on

provisions of the SFCC that require the preservation of contributing structures, as set forth in SFCC Section 14-5.2(D)(1)(a) and (b).

34. The Project is subject to SFCC Section 14-5.2(C), Regulation of Significant and Contributing Structures.
35. The New Mexico Historic Building Inventory Form for the existing bungalow reflects that the bungalow meets the definition of "contributing structure" through its age, integrity, and architectural design qualities, which are significant for the Westside-Guadalupe Historic District.
36. SFCC Section 14-5.2(D)(1)(a) prohibits "the removal of historic materials or alteration of architectural features and spaces that embody the status" of a contributing structure.
37. Under the unique facts and circumstances of this case, the front yard space and vegetation in front of the existing bungalow are not architectural spaces of the bungalow that embody the bungalow's contributing status.
38. SFCC Section 14-5.2(D)(1)(b) authorizes the City to deny an application for new construction that would "cause an adjacent structure to lose its significant, contributing, or landmark status."
39. Under the unique facts and circumstances of this case, the construction of the proposed new residential structure will not alter or modify the existing bungalow and will not cause the bungalow to lose its contributing status.

III. CONCLUSIONS OF LAW

Under the circumstances and based upon the record and the evidence and testimony submitted at the hearing, the Governing Body CONCLUDES as follows:

1. The Governing Body has the power and authority to hear and decide the matter that is the subject of the Appeal.
2. The Board's written decision issued March 9, 2021 was a final action subject to appeal.
3. Appellant timely appealed the Board's decision to the Governing Body and complied with the procedural requirements set forth in the SFCC.
4. The SFCC, as currently drafted, does not authorize the Board to deny a project for the sole purpose of preserving a "view corridor" of a historic structure from a public place, but the Board may deny a project based on applicable provisions of the SFCC.
5. This Appeal should be granted because the Project complies with applicable design standards, will not result in the removal of architectural features or spaces that embody the bungalow's contributing status, and will not cause the bungalow to lose its contributing status.

IV. VOTE AT THE HEARING

1. The Governing Body voted to grant the appeal and to reverse the Board's final action, with a vote of six (6) in the affirmative and two (2) in the negative.
2. The following members of the Governing Body voted in favor of the motion to grant the appeal and reverse the Board's final action: Mayor Alan Webber, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Roman Abeyta, Councilor Jamie Cassutt-Sanchez, and Councilor JoAnne Vigil Coppler.

3. The following members of the Governing Body voted against the motion to grant the appeal and reverse the Board's final action: Councilor Signe Lindell and Councilor Christopher Rivera.
4. The following member of the Governing Body was not present at the Hearing and did not participate in the decision: Councilor Renee Villarreal.

WHEREFORE, IT IS ORDERED ON THE 26TH OF MAY, 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body grants the appeal, reverses the Board's decision, and approves the application.

_____ _____
Alan M. Webber Date
Mayor

FILED WITH THE CITY CLERK:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ May 20, 2021
Erin K. McSherry Date
City Attorney

10. CONSENT CALENDAR

k. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Decis Majority of Members of the Governing Body to Grant Appeal #2021-3393-APPL, Reverse the Historic District Review Board's Decision in Case #2021-3111-HDRB, and Approve the Application from James and Jay Heneghan to Construct a New Single-Story Residence at 314 North Guadalupe Street. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6512)

COMMITTEE REVIEW:

Governing Body: 05/26/2021

Name: Stefanie Beninato
Comment - 05/26/2021 01:07 PM: (Against)
You are contributing to the loss of the historic fabric. Why bother when you did not make the homeowner even reconsider the design?

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 5/03/21
FOR CITY COUNCIL MEETING OF 5/12/21

e) Request for approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that transfers road maintenance responsibilities for segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director, jhrosado@santafenm.gov, 955-6638).

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico

memo

Date: April 13, 2021

To: Governing Body

Via: Regina Wheeler (Apr 13, 2021 15:24 MDT)
Regina Wheeler, Public Works Department Director

From: Javier Rosado, P.E. Engineering Division Director Javier Rosado (Apr 13, 2021 15:22 MDT)

Subject: **NMDOT and City of Santa Fe Road Transfer Agreement**

ITEM AND ACTION:

Request for approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that transfers road maintenance responsibilities for segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director, jhrosado@santafenm.gov, 955-6638).

BACKGROUND AND SUMMARY:

A Road Transfer Agreement has been reached to transfer maintenance responsibilities from the New Mexico Department of Transportation (NMDOT) to the City of Santa Fe (City) of 7.663 miles of road sections distributed between Cerrillos Road, St Michaels Drive, and Old Pecos Trail. This transfer of maintenance responsibilities will be effective August 1, 2021 and NMDOT will provide the City with all the legal documentation to complete ownership transfer within 2 years from the effective date of this agreement.

This Road Transfer Agreement is pursuant to the original Road Exchange and Maintenance Agreement with the NMDOT dated December 21, 1989. The New Mexico Department of Transportation (NMDOT) decided to build NM-599 in the 1990's to serve as a bypass of the traffic originally going through the City of Santa Fe (CoSF). At project completion and in order to obtain a better definition of the NMDOT and the City responsibilities in terms of road maintenance, a Road Exchange and Maintenance Agreement was executed in December 21, 1989 and amended in May 27, 1998. The agreement intent is to transfer the maintenance responsibilities for the NMDOT roads inside the city limits to the City of Santa Fe such as:

- Washington Ave.
- Airport Road
- Artist Road/Hyde Park Road
- Guadalupe Street
- Paseo Peralta
- Harkle Road
- Agua Fría Road
- Rodeo Road
- Old Taos Highway
- Bishop Lodge Road
- Galisteo Street

- Sawmill Road
- Old Pecos Trail
- St. Michaels Drive
- Cerrillos Road

This Road Transfer Agreement will complete the transition of maintenance responsibilities for the last four road sections included in the original agreement except the road segment of Cerrillos Road from St. Michaels Drive to St. Francis Drive. NMDOT is leading the project to reconstruct this 1.447 mile segment of Cerrillos, with the City participating as a key stakeholder. The project is in the design phase and is expected to take approximately three years to complete construction at which time maintenance responsibility will transfer to the City.

The four road sections transferred to the City in this agreement are the following:

1 - Cerrillos Road from Beckner Road to St. Michaels Drive – 3.913 miles
2 - St. Michaels Drive from Cerrillos Road to St. Francis Drive – 1.300 miles
3 – St. Michaels Drive from St. Francis to Old Pecos Trail – 1.250 miles
4 – Old Pecos Trail from St. Michaels Drive to Rodeo Road – 1.200 miles

Improvement to these roads sections have been completed by the NMDOT in accordance with original agreement with the exception of 0.30 miles of Old Pecos Trail which needs to be repaved. NMDOT is coordinating to complete this job during the 2021 summer (See attachment 6). Streetlight maintenance and pavement marking for these road sections was already transferred to the city throughout previous phases of the agreement.

Since this transfer increases the City's Priority 1 road maintenance responsibilities by 50%, the Street Division requested 4 additional equipment operators and the purchase of a new sweeper and dump truck with a plow and a spreader in the FY22 budget. The equipment purchase was not included in the FY22 budget meaning that the Streets Division will not have additional equipment required to maintain these roads until late 2021 or early 2022.

Munis Contract No. 3202636

Attachments:

1- Contract Summary
2- Original Contract - Road Exchange and Maintenance Agreement (CN D04418)
3- Contract First Amendment
4- Road Transfer Agreement
5- Road Maps
6- NMDOT email

Attachment 1

Contract Summary:

1- Road Exchange and Maintenance Agreement – CN D04418 – December 21, 1989

2- First Amendment – May 27, 1998

3- Road Transfer Agreement – June 1, 2021

Attachment 2

NEW MEXICO STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT
AN EQUAL OPPORTUNITY EMPLOYER

GARY E. JOHNSON
GOVERNOR

COMMISSION

Holm Bursum, III
Chairman, Socorro

Edward T. Begay
Vice-Chairman, Gallup

Peter T. Mocho, Sr.
Secretary, Albuquerque

Sherry Galloway
Member, Farmington

Albert N. Sanchez
Member, Santa Rosa

Sidney G. Strebeck
Member, Portales

DEPARTMENT

Secretary
Pete K. Rahn

General Office
P.O. Box 1149
Santa Fe, NM
87504-1149
505-827-5100

District One Office
P.O. Box 231
Deming, NM
88031-0231
505-546-2603

District Two Office
P.O. Box 1457
Roswell, NM
88202-1457
505-624-3300

District Three Office
P.O. Box 91750
Albuquerque, NM
87199-1750
505-841-2700

District Four Office
P.O. Box 30
Las Vegas, NM
87701-0030
505-454-3600

District Five Office
P.O. Box 4127
Coronado Station
Santa Fe, NM
87502-4127
505-827-9500

District Six Office
P.O. Box 2159
Milan, NM
87021
505-285-3200

June 10, 1998

Mr. Craig Watts
Transportation Planning Officer
City of Santa Fe
P. O. Box 909
Santa Fe, NM 87501

Dear Mr. Watts:

Enclosed for your coordination and files are two (2) fully executed copies of First Amendment D04418/1 to Road Exchange and Maintenance Agreement (D04418) between the Department and City of Santa Fe.

The approved amendment deletes Airport Road, from its junction with FAP Loop 001-4, Cerrillos Road (NM 014), southwest to its junction with the Santa Fe Municipal Airport, a distance of approximately 4.372 miles, from the State Highway System and transfers title and sole responsibility to the City of Santa Fe.

Your continued assistance in coordination and execution of the amendment is very much appreciated. Please contact Lawrence S. Grebner of my staff at 505-827-5554 if you have any questions concerning the amendment.

Sincerely,

Leroy Sandoval, Director
Transportation Planning Division

LS:LSG:lg

Enclosures

cc: Ronald E. Gaines, Deputy Secretary
Michael Manning, District 5 Engineer

EXHIBIT 1

Contract No. DC4418
Vendor No. 51394

ROAD EXCHANGE AND MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into this 21st day of December, 1989, by and between the New Mexico State Highway and Transportation Department, hereinafter referred to as the DEPARTMENT, and the City of Santa Fe, hereinafter referred to as CITY.

WITNESSETH,

WHEREAS, both the DEPARTMENT and CITY desire to implement a Comprehensive Road and Street Administration Policy and Agreement in the City of Santa Fe area; and

WHEREAS, both parties agree that by entering into such a policy, which better defines each party's responsibility for providing certain services to the public road and street system in the Santa Fe area, the public utilizing the road and street system will experience a higher level of service.

WHEREAS, both parties agree that certain road and street exchanges need to occur to better define the jurisdictional responsibilities of the parties regarding the public road and street system in the City of Santa Fe; and,

WHEREAS, both parties have the right and power to enter into this AGREEMENT;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this AGREEMENT, the DEPARTMENT and CITY agree as follows:

1. REVOCATION OF PRIOR AGREEMENTS

This AGREEMENT revokes, nullifies and supersedes all prior agreements, verbal and in written between the parties regarding the jurisdiction, operation and maintenance responsibility for the public road and street system in the Santa Fe area.

2. HOLD HARMLESS

Both parties agree to indemnify and hold harmless the other party for its own, but not the other party's, negligence in maintaining the roads and streets now transferred to their respective jurisdictions.

3. ROAD AND STREET SYSTEM EXCHANGES

3.1 Both parties agree that the following highways shall be retained on the State Highway System and the State Highway Maintenance System:

3.1.1 FAP LOOP 001-4, Cerrillos Road, from the southwestern city limits of the City of Santa Fe northeasterly to its junction with FAP LOOP 001-4, St. Michael's Drive , a distance of approximately 3.913 miles.

3.1.2 CERRILLOS ROAD, from its junction with FAP LOOP 001-4, St. Michael's Drive northeasterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 1.447 miles.

3.1.3 FAP LOOP 001-4, St. Michael's Drive, from its junction with, FAP LOOP 001-4 Cerrillos Road, easterly to its junction with FAP LOOP 001-4, Old Pecos Trail, a distance of approximately 2.546 miles.

3.1.4 FAP LOOP 001-4, Old Pecos Trail, from its junction with FAP LOOP 001-4, St. Michael's Drive, southeasterly to the Southeastern City Limits of Santa Fe, a distance of 1.000 miles

3.1.5 FAU 4801, Washington Avenue (to be designated as NM 475), from its junction with FAU 4807, Paseo de Peralta northwesterly to NM 475, Artist Road, a distance of approximately 0.200 miles.

3.1.6 US 84/285, St. Francis Drive, from the Southern City Limits northerly to the Northern City Limits of the City of Santa Fe, a distance of approximately 6.400 miles.

3.1.7 NM 284, Airport Road, from the western city limits of the City of Santa Fe easterly to its junction with FAP LOOP 001-4, Cerrillos Road, a distance of approximately 0.30 miles.

3.1.8 NM 475, Artist Road/Hyde Park Road, from its junction with NM 590, Bishops Lodge Road, northeast to the Eastern City Limits of Santa Fe, a distance of 2.930 miles.

3.1.9 GUADALUPE STREET, from its junction with Paseo De Peralta northwesterly to its junction with St. Francis Drive, a distance of 0.530 miles.

3.2 Both parties agree that the following road shall be deleted from the CITY'S Public Street System and the CITY'S Public Street Maintenance System and shall be added to the State Highway System and the State Highway Maintenance System:

3.2.1 FAU 4807, **Paseo de Peralta**, from its north junction with US 84/285, St. Francis Drive, easterly to its junction with FAU 4801, Washington Avenue (to be designated as NM 475), a distance of approximately 1.07 miles.

3.3 Both parties agree that the following roads and streets shall be deleted from the State Highway System and the State Highway Maintenance System and shall be added to the CITY'S Public Street System and the CITY'S Public Street Maintenance System.

3.3.1 **HARKLE ROAD**, from Galisteo Street west to end of route, a distance of 0.190 mile.

3.3.2 NM 123, Capitol Complex Streets (South Capitol Street and portions of Galisteo Street, West DeVargas Street and Don Gaspar Avenue), from its beginning at the junction of South Capitol Street and Don Gaspar Avenue, then westerly on South Capitol Street to its junction with Galisteo Street, then northerly on Galisteo Street to its junction with West DeVargas Street, then easterly on West DeVargas Street to its junction with Don Gaspar Avenue, then southerly on Don Gaspar Avenue to its ending which is the same point as its beginning, that being the junction of South Capitol Street and Don Gaspar Avenue, a total distance of approximately 0.210 mile.

3.3.3 NM 588 (old NM 22), **Agua Fria Road**, from its junction with US 84/285, St. Francis Drive, southeasterly to the South City Limits of the City, a distance of approximately 4.410 miles.

3.3.4 FAU 4796, Agua Fria Road, from its junction with US 84/285, St. Francis Drive northeasterly to its junction with Guadalupe Street, a distance of approximately 0.600 mile.

3.3.5 NM 300, **Rodeo Road**, from its junction with FAP LOOP 001-4, Cerrillos Road, easterly to its junction with FAP LOOP 001-4, Old Pecos Trail, a distance of approximately 5.18 miles.

3.3.6 NM 593, **Old Taos Highway**, from its junction with FAU 4807, Paseo de Peralta, northerly to its junction with US 84/285, St. Francis Drive, a distance of approximately 1.55 miles.

3.3.7 NM 590, **Bishops Lodge Road**, from its junction with NM 475, Artist Road, northerly to the northern City Limits of the City of Santa Fe, a distance of approximately 2.75 miles.

3.3.8 GUADALUPE STREET, from its junction with Cerrillos Road, northerly to its junction with, Paseo de Peralta a distance of approximately 0.871 miles.

3.3.9 CERRILLOS ROAD, from its junction with US 84/285, St. Francis Drive, northeasterly to its end and junction with Galisteo Street, a distance of 0.652 mile.

3.3.10 GALISTEO STREET, from its junction with Cerrillos Road, northerly to its junction with Water Street, a total distance of 0.189 mile.

3.3.11 SAWMILL ROAD, from its junction with NM 300, Rodeo Road, northeasterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 0.300 mile.

3.3.12 OLD PECOS TRAIL, from its junction with FAP Loop 001-4, St. Michael's Drive, northerly to its end and junction with Old Santa Fe Trail, a distance of approximately 1.700 miles.

3.4 Both Parties agree that the removal from the State Highway System and State Highway Maintenance system of any roads and streets contained in this agreement will not affect its eligibility for funding improvements under the Cooperative Program (COOP) or the Municipal Arterial Program (MAP).

4. FUTURE ROAD AND STREET SYSTEM EXCHANGES

4.1 Both parties agree that the public road and street system in the City of Santa Fe is a dynamic system and that the functional character of a road may change over time. It is agreed that should either party determine that a significant change has taken place, that party shall notify the other party of its desire to commence negotiations to effect the jurisdictional transfer of said road. Both parties agree that they each will undertake said negotiations in good faith.

4.2 Both parties agree that FAP LOOP 001-4, Cerrillos Road, from the southwestern city limits of the City of Santa Fe northeasterly to its junction with FAP LOOP 001-4, St. Michael's Drive, a distance of 3.913 miles, shall be deleted from the State Highway System and the State Highway Maintenance System and shall be added to the CITY'S Public Street System and the CITY'S Public Street Maintenance System under the sole jurisdiction of the CITY, once the Santa Fe Relief Route is constructed and serving a State Highway System function.

4.3 Both parties agree that CERRILLOS ROAD, from its junction with FAP LOOP 001-4, St. Michael's Drive northeasterly to its junction with US 84/285, St. Francis Drive, a distance of 1.447 miles, shall be deleted from the State Highway System and the State Highway Maintenance System and shall be added to the

CITY'S Public Street System and the CITY'S Public Street Maintenance System under the sole jurisdiction of the CITY, once the Santa Fe Relief Route is constructed and serving a State Highway System function.

4.4 Both parties agree that FAP LOOP 001-4, St. Michael's Drive, from its junction with FAP LOOP 001-4, Cerrillos Road easterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 1.263 miles, shall be deleted from the State Highway System and the State Highway Maintenance System and shall be added to the CITY'S Public Street System and the CITY'S Public Street Maintenance System under the sole jurisdiction of the CITY, at the same time as the CITY assumes jurisdiction for Cerrillos Road.

4.5 Both parties agree that the issue of road exchanges will be reviewed periodically.

5. JURISDICTIONAL RESPONSIBILITY

5.1 Both parties agree that in order to provide a satisfactory level of service to the public utilizing the public road and street system in the City of Santa Fe area, certain items of service need to be provided for said roads and streets by the party having jurisdictional responsibility for its particular road and street system.

5.2 The items which typically need to be provided by each party for their respective road system are detailed in Exhibit A, attached hereto, and made a part of this AGREEMENT. It is specifically agreed to by both parties that this exhibit is intended to represent a typical, general category of items of service to be provided by each party and is not to be considered all-inclusive. The party having jurisdiction over any road shall attempt to provide, as appropriate and within its resources, the items listed in Exhibit A. However, said party shall be the sole and final authority in determining which items of service shall be undertaken on any road or street under its jurisdiction.

5.3 Both parties agree that in the interest of economics and efficiency it may be more advantageous for the party not having jurisdiction for any particular road or street to provide one or more of the various items listed in Exhibit A, if requested to do so by the party having jurisdiction for such road or street. Those items so identified, requested and agreed to at this time and the party responsible for providing such items of service for the roads and streets listed in this AGREEMENT are detailed in Exhibit A.

5.4 Both parties agree that whenever any particular road or street is exchanged in the future that the responsibility for providing the various items of service as listed in Exhibit A

shall become the responsibility of the party assuming the jurisdiction of such road or street.

6. PERIODIC REVIEW OF AGREEMENT

Both parties agree that this AGREEMENT shall be reviewed in its entirety bi-annually from the date of execution to determine if any modifications to the AGREEMENT should be negotiated and made.

7. FUTURE COMMITMENTS

7.1 The DEPARTMENT will secure the necessary funding for implementation, design and construction of the following public roads and streets:

7.1.1 The SANTA FE RELIEF ROUTE from its junction with Interstate 25 (I-25) northeasterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 13.2 miles (preferred Alternate B).

7.1.2 The SANTA FE/LOS ALAMOS ALTERNATE ROUTE from its junction with the Santa Fe Relief Route northwesterly to its junction with NM 4, a distance of approximately 10.60 miles.

7.1.3 Reconstruct NM 588, Agua Fria Street, from its junction with Osage Avenue southwesterly (projects included in current Five-Year Plan only).

7.1.4 Correct current drainage problems on FAP LOOP 001-4, St. Michael's Drive, from its junction with FAP LOOP 001-4, Cerrillos Road easterly to 0.500 mile east of its junction with US 84/285, St. Francis Drive, a distance of 1.443 miles.

7.1.5 Reconstruct FAP LOOP 001-4, St. Michael's Drive, from its junction with US 84/285, St. Francis Drive, easterly to 0.500 mile of its junction with FAP LOOP 001-4, Old Pecos Trail, a distance of approximately 2.79 miles, to a four-lane divided urban street with curbs, gutters and sidewalk.

7.1.6 Reconstruct FAP LOOP 001-4, Old Pecos Trail, from its junction with FAP LOOP 001-4, St. Michael's Drive easterly to the Santa Fe Eastern City Limits, a distance of 0.716 mile.

7.2 The DEPARTMENT will place in its Five Year Plan as soon as feasible, but not later then ten (10) years from the date of this agreement, reconstruction projects for the following public roads and streets.

7.2.1 Reconstruct US 84/285, Old Pecos Trail from its junction with Cordova Road southeasterly to its junction with St. Michael's Drive, a distance of 1.420 miles.

7.2.2 Reconstruct FAP LOOP 001-4, Cerrillos Road from its junction with Rodeo Road south to its junction with Interstate 25 (I-25), a distance of 2.984 miles.

7.2.2.1 The DEPARTMENT will assist the city, to the best of its ability, both financially and technically to implement the recommendations outlined in the Lochner Consultant Firm's Study, entitled "CERRILLOS ROAD REMODELING STUDY", dated August, 1987.

7.3 The DEPARTMENT will place the SANTA FE RELIEF ROUTE referenced in Section 7.1.1 above, and the SANTA FE/LOS ALAMOS ALTERNATE ROUTE referenced in Section 7.1.2 above on the State Highway System and State Highway Maintenance System .

7.4 The DEPARTMENT will provide Eight-Hundred Thousand Dollars ($ 800,000), in design funds, to complete the design of the Santa Fe Relief Route.

7.5 The DEPARTMENT will retain the "Federal Aid Primary" designation on those roads and streets listed as FAP LOOP 001-4, until such time as another "BUSINESS LOOP' is designated in the City of Santa Fe.

7.6 The DEPARTMENT is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

7.7 The CITY is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the City Council, and approved for expenditure. The CITY'S decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

8. CONVEYANCE OF TITLE

8.1 Both parties agree that the documents conveying title for all public roads and streets described in Section 3 herein will be prepared and executed by the appropriate party and delivered to the other party as soon as practical after execution of this AGREEMENT, but no longer than two years after the execution of this AGREEMENT.

9. DUTIES SUBJECT TO APPROPRIATION

9.1 Both Parties recognize and understand that this AGREEMENT contemplates indirectly the expenditure of funds which must be appropriated and allocated by their respective legislative bodies, the State Legislature and the Santa Fe City Council. Both parties agree that this AGREEMENT and the terms hereof are subordinate to the rights of these legislative bodies and not binding on them. Therefore, both parties agree that the duties and responsibilities imposed on each of them herein are to be performed pursuant to their respective fiscal allocations. Although both parties will be required to request the necessary appropriations hereunder, a good faith effort to secure funding is sufficient and it will not constitute a breach of this AGREEMENT if such duties are performed to whatever level is possible within the funds actually appropriated and allocated to both parties by their respective legislative bodies.

10. LEGALITY AND INVALIDITY OF PROVISIONS

10.1 Both parties agree that the provisions and terms of this AGREEMENT are lawful, that performance of all the duties and obligations herein will conform with and not contravene any city, state or federal ordinance, statute and/or regulation.

10.2 Both parties agree that in the event any covenant, condition or provision contained in this AGREEMENT is held to be invalid by any court of competent jurisdiction, the validity of any such covenant, condition or provision shall not affect the balance of this AGREEMENT.

11. AMENDMENTS

11.1 Both parties agree that any and all amendments to this agreement, in order to be valid, must be in writing and must be executed by both parties.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

BY: _____
for Secretary

THE CITY OF SANTA FE

BY: _____
Mayor

ATTEST:

_____
City Clerk

Approved as to form only by the Department's Office of General Counsel

the 23 day of June , 1988

By: Administrative Memorandum 161-88 (OGC)
Staff Counsel

Approved as to form only by the City Attorney's Office

the 22nd day of November, 1989

By: _____ for JCM
City Attorney

City Council approval on 11-29-89 Item 10.b.3.

Approved:

New Mexico State Highway Commission

By: _____
Chairman

12/19/89
DATE

EXHIBIT A

This EXHIBIT is a part of that certain ROAD EXCHANGE AND MAINTENANCE AGREEMENT called AGREEMENT, between the New Mexico State Highway and Transportation Department, called DEPARTMENT, and the City of Santa Fe, called CITY, dated _____, 1989.

The purpose of this EXHIBIT is twofold. First, this EXHIBIT will identify and list typical, general categories of items of service to be provided to the public road system within the City of Santa Fe by either the DEPARTMENT or CITY. Second, this EXHIBIT will identify those items of service which have been requested and mutually agreed to be provided by the party not having jurisdiction for a particular road for the benefit of the party having jurisdiction.

1. ITEMS OF SERVICE

The typical items of service which generally need to be provided within the right-of-way limits of all public roads and streets under each party's jurisdiction are listed below. The items are:

1.1 Road and street construction and reconstruction.

1.2 Road and street maintenance

- Surface and shoulder maintenance (pot hole patching, crack sealing, resurfacing, grading, etc.)
- Snow removal (driving surface and sidewalk)
- Road/street sweeping
- Drainage system maintenance (culvert, pipe, catch basin, drainage ditch/drainage way cleaning and repair, etc.)
- Bridge repair/rehabilitation
- Curb, gutter and sidewalk repair and replacement

1.3 Traffic Control Device Maintenance

- Roads and streetside barriers (guard rail, crash attenuators, etc.)
- Signing
- Striping (lane, crosswalk, curb, etc.)

- Traffic signal (timing, operating, repair, utilities, etc.)

- Street lighting (operating, repair, utilities, etc.)

1.4 Weed, litter and beautification

- Weed control (mowing, removal, etc.)

- Herbicide application

- Litter control

- Developed medians (mowing, pruning, watering, utilities, etc; aka Santa Fe Beautiful Program)

1.5 Right of way use permits

- Utility

- Road/street cut

- Driveway

- Landscaping

- Licenses to use row/airspace

2. ITEMS OF SERVICE TO BE PROVIDED BY NON-JURISDICTIONAL PARTY

2.1 Those items of service requested by the party having jurisdiction and agreed to be provided by the party not having jurisdiction on the public road and street system within the City of Santa Fe area are detailed as follows:

2.1.1 For all roads and streets under the **DEPARTMENT'S** jurisdiction as defined in Section 3 of the **AGREEMENT**, the **CITY** will provide the following items of service as defined hereinabove.

- Road/street sweeping

- Striping (lane, crosswalk, curb, etc.)

To be accomplished three (3) times per year. The **CITY** will provide to the **DEPARTMENT** annually a report listing the date respective roads and streets are striped.

- Traffic signal (timing, operating, repair, utilities, etc.)

The department must concur in the timing sequence of the Progressive Traffic Signal System on St. Francis Drive. Concurrence to be obtained prior to making any changes to this timing sequence.

- Street lighting (operating, repair, utilities, etc.)

- Developed medians (Santa Fe Beautiful Program)

- All right of way use permits

The Department's Regulations for Driveways and Median Openings on the Non-Access Controlled Highways filed June 9, 1989 with State Archives shall be followed as a minimum set of standards for issuing driveway and median opening permits.

The DEPARTMENT will provide to the CITY annually an equivalent amount of marking materials for striping the State Highways within the city three (3) times per year based on the total cost for manpower, materials and equipment as if the DEPARTMENT were to provide the same service, as calculated by the DEPARTMENT.

2.1.2 For all roads and streets under the CITY'S jurisdiction as defined in Section 3 of the AGREEMENT, the DEPARTMENT will provide the following items of service as defined hereinabove.

- roads and streetside barriers (guard rail, crash attenuators, etc.)

- Chamisa and large shrubbery control and removal

- Overhead sign maintenance

2.2 In providing these items of service, both parties agree that the party having jurisdiction of any particular road or street may review the quality and quantity of any item of service being provided by the party not having jurisdiction and providing the particular item of service, and that the party having jurisdiction may bring deficiencies to the other party's attention for resolution and correction, and that such deficiencies shall be resolved and corrected by the party so providing the affected item of service within a reasonable time.

Attachment 3

Contract No. D04418/1

Vendor No. ~~51294~~ 5057707

FIRST AMENDMENT TO
ROAD EXCHANGE AND MAINTENANCE AGREEMENT
D04418
CITY OF SANTA FE

THIS FIRST AMENDMENT to **ROAD EXCHANGE AND MAINTENANCE AGREEMENT D04418** is made and entered into this 27th day of May, 1998 by and between the **NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**, hereinafter referred to as **"DEPARTMENT"**, and the **CITY OF SANTA FE**, hereinafter referred to as **"CITY"**.

RECITALS

WHEREAS, the Department and City entered into a Road Exchange And Maintenance Agreement D04418 on December 21, 1989 to provide a number of road development activities: 1) deletions and additions of roads from state highway system; 2), deletions and additions to city's road system; 3) retainment of existing roads on state highway system; 4) provision of state funds to conduct studies, development and construction activities; 5), provisions for future road exchanges, development and construction activities and maintenance responsibilities to be performed by both parties, attached as Exhibit "1" and made part of this Amendment, and,

WHEREAS, Page 8, Paragraph Eleven, of the Road Exchange And Maintenance Agreement allows both parties to make alterations and revisions to the said Agreement, and,

WHEREAS, both the Department and City have expressed their desires and intent to amend, change and modify the original language of the aforementioned original Agreement, through the addition of Airport Road to the original agreement and necessitated new agreement language. The Parties are in agreement that Airport Road, from its junction with FAP Loop 001-4, Cerrillos Road (NM 014), southwest to its junction with the Santa Fe Municipal Airport, a distance of approximately 4.372 miles, and,

WHEREAS, The road and street exchange provided for herein is being undertaken in conformity with State Highway Commission Policy 91-77.

WHEREAS, Airport road will be deleted from the state highway system and added to the city road system; and title and sole responsibility shall vest with the City, and,

NOW, THEREFORE, it is agreed by the **DEPARTMENT** and **CITY** that **ROAD EXCHANGE AND MAINTENANCE AGREEMENT D04418 BE AMENDED and MODIFIED AS FOLLOWS:**

1. **ROAD AND STREET SYSTEM EXCHANGES:**

   PARAGRAPH THREE: Page 4, following subparagraph 3.3.12, add the following new subparagraph "3.3.13 AIRPORT ROAD, from its junction with FAP Loop 001-4, Cerrillos Road (NM 014), southwest to its junction with the Santa Fe Municipal Airport, a distance of approximately 4.372 miles".

2. **CONVEYANCE OF TITLE:**

   PARAGRAPH EIGHT: Page 7, following paragraph 8.1, add the following new paragraph "8.2 The DEPARTMENT shall prepare, execute, and deliver to the CITY, in a form acceptable to the CITY, the documents conveying title to Airport Road as described in subparagraph 3.3.13 within six months of the execution of this First Amendment".

3. **ADDITIONAL NEW AGREEMENT LANGUAGE:**

   PARAGRAPH EIGHT: Page 7, following the current existing Paragraph Eight, insert the following new Paragraphs as follows:

"**PARAGRAPH NINE -- THIRD PARTY BENEFICIARY CLAUSE:**
This Agreement is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

PARAGRAPH TEN -- NEW MEXICO TORT CLAIMS ACT:

1. By entering into this Agreement, each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978) and any amendments thereto. This paragraph is intended only to define the liabilities between the Parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
2. By entering into this Agreement, the City and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" 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.

PARAGRAPH ELEVEN -- TITLE VI COMPLIANCE:

The Department and City shall comply with all federal, state, and local laws and ordinances applicable to the work called for herein. The Department and City further agree to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor regulations (41 CFR Part 60). Accordingly, 49 CFR through Appendix H and 23 CFR 710.405(b) is applicable to this contract.

PARAGRAPH TWELVE -- EQUAL OPPORTUNITY COMPLIANCE:

The Department and City agree to abide by all Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Department and City agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, 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 contract. If the Department or City is found to be not in compliance with these requirements during the life of this contract, the Department and City agree to take appropriate steps to correct these deficiencies.

PARAGRAPH THIRTEEN -- TERMS OF THIS AGREEMENT:

Performance of all duties and obligations herein shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

PARAGRAPH FOURTEEN -- LEGALITY AND INVALIDITY OF PROVISIONS:

The parties agree that in the event any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, the validity of any such covenant, condition or provision shall not affect the balance of this Agreement.

PARAGRAPH FIFTEEN -- GOVERNMENTAL INTENT:

The parties agree that this Agreement expresses the intent of the government entities hereto; however, this Agreement shall not bind or contract away the discretion of the governmental entities, nor shall this Agreement prohibit the entities from acting within the public interest contrary to terms of this Agreement and in said event, the

parties shall have the right to re-negotiate the terms of this Agreement".

3. PARAGRAPH NINE, Page 8, Delete the existing numbering, "Paragraph Number 9, and subparagraph number 9.1" and renumber as the following new Paragraph Number and subparagraph number, "Paragraph 16, and subparagraph 16.1", in lieu thereof, and,

4. PARAGRAPH TEN, Page 8, Delete the existing "Paragraph Number 10, and subparagraph numbers 10.1 and 10.2 in their entirety", and,

5. PARAGRAPH ELEVEN, Page 8, Delete the existing numbering, "Paragraph Number 11, and subparagraph number 11.1" and renumber as the following new Paragraph Number "17 and and subparagraph number 17.1", in lieu thereof, and,

Except for the above AMENDMENT, original Road Exchange And Maintenance Agreement D04418 and its terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year set forth below.

NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

By: _____
Deputy Secretary

Date: 5-18-98

CITY OF SANTA FE

By: _____
Mayor

Date: 3-26-98

Attest:

By: _____
City Clerk

Date: 3-31-98

Signatures continued on Page 5.)

(Signatures continued from Page 4.)

Approved as to legal form and sufficiency by the Department's Office of General Counsel

By: Hugh W. Perry
Deputy General Counsel

Date: 9/2/97

Approved as to form.

By: M i a M
City Attorney

Date: 9/4/97

Approved:
New Mexico State Highway Commission

By: Helen O. Burrus
Chairman

Date: 5/22/1998

Attachment 4

ROAD TRANSFER AGREEMENT

THIS ROAD TRANSFER AGREEMENT is made and entered into this ___ day of _____, 2021, by and between the NEW MEXICO DEPARTMENT OF TRANSPORTATION ("DEPARTMENT") and the CITY OF SANTA FE ("CITY").

WHEREAS, the DEPARTMENT and CITY desire to implement a comprehensive road and street administration policy in the City of Santa Fe area to supplement the existing Road Exchange Agreement executed by the DEPARTMENT and the CITY on December 21, 1989 and the First Amendment to said Road Exchange Agreement executed on May 27, 1997, and

WHEREAS, DEPARTMENT and CITY agree that by making an Agreement to better define each party's responsibility for improving and maintaining public roads and streets in the City of Santa Fe area that are the subject of this Agreement, users of the road and street system will experience a higher level of service, and,

WHEREAS, DEPARTMENT and CITY understand this Agreement is not a road exchange in its design and format presentation, but a designated Road Transfer and will be addressed as such for all administrative and future references, and,

WHEREAS, DEPARTMENT and CITY agree that certain road and street transfers need to occur to better align the jurisdictional responsibilities of the Parties regarding the public roads and streets in the City of Santa Fe, and

WHEREAS, DEPARTMENT and CITY agree this Road Transfer Agreement shall be monitored and verified as completed by DEPARTMENT'S District 5 Engineer, and,

WHEREAS, DEPARTMENT and CITY have the right and power to enter into this Agreement,

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, DEPARTMENT and CITY agree as follows:

1. ROAD SYSTEM TRANSFER:

1.1 The road and street transfer provided for herein is being undertaken in conformity with State Transportation Commission Policy CP-62.

1.2 DEPARTMENT and CITY agree the following roads and road segments shall be deleted from the State Highway System and State Highway Maintenance System and will be transferred to the sole jurisdiction of the CITY and title thereto shall vest in the CITY:

1.2.1 FAP LOOP 001-4, Cerrillos Road, from Beckner Road northeasterly to its junction with FAP LOOP 001-4, St. Michael's Drive, a distance of approximately 3.913

miles. Transfer of this segment of the road from DEPARTMENT to CITY shall be effective June 1, 2021.

1.2.2 CERRILLOS ROAD, from its junction with FAP LOOP 001-4, St. Michael's Drive northeasterly to its junction with US 84/285, St. Francis Drive, a distance of approximately 1.447 miles. DEPARTMENT will fund an alignment study in order to identify a preferred design alternative that will address drainage, utilities, lighting, new curb and gutter, and pedestrian improvements. Transfer of this segment of the road from DEPARTMENT to CITY shall be conditioned upon completion of construction by DEPARTMENT of the improvements identified in the ongoing alignment study CN S100680 on Cerrillos Road.

1.2.3 FAP LOOP 001-4, St. Michael's Drive, from its junction with FAP LOOP 001-4 Cerrillos Road, easterly to the interchange of St. Michael's Drive and St. Francis Drive, a distance of approximately 1.3 miles. Transfer of this segment of St. Michael's Drive shall be conditioned upon completion by DEPARTMENT of certain improvements to that portion of St. Michael's Drive from its intersection with Cerrillos Road to the St. Michael's/St. Francis Drive interchange. The DEPARTMENT repaved St. Michael's Drive in 2019, to accommodate a 10-year design life. This repaving did not include improvements to existing ADA ramps in order to bring them up to current accessibility requirements. The DEPARTMENT and the CITY intend to enter into a separate agreement under which the CITY would perform specific ramp work and repair damaged drainage inlets and the costs of that work would be reimbursed by the DEPARTMENT. The work associated with the ADA ramps will not affect the date of transfer of this segment of St. Michael's Drive from DEPARTMENT to CITY, which transfer shall be effective June 1, 2021.

1.2.4 Transfer of the segment from the St. Michael's Drive/St. Francis Drive interchange to its intersection with Old Pecos Trail, a distance of approximately 1.25 miles, shall be conditioned upon construction by DEPARTMENT of certain improvments to that portion of St. Michaels Drive; to include ADA improvement and drainage structure improvements. The DEPARTMENT repaved St. Michael's Drive from Galisteo St. to Old Pecos Trail in 2020, to accommodate a 10-year design life. This repaving did not include improvements to existing ADA ramps in order to bring them up to current accessibility requirements. The DEPARTMENT and the CITY intend to enter into a separate agreement under which the CITY would perform specific ramp work and repair damaged drainage inlets and the costs of that work would be reimbursed by the DEPARTMENT. The work associated with the ADA ramps will not affect the date of transfer of this segment of St. Michael's Drive from DEPARTMENT to CITY, which transfer shall be effective June 1, 2021.

1.2.5 Transfer of FAP LOOP 001-4, Old Pecos Trail, from its junction with FAP LOOP 001-4 St. Michael's Drive, southeasterly to its junction of Rodeo Road, a distance of approximately 1.20 miles. Transfer of this segment of Old Pecos Trail shall be conditioned upon completion by DEPARTMENT of certain improvements to that portion of Old Pecos Trail from FAP LOOP 001-4 St. Michael's Drive to the junction of Rodeo Road. The

DEPARTMENT repaved Old Pecos Trail in 2020, to accommodate a 10-year design life. This repaving did not include improvements to existing ADA ramps in order to bring them up to current accessibility requirements. The DEPARTMENT and the CITY intend to enter into a separate agreement under which the CITY would perform specific ramp work and repair damaged drainage inlets and the costs of that work would be reimbursed by the DEPARTMENT. The work associated with the ADA ramps will not affect the date of transfer of this segment of Old Pecos Trail from DEPARTMENT to CITY, which transfer shall be effective June 1, 2021.

1.3 The acceptance of the road or road segments described in Section 1.2, above, on the CITY'S Road System and Maintenance System shall be considered and approved by the State Transportation Commission and verified when required and as completed by DEPARTMENT'S District 5 Engineer.

2. CONVEYANCE OF TITLE

DEPARTMENT and CITY agree the documents conveying title for all public roads and streets described in Section 1 herein shall be prepared and executed by DEPARTMENT and delivered to the CITY as soon as practical after execution of this Agreement, and after completion of improvements as described under Section 1. DEPARTMENT agrees to provide CITY with any legal description of the right-of-way easements that the DEPARTMENT may have associated with all roads identified in this Agreement within two (2) years from the date of transfer and completion of any condition precedent to the conveyance of title.

3. PERIODIC REVIEW OF AGREEMENT:

DEPARTMENT and CITY agree that this Agreement shall be reviewed in its entirety bi-annually from the date of execution to determine if any modifications to the Agreement should be negotiated and made.

4. LEGALITY AND INVALIDITY OF PROVISIONS

DEPARTMENT and CITY agree that in the event any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, the validity of any such covenant, condition or provision shall not affect the balance of this Agreement.

5. GOVERNMENTAL INTENT:

DEPARTMENT and CITY agree that this Agreement expresses the intent of the governmental entities hereto; however, this Agreement shall not bind or contract away the discretion of the governmental entities, nor shall this Agreement prohibit the entities from acting within the public interest contrary to terms of this Agreement and in said event, the parties shall have the right to renegotiate the terms of this Agreement.

6. THIRD PARTY BENEFICIARY CLAUSE:

This Road Transfer Agreement is not intended by any of the provisions of any part of the Road Transfer Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Road Transfer Agreement to maintain a suit for wrongful death, bodily and personal injury to person, damage to property, or any other claim(s) whatsoever pursuant to the provisions of this Road Transfer Agreement.

7. NEW MEXICO TORT CLAIMS ACT:

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Road Transfer Agreement. Any liability incurred in connection with this Road Transfer Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq. This paragraph is intended only to define the liabilities between DEPARTMENT and CITY and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. TITLE VI COMPLIANCE:

DEPARTMENT and CITY shall comply with all federal, state and local laws and ordinances applicable to the work called for herein. DEPARTMENT and CITY further agree to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375, and as supplemented by the Department of Labor regulations (41 CFR Part 60). Accordingly, 49 CFR through Part 21 is applicable to this Agreement.

9. EQUAL OPPORTUNITY COMPLIANCE:

DEPARTMENT and CITY agree to abide by all Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, DEPARTMENT and CITY agree to assure that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, sexual preference, age or handicap, 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 contract. If DEPARTMENT or CITY are found to be not in compliance with these requirements during the life of this Agreement, DEPARTMENT or CITY agree to take appropriate steps to correct these deficiencies.

10. AMENDMENTS:

DEPARTMENT and CITY agree that any and all amendments to this Agreement, in order to be valid, must be in writing and must be executed by the parties.

11. PRIOR AGREEMENTS

With the exception of the Road Exchange Agreement dated December 21, 1989 and the First Amendment to that Agreement dated May 27, 1997, this Agreement supersedes all prior verbal and written agreements concerning the public roads and streets that are the subject of this Road Transfer Agreement between DEPARTMENT and CITY regarding the jurisdiction, operation and maintenance responsibility for the public road and street system in the City of Santa Fe.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first written above.

NEW MEXICO DEPARTMENT
OF TRANSPORTATION

By: _____
Michael R. Sandoval
Cabinet Secretary

Date: _____

NEW MEXICO DEPARTMENT
OF TRANSPORTATION

By: _____
District Five Engineer

Date: _____

Approved as to form and legal sufficiency by
Department's Office of General Counsel

By: _____

Date: _____

CITY OF SANTA FE

By: _____
Alan M. Webber, Mayor

_____
Date

Attest:

_____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Apr 13, 2021 10:59 MDT)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

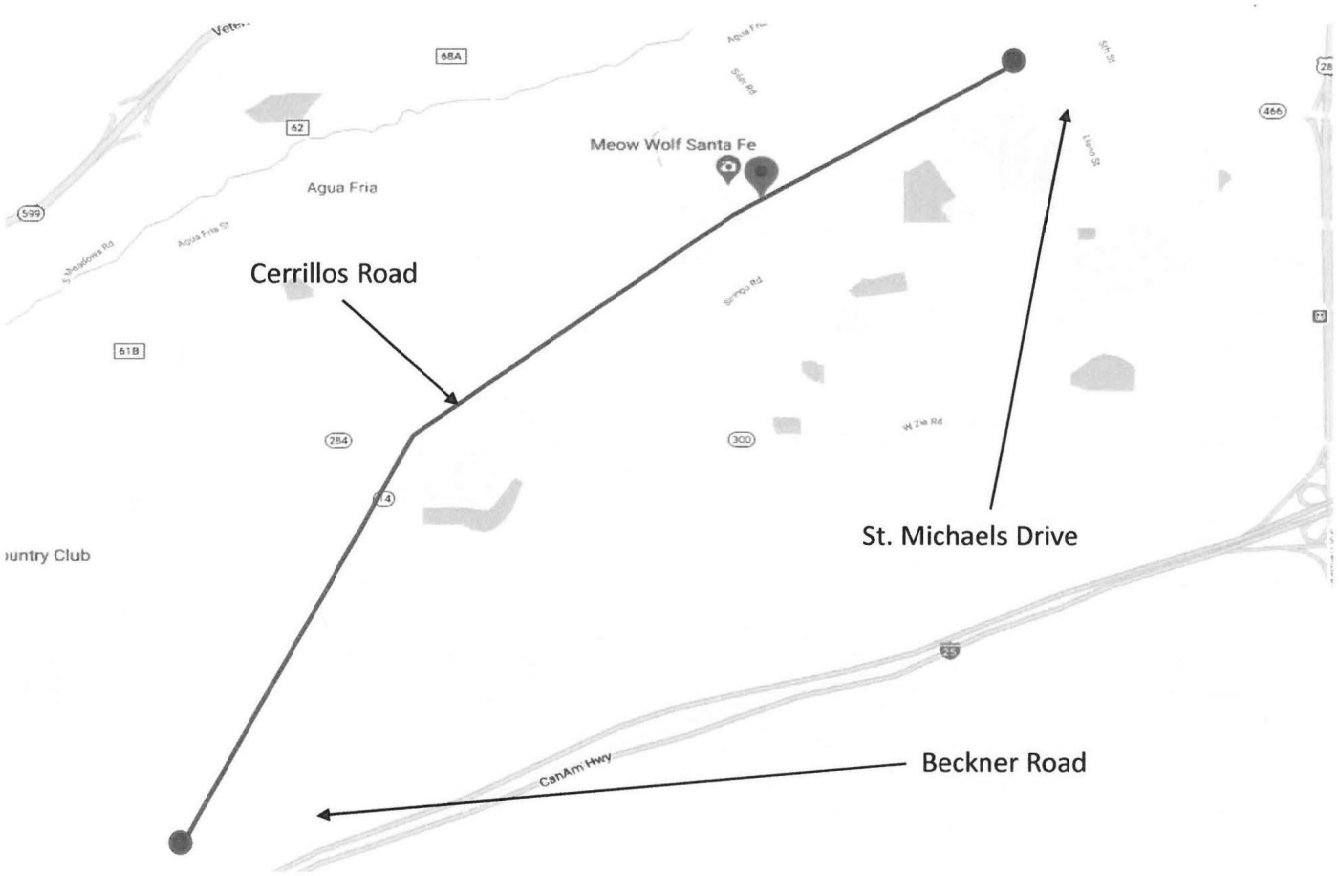
Approved:

State Transportation Commission

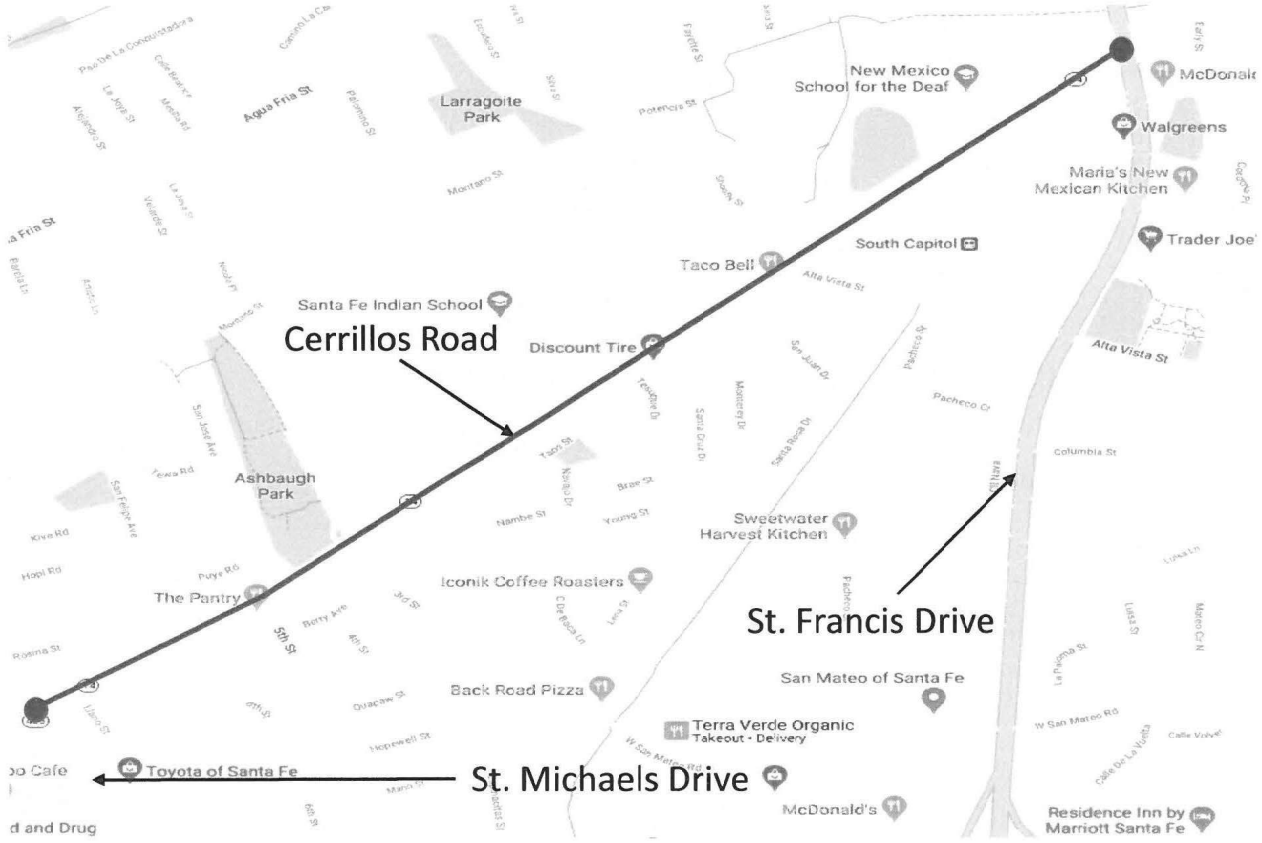
By:_____
Chairman of State Transportation Commission
Date:_____

Attachment 5

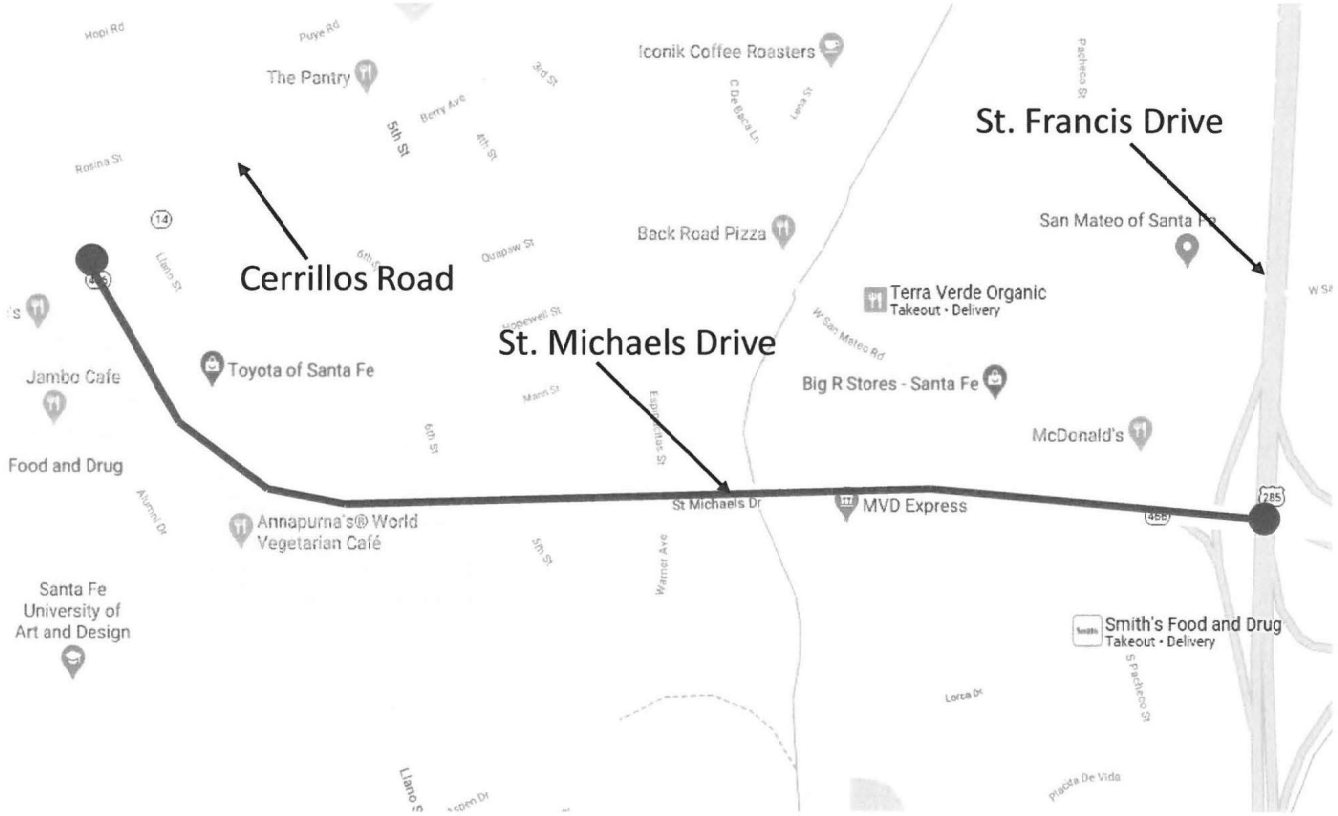
Cerrillos Road from Beckner Road to St. Michaels Drive (Section 1.2.1)
3.913 miles



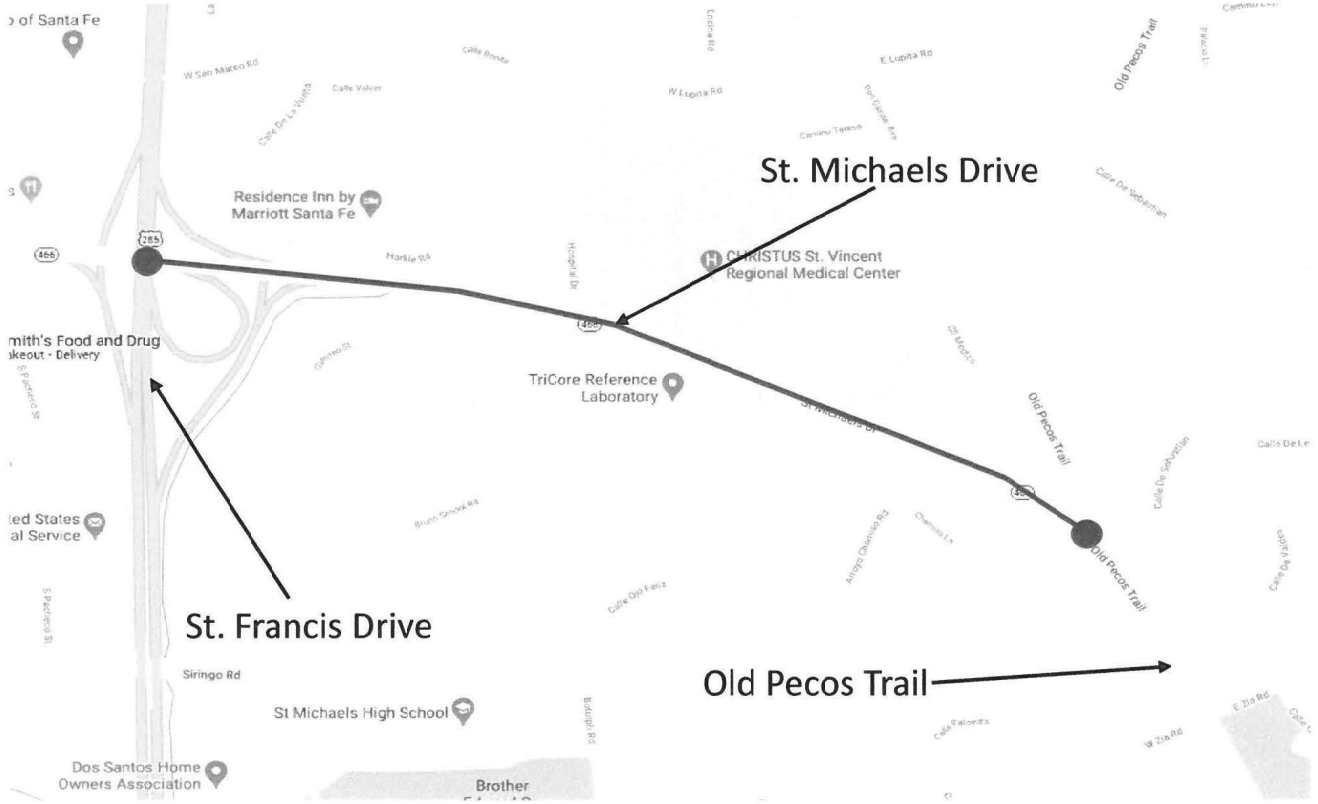
Cerrillos Road from St. Michaels Drive to St. Francis Drive (Section 1.2.2)
1.447 miles



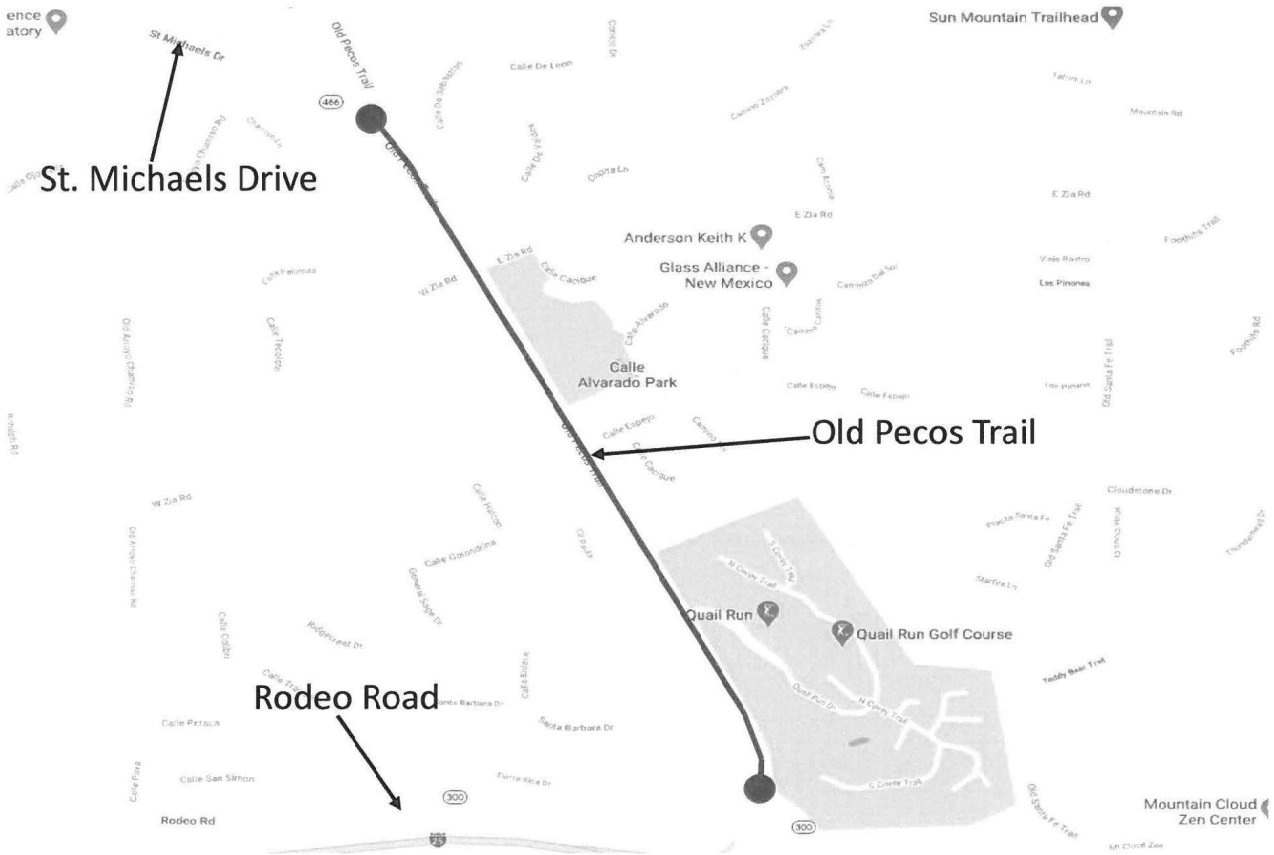
St. Michaels Drive from Cerrillos Road to St. Francis Drive (Section 1.2.3)
1.300 miles



St. Michaels Drive from St. Francis Drive to Old Pecos Trail (Section 1.2.4)
1.250 miles



Old Pecos Trail from St. Michaels Drive to Rodeo Road (Section 1.2.5)
1.200 miles



Attachment 6

ROSADO, JAVIER H.

From: Barnett, Kenneth, NMDOT <Kenneth.Barnett@state.nm.us>
Sent: Monday, March 29, 2021 8:33 AM
To: ROSADO, JAVIER H.; Martinez, Javier, NMDOT; Romero, John, NMDOT
Subject: RE: Road Transfer Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The section mentioned below will be completed this summer.

Ken

From: ROSADO, JAVIER H. <jhrosado@santafenm.gov>
Sent: Thursday, March 25, 2021 4:43 PM
To: Martinez, Javier, NMDOT <Javier.Martinez@state.nm.us>; Romero, John, NMDOT <John.Romero4@state.nm.us>
Cc: Barnett, Kenneth, NMDOT <Kenneth.Barnett@state.nm.us>
Subject: [EXT] RE: Road Transfer Agreement

Thank you Javier.

Javier Rosado
City of Santa Fe
Public Works
Engineering Division Director
Jhrosado@santafenm.gov
Office - 505-955-6638
Mobile – 787-459-7659

From: Martinez, Javier, NMDOT <Javier.Martinez@state.nm.us>
Sent: Thursday, March 25, 2021 3:12 PM
To: Romero, John, NMDOT <John.Romero4@state.nm.us>; ROSADO, JAVIER H. <jhrosado@santafenm.gov>
Cc: Barnett, Kenneth, NMDOT <Kenneth.Barnett@state.nm.us>
Subject: RE: Road Transfer Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I will check with Ken to see when we can complete the rest. I think it is from Quail run to Rodeo that is left

Javier Martinez
NMDOT District 5
505-500-2360

-------- Original message --------
From: "Romero, John, NMDOT" <John.Romero4@state.nm.us>
Date: 3/25/21 2:44 PM (GMT-07:00)
To: "ROSADO, JAVIER H." <jhrosado@santafenm.gov>
Cc: "Barnett, Kenneth, NMDOT" <Kenneth.Barnett@state.nm.us>, "Martinez, Javier, NMDOT" <Javier.Martinez@state.nm.us>
Subject: RE: Road Transfer Agreement

Hello Javier,
Please see my comments below in red.

John J. Romero, P.E.
North Region Design Manager, NMDOT
1120 Cerrillos Road
Santa Fe NM, 87504
(505)470-3777

From: ROSADO, JAVIER H. <jhrosado@santafenm.gov>
Sent: Thursday, March 25, 2021 1:45 PM
To: Romero, John, NMDOT <John.Romero4@state.nm.us>
Subject: [EXT] Road Transfer Agreement

Good afternoon John,

I have a few questions that I'll like to see if you can help or point me to right person to work with.

1. I'm working with the transfer agreement and Mark Brooks told me that there is a section of Old Pecos Trail that should have been paved according to the agreement (Section 1.2.5) and it has not been paved. Is a section about .30miles. Who I need to talk with to address the issue? Section 1.2.5 states that the road will be turned over when the improvements are made. By cc, I'll ask Ken Barnett (District 5 ADE for Maintenance) if there are plans to pave the 0.3 Miles. Can you please clarify where this is.
2. There is a bump at Cerrillos Road before and after the intersection with Rodeo Road that I'm getting constituents claims. Is NMDOT fixing this area before the transfer date? Mark Brooks told me he has been trying to get this and other areas fixed however, he was told that NMDOT was not repairing them neither transferring money to the City to do it. In keeping with the terms of the original 1989 Road Exchange Agreement this Road Transfer Agreement is based on, no further improvements will be made to the portions of Cerrillos Road that have been reconstructed. The original reconstruction of these areas are considered to be the needed improvements.

Also, I was inform that the state received approval of 300MM from the American Rescue Act Plan (ARPA). How do I know how much of this could be awarded to the city and how do I start the process?

I don't know at this point how this money is going to be distributed. That being said, the NM Legislature approved a Local Government Transportation Fund to the tune of $1.7M. The NMDOT will be soliciting applications in the near future. This is similar to the funding the City received for the Guadalupe Bridge Rehab project.

Thanks in advance for any guidance on these issues.

Best regards,

Javier Rosado
City of Santa Fe
Public Works
Engineering Division Director
Jhrosado@santafenm.gov
Office - 505-955-6638
Mobile – 787-459-7659

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202636**

Contractor: **New Mexico Department of Transportation**

Description: **Road Transfer Agreement - transfer of road maintenance responsibilities for segments of Cerrillos Rd, St Michaels and Old Pecos Trail**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **08/01/2021** Term End Date: **08/01/2023**

☐ 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:**

Fran Dunaway (Apr 20, 2021 14:09 MDT)

Purchasing Officer Review: Apr 20, 2021 Date:

Comment & Exceptions: Road Transfer NMDOT-COS No Procurement

4. **Funding Source:** **N/A** **Org / Object:** _____

Alexis Lotero (Apr 20, 2021 13:42 MDT)

Budget Officer Approval: Apr 20, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Amanda Archuleta** Phone # **505-955-6631**

Email: **ajarchuleta@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 05/11/2021
ISSUE NO. 8a Request for approval of the Road Transfer Agreement between NMDOT and the City of Santa Fe that transfers road maintenance responsibilities for segments of Cerrillos Road, St. Michaels Drive and Old Pecos Trail to the City of Santa Fe. (Javier Rosado, PW Engineering Division Director, jhrosado@santafenm.gov, 955-6638).
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Unanimously approved to forward to 5.12.2021 Governing Body.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **May 18, 2021**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Rich Brown, Community Development Director Richard Brown

FROM: **Randy Randall, Tourism Director** Randy Randall
Randy Randall (May 18, 2021 10:20 MDT)

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution to execute the use of the $300,000 Grant from the New Mexico Tourism Department (NMTD) per agreement 21-0211 to Support the Restart of the Group Business that Uses the Community Convention Center, Pursuant to SFCC 1987, Section 2-4.6 (B).

BACKGROUND AND SUMMARY:

NMTD offered a relief package to Tourism Santa Fe to aid with the efforts of reactivating the use of the Community Convention Center. The funds can be spent to offset costs related to completion of the Global Biorisk Advisory Council (GBAC) STAR Facility Accreditation, sanitation technology upgrades and supplies necessary due to COVID, Group advertising, promotion and lead generation activities, tradeshow attendance and other business interruption expenses resulting from COVID. The Governing Body ratified the contract to receive these funds on May 12, 2020. This Budget Adjustment brings the funds into the Community Convention Center Budget and allocates them for the intended use. The funds will be spent for the benefit of the Community Convention Center in FY21 with any unspent funds moved forward into FY22.

PROCUREMENT METHOD:
Grant. Project Ledger: NMDT.

CONTRACT NUMBER:
The FY20 Munis contract number is #3202693.

FUNDING SOURCE:
NMTD Grant: 212020/Other Deferred Revenue. NMDT Grants/490300.

The funding source is:
Fund Name/Number: SFCC/520
Munis Org Name/Number: CCC Ops/5206600
Munis Object Name/Number: Advertising/561850 - $200,000
Registration/560700 - $50,000
Out of State Travel/560500 - $10,000
Other Consulting/510340 - $30,000

Operating Supplies/530200 - $10,000
TOTAL: $300,000

ACTION REQUESTED:
Department Name respectfully requests your review and approval.

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

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

DEPARTMENT / DIVISION NAME	DATE
TSF/CCC	5/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CC - Advertising	5206600	561850	NMTD	200,000	
CCC - Registration	5206600	560700	NMTD	50,000	
CCC - Out of State Travel	5206600	560500	NMTD	10,000	
CCC - Other Consulting	5206600	510340	NMTD	30,000	
CCC - Operating Supplies	5206600	530200	NMTD	10,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
VSF/CCC Revenue	5206600	490300	NMTD	(300,000)	
				$ 300,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

This is a NMTD grant awarded to Tourism SF in an effor tto increase business in Santa Fe, Post Covid-19. The GB approved the agreement on 5/12/21. Funds will be expended from various objects in CCC, per the memo, in FY21 & FY22.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
520	300,000
TOTAL:	**300,000**

Antoinette Armijo-Rougemont — 5/17/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Randy Randall — May 17, 2021
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Andy Hopkins (May 17, 2021 16:49 MDT)
Budget Officer — May 17, 2021 — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Memorandum

DATE: **May 6, 2021**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Rich Brown, Community Development Director *Richard Brown*

FROM: **Randy Randall, Tourism Director** *Randy Randall*

ITEM AND ISSUE:

Request for Ratification of a Grant Agreement with the New Mexico Tourism Department (NMTD)for $300,000 for assisting with business generation in Santa Fe, pursuant to SFCC 1987, Section 2-4.6(B).

2-4.6 – Powers and Duties of the City Manager

The city manager shall:

B. Have the authority to enter agreements seeking or accepting funds of any amount, when the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body's next regularly scheduled meeting. Such agreements shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted.

BACKGROUND AND SUMMARY:

NMTD offered a relief package to Tourism Santa Fe to aid with the efforts of reactivating the use of the Community Convention Center. The funds can be spent to offset costs related to completion of the Global Biorisk Advisory Council (GBAC) STAR Facility Accreditation, sanitation technology upgrades and supplies necessary due to COVID, Group advertising, promotion and lead generation activities, tradeshow attendance and other business interruption expenses resulting from COVID. In order to receive these funds, a contract commitment had to be given to NMTD by May 6, 2020 not allowing time for this to flow to the Governing Body in advance of the receipt of the funds. The funds will be spent for the benefit of the Community Convention Center in FY21 and FY22.

PROCUREMENT METHOD:
Grant. Project Ledger: NMDT.

CONTRACT NUMBER:
The FY20 Munis contract number is #3202693.

FUNDING SOURCE:
NMTD Grant: 212020/Other Deferred Revenue. NMDT Grants/490300.

The funding source is:
Fund Name/Number: SFCC/520
Munis Org Name/Number: CCC Ops/5206600
Munis Object Name/Number: Advertising/561850 **-** $200,000
Registration/560700 **-** $50,000
Out of State Travel/560500 **-** $10,000
Other Consulting/$30,000
Operating Supplies/$10,000
TOTAL: $300,000

ACTION REQUESTED:
Department Name respectfully requests your review and approval.

NMTD Grant memo for GB ratification 050721

Final Audit Report 2021-05-07

Created:	2021-05-07
By:	Antoinette Armijo (amarmijo@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiwUPDNIZSGvNg1ILICgqiI0cFJ6ZMA1R

"NMTD Grant memo for GB ratification 050721" History

Document created by Antoinette Armijo (amarmijo@ci.santa-fe.nm.us)
2021-05-07 - 5:21:21 PM GMT- IP address: 63.232.20.2

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2021-05-07 - 5:24:09 PM GMT

Email viewed by Randy Randall (rrandall@santafenm.gov)
2021-05-07 - 6:17:46 PM GMT- IP address: 174.237.141.190

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Agreement completed.
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STATE OF NEW MEXICO
TOURISM DEPARTMENT
At-Risk Convention Center Relief Program
Grant Agreement

THIS AGREEMENT is made and entered into by State of New Mexico Tourism Department, hereinafter referred to as the "NMTD," and **City of Santa Fe**, hereinafter referred to as the "Grantee" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities and serving as a comprehensive source of information and assistance to tourism-related businesses wishing to locate, expand or do business in New Mexico; and

WHEREAS, NMTD desires to coordinate this partnership effort through cooperative tourism development programs with certain non-profit associations, local and tribal governments; and

WHEREAS, the COVID-19 pandemic has dramatically altered the tourism economy in New Mexico;

WHEREAS, NMTD has developed the At-Risk Convention Center Relief Program ("Program") as a temporary grant program created to provide grants for convention centers in need of economic relief as a result of being adversely affected by the COVID-19 pandemic; and

WHEREAS, qualifying convention centers must meet the following requirements:

- Is an indoor multipurpose, publicly owned convention center with a capacity for 1,500 people or more, that is not part of a hotel, university, or retail mall, and is not primarily a music venue, performing arts center, museum or theater;
- Is used primarily (i.e., not as a secondary purpose) as a facility to host large meetings, tradeshows or conventions;
- Has experienced a decline in overall operational revenue between 2019 and 2020 of thirty percent (30%) or more measured by operational revenue in the second and third quarters of each year;
- Is located in a destination that has realized a decline in overall lodgers' tax revenue between 2019 and 2020 of thirty percent (30%) or more;
- Has been directly impacted by Governor's Executive Order No. 2020-004 and is not exempt from that order;
- Has a physical location in the State of New Mexico;
- Has no current tax liens on record with the New Mexico Secretary of State as of the time of application.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of assisting the tourism economy of New Mexico to recover, and in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Grantee.

A. Ensure completion of the Scope of Work, as approved by NMTD and attached hereto as *Exhibit A*.

B. Provide NMTD with a Preliminary Plan for Use of Funds to include the projected expenses as they relate to the eligible use categories provided in the Agreement, as well as descriptions of each expense.

C. By entering into this grant agreement, Grantee certifies, represents and warrants that all of the following are true and correct as of its date of signature and will remain true at all times during the term of this Agreement. The Grantee agrees that it:

1. Is an indoor multipurpose, publicly owned convention center with a capacity for 1,500 people or more, that is not part of a hotel, university, or retail mall, and is not primarily a music venue, performing arts center, museum or theater;
2. Is used primarily (i.e., not as a secondary purpose) as a facility to host large meetings, tradeshows or conventions;
3. Has experienced a decline in overall operational revenue between 2019 and 2020 of thirty percent (30%) or more measured by operational revenue in the second and third quarters of each year;
4. Is located in a destination that has realized a decline in overall lodgers' tax revenue between 2019 and 2020 of thirty percent (30%) or more;
5. Has been directly impacted by Governor's Executive Order No. 2020-004 and is not exempt from that order;
6. Has a physical location in the State of New Mexico; and
7. Has no current tax liens on record with the New Mexico Secretary of State as of the time of application.

II. Obligations of NMTD.

A. Provide collaborative assistance for the program, as outlined in *Exhibit A*, for a total grant award of **Three-Hundred Thousand dollars ($300,000)** in FY21.

B. Provide guidance and assistance to Grantee on quarterly basis.

III. Additional Terms & Conditions:

A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Grantee. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final.

B. This Agreement shall become effective upon its execution by both Parties and shall terminate upon completion of the program. Either party may terminate or seek to further negotiate this Agreement upon written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or

failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.

D. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

E. This Agreement is governed by the laws of the State of New Mexico.

F. It is expressly understood and agreed that the Grant Funds provided will be used exclusively for Permitted Uses, as described in *Exhibit A*. Failure to adhere to these uses as required may result in the clawback of Grant Funds.

G. It is expressly understood and agreed that the Grantee shall reopen as allowed and resume convention sales efforts and other operations as demand allows. Failure to adhere to reopening may result in the clawback of Grant Funds.

H. It is expressly understood and agreed that the Grantee shall not pay off any debt service-related expenses with these Grant Funds. Failure to adhere may result in the clawback of Grant Funds.

I. All information that has been submitted or will be submitted by the Grantee as part of the Program Application and verification process is true and correct.

J. Grantee acknowledges that the Grant Funds may be subject to federal and state taxes.

K. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

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

To NMTD: New Mexico Tourism Department
Lancing Adams, Tourism Development Director
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-629-9648 | lancing.adams@state.nm.us

To Grantee: City of Santa Fe
PO BOX 909 | Santa Fe, NM 87504-0909

M. The individual signing below on behalf of the Grantee represents and warrants that he or she has the authority to bind the Grantee, and that no further action, resolution or approval from the Grantee is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Cabinet Secretary listed below.

For GRANTEE:

By: Kristin Mihelcic _____ Date: _____
Christine Bustos-Mihelcic, City Clerk
GB MTG 05/12/2021

By: Alexis Lotero, Acting Finance Director _____ Date: _____
Alexis Lotero, Acting Finance Director (May 6, 2021 14:23 MDT)
Mary McCoy, Finance Director

City Attorney's Office:

By: Marcos Martinez _____ Date: May 6, 2021
Marcos Martinez (May 6, 2021 12:57 MDT)
Senior Assistant City Attorney

By: Jarel LaPan Hill _____ Date: _____
Jarel LaPan Hill (May 6, 2021 14:57 MDT)
Jarel LaPan Hill
City of Santa Fe, Grantee

For NMTD:

By: _____ Date: _____
Becky C. Lopez, NMTD ASD Director

Approved for legal sufficiency:

By: _____ Date: _____
Allison P. Martinez, NMTD General Counsel

By: _____ Date: _____
Jen Paul Schroer, NMTD Cabinet Secretary

The records of the Taxation and Revenue Department reflect that the Grantee is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: 01-710510-00-2

By: _____ Date: _____
Taxation and Revenue Department

EXHIBIT A

1. **Grantee shall utilize grant funds for the following Permitted Uses:**
   - Successful completion of the Global Biorisk Advisory Council (GBAC) STAR Facility Accreditation
   - Sanitation technology upgrades and supplies necessary due to COVID
   - Group opportunity advertising, promotion, and lead generation activities
   - Tradeshow attendance to restart sales pipeline
   - Other business interruption expenses resulting from the COVID-19 pandemic.

2. **Grantee shall provide the following records to NMTD:**
   - Quarterly report of business contracts for group business that includes group hotel night estimates per group, estimate food/beverage, quarterly priorities and goals due in July 2021, October 2021, January 2022, and April 2022.
   - Quarterly attestation that facilities will be both operational and rentable beginning no later than January 2022.
   - Quarterly report of sales activities and tactics executed by grant awardee and DMO partners toward the prospecting of future business, pursuant to this agreement
   - Rolling report of 12 month contracted meetings/conventions/groups with approximate economic impact

3. **Upon request, Grantee shall provide facilities at no room-rental cost* for a public, two-day event for vaccine distribution by the New Mexico Department of Health (DOH) to be held no later than June 30, 2021, subject to availability.** *Food/Beverage and equipment/furniture costs to be paid by DOH.

EXHIBIT B

Use of Funds Grant Report

Grantee:

Contact Person:

E-mail Address:

Phone:

Report Date:

Grant Award Date:

Grant Number:

Records to be provided by Grantee to the New Mexico Tourism Department (NMTD):

1. Quarterly report of business contracts for group business that includes group hotel night estimates per group, estimate food/beverage, quarterly priorities and goals due in July 2021, October 2021, January 2022, and April 2022. (Refer to "Budget Table" tab of Exhibit C "At Risk Grant Agreement Worksheet")

2. Quarterly report of sales activities (e.g., lead generation, prospecting activity, etc.) and tactics executed by grant awardee and DMO partners toward the prospecting of future business, pursuant to this agreement. (Refer to "Sales Activities" tab of Exhibit C "At Risk Grant Agreement Worksheet")

3. Rolling report of 12 month contracted meetings/conventions/groups with approximate economic impact. (Refer to "Economic Impact" tab of Exhibit C "At Risk Grant Agreement Worksheet")

4. Quarterly attestation that facilities will be both operational and rentable beginning no later than January 2022, signed, and witnessed by Notary. (Refer to Exhibit D "Attestation")

EXHIBIT C

At Risk Grant Agreement Worksheet



EXHIBIT D

Attestation

By signing below, I acknowledge and affirm that the following statement is true and correct to the best of my knowledge and belief:

The Santa Fe Convention Center will be operational and rentable no later than January 2022.

_____ _____

Authorized Signature Date

_____

(printed name of authorized signatory)

STATE OF NEW MEXICO

COUNTY OF _____

The foregoing document was affirmed before me this _____ day of _____, 20____, by the above-named individual, who appeared before me in person, is personally known to me, or identified by me through satisfactory evidence, and who made a vow of truthfulness or fidelity on penalty of perjury.

_____ Seal:

Signature of Notary Public

My Commission Expires: _____

NMDT Grant Agreement for CM 050621

Final Audit Report 2021-05-06

Created:	2021-05-06
By:	Antoinette Armijo (amarmijo@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtL9KZip_FqPKuoHlwKwblP9cyb1wznnB

"NMDT Grant Agreement for CM 050621" History

Document created by Antoinette Armijo (amarmijo@ci.santa-fe.nm.us)
2021-05-06 - 8:13:55 PM GMT- IP address: 63.232.20.2

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Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
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City of Santa Fe
POWERED BY Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202693**

Contractor: **NMTD**

Description: **NMTD Grant for $300,000 for Tourism to assist with increasing business in SF**

Contract ◉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **approx. 5/26/21** Term End Date: **6/30/22**

☐ Approved by Council Date: _____

Contract / Lease: **NMTD Grant for Tourism in the amount of $300,000 for FY21 & FY22**

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:** _____

Fran Dunaway, CPO

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **TSF/VSF/Grants & Services** **Org /** 5206600/see memo

Andy Hopkins

Budget Officer Approval: 5/7/2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Antoinette Armijo-Rougemont** Phone # **x6210**

Email: **amarmijo@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Signature: 

Email: fadunaway@ci.santa-fe.nm.us

MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF SANTA FE
AND
NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS

THIS MEMORANDUM OF AGREEMENT ("MOA") is entered into by and between the City of Santa Fe, a chartered municipal corporation of the State of New Mexico ("City"), and the New Mexico State Department of Cultural Affairs, a political subdivision of the State of New Mexico ("DCA"), collectively referred to as the "Parties".

RECITALS

A. The City of Santa Fe (the "City") owns certain real property located near the western terminus of Garfield Avenue off of Guadalupe Street, on the Santa Fe Railyard property, more specifically shown on the map attached hereto as **Exhibit 1** (the "City Property").

B. The Board of Regents of the Museum of New Mexico ("BOR") owns the real property located at 404 Montezuma, which abuts the City Property, and which is also depicted on **Exhibit 1** (the "Vladem Property").

C. The Vladem Property is under the management and operation by the New Mexico Museum of Art ("NMMoA"), and will become the New Mexico Museum of Art Vladem Contemporary once constructed.

D. NMMoA is a division of the New Mexico Department of Cultural Affairs ("DCA").

E. The Parties desire to document in this Memorandum of Agreement the undertakings of the parties regarding the City Property, which the Parties jointly desire to be improved, all as set forth below.

F. The City Property, as well as the Vladem Property, and other properties, are all served with electric utility service from an electric transformer (the "Transformer") owned by the Public Service Company of New Mexico ("PNM"), and located on the City Property, which is served by electric feeder lines owned by PNM (the "PNM Overhead Lines"), some of which are above ground service lines and which are supported by a pole owned by PNM (the "PNM Pole") running from Guadalupe Street along the extension of Garfield Street to the west of Guadalupe.

G. There is a shed ("Shed") located on the City Property, which has been leased in the past for certain private commercial purposes, which leases have all been terminated, and on which are located certain telecom and signaling equipment of the Santa Fe Railrunner ("Railrunner Equipment").

H. There are also located on the City Property certain trees, which are non-native invasive species, and certain shrubbery, which has grown wild (the "invasive flora").

I. The Parties desire to see the City Property retain its functional uses, as set forth below, and be made into an attractive space, providing a functional transition between the Santa Fe Depot, the Santa Fe Railyard, and the New Mexico Museum of Art Vladem Contemporary, benefitting all of the Parties.

NOW, THEREFORE, the Parties hereby agree as follows:

I. INCORPORATION OF RECITALS. The recitals set forth above are incorporated herein by reference.

II. SOLE UNDERTAKINGS OF THE CITY. None.

III. SOLE UNDERTAKINGS OF THE STATE OF NEW MEXICO. The State shall:

A. Demolish and remove the PNM and Comcast Overhead Lines including the removal of the PNM Pole in the Garfield Street extension, including those that run from Guadalupe Street to the Santa Fe Depot.

B. Coordinate work with the PNM for the replacement of the existing pad mounted electric transformer with a new pad mounted transformer which will be located at the site of the existing pad mounted transformer and provide service to all existing users of the existing Transformer. In coordination with PNM DCA will have the right to install conduit stub out from this transformer to the property line of Vladem Contemporary pending prior review and approval of the City of Santa Fe.

C. Demolish and remove the Shed on the City Property.

D. Demolish and remove the invasive flora on the City Property.

F. Landscape the City Property once all the changes noted above are accomplished, with Native grasses, pervious stone pavers, to match the new landscape being developed as part of the Vladem project which can be supported without the installation of an irrigation system and subject to the mutual agreement of the Parties.

IV. JOINT UNDERTAKINGS OF THE PARTIES. The Parties shall jointly:

The Parties shall evenly split the costs associated with the following items:

A. Undergrounding the PNM and Comcast Overhead Lines, including the installation of two additional 3” conduits in the utility trench.

B. All required site rehabilitation and reconstruction following the undergrounding of the PNM and Comcast Overhead Lines.

V. USE OF THE TRAIN DEPOT SHED

A. The DCA and its designees shall be allowed to use the Train Depot Shed during the construction of the Vladem Contemporary.

B. Once the use of the Train Depot Shed is complete DCA, at its sole expense, shall demolish the shed and refurbish the site with Native grasses, pervious stone pavers, trees, to match the

new landscape being developed as part of the Vladem project and subject to the mutual agreement of the Parties.

VII. TERM. This MOA shall become effective upon execution by all the Parties and shall terminate upon completion of all tasks outlined under Sections II, III, IV and V.

VIII. AMENDMENT. This MOA shall not be altered, changed or amended, except by written agreement signed by all the Parties.

IX. APPROPRIATIONS. Performance under this MOA is contingent upon sufficient authority and appropriations granted by the Governing Body of the City of Santa Fe and the New Mexico State Legislature.

X. GOVERNING LAW. This MOA shall be governed by the laws of the State of New Mexico.

XI. LIABILITY. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOA. The Parties do not waive their immunities and liability limitations of the New Mexico Tort Claims Act. Each party shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violations or alleged violation of requirements applicable to performance of this MOA.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement.

CITY OF SANTA FE

By:_____

Alan Webber, Mayor Date
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
Tel: (505) 055-6590
Email: mayor@santafenm.gov

City Attorney's Office:

By: Marcos Martinez
Marcos Martinez (May 26, 2021 09:13 MDT)

Assistant City Attorney Date

Attest:

By: _____

Kristine Bustos Mihelcic, City Clerk Date

Approved:

By:_____

Mary McCoy, Finance Director Date

NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS

By:_____

Debra Garcia y Griego Date
Cabinet Secretary
407 Galisteo Road, Suite 260
Santa Fe, NM 87501
Tel: (505) 827-6364
Email: debra.garciagriego@state.nm.us

City of Santa Fe
+
New Mexico Department of Cultural Affairs
Vladem MOA

EXHIBIT 1



KEY

1. Demolition of existing power lines.

2. Replacement of transformer.

3. Demolition of invasive trees.

4. Reuse, demolition and rehabilitation of Train Depot Shed.

5. Installation of new underground power for Train Depot.

City of Santa Fe, New Mexico

memo

DATE: May 10, 2021

TO: Public Works Committee/Finance Committee/Governing Body

VIA: Regina Wheeler, Public Works Department Director

FROM: Melissa A. McDonald, RLA, Acting Parks Division Director

---

ITEM AND ISSUE:

Approval of a professional service agreement with the Kiwanis Club of Santa Fe in the amount of $60,000 per year, total compensation not to exceed $240,000 dollars over the four-year term, to plan, promote, and execute the City's Independence Day celebration.

BACKGROUND AND SUMMARY:

Annually the City of Santa Fe strives to celebrate our nation's Independence Day. This year more than ever, we are excited to entertain both locals and tourists alike with this celebration. Having run many safe and successful fireworks displays in the recent past both for Zozobra, Santa Fe's 4th of July, and roof-top fireworks on La Fonda for New Year's Eve, Kiwanis has a proven record when it comes to the complicated logistics associated with providing a beautiful, impressive, and fulfilling experience while handling explosive materials, distracted crowds, and detoured drivers. Its OSHA-trained staff and scores of deeply committed volunteers uniquely rooted in our community create a kind of "pop-up institution" that would be difficult for others to replicate.

The club comes to us with a unique relationship with Santa Fe Place Mall, which is an ideal location for such an event. As a large, centralized, fire-defensible space, it has easy access to fire hydrants and major arterials. With its multiple parking lots and four entrances/exits as well as proximity to an extensive network of commercial parking lots, celebrants will have the opportunity to stay in or near their cars and maintain safe social distances should they wish or be required to do so. Besides leveraging their existing community connections and volunteers, the club is also able to offset some expenses through private donations such that they will be able to coordinate, produce, and deliver the event at cost.

RECOMMENDED ACTION:

Approval of a multi-year professional service agreement with the Kiwanis Club of Santa Fe in the amount of $60,000 per year, not to exceed total compensation of $240,000 over the four year term, for the planning, promotion, and execution of the entertainment associated with Independence Day.

Attachments:

- Exemption Determination Request
- Professional Service Agreement-- MUNIS CN: 3202705

City of Santa Fe, New Mexico

memo

Date: **May 06, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

From: Yodel Catanach, Contracts Supervisor

Subject: **Exemption Determination Request**

Parks Division respectfully requests the non-profit organization, Kiwanis Club of Santa Fe to execute the July 4th Firework Show in Santa Fe and be considered as a professional entertainment for the City of Santa residents and tourist to celebrate Independence Day. Kiwanis Club are also in charge of the Zozobra event which is another special event for Santa Fe.

VI. Exemptions from the Procurement Code

All purchases are subject to the City's Procurement Manual with the exception of the items and services listed below. Although they are exempt from the terms of this manual, exempt purchases still require a written determination describing the exemption, the transaction and expectations of the parties. Approval from the Chief Procurement Officer for use of the exemption must be received by the requesting Department or Division and attached to the requisition.

13. Contracts with professional entertainers;

Term: when approved for a 4 year term

Approved Exemption

Fran Dunaway

Fran Dunaway (May 11, 2021 11:13 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
WITH THE KIWANIS CLUB OF SANTA FE

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

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services for the City:

A. Plan, coordinate and execute the City Fourth of July celebration which includes, but is not limited to, hiring and paying musicians; hiring independent Contractors such as sound and light providers, tent providers, firework providers, private security providers and other independent contractors necessary for the safe production of the City's Fourth of July celebration. Create and execute marketing plan for social media, print media and radio.

B. Solicit private sector contributions. Contributions from the private sector will be used to offset costs and pay expenses incurred by the City's Fourth of July celebration.

C. Produce an operating budget. The budget will reflect all income for the City's Fourth of July Celebration (City & Private Sector Funds) and all expenses incurred in the presentation of the event. Every reasonable effort shall be made to present a balanced budget.

D. Maintain a record for future planning purposes.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of sixty thousand dollars ($60,000) per submitted budget per year, such compensation not to exceed two hundred forty thousand dollars ($240,000.00), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($60,000 per year). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount $60,000 per year. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of sixty thousand dollars ($60,000) within FY21, FY22, FY23, and FY24:

1) In FY21 $60,000 total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($60,000) in FY2021.

2) In FY22, $60,000 total amount payable to the Contractor under this Agreement, including Gross receipts tax and expenses, shall not exceed ($60,000) in FY2022.

3) In FY23, $60,000 total amount payable to the Contractor under this Agreement, including Gross receipts tax and expenses, shall not exceed ($60,000) in FY2023.

4) In FY24, $60,000 total amount payable to the Contractor under this Agreement, including Gross receipts tax and expenses, shall not exceed ($60,000) in FY2024.

C. Payment in FY21, FY22, FY23, and FY24, are subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150

NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

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

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of

termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in

writing executed by the parties hereto and all other required signatories.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If

Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

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

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by

the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

waive any other rights.

26. Notices.

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

To the City:
City of Santa Fe
Public Works Department –Parks Division
Attention: Melissa A. McDonald
1142 Siler Road, Building C
Santa Fe, NM 87505

To the Contractor:
Kiwanis Club of Santa Fe
Attention: Ray Sandoval
PO Box 622
Santa Fe, NM 87504

27. Authority.

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

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

CITY OF SANTA FE:

_____
JAREL LAPAN HILL, CITY MANAGER

DATE:_____

CONTRACTOR:
KIWANIS CLUB OF SANTA FE

Raymond G. Sandoval
NAME Raymond G. Sandoval
TITLE: Fourth of July, Chairman Kiwanis
DATE: 05/10/2021
CRS#03226802005

Registration # 225300

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 10, 2021 14:15 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Various
MUNIS Obj/Org Numbers

The Kiwanis Club of Santa Fe, NM
Post Office Box 622, Santa Fe, NM 87504-0622 USA

www.burnzozobra.com

May 3, 2021

July 4th 2021

REVENUE:		EXPENSES:	TOTAL	1/2 deposit rquired 5/15/2021	Remaing Due After 7/5/2021
City of Santa Fe	$59,996.00	Western	$ (24,999.00)	$ (12,499.50)	$ 12,499.50
		United Rental	$ (2,330.00)	$ (1,165.00)	$ 1,165.00
		Andies Portables	$ (1,150.00)	$ (575.00)	$ 575.00
		DB Pro Lcc	$ (13,800.00)	$ (6,900.00)	$ 6,900.00
		Band 1	$ (500.00)	$ (250.00)	$ 250.00
		Band 2	$ (1,000.00)	$ (575.00)	$ 425.00
		SW Safety	$ (5,800.00)	$ (2,900.00)	$ 2,900.00
		Band 3	$ (1,000.00)	$ (500.00)	$ 500.00
		Security	$ (7,867.00)	$ (3,933.50)	$ 3,933.50
		Staffing	$ (1,300.00)		$ 1,300.00
		decorations	$ (250.00)	$ (250.00)	$ -
TOTALS			$ (59,996.00)	$ (29,548.00)	$ 30,448.00

Very truly yours,

Ray Sandoval

Raymond G. Sandoval, Zozobra Event Chairman
The Kiwanis Club of Santa Fe
Cell: 505-428-9013 Email: burnhim@burnzozobra.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2021

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

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

PRODUCER
Hylant - Indianapolis
10401 North Meridian St, Ste 200
Indianapolis IN 46290

CONTACT NAME: Lisa Christenson
PHONE (A/C, No, Ext): 317-817-5172 **FAX (A/C, No):** 317-817-5151
E-MAIL ADDRESS: kiwaniscert@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KIWAN03
Kiwanis International, All Clubs and Their Members
3636 Woodview Trace
Indianapolis IN 46268

COVERAGES **CERTIFICATE NUMBER:** 23354125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		013136005	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
A	**AUTOMOBILE LIABILITY**			013136005	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			013136005	11/1/2020	11/1/2021	All Claims	$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
June 15th thru July 8th, 2021 or any future date(s) during the policy term.
4th of July Fireworks and Community Celebration - Outside Fireworks Display and Indoor Mall Live Music and Celebration.
Located @ Villa Linda Park, Villa Linda Dog Park, Wagon Wheel Road, The Santa Fe Place Mall Parking Lots.
Kiwanis Club of Santa Fe K00479

CERTIFICATE HOLDER
The City of Santa Fe
Santa Fe Parks and Recreation
PO Box 909
Santa Fe NM

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

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2020

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

The City of Santa Fe
Santa Fe Parks and Recreation
PO Box 909
Santa Fe, NM

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/3/2021

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

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

PRODUCER
Hylant - Indianapolis
10401 North Meridian St, Ste 200
Indianapolis IN 46290

CONTACT NAME: Lisa Christenson
PHONE (A/C, No, Ext): 317-817-5172 **FAX (A/C, No):** 317-817-5151
E-MAIL ADDRESS: kiwaniscert@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KIWAN03
Kiwanis International, All Clubs and Their Members
3636 Woodview Trace
Indianapolis IN 46268

COVERAGES **CERTIFICATE NUMBER:** 931691467 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		013136005	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Liquor Liability	$ 1,000,000
A	**AUTOMOBILE LIABILITY**			013136005	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Self-Insured Retention			013136005	11/1/2020	11/1/2021	All Claims	$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
June 15th thru July 8th, 2021 or any future date(s) during the policy term.
4th of July Fireworks and Community Celebration - Outside Fireworks Display and Indoor Mall Live Music and Celebration.
Located @ Villa Linda Park, Villa Linda Dog Park, Wagon Wheel Road, The Santa Fe Place Mall Parking Lots.
Kiwanis Club of Santa Fe K00479

CERTIFICATE HOLDER

SANTA FE MALL PROPERTY OWERN LLC
Spinoso Real Estate Group, DLS LLC
Spinoso Management Group, LLC
SREG Santa Fe LLC

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2020

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

SANTA FE MALL PROPERTY OWERN LLC
Spinoso Real Estate Group, DLS LLC
Spinoso Management Group, LLC
SREG Santa Fe LLC

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: KIWANIS CLUB OF SANTA FE
DBA: KIWANIS CLUB OF SANTA FE

Business Location: PO BOX 622
SANTA FE, NM 87504

CRS Number: 03226802005

Owner: KIWANIS CLUB OF SANTA FE

License Number: 225300

License Type: Business License - Renewable

Issued Date: February 18, 2021

Classification: Business Registration - Standard

Expiration Date: February 18, 2022

Fees Paid: $35.00

KIWANIS CLUB OF SANTA FE
PO BOX 622
SANTA FE, NM 87504

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202705

Contractor: **Kiwanis Club of Santa Fe**

Description: **Approval of PSA agreement with Kiwanis Club of Santa Fe for $60,000 per year, not to exceed $240,000 per the four year term, for Independence Day entertainment.**

Contract ☉ Agreement ○ Lease / Rent ○ Amendment ○

Term Start Date: **6/01/2021** Term End Date: **6/30/2025**

☒ Approved by Council Date: Pending

Contract / Lease: refer to attached justification memo and packet

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:** **Entertainment exemption granted**

Fran Dunaway (May 11, 2021 11:13 MDT) May 11, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issued a 4 yr. Agreement -Exemption .13. Professional Entertainers

4. **Funding Source:** GF **Org / Object:** **various/1004150.510310**

Andy Hopkins (May 11, 2021 09:47 MDT) May 11, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa A McDonald** Phone # **303-9502**

Email: **mamcdonald@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Kiwanis Club of Santa Fe

Procurement Title: Professional services agreement for entertainment service for Independence Day

Procurement Method: State Price Agreement [ ] Cooperative [ ] Sole Source [ ] Other [ ]

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

Department Requesting Parks Staff Name Melissa A. McDonald

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

Melissa McDondald, Parks Director — 05/10/21

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

Fran Dunaway (May 11, 2021 11:13 MDT)

Chief Procurement Officer — May 11, 2021

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

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 24, 2021 BY FORTY-SEVEN (47) DAYS, EXPIRING AT NOON ON JULY 12, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency seven times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, January 20, 2021, March 29, 2021, and May 24, 2021 (COVID-19 Proclamations II through VIII); and

WHEREAS, in Santa Fe County, at least 72.2% of eligible residents ages 16 or older have had at least one dose of a COVID-19 vaccine and at least 60.6% are fully vaccinated; and

WHEREAS, COVID-19 infections continue to spread, and the current 7-day rolling average of cases in Santa Fe County is 18, up from 10 when the last emergency proclamation was extended; and

WHERES, several of the more infectious variants, including one from the United Kingdom and on from California, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H, and COVID-19 Proclamation IX is attached

as Exhibit I; and

WHEREAS, if not extended, Proclamation IX would expire on May 27, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation IX for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on July 12th, 2021 and an extension by the Governing Body on July 14, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IX is hereby extended by forty-seven (47) days, expiring at noon on July 12, 2021, pursuant to Section 20-1.3(C).

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/State of Emergency Extension IX

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:.

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March **, 2020 at the hour of** 1:12 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

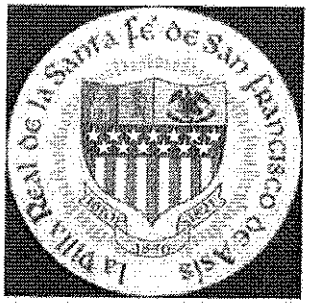
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D"

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July, **2020 at the hour of** 3:04 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT E

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, Proclamation IV expired on September 27 and the Mayor again proclaimed an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation V, attached as Exhibit E, for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation V is hereby extended by sixty (60) days, expiring at noon

on November 30, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 30th day of September, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-39 State of Emergency Extension V

EXHIBIT E

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A .M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT F

[redacted]

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-44

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON NOVEMBER 30, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency (COVID-19 Proclamation IV);

WHEREAS, on July 29, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, on September 28, 2020, Mayor Webber proclaimed a state of emergency for a fifth time, due to the continuing public health emergency (COVID-19 Proclamation V);

WHEREAS, on September 30, 2020 the Governing Body extended COVID-19 Proclamation V for sixty days;

WHEREAS on November 30, Mayor Webber proclaimed a state of emergency for a sixth time, due to the continuing public health emergency (COVID-19 Proclamation VI); and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; and COVID-19 Proclamation VI is attached as Exhibit F; and

WHEREAS, if not extended, Proclamation VI would expire on December 3, 2020. The Governing Body wishes to extend Proclamation VI for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VI is hereby extended by sixty (60) days, expiring at noon on January 30, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of December, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-44 State of Emergency Extension VI

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VI- COVID-19

November 30, 2020

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency in a second proclamation on March 23, 2020 (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), in a fourth proclamation on July 27, 2020 (Proclamation IV), and in a fifth proclamation on September 28, 2020 (Proclamation V);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020;

June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; and Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; and November 18, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 5,053 cases in Santa Fe County as of yesterday, November 29, 2020, nearly five times the number of cases recorded on the date I issued Proclamation V (1,014);

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation V expired on November 29, 2020;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events. When the State's limitations on mass gatherings permit greater numbers of persons to gather, or restrict gatherings to fewer persons, this order shall allow or restrict, as applicable, the same number to gather. As used herein,

"public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. “Assemble or gather” refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location’s regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:

i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and

iii. City employees shall participate in regular COVID-19 testing if the

City enters an agreement with the New Mexico Department of Health and New Mexico Environment Department for an exemption to Public Health Order Rapid Response COVID-19 closure protocols or if the City otherwise provides regular/surveillance testing for employees.

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to

the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place to the extent the orders are more restrictive than the currently effective Public Health Order:

A. The City shall not enforce its Single-Use Carryout Bags Ordinance, Section 21-8. In particular, the City shall not:

1. Penalize the use of single-use plastic bags;
2. Require the collection of $0.10/bag environmental service fee; or
3. Collect environmental service fees.

B. Grocery stores and supermarkets shall:

1. Not permit customers to bring their own reusable/"from home" bags;
2. Provide, without charging the City's environmental service fee, recyclable paper bags, compostable plastic bags, or single use plastic bags;
3. Provide access to handwashing facilities and break time for employees to wash their hands;
4. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
5. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
6. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;

7. Provide, as available, alcohol-based sanitizers in the store for customer use;

8. Implement procedures to sanitize frequent touch-points in the store throughout the day;

9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;

10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. The November 20, 2020 orders I issued closing sports courts, including basketball courts, handball courts, and any other courts; playground equipment; athletic fields; and other shared infrastructure in City parks, remain in effect as follows:

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;

2. All playground equipment in City parks is closed to the public and may not be used;

3. All athletic fields in City parks are closed; and

4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

l. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

m. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

n. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and

vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
   I promise to:
   Act as if I carry the coronavirus.
   Maintain social distancing of at least six feet.
   Wear a face covering, wash my hands, use sanitizer.
   Buy from local businesses that also make this promise.
   Practice patience, compassion, empathy, connection, respect and love.
   We will keep Santa Fe safe. We will keep Santa Fe open. Together.
n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30th day of November, 2020 at the hour of 10:39 **o'clock** A **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT G

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-9

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JANUARY 30, 2021 BY FIFTY-SIX (56) DAYS, EXPIRING AT NOON ON MARCH 29, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; and November 30, 2021 (COVID-19 Proclamations II through VI); and

WHEREAS, on December 1, 2020 the Governing Boy extended COVID-19 Proclamation VI for sixty days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI is attached as Exhibit F; and COVID-19 Proclamation VII is attached as Exhibit G; and

WHEREAS, if not extended, Proclamation VII would expire on February 2, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VI for an additional fifty-six (56) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on March 31, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VII is hereby extended by fifty-six (56) days, expiring at noon on March 29, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of February, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Feb 3, 2021 11:31 MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-9 State of Emergency Extension VII

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VII- COVID-19

January 30, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); and November 30, 2020 (Proclamation VI);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders and Amendments on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders and Amendments on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; November 18, 2020; November 30, 2020; December 2, 2020; and December 9, 2020; and Secretary-Designate Tracie C. Collins issued additional Public Health Orders and Amendments on December 15, 2020; December 23, 2020; December 30, 2020; and January 8, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,064 cases in Santa Fe County as of yesterday, November 29, 2020, nearing twice the number of cases recorded on the date I issued

Proclamation VI (5,053);

WHEREAS, since my last proclamation, several new variants of the COVID-19 virus have been identified that have a higher infection rate, which results in the virus causing more illness and deaths per capita;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 114 Santa Fe County residents have died from COVID-19 infections as of January 29, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow" or "Green", depending upon their COVID-19 positivity rates and infection rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, despite recent improvements in infection and positivity rates, Santa Fe County remains classified as "Red";

WHEREAS, since my last proclamation, the first COVID-19 vaccines were authorized for experimental use in the United States and approximately 250,000 doses have been administered in New Mexico;

WHEREAS, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for both of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue for several months;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases,

while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VI expired at noon today, January 30, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections

20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events while Santa Fe County is classified as "Red" under the State's public health order. When Santa Fe County's NMDOH "Red to Green" status changes to Yellow or Green, this order shall allow or restrict, as applicable, the number of persons and vehicles permitted under the State's limitations for that level of risk to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by five or more individuals or by families in a location's regular course of business. That is, this prohibition does not restrict a person from shopping at a retail location where there are already more than five (5) customers or from entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to shelters, hospitals, or other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Should the City's temporary administrative and sick leave authorized pursuant to Resolution No. 2020-11 and the City Manager's existing administrative leave authority not be sufficient to implement the New Mexico Department of Health's recommended quarantining time periods for close contacts, positive cases, and/or to allow the care of family members who are at home due to the limitations imposed under the declared emergency, the City Manager shall provide administrative leave up to the permitted hours and pursuant to the other limitations that were permitted under the federal leave benefits that expired on December 31, 2020 under the Families First Coronavirus Response Act (FFCRA), including Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA); and

iv. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during the work day, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a

COVID-19 vaccine and the associated booster shot shall be exempt from testing requirements two weeks after receipt of their booster shot;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening

to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets remain in place, except that, beginning on February 7, 2021, the City shall again enforce its Single-Use Carryout Bags Ordinance, Section 21-8, in relation to in-store purchases from grocery stores and super markets.

i. Beginning immediately, stores must permit customers to use reusable bags, but may require customers to pack the bags the customers are reusing.

ii. To the extent that the following orders are more restrictive than the current effective Public Health Order, grocery stores and supermarkets shall:

1. Provide access to handwashing facilities and break time for employees to wash their hands;
2. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
3. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
4. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;
5. Provide, as available, alcohol-based sanitizers in the store for customer use;
6. Implement procedures to sanitize frequent touch-points in the store throughout the day;
7. Discontinue all self-service salad bars, self-service food

stations, including bulk food stations, and product tasting or sampling stands;

8. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

9. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

10. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

11. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

l. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth sports and programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; and medical providers and other industries shall comply with

the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine

cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at

https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise;
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
p. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
q. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30 day of January, 2021 at the hour of_____ o'clock __.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Jan 30, 2021 12:05 MST)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT H

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-19

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 29, 2021 BY FIFTY-FOUR (54) DAYS, EXPIRING AT NOON ON MAY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, and January 20, 2021 (COVID-19 Proclamations II through VII); and

WHEREAS, on February 1st, 2021 the Governing Boy extended COVID-19 Proclamation VII for fifty-six days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; and COVID-19 Proclamation VIII is attached as Exhibit H;

and

WHEREAS, if not extended, Proclamation VIII would expire on April 1, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VIII for an additional fifty-four (54) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on May 26, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VIII is hereby extended by fifty-four (54) days, expiring at noon on May 24, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 31st day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

Kristine Mihelcic (Apr 2, 2021 12:21 MDT)

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-19 State of Emergency Extension VIII

EXHIBIT H

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VIII- COVID-19
March 29, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); and January 30, 2021 (Proclamation VII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 38 of them, beginning on March 13, 2020; , with the most recent issued on March 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,834 cases in Santa Fe County as of March 28, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 142 Santa Fe County residents have died from COVID-19 infections as of March 28, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, and the continuity of those rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, if a county remains within the positivity rates and infection rates of the Green level for the two weeks after being classified as Green, it becomes classified "Turquoise", lifting COVID-19 restrictions significantly;

WHEREAS, Santa Fe County recently became classified as "Green", then "Turquoise";

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs in the County may operate with 33% indoor capacity, and recreation centers and large event centers in the County may operate at 50% capacity;

WHEREAS, if Santa Fe's positivity or infection rates fall below the Green level, the County will fall two levels, to the "Yellow" category, with significantly restricted gatherings and business operations;

WHEREAS, while reopening steps are positive for the County's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, three COVID-19 vaccines have now been authorized for experimental use in the United States and more than 1 million doses have been administered in New Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for all three of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue through at least April and May;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases, while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VII expired at noon today, March 29, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and

certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions, except that, inside City-owned buildings, gatherings for events shall be limited to 150 while Santa Fe County is classified as "Turquoise", shall decrease to 10 if the County's classification becomes Yellow, and return to 20 if the County's classification subsequently returns to Green. The City's Convention Center may increase its occupancy to the State's event center occupancy levels beginning May 6, if the County's classification remains Turquoise or the equivalent;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities gradually and in a safety-conscious manner, and as City employees have the opportunity to get vaccinated, as long as local infection rates continue to remain in the Green levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during their scheduled work days, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a COVID-19 vaccine and the associated booster shot, if applicable, shall be exempt from testing requirements beginning the month when two weeks have lapsed after receipt of their booster shot or two weeks after the vaccine administration, if there is not a booster shot for the vaccine;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or

difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?
ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?
iii. Have you been tested for COVID-19 and are waiting to receive test results?
v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will

continue to accrue and be owed;

j. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

j. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

k. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

l. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. Avoid contact with people who are sick;
b. Practice "social distancing", by maintain six (6) feet between yourself and others;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
d. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
g. Avoid handshaking;
h. Avoid touching your face, nose, and eyes;
i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
j. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;

j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 29 **day of** March**, 2021 at the hour of** 4 **o'clock** P **.M. (MDT).**

_____

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Mar 29, 2021 16:33 MDT)

_____

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT I

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY IX- COVID-19
May 24, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); and March 29, 2021 (Proclamation VIII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 43 of them, beginning on March 13, 2020 ,with the most recent issued on May 14, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,379 cases in Santa Fe County as of May 21, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 146 Santa Fe County residents have died from COVID-19 infections as of May 21, 2021;

WHEREAS, Santa Fe County, and all other Counties but one, are classified as "Turquoise" under the State's updated public health order that classifies counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, vaccination rates, and the continuity of those rates, demonstrating decreased positivity rates and infection rates, and increased vaccination rates, allowing fewer restrictions on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs may operate with 33% indoor capacity, and recreation centers and large event centers may operate at 50% capacity;

WHEREAS, the State Public Health Order issued on April 28th, 2021, provides that counties classified as Turquoise will be Turquoise for at least two, two-week periods in a row, making Turquoise a "sticky" classification;

WHEREAS, Santa Fe's infection rate of 2.88% and vaccination rate of 60.6% are well within the ranges required for the State's Turquoise classification, 7.5% and 45% (to be increased by 5% every other week), respectively;

WHEREAS, Santa Fe's positivity rate of 8.8/100,000, however, is relatively close to the State's Turquoise criteria of 10/100, 0000;

WHEREAS, numerous counties risk reclassification into a more restrictive category on June 2, 2021, based on their rates being outside the State's required Turquoise levels on May 17, 2021;;

WHEREAS, since early April, most schools and children's programs have returned to in-person classes and programming;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 1,881,000 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New

Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second dose, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, the vaccines are now readily available to persons ages 12 or older, but demand has decreased significantly over the last few weeks due to vaccine hesitancy;

WHEREAS, the Centers for Disease Control (CDC) recently updated its facial covering guidance for outdoor activities for all persons and for indoor activities for vaccinated persons, no longer recommending that facial coverings be used in most outdoor settings and no longer recommending that vaccinated persons wear facial coverings in most indoor settings, recognizing the efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, Proclamation VIII expired at noon today, May 24, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to

persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions; City facilities shall accommodate public use up to the State's permitted occupancies to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs);

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to remain in the Turquoise levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following applicable CSPs and requirements and wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to

not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. City employees who are not vaccinated are encouraged, but not required, to get tested on a regular basis;

d. When inside the publically accessible areas of City facilities, and when engaging in direct, in-person services to members of the public outdoors, employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, while charges will continue to accrue and be owed;

l. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

m. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age,

i. persons in Santa Fe must wear a facial covering in health care settings, including but not limited to hospitals, long-term care

facilities, and doctors' offices; public transit; homeless shelters, and as required by federal and state, laws, rules, and regulations;

ii. local businesses and employers may require facial coverings for clients, employees, and customers; and

iii. unvaccinated persons must wear facial coverings in indoor public settings and when attending outdoor ticketed public events, such as concerts and sporting events.

These requirements apply except when persons are eating or drinking. As used here, "public setting" means places that are open to the public;

n. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

o. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
b. Seek relief funds for overdue rent and utilities payments. Available sources include the following:

i. For rent and/or mortgage assistance, from the following sources:
    1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
    2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

c. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
d. Avoid contact with people who are sick;
e. Practice "social distancing", by maintain six (6) feet between yourself and others;
f. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
g. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
h. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
i. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
j. Avoid handshaking;
k. Avoid touching your face, nose, and eyes;
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell

phones, and other electronic devices); and

m. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;
j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors who have symptoms or know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 24 day of May, 2021 at the hour of 5 o'clock P.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

11. DISCUSSION/ACTION ITEMS

d. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)

A Resolution Extending the State of Emergency as Proclaimed by the Mayor on May 24, 2021 by Forty-Seven (47) Days, Expiring at Noon on July 12, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

COMMITTEE REVIEW:

Governing Body: 05/26/2021

Name: Stefanie Beninato
Comment - 05/26/2021 01:07 PM: (No Vote)
NO. Open the city up just like you want businesses to reopen

MIDTOWN

Progress Report

Date: 26MAY2021
To: Rich Brown, Director of Community & Economic Development
Governing Body
Cc: Midtown Steering Committee
From: Daniel Hernandez, Proyecto, Redevelopment Project Manager
Subject: **MIDTOWN MOVING FORWARD**

Action Plan Updates *(From Memo to Governing Body, from Rich Brown, Director of Community & Economic Development, dated March 26, 2021)*

1. **Cancel the RFEI Solicitation/ City as Master Developer**

   APRIL RECAP: Current and future Progress Reports will provide updates on the Action Plan identified in the Memo. In addition, the City sponsored website: www.MidtownDistricitSantaFe.com will be updated to serve as a complementary resource for the public to understand the 9 Action Items that the City is undertaking over the next 16-18 months as part of Midtown Moving Forward.

   NOTE: The term "City as Master Developer" is being used to define early planning and development work that the City will undertake. However, to be clear, the City is ONLY undertaking tasks that are called "horizontal development" (land and infrastructure) for the purpose of preparing the site for "vertical development" (the buildings). Vertical developers – parcel developers and potentially future master developers will be procured with a focus on sound capacity and local experience. Horizontal development activities are focused on increasing the value of the land for future development. Preparing the land for development typically includes the following activities: land use zoning; infrastructure planning, financing, and implementation; development planning and phasing; existing building assessments and investment evaluation; and, site preparation.

   As such, the Action Plan outlined in the Memo aligns with these standard horizontal development tasks. The City's approach for the redevelopment of the Midtown Site is to ensure that development occurs incrementally in phases.

2. Site Rezoning (Development Framework Plan)

APRIL RECAP: Office of Economic Development is proceeding in the hiring process for a Midtown Site Administrator to manage and implement the zoning and master planning process.

Below is a summary of consultant fees for undertaking the land use, development, and infrastructure planning for horizontal development identified in the Action Plan through FY23.

FIRM NAME	CONSULTANT CATEGORY	FEE ESTIMATE
Strategic Economics	Public and Infrastructure Finance/ Land Economics	$435,000
Includes Opticos	Urban Planning/ Land Use and Infrastructure Planning Funds for Workshop logistics, printing, communications, multi-lingual	$Included above $included above
UNM Design & Planning Assistance Center (DPAC)	Public engagement management; and, stipends program management granted to community organizations	$55,000 (Public Engagement) $50,000 (Community Organizations Stipends)
TBD (discussions underway with an existing full service firm contractor)	Building Assessments – Mechanical, Electrical, Plumbing, Structural, Code Infrastructure Assessment and Local Advisor to Planning Team Environmental Assessment and Remediation	$250,000
SUBTOTAL	**ZONING AND MASTER PLAN**	**$790,000**
TBD in collaboration with Office of Arts and Culture	Arts and Fixtures, Furniture, Equipment Assets (FF&E) – categorizing, storing/packing, disposition management	$100,000 (start-up prior to disposition)
SUBTOTAL	**ARTS AND FF&E ASSETS**	**$100,000**
Proyecto	Redevelopment Manager	$108,000 18 month period
Public Works Property Mgmt Staff	Initial Building System and Code Improvements	Internal Staff
City Office of Economic Development - Staff	Zoning and Master Planning Application administration	Internal Staff
SUBTOTAL	**PROJECT ADMINISTRATION**	**$108,000**
	TOTAL	**$1,263,000**

3. **Plan for Infrastructure**

PREVIOUS MONTHS RECAP: This work will include items such as: clearing grounds, mitigating site conditions, planning phased development of main utility lines (electric, water, sewer, gas, data fiber) and primary road(s). These are the issues that we identified over the last year as needing to be addressed to add value to the site and make ready for overall development.

The infrastructure tasks outlined in the Memo will occur during the early phases of the land use and development planning process, and will continue to align with the process to ensure that the infrastructure capacity is in alignment with the site development plans. The planning consultant team is outlining the intersection of infrastructure analysis with the planning process.

Pursuant to Memo: Infrastructure team and costs due by June 30. *Note: may be delayed depending on pending contract discussions regarding scope, schedule, budget.*

4. **Reuse Existing Buildings for Community Purposes**

APRIL RECAP: The City is receiving inquiries from various local organizations expressing interest in submitting proposals for reusing buildings. Initial buildings with potential reuse in an early development phase (occupancy dependent on zoning and master plan approvals) include:

- Fogelson Library Complex – community learning and innovation center with public library
- Visual Arts Center – community arts organization hub
- Garson Performance Theater – theater with public programming

Staff from the Office of Public Works presented at the City Council public meeting on May 10 a summary of an initial assessment and approach to the existing buildings portfolio. Buildings were listed in the following categories. The presentation made to the City Council was updated on May 14 and posted on the City sponsor website: www.MidtownDistrictSantaFe.com .

- Demolition/ No Reuse Potential (5 buildings = 13% of the buildings)
- Short Term Use/ Demolition – 1-2 years (3 buildings = 8% of the buildings)
- Temporary Use/ Further Assessment – 1-5 years (14 buildings = 37% of the buildings)
- Permanent Rehab & Reuse (16 buildings = 42% of the buildings)
- TOTAL 38 buildings

Pursuant to Memo: Strategies for obtaining and evaluating qualified proposals for the reuse of existing buildings is due June 30. *Note: may be delayed depending on pending contract discussions regarding scope, schedule, budget*
.

5. **Prepare Site and Buildings for Reuse and Redevelopment**

   APRIL RECAP: City staff to develop an initial assessment of buildings to determine substandard buildings to be demolished, as well as buildings with interim leases and potential for permanent adaptive reuse

   Pursuant to Memo: Contracts and scopes of work for assessment, demolition, and remediation are due July 30. Staff is working to align this scope with the contract work in #4 above.

6. **Garson Studies Complex**

   RECAP: City to proceed with a full corps effort to promote and identify highly qualified entity for developing and operating a premiere film and multi-media production complex with a state of the art film school.

   Office of Economic Development will provide updates commencing in June to meet August 30 regarding studio development and leasing, and agreements with educational institution.

7. **Identify Parcels for Mixed-Income and Affordable Housing Development**

   RECAP. As part of land use and development framework planning process, the City will identify parcels for affordable housing development.

   Parcels for affordable housing will be prioritized for early disposition and development projects.

   Pursuant to Memo: Proposed sites will be presented as part of the early synthesis of the development planning and public engagement process due by August 30.

8. **Access and Establish a Public Financing Mechanism**

   APRIL RECAP. City staff, with the economics team, Strategic Economics, has commenced preliminary research for pursuing structures to support the type of mixed-use, phased development proposed for Midtown, and alogn that process with the land use planning process. Current research indicates that pursuing a Metropolitan Redevelopment Area that includes Midtown will help facilitate development the Midtown Site, the LINC area, and adjacent areas.

Pursuant to Memo: Finance team will present findings by July 30.

9. Public Engagement for Development Planning

RECAP: City to proceed with planning efforts pursuant to previous Governing Body Resolution (2018-54) to ensure public engagement in land use and development planning efforts for Midtown. In that Resolution, three planning stages were identified:

- *Concept Stage*: completed in August 2018 culminating in the "Planning Guidelines for the Midtown Property" approved by the Governing Body.
- *Planning Stage*: currently underway with the Action Plan items listed in the Memo, which will culminate in an appropriately scaled land development plan and financial model that can be successfully executed".
- *Implementation Stage*: early development projects and development phases will be identified as part of the land use and development planning process.

The UNM Design & Planning Assistance Center and Opticos are presently developing a coordinated schedule with more clearly defined outcomes/ deliverables. Public Engagement activities are planned for commencing in May and June 2021.

This work will continue through June as the planning teams prepare for July workshops. Pursuant to Memo: Because the City's commitment to the public engagement process, the public engagement and planning team will provide regular updates each month during the planning process.

MIDTOWN SANTA FE



Governing Body – Progress Report

MAY 26, 2021

ACTION PLAN – 9 Actions

1. City As Master Developer (Cancel RFEI Solicitation)
2. Rezone Site (Development Framework Plan)
3. Plan for Infrastructure
4. Reuse Existing Buildings for Community Purposes
5. Prepare Site and Buildings for Reuse and Redevelopment
6. Promote Garson Studies Complex
7. Identify Parcels for Mixed-Income and Affordable Housing Development
8. Access and Establish a Public Funding Mechanism
9. Engage the Public for Development Planning

(From Memo to Governing Body, from Rich Brown, Director of Community & Economic Development, dated March 26, 2021)

ACTION PLAN – Current Status

#2 Rezone Site (Development Framework Plan)

Costs (*estimates for 16-18 month period*)

- Zoning and Master Planning: $790,000
  - Includes consultant fees for land use planning, public finance and real estate economics, and public engagement

- Midtown Site Development Administrator: Internal Staff
- Redevelopment Project Manager: $108,000

- Art Assets and Furniture, Fixtures & Equipment (FF&E): $100,000
  - Full presentation of Arts Assets & FFE scheduled for June 9th

ACTION PLAN – Current Status

#4 Reuse Existing Buildings for Community Purposes

- Presentation clarified with additional slides updating the May 12 Existing Buildings presentation

- Presentation has been posted on the City sponsored website: www.MidtownDistrictSantaFe.com

Buildings to be Preserved (Action #4)

Civic Value - Opportunities for Public Purposes

- Visual Arts Center
- Fogelson Library Complex
- Garson Performance Theater

Opportunities for Economic Development Purposes

- Garson Studios
- Benildus Hall
- Administration Building

Further Assessment / Temporary Reuse (Action #4)

Opportunities for arts or economic development purposes

- Barracks (as art studios)
- Driscoll Fitness Center (Garson Studios development area)

Opportunities for civic facility or economic development purposes

- Alexis Hall
- Kennedy Hall
- La Salle Hall
- Mouton Hall
- St Michaels Hall & Cafeteria

To be Determined – potential site for increased connectivity

- Student Housing (Apartments A, B, C, D)

ACTION PLAN – Current Status

#9 Public Engagement for Development Planning

- Opticos and UNM Design & Planning Assistance Center (DPAC) coordinating schedule for workshops in July

- For DPAC, the City's consultant partner for public engagement, visit the community organization based website: **https://www.cultureconnects.site/**

City Council Presentations and Reports

- May 12: *Presentation:* Existing Buildings
- May 26: *Report*: Strategic Tactics Teams

- Jun 09: *Presentation:* Furniture, Fixtures, Equipment Assets (FFE)
- Jun 30: *Report*: Strategic Tactics Teams

- Jul 14: *Presentation:* Public Engagement
- Jul 28: *Report*: Strategic Tactics Teams

MIDTOWN SANTA FE

For Midtown Reports Presentations and General Information:

www.MidtownDistrictSantaFe.com

For community stories and aspirations for Midtown:

https://www.cultureconnects.site/

GOVERNING BODY MEETING OF
May 26, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Roman "Tiger" Abeyta		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Jamie Cassutt		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
	A RESOLUTION NOTIFYING THE COUNTY CLERK OF THE COUNTY OF SANTA FE THAT THE REGULAR LOCAL ELECTION TO BE HELD ON NOVEMBER 2, 2021, SHALL INCLUDE ELECTIONS FOR ONE CITY COUNCILOR FROM EACH COUNCIL DISTRICT AND THE MAYOR FOR THE CITY OF SANTA FE.	Finance Committee – 6/1/21 Quality of Life Committee – 6/2/21 Governing Body – 6/9/21
Councilor Michael J. Garcia		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Signe I. Lindell		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Chris Rivera		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
	A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS BETWEEN JUNE 10, 2021 AND JULY 10, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.	Quality of Life Committee – 6/2/21 Governing Body – 6/9/21
	A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS BETWEEN JULY 11, 2021 AND AUGUST 10, 2021; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.	Quality of Life Committee – 6/2/21 Governing Body – 6/9/21
Councilor Carol Romero-Wirth		

This document is subject to change.

Co-Sponsors	Title*	Tentative Committee Schedule*
Councilor JoAnne Vigil Coppler		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Renee Villarreal		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

* Subject to change

Introduced legislation will be posted on the City Attorney's website, under legislative services. If you would like to review the legislation prior to that time or you would like to be a co-sponsor, please contact Jesse Guillen, 505-955-6518, jbguillen@santafenm.gov or Jeff Norris, 505-955-6692, jtnorris@santafenm.gov.

18. PETITIONS FROM THE FLOOR

Name: Stefanie Beninato
Comment - 05/26/2021 01:07 PM: (No Vote)
Why are some homeowners being cited for poor sidewalks but not others? There are sidewalks on Don Cubero that are falling apart *(between don Fernando and cam de los marquez) In the 700- 800 block of Galisteo==falling apart sidewalks SFE brewing co 500 Galisteo. Commercial complex diagonally across from Hotel SFe on Cerrillos side—all need new walks and the ones on Sena near Galisteo need to be replaced.

City of Santa Fe New Mexico
Memorandum

Date: May 23, 2021

To: Governing Body

From: Regina Wheeler, Public Works Department Director

RE: Recommended Community Guided Lighting Design

ITEM AND ACTION:
Approval of a Lighting Design for the Conversion of Streetlights in the City to LEDs to be incorporated into the City's Global Management Performance Contract with Dalkia Energy Solutions, LLC, Contract #3202498, and the Streetlight Conversion Contract with the Public Service Company of New Mexico (PNM), Contract #3202499, as Applicable to Each Contract. (Regina Wheeler, PW Director, rawheeler@santafenm.gov)

BACKGROUND:
On February 24, 2021, the Governing Body approved a renewable energy and energy efficiency package that included a $17,200,000 municipal bond and two guaranteed energy savings performance contracts to design, procure, coordinate with utility and construct solar, indoor LED lighting retrofits, water conservation measures and conversion of streetlights to LEDs. Using the guaranteed energy savings of the combined project, the City was able to secure financing for these concrete actions toward achieving the goal of carbon neutrality by 2040. The first energy savings payment is due on this loan in December 2021.

Guaranteed energy savings contracts are recommended by the State of New Mexico as a mechanism for municipalities to fund and implement sustainability projects. In consultation with the City's Bond Counsel, this project followed specific state statutory requirements for this type of project. With the unique funding, the City will be able to implement recommendations of the 25 Year Sustainability Plan to achieve carbon neutrality by 2040, stimulate recovery from the Pandemic, create local jobs, and preserve GRT bonding capacity.

The two contractors providing the guaranteed energy savings performance contract services, whose contracts are part of the energy performance package, are Yearout Energy and Dalkia Energy Solutions. Yearout was procured via the state price agreement wherein the New Mexico General Services Administration conducted an RFP and entered into contracts with approximately 5 energy services contractors. Yearout was selected based on its qualifications for design build of renewable energy systems and their local presence.

In 2015, the City of Albuquerque conducted an RFP to select a contractor to design, procure, coordinate with utility, construct and maintain the City's streetlights. Dalkia was selected through that competitive procurement based on evaluation factors of experience and past performance on projects, approach

and plans to meet the requirements of the RFP, project schedule and ability to successfully complete the project within that schedule, and cost. The City of Albuquerque successfully completed their streetlight conversion with Dalkia as a contractor and is in the maintenance and customization phase. The City of Santa Fe can procure using existing contracts, procured by other governments in New Mexico. The alignment of scope of the procurement and contracts developed in Albuquerque with the City of Santa Fe's streetlight infrastructure needs, as well as knowing Albuquerque's recent experience with Dalkia, made procurement through an existing contract a great benefit to the City. Also, the experience that the Dalkia team gained collaborating with PNM on the City of Albuquerque's project has already been a benefit to the City of Santa Fe.

The City and Dalkia's contract included an initial lighting design, shown in the table below, that was designed to meet specifications in the CABQ RFP, City of Santa Fe Outdoor Lighting Ordinance (No. 2011-37 § 10), NMDOT Standard Specifications for Highway and Bridge Construction Section 716: Luminaires 2019 Edition, ANSI/IESNA RP-8 road lighting standard, and PRC Rate 20 Revision 16. PNM owns 2069 of the 5556 street lights in the City as shown on the map in Attachment 7. The City has entered into a contract with PNM to convert PNM owned streetlights to LEDs at the same time that the City lights are converted.

Initial Lighting Design

Roadway Type	Number of Fixtures	Percentage of Total	CCT	Input Wattage	Nominal Lumen Output	IES TM-15 Backlight, Uplight, and Glare Rating		
						Back light	Up light	Glare
Residential	3,137	58%	3000K	28	3,603	1	0	1
Local/Collector	1,578	29%	3000K	118	14,637	2	0	3
Major	697	13%	4000K	190	20,190	3	0	3

Energy Savings (kWh annually)	Estimated Lumen Output City-wide	Average Color Temperature City-wide (Kelvin)
3,296,229	49,430,602	3100 K

At and before the February 24th discussion of the Dalkia contract, the Governing Body received many public comments concerned about the color of the lights proposed for use and the impact of the color on the City of Santa Fe's dark skies and human and wildlife health. In response, Governing Body proposed an amendment to the Dalkia contract, which Dalkia accepted, to extend the timeline for implementation of the project in order to conduct a Community Guided Lighting Design process and return to Governing Body for approval of an updated lighting design. On April 14, 2021, PNM provided the governing body a letter of commitment to implement the Community Guided Lighting Design to the best of its ability, given the constraints of being a public utility regulated by the PRC.

Since that time, City staff, Dalkia, and PNM (project team) have engaged in a robust community engagement process gathering input and providing information via email, the project website, phone, working group meetings, and physical demonstrations of streetlight fixtures. The project team has

reviewed the input from the website, emails, and phone calls and that data is included in Attachment 3. Details of the public engagement activities and graphics of summarizing the feedback are included in the presentation (Attachment 2).

The Community Guided Lighting Design process sought to understand the community priorities in a streetlight design and gather input to lighting design preferences. Reducing light pollution, preserving dark skies, protecting wildlife and human health, conserving energy to reach carbon neutrality and promoting safety and security were the top stated priorities of the working group, emails and webforms. The community engagement indicated that the lowest possible color temperature that could achieve requirements for road lighting, energy savings, lumen reduction, and warranty should be used.

Dalkia's engineers and lighting designers analyzed equipment options at lower color temperatures and found 3000 kelvin lights that performed comparable to the 4000 kelvin lights in the original design and 2700 kelvin lights that performed comparable to the originally included 3000 kelvin lights. PNM then fast-tracked the process to have a 2700 kelvin fixture evaluated by standards, rates, and regulatory groups; add it to the company's Appendix A to Rate 20; and gained approval to install the newly listed equipment for the City of Santa Fe. The list of equipment that met project goals and requirements, including IDA guidance for a Dark Sky Community, is described in Attachment 4.

Demonstration fixtures were installed at four locations across the City featuring the fixtures from the list for residential, local, and major roadways. The project team met with the public at two of the demonstration sites at staffed events on opening night. One of the most common pieces of feedback was that the new lights had glare and seemed harsh when looking up at them. Other feedback ranged from people glad that new lights had full cutoff shielding to protect dark sky, to observations that the road and sidewalk were well lit; others thought that less light would be better.

Directly in response to community feedback, Dalkia's engineers researched equipment that could reduce glare and harshness and found a visual comfort lens option to reduce glare with additional side shielding to eliminate uplighting. The lens and side shield result in a more pleasant experience from reduced glare, while meeting dark-sky preservation requirement that no light emit above horizontal.

The recommended design is shown in the table below and in the Design Specifications Document in Attachment 7, which is what Governing Body is asked to approve tonight. The recommended design incorporates the lowest lumen output and lowest color temperature that can meet the goals and requirements of the project. According to photometric analysis, lights with higher lumens, and/or without lenses, would greatly reduce the dark zones on roads and sidewalks in the City. By contrast, the proposed lighting design improves road lighting by focusing light on the roadway, while also meeting community feedback and International Dark Sky's Five Principles for Outdoor Lighting.

Once the design is approved by the Governing Body, amendments to the contract and financing documents will be prepared, and brought to Governing Body for approval. Preliminary equipment and installation costs and energy savings analysis of community guided recommended design by Dalkia indicate that the costs and savings in the contract will not change significantly. PNM has presented a cost estimate of $48,860.00 to add the comfort lenses and side shields to the project equipment.

Recommended Community Guided Lighting Design

Roadway Type	% Total Fixtures	Color Temp.	Input Wattage	Visual Comfort Lens	Nominal Lumen Output +/- 10%	IES TM-15 Backlight, Uplight, and Glare Rating		
						Back light	Up light	Glare
Residential	58%	2700K	28-45	Yes	4,000	1	0	1
Local/ Collector	29%	3000K	90-100	Yes	8,900	2	0	2
Major/ Arterial	13%	3000K	190-200	No	20,000	3	0	3

Estimated Energy Savings (kWh annually)	Estimated Lumen Output City-wide	Average Color Temperature City-wide (Kelvin)
3,200,000	40,000,000	2,800K

Dimming strategies can be used as part of the lighting design to further enhance dark skies and reduce total lumen output and energy use. Smart controls providing dimming capability on City owned lights are included in the Dalkia contract scope and price so dimming strategies can be implemented on 63% of the City lights. PNM has not included smart controls on a municipal LED retrofit but has gained approval to offer this equipment to the City of Santa Fe.

The project improves reliability and customer service; reduces energy consumption by over 60%; reduces the overall lumen budget of the streetlights by over 50%; preserves the night sky and character of Santa Fe through zero-uplight fixtures, lowest achievable color temperatures, visual comfort lenses and side shields; and fits the city's street lighting infrastructure with smart control technology to allow for further control of lighting levels on city owned lights. The smart control technology, coupled with a dedicated maintenance contractor, brings the city a guaranteed monthly outage rate of 2% or less, routine repairs completed in 5 days or less, and monthly lighting performance and energy usage reports.

Attachments

1. Presentation
2. Community Feedback
3. Community Guided Design Equipment List (prior to comfort lens)
4. Comfort Lens Fixture Brochure
5. City Roadway Classification Map
6. Design Specification
7. Map of PNM and City Owned Lights
8. City of Albuquerque RFP


dalkia
EDF GROUP
La Villa Real de la Santa Fé de San Francisco de Asís
1610
1821
1846
PNM®
The Santa Fe LED
Conversion Project

Goals of the Community Guided Design



Community Engagement Activities

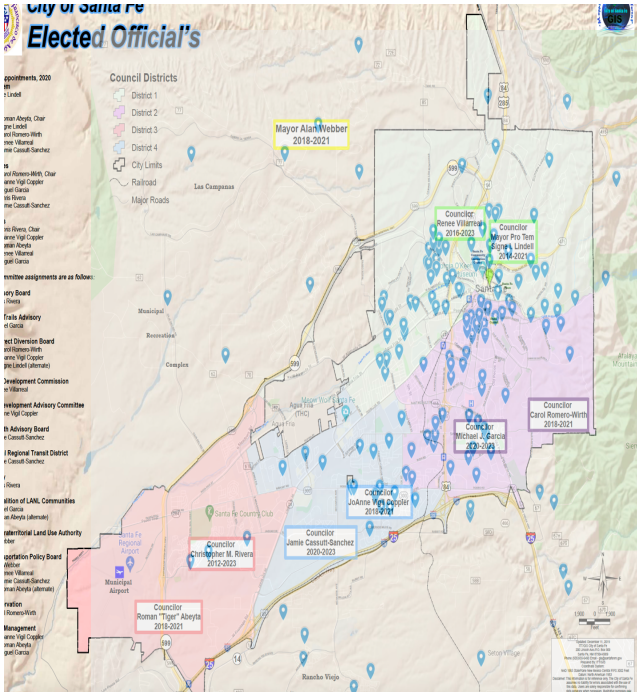
Feb. 24 – Public Hearing at Governing Body meeting

- **Email**
  - Feedback logged
  - Email list
  - Four newsletters distributed
- **Demos**
  - Four sites launched April 23
  - Two sites updated May 16
  - Available through May 24
- **Website**
  - Education
  - FAQs, updates
  - 200+ feedback form responses
- **Committee Presentations**
  - Mayor's Committee on Disability
  - Public Safety Committee
  - Bicycle and Pedestrian Advisory Committee
- **Working Group**
  - Weeks of interviews
  - Meeting #1
  - Meeting #2
- **External**
  - Met with IDA's John Barentine March 31
  - IDA Exec. Director clarifies Values-Centered Lighting
  - Met with Jessie Sanders of Tucson, AZ
- **Next steps**
  - Community feedback publicly available
  - Governing Body to review feedback and design options
  - IDA Presentation for Governing Body May 26
  - Governing Body to vote on final design plan

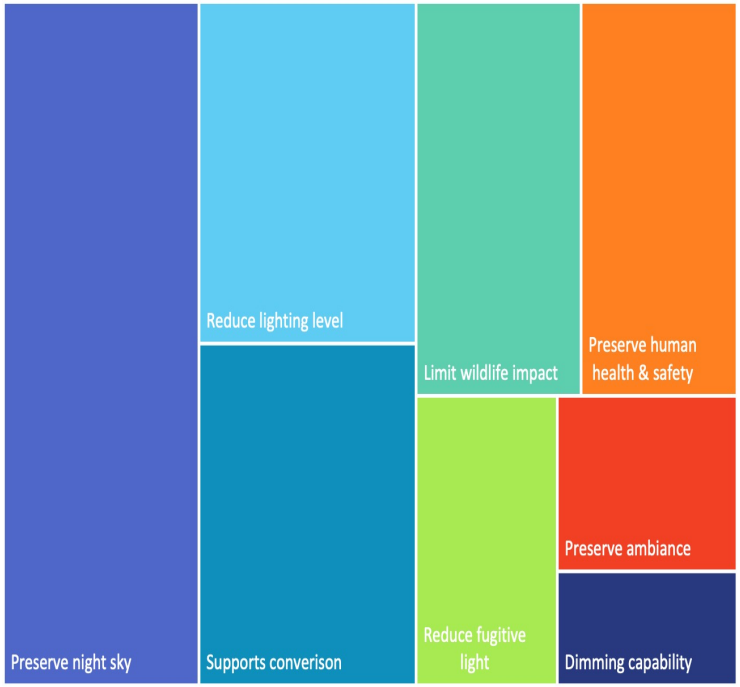
May 26 - Governing Body meeting

Community Engagement Feedback

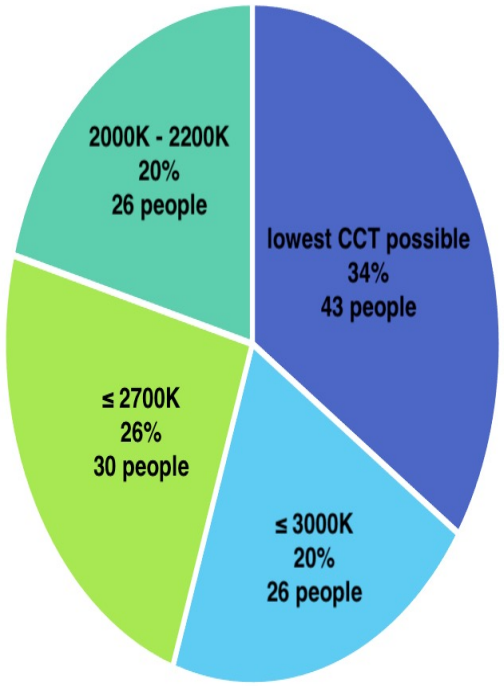
Website Feedback Collection (As of May 20)
212 responses, majority from D1 and D2



270 priority "mentions"



125 mentions of color temperature:



Working Group:
Meeting #1 priority discussion

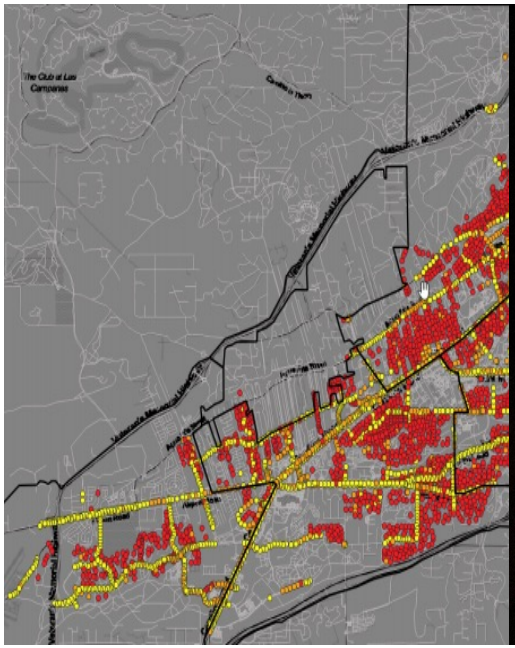
1. Conserve energy
2. Promote safety and security
3. Protect wildlife
4. Improve the night sky
5. Reduce fugitive light

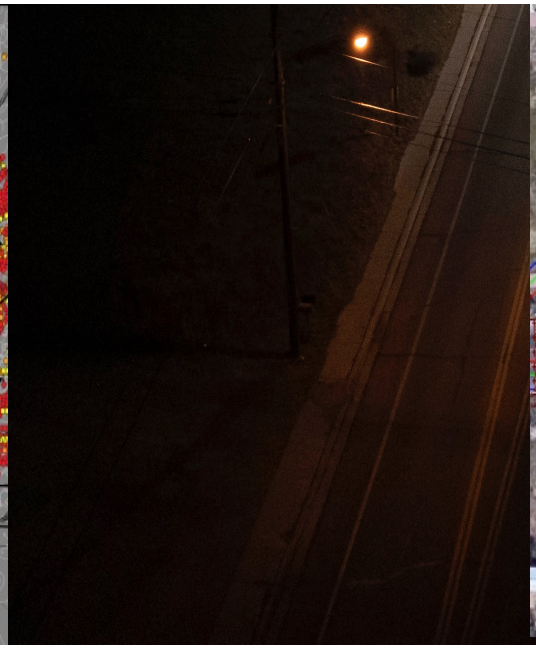
Meeting #2 community feedback and design review

Members provided diverse perspectives and opinions
Available for streaming on the City's YouTube
Members invited to attend Governing Body meeting

Engineering Design – Baseline Analysis

Data collection, field survey, photometric analysis, GIS layers cross analysis.







Roadway Type	Number of Streetlights	Percentage of Total
Residential (“Section A”)	1,316 City + 1,821 PNM = **3,137**	58%
Local (“Section B”)	1,404 City + 174 PNM = **1,578**	29%
Major (“Section C”)	635 (~250 NMDOT) + 62 PNM (~20 NMDOT) = **697**	13% (<5% NMDOT)

Engineering Design – Standards, Regulations

City Ordinance, Section 14-8.9

"Regulate outdoor lighting in order to reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security and ensure aesthetically appropriate outdoor lighting in keeping with the character of Santa Fe".







Engineering Design – Product Selection, Demo and Photometry



Avg	Max	Min	Max/Min	Avg/Min
1.2 fc	4.5 fc	0.2 fc	22.5:1	6.0:1





ATBS
100-250 Watt
HID Equivalent



Avg	Max	Min	Max/Min	Avg/Min
0.8 fc	3.6 fc	0.0 fc	N/A	N/A





Engineering Design – Night Sky

IDA Five Principles for Responsible Outdoor Lighting	Smart Lighting Design	Comments
USEFUL – All light should have a clear purpose. Before installing or replacing a light, determine if light is needed. Consider how the use of light will impact the area, including wildlife and the environment. Consider using reflective paints or self-luminous markers for signs, curbs, and steps to reduce the need for permanently installed outdoor lighting.	✅	Roadway lighting and city owned outdoor lights for safety and security
TARGETED – Light should be directed only to where needed. Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed	✅	Fixtures with shields and directed light
LOW LIGHT LEVELS – Light should be no brighter than necessary. Use the lowest light level required. Be mindful of surface conditions as some surfaces may reflect more light into the night sky than intended	✅	Lighting at IES RP8-18 recommended levels
CONTROLLED – Light should be used only when it is useful. Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed.	✅	Smart controls with dimming capabilities
COLOR – Use warmer color lights where possible. Limit the amount of shorter wavelength (blue-violet) light to the least amount needed. Light where you need it, when you need it, in the amount needed, and no more.	✅	60% 2,700K 40% 3,000K
2018 International Dark Sky Community Guidelines	**Smart Lighting Design**	**Comments**
Always choose fully shielded fixtures that emit no light upward.	✅	100% fully shielded fixtures specified by IP66
Use "warm-white" or filtered LEDs(CCT ≤ 3000 K; S/P ratio ≤ 1.2) to minimize blue light emission	✅	60% 2700K, 40% 3000K
Look for products that are capable of accepting 7-pin controls that can enable to use of dimmers, timers, motion sensors, and networking	✅	7pin + smart controls
Consider dimming or turning off lights during overnight hours	✅	Dimming capabilities
Avoid the temptation to over-light because of the higher luminous efficiency of LEDs.	✅	Lighting at IES RP8-18 recommended levels
Only light the exact space and in the amount required for particular tasks.	✅	Roadway lighting, IES RP-8-18
Select fixtures that have aftermarket shields available if light trespass is an issue in some lighting situations	✅	Shields available, lens & shields on over 80% of fixtures
Give the community a chance to have a say in what they will be living with for a generation, with test installations for soliciting public input and feedback.	✅	Community guided design feedback loop

Engineering Design – Energy and O&M Savings and Payback

GLOBAL MANAGEMENT PERFORMANCE CONTRACT

In accordance with the M&V Plan, CONTRACTOR shall calculate Annual Realized Savings by taking the difference in kWh between the actual energy consumption of the System and the System Baseline for the respective Annual Period. The commitment in terms of Guaranteed Annual Savings is set forth below:

The KPI associated to the Guaranteed Annual Savings (Ke) is calculated as follow:

$$Ke = K_{sb} - K_{pb}$$

Where:

Ke = 2,234,042 kWh per Annual Period
Ksb = 3,955,572 kWh per Annual Period
Kpb= 1,721,530 kWh per Annual Period

And

$$K_{sb} - K_{sb\ metered} + K_{sb\ unmetered}$$

3. KPI Table

Category	Sub-Category	Designation	Commitment	Unit	Periodicity
Energy	Consumptions	Ke - Guaranteed Annual Savings	2,234,042	kWh	Each Annual Period
Operations & Maintenance	Operations & Maintenance	Km - Accuracy of CMMS database	97%	% of assets	Monthly
	Maintenance	Ko - Outage rate	Less than 2%	% of assets	Monthly
	Maintenance	Ka - Availability of the assets	More than 98%	% of assets	Monthly
	Operations	Ks - Self-detection	More than 75%	% of tickets	Monthly
	Operations	Kt - Emergency Response time	3 hours	Hour	Per Occurrence
	Operations	Kd_1 - Delay of Unscheduled Maintenance or Repairs- single SL*	5 business days	Business Day	Per Occurrence
	Operations	Kd_2 - Delay of Unscheduled Maintenance or Repairs - more than 3 SL* in a row	2 business days	Business Day	Per Occurrence
	Operations	Kd_3 - Delay of Unscheduled Maintenance or Repairs - Poles, Arms and Foundation	6 Weeks	Business Week	Per Occurrence
	Operations	Kq - Monthly Report	one report	Report	Monthly
	Operations	Kip - Lighting Performance	100 %	% of IES standard values	Each Annual Period
	Operations	Kw - Average Installed Wattage	99 W	W	Each Annual Period

*SL = Street Light

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

16TH REVISED RATE NO. 20
CANCELING 15TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

Fixture Wattage Range (Wattage includes all ballast or driver losses (if applicable)	Monthly kWh Usage (1), (2)	Company Owned And Maintained Option for LED Lighting-Monthly Charge Per Unit Monthly kWh Usage * ($0.0561839 per kWh + $0.1441851 per kWh)		Customer Owned and Maintained Lighting-Monthly Charge Per Unit Monthly kWh Usage * $0.0561839 per kWh
0.0 to 10.0 Watts	3.6	$ 0.71		$ 0.20
10.1 to 20.0 Watts	7.1	$ 1.42		$ 0.40
20.1 to 30.0 Watts	10.7	$ 2.14		$ 0.60
30.1 to 40.0 Watts	14.2	$ 2.85	(3)	$ 0.80
40.1 to 50.0 Watts	17.8	$ 3.56		$ 1.00
50.1 to 60.0 Watts	21.3	$ 4.27		$ 1.20
60.1 to 70.0 Watts	24.9	$ 4.99		$ 1.40
70.1 to 80.0 Watts	28.4	$ 5.70		$ 1.60
80.1 to 90.0 Watts	32.0	$ 6.41		$ 1.80
90.1 to 100.0 Watts	35.6	$ 7.12		$ 2.00
100.1 to 110.0 Watts	39.1	$ 7.84		$ 2.20
110.1 to 120.0 Watts	42.7	$ 8.55	(4)	$ 2.40
120.1 to 130.0 Watts	46.2	$ 9.26		$ 2.60
130.1 to 140.0 Watts	49.8	$ 9.97		$ 2.80
140.1 to 150.0 Watts	53.3	$ 10.68		$ 3.00
150.1 to 160.0 Watts	56.9	$ 11.40		$ 3.20
160.1 to 170.0 Watts	60.4	$ 12.11		$ 3.40
170.1 to 180.0 Watts	64.0	$ 12.82		$ 3.60
180.1 to 190.0 Watts	67.5	$ 13.53		$ 3.79
190.1 to 200.0 Watts	71.1	$ 14.25		$ 3.99
200.1 to 210.0 Watts	74.7	$ 14.96		$ 4.19
210.1 to 220.0 Watts	78.2	$ 15.67		$ 4.39
220.1 to 230.0 Watts	81.8	$ 16.38		$ 4.59
230.1 to 240.0 Watts	85.3	$ 17.10		$ 4.79
240.1 to 250.0 Watts	88.9	$ 17.81		$ 4.99

Advice Notice No. 545

EFFECTIVE

Gerard T. Ortiz
Vice President, PNM Regulatory Affairs & Economic Development
GCG#524210

Engineering Design: Options

Roadway Type	Number of Streetlights	Percentage of Total
Residential ("Section A")	1,316 City + 1,821 PNM = **3,137**	58%
Local ("Section B")	1,404 City + 174 PNM = **1,578**	29%
Major ("Section C")	635 (~250 NMDOT) + 62 PNM (~20 NMDOT) = **697**	13% (<5% NMDOT)

Status Quo	HPS, MH, MV, & 4000K/5000K LEDs
Original design presented on February 24, based on project goals, PNM & NMDOT constraints	
Design A	Residential, Local, Collector: 3,000K / Major (including NMDOT): 4,000K
Design option suggested & discussed on February 24	
Design B	Residential, Local, Collector & Major: 3,000K / NMDOT: Postponed
Additional design option evaluated from community engagement	
Design C	Residential, Local, Collector & Major: 2,200K / NMDOT: Postponed
Updated design options, based on PNM Rate 20, NMDOT conversations, and community engagement	
Design D	Residential: 2,700K / Local, Collector & Major: 3,000K / DOT: Postponed
Design E	Residential: 2,700K + lens / Local & Collector: lower wattage 3,000K + lens / Major: 3,000K / DOT: Postponed
Design E+	Same LED fixtures as Design E, + dimming strategy

	Energy Savings kWh, annually	Lumen Output City-wide	Average Color Temperature City-wide	Cost Impact for the City	Risks for the City
Status Quo	0 M	81 M	2,400 K	Double energy usage, high PNM bill cost	Outages, uplight, lighting levels
Design A	3.3 M	49 M	3,100 K	None	Covered by GMPC KPIs
Design B	3.2 M	48 M	3,000 K	None	Covered by GMPC KPIs
Design C*	2.7 M*	48 M*	2,200 K*	Cost increase for conversion and O&M	*PNM has no viable fixture option at this time, ~18-24 month PRC process if a fixture is available. Values are estimated based on a fixture option evaluated for City-owned lights. City procurement process requires 10 year warranty.
Design D	3.0 M	46 M	2,800 K	None	Covered by GMPC KPIs
Design E	3.2 M	40 M	2,800 K	City, PNM and Dalkia to finalize contract amendment.	City, PNM, and Dalkia to finalize contract amendment.

	Energy Savings kWh, annually	Lumen Output City-wide	Average Color Temperature City-wide	Cost Impact for the City	Risks for the City
Status Quo	0 M	81 M	2,400 K	N/A	N/A
Design E	3.2 M	40 M	2,800 K	City, PNM, and Dalkia to finalize contract amendment	City, PNM, and Dalkia to finalize contract amendment
Design E+ Dimming	3.5 M – 4 M	35 M – 40 M	2,800K	City, PNM, and Dalkia working on dimming rate for additional savings	City, PNM, and Dalkia to finalize contract amendment

Inclusion of smart controls technology allows for dimming to fine-tune lighting levels.

Design E+ Dimming models a dimming strategy similar to Tucson:

- All fixtures operate at 90% output
- Residential fixtures dim to 60% output after midnight

Recommended Design Achieves Community-Guided Goals



City of Santa Fe

Department of Public Works

Community-Guided Lighting Design Community Engagement Feedback

At and before the February 24 Public Hearing, the Governing Body received many public comments concerned about the color of the lights proposed for use and the impact of the color on the City of Santa Fe's dark skies and human and wildlife health. In response, Governing Body directed Dalkia to conduct a Community Guided Lighting Design process and return to Governing Body for approval of the lighting design. On April 14, PNM's street light conversion contract passed with a letter of commitment to implement the Community Guided Lighting Design to the best of their ability given constraints of being a public utility regulated by the PRC.

Since that time, City staff, Dalkia and PNM have engaged in a robust community engagement process gathering input and providing information via email, the project website, phone, working group meetings, and physical demonstrations of streetlight fixtures.

Contained within the following pages is all website feedback received through May 20, 2021. It will be updated to include through May 24, 2021, the communicated feedback collection closure date. The original date was May 10, 2021, and was extended two weeks to allow for demonstration modifications and further feedback collection.

City of Santa Fe

Department of Public Works

Community-Guided Lighting Design Community Engagement Feedback

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The Community-Guided LED Street Lighting Design website, SantaFeLED.com, contains a feedback form which collects comments, names, and addresses from respondents. Between the website launch on April 10, 2021, and May 20, 2021, the form has received 212 responses, which are summarized and displayed in the following pages.

A map of the geographic distribution of respondents within City of Santa Fe Council Districts is displayed below in Figure 1. Of the 212 collected responses, over half were received from residents of Districts 1 and 2. One quarter of the responses received came from outside city council districts, from Santa Fe County residents. The other 25% of responses came from outside Santa Fe County, District 4, and District 3 in that order.

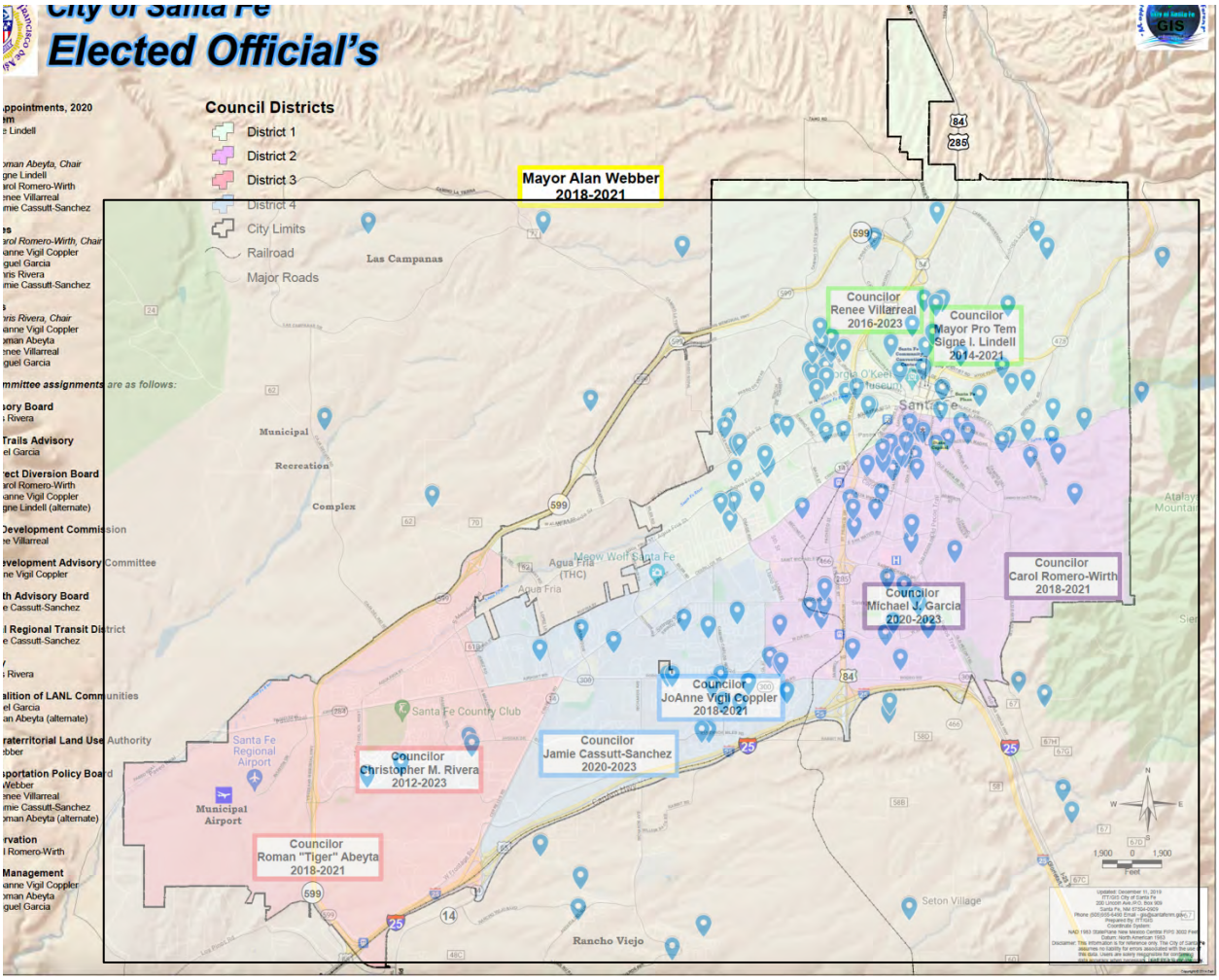

Figure 1: Map showing project website form responses overlaid with Council Districts.

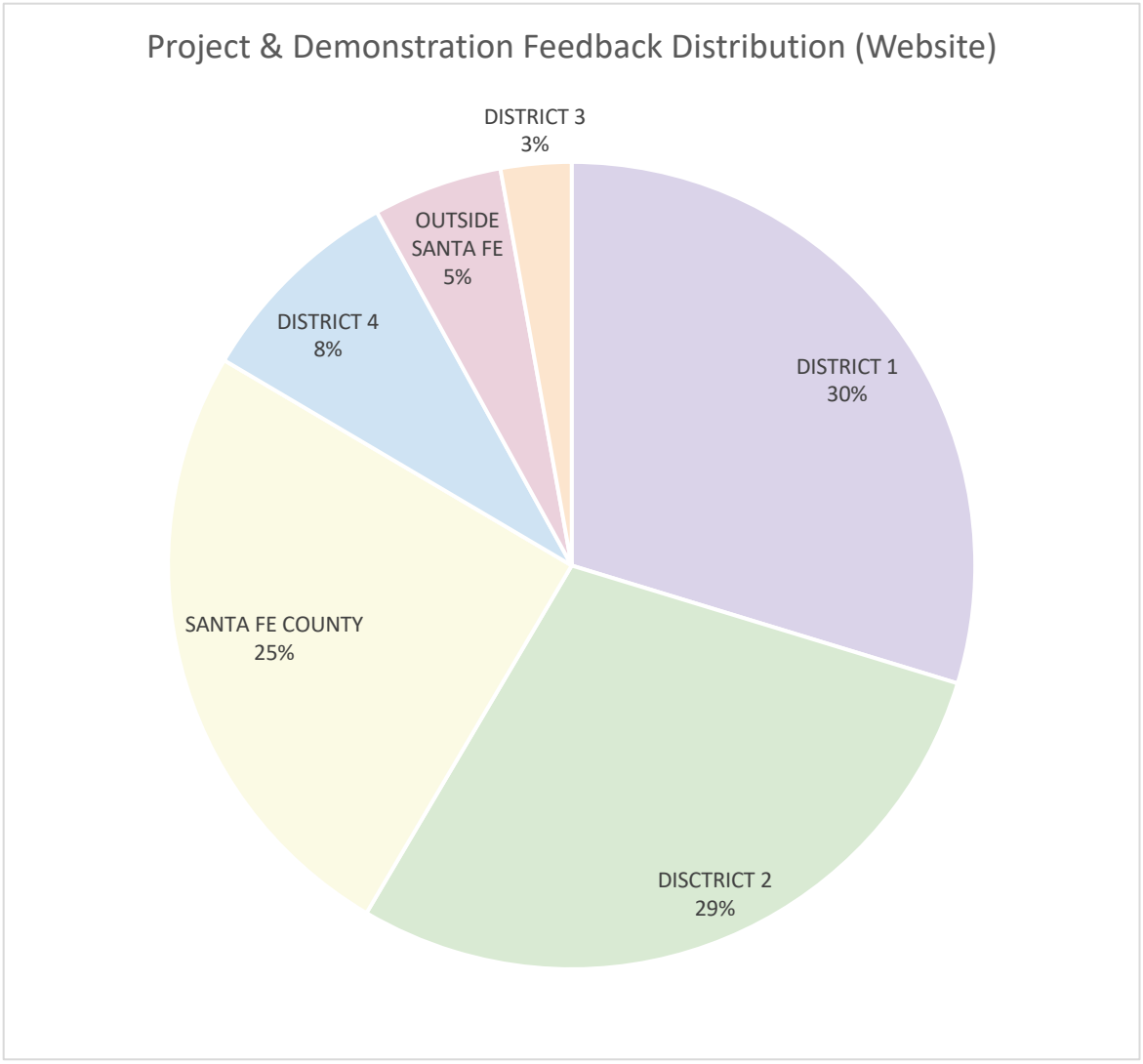

Figure 2: Geographical distribution of all project website form responses.

Table 2: Geographical distribution of all project website form responses.

LOCATION	COUNT	PERCENTAGE
DISTRICT 1	63	30%
DISTRICT 2	61	29%
DISTRICT 3	6	3%
DISTRICT 4	18	8%
SANTA FE COUNTY	53	25%
OUTSIDE SANTA FE	11	5%
TOTAL	**212**	**100%**

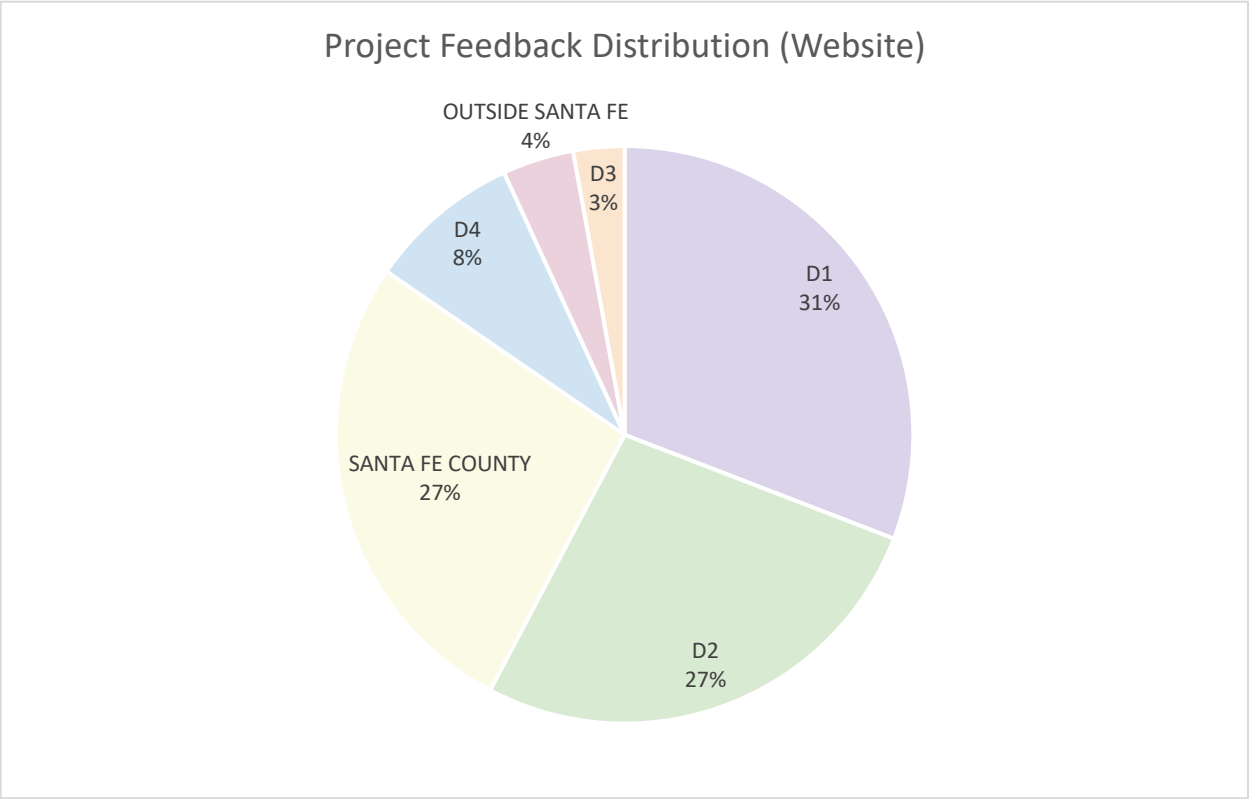

Figure 3: Geographical distribution of project website form responses, excluding demonstration-specific feedback.

Table 3: Geographical distribution of project website form responses, excluding demonstration-specific feedback.

LOCATION	COUNT	PERCENTAGE
DISTRICT 1	54	31%
DISTRICT 2	47	27%
DISTRICT 3	5	3%
DISTRICT 4	15	8%
SANTA FE COUNTY	47	27%
OUTSIDE SANTA FE	7	4%
TOTAL	**175**	**100%**

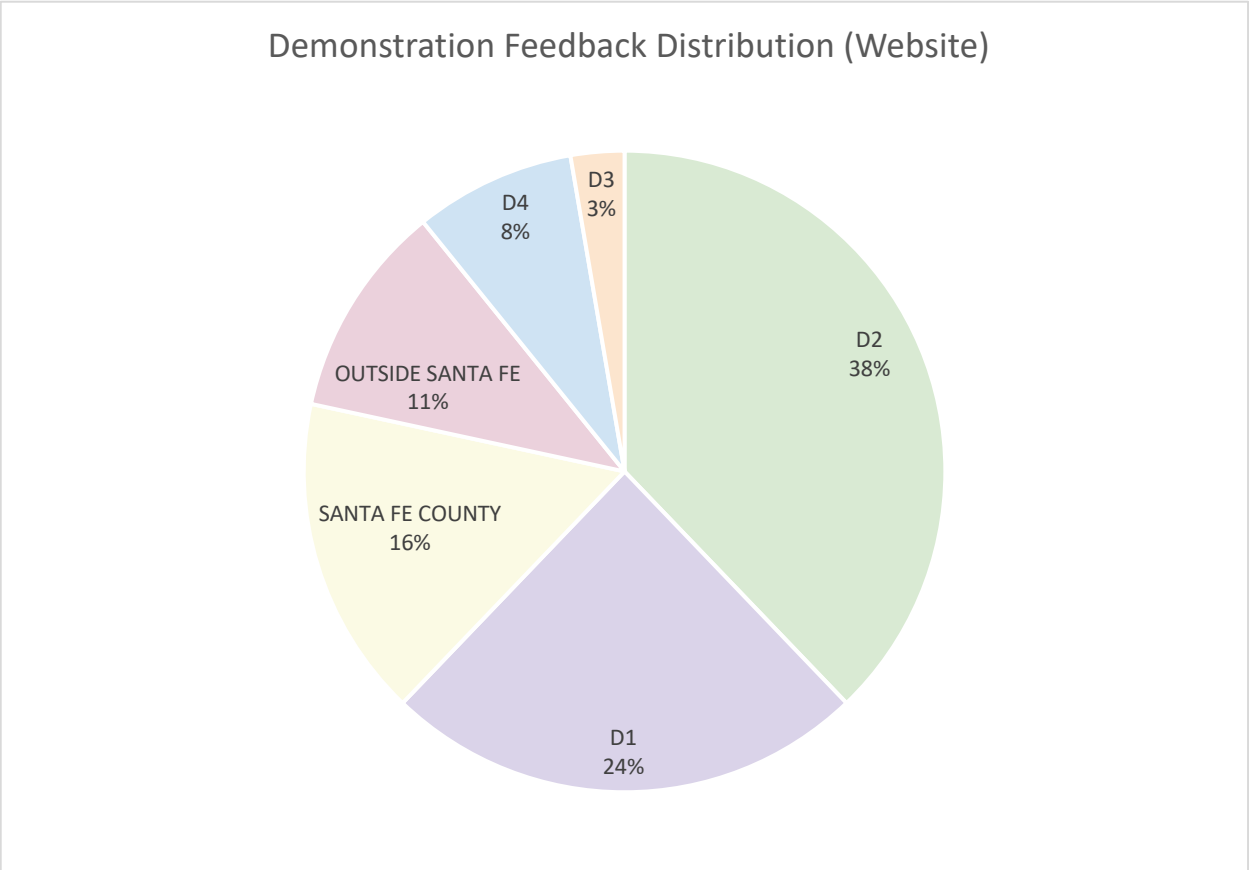

Figure 4: Geographical distribution of only project website form responses relating to demonstration-specific feedback.

Table 4: Geographical distribution of only project website form responses relating to demonstration-specific feedback.

LOCATION	COUNT	PERCENTAGE
DISTRICT 1	9	24%
DISTRICT 2	14	38%
DISTRICT 3	1	3%
DISTRICT 4	3	8%
SANTA FE COUNTY	6	16%
OUTSIDE SANTA FE	4	11%
TOTAL	**37**	**100%**

Of the 175 respondents who gave project feedback (excluding demonstration-specific feedback), 270 priorities were mentioned. Some respondents mentioned more than one priority for the project. All community feedback priority-mentions are summarized in Figure 5 and Table 5 below:



Figure 5: Visual representation of priority-mentions across responses.

Table 5: Priority-mention and number of mentions across project feedback responses, excluding demonstration-specific responses.

Priority mention	Count
Preserve night sky	72
Reduce lighting levels compared to status quo	40
Supports conversion	40
Limit wildlife impact	35
Preserve public health & safety	33
Reduce fugitive light compared to status quo	22
Preserve city ambiance	17
Utilize dimming capability	11

Of the 125 respondents who mentioned correlated color temperature (CCT) measured in Kelvins, the results are summarized below in Figure 6 and Table 6.

It's important to note that Kelvin is a measure of light color, not brightness.

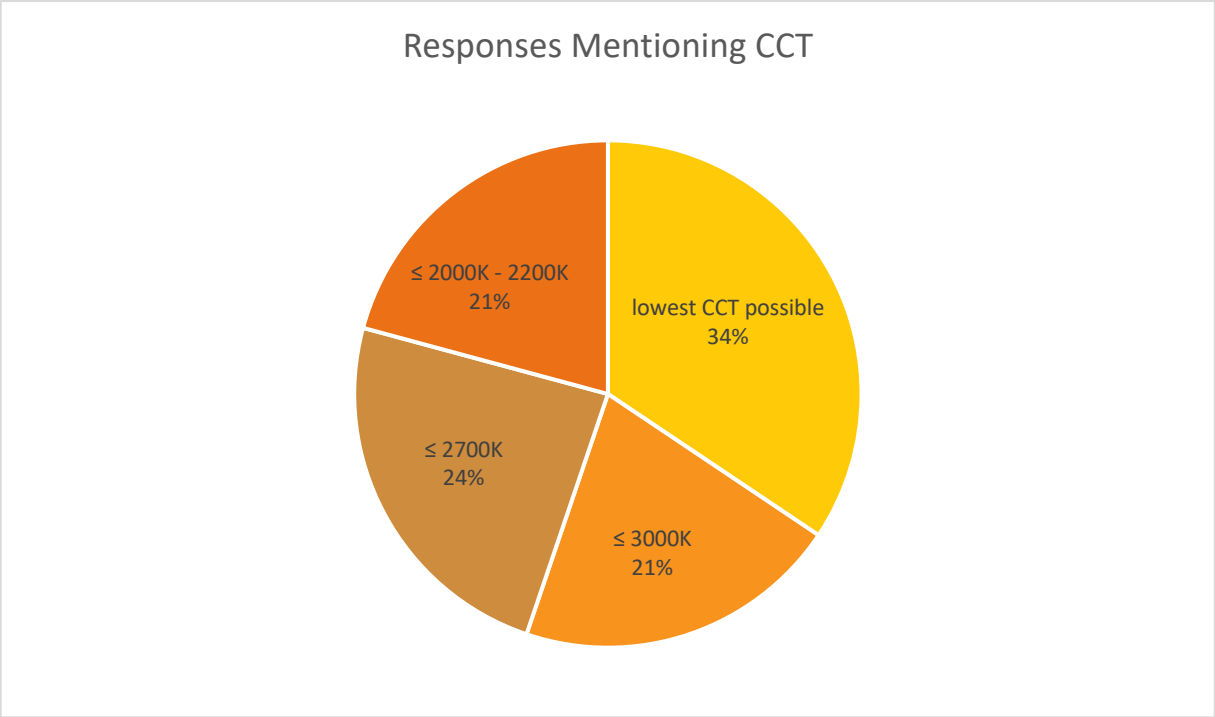

Figure 6: Pi-chart showing preference and distribution of correlated color temperature (Kelvin) preference, of 125 respondents who specifically mentioned it.

Table 6: Preference and distribution of correlated color temperature (Kelvin) preference, of 125 respondents who specifically mentioned it.

CCT Preference	Count	Percentage
Lowest CCT possible	43	34%
≤ 3000K	26	21%
≤ 2700K	30	24%
≤ 2000K – 2200K	26	21%

DISTRICT 1
WEBSITE FORM FEEDBACK
PROJECT

Date	Comment	Name	Lastname	Address	City	State	Email	District
5/19/21 13:42	I agree with this viewpoint from Rio North organization: We strongly support consultation with International Dark Sky Association, and request the city purchase low lumen, color temperature 2700K (or lower) LEDs with total cut off fixtures so the city can achieve a Dark Sky designation. Seeing stars, dark skies, clear skies are important for Santa Fe's attractiveness. thank you!	Dori	Smith	903 Don Juan St	Santa Fe	NM	dori.do@gmail.com	D1
5/19/21 13:40	thank you for doing this -- I agree with this point of view from Rio North News: We strongly support consultation with International Dark Sky Association, and request the city purchase low lumen, color temperature 2700K (or lower) LEDs with total cut off fixtures so the city can achieve a Dark Sky designation. Dark skies / clear skies !!! Being able to see the stars is one of the joys of being in the Santa Fe area. It is also one of the attractions to visitors. thank you, Dori	Dori	Smith	903 Don Juan St	Santa Fe	NM	dori.do@gmail.com	D1
5/18/21 19:48	I was unable to join the Lighting Design Working Group meeting on Tuesday (5/18) because the host rejected me! Why were you not allowing me to listen to the meeting?	Nicholas	Knorr	1014 Sierra del Norte	Santa Fe	NM	nicholasknorr@gmail.com	D1
5/10/21 21:41	As a long-time resident and amateur astronomer, I highly favor the solution with the lowest color temperature and the greatest restriction of the light pattern to the area needing illumination. I also would highly encourage considering motion-activated lights. There is no good sense in illuminating the night in the absence of humans that might need it. Please consider joining the Int'l Dark Sky Ass'n and adopting their guidelines. Let's use this opportunity to not only make our street lighting more efficient, but to preserve and improve access to the night sky for future residents.	John	Bau	1113 Agua Fria St	Santa Fe	NM	jbau@centurylink.net	D1
5/7/21 18:49	Dear Mayor and City Councilors, Please adopt the lowest kelvin level that will enable nighttime safety while protecting out city's ambience and our citizens' health. Alexa Bradford	Alexa	Bradford	132 Romero Str. Apt. 11	Santa Fe	NM	alexa.b.bradford@sbcglobal.net	D1
5/7/21 15:49	Mayor and councilors, I urge you to adopt the lowest possible kelvin level that will enable nighttime safety while protecting our city's ambiance and the well-being of pollinators, wildlife and citizens. I am a Santa Fe Extension Master Gardener and research shows that higher kelvin lighting threatens native bees and other beneficial insects, as well as migratory birds and other wildlife. Moreover, my husband is an astronomer and we chose to live in Santa Fe because it is designated a dark sky site. Please protect that designation so that we can continue to enjoy the night skies of Santa Fe.	Ruthbeth	Finerman	591 VISTA DE LA CIUDAD	SANTA FE	NM	rfinerman@gmail.com	D1

5/6/21 22:55	LED Conversion Project; I request that the new LED lighting; 1. Meet Dark Skies protocols. Like the noted in the International Dark Skies Certified Communities requirements. 2. Fully shielded lighting 3. Warm amber colored spectrum lighting with a color temperature of 3000 Kelvin or less. 4. NO Blue light spectrum 5. Least amount of light possible. Lower than 2700-3000 lumen 6. Turn off & dim down most of our street lights. There are too many 7. Hopefully we can attract Astro Tourism by becoming a Dark Skies City. I would also like to note two areas near me that are way way too bright. 1. The 5000 lumen lights throughout the city. Like on Agua Fria. They are unnecessary bright. 2. The car dealerships in town (like the Toyota, Nissan, Hyundai and Kia dealers on St Michaels). Shopping centers and all large parking areas could all follow dark sky initiatives. These must be included in the lighting changes to the city. They are completely too bright, unsightly, inefficient and unnecessary. Thank you for working towards Dark Skies initiatives and protocols. It is important to keep Santa Fe and other NM city's free from light pollution. Thank you for your attention to this matter.	Helen	Pantzis	1077 Osage Circle	Santa Fe	NM	hpantzis@gmail.com	D1
5/6/21 21:19	LED Conversion Project; I hope & request that the new LED lighting; 1. Meet Dark Skies protocols. Like the noted in the International Dark Skies Certified Communities requirements. 2. Fully shielded lighting 3. Warm amber colored spectrum lighting with a color temperature of 3000 Kelvin or less. 4. NO Blue light spectrum 5. Least amount of light possible. Lower than 2700-3000 lumen 6. Turn off & dim down most of our street lights. There are too many 7. Hopefully we can attract Astro Tourism by becoming a Dark Skies City. I would also like to note two areas near me that are way way too bright. 1. The 5000 lumen lights throughout the city. Like on Agua Fria. They are painful, blinding and a safety danger when driving under them. I have to close my eyes to protect from their painful brightness and they cause lingering light blindness. 2. The car dealerships in town (like the Kia dealer on St Michaels). These must be included in the lighting changes to the city. They are completely too bright, unsightly, inefficient, painful and unnecessary. Thanks for working to keep our city in line with Dark Skies initiatives and protocols.	Ylonda	Viola	1921 Arroyo De Las Cruces Road	Santa Fe	NM	weeja@outlook.com	D1

5/6/21 7:21	I am an architect I work with large scale site lighting Anything over 2700 is jarring to the nervous system I vote for 2200k -2600k lighting I am in favor of LED conversation but please do not ruin our night sky in the process. This is a very important decision	Mike	Krupnick	1112 South Luna Circle	Santa Fe	NM	mike@krupnickstudio.com	D1
5/5/21 19:18	I favor lighting at 2000 K, on the warm spectrum. Thank you.	Lyle	York	111 Barranca Road	Santa Fe	NM	lyle@wilsonyork.net	D1
5/3/21 13:29	Hello! YES! We do need led lights in Santa Fe and I Thank you so much for your work on this important project for the future of our beautiful city. I would respectfully like to ask why Blue Light? What is the purpose? We need: High efficiency. Reliability. Warranty. I believe Tucson and Flagstaff have these three advantages with the 2200K and 2000K lights; red/yellow penetrates better than blue which has so much more glare. Thank you!	danis	kelly	222 Sombrio Drive	Santa Fe	NM	harpdanis@icloud.com	D1
4/29/21 21:29	I applaud the city for its LED lighting conversion project. As someone who moved to Santa Fe in 2003 because of its "city difference", I strongly advocate for the project to install LED lights at a level <2500 Kelvin (eg 2200) to avoid light pollution and the character of Santa Fe. High Kelvin levels are not needed for safety and are linked to negative effects on human health and wildlife behavior. Thank you for considering this response.	Lynne	Gaffikin	992 Paseo del Sur	Santa Fe	NM	earthlg@gmail.com	D1
4/29/21 16:50	I support the use of LED lighting. However there are different types. I would like to be reassured that the lighting is wildlife enhancing. There are LED lights that have less blue within the spectrum which will promote avian flight at night. Thank you for supporting minimum night light so that our fellow creatures may continue to inhabit the planet.	Alexandra	Schott	233 Rodriguez	Santa Fe	NM	aschottsf@gmail.com	D1
4/29/21 15:55	Please pause any installation of new lights until the brightness issue has been decided. I request that you reduce the brightness for residential areas to 2,700 and that the color be warm not blue white. I further request that large streets also have LESS than 3,000 lumens. I agree with the Dark Skies representatives. Santa Fe does not need or want brighter lights. However, we do need energy saving lights. Thanks for soliciting citizen input	Margaret	Gray	612 Alicia St	Santa Fe	NM	magray612@gmail.com	D1

4/29/21 14:35	Hello, I find that the 2000 K fixtures installed by the Santa Fe New Mexican would be the best choice for Santa Fe. They do the job, are wildlife-friendly, and protect the night sky for all to enjoy - a major draw for those visiting and living in Santa Fe! These weren't included in the city demonstration but I really think they'd be the best fit for all. We have a chance to get our infrastructure right - let's do it!	Shelley	Payne	1708 Medio	Santa Fe	NM	slpayne31@gmail.com	D1
4/29/21 12:50	I am opposed to the project as stated. 4000 kelvins is too much. We desperately need to keep the intensity lower 2500-3000 k AND keep the lighting on the warm end of the spectrum. No blue lighting. This is a no-brainer. Please listen to the experts on light pollution and the effects it has on humans and animals. This is an opportunity to get it right! Don't ruin Santa Fe and our night skies. Thank you.	Terri	Rolland	1726 Camino de la Vuelta	Santa Fe	NM	terrirolland@comcast.net	D1
4/29/21 8:18	Hi, Please install wildlife-friendly, low-color-temperature LED lights like the ones Santa Fe New Mexican installed at their printing plant. Also, please do not install higher-color-temperature LED fixtures along St. Francis Drive, since they have been deemed not necessary by the NM Department of Transportation. Feel free to contact me if you have further questions. Thanks, Holly	Holly	Grimm	104 Michelle Dr	Santa Fe	NM	holly.grimm@gmail.com	D1
4/28/21 20:57	Hello. I heard that you are not showing the most wildlife friendly lights in your demonstration. Those are the lights I vote for. Our birds, New Mexico's birds are a precious resource, as precious as the people here and the land. Many migrating birds come through our city. Birds are under a lot of stress and we need to help them. Please, I am hoping you will choose the most wildlife friendly LED lights for our city. Thank you for listening to my request. Karen	Karen	Wasiolek	233 Rodriguez St	Santa Fe	NM	pachakaren@gmail.com	D1
4/28/21 20:41	Hello. I want "wildlife friendly" LED lights in my city PLEASE. Cities around the U.S. are starting to shut off lights at midnight (Philadelphia for instance) for migrating birds. All birds and especially NM birds are a precious resource and need our help. Thank you for taking my request in consideration.	Karen	Wasiolek	233 Rodriguez St	Santa Fe	NM	pachakaren@gmail.com	D1
4/28/21 11:14	I hope that city council will consider using only wildlife-friendly LED lights as replacements.	Deborah	Ungar	837 Osito Place	Santa Fe	NM	dungar@mac.com	D1
4/28/21 9:52	Please include wildlife friendly low color LED lights in the demonstration and selection for Santa Fe night skies.	Lila.	Mulkey	223 Guadalupe	Santa Fe	NM	lilabuena@aol.com	D1
4/28/21 1:16	I went by to look at the demonstration lights tonight. Of the four sites, only St Michaels had working lights! Will the others be reactivated sometime for the remainder of the test period?	Albert	Shultz	107 Cienega St.	Santa Fe	NM	shultzaw@gmail.com	D1
4/28/21 0:59	My general comment on lighting parameters for Santa Fe: Please keep the Kelvin rating ideally below 2200 but certainly below 3000K in keeping with the protection of our city's current "feel" as well as with preserving the safety of pedestrians and others at night. Also, how long will the demonstration sites be available for viewing?	STEVEN	HECHT	903 DON JUAN ST.	SANTA FE	NM	stevehecht21@gmail.com	D1
4/27/21 22:29	In general I don't like LED lighting. I hope you will pay attention to guide lines of safe LED lighting. Thank you.	LAWRENCE	NUSBAUM	724 1/2 AGUA FRIA STREET	SANTA FE	New Mexico	lawnus@peoplepc.com	D1

4/27/21 16:56	Please maintain the new lights at a kelvin level of 3000 or less. I would prefer the lowest kelvin level possible that also meets safety goals.	Susan	Everett	1621 Agua Fria Street	Santa Fe	NM	lsusaneverett@gmail.com	D1
4/27/21 16:54	Please keep the kelvin level at a maximum of 3000, and it would be even better if lower kelvin levels could be used while still meeting safety requirements. I live on Agua Fria Street and the current lights are too bright in my home, but at least they are warm light, which is a small compensation. This project is exciting and welcome - if - we get it right.	Susan	Everett	1621 Agua Fria Street	Santa Fe	NM	lsusaneverett@gmail.com	D1
4/27/21 14:44	My corner (Oak and Spruce Streets in Casa Solana) has 3 lights. As a result, our house and property have shadows from multiple directions all night long. Can we eliminate one or two of these lights during this project?	NOAH	LONG	202 SPRUCE ST	SANTA FE	NM	noahlargo@gmail.com	D1
4/25/21 8:48	I urge Santa Fe to Adopt led lighting at no more than 3000 kelvins. There is absolutely no reason for more bright blue toned light. We are still a relatively small town, with historic roots and many warm earth colored Adobe buildings. Fewer lights will be even better, to preserve our dark skies.	Carole	Gardner	690 Gonzales Rd. #11	Santa Fe	NM	carole.gardner@comcast.net	D1
4/23/21 11:48	Upgrading the city's infrastructure through a more energy-efficient and cost-effective LED street lighting system is a worthy effort, but it needs to be done right. Going forward, the street lighting should be consistent with protecting the dark night sky. We already have a city ordinance that emphasizes reducing light pollution, and there is a state Night Sky Protection Act. Both serve to regulate outdoor night lighting fixtures to preserve and enhance the state's dark sky while promoting safety, conserving energy and preserving the environment for astronomy. The street lighting system should consider "color temperature" and the International Dark-Night Sky (IDA) recomends using "warm-white" or filtered LEDs(CCT ≤ 3000 K; S/P ratio ≤ 1.2) to minimize blue light emission.	Steven	Hamp	2097 Pinon Bluffs Dr.	Santa Fe	New Mexico	shamp7@comcast.net	D1
4/22/21 19:29	I would like the new lighting system to be on the low end of the brightness scale, and not at the levels being proposed by the company. I understand that a significantly lower brightness and use of a warm-colored versus blue or bright white light still provides ample safety for night vision, and that's what is hope is chosen.	Daniel	Gibson	518 Juniper Drive	Santa Fe	NM	danielgibsonNM@gmail.com	D1
4/22/21 11:12	As long as this doesn't ADVERSLY impact seeing the night sky, then OK.	Hank	Ducet	752 Calle Altamira	Santa fe	Nm	artatac505@gmail.com	D1
4/22/21 9:34	I certainly approve of the use of LED lighting, but I believe it must be kept at levels low enough to avoid interfering with the natural world: human health, bird migration, insect propagation, etc., etc., etc. I believe this can be done in a way that will provide adequate light without making Santa Fe look like a sports stadium.	Linda	Mowbray	1122 S. Plata Cirle	Santa Fe	NM	birdinglinda@yahoo.com	D1

4/19/21 23:08	Residential street lights should be limited to 2700 K or less, they should be dimmed after 11 pm, they should be programmed to the seasons. In the summer, they should turn on later and turn off earlier and the in winter months, the opposite. In hilly areas, of which there are many in Santa Fe, street light downlight shields should be designed so that the light is not directed into downhill houses. All the street lights, residential and throughways, should use the minimum amount of illumination required. Use warm light temperatures everywhere. IDA has developed a set of recommendations for those choosing lighting systems. These suggestions will aid in the selection of lighting that is energy and cost efficient, yet ensures safety and security, protects wildlife, and promotes the goal of dark night skies. These include: Always choose fully shielded fixtures that emit no light upward. Use “warm-white” or filtered LEDs(CCT ≤ 3000 K; S/P ratio ≤ 1.2) to minimize blue light emission. Look for products that are capable of accepting 7-pin controls that can enable to use of dimmers, timers, motion sensors, and networking. Consider dimming or turning off lights during overnight hours. Avoid the temptation to over-light because of the higher luminous efficiency of LEDs. Only light the exact space and in the amount required for particular tasks. Select fixtures that have aftermarket shields available if light trespass is an issue in some lighting situations. Give the community a chance to have a say in what they will be living with for a generation, with test installations for soliciting public input and feedback.	Janet	Marshall	1121 S Luna Circle	Santa Fe	NM	jmnewmex@gmail.com	D1
4/19/21 22:17	I live in a residential neighborhood across the street from the back of a small shopping center. Between the street and the shopping center is a tiny parking lot, not used by customers because there is no access to the shops on this side of the shopping center. The street light in the corner of the parking lot closest to my house is too bright, and it shines into my bedrooms. It should be about 2,000 Kelvins, judging from your picture, and the lumens should be reduced from what they are currently. Also, there should be a shield directing the light downward and back towards the shops, since the purpose of the light, is, I presume, to prevent break-ins at the backs of the shops. Thank you for considering changes that will enable myself and other residents to sleep better by reducing the light shining in our windows from city street lamps.	Allison	Lemons	116 Sereno Dr.	Santa Fe	NM	lemons.allison.k@gmail.com	D1
4/19/21 22:07	I live in a residential neighborhood across the street from the back of a small shopping center. There is a tiny parking lot between the street and the back of the shops. This lot is rarely used, and not by customers. However, a bright street light is located in the corner of the lot closest to my home, and the its light shines into my bedroom windows. I actually see no need for this light whatsoever, but if the businesses want it to prevent after-dark break-ins to the backs of their stores, the light should be directed away from the street and towards the stores, and the lumens should be lower.	Allison	Lemons	116 Sereno Dr.	Santa Fe	NM	lemons.allison.k@gmail.com	D1
4/19/21 15:46	Please do not install lights with kelvins greater than 3000k	Barbara	Sharpe	352 Calle Colina	Santa Fe	Nm	Besharpe14@gmail.com	D1

4/18/21 22:43	Please keep low wattage (2000?) in the neighborhoods..one light was already converted on our casa solana street (las mananitas) and it is way too bright ... shines in our window at night and prevents us from sleeping deeply. Is is quite shocking how bright it is.. compared with the soft (amber) light of the rest of our street lamps. This is real quality of life issue.	Rowan	Wolverton	217 las mananitas	Santa Fe	Nm	rowanwolverton@gmail.com	D1
4/18/21 14:54	To whom it may concern, I would like to have my voice heard before the LED conversion project takes place. As a native of Santa Fe, I watched Santa Fe grow from town to small city. With this process of change there are aspects I am happy with and aspects I am not. As a child my father pointed out the constellations to me from our deck. The NM night skies are as familiar to me as red and green chili. I associate Santa Fe with being able to see the stars. When updating the traffic light to save energy please also take into consideration shielding the lights so they only point down to the city streets, and please do not make them too bright, we need to create safe roadways, but we don't need to light the streets as if it were daylight. Also as an artist/painter I am aware of lighting and how it affects, not only works of art, but also the moods of people in the room. I have worked as a consultant with galleries when choosing which Kelvin temperature to use for lighting works of art. I've also worked with artists and galleries when they make the decision to switch over from incandescent to LED. With years of experience I can tell you that the LED lights, even at lower Kelvin temperatures still have "hospital" or "warehouse workspace" feeling to them when compared with incandescent bulbs of the same temperature. I don't know why the same rating does not look the same, it's just a shared experience that many gallerists and artists share. I urge you to consider having the warmest most golden amber temperature's as options for Santa Fe citizens to choose from. Sincerely, Willy Richardson	Willy	Richardson	1227 Vitalia St	Santa Fe	NM	wrichardson@gmail.com	D1

4/18/21 0:32	I installed a tricolor light panel in my kitchen awhile back that cycles thru by quickly flipping the switch a couple of times to change. I have found that for reading a paper, I like the bluer light for it's intensity, but generally keep the light on the cooler or middle setting. The blue gets uncomfortable for regular activity and the lower Kelvin setting is more comfortable over time. **Now that we have added marijuana to our driving accessories along with alcohol I am much less desirous of being out on the road with someone texting while drinking and toking.** I have driven through areas with bright and high kelvin systems and when I got to the end of the lighting stretch, had trouble seeing until my eyes readjusted to the dark. I have also walked toward homes with pairs of security lights aimed much higher than their driveways and were blinding as you walk or drive down the street toward them. Proper and correct shielding is critical. I worked as a signalman on the railroad for 32 years and it was critical for me to aim my signals just right for the trains and not other places and they were not that bright. Are these new fixtures going to be outfitted with sockets and/or mounts for cameras, detectors and other sensors, or will they be adaptable to it? Will they be remotely adjustable to dim or extinguish or have programable capabilities? Having looked at the night sky from a number of places including Albuquerque, Santa Fe, out in the country and other locations, I have seen the light umbrellas grow over the cities and the skies brightening and stars dimming overhead. I have had light trespass in my home from neighbors lighting and city lighting. I have had my telescope views flared out from cobras when I try looking thru them. Note: burglars love the lights so they don't trip at night.	Brad	Jones	1100 Osage Ave.	Santa Fe	New Mexico	bcj_sf_nm@yahoo.com	D1
4/17/21 16:34	Hello, I am a resident of Santa Fe and would like to express my support for the LED Conversion Project, however I would like for the new lights to be 2700K or less lumens. Thank you! Sincerely, Anna Gieselman	Anna	Gieselman	1076 Osage Cir	Santa Fe	NM	acgieselman@yahoo.com	D1
4/17/21 11:37	I would like to request 2700 kw, or lower for new LED lights.	Gina	Kinstle	101 Pine St	Santa Fe	Nm	gina.kinstle@gmail.com	D1
4/16/21 21:30	Please keep lighting below 2700 limens. Anything above that endangers the quality of our community.	Jennifer	Nevarez	208 Ambrosio	Santa Fe	NM	dasenevarez@yahoo.com	D1
4/16/21 19:49	Please use only up to 2700 lumens. The Governor's home shines so brightly into my bedroom window that I can almost read. No response to my requests to aim the lights toward the ground or put covers to dim. Aren't we in the Dark Sky Initiative? Thank you.	Susan	McCallister	376 Calle Colina	Santa Fe	NM	smccall888@yahoo.com	D1

4/16/21 16:39	PLEASE REMEMBER we love being able to still see night skies from our gardens and Santa Fe is a popular destination because we are able to still see the night sky!! WHY do you have to go up to 3000 - 4000? PLEASE STAY 2700 or less, except in specific locations that may require brighter for safety. PLEASE Don't mess this one up. Thank you for your consideration.	Maria	Johnson	630 Franklin Ave	Santa Fe	NM	marini133@gmail.com	D1
4/15/21 18:30	I am extremely worried about further light pollution from outdoor lighting. People not used to western living seem to believe that the night sky needs to be eliminated. They want too many light fixtures on roadways that are not necessary. I live near a very large parking area that was supposed eliminate light pollution by directing the lighting downward. It didn't work because the light is reflected up by the pavement. It looks like a moon landing site and Thornberg will not ameliorate the problem.	Margaret Alexander	Alexander	1116 Tano del este	SANTA FE	NM	cmmalexander@cybermesa.com	D1
4/15/21 16:55	I am very concerned about this project. I live in the sleepy east side of Santa Fe, a rural area of historic homes. The lighting that has been proposed will deeply affect our rural lanes and I oppose any lighting that is more abundant or brighter or cooler in color than what exists here.	Bonnie	Bishop	1353 Cerro Gordo Road	Santa Fe	NM	bbsfdesign@comcast.net	D1
4/15/21 15:42	Please use the lower kelvin lights. Seeing the sky at night is important!	Raymond	Greenwell	920 Old Taos Hwy	Santa Fe	NM	matrng@hofstra.edu	D1
4/15/21 11:52	The nighttime sky is so bright in Santa Fe it is impossible to see many stars at all. Here is what I would request to reduce the nighttime glare and conserve energy: Lowest possible wattage Lowest possible lumens Lowest possible Kelvin temperature Type V light distribution Best light cutoff Dimming capacity Light shields	Susan	Ellenbogen	1017 Camino Oraibi	Santa Fe	NM	pelican@onepost.net	D1
4/15/21 11:05	This is a wonderful initiative, thank you! I have two requests: 1. Please do whatever you can to limit the use of blue light. It is harmful to sleep patterns and harsh on the eyes. 2. The entirety of Calle Medico is badly in need of street lights. The businesses up and down the street would benefit from the installation of new light posts. Thank you again for your good work. Russell	Russell	Brott	408 Graham Ave	Santa Fe, NM	NM	russellbrott@gmail.com	D1
4/15/21 10:48	I'm so happy to hear that Santa Fe is contemplating a 'dark sky' illumination program. Having seen such an effort in fully implemented in Fort Davis, Texas, I give it my full support. I can allow as much as possible our daytimes to be daylit, and our nighttimes to be night.	Robert	Johnson	1802 Arbolitos Lane	Santa Fe	New Mexico	ellwoodxpat@gmail.com	D1
4/15/21 10:45	I live in the Casa Alegre area. I would like for the color temperature to be on the warmer side. Also, the light poles in our neighborhood are very old and need to be updated.	Sam Tischler	Tischler	1829 Otowi Rd, Santa Fe NM 87505	Santa Fe	NM	sam@maxerfilms.com	D1

4/15/21 10:27	Please consider night SAFETY for walkers and drivers after dark. Dark skies are fine to a point, but when you can't see while walking city sidewalks (which often have numerous cracks and uneven surfaces) or driving city streets (negotiating potholes, curb bump outs, faded paint on lane lines, etc), people can fall, have accidents and worse. Dark areas also invite crime. Remember that Santa Fe welcomes tourists who are unfamiliar with the city and many 65-plus residents whose eyes aren't what they used to be. Those advocating for dark skies will most often be activists with the energy and time to protest. They skew young and have little idea of the eyesight and mobility issues faced by their older fellow residents.	Laurie	Meyer	2940 Aspen Vw	Santa Fe	NM	laurie.meyer1969@gmail.com	D1
4/15/21 7:59	Would it be possible to see what 1 of these 3000 W lamps would do at the junction of 2 dirt roads in my community? If you have a mobile unit it would be really helpful to people to see what these options look like in different settings.	John David	Blagg	810 Juniper Drive	Santa Fe	NM	jdblagg@cybermesa.com	D1
4/14/21 0:22	In response to the large number of comments of concern voiced at the Public Hearing on Feb. 24 regarding the use of high-CCT lights (3000K and 4000K), are the City and Dalkia presenting lower-CCT options during the Community-Guided Design process? If not, why not?	Albert Shultz	Shultz	107 Cienega St	Santa Fe	NM	shultzaw@gmail.com	D1

DISTRICT 1
WEBSITE FORM FEEDBACK
DEMONSTRATIONS

Date	Type	Comment	Name	Lastname	Address	City	State	Email	District
5/12/21 21:37	Demonstration feedback	As for the demonstration sites, the lower Kelvin LED bulbs seem much nicer, with less glare, while still providing plenty of light. Our family supports Santa Fe becoming a dark sky designated city. We live in a small neighborhood in Santa Fe, and have a streetlight on the sidewalk outside our house. The light not only shines on the roadway, but also on the front and into the windows of our house. What a waste of energy and an unwanted intrusion into our home. Thank you for taking the time to reduce energy use, glare, and unwanted light throughout town, while still casting light only where it's needed—that is true conservation.	Don	Auer	1717 Medio Street	Santa Fe	NM	donald_auer@hotmail.com	D1
5/6/21 13:03	Demonstration feedback	I visited the demo site on Agua Fria near Frenchy's Field and have some feedback for you. First I could easily tell which were the new lights, but have no idea what Kelvin the lamps are. It would help to know that. I am no fan of low pressure sodium color but drove and walked back and forth several times to compare the lighting. The low pressure sodium is easier on the eyes. There is a fraction of a second when the new lighting hurts your eyes as you drive past and you need to look away ... not a good think while driving. I would say that those demo lights are too bright. On the whole Santa Fe is way overlit; anything that reduces the amount of light pollution as well as the monthly bill is an improvement. I hope that you can provide the information about the K values for the demo lights on site so we can know what we are looking at ... and I would like to see a demo of the k values recommended by the Dark Sky Association.	Judy	McGowan	609 Paseo Corto	Santa Fe	NM	judymc@nets.com	D1
4/29/21 10:25	Demonstration feedback	1) Demonstration lights were not operating at 3 of the 4 sites when I went to look on Tues. evening April 27. If I can't see the lights, I can't provide feedback on them! The test period is already short enough -- it should be extended, once Dalkia and City can ensure that all test lights will be operating. 2) Lights at St Michael's on 4/27 and at Frenchy's Field on 4/23 all showed a lot of glare and light trespass, as much as the old lights they are to replace. After the claims about the new lights being an improvement, this is disappointing. City and Dalkia reps onsite on Friday gave conflicting information about additional shielding and possible adjustments and why the test lights were not set up to their best advantage. I am very worried that these may not be good lights, especially for residential areas. 3) The lights are not identified by type or model, so I don't have the benefit of knowing their specifications. The appearance suggested two different color temperatures; the less blue, the better. Again it is disappointing to not have other choices, such as anything closer in color to the warm look of the the old sodium lights. 4) In summary: I don't see ANYTHING about the new lights that warrants using them in this rushed evaluation of a major lighting project. The City should get a lighting design specialist to create a plan, and put it up for competitive bid -- not simply take the recommendation of a vendor that just happened to be on our doorstep looking to get our money with as	Albert	Shultz	107 Cienega St.	Santa Fe	NM	shultzaw@gmail.com	D1
4/27/21 23:04	Demonstration feedback	Although I saw little difference in the demonstration lights at Frenchy's Field (perhaps they are all 2700K), I do prefer the softer color of the high-pressure sodium lights in my neighborhood over the bluer lights still found in some places in town. The redder color is easier on eyes, especially older eyes, at night. Two thousand-K to 2300K, as in the HP-sodium would be my first choice for the neighborhoods. On busier streets, 2700K but no higher than 3000K might be acceptable, if such LEDs actually contribute to better visibility. Anything higher would be too blue. In my home, I actually prefer 3000K lights to 2700K lights in certain places (my wife feels otherwise) because of enhanced color, but color is not an issue when driving at night. Next, the city should work to get large lots such as automobile dealers and big-box stores to reduce the amount of parking lot lighting beyond what is reasonable for security. There is little reason for most of their lighting to continue much after these establishments close at night. Also, the illuminated, ever changing signs at schools are an abomination, but that is a whole different issue.	Michael	Gold	217 Vuelta Roble	Santa Fe	NM	MichaelGold@CyberMesa.com	D1
4/25/21 23:13	Demonstration feedback	I think the middle color, 3000k is fine. 2700 is so orange and not attractive, and alters the nighttime colors of unlit objects. It alters the perceived color of an auto for example. 4000 k is too white.	christopher	quintana	608 Campana Place	santa Fe	NM	christopher_quintana@me.com	D1

4/25/21 0:05	Demonstration feedback	Thank for you taking the time to set up a demonstration for the street light conversion process. While I appreciate that the City ultimately decided to involve the community in this important project, I was disappointed by (i) the limited scope of issues on which the City appears willing to engage at this point, and (ii) the inconsistent answers, or inability to provide answers, on several important topics. After the demonstration last night, I have several concerns: First, what options are still on the table as part of this process for obtaining public input? The representative from Dalkia seemed to suggest that input at this point was limited simply to the color temperature of the lighting and that they were constrained by the project requirements to either 3000K v 2700K street lamps (both of which, to be honest, seemed far too harsh). If there is such a tight relationship between the fundamental requirements and the limited options at this point, greater public involvement would have been beneficial at the outset. What other options were considered to meet the City's goal to meet its energy consumption goals? I live, for instance, on a dead end cul-de-sac that has, what seems to me, an inappropriately large and obtrusive street light for a street with virtually no traffic. Has the City looked at perhaps eliminating or reducing lighting in certain neighborhoods rather than simply replacing everything wholesale? (Tucson seems like a good example to follow here in terms of limiting neighborhood street lights.) I am not aware of the City soliciting input on any alternatives that might allow for its goals to be met. Second, I came away from the demonstration unclear as to what exactly we were looking at and how the streetlights would actually look when installed. While the Dalkia representative indicated that only 2700K and 3000K were still under consideration, the public works director indicated that 4000K were still being considered for main arteries. The Dalkia representative indicated that the demonstration lights were not shielded, the public works director stated that they were (in which case, they are obnoxiously bright.) Third, what other options is the City considering to mitigate light pollution overall? I've heard it mentioned many times that these lights will have the capability to be dimmed, but no one seems willing to answer whether those capabilities will be used. What is the City's plan in that regard? Finally,I understand the International Dark Sky Association sent an email on April 12, 2021 to the Mayor, members of the City council and the public works director in light of prior statements by the City and Dalkia about the consistency of the proposal with International Dark-Sky Association guidelines. I was disappointed by statements from the public works director that seemed to ignore those clarifications. This is a once-in-a-generation project by the City of Santa Fe and I applaud its stated interest in getting it right. I encourage the City, however, to take its time to get the project right.	Michael	Jacobs	1008 Paseo de la Cuma	Santa Fe	NM	Michael.E. Jacobs@gmail.com	D1
4/24/21 10:49	Demonstration feedback	RE: Demo at Frenchie's Park. They were hard to differentiate regarding "color" so it would be best to take advice of scientists as to which is safer and less distracting to birds, insects, humans, etc. It is a good idea to lessen energy use with LED but all 6 of them were way too bright and sparkly. I would hate to have one of them in front of my house.	Peggy Rudberg	Rudberg	1700 Watchpoint	Santa Fe	NM	988pjr@gmail.com	D1
4/23/21 22:40	Demonstration feedback	I live in Pueblo Alegre, across the street from Frenchy's Field, and I drove by the demonstration streetlights at 8:30 this evening, April 23. I found the new, smaller, amber colored lights MUCH preferable to the bright white lights currently on Agua Fria. The roadway was just as visible in the dark, with much less glare. I am in my 70s, wear glasses for astigmatism, and have not-yet-operable cataracts. Bright lights make shape and movement in the surrounding dark much less visible to me. I think I would drive much safer after dark with the new streetlights. I also miss seeing the starry sky I was used to in rural California, and would love the night sky to be darker in Santa Fe.	Susan	Ellenbogen	1017 Camino Oraibi	Santa Fe	NM	pelican@onepost.net	D1

This comment had to be placed in a separate entry due to length.

Date	Type	Comment	Name	Lastname	Address	City	State	Email	District
4/28/2021 17:19	Demonstration Feedback	Santa Fe Streetlight Project I have visited each of the “demonstration” sites several times first to gauge my qualitative reaction and observations and then to try to quantify those observations. General Observations: Although there are distractions at some sites, particularly Jaguar Dr and St. Michaels, the difference between the appearance of the 2700 K and 3000 K is quite noticeable. ˇI could not detect any difference between the illumination levels at the street level; both seemed to me to provide adequate lighting on the street surface.. In each case, the luminaires were easily visible on approach. Although this was in some cases dependent on whether the approach was from above or below; worse in the latter case. Seen from the street, luminaires were easily visible at about 4 streetlight pylons before the subject fixture and bright and glary at least 2 pylons prior (worse for 3000 K) for most. Trespass light behind fixture is ~75’ for all luminaires. Note that this is half of a typical urban/suburban lot depth, guaranteeing illumination of almost all dwellings. Jaguar Drive: Four fixtures on N side of street, all 3000 K. East approach, level to downhill; visible 3-1/2 streetlight pylons in advance, glary from 2 streetlight pylons in advance. West approach, uphill, visible from 5 streetlight pylons in advance, glary from 2 streetlight pylons in advance. Trespass light behind luminaires difficult to observe due to other lights in the area. Governor Miles: 6 fixtures of each CCT, 3000 K to the east, 2700 K to west. East approach, level to uphill; lights visible ~ 2 streetlight pylons in advance of subject fixture glary from 1 streetlight pylon in advance. West approach; lights, downhill to level; lights visible 2 to 3 streetlight pylons in advance, glary from 1 streetlight pylon in advance. Glare/visibility on approach is consistent for both CCTs. Generally, these luminaires ae much less glary than those in the other demo sites for both CCTs. Trespass light capable of casting distinct shadows easily 75’-100’ behind fixture, regardless of CCT. St Michael’s: 3 fixtures of each CCT, 2700 K on N side of roadway, 3000 K on S side. All observations distorted by extraneous lighting from adjacent businesses. East approach, downhill; visible 4-5 streetlight pylons in advance, glary from 2 pylons.	Tom	Jervis	109 Daybreak	Santa Fe	NM	Jervidae@cybermesa.com	D1

This comment had to be placed in a separate entry due to length.

		West approach, uphill; visible 5-6 streetlight pylons in advance, glary from 3 pylons. Trespass light shadow cast; ~ 75' behind subject pylon. Frenchy's Field: 3 fixtures of each CCT, 3000 K to west of Osage, 2700 K to east. East Approach, downhill; visible 5 streetlight pylons, glary at 3 pylons in advance. West approach, uphill: visible 5 + streetlight pylons , glary at 4 pylons in advance. Trespass lighting; shadow cast 50-75' behind 2700 K luminaire. Conclusions: It is apparent from the approach and trespass observations that these luminaires—regardless of CCT--are either not properly shielded or are installed higher than their design specification. The purpose of these lights is not to provide a series of beacons to delineate the roadway, and as such distract the driver from attention to the roadway. Part of the reason for this is that all the luminaires—except those on Governor Miles—have a lens/diffraction structure that extends below the housing and extends the horizontal "reach" of the luminaires beyond what is needed/desirable for street illumination/safety/security. The difference between the 2700 K and 3000 K luminaires is notable. However, the complete absence of any comparison to 2000 K or 2300 K luminaires results in a false dichotomy and makes any comparison really meaningless. One cannot "choose" between these alternatives when an obvious alternative is completely missing, although one can be seen at the SF New Mexican Printing Plant. What is clear from these observations is that these systems are designed without the benefit of any professional lighting design considerations. Neither the City Public Works Department nor Dalkia possess this capability and it shows. To continue on this path is to consign the City to poorly designed streetlights and the potential for a large number of complaints due to trespass lighting. The City would never replace a bridge using a contractor that had no structural engineering expertise. The demonstrations seem designed primarily to confirm the Public Works Department's initial plan and foreclose any meaningful discussion of the virtues/defects of LED streetlights. LED lighting is not a panacea in and of itself and without benefit of lighting design expertise, has the potential for lasting dissatisfaction with the City's streetlights.							

DISTRICT 2
WEBSITE FORM FEEDBACK
PROJECT

Date	Comment	Name	Lastname	Address	City	State	Email	District
5/18/21 14:01	I do not support LED lights with higher than 2700 K and also prefer that the majority of our lights be 2200K	George	Jones	1018 Canyon Road	Santa Fe	NM	georgejones.email@gmail.com	D2
5/18/21 13:59	Why do none of the demonstration sites include a 2200 K light? This is the color level used in Flagstaff Arizona, a city similar to ours in terms of size, age demographics and interest in having favorable night skies for viewing.	George	Jones	1018 Canyon Road	Santa Fe	NM	georgejones.email@gmail.com	D2
5/13/21 13:39	As a resident of the city of Santa Fe, I am 100% in favor of the conversion of the present street lighting to LED lighting because of its efficiency, long-life, current technology controls and cost savings. The most significant remaining issue for me is that the choice of type of LED lighting be the one which will least threaten dark skies around Santa Fe. Hence I very very strongly want the choice to be in the redder (warmer) range rather than the bluer (cooler) range, as it will cause far less light pollution at no reduction to the goal of preserving as safe an environment as possible.	Kenneth	Collins	250 E. Alameda St., Apt. 323	Santa Fe	NM	k6a0c8@cybermesa.com	D2
5/9/21 1:04	I visited Frenchy's Park on Agua Fria and Osage, St Michael's at 5th Street, and Governor Miles road at Camino Carlos Rey. Thought all the lights were too harsh and cold. The residential light was less harsh in intensity but still too cold and bright. I preferred the existing lights at each on of the demonstration sites over the led samples. Can you choose LED's that more closely match the existing light color and intensity? I don't think that should be too challenging as LED's offer lots of different intensities and color ranges. Please, please, please choose a warmer light that more closely matches our existing street lights. Also, I noticed less at Zia and Rodeo Road at Camino Carlos Rey. Those lights are blinding. I could even read the road sign "Rodeo Road" the lights are angled so the shoot towards the drivers, they aren't aimed straight down. They do provide more light but it's so bright and glaring that I think it's almost dangerous. Please do not angle the LED's so they shine in the eyes of drivers. Thank you!	Alexandra	Mayo-Cullen	2099 Placita De Vida	Santa Fe	NM	amayocullen@gmail.com	D2
5/6/21 20:47	With regard to the color temperature of the proposed LED lighting, I would like to suggest that it be reduced to 2200 or lower to reduce the glare except in locations where the law specifically requires more. Also, consider recessing the new lights to further reduce the lights.	Helene	Hennelly	2095 Calle Tecolote	Santa Fe	NM	laneyhennelly@gmail.com	D2

5/6/21 17:12	My wife and I have visited Northern New Mexico many, many times, primarily for me, family vacations but for my wife, staying in her grandparents' log cabin on land homesteaded by her grandfather near Tierra Amarilla. After we were married and careers established, and living in Oklahoma City, 40 years ago we, with another couple, bought a small house in the South Capital area of Santa Fe (we had never spent any time in Santa Fe in all the years coming to New Mexico). I'll never forget the first night we came to stay in our new house. It was late at night when I walked out onto the patio and looked up: I had never seen the Milky Way so brilliant and vivid, nor so many, many stars! That impression prompted me to purchase a telescope to further my view of Santa Fe's dark skies, which I enjoyed for many years. Now, however, that experience seems to be of little or no importance to those pursuing LED street lighting that most assuredly will compromise the ability to enjoy the dark skies above. Street lights are important, I understand that, but street lights that emit blinding and polluting light will not add to this town's security! They will only diminish or eliminate what has been Santa Fe's beautiful night time environment for hundreds of years! I strongly urge whomever has the authority to approve or disapprove this lighting nightmare to stop it! Our city is too important to mess up a really good thing!	Robert	Bright	901 Gildersleeve St.	Santa Fe	New Mexico 87505	brightlaw@aol.com	D2
5/5/21 18:27	With the changes, I would like Santa Fe to move toward becoming a dark sky city.	Andee	Baker	530 Garcia St. Apt. 12	Santa Fe	NM	bakera@ohio.edu	D2
5/5/21 15:33	It would be ENORMOUSLY helpful for residents to know what the various Kelvin ratings are at the demonstration sites in Santa Fe. Can you add that to your website please? Thank you	ginny	olcott	139 Sereno Drive	Santa Fe	NM	ginny@olcott.org	D2
5/4/21 11:54	Hi. I'm writing to you about the LED conversion of street lights. Although I am completely in favor of saving energy my neighborhood, community and myself I have some concerns and requests. We live in District 2. The concerns of the community include reducing the Kelvin rating from the proposed bluish 3,000K residential-4,000K on heavily traffic areas to Kelvin ratings of 2200 for residential areas and up to 2700K for main arteries with dimming capability after 10PM and preventing light trespass (unnecessary light where it is not needed). Intelligent, properly designed lighting can reduce crime, prevent disability glare that causes accidents, increase traffic safety, protect circadian rhythms of wildlife and humans, and maintain the cultural and historic nature of Santa Fe. Improper lighting impacts bird migrations and the viability of pollinators and bat populations Thank you for your consideration.	tim	blose	110 calle palomita	santa fe	NM	Tim@nativeearthlandscaping.com	D2
5/4/21 2:56	Could you please send a list of the ID number on each light pole in the four demonstration locations along with which side of the street they are on. I have visited all the sites and want to make sure I am referencing them correctly when I send my comments. Thank you.	Barbara	Chatterjee	228 Alta Vista Street	Santa Fe	NM	barbaracnm@aol.com	D2
5/3/21 2:28	Currently, although the lights attached to are reasonably bright, they are not placed in a manner that the street name tag attached to the stop light can be read clearly and sometimes not at all. This is true of Rodeo Road. Would it be possible top make light placement conducive to knowing where we are? Thank you! Abi	A	Chidambaram	2501 w zia	santa fe	NM	ac99516@gmail.com	D2
5/1/21 13:55	How about providing a way for members of the public to see the feedback from other folks???	Jack	Huberman	28 General Sage Drive	Santa Fe	NM	basinview1@gmail.com	D2

4/29/21 22:11	I would prefer warmer color temperatures (2200 - 2700K) in the lighting in most areas around Santa Fe. Higher LED color temperatures do not provide greater safety than warmer color temperatures; safety is dependent on the level of brightness (https: //nightskysantafe.org/safety). Warmer color temperature lighting is more aesthetically pleasing, particularly important for Santa Fe (see https://nightskysantafe. org/ambience), and healthier for humans (https://nightskysantafe.org/environment) and animals (https://nightskysantafe.org/environ). Lighting coverage and brightness should also be adjusted to just what is needed and is dependent on reflective surfaces in the area; excess lighting is a waste of money, unnecessarily contributes to our climate change footprint and creates more night sky light pollution than is necessary.	John	Meade	2323 Calle Pava	Santa Fe	NM	john@johnmeade.net	D2
4/28/21 16:36	I'd like to know about the ballasts or regulators in these lights. Is it known what frequency they operate at (which I assume is the frequency the lights will flicker at)? Also, have the units passed FCC (or CE) testing, or do they carry at Part 15 FCC label?	WILLIAM	BRUNO	2357 BOTULPH RD.	SANTA FE	NM	wbruno@gmail.com	D2
4/26/21 11:41	Hello, my casita faces a small unnamed street directly behind Wood Gormley Elementary School. The streetlights and outdoor security lights from the school are so bright. They shine directly into my casita and light up my rooms! Is there any way to get these replaced with LED with 2400K or less lumens? Thank you so much!	Marisol	Da Camara	132B East Santa Fe Ave	Santa Fe	NM	m. dacamara@icloud.com	D2
4/25/21 14:03	Please adopt lowest kelvin level that will enable nighttime safety while protecting city's ambiance and citizens' health. Thanks	Bianca	Gonzalez	425 camino de las Animas	Santa Fe	New Mexico	bnxgonzalez@yahoo.com	D2
4/25/21 11:41	Please install new lights with kelvins no higher than 3000, as per AMA recommendations.	Bob	Novak	1114 Galisteo St	Santa Fe	NM	bobnovak74@alumni.nd.edu	D2
4/24/21 23:48	After viewing 2 of the 4 display areas, I want to underline two things: 1) please address the importance of a bigger "hat" on top of the lights: ditch the little beanie and get a nice brim that will shade a bit more successfully the side lighting . (The upward lighting is okay, I think.) 2) please lower the brightness still a bit more. I realize the height makes it seem to you that a brighter light is needed, but I disagree: lower intensity is preferred. (It is obvious that some vehicles' headlights are really too bright and are excessive, but do not let them be your guide.) Thank you for displaying your offerings. I will check out the other spots soon.	Elizabeth	West	318 Sena Street	Santa Fe	NM	ewest@cybermesa.com	D2

4/24/21 12:53	Hello, This is a great idea. I am looking forward to these new LED street lights. 1. Will these new LED lights make a noise like the current street lights, which make a buzzing sound and which I hear across the street on Zia. I live on Candela and have a wall in my backyard on Zia. This noise is bothersome. I am happy to hear that the lights will not shine into persons private property. This is fantastic. Cut off -The amount of light allowed to spill above the horizontal plane of the fixture. All new LED fixtures will be “full cutoff,” meaning they provide 0% uplight. They also restrict backlight to the sidewalk, providing optimal application coverage without scattering light where it’s unwanted, like on private property or in house windows. The light across the street Zia, behind my wall, shines into my windows. and 2. Please let me know which colors on the grid show the conversion plan, the orange of the blue? And are you planning to install them on Zia/St Francis area? Conversion & Maintenance After finalizing the community-guided design plan, the implementation of the LED street lighting will begin this summer. All city-owned and utility-owned lights will be converted through this project over the course of 4 months. Thank you, Christine	Christine	Malcolm	1874 Candela St	Santa Fe	NM	imbluesage@gmail.com	D2
4/23/21 22:59	The person we talked with at Frenchy's Field thought the lighting there was 3000 K. Is this correct? Does the K rating differ among the differing sites?	Valerie	Brooker	1616 Young St.	Santa Fe	NM	vbrooker1@earthlink.net	D2
4/22/21 10:59	Hello, We live on a curved street, Calle Corvo, and on this corner, opposite to our house, there is a high light pole with extremely bright light. It is unshielded on the sides. At night this light brightly illuminates our yard and living rooms. We can not look towards the east to see the stars and the rising moon; we’re blinded by this light. We understand that some illumination is necessary on this curve, but wonder if the arrangement could not be better designed. I don’t know if this is the right forum for this inquiry, but we’d appreciate assistance. Thank you, Dagny Thorgilsdottir	Dagny	Thorgilsdottir	522 Calle Corvo	Santa Fe	NM	dagnythorgilsdottir@gmail.com	D2
4/22/21 9:21	What is the wattage of each new light? How, when and why will they be dimmed? Moonlit nights? Popular demand? Regularly after midnight? Will there be an automatic dimming schedule based on the clock or response to other conditions? Are you evaluating which existing street lights are not necessary and can be dispensed with? Are you considering that with the approach of computer driven cars and computer provider directions, that last night lighting is needed both in residential and commercial areas? I look forward to your responses.	Beverley	Spears	1897 conejo dr	Santa Fe	Nm	bspears@spearshorn.com	D2

4/21/21 17:38	I had understood that there was to be a residential demonstration site on Canyon Road or upper Canyon Road not sure which but I haven't seen any more about it. Could you please let me know the status?	jean	hinlicky	631 camino de la luz	santa fe	nm	Jean. hinlicky@gmail.com	D2
4/19/21 12:28	Dear Mayor Webber and Councilors, When you put together the plan for our new streetlights, PLEASE try not to over-light our beautiful city, but only add the absolute minimum light required for safety. It would be a great sadness and disappointment to us all to lose or diminish our unique Santa Fe atmosphere, and as any museum trained person would tell you, the quality and color of the lighting makes all the difference. We treasure our night skies.	Susan	Conway Oliphant	716 Acequia Madre	Santa Fe	New Mexico	susancconway @gmail.com	D2
4/18/21 23:41	In regards to the new lighting plan for the city - I would request to please keep the new plan to using as warm tone as possible in LED choice. Blue light is intrusive and unwelcoming.	Jennifer	Schlesinger	120A Valencia Rd.	Santa Fe	NM	jfsfoto04@yahoo.com	D2
4/18/21 0:17	Please limit the K to below 2700 to keep our dark skies protected. It is truly one of our treasures and must be stewarded!	William	Bowen	1024 Don Cubero Ave	Santa Fe	NM	macbowen@gmail.com	D2
4/17/21 19:40	Why can't the lamp posts be black? The silver posts become bright lines of light that do nothing to illuminate a street or sidewalk, but stand out from afar even when the lamp itself shines straight down.	Elise	Noble	2255 Old Arroyo Chamisa Rd	Santa Fe	NM	elisenoble@post.harvard.edu	D2
4/17/21 18:42	Please keep it limited at 2700 lomens or preferably LESS. A rimer or motion detector would also be nice.	kim	schilling	2166 candelero st	santa fe	NM	tthferry@yahoo.com	D2
4/17/21 12:26	Two of the most important qualities of Santa Fe, and New Mexico in general, are (1) being able to see the stars at night with relatively low light interference; and (2) living in a relatively natural environment in which wildlife can thrive without too much nighttime glare from street lighting. Humans can close our shades when the lights are too bright. Birds, mammals and other creatures cannot. Switching to LED lighting saves energy, but lighting that is brighter than necessary is not environmentally friendly. There is great information on this site, but it is slanted toward brighter lumens. It shows a range in which 3000k and 4000K appear to be on the low side, but scientifically, that range is on the high side. Clearly, 2700k is realistic for residential streets, and 3000k-3500k for major roads. Why the push toward unnecessary brightness? I don't believe it's really about safety. Are potential providers trying to maximize potential profit?	Nancy	Peterson	125 W. Coronado Rd.	Santa Fe	NM	nhendersonp@gmail.com	D2
4/17/21 12:01	It is difficult to read street names on the small, worn out street signs even in the daylight and nearly impossible at night. Could a small solar light be attached to the top of the sign, shining down on the street name ?	Judy	Bell	2545 Camino Cabestro	Santa Fe	NM	bellestarr40@gmail.com	D2
4/17/21 11:10	Please keep the lumen measurement low, with higher lumens only at major intersections which have demonstrated safety issues. Thank you for providing full cutoff lighting, with shields to keep light away from homes. While some may wish additional street lighting, my research has shown that keeping light levels low at night is much better not only for our sleep, but for birds and other wildlife who are nocturnal. I very much appreciate the direction this is going.	Ruth	LaNore	115 W. Coronado Road, Apt 1	Santa Fe	NM	kibricat@yahoo.com	D2
4/16/21 18:04	Please change our lights to 2700K or less lumens. We don't need the blue/white hot color temperatures all over our city.	Linda Brown	Brown	706 Camino Militar	Santa Fe	New Mexico	shrinesite@yahoo.com	D2

4/16/21 16:40	I support having the city lights not go over 2700 lumen level. It is totally unnessary and potentially harmful to have city street lights over 2700 lumens...please keep it at 2700 lumens or less!.	MaryAnn Hart	Hart	2513 Camino Espuela	Santa Fe	NM	hartsilver0337@gmail.com	D2
4/16/21 16:30	I favor 2700 lumen lighting	George	Duncan	1249 Camino de Cruz Blanca	Santa Fe	NM	gtduncan@gmail.com	D2
4/16/21 16:04	I have a street light right in front of my house. I love hate it. It's too bright.	JOHN	ALBERTSON	129 W Coronado Rd	Santa Fe	NM	jwa1856@gmail.com	D2
4/16/21 11:13	I support the lowest possible lumen and warmest lighting which meets safety protocols. I always thought Santa Fe was ahead of the times with its Night Sky regulations, but these seem to be falling by the wayside, along with many of the other things that made Santa Fe "the city different". Every year we become more of "the city same."	Michael	O'Neill	157 Calle Ojo Feliz, Unit L	Santa Fe	NM	2020mhon@gmail.com	D2
4/16/21 11:12	I am in favor for warmer light tones (lower Kelvins) as bright white light is not characteristic of our town.	William	Powell	1601 Don Gaspar	Santa Fe	NM	boxcar73@msn.com	D2
4/16/21 3:31	There is a street light at the end of my driveway that shines in my bedroom which is in the front of the house. Many an early morning I can't tell if the sun is rising or if it's the street light. Please keep LED lights out of my neighborhood. 2700 lumens is good enough for me and my neighbors, thank you.	Audrey	Whitesides	122 W Buena Vista St	Santa Fe	NM	dalygub@yahoo.com	D2
4/15/21 17:17	I applaud unreservedly the LED project. However I am deeply unhappy at the prospect of using too-blue LEDs. I strongly urge that you use the lowest Kelvin possible in each location. This is vitally important for quality of life AND a tangible manifestation of the city's commitment to dark skies. Please do not disregard the widely held views of the city's populace.	Paul	Hewitt	132 La Placita Circle	Santa Fe	NM	Livetoad@gmail.com	D2
4/15/21 12:36	The street light on Herradura Rd. is out, middle of the block.	Liz	Levine	2700 Herradura Rd.#D	Santa Fe	NM	mstrioszla@aol.com	D2
4/15/21 12:23	The Santa Fe Canyon is an area of traditional quiet and darkness. Cerro Gordo and Upper Canyon roads are really country roads with little traffic but for residents traveling home. Please please keep the light intensity low. Please consider 2,000 kelvins and put shades on the lights to direct the light downward. If we care about quality of neighborhoods in Santa Fe, please preserve the rural quality of the night in Santa Fe Canyon. Thank you.	Melissa	Savage	1475 Canyon Road	Santa Fe	NM	forests@ucla.edu	D2
4/15/21 10:57	Hello, in order to minimize the impact the new lighting will have on the night sky, the environment and human health, we request that the city: 1) use lower intensity LED lights - in the 2,000 kelvin range in residential areas and no brighter than 2,700 Kelvins on the main thoroughfares; and 2) install full cut off fixtures to fully shield the streetlights so the light won't spread to negatively impact our night skies. Thank you.	JUDITH	GABRIELE	2520 CAMINO CABESTRO	SANTA FE	NM	judegabe@gmail.com	D2
4/15/21 10:17	Wehave several street lights that are currently shining directly into our home. Please consider removal or retrofitting these lights. Two are directly across from each other and duplicate their function without any benifit to the area.	stephen Walker	Walker	204 e santa fe ave	SANTA FE	NM	stephenwalker14@gmail.com	D2
4/15/21 9:38	Lowest Kelvin possible, please. 2000 degrees looks good	SAM	LEVY	116 EAST SAN MATEO RD	SANTA FE	NM	netman@thenetcave.com	D2

4/15/21 0:53	Feedback re Residential and Large roadway lighting design: Please do not use any lighting above 2700K! We love our Santa Fe night skies. I feel safe already. I agree it is energy efficient to convert to LED lighting, however I don't think there is a need for 3000K or above. The NM DOT supports use of 2700K and finds it sufficient. I also appreciate that the lights are dimmable, but still don't see that as an excuse to go to 3000K or above. Thank you so much for accepting my feedback! Sincerely, Alexandra Mayo-Cullen	Alexandra	Mayo-Cullen	2099 Placita De Vida	Santa Fe	New Mexico	amayocullen@gmail.com	D2
4/12/21 22:52	The map for the st michaels location is confusing. The image and text shows the demonstration light at the corner of St Mikes and 5th street, but when you the link for directions, the marker shows it at the ramp from st mikes to southbound st Francis. Which is it? Thanks	Eric	Rounds	839 Don Diego Ave	Santa Fe	New Mexico	rounds.eric@gmail.com	D2

This comment is placed in a separate entry due to length.

Date	Comment	Name	Lastname	Address	City	State	Email	District
5/16/21 13:12	The following is a list of concerns that I request the Governing Body address in the planning of this project. Each issue is followed by questions. I look forward to each of your answers to these questions. 1. PROFESSIONAL LIGHTING CONSULTANT The need for an impartial professional lighting consultant who is not aligned financially with a company who may be contracted to provide the lighting conversion for Santa Fe is essential. QUESTION #1 Prior to contracting with Dalkia Energy Solutions, was a professional lighting consultant selected; if so how can the report be accessed by the public? 2. CRIME & SAFETY: CCT: Correlated Color Temperature A common myth is that high Kelvin fixtures and more light deter crime, but a study conducted by the city of Chicago found a correlation between increased crime and brightly lit alleys. Another study prepared by the U.S. National Institute of Justice concluded: “We can have very little confidence that improved lighting prevents crime.” Glare from bright lights creates shadows where criminals can hide. Crimes such as vandalism and graffiti thrive on brighter lights.” This has already happened at the intersection of Old Pecos Trail and West Zia after the high Kelvin lights were installed by NMDOT. Following installation, new graffiti began appearing at the entrance to the tunnel, some with threatening and offensive messages making me feel less safe in my own neighborhood. All Fixture Seal of Approval (FSA) IDA certified luminaries are REQUIRED to have a CCT of 3000K or less. In an April 12, 2021 email sent to Mayor Webber, each of the City Councilors, the Executive Director of IDA clarified IDA’s position further: “Second, we recommend that most light installations use lamps rated at 2200K CCT or lower, PC-Amber, or filtered LEDs. This includes road and area lighting. “ Not one fixture on the list supplied by Dalkia Energy Solutions meets these recommendations. The choice of warm CCT is essential to protect the historic nature of Santa Fe, and thereby, our tourist based economy. Ambiance is no small matter. It affects the city’s international reputation, our home values, our economic viability, our sense of place and our well-being. It is clear that the community prefers 2000K-2200K in residential areas. Some have even asked that streetlights be removed from their streets. One option would be to have 2700K only at busy intersections of major arteries. Cities that initially, chose higher Kelvin were forced by constituents to do a costly retrofit. Proper planning can avoid this scenario in Santa Fe. The American Medical Association (AMA) research is aligned with the following additional IDA recommendations: “IDA published a report in 2010 detailing the known and suspected hazards of blue-rich white light sources.[i] In the years since, scientific evidence has coalesced around its conclusions. Blue-rich white light sources are known to increase glare and compromise human vision, especially in the aging eye.[ii],[iii] These lights create potential road safety problems for motorists and pedestrians alike. In natural settings, blue light at night has been shown to adversely affect wildlife behavior and reproduction.[iv],[v] This is particularly true in cities, which are often stopover points for migratory species such as birds.”	Diane MacInnes	MacInnes	110 Calle Paisano	SANTA FE	NM	storyscapes@cybermesa.com	D2

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	"Concerns about blue light reach far beyond biology. Outdoor lighting with strong blue content is likely to worsen sky glow because it has a significantly larger geographic reach than lighting consisting of less blue. According to the 2016 "New World Atlas of Artificial Night Sky Brightness" street lighting and outdoor lighting retrofits using 4000-kelvin white LED lamps could result in a factor of 2.5 increase in light pollution.[vi] Given that the rate of increase of lighting as seen from Earth orbit is about 2 percent per year,[vii] it is all the more important to address this problem." QUESTION #2 Since research has shown that blue spectrum CCT does not provide safer streets, in fact it may make them less safe, and the executive director of IDA recommends 2200K or lower, how will the city reassess the initial proposal for lighting at 2700K and above so that a costly retrofit can be avoided, especially in light of overwhelming community opposition? 3. DISTRIBUTION PATTERN is not addressed The dangerous disability glare experienced by drivers, bicyclists and pedestrians at the model sites must be addressed. The fixtures installed for modeling evidently do not have the proper lensing that would improve targeted distribution of light. This is essential for safety. Type II-III lenses would improve the targeted distribution and reduce dangerous glare. Proper lensing will illuminate the street, not the neighborhood, and not be at an angle that is blinding to drivers. QUESTION #3 What steps will be taken to purchase fixtures with proper Type II-III lensing to reduce the glare we experienced at the model sites? 4 LUMEN RATINGS vs. FOOTCANDLES The Lumen Rating on the chart doesn't indicate the actual illumination on the ground. In order to know the illumination on the ground, the city must take footcandle readings at ground level. Footcandles are the most common unit of measure used by lighting professionals to calculate light levels in businesses and outdoor spaces. A footcandle is defined as the illuminance on a one square foot surface from a uniform source of light. The recommended rating for streetlights is 2.0 -0.9 QUESTION #4 What steps will the city take to assess the footcandle ratings of fixtures under consideration for residential streets as well as major thoroughfares and intersections? 5. GLARE & EFFECTIVE SHIELDING High intensity LED light sources scatter light more than traditional lighting. The presence of such bright sources in the periphery of the field of view cause a reduction in visibility as well as discomfort. This disability glare is dangerous to pedestrians, bicyclists, and drivers. It shines into our eyes, constricting our pupils, which diminishes our ability to adapt to low-light conditions. I experienced this when attempting to walk back to my car after viewing the lights on Agua Fria. A driver on Jaguar barely missed a pedestrian at the model site a few nights later. Disability glare is of particular concern to the aging population in Santa Fe. The city has an opportunity now to prevent this. According to research conducted through the American Medical Association:							

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	"Although LED lighting is cost efficient and inherently directional, it paradoxically can lead to worse glare than conventional lighting. This glare can be greatly minimized by proper lighting design and engineering. Glare can be magnified by improper color temperature of the LED, such as blue-rich LED lighting. LEDs are very intense point sources that cause vision discomfort when viewed by the human eye, especially by older drivers. This effect is magnified by higher color temperature LEDs, because blue light scatters more within the human eye, leading to increased disability glare." Recessed LED Emitters with apertures that target the light appropriately to the need must be a requirement for safety reasons. The American Electric Lighting (AEL) advertisement included in Dalkia's recent email discusses glare, indicating that the DualOptix Features are available in only some of their models, but not all. None of their models are less than 2700K. Additional shielding has been suggested to prevent light trespass into people's homes, but such shielding will not address the safety issue posed by excessive glare. Other manufacturers or models need to be considered. I suggest each of you read the article in LED's Magazine about just one possible alternative: https://www.ledsmagazine.com/company-newsfeed/article/14177456/crossroads-led-transforms-street-lighting-with-its-revolutionary-darksky-compliant-astrophile-roadway-lighting-system QUESTION #5 Which of the fixtures that the city is considering, have recessed emitters with apertures that provide effective, targeted lighting, reduce the possibility of disability glare, and will not necessitate additional shielding for light trespass into neighborhoods? How do models discussed in the above article compare to those on Dalkia's proposed list? 6. GLARE & SAFETY: FULL CUT-OFF vs. BUG RATINGS According to the quote in Dalkia's email, the Illuminating Engineering Society (IES) has stated, "the primary purposes of street lighting are to help the motorist identify obstacles, provide adequate visibility of pedestrians and cyclists, and assist in visual search tasks, both on and adjacent to the street." The excessive glare emanating from the fixtures at the model sites appear visually to far exceed recommended BUG ratings. Whether they were 2700K, 3000K or 4000K, they all produced scattered light inconsistent with safety. Indicating that fixtures are "Full Cut Off" on the santafe.dalkiasolutions.com website only tells the public that the lights don't illuminate above the horizontal plane of the fixtures. It doesn't provide the glare rating information necessary to see if the fixtures are dangerous to drivers, cyclists, and pedestrians. Since the Streetlight Manufacturers specification sheet utilizes the BUG rating system, accurate BUG ratings, need to be put on the public website for those who did not receive Dalkia's email. An explanation of the BUG rating on the website would be helpful: The BUG rating indicates the Backlight, Uplight, & Glare rating of any fixture. Fixtures that meet the following ratings are recommended by the IES and the IDA: Backlight=1-2, Uplight=0, Glare=1-2. QUESTION #6 How does the city plan to reduce the excessive glare, which was a feature of the demonstration models? What other, more effective fixtures at lower Kelvins will the city consider that will be an improvement to the models demonstrated and							

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	when will these models be displayed for public engagement? 7. DIMMERS/TIMERS/MOTION SENSING/& NETWORKING There has not been much in the way of details explained about the way the city plans to use these capabilities. The santafe.dalkiasolutions.com website simply states that the fixtures are dimmable. More information is needed. In Dalkia's email, the AES advertisement included discusses, "Dialing in your preference to tailor lighting in a variety of color temperatures to enhance visually comfortable roadway applications," but this supplier does not provide any fixtures below 2700K. AES also states, "To further "dial in" your specific lighting preferences, each Autobahn fixture can have light output adjusted in the field with the FAO adjustable lumen output module option. " These features are intriguing, but if they do not include fixtures with lower CCT ratings, other manufacturers must be considered for Santa Fe. QUESTION # 7 Does the city plan to have all of the streetlights networked and dimmable? Will some have other capabilities such as timers or motion sensors? On which streets or intersections will fixtures be dimmed or turned off during certain hours? Will fixtures be dimmed or lower Kelvin on the part of the street away from the major intersections as demonstrated in the AEL advertisement included in Dalkia's email? Specifically, when, where, and how will these energy saving capabilities be implemented? 8. DEMONSTRATION MODELS I have just received a new email from Dalkia that includes the specifications of the new fixtures at the demonstration model sites. Not one of the new models is below 2700K. Not one site is located in the historic district, which is essential. QUESTION #8 When will the community be presented with models that have been requested that demonstrate 2000-2200K for the public to view? When will models be installed in the historic district so the impact can be assessed? CONCLUSION: As the Community Guided Street Lighting Conversion Project moves forward, we must work together to create efficient, safe, and livable lighting that is compatible with the character of Santa Fe. The letter sent by Dalkia today says there will be a Community Guided Lighting Design Working Group meeting on Tuesday, May 18. Please pass this email on to each of the members of the working group so that these questions will be addressed at that time. Dalkia Energy Solutions has not yet provided options for lower Kelvin fixtures with proper recessed emitters to prevent glare and protect the health and safety of residents as well as the historic nature of Santa Fe. For this reason, I request that on May 26th the Governing Body moves to pause this project until these significant issues are resolved. I appreciate the time and effort everyone involved is investing to create a lasting plan that will significantly improve the quality of life in our city. We have a wonderful opportunity to do this well for the benefit of the whole Santa Fe community.							

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	I look forward to your answers to the specific questions included and to continued improvements over the initial plan before proceeding.							

DISTRICT 2
WEBSITE FORM FEEDBACK
DEMONSTRATIONS

Date	Type	Comment	Name	Lastname	Address	City	State	Email	District
5/13/21 20:39	Demonstration feedback	I went to see all the lighting demonstrations, and I would be very dismayed if the city went forward with these options. I found the lighting to be both way too bright and far too blue (or cold) in tone. Aesthetically they are hideous. I fully support a transition to LED for energy conservation, but I don't agree the lighting should be this bright or this cold. I'd like to see options in warmer, more amber tones. I believe there are LED options that meet these criteria. Please, please, please go back to the drawing board and consider other options. I'd hate to see these horrid lights across our beautiful city. Sincerely, Joe Mayo-Cullen	Joe	Mayo-Cullen	2099 Placita de Vida	Santa Fe	NM	jmayocullen@gmail.com	D2
5/9/21 20:06	Demonstration feedback	I'm resubmitting this because the one I sent before was from my phone and there we too many typos and the meaning of one section was not conveyed because "can't" became "can." I visited Frenchy's Park on Agua Fria and Osage, St Michael's at 5th Street, and Governor Miles road at Camino Carlos Rey. Thought all the lights were too harsh and cold. The residential light was less harsh in intensity but still too cold and bright. I preferred the existing lights at each on of the demonstration sites over the led samples. Can you choose LED's that more closely match the existing light color and intensity? I don't think that should be too challenging as LED's offer lots of different intensities and color ranges. Please, please, please choose a warmer light that more closely matches our existing street lights. Also, I noticed LED'S at Zia and Rodeo Road at Camino Carlos Rey. Those lights are blinding. I could NOT even read the road sign "Rodeo Road." The lights are angled so theY shoot towards the drivers, they aren't aimed straight down. They do provide more light but it's so bright and glaring that I think it's almost more dangerous than having less light. Please do not angle the LED's so they shine in the eyes of drivers. Thank you!	Alexandra	Mayo-Cullen	2099 Placita De Vida	Santa Fe	NM	amayocullen@gmail.com	D2
5/9/21 12:08	Demonstration feedback	We saw the ones at Frenchy's Field. The less brightest ones were the best. Thanks for letting us see and respond to your demonstration!	Frank	Hoffman	1300 Canyon Rd Lot J	Santa Fe	NM	bullhoffy@gmail.com	D2
5/9/21 12:03	Demonstration feedback	Thank you for the opportunity to give our feedback. We visited the Demonstration at Frenchy's Field and found it to be a bit of an improvement over the existing sodium vapor lights across the street, and far superior to the 5000K LED fixtures to the west of the demo. The fixtures that appealed to us the most were the ones to the West of Osage on the North side of Agua Fria Street. The ones that lit the roadway and Frenchy's Field. It seems these were the 2700K bulbs and the output was sufficient for pedestrians, and drivers alike. One recommendation we would give would be to outfit the fixtures with any additional shielding option that was available. The LED lamps are still extremely bright, and with their "dual-main" bulb feature, they still seemed quite "piercing" on the periphery of our fields of vision. Any shielding option that would reduce, or eliminate this would be welcomed, especially for middle aged, and elderly residents with ocular issues and sensitive eyes. So: Thumbs up for 2700K output and ADDED SHIELDING to the fixtures.	Peter	Stephenson	1300 Canyon Rd Lot J	Santa Fe	NM	petestephenson@yahoo.com	D2
5/5/21 18:41	Demonstration feedback	I was very disappointed that there were no 2200 Kelvin lights as part of the demo. I Thdo not understand why you are so wedded to 2700 and up. m demo lights are harsh and unpleasant and there is absolutely no justification for them. Please consider 2200 max lights. I totally understand the need for conversion, but do it right.	Edwina	Lieb	1590 Luisa St	Santa fe	NM	edwina.lieb@gmail.com	D2
5/3/21 23:25	Demonstration feedback	I have visited every location. I found that all colors are perfectly adequate. However because of a wish to minimize light pollution I would advocate for the warmest possible tone, rather than the the blue end of the spectrum. Blue light scatters at a rate of 16x more than light in the red end of the spectrum.	DEBORAH	VAN HECKE	871 Don Cubero Ave	Santa Fe	NM	vanheckedeb@gmail.com	D2

5/2/21 21:01	Demonstration feedback	Thank you for the opportunity to imagine how our city will look once the conversions are complete. My family's priorities are to preserve the most of our city's unique ambiance, to have minimal impacts on the natural environment and to restore opportunities to view our night sky. These goals would not be well met by the proposed conversions. I was struck first by the unpleasant brightness (lumens) of all the new lights. Second, I was very disappointed in the whiteness of both types of lights. Please consider DIMMING these lights to the extent consistent with public safety and please consider LOWERING the Kelvin temperature to the range of 2700 K. Thanks so much.	Fen	Sartorius	1430 Miracerros Loop South	Santa Fe	NM	fensartorius@gmail.com	D2
5/1/21 13:53	Demonstration feedback	We finally got a chance to see the "demonstrations" at St. Michael's Drive and Frenchy's Field last night. Very disappointed that there appeared to be only 2 options at each site, neither was labelled and both were way too "cool". If this is supposed to be a real demonstration looking for true community input, why not have a true range of options from real warm white on u the Kelvin scale??? I am assuming the 2 options on display are the 3000 and 4000 K units you are pushing. Give us a fuller range please!! Just comparing the demonstration lights to the existing older street lights in the area there is no comparison: the older ones are much less glaring. I am afraid Dalkia/the City has an agenda that they are going to go through with no matter what the public says. Very disappointed.	Jack	Huberman	28 General Sage Drive	Santa Fe	NM	basinview1@gmail.com	D2
4/28/21 16:58	Demonstration feedback	I applaud the idea of replacing our streetlights with downward-directed LED's! But, you did not include the most wildlife-friendly 2000 K LED's in the demonstration! Fortunately, The Santa Fe New Mexican has installed wildlife-friendly, low-color-temperature LED parking-lot lighting at their Printing Plant. I saw those, as well as the ones at Frenchy's Field. I much prefer the 2000 K lights at The New Mexican because of their many benefits. Many migratory birds navigate by the stars and will become lost if they cannot find them. Other animals depend upon the night to feed and care for their young. Many birds and insects depend on natural blue-indigo-violet light for their vision and are blinded or disoriented by artificial lights that are excessively bright in these colors. The Illuminating Engineering Society says light color temperature can be chosen for environmental benefits without compromising traffic or pedestrian safety. Light at night that is brighter than necessary disturbs the balance of nature. Lighting that is excessively "blue" disturbs the balance of nature. Lighting where it is not needed, when it is not needed, and how it is not needed disturbs the balance of nature. Responsible lighting: lighting with a purpose, no brighter than necessary, only where necessary, only when necessary, and as low temperature as is possible, protects our health and the health of all of creation – plant and animal – that we share New Mexico with. Additionally, I object to the plan to put even higher-color-temperature LED fixtures along St. Francis Drive, despite the fact that the NM Department of Transportation has said this is not necessary. To make the best use of the best available information on street lighting for safety, Santa Fe should hire a Professional Engineer, or Engineering Consultancy, that is expert in street lighting and sensitive to the needs and wishes of city residents.	Ellen Ackerman	Ackerman	730 Columbia St.	Santa Fe	NM	pelican730f@gmail.com	D2
4/23/21 22:53	Demonstration feedback	Frenchys Field 6 brigh 5 less bright 4 bright 2 less bright 1 less bright Too much ambient light so the test lights look very much alike. In general, 5, 2, 1 are preferable. However, I would prefer to have only 1/3 of the current number of street lights in our Candelight neighborhood.	Sterling	Grogan	2138 Candelero St	Santa Fe	NM	sterling.grogan@gmail.com	D2

4/23/21 22:35	Demonstration feedback	Low Light / Too Bright Scale: 1-5 Lightning Coverage 6-10 Light Number- #6: 2 8 #3: 1 9 #1: 1 6	Santana	Salazar	1470 Upper Canyon Rd.	Santa Fe	NM	santanalsalazar@gmail.com	D2
4/23/21 22:24	Demonstration feedback	Frenchy's field site: Preference order is #2, then #6. Everything else is lower preference. #6 seems fine #5 is way too bright. #4 is also too bright. #3 is bright but a better color temperature. #2 has a better defined pool of light than others. #1 is too bright.	Brian	Braa	620B Martinez Lane	Santa Fe	NM	biker999@mac.com	D2
4/21/21 22:35	Demonstration feedback	tonight Wednesday, April 21 I went to Saint Michaels to check out the demonstration lights. I was unable to find the location although I did notice that several fixtures were apparently iff-- Perhaps they are being converted?Am I mistaken that the unmanned sites have already been switched to the new lights? I'd like to know when I could go see them and I'd love to have more precise information as to exactly where they're located. I also noticed that a more serious problem with light pollution on Saint Michael seems to be the new and used car lots. if our goal is to decrease light pollution, because perhaps there could be city assistance with converting those light fixtures to lower intensity and warmer lights as well. I am sitting in my car writing this message, and it appears that the light is the Nissan lot may have just Jim, which would've been at 8:30. They look better now but they are still extremely bright and blue white. I have one question. I live near Atalaya elementary school and I do believe that the light fixtures that illuminate that parking lot at night are pretty low intensity and warm tones. I don't believe the school needs to have them all on all night, but I do believe they would be reasonable intensity and color if they could be used in other areas. Can you tell me what fixtures illuminate that parking lot – that is how many kelvins and what color?	jean	hinlicky	631 camino de la luz	santa fe	nm	Jean.hinlicky@gmail.com	D2

This comment had to be placed in a separate entry due to length.

Date	Type	Comment	Name	Lastname	Address	City	State	Email	District
4/24/21 10:27	Demonstration Feedback	I visited Frenchy's Field, St. Michael's and Governor Miles/Camino Carlos Rey. My overwhelming response was that these new fixtures have INTENSE glare, such that when walking, I had to cover my eyes. I think they are pretty awful and hope that the fixture design can change. I wish the actual bulbs were not visible from both near and far, and wish that a shade could be placed to direct the light downward and not out. This was particularly notable at Frenchy's Field, and light was dspersed from the fixtures all the way across the street in every case. 1. Governor Miles--I was comfortable with the intensity of the lighting in this location. It is residential and I have no complaints other than I wish we could add a small shade to reduce glare. I did not discern differences in color. Also I did not get out and walk here because I was alone, so my impressions came from several passes in a car. The road had no other cars and I felt it was totally adequately lighted. 2. St. Michael's--I did not get out and walk here, and so had a problem identifying the specific fixtures. I did drive back and forth several times. The existence of three overly bright bulbs helped me identify which fixtures were part of the demonstration. However, with all the other light around, I had a hard time assessing color and intensity. St. Michael's is fine now wrt light--easy to drive at night. It does not require brighter stronger fixtures. Frankly, I greatly prefer the old fixtures--they had far less glare but provide excellent lighting. 3. Frenchy's Field. I was appalled by the horrible lighting that these new fixtures provided. The three overly intense bulbs in each fixture were visible from hundreds of feet down the road. It was easy to discern where the new fixtures stopped and the old ones began (on the south side.) While I do not like the blue-white light of the old fixtures, they were far less glary and yet provided excellent coverage of the street. I could not walk down this particular street without shading my eyes, and simply hated it. I am very glad I don't live there. One fixture casts light completely across the wide road and also illuminatecd the backyards of the houses across the street. This is simply not necessary for lighting a road. I realize there are federal standards that we have to follow for safely, liability and other reasons. But this lighting design (at least for Local and Main roads) is horrible, intrusive, annoying and thwarts personal privacy. You would need blackout shades in the houses along this road to sleep at night. I spoke to several people at Frenchy's Field, and the one word that kept coming up was ""glare!~"" And at least one other person specifically said he preferred the old fixtures--didn't light the color of blue-white but felt that the light wss way less intrusive. We all had the same impression. I want to state that I did notice that some fixtures seemed more intensely glary than others althought I didn't write these down. But I could not easily discern differences	Jean	Hinlicky	631 Camino de la Luz	Santa Fe	NM	jean.hinlicky@gmail.com	D2

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		in color. Or at least I could not separate that out from the intense glare. Part of this may have been because the demonstration site was set up in an area that had lots of other competing lighting for the park, and that interfered with assessment of the the streetlights themselves. Also it seems to me that different streets have streeetlights at different heights. Frenchy's Field light seemed unusually high to me and maybe that is why the light is dispersed so far outward. I have no idea if this is correct or not--but it was my impression. GENERAL: I suspect that much of the problem is due to the design of the fixtures themselves., which does not seem to be well thought out. Three large bulbs, unshaded, with light extending visibly out in all directions is unattractive, wasteful, light-polluting and destructive of the natural environment. I am certain that fixture design could be tweaked to improve the glare and the outward extension of the light. You really should not be able to see these lights from hundreds of feet away. I do not see why we need car lights if we are driving in daylight at night. Also, LED lighting is overly intenses and glary in my opinion, which is why I have not converted my home, We need lighting but it should be softer, as warm as posible, and does not needto and should not extend so far outward from the fixture. My understand of dark sky lighting was that it was supposed to direct light downward, not out. These fixtures do NOT do that. I do not see why our streets must be lighted to daytime brightness. I think there has been a huge mistake in the lighting in this particular area. I makes me crazy to think that all LOCAL roads would be lighted to this intensity. I really feel sorry for the people who live here because it is as though you have no nighttime. Is there any plan for dimming in this area and on other local roads? I watched carefully as I drove home (I live near Atalaya Elementary School and St. John's.) I suspect that the roads from St. Michael's up to Old Santa Fe Trail nd Cruz Blanca will all be deemed local. If so and they are lighted like Frenchy's Field the neighborhood will be completey ruined. The lights already on these roads are plenty bright, it is easy to see (even with cataracts that make my nightime vision more difficult.) Please note that Atalaya Elementary had all its parking lots on at 8:00 and still at 9:30 when I returned . Rio Grnde had lights on at 8 but they seemed dimmed at 9:30. Santa Fe Prep did not have parking lights on. I think we need clear protocols (and enforcement) for overlighting at public and private buildings. The car dealerships on St Michael's were other horrible offenders. Overall, I would say that the residential lighting at Governor Miles is fine but the Local and Main road lighting needs lots of improvement to avoid intrusion in our							

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		communities. GLARE is the big problem, as well as dispersion of light over too large of an area and the visibility of these fixtures from far away. I know your are all working hard to do this conversion the right way. But I do NOT think we are ready to commit to this current plan, and am worried that business contracts may be getting in the way of what is best for our city. I fervently hope that we can make some changes to avoid overlighting and light pollution. thanks for reading this.							

DISTRICT 3
WEBSITE FORM FEEDBACK
PROJECT

Date	Comment	Name	Lastname	Address	City	State	Email	District
5/18/21 16:06	Light shields In addition to ‘up-light’, the shielding must also address light spilling horizontally and at a downward angle into the windows of residences all around the light. The document Streetlight Demonstration FAQ assures the reader that the proposed fixtures have a guarantee of 0% 'up-light'. It’s a good thing to have fixtures that will not disturb the birds flying overhead, and your website shows photos of the difference this can make when viewing a city from above the elevation of the street lights. However, all of the humans and other creatures in the area are BELOW the elevation of the street lights and can be significantly impacted by what the document refers to as ‘back light', and 'forward light'. While it is important to light the streets and sidewalks, it is equally important to not pour light pollution into people’s homes. The fixtures on Jaguar, for example, pour significant amount of light sideways and far beyond the street and sidewalks. I walked a long block away (across the Tierra Contenta ‘Plaza’, a very large mostly empty parcel) and even from that distance the new lights were significantly brighter (in addition to bluer) than the existing lights. In addition, the light distribution spills out sideways in all directions, not just towards the school behind the fixture, so the little back shield mentioned on this website isn’t enough. Adequate, directed shielding around ALL the edges of the fixture would not only reduce the light pollution to humans, it could also increase the efficiency of the light fixture by directing light to where it actually needs to go. Under your tab ‘Cut Off’, you acknowledge that such shielding would be 'best', but the lights on Jaguar fit the ‘better’ illustration. Brightness Unless there is evidence that the current brightness of street lights contributes to higher crime or accidents, there is no reason to increase the brightness of street lights in Santa Fe. To paraphrase, if it ain’t broke, please don’t break it. To the extent that an intersection or major road needs more light for public safety, of course. But that's unlikely to be the case on local streets and residential roadways, and the light pollution experienced by people who live on both of those categories of road needs to considered. Color While energy efficiency is a good thing, it must be balanced with the other needs of this city. Aesthetically, the brightness and bluish tint of the proposed lights would turn the charming, folksy, tourist-magnet character of Santa Fe nightscapes into the cold blaze of a Walmart parking lot. It would not be good for business, and it would not be as pleasant a place in which to live. In fact, having the lead photo on this website show Santa Fe lit with warm yellow light appears to be an acknowledgement of this effect.	lany	weaver	5940 camino san carlos	santa fe	nm	lanyeila@gmail.com	D3
4/25/21 9:26	Please do not use lighting over 2200! The beautiful night does are what draws many of us here. Installing over-bright lights in residential areas will not only disturb out beloved nature, but will eventually cause the residents to band together to demand their removal. The result will be even more cost to the City and embarrassment for those who make decisions against community input.	Steve	Stanley	7132 Sereno Loop	Santa Fe	NM	PS. allemail@yahoo.com	D3

4/25/21 9:23	Please do not use lighting over 2200! The beautiful night does are what draws many of us here. Installing over-bright lights in residential areas will not only disturb out beloved nature, but will eventually cause the residents to band together to demand their removal. The result will be even more cost to the City and embarrassment for those who make decisions against community input. At the very least, more time should be given for community input and additional demonstration dates planned.	Pam	Stanley	7132 Sereno Loop	Santa Fe	NM	PS. allemail@yahoo.com	D3
4/18/21 15:21	I have concerns that more lighting than is necessary will be used in my area of Barrio La Canada. I am hoping that street lights will be less invasive.	Kristin	Rowley	1619 Vuelta Place	Santa Fe	NM	kristinrowley@msn.com	D3
4/16/21 20:29	I support LED but not as bright as is being proposed. Protect our night sky.	rahima	Schmall	4362 village	Santa fe	Nm	rahima236@gmail.com	D3

DISTRICT 3
WEBSITE FORM FEEDBACK
DEMONSTRATIONS

Date	Type	Comment	Name	Lastname	Address	City	State	Email	District
5/6/21 0:05	Demonstration feedback	My wife and I viewed the Jaguar Drive demo lights tonight. Our impressions are that these LED lights are too bright and much harsher than the existing sodium vapor lights. If these light were placed in the street light on the corner of our property, we would take legal action against the city for light pollution. Any windows facing the street light, bed rooms especially, will need black-out curtains to insure people sleeping there could enjoy a modicum of darkness. I wish I had a light meter as there is significant brightness, i.e. higher lumens, under the LED lights than under the sodium vapor lights. Driving on streets with these harsher and brighter lights will force many drivers to squint to avoid the glare. This is not what drivers should do at night. These may be okay for the Interstate highways, but NOT for city streets. Do NOT install these light as demonstrated. Lower the brightness to the same level as the sodium vapor lights. Do NOT subject Santa Fe residents to an unpleasant environment.	Mark	Hazlewood	5921 Camino Azul	Santa Fe	NM	mark@munwood.us	D3

DISTRICT 4
WEBSITE FORM FEEDBACK
PROJECT

Date	Comment	Name	Lastname	Address	City	State	Email	District
5/8/21 12:02	Regarding too much light on Camino Carlos Rey between Rodeo Road and Governor Miles Road, Santa Fe NM This approximately 1/2 mile stretch of residential roadway has 14 street lights. There are only three intersections: Plaza Blanca, Plaza Verde and Cliff Palace. There is virtually no pedestrian or bicycle traffic after dark. If street lights are needed for safety at intersections, then the other 11 street lights seem only to serve as illumination of residential backyards. This an excellent street section to not only change the nature of the lighting, but also to decrease the number of lamps added to the light pollution.	James	Kozak	2998 Calle Cerrada	Santa Fe	NM	kozaks2@comcast.net	D4
5/8/21 11:20	Our lot in Via Caballero subdivision backs to Camino Carlos Rey. The lights are too close together and give off too much light. We cannot see stars from our portal or sides of our house. It's just too much infrastructure for this small road. Reducing light intensity or reducing the number of poles would be wonderful. Thank you for having this study and we hope that something can be done to reduce the light pollution.	Lynne	Kozak	2998 CAlle Cerrada	Santa Fe	New Mexico	kozaks2@comcast.net	D4
5/6/21 16:03	I strongly support the 2000 kelvins option for both residential and large roadway lighting to help maintain dark skies and avoid urban glare.	David Doty	Doty	2751 Via Caballero Del Sur	Santa Fe	NM	dbd@dbdoty.com	D4
5/4/21 11:23	Having lived in Santa Fe over 40 years I am concerned about the state of our night skies. Please adopt the lowest kelvin level that will provide safety while protecting ambience and health.	Rosemary	Thompson	2912 Plaza Blanca	Santa Fe	NM	rosemary2912@comcast.net	D4
4/29/21 10:40	This is certainly not something I feel I know much about, but I certainly feel strongly about it. I believe that the night sky darkness is a huge asset to our living experience here in Santa Fe. It draws people here, everyone loves and appreciates the ability to see stars and clouds at night. It makes people want to visit us and want to LIVE here because it is so special and spectacular. It is a jewel that our city owns. For any lighting to interfere with that very unique ambiance we are so blessed to have would be a tragic mistake for our city. Not to mention the effects on our precious wildlife. PLEASE, I urge this council to make the right decision to protect this beautiful experience so we can all continue to enjoy the beauty and nature to it's fullest degree. I have been a resident of Santa Fe for 20 years and I look up at the night sky every single night and thank God that I am lucky enough to live here. I know the vast majority of our community feel the same way.	Marcia	Dew	2520 Avenida De Isidro	Santa Fe	NM	marcialdew@comcast.net	D4
4/25/21 16:23	We have lived for fifteen years on Vista Del Sol off Jaguar Drive on a cul-de-sac. This change to a more energy efficient and dark night sky friendly system is very good news. We recommend residential street lights on side/lesser streets to operate on a dimmed setting and to brighten on a motion detection basis rather than constantly running at full power. Our main streetlight was motion activated and then switched to an always fully on version, which has brought distress to local wildlife in the air and the lower arroyo. As well as to our sleep patterns and connection to the night sky. We also vote for the warmest available color tones.	Timothy	McLaughlin	4772 Vista Del Sol	Santa Fe	NM	timothy@praisingearth.org	D4
4/25/21 15:27	I am very much in favor of the lower (warmer) kelvin range of light that serves public safety while not threatening the ambiance of our neighborhoods.	Mark	Corey	3242 La Avenida De San Marcos	Santa Fe	NM	bakercorey86@gmail.com	D4
4/23/21 18:21	1) When were the lighting specifications created for this project? 2) Who drafted these specifications? Did Dalkia participate in this process? 3) Why aren't lights with CCT less than 2700K being considered?	Ollie	Eisman	3600 Cerrillos Rd. #1006A	Santa Fe	NM	ollie@ollietech.com	D4

4/23/21 15:02	How was the determination made to use 3000K and 2700K lighting for this effort? Thank you	Henry	Johnson	2928 Corte del Becerro	SANTA FE	NM	henrywjohnson@comcast.net	D4
4/20/21 15:25	Hello, Are you going to keep the lumens to 2700 or less in the LED Conversion Project? Are you keeping the color temperature on the low side?	Iris	Toledo	1320 Corrida de Agua	Santa Fe	NM	irissfnm@aol.com	D4
4/17/21 17:46	Delighted the city has taken this project on! Warm LED lights, pointing down toward the roadway will be perfect.	Sally	Blakemore	3012 Siringo Rondo South	Santa Fe	NM	artyprojects@cybermesa.com	D4
4/17/21 16:11	Please don't go above 2700 lumens for the new lights. No one has been enforcing the Dark Skies law anywhere in this county. It's time to do something about it. This will forever change the face of our night city and should be considered very carefully. Too often, no one is a the helm when these changes take place. We have no need of 4000 lumens or even 3000 on city streets. The lights on the new Diamond Interchange on I-25 is horrible. My view toward the city from my bedroom window is marred by new lightening all along the end of Cerrillos Rd. Now you are threatening to light up the whole horizon with these horrible blue lights. They pierce through even the thickest window curtains and shine through the cracks. The photos of L.A. at night don't compare since one has cloud cover and one doesn't. These lights will not improve the reflection off clouds or improve our city streets. Sure, we're all for saving energy, but not at the expense of out Dark Skies.	Adriene	Riddle	2900 Pueblo Halona	Santa Fe	NM	gabron@aol.com	D4
4/16/21 0:47	I completely support the effort towards responsible and effective lighting that leaves the pristine NM skies dark and blissful. Thank you and so good economically and environmentally as well. I pledge to do my part.	Charles	Streeper	3228 La Avenida de San Marcos	Santa Fe	New Mexico	jihiro@yahoo.com	D4
4/15/21 15:19	Regarding the color temperature of the new street lighting - there would be an advantage to choosing lighting that is as close to 5000K (nominally daylight) as possible if it is cost-effective. This color temperature will provide for accurate rendering of any subjects captured by various camera sources including surveillance or color video or still imaging. I do not know what was chosen for the demonstration projects, but I will attempt to find out.	Henry	Johnson	2928 Corte del Becerro	SANTA FE	NM	henrywjohnson@comcast.net	D4
4/15/21 12:48	Its about time Santa fe got with the program	Danny	King	2266 Calle Pulido	Santa Fe	nm	army19ranger82@aol.com	D4

DISTRICT 4
WEBSITE FORM FEEDBACK
DEMONSTRATIONS

Date	Type	Comment	Name	Lastname	Address	City	State	Email	District
5/17/21 17:58	Demonstration feedback	I live a few hundred yards from the demonstration area on Governor Miles Road and find that it provides brighter and better defined lighting for the width of the roadway. It also recesses the bulbs and allows less light to be scattered into nearby yards, a major improvement over the other style of bulb which was often obscured by cloudy plastic lenses that were often cloudy or broken. Moreover, the city should not delay in making this conversion. It has already conceded by entertaining the idea of using 300 kelvin bulbs in major arterials. LEDs are an improvement in every sense: energy consumption, directionality, lifespan, and ease of replacement. The current technology used is on the verge of obsolescence.	Robert	Morlino	2909 PUEBLO PINTADO	SANTA FE	NM	robm1688@gmail.com	D4
5/16/21 9:19	Demonstration feedback	We live on Camino Carlos Rey with an old style street light very close to our house. We had to put black out curtains in our house due to the intense amount of light coming into our house. So, we welcome a technology that will more focus the light on the street and sidewalk. We have looked at the new lights on Governor Miles Road. While they seem to be much better at focusing the light with less scatter, the intensity of the bright white light is disturbing. We would like to see a more amber hue. I am certain that there are LED lights that are less intense. I put LED's in my 5th wheel when they first came out. It turned they were of the type that gave off a very intense bright white light that was very annoying. Fortunately, I was able to replace them with ones of a more amber hue. These work very well.	Cameron	Graham	2839 Plaza Amarilla	Santa Fe	NM	crgraham65@gmail.com	D4
5/12/21 21:37	Demonstration feedback	These are much nicer then the sodium bulbs and if it means less energy to operate and less maintenance cost I am all for them. Thank you for the demo installation it helped confirm these are a better option.	Stephen	Gunther	2812 Camino principe	Santa fe	Nm	kansaskid@gmail.com	D4

SANTA FE COUNTY
WEBSITE FORM FEEDBACK
PROJECT

Date	Comment	Name	Lastname	Address	City	State	Email	District
5/19/21 22:40	If Plan C (using 2200 deg K LEDs) is not a currently viable lighting-technology option, can Plan E be implemented now, and in the future, 2200 deg K LEDs be retrofit in the proposed Plan E fixtures?	Antony	Aspland	7 W Hondo Vis	Santa Fe	New Mexico	taspland@csd.net	SANTA FE COUNTY
5/16/21 17:34	Hello - are there plans to address street lights within Santa Fe County but out of the city?? I live in Chupadero. PNM installed street lights which are scattered around the valley and they cause significant light pollution in my opinion. How do I bring this up for consideration??	Aarin	Richard	65B Camion Chupadero	Santa Fe	NM	ajr.sfu@gmail.com	SANTA FE COUNTY
5/11/21 14:19	Why isn't 2200 deg K lighting being considered, and where is the shielding to reduce stray light?	Antony	Aspland	7 W Hondo Vis	Santa Fe	NM	taspland@csd.net	SANTA FE COUNTY
4/30/21 23:11	No American companies available eh? #Greenwash	Media	Monarchy	PO Box 22486	Santa Fe	New Mexico	james@mediamonarchy.com	SANTA FE COUNTY

4/29/21 21:51	Although I live in the County, I have been horrified by the increase in light pollution within both Santa Fe City and the county since I moved here in 2011. I can no longer see the Milky Way from my home in Rancho Viejo. When in the mountains there is such a strong glow from the city, I become confused thinking is that Albuquerque? The mall parking lot on Rodeo and the redo of the exchange at Cerrillos and rte 25—both, have had horrific and detrimental effects...and those are just to name a few examples. The bright floodlight approach is even worse than when I lived in the middle of NYC! It's completely unnecessary. I was under the impression that those living in Santa Fe, and New Mexico at large, are concerned and responsible about preserving the dark skies in this state. Other examples are— the super loud bright sign for The Pantry 2 on Richards, as well as the Churches on Richards, in particular the one near the Community College. I watch in horror as the problem only increases and I feel hopeless, particularly with the ongoing urban spread of housing in every direction will only worsen the problem as well. There are numerous homes with flood lights shining in all directions and HOA's that won't enforce the light pollution clauses in their covenants because the county and city don't back them up. I respect that there are definitely resource challenges, particularly during COVID, to police this abhorrent disrespect of nature and of our ignorant or selfish neighbors, but I truly hope that finally now attention can be brought to this issue and these people (businesses and individual homeowners) can be educated, controlled, and we can reverse and control this pollution. I also even find the lights emergency vehicles use to be dangerous. They have become so bright, I cannot find my way around them easily, as well as while doing so I find myself on the verge of some sort of seizure due to the bright flashing. It seems it's almost a contest as to who can have the brightest and flashiest lights. It is not necessary, even in emergencies to have this level of brightness and flashing. The very frightening thing to me is the approval to use increased kelvins level of lights in the city retrofit. First, let me say I am supportive of this endeavor to switch over to LED lighting as it saves energy, but it need not be so bright nore must it blue light. Blue light negatively affects nature and generally creates a glare that impedes one's ability to see. The scatter is greater, even if pointed down. It is unnecessary. Humans need to live with Nature—we are part of Nature. If we are not harmonious with it or work against it, we will all eventually lose. I implore you to please consider my comments before making a decision.	Rachel	Wixom	2 Whitewater Ct	Santa Fe	NM	xwixom@gmail.com	SANTA FE COUNTY

4/27/21 17:09	I am extremely disappointed that the city of Santa Fe is not including the most wildlife-friendly LEDs in the current demonstration project. The 2000 K fixtures should have been included in the City's demonstration and considered in the overall plan to change to LED lighting. The Santa Fe New Mexican has installed wildlife-friendly, low-color-temperature LED parking-lot lighting at their Printing Plant at 1 Santa Fe New Mexican Plaza. I strongly urge the use of these lights rather than those currently planned. It is not enough, and given the effects of climate change on wildlife, to switch to LED lights without fully taking into account the impact of LED lights on wildlife. I am strongly opposed to the use of even higher-color-temperature LED fixtures along St. Francis Drive and request that the recommendations provided by the NM Department of Transportation be followed. I applaud the switch to LED lighting, but do it smartly and with a full understanding of the larger environmental impacts on wildlife. Thank you for considering my comments.	Toni	Carrell	39 Condesa Road	Santa FE	NM	tlcarrell@shipsofdiscovery.org	SANTA FE COUNTY
4/27/21 16:47	We urge you to consider and install the 2000 LED lights that are best for the health of all creatures and that of the planet. The alternatives suggested fail to meet these standards.	Martha and Ken	Simonsen	28 Verano Loop	Santa Fe	NM	martha.simonsrn@yahoo.com	SANTA FE COUNTY
4/26/21 12:43	As a resident of New Mexico and a retired lighting engineer and designer(member IIESNA), I wanted to express my desire that the city of Santa Fe would look closely at the public lighting being allowed as we experience the emergence of LED fixtures and our planning committees often lack of ability to relate the old formulas to the new LED technology. This sometimes leads to them being influenced by those with the most to gain by providing often times the least effective fixtures - the suppliers. I urge the city to look carefully and consider the process and even possibly replacing some of the new fixtures, as those on the Cerrillos corridor as it intersects I-25. Let's keep[our night skies.	Richard	Neel	77 Via Orilla Dorado	Santa Fe	NM	rnidesign@aol.com	SANTA FE COUNTY
4/25/21 16:24	Mayor Adopt the lowest kelvin level that will enable night time safety while protecting out city's ambiance and out citizens health and protecting out night skies. Laraine Ferguson	Laraine	Ferguson	13 Condesa Rd	Santa Fe	NM	phebething@yahoo.com	SANTA FE COUNTY
4/25/21 12:03	After living near night training military camps (Camps Bullis and Stanley, Bexar County, Texas), I can attest to the fact that brighter lights only provide light pollution, not safety. The camps constantly request developers to restrict overbright lighting, which can endanger their training missions. Please tailor lighting to zoning, and avoid over bright light pollution.	Carolyn	Brown	44 G Lodge Circle	Santa Fe	NM	ccbrown29616@gmail.com	SANTA FE COUNTY
4/25/21 10:29	The sky, el Cielo is New Mexico's claim to fame. PLEASE help keep it beautiful, both day and night. Keep our street night lights at 3,000 kelvin range or less where possible. You are Santa Fe's stewards of the future.	Charles	Brown	44G Lodge Circle	Santa Fe	New Mexico	ccbrown29616@gmail.com	SANTA FE COUNTY
4/23/21 11:37	I look forward to visiting a demonstration site tonight. I appreciate the discussion of considerations on the web site and continue to think that, other factors considered, lower CCT is better than higher. My principle interest is in dark sky preservation. I'm encouraged by your statement that the city will seek Dark Sky designation. Who, at the International Dark-Sky Association, have you contacted about this?	Brian	Hagenbuch	76 Graythorn Drive	Santa Fe	NM	bhagenbuch@mac.com	SANTA FE COUNTY

4/22/21 21:36	From what I have read, the proposed LED lighting will be much too bright. I urge you to provide only downward directed street lighting and substantially reduce the intensity of lighting. I want Santa Fe and New Mexico to protect the environment for our birds, bees, and animals as well as reduce the glare for us humans. In advance, thank you for your consideration.	Paulette	Johnston	P.O. Box 264	Santa Fe	NM	pjohnston11@comcast.net	SANTA FE COUNTY
4/22/21 11:43	First, the AMA supports a “proper conversion to community based Light Emitting Diode (LED) lighting, which reduces energy consumption and decreases the use of fossil fuels.” Second, the AMA “encourage[s] minimizing and controlling blue-rich environmental lighting by using the lowest emission of blue light possible to reduce glare.” Third, the AMA “encourage[s] the use of 3000K or lower lighting for outdoor installations such as roadways. All LED lighting should be properly shielded to minimize glare and detrimental human and environmental effects, and consideration should be given to utilize the ability of LED lighting to be dimmed for off-peak time periods.”	Jon	Block	138 Verano Loop	Santa Fe	NM	jblock41@gmail.com	SANTA FE COUNTY
4/22/21 10:32	You really need to be mindful of the lumen studies, priority being to keep (improve) our dark skies of New Mexico. We don't need, anywhere, 4000 lumens and above.	William	Hill III	14 Pollito Road	Santa Fe	New Mexico	rockabillyhill@hotmail.com	SANTA FE COUNTY
4/20/21 14:22	Keep lights low brightness too. They are already too bright coming from cerrillos. I can see them 10 Miles away brightly on old Las Vegas highway	Helen K.	Garber	28 Likely Road	Santa Fe	NM	mail@helenkgarber.com	SANTA FE COUNTY
4/20/21 12:57	How long will the demonstration sites be available for viewing after April 23rd?	Charles	Louis	1 Ensenada Drive, Santa Fe, NM, USA	Santa Fe	New Mexico	cmlouisusa@yahoo.com	SANTA FE COUNTY
4/20/21 10:35	As someone who grew up in Santa Fe and is still living here 40+ years later, I'd like to voice my appreciation for the switch to LED lighting. As a star lover and amateur astrophotographer, any effort to minimize light pollution is welcome. However, please make sure to install warm (3000 K) yellowish lights. For thousands of generations, humans have exclusively used warm sources of fire (torches, candles, lamps) to extend the hours of light afforded to us by the sun. We are biologically wired to experience warm infrared-leaning light as lovely and comfortable nighttime light. When bluish 5000K+ light is introduced into our night, we intuitively experience that light as being cold and alien. I don't have anything against 5000K+ light in principle. If you're painting or photographing during the day, it's great to have light that illuminates colors just like the sun. But at nighttime, our old ape-brains will benefit from that old fashioned warm light and its comforting glow.	Canton	Becker	65 Cibola Cir	Santa Fe	NM	canton@gmail.com	SANTA FE COUNTY

4/19/21 14:34	Although the City of Santa Fe has NOT engaged with the International Dark-Sky Association (as previously asserted) it is vital that the newly formed steering committee and members of the City Council rigidly adhere to the IDA guidelines and use only 2700k led lamps with light amber coloration throughout this conversion project. The New Mexico DOT approves of this light level, and there is NO Federal Mandate for 4000k, also incorrectly asserted by city officials. It only takes a few moments looking south/southwest after dark to see the huge light halo that Albuquerque projects into the region. It is imperative that we do not follow this example and obliterate a truly precious and fragile natural resource. Santa Fe only has to get this right once, or live with the consequences for years to come. Please come to a decision that will provide sufficient lighting for public safety and preserve the amazing night skies of our community.	Charles	Louis	1 Ensenada Drive, Santa Fe, NM, USA	Santa Fe	New Mexico	cmlouisusa@yahoo.com	SANTA FE COUNTY
4/19/21 10:47	Thank you for seeking public input on this important matter that will affect Santa Fe and its surrounding communities for decades to come. I support efforts that promote safety and security, while simultaneously improving the quality of the night sky. In the spirit of the Santa Fe leadership's interest in becoming a Dark Sky Community, at a minimum, please meet the guidelines put forth by the International Dark Sky Association. They provide sufficient lighting for safety and security and would constitute an improvement in our night sky, which is a valuable community asset. Your constituents, your neighbors, and local plants and wildlife will all benefit from this outcome.	Eric	Saltmarsh	18 TARRO RD	SANTA FE	NM	ericsaltmarsh@gmail.com	SANTA FE COUNTY
4/17/21 21:47	I think it is great that there is an effort to upgrade streetlights to LEDs. It is both prudent and reflects toughtful long-term thinking. But given the huge impacts that fires, climate change, and drought is having on birds and biodiversity in general, I think it is only prudent that the temperature of the lights should be as warm as feasible.	Philippe S S Cohen	Cohen	22 Condesa Road	Santa Fe	NM	philippe.cohen@stanford.edu	SANTA FE COUNTY
4/17/21 10:42	Kelvin ratings of 2200 for residential areas and up to 2700K for main arteries with dimming capability after 10PM and preventing light trespass (unnecessary light where it is not needed).	David	Noble	30 Calle Carla	Santa Fe	NM	dgnoble@nets.com	SANTA FE COUNTY
4/17/21 10:41	I support the following level of street lighting---Kelvin ratings of 2200 for residential areas and up to 2700K for main arteries with dimming capability after 10PM and preventing light trespass (unnecessary light where it is not needed).	David	Noble	30 Calle Carla	Santa Fe	NM	dgnoble@nets.com	SANTA FE COUNTY
4/17/21 10:13	Strongly favor 2700k or less LEDs with lenses/shielding to prevent spill. Headlights already provide the 3000k-4000k light needed for increased definition at intersections, etc..	Gordon	Lyon	40 Canyon Hill Ln.	Santa Fe	NM	gordonlyon1@gmail.com	SANTA FE COUNTY
4/17/21 10:08	I want to keep the lumens low... 2700 is high enough. No more. Thank you.	Timothy	Pauketat	39 Verano Loop	Santa Fe	NM	pauketat2@gmail.com	SANTA FE COUNTY
4/17/21 9:46	Stockton 2700 lumens. Nothing too bright.	Jon	shapiro	4 arroyo vista	Santa fe	New Mexico	spenser14@gmail.com	SANTA FE COUNTY

4/17/21 8:13	Residential AND Roadway lighting design: I approve of saving energy by using LED technology. PLEASE keep the brightness (lumens) lower to preserved dark skies & avoid excess light pollution - also helps prevent "bright light blindness" (as an older person with cataracts, I experience this problem). Also PLEASE keep the color temperature (Kelvin) toward the warmer end of the spectrum (3000-4000K is way too bright) around 2700K is more pleasing and resembles older style tungsten lighting that harmonizes beautifully with Santa Fe style. Thanks for listening!	MG	Harman	PO Box 29167	Santa Fe	NM	fionamgh@hotmail.com	SANTA FE COUNTY
4/17/21 1:14	Please keep our skies as dark as possible. Choose lighting under 2700k lumens.	Natasha	Deighton	47 Cerrado Loop	Santa Fe	NM	box9832.a@gmail.com	SANTA FE COUNTY
4/17/21 0:23	I'm concerned already about the light pollution in Santa Fe and am stunned to hear the city is planning on "brightening" the new Mexico skies. I live in Eldorado and already on a dark night if I face the direction of Santa Fe one cannot see the night sky and stars . I' m more concerned about birds nighttime migration flight patterns and why would we do something like this to them? What are you thinking?	Holly	Brady	61 Jacinto rd	Santa Fe	New Mexico	hollya1brady@gmail.com	SANTA FE COUNTY
4/16/21 23:24	Have you looked at/studied the lighting in Hilo and Kailua-Kona on the island of Hawaii (the Big Island)? Lights have been installed on all cities/towns on the island to ensure the safety (both on the road and in residential areas) of island residents AND to ensure the island lighting does not cause light pollution that adversely effects the research being done at the observatories atop Mauna Kea. A phone call or Zoom meeting with the local Hawaiian authorities might be very informative and helpful for Santa Fe. You could learn cost of installation, maintenance issues, etc. Please don't schedule a boondoggle trip to Hawaii on taxpayers dollars to find the answer! Call 'em or Zoom 'em!!	James	Scheihing	PO Box 2104	Santa Fe	NM	trongo413@gmail.com	SANTA FE COUNTY
4/16/21 22:13	Please set up a demonstration site using 2700 LEDkw to compare with proposed lighting wattage. There is much talk on Nextdoor.com that proposed lighting will be much too bright and affect our night sky.	Annemarie	Marek	3109 Vista Sandia	Santa Fe	NM	amarek1215@gmail.com	SANTA FE COUNTY
4/16/21 21:29	LEDs are great for energy conservation but please keep light levels from the lights below 2700 lumens. There is already too much ambient light in our city. Thanks.	Joseph	Wachter	19 AVENIDA DE MERCEDES	SANTA FE	New Mexico	jwachter9@gmail.com	SANTA FE COUNTY
4/16/21 18:18	I've spent 28 years living in Santa Fe and the County. I know about luminance and kelvin temps. I have a graduate degree in geosciences. I'm very concerned about the City's street lighting plans. The bottom line - WE DON'T NEED lights with a kelvin temperature above 3000 degrees K. Follow Tucson's example. The lighting is a win-win for providing safe, healthful light and also protecting the night sky. There has been a lot of mis-information and deliberate skewing of information by some City officials. Truly unacceptable. Shameful.	Tony	Bonanno	7 Avenida Vista Grande, Suite B7	Santa Fe	NM	tbonanno@gmail.com	SANTA FE COUNTY
4/16/21 18:12	The lighting in my neighborhood is currently very intrusive at night in the house. This is something I hear from other residents in the neighborhood. As you consider lighting needs for the city, my request is that shields are a high priority. I'm so tired of light flooding into my bedroom window simply because the street "needs" to be lit. In residential areas, keep the intensity low and the light very directed onto the street. I'm hoping this is an opportunity to do away with lights that invade homes.	Not leaving my name	Thanks	Casa Alegre	Santa Fe	New Mexico	nope@nope.com	SANTA FE COUNTY
4/16/21 16:21	I want to make sure the new lights are not brighter than what I have in front of my house right now. I have trouble sleeping with them as bright as they are. They are not the mercury vapor orange lights though so would they have to be replaced?	Douglas	Conwell	PO Box 8534	Santa Fe	NM	earthwalks1@yahoo.com	SANTA FE COUNTY

4/16/21 15:49	I'm thrilled to know you plan to switch to LED lights for Santa Fe, B U T PLEASE, do not use greater than 2700 lumen lights. The city is already becoming too bright with all of the new construction around town. We DO NOT want this to become like a big city with bright lights everywhere. New Mexico skies are so beautiful at night; it is one of the great draws to this town. I do not want my night sky obscured by overly bright city lights!!!!	CLAUDIA	CALISCH	3 SPIRIT RUN PLACE	SANTA FE	NM	calisch@gmail.com	SANTA FE COUNTY
4/16/21 14:54	I want to know how we can protect pollinators as we make changes to LED lighting. Santa Fe is now a Bee City (Xerces Society designation) and has committed to protecting pollinators. I imaging that night sky protection helps with that . Can we add color to that to add to the protection? Elaine Giovando	Elaine	Giovando	32 Double Arrow Road	Santa Fe	New Mexico	4elaineward@gmail.com	SANTA FE COUNTY
4/16/21 13:35	New Mexico's dark skies are a treasure to be protected. If people are nervous about crime, perhaps including the SFPD in this effort would be helpful. I regularly see reports of suspicious activity on Next Door and criminal activity is too regular. Lights alone will not solve that problem.	Patricia	Greaves	1 Camino Campanario	Santa Fe	NM	patricia11stn@gmail.com	SANTA FE COUNTY
4/16/21 11:12	I am all for 3000k-4000k LED lights at intersections for SAFETY of vehicles, bicycles, and pedestrians that may be crossing roads at night, and would prefer 2700k 'in between'.... I'd also suggest best focus/screening available to light road & sidewalks, but NOT spill toward residences, to the side or upward.	dan	baker	32 camino mariquita	santa fe	nm	dan@dtbprojects.com	SANTA FE COUNTY
4/16/21 10:07	Please do to go above 2700 lumens!	Leslie	Miller	1 Sierra Ct	Santa Fe	NM	les77005@comcast.net	SANTA FE COUNTY
4/15/21 12:24	hello you should definitely go with a more yellow/orange temperature. The white/blue light is unnatural. also as low a lumin as possible thanks	Maty Helen	Follingstad	114 Estrellas de Tano	Santa Fe	NM	mhfollingstad@gmail.com	SANTA FE COUNTY
4/15/21 11:34	In upgrading the outdoor lighting in the city of Santa Fe, please use LED lights of the lowest Kelvin temperature (most yellow) possible. The best color for indoors is 2700 Kelvin. The new outdoor lights should be at least this low or lower.	Heather	Karlson	PO Box 8371	Santa Fe	NM	sma50@hotmail.com	SANTA FE COUNTY
4/15/21 11:16	Nature of response is both residential and large road. Please follow the suggestions made by the night sky professionals and the community. Also, why are comments being funneled and vetted by the private company who benefits financially on this project?	L	Pitcher	None of your business	Santa Fe	NM	why@needthis.com	SANTA FE COUNTY
4/15/21 10:59	Please please think of our night sky. We don't need greater lighting. We need much less. Having an actual night is so important to our health and welfare. The city already glows like Los Angeles. That should not be our model. We should think in terms of an LED system that reduces the overall glow by a significant degree.	David	Cartwright	3301 camino lisa	SANTA FE	NM	dwc3301@outlook.com	SANTA FE COUNTY

4/13/21 22:18	Dear Mayor Webber, City Council members, & Dalkia; I am uncomfortable b/c you have not allowed adequate time for residents to observe the demos nor have you even advised when this will happen. If the deadline is May 10, that is inadequate time for residents to engage in the process. You are short-changing us! Also, no meetings have been announced. Are you rushing through a project that you will all regret? I also find the website full of misleading information. You need to demonstrate to all of us how you will reduce light pollution. Only shielded LEDs of 2200 Kelvins or below should be used in this ancient city wherever possible. The use of blue spectrum lighting would ruin the experience of the city & its very old architecture & ambiance. Many people react negatively to cold spectrum lighting. You will discover this fact when people can't sleep & begin calling to complain. Both tourists & residents would not be happy. Artists will loudly object because cold spectrum lighting changes the realistic color of people, building materials, places, & art into ghostly, white, apparitions. You must also demonstrate how you intend to shield the lights to prevent pollution of the night sky; the moon does not need "adequate foot candles". If you do not shield lights adequately, you will also run off the astronomers & star watchers who visit for the experience of the unpolluted night sky.. This is not New York. This is Santa Fe. Finally, No one one has the right to take away both the spiritual & the scientific experience of amazement & wonder in being able to see our universe & our place in it as we stare at the night sky. Sincere regards, Lonna Gutierrez, CAPT (ret) United States Public Health Service	Lonna	Gutierrez	10 Quedo Road	Santa Fe	NM	lonna.gutierrez@comcast.net	SANTA FE COUNTY
4/13/21 16:30	Please err on the dark side rather than on the bright side. The environment and the esthetics need the benefit of the doubt.	Ed	Nordstrom	1 Calle Vecinos	Santa Fe	NM	ednord@aol.com	SANTA FE COUNTY
4/12/21 20:17	At the five demonstrations, will you install LEDs with color temperatures of 2200K and/or 2700K? If not, why not? A useful demonstration must have examples of all fixtures under consideration.	Jim	Baker	98 Principe de Paz	Santa Fe	NM	bakerjim.sw@gmail.com	SANTA FE COUNTY

SANTA FE COUNTY
WEBSITE FORM FEEDBACK
DEMONSTRATIONS

Date	Type	Comment	Name	Lastname	Address	City	State	Email	District
5/4/21 16:00	Demonstration feedback	My husband and I viewed the demonstration site on St Mikes and Frenchy's field In both cases the lights with the lower levels brightness with the warmer coloration were preferable and still gave plenty of illumination. On another note, the car dealerships have lights that are so glaringly bright as to seem like daylight Is there a city guide for businesses and schools that will be in line with the new santa fe lights?	Jo	Whaley	4 Calle Cascabela	Santa Fe	NM	jowhaleystudio@gmail.com	SANTA FE COUNTY
4/27/21 17:04	Demonstration feedback	The "demonstration" was unhelpful. * The range of lighting - 2700 to 3000 K - does not express the full range of options commercially available; so, the question posed - which do you prefer? - poses a false dichotomy. * The difference between 2700 and 3000 K is widely - in the industry - known to be too small to be discernible by the eye unless the lamps are themselves adjacent to each other. Dalkia, as a "lighting expert", knows this, heightening already serious questions about their conflicted role in this process. * LED lamps generally have a unit to unit variability of ~5% in color temperature - i.e., a "2700 K" lamp may actually be 2850 K, and a 3000 K lamp may also be 2850 K - raising further questions about what was the actual intent behind this "demonstration" False information was promulgated at the "demonstration" sites by the Dalkia representative and by the Santa Fe City Director of Public Works. * The Dalkia representative stated that PNM, the PRC, and NMDOT forbade lighting below 4000 K on certain city roads. All three of these claims have been refuted, on the record, by PNM, PRC and NMDOT officials. * The Dalkia representative, and separately the Director of Public Works, stated that the IDA was advising the city on the process. The Director of Public Works said that the IDA had "approved" the city's use of 3000 K and 4000 K lighting. This claim, which the Director of Public Works has made before, was refuted, in writing, by the IDA Executive Director in an April 13 letter to city officials and the Director of Public Works. The fixtures at Frenchy's Field had very strong roadway glare on the approach along Agua Fria, and very strong backlighting. This suggests that the fixtures being offered the city do not have a low enough BUG rating. Both the Dalkia representative and the Director of Public Works professed ignorance on which fixtures were being demonstrated or what their properties were. Overall and in each particular I did not get the impression that either Dalkia or the Department of Public Works intended the demonstrations to actually demonstrate anything or elicit meaningful public engagement. They may have intended these things, but the preparation of the demonstrations themselves did not show the care of forethought that would have been expected if they had.	Sam	Finn	29 Quedo Rd	Santa Fe	NM	lsfinn@icloud.com	SANTA FE COUNTY

4/25/21 14:27	Demonstration feedback	I am grateful to the City of Santa Fe for organizing an opportunity to see the various lighting options in the demos around town, as part of the Santa Fe LED Conversion Project. I am a dark sky advocate for the sake of sky viewing but I am also an ornithologist so understand light impacts on bird migration. Given how progressive Santa Fe is on almost everything (which is why I love living here), I think our capital city is way behind other cities in not advocating enough for dark skies through "lights out" policies during migration periods and in minimizing lighting impacts on our beautiful night skies year-round. To participate in the LED Conversion Project opportunity, I went last Friday night to all the sites, but my experience was completely different from my expectations. I had anticipated that the most efficient and effective way to compare and assess the various lighting options was to have them all available and identified at one site for easy comparison. While I appreciated the on-site assistants at two sites, it was exceedingly difficult to discern, and even more so later to recall, the differences between the options since they all weren't visible at each site. I had assumed the four sites were selected for easy and equitable access for community members to provide feedback, but because each one had different options it did not meet that objective anyway. In the end, it was just confusing and pretty much impossible to make a "best" selection, and it was definitely challenging to safely navigate the streets near/at the demo sites by car and on foot. All I could determine was that some options were more glaring, it was impossible to discern the difference between 2700K and 3000K. And, most importantly, ALL were brighter than I would prefer (I prefer at or below high pressure sodium). Always shielded, of course. And, please remember that what Santa Fe does within the city boundaries also effects Santa Fe residents outside the city boundaries. So, I am suggesting you redo this demo effort, find a place where people can drive to, park at, then walk a short distance to see ALL the options under consideration in one location, with each light pole marked WITH WHAT THAT LUMEN/COLOR IS. Please do not make it a blind choice; that is unworkable. Thank you for this opportunity, and for listening. Carol Beidleman, Santa Fe	Carol	Beidleman	35 TETILLA RD	SANTA FE	NM	beidlemanc@aol.com	SANTA FE COUNTY
4/24/21 21:15	Demonstration feedback	I checked out the six lights at Frenchie's Field on April 23rd. I could not distinguish any differences in light color if there were any, but I concluded that each of the LED lights were too white (blue). I tried not to look at the lights directly, but when I occasionally did as a driver might, I observed glare. For the sake of our city's unique ambience, come down farther towards the yellow end of the LED spectrum. I am told that Santa Fe New Mexican owner Robin Martin is converting all the lights in the parking lot of the paper's print facility to LEDs with a 2,000Kelvin Rating. I urge the mayor and city councilors to check this out before voting on a lighting plan. I know the lower Kelvin ranges are more expensive (particularly if the low light color requires more individual chips per fixture to get enough lumens for driver and pedestrian safety, but we have a substantial payback in tourism from maintaining what is special about Santa Fe's night time ambience. Why not approach the lender to restructure the loan in recognition of doing what will enhance our attractiveness to tourists and, thus, ensure our financial future.	Vincent	Smith	7408B Old Santa Fe Trail	Santa Fe	New Mexico	terry@munroesmith.com	SANTA FE COUNTY
4/24/21 16:39	Demonstration feedback	Thank you for demonstrating the various LED street lighting options. I had hoped for an easier side by side comparison demonstrating the full range of lamps under consideration from 2000K to 4000K. As a wildlife and dark sky advocate I feel strongly that the new lighting should not exceed the 2200K color of high pressure sodium streetlights to which we are already accustom.	David	Tiemeyer	35 Tetilla Rd.	Santa Fe	NM	dtiemeyer@aol.com	SANTA FE COUNTY
4/24/21 11:57	Demonstration feedback	I visited the demo site at Frenchy's Field last night after dark. I found all 6 lights to be too bright and too blue. The differences (if any) were not really apparent. That said, lights 1 & 2 seemed best and 2 seemed better than 1, but this may have more to do with the placement of the lights than with the lights themselves. I hope you can make more information (e.g. lumens, CCT, etc.) about the demo lights available.	Brian	Hagenbuch	76 Graythorn Drive	Santa Fe	NM	bhagenbuch@mac.com	SANTA FE COUNTY

OUTSIDE SANTA FE
WEBSITE FORM FEEDBACK
PROJECT

Date	Comment	Name	Lastname	Address	City	State	Email	District
5/4/21 22:50	I am concerned about the present planned street lighting changes. Please consider adopting LEDs with lower lumens, preferably 2,000 K and also amber color over white. Both of these options should be just as effective, if not more, for illumination, while at the same time safeguarding human and wildlife health. Thank you	Leslie	Broughton	2309 8th St.	Las Vegas	NM	williamandlesliebroughton@gmail.com	OUTSIDE SANTA FE
4/25/21 10:26	Please consider keeping the CCT to below 3000K for shielded LED city street lights. Santa Fe's night sky and people's health will be protected, while maintaining sufficient lighting for safety. I'm not kidding: almost every car or truck in New Mexico has at least one headlight, and that's true even for us who visit Santa Fe from neighboring rural areas.	Brad	Holian	303 Glorieta Mesa Road	Glorieta	New Mexico	BLHKSH@gmail.com	OUTSIDE SANTA FE
4/22/21 18:41	I'm gratified to hear that Santa Fe is replacing many of its streetlights. Though I have yet to see the demo projects in Santa Fe as I am currently out of state for an extended period, from descriptions, the new lights, they seem to be much more night-sky friendly and capable of reducing light pollution than any of the existing fixtures. I urge the adoption of color temperatures of 3000K or less to avoid effects on wildlife, affecting human diurnal cycles and scattering of bluer light by the atmosphere. Plus aesthetically it helps Santa Fe retain the charm of its historic past, as bluer lights did not exist until very recently. I am a National Park Service ranger who has helped several parks with successful International Dark Sky Park applications. I am encouraged by Santa Fe's actions improving its outside lighting standards.	Derek	Wallentinsen	11024 Montgomery Blvd NE, Number 235	Albuquerque	NM	wallythered@gmail.com	OUTSIDE SANTA FE
4/19/21 16:28	I am among the many who are concerned about the installation of high-color-temperature (3000K and 4000K) streetlights that were initially proposed for the Santa Fe relamping project. I live in Los Alamos, and frequently make use of our dark-sky site at Overlook Park for astronomy. From Overlook, we can clearly see Santa Fe's lights as they are at present, and if the existing 2700K lamps are replaced with lamps of a higher blue content, our dark sky will deteriorate markedly. The fraction of blue light that is emitted by lamps of 3000K and 4000K color temperature scatters much more effectively than longer wavelength light, contributing both to sky glow and to glare that is hazardous for pedestrians and motorists in Santa Fe itself. Your statement above that color temperature is not the most important aspect is true, but misleading. If high color-temperature lamps are used, they should be mitigated by operating them at lower light levels than specified in RP-8-18 AND they must be lit for significantly shorter time. Recognizing that turning streetlights off at midnight is not a viable option, this would seem to argue strongly for using lower-color temperature lamps. Reading again the IDA statement on values-centered outdoor lighting (https://www.darksky.org/our-work/lighting/values-centered-outdoor-lighting/) we see that all factors, all five principles, must be taken into account for lighting our cities responsibly. I hope that Dalkia officials and the Santa Fe Public Words Department will listen to good advice from the community, from the International Dark-Sky Association, and from the Illuminating Engineering Society, and keep to RP-8-18 levels at a maximum, and to color temperatures less than 2700K (or better, 2200K) from LEDs with very little blue-light emission.	Galen	Gisler	4730 Sandia Drive	Los Alamos	NM	galengisler@mac.com	OUTSIDE SANTA FE

4/18/21 7:37	Please protect night sky for residents living nearby Santa Fe	Stuart	Jaffe	24 Avenida De La Paz	Lamy	NM	stujaff@gmail.com	OUTSIDE SANTA FE
4/16/21 19:02	As a frequent visitor to Taos (currently) and a homeowner in Taos (within the next few months), I ask the City of Santa Fe to aggressively lower light pollution by lowering the Kelvin color temperature in your pending new streetlight project. My layperson's understanding is that lower Kelvin lights are warmer in feel, are more amber colored, and produce less light pollution. Please correct me if I'm wrong about that. I am told that I can see the light dome created by Albuquerque as far away as Chaco Canyon. Thankfully, the City of Santa Fe has the opportunity to do better with the new streetlights. Then, in turn, maybe Taos will follow Santa Fe's example some day! With thanks for everything you do, respectfully, Tim	Tim	Sweeney	1260 Ivanhoe Street	Denver	CO	tas_515@hotmail.com	OUTSIDE SANTA FE
4/15/21 15:14	Thank you, thank you!! Night Sky integrity is incredibly important to me, and as the Administrator for the Death Valley Chamber of Commerce some time ago, I was fortunate enough to be around for the Death Valley National Park's international Dark Sky recognition as the first US national park. Our business community worked with park and county government, various astronomer groups and state tourism funding to set up night sky programs with telescopes and other features, encouraging sustainable eco-tourism in a fragile and pristine area. Now many parks have followed that example. When I first moved to Santa Fe, I lived at the south end of West Alameda, on a bluff above the city, and the level of night sky light pollution was really troubling to me, in such an environmentally conscious community. So glad to hear that progress is being made.	Jennifer	Viereck	PO Box 1403	Abiquiu	NM	joviereck@gmail.com	OUTSIDE SANTA FE

OUTSIDE SANTA FE
WEBSITE FORM FEEDBACK
DEMONSTRATIONS

Date	Type	Comment	Name	Lastname	Address	City	State	Email	District
4/30/21 15:30	Demonstration feedback	I visited all four demonstration sites last night (29 April 2021) from 10 pm to 11 pm. I found them all far too bright and far too blue. Although there was no detectable uplight from the fixtures, the glare was highly objectionable and distracting. Even from as far as a block away, the direct light from the LEDs was clearly visible and painful. I believe installing these fixtures throughout Santa Fe would result in significantly more accidents due to motorists being distracted by the blue-white glare. In addition, light trespass was significant. Houses across the street (particularly at Frenchy's Field and Governor Miles Road) were directly illuminated by the lamps. There seemed to be no effort to confine the pool of light to the street and sidewalks. To my uncalibrated eye, all the fixtures at all four sites were greater in correlated color temperature than 3000 K. Compared with nearby HPS lamps that were a pleasing yellow or amber in color, the Dalkia lamps were harsh and unpleasant. I hope Dalkia will consider the installation of 2000 K lamps, in color similar to the existing HPS lamps and the CrossroadsLED lamps that were recently installed at the printing plant of the Santa Fe New Mexican (although those lamps, intended to illuminate the parking lot, would have significant glare if installed as street lamps.	Galen	Gisler	4730 Sandia Drive	Los Alamos	NM	galengisler@mac.com	OUTSIDE SANTA FE

This comment had to be placed in a separate entry due to length.

Date	Type	Comment	Name	Lastname	Address	City	State	Email	District
5/9/21 22:15	Demonstration feedback	The following comments were written before a recent update to the project web site.1 The update provides crucial information that was not available at the time of our observations and analysis. We choose to submit our comments in their original form as they reflect relevant aspects of the community input process. We observed the four demonstration sites on 29 April 2021, between 9:50PM and 11:15PM, with the aid of a visual spectroscope to appreciate the amount of blue light emitted by various luminaires and a Konica-Minolta T-10A light meter to compare the street level brightness with standards and between sites, and evaluate the level of light trespass. The illuminance measurements reported below are in lux and were made at street level with the light meter sensor pointing upward. "Trespass" measurements are made with the sensor held at eye level, pointing horizontally in the direction of the light, at some natural property boundary. Jaguar Drive All four lights appear identical, have the highest (or equal to the highest) CCT of all demo sites, and also appear to be the brightest, which is confirmed by illuminance measurements (see below). They produce so much glare (the most of all demos sites) that we could see a large halo of diffraction (within our eyes) around each light. As seen from pole 13, there is very strong glare from poles 14 and 15 and only the most distant pole 16 has tolerable glare. Glare is a real problem with outdoor lighting and these are among the worst that one can find in Santa Fe. It is inconceivable that such lights are being considered for this project. Forward light trespass (across the street) is considerable and extends to about 3 pole lengths. These are truly awful lights. The old HPS lights on the south side of Jaguar Dr, for all their faults, are far nicer in comparison. Illuminance measurements: Pole 15: under light: 24.0 middle of westbound lane: 36, median: 31, sidewalk: 12.7. Halfway between poles 14 and 15: 7.5 Governor Miles Road This is a fairly dark neighborhood. The six demo lights all appear identical, and they are dimmer and yellower than those on Jaguar Dr. They appear to have a type 3 light distribution (with 2 bright spots at an angle). They have fairly limited backlight but significant forward trespass (across the street). Pole 20 is mounted at an angle at the intersection with Pueblo Sapawe. One of the bright lobes points in the direction of a residence and causes considerable light trespass (see below) and strong, sharp shadows. Illuminance measurements: Pole 20: under light: 5.5, in bright spot: 7.0. sidewalk across the street: 2.8. Trespass at property boundary across the street: 6.0 Pole 21: Trespass across the street, at property/sidewalk boundary: 0.95	Didier	Saumon	416 Cheryl Ave	White Rock	NM	saumond5@gmail.com	OUTSIDE SANTA FE

This comment had to be placed in a separate entry due to length.

		St. Michel's Drive The three lights on the south side are clearly more white (higher CCT) than those on the north side. All lights produce lots of glare, those on the south side much more so. It is difficult to evaluate light trespass and distribution in this brightly lit area. Illuminance measurements: Pole 9 (south side): under pole: 23.5, middle of the eastbound lane: 29. This light produces extreme glare even on the north side of this wide road. Pole 12 (north side): under pole: 26.2, middle of the westbound lane: 28.2 Pole 9 and 12 produce essentially the same illuminance on the street but pole 9 has considerably more glare and appears much brighter, probably because of its higher CCT. Frenchy's Field These seem to have the same CCT as those on the N side of St. Michel's Dr. While it was difficult to compare the lights because of the separation between poles, there seemed to be a slight difference in color between those on the N side of Osage and those on the south side. As we found at the intersection of Governor Mile Rd and Pueblo Sapawe, pole 3 has a bright lobe aimed in the direction of a residence causing unacceptable light trespass. All lights produce too much glare. Illuminance measurements: Pole 3: under light/sidewalk: 25.7, middle of Agua Fria: 30, middle of intersection: 15.6 Light trespass at corner residence (measured at fence): 4.4 General remarks It is quite frustrating to not know the correlated color temperature of the various lights on display. These are not indicated on the description of the demonstration sites or on the poles, and a direct email inquiry with Cheyenne Ernst from Dalkia Solutions was left unanswered. The document "The Santa Fe LED Conversion Project" 1 only states "including 2700K and 3000K" while a document from the City of Santa Fe 2 mention only lights with a CCT of 3000K, 4000K and even 4500K. To compound this confusion, it is difficult to visually compare the CCT of lights of different sites. If the project leaders find value in such a "blind test", at least the different samples could be labeled. Since the CCT is not readily quantified without expensive equipment and that a lamp's brightness affects the perception of its color, the community is left in the dark in terms of evaluating this important parameter of the LED conversion project. This is a rather gross design flaw in the demonstrations. Nonetheless, we observed that all of the lights on display have CCT well above that							

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		of the HPS lights that they will be replacing. Scaling this to the whole city would dramatically change the appearance and feel of Santa Fe at night. Minimizing glare has to be an important design criterion but appears to have been ignored in the selection of lights to display. All the demonstration lights show considerable glare that is unacceptable in a modern street lighting design. In particular, the lights on Jaguar Dr cause disability glare - glare that is so disruptive of visual perception that it is an impediment to safety. We wish to point out that it is impossible to enjoy even pristine dark skies under bright glare. With the exception of the backlight ("house side") of the lights on Governor Mile Rd, all lights show significant light trespass, especially "forward" (across the street). The Public Works Dept and Dalkia Solutions have stated that "house side" shields would be installed on demand. It is important to realize that these shields only cut off the light distribution towards the back of the light and do nothing to control light going across the street. In fact many of these external shield effectively act as reflectors 1 and direct more light forward, exacerbating light trespass in that direction. The type 3 lights at intersections caused strong trespass (we measured 6 and 4.4 lux) on the property at the street corner to a level that we would definitely find unacceptable if we lived there. Careful attention to the control of the light distribution and of its orientation will be necessary to prevent numerous complaints from residents on corner lots. The demo lights at Jaguar Dr, St. Michel's Dr and Frenchy's Field all have similar illuminance at the street level (25 -28 lux) although Jaguar Dr reaches above 30 lux in the lane and on the median. The Illumination Engineering Society document RP-8-18 provides the North American standards for street lighting. For a major road, with high vehicle-pedestrian conflict, it recommends a minimum average illumination of 17lux. This is the highest illumination level of all categories listed in RP-8-18. The three sites listed appear to fall near that high average level, as far as can be judged without a quantitative analysis. Lower light levels may be more appropriate for the actual local conditions. The much dimmer lights on Governor Mile Rd appear to be within the design recommendations for a residential road. It is our judgment that the various demonstration sites do not provide the suitable range of options to educate the residents about LED lighting. This precludes an informed community discussion of what modern LED street lighting can achieve. To compound the problem, it is our opinion that none of the lights on display are acceptable for city wide installation as they all have at least one major flaw when gauged against modern principles of outdoor lighting. This is extremely disappointing. A guiding principle of the project is the city's outdoor lighting ordinance: "Reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security, and ensure aesthetically appropriate outdoor lighting in keeping with the character of Santa Fe" (Ord. No. 2011-37 § 10). Based on these demonstration sites, the city of Santa Fe is aiming to							

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		miss the mark by a wide margin. Didier Saumon Galen Gisler https://santafe.dalkiasolutions.com 2. https://www.santafenm.gov/news/detail/quick_overview_of_led_streetlights_-_streetlight_conversion							

The Santa Fe LED conversion project

Demonstration feedback

The following comments were written before a recent update to the project web site.[1] The update provides crucial information that was not available at the time of our observations and analysis. We choose to submit our comments in their original form as they reflect relevant aspects of the community input process.

We observed the four demonstration sites on 29 April 2021, between 9:50PM and 11:15PM, with the aid of a visual spectroscope to appreciate the amount of blue light emitted by various luminaires and a Konica-Minolta T-10A light meter to compare the street level brightness with standards and between sites, and evaluate the level of light trespass. The illuminance measurements reported below are in lux and were made at street level with the light meter sensor pointing upward. "Trespass" measurements are made with the sensor held at eye level, pointing horizontally in the direction of the light, at some natural property boundary.

Jaguar Drive
All four lights appear identical, have the highest (or equal to the highest) CCT of all demo sites, and also appear to be the brightest, which is confirmed by illuminance measurements (see below). They produce so much glare (the most of all demos sites) that we could see a large halo of diffraction (within our eyes) around each light. As seen from pole 13, there is very strong glare from poles 14 and 15 and only the most distant pole 16 has tolerable glare. Glare is a real problem with outdoor lighting and these are among the worst that one can find in Santa Fe. It is inconceivable that such lights are being considered for this project. Forward light trespass (across the street) is considerable and extends to about 3 pole lengths.

These are truly awful lights. The old HPS lights on the south side of Jaguar Dr, for all their faults, are far nicer in comparison.

Illuminance measurements:
Pole 15: under light: 24.0 middle of westbound lane: 36, median: 31, sidewalk: 12.7. Halfway between poles 14 and 15: 7.5

Governor Miles Road
This is a fairly dark neighborhood. The six demo lights all appear identical, and they are dimmer and yellower than those on Jaguar Dr. They appear to have a type 3 light distribution (with 2 bright spots at an angle). They have fairly limited backlight but significant forward trespass (across the street). Pole 20 is mounted at an angle at the intersection with Pueblo Sapawe. One of the bright lobes points in the direction of a residence and causes considerable light trespass (see below) and strong, sharp shadows.

Illuminance measurements:
Pole 20: under light: 5.5, in bright spot: 7.0. sidewalk across the street: 2.8. Trespass at property boundary across the street: 6.0

Pole 21: Trespass across the street, at property/sidewalk boundary: 0.95

St. Michel's Drive
The three lights on the south side are clearly more white (higher CCT) than those on the north side. All lights produce lots of glare, those on the south side much more so. It is difficult to evaluate light trespass and distribution in this brightly lit area.

Illuminance measurements:
Pole 9 (south side): under pole: 23.5, middle of the eastbound lane: 29. This light produces extreme glare even on the north side of this wide road.

Pole 12 (north side): under pole: 26.2, middle of the westbound lane: 28.2

Pole 9 and 12 produce essentially the same illuminance on the street but pole 9 has considerably more glare and appears much brighter, probably because of its higher CCT.

Frenchy's Field
These seem to have the same CCT as those on the N side of St. Michel's Dr. While it was difficult to compare the lights because of the separation between poles, there seemed to be a slight difference in color between those on the N side of Osage and those on the south side. As we found at the intersection of Governor Mile Rd and Pueblo Sapawe, pole 3 has a bright lobe aimed in the direction of a residence causing unacceptable light trespass. All lights produce too much glare.

Illuminance measurements:
Pole 3: under light/sidewalk: 25.7, middle of Agua Fria: 30, middle of intersection: 15.6
Light trespass at corner residence (measured at fence): 4.4

General remarks

It is quite frustrating to not know the correlated color temperature of the various lights on display. These are not indicated on the description of the demonstration sites or on the poles, and a direct email inquiry with Cheyenne Ernst from Dalkia Solutions was left unanswered. The document "The Santa Fe LED Conversion Project" [1] only states "including 2700K and 3000K" while a document from the City of Santa Fe [2] mention only lights with a CCT of 3000K, 4000K and even 4500K. To compound this confusion, it is difficult to visually compare the CCT of lights of different sites. If the project leaders find value in such a "blind test", at least the different samples could be labeled. Since the CCT is not readily quantified without expensive equipment and that a lamp's brightness affects the perception of its color, the community is left in the dark in terms of evaluating this important parameter of the LED conversion project. This is a rather gross design flaw in the demonstrations.

Nonetheless, we observed that all of the lights on display have CCT well above that of the HPS lights that they will be replacing. Scaling this to the whole city would dramatically change the appearance and feel of Santa Fe at night.

Minimizing glare has to be an important design criterion but appears to have been ignored in the selection of lights to display. All the demonstration lights show considerable glare that is unacceptable in a modern street lighting design. In particular, the lights on Jaguar Dr cause disability glare - glare that is so disruptive of visual perception that it is an impediment to safety. We wish to point out that it is impossible to enjoy even pristine dark skies under bright glare.

With the exception of the backlight ("house side") of the lights on Governor Mile Rd, all lights show significant light trespass, especially "forward" (across the street). The Public Works Dept and Dalkia Solutions have stated that "house side" shields would be installed on demand. It is important to realize that these shields only cut off the light distribution towards the back of the light and do nothing to control light going across the street. In fact many of these external shield effectively act as reflectors [1] and direct *more* light forward, exacerbating light trespass in

that direction. The type 3 lights at intersections caused strong trespass (we measured 6 and 4.4 lux) on the property at the street corner to a level that we would definitely find unacceptable if we lived there. Careful attention to the control of the light distribution and of its orientation will be necessary to prevent numerous complaints from residents on corner lots.

The demo lights at Jaguar Dr, St. Michel's Dr and Frenchy's Field all have similar illuminance at the street level (25 -28 lux) although Jaguar Dr reaches above 30 lux in the lane and on the median. The Illumination Engineering Society document RP-8-18 provides the North American standards for street lighting. For a major road, with high vehicle-pedestrian conflict, it recommends a minimum average illumination of 17lux. This is the highest illumination level of all categories listed in RP-8-18. The three sites listed appear to fall near that high average level, as far as can be judged without a quantitative analysis. Lower light levels may be more appropriate for the actual local conditions. The much dimmer lights on Governor Mile Rd appear to be within the design recommendations for a residential road.

It is our judgment that the various demonstration sites do not provide the suitable range of options to educate the residents about LED lighting. This precludes an informed community discussion of what modern LED street lighting can achieve. To compound the problem, it is our opinion that none of the lights on display are acceptable for city wide installation as they all have at least one major flaw when gauged against modern principles of outdoor lighting. This is extremely disappointing.

A guiding principle of the project is the city's outdoor lighting ordinance: *"**Reduce light pollution**, reduce or prevent glare, reduce or prevent light trespass, **conserve energy**, promote a sense of **safety and security**, and ensure aesthetically appropriate outdoor lighting in **keeping with the character of Santa Fe**" (Ord. No. 2011-37 § 10)*. Based on these demonstration sites, the city of Santa Fe is aiming to miss the mark by a wide margin.

Didier Saumon
Galen Gisler

1. https://santafe.dalkiasolutions.com
2. https://www.santafenm.gov/news/detail/quick_overview_of_led_streetlights_-_streetlight_conversion

DISTRICT 1
PROJECT-RELATED CONSTITUENT EMAILS

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

City lights

Nancy Fulton <nancywfulton@sbcglobal.net> Sun, Apr 25, 2021 at 8:16 AM
To: SantaFeLED@dalkiasolutions.com

Dear Major and Council members,

Thank you for thoughtfully considering the new Santa Fe city lights. Our ambience of the soft lights like candles reminding me of the farolittas is something I believe we should stick with. Please do Not move towards the horrible white/blue light LED's
Our City Different needs to remain like it is bathed in moonlight and starlight. Not artificial light.
Thank you,
Nancy and Will Fulton
310 La Mancha Ct.

Sent from my iPad

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Dalkia's website FYI

WHEELER, REGINA A. <rawheeler@santafenm.gov> Mon, Apr 26, 2021 at 9:31 PM
To: Judy Klinger <judyaklinger@hotmail.com>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, "MIHELCIC, KRISTINE M." <kmmihelcic@santafenm.gov>, "WEBBER, ALAN M." <amwebber@santafenm.gov>

Thank you so much for the corrections Judy. I think I was incorrect and the team has begun customer service integration.

I just pulled up this document and email from Jamie Aranda, PNM Government Affairs Manager documenting this process. I think it is as designed, but I'll ask if we can make it better.

Right now there is a cross over between PNM actually maintaining our lights and Dalkia preparing to maintain them. PNM, the City and Dalkia are working together to ensure seamless and enhance streetlight services.

Always appreciate the feedback, thank you.

Regina

From: Judy Klinger <judyaklinger@hotmail.com>
Sent: Monday, April 26, 2021 10:06 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; MIHELCIC, KRISTINE M. <kmmihelcic@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>
Subject: Re: Dalkia's website FYI

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Wheeler,

Thank you for responding to my concerns so quickly. I really appreciate that you took the time out of your busy day to reply.

I have made a few comments in red below.

Best wishes,

Judy Klinger

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, April 27, 2021 12:10 AM
To: WEBBER, ALAN M. <amwebber@santafenm.gov>; Judy Klinger <judyaklinger@hotmail.com>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; MIHELCIC, KRISTINE M. <kmmihelcic@santafenm.gov>
Subject: RE: Dalkia's website FYI

Thank you for forwarding these questions Mayor and thank you Judy for sending them in.

1. I've attached the notes from the advisory committee meeting that I downloaded from the website www.santafeled.com It contains the names and affiliations of people on the committee as well as details of the discussion.

   As I mentioned in a previous email, I ***did not*** actually request their names. But thank you for responding to the question as it was submitted to you by the Mayor.

2. PNM maintains all the streetlights in the City of Santa Fe according to PRC regulations (Rate 20), save a few that are metered lights which are maintained by the City.
3. Report streetlight problems to PNM until after the conversion.

   Currently, streetlight problems are to be reported to Dalkia instead of PNM, according to Dalkia's website. https://santafe.dalkiasolutions.com/.

   And/or streetlight problems can be reported via https://www.santafenm.gov/report_a_problem.

   Thus, as I mentioned at the bottom of the page in my 1st email to the mayor:

   "So perhaps **the [City's] website and Dalkia's need to be corrected to only reflect *one* location for reporting an outage."**

   Consequently, you might also **request that Dalkia change what is written on their website** to conform with the City's preferences.

   Their website https://santafe.dalkiasolutions.com includes these statements which apparently are not *totally* accurate at this time (especially the last line):

   "Return to this site for monthly reports on street light outages and repair times.

Dalkia is committed to serving the City of Santa Fe through efficiently upgrading and maintaining the street lights throughout Santa Fe for many years.

If you'd like to report an outage or request additional lighting, please utilize the form below."

I was pointing this out for *your* benefit and for the general public's benefit as well so that the misinformation can be corrected.

4. Dalkia is a private contractor and I direct them according to our community needs and terms of the contract. Glad to hear it!

5. Dalkia desire and contractual requirement is to support the City to implement the community guided lighting design. Dalkia is not a lighting manufacturer, so they evaluate equipment and perform photometric analysis based on our criteria. I meet with the team daily and have access to all of the information that is coming to ensure that all is transmitted with integrity. Great! That's impressive.

I hope this information is helpful.

Best,

Regina

Regina Wheeler

City of Santa Fe Public Works Director

P.S.

Ms. Wheeler, in case you didn't see it, I did reference you in my original email to the Mayor. Here's what I wrote:

"In addition, since the private vendor hired to carry out this project is also going to be collecting and analyzing the feedback data from the public, I wonder whether this is common practice or not. Does the City have oversight over a private company? And perhaps there would be more **transparency and accountability** if public feedback data went to a more neutral entity, such as the City's Public Works Department or to the yet-to-be-revealed steering committee? Although, when speaking to Regina Wheeler at the lighting demonstration Friday night, she indicated that they were swamped and happy to have Dalkia take on this responsibility, which is understandable.

As an aside, Ms. Wheeler also sounded quite disheartened by all the negative feedback that she has received from the public concerning this project. I'm sorry to hear that she is having to deal with that. Perhaps some of that negativity could be avoided if the process was more transparent."

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Monday, April 26, 2021 5:05 PM
To: Judy Klinger <judyaklinger@hotmail.com>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; WHEELER, REGINA A. <rawheeler@santafenm.gov>; MIHELCIC, KRISTINE M. <kmmihelcic@santafenm.gov>
Subject: Re: Dalkia's website FYI

Thanks, Judy!

It was great to see you at Frenchy's Field and have a chance to talk.

Let me see if I can get you the answers you are looking for.

1. Who is on the advisory committee? Those names aren't secret and if you want them, you surely can have them.

2. Who is in charge of maintaining the City's street lights at this moment in time? Dalkia? PNM? Some combination?

3. To whom would you report a street light that is out?

4. What is the City's oversight of Dalkia, as a private contractor?

5. Is accountability and transparency somehow compromised if the comments go through Dalkia as opposed to the Public Works Department?

Let's get you answers to these questions!

Take care,

Alan

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Apr 26, 2021, at 3:55 PM, Judy Klinger <judyaklinger@hotmail.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Honorable Mayor Webber,

We spoke briefly at the lighting demonstration on Friday night.

In summary:

Dalkia is already claiming responsibility for maintaining and adding lighting where needed.

There are now 2 places where one can report a lighting outage: through Dalkia and *also* through PNM.

Perhaps there would be more transparency and accountability if public feedback data went to the yet-to-be-revealed steering committee rather than to Dalkia.

Last week I wanted to voice my opinions about the forthcoming LED project. I went to https://www.santafenm.gov/news/detail/led_conversion_project_update which then links to the Dalkia website https://santafe.dalkiasolutions.com/. That is where the feedback form is located and it is also returned to Dalkia.

On Friday night you told me that you didn't think that Dalkia had taken over the maintenance of the City's streetlights yet. However, it at least appears that they *have* since their website lists the following, near the bottom of the page:

Return to this site for monthly reports on street light outages and repair times.

Dalkia is committed to serving the City of Santa Fe through efficiently upgrading and maintaining the street lights throughout Santa Fe for many years.

If you'd like to report an outage or request additional lighting, please utilize the form below.

Normally one would report problems to: https://www.santafenm.gov/report_a_problem, I believe. However, on the City website one is also directed to contact PNM for lighting outages: https://www.santafenm.gov/news/detail/pnm_has_requested_residents_now_report_street_light_outages_dire So perhaps the website needs to be corrected to only reflect *one* location for reporting an outage.

In addition, since the private vendor hired to carry out this project is also going to be collecting and analyzing the feedback data from the public, I wonder whether this is common practice or not. Does the City have oversight over a private company? And perhaps there would be more **transparency and accountability** if public feedback data went to a more neutral entity, such as the City's Public Works Department or to the yet-to-be-revealed steering committee? Although, when speaking to Regina Wheeler at the lighting demonstration Friday night, she indicated that they were swamped and happy to have Dalkia take on this responsibility, which is understandable.

As an aside, Ms. Wheeler also sounded quite disheartened by all the negative feedback that she has received from the public concerning this project. I'm sorry to hear that she is having to deal with that. Perhaps some of that negativity could be avoided if the process was more transparent.

Soon I will write to you and the rest of the governing body with my other comments about this project.

Thank you for your work!

Sincerely,

Judy Klinger (and as I've mentioned in past correspondence, I worked at the Santa Fe Public Library for 34 years before retiring over 9 years ago.)

501 Rio Grande Ave. #D7

Santa Fe, 87501

---------- Forwarded message ----------
From: "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>
Cc:
Bcc:
Date: Mon, 29 Mar 2021 17:50:49 +0000
Subject: Streetlight request process

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Cheyenne and Regina,

Attached is the document outlining the current process and future process regarding inquiries for streetlights (outages, shields, etc.). This process was discussed and agreed upon with Dalkia, the City's Constituent Services Department, and PNM in February. Please feel free to add any specific process the City has with Dalkia to this document.

At the Finance meeting last week, Councilor Villarreal was interested in this process. I would be happy to add all three logos/seal to the document if you (Regina) decide to include in the Maintenance Agreement packet once it is schedule for City Council.

Thank you,

Jamie Aranda

Local Community Manager, Northern NM

PNM Resources

Santa Fe, NM

jamie.aranda@pnmresources.com

505.920.6933

3 attachments

Customer-Constituent Streetlight Request Process.docx
26K

Streetlight request process.eml
55K

Customer-Constituent Streetlight Request Process.docx
25K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Light ordinance

m s wurth <mwurth@hotmail.com> Tue, Apr 6, 2021 at 10:04 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

This makes me feel much better.

So the ones they've been replacing along Cerrillos and parts of Agua Fria are different then what's going to happen in the future?

Do you know who is control of what's happened already? It's a bit confusing.

Thank you!

Get Outlook for Android

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Tuesday, April 6, 2021 11:00:46 AM
To: m s wurth <mwurth@hotmail.com>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Light ordinance

Good morning Michelle,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Director Wheeler mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Tue, Apr 6, 2021 at 8:48 AM m s wurth <mwurth@hotmail.com> wrote:

> Thank you. I'm fairly passionate about this project and the effects upon Santa Fe and Santa Feans as well as our guests who visit this special place in the world.
>
> Thank you for caring,
> Michelle
>
> Get Outlook for Android
>
> ---
>
> **From:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Sent:** Tuesday, April 6, 2021 9:44:57 AM
> **To:** m s wurth <mwurth@hotmail.com>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> **Subject:** RE: Light ordinance
>
> Hello Michelle,
>
> Thank you for sending your thoughts about the streetlight project. Maintaining the character of Santa Fe is one of the top priorities of this project. I've included Cheyenne Ernst who is leading our community driven lighting design process so that she may provide additional information about the new fixtures.
>
> Best,
>
> Regina
>
> Regina Wheeler
>
> City of Santa Fe
>
> Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: m s wurth <mwurth@hotmail.com>
Sent: Monday, April 5, 2021 5:46 PM
To: m s wurth <mwurth@hotmail.com>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Light ordinance

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Re: Light ordinance

You replied on Thu 4/1/2021 9:52 AM

WM

WEBBER, ALAN M.

Hello,

This is in regard to the LED lights all around town. I'm not just an environmental freak, but it is truly an eyesore. I know everybody's trying to save money and efficiency, but part of what makes Santa Fe so special is that we don't look like one giant Walmart at night. At least we didn't use to. I saw some new ones going in across from the home Depot on Siler that are tall, new, and they still have the Orange light. Is there any way to put a cover or a shield over the LED if you must? To make it that orange light?

All along Cerrillos, the interchange at 599 and I-25, and now it's starting on Agua Fria, it really is an eyesore. It looks like a prison situation. Does everything really have to be that brightly lit? It goes into people's bedrooms and now it's getting closer to coming into my bedroom and I'm going to require a blackout curtains and it does diminish looking at the night sky. It's pretty awesome what we have here in Santa Fe at the moment.

My first preference would be obviously to keep the regular orange ones. My second preference would be to have the ugly huge LED ones but put a lens on them to make it dimmer. I don't really have a third idea. Those LEDs are really really not becoming of Santa Fe at all. It is really a nice sore. Please once this is done there's no going backwards.

Sincerely,

Business owner and lover of Santa Fe and the 505 in general.

Michelle Wurth

Agua Fria n Baca St.

505-660-4174

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Thursday, April 1, 2021 9:47 AM
To: m s wurth <mwurth@hotmail.com>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Light ordinance

Our Public Works director, Regina Wheeler, has overall responsibility for the project and her email is above.

Since we haven't begun any replacement work yet with regard to this project—it's still being studied and developed—I'm not sure what lights you're talking about on Cerrillos that relate to this current effort.

Take care, stay safe,

Alan

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Apr 1, 2021, at 9:42 AM, m s wurth <mwurth@hotmail.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi,

Thanks. That is helpful. However, I'd like the correct person's email to send letters to if possible. Also, your letter said these new lights will be better for our night sky. Sorry to laugh, but have you seen the ones on Cerrillos or at Agua Fria and Camino Alire? How can anyone say they are less bright then the orange ones? Come on....Orwellian?

I'm not trying to be rude, but that is a joke.

Thanks,

concerned citizen and business owner for my bedroom night light coming in as well as night skies as well as the prison compound feeling that is creeping onto our streets,

Michelle Wurth

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Thursday, April 1, 2021 9:26 AM
To: m s wurth <mwurth@hotmail.com>
Subject: Re: Light ordinance

Dear Michelle,

Thanks for your email about street lights and the upcoming project to replace our outmoded and environmentally unsound lights. The LED project will be better for our night skies, save money, and be more sustainable.

Here's an email that our City Manager sent to the Governing Body:

Councilors,

The purpose of this email is to provide everyone with an update on the community-driven lighting design process. We are working from the program design that we all agreed to at the Governing Body meeting; it will continue to develop and we are doing our best to keep everyone informed as the project moves ahead. We are very serious about meeting with the community and designing and developing a project that can meet the multiple goals that have been expressed and are required by City Code: protecting and enhancing dark skies, preserving the character of Santa Fe, reduced energy use, meeting all regulations and requirements, and ensuring safety and security. Please feel free to share this with constituents or post on social media.

Here is an update on the progress we've made so far, with some next steps that will be rolling out in the next few days and weeks:

- The project website is being finalized. We are planning to launch the website in next 7 days.
- Four demonstration areas have been identified in different parts of the City. We plan to have these demonstration areas operational by mid-April.
- We have been meeting with the NMDOT weekly to understand their specifications, clarify the question of their legal ability to provide a waiver to the City concerning the performance of different lighting to meet road lighting standards.
- We will be creating a steering committee with representatives from Seniors, Youth, South Side, People with Disabilities, Businesses, Railyard, Environmental, Neighborhood on Southside, Neighborhood on Eastside, Neighborhoods along Cerrillos, Bicyclists, Dark Sky Advocates and other key constituencies that need to weigh in on the lighting design. This committee will meet several times, attend the demonstrations and make a recommendation to the Governing Body on the lighting design.
- We are developing questionnaires that will allow community members to submit their thoughts and express their priorities and preferences.
- We are gathering email addresses of people who want to be kept informed as the community-driven lighting design process proceeds.

Please let us know as you hear of additional concerns or questions and we'll do our best to get them addressed.

Thanks!
Jarel

I hope this gives you more information about our street lighting project. Please stay involved!

Alan

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Mar 31, 2021, at 6:47 PM, m s wurth <mwurth@hotmail.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello, could you kindly let me know if this is the correct recipient or forward it to the correct recipient?

This is in regard to the LED lights all around town. I'm not just an environmental freak, but it is truly an eyesore. I know everybody's trying to save money and efficiency, but part of what makes Santa Fe so special is that we don't look like one giant Walmart at night. At least we didn't use to. I saw some new ones going in across from the home Depot on Siler that are tall, new, and they still have the Orange light. Is there any way to put a cover or a shield over the LED if you must? To make it that orange light?

Use those ones as home Depot for an example. All along Cerrillos, the interchange at 599 and I-25, and now it's starting on Agua Fria, it really is an eyesore. It looks like a prison situation. Does everything really have to be that brightly lit? It goes into people's bedrooms and now it's getting closer to coming into my bedroom and I'm going to require a blackout curtains and it does diminish looking at the night sky. It's pretty awesome what we have here in Santa Fe at the moment.

My first preference would be obviously to keep the regular orange ones. My second preference would be to have the ugly huge LED ones but put a lens on them to make it dimmer. I don't really have a third idea. Those LEDs are really really not becoming of Santa Fe at all. It is really a nice sore. Please once this is done there's no going backwards.

Sincerely,

Business owner and lover of Santa Fe and the 505 in general.

Michelle Wurth

Agua Fria n Baca St.

505-660-4174

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Please say NO to more light pollution!- person to add to list

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Mar 31, 2021 at 5:47 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>
Cc: "WEBBER, ALAN M." <amwebber@santafenm.gov>

Thank you for sending this my way, Regina. I will certainly add her to our list.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Wed, Mar 31, 2021 at 12:04 PM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

> Hello Cheyenne,
>
> Anna Gieselman asks to be added to our communication list for streetlight engagement.
>
> Regina Wheeler
> City of Santa Fe
> Public Works Director
> 505-955-6622 (o)
> 505-690-4197 (m)
> rawheeler@santafenm.gov
>
> ---
>
> **From:** WEBBER, ALAN M. <amwebber@santafenm.gov>
> **Sent:** Wednesday, March 31, 2021 9:43 AM
> **To:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Subject:** Fwd: Please say NO to more light pollution!
>
> FYI
>
> Alan Webber
> amwebber@santafenm.gov
>
> *"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."*
>
> *A. Lincoln*
>
> Begin forwarded message:
>
> **From:** Anna Gieselman <acgieselman@yahoo.com>
> **Subject: Re: Please say NO to more light pollution!**
> **Date:** March 31, 2021 at 9:21:13 AM MDT
> **To:** "WEBBER, ALAN M." <amwebber@santafenm.gov>
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Mr. Webber,

Thank you for your response! I hope that we can be a dark sky city and I would love to be kept in the loop about any upcoming changes regarding this issue if there is a 'dark sky email list' that you can add me to.

Sincerely,

Anna Gieselman

On Wednesday, March 31, 2021, 8:48:32 AM MDT, WEBBER, ALAN M. <amwebber@santafenm.gov> wrote:

Dear Anna,

Thanks for your email about the street light replacement project we're undertaking. It's important to note that our current lights are very bad for the environment; they leak a lot of light; they are expensive; and they pollute the night sky much more than the LED lights we're considering.

I'm not sure who's spreading the information that you've received, but please be assured that there is no decision or plan to increase the kelvin rating of our lights. That's simply not accurate.

I'm attaching below a memo sent by our City Manager to the City Council members, detailing our community-led design process. Our aim is to become a Dark Skies City—if we can get there. We'll see.

In the meantime, stay safe,

Alan

Councilors,

The purpose of this email is to provide everyone with an update on the community-driven lighting design process. We are working from the program design that we all agreed to at the Governing Body meeting; it will continue to develop and we are doing our best to keep everyone informed as the project moves ahead. We are very serious about meeting with the community and designing and developing a project that can meet the multiple goals that have been expressed and are required by City Code: protecting and enhancing dark skies, preserving the character of Santa Fe, reduced energy use, meeting all regulations and requirements, and ensuring safety and security. Please feel free to share this with constituents or post on social media.

Here is an update on the progress we've made so far, with some next steps that will be rolling out in the next few days and weeks:

- The project website is being finalized. We are planning to launch the website in next 7 days.
- Four demonstration areas have been identified in different parts of the City. We plan to have these demonstration areas operational by mid-April.
- We have been meeting with the NMDOT weekly to understand their specifications, clarify the question of their legal ability to provide a waiver to the City concerning the performance of different lighting to meet road lighting standards.
- We will be creating a steering committee with representatives from Seniors, Youth, South Side, People with Disabilities, Businesses, Railyard, Environmental, Neighborhood on Southside, Neighborhood on Eastside, Neighborhoods along Cerrillos, Bicyclists, Dark Sky Advocates and other key constituencies that need to weigh in on the lighting design. This committee will meet several times, attend the demonstrations and make a recommendation to the Governing Body on the lighting design.
- We are developing questionnaires that will allow community members to submit their thoughts and express their priorities and preferences.
- We are gathering email addresses of people who want to be kept informed as the community-driven lighting design process proceeds.

Please let us know as you hear of additional concerns or questions and we'll do our best to get them addressed.

Thanks!
Jarel

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Mar 31, 2021, at 8:38 AM, Anna Gieselman <acgieselman@yahoo.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Santa Fe Mayor and City Councilors:

I am a resident of Santa Fe. I am writing to you now to express my concern with one aspect of the City's plan to improve its street lighting, which you will be taking up this Wednesday. The increase of light color temperature is a big problem!

The spread of artificial lighting means most of us no longer experience truly dark nights. Research suggests that artificial light at night can negatively affect human health, increasing risks for obesity, depression, sleep disorders, diabetes, breast cancer and more. Naturally dark night sky shouldn't be a luxury afforded by those who can travel to exotic far off places. **We need to protect our beautiful star-lit skies now more than ever!**

Correspondingly, I urge you to postpone any decision on this matter and take additional time to ensure that you have heard from subject experts, sample peer-city experiences, and properly address public concerns.

Sincerely,

Anna Gieselman

1076 Osage Cir, 87505

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Street light Demo

Jay Bush <484jbd@comcast.net> Thu, Apr 29, 2021 at 1:21 PM
To: SantaFeLED@dalkiasolutions.com
Cc: "LINDELL, SIGNE I." <silindell@santafenm.gov>, rdvillarreal@santafenm.gov

We viewed the Frenchy's Park demo the other night. I could not see any significant difference between the 6 different fixtures. But I was struck by the glare from all fo them. When I was within 100 feet of the fixtures the light source was very bright, one had to avert my eyes. I was not looking up but forward. We have a street light on the hill above our house, I wouldn't be able to look in that direction at night comfortably. Since that time we have been noticing existing street lights, none of the many different styles have the glare issue and most are a warmer color. We drove down to the New Mexican Printing Shop and those lights at 2000°K are a more pleasing color and had none of the glare issues, although I suspect the light output of those fixtures is less than required for a street light.
Thank you for seeking public input. I hope the demos on display are not the only options. I would rather see the existing fixtures remain than have the new LED's.

Jay

Jay Bush design
505.988.5805

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Fwd: street light project

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Thu, Apr 8, 2021 at 7:55 PM
To: Albert Shultz <shultzaw@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Thank you Councilor Cassutt-Sanchez and thank you Mr. Shultz for reaching out for more information.

We are launching our website this weekend, which we're incredibly excited about! I believe the city plans to post on their social media and I will be announcing this information to everyone I've compiled on my contact list so far as soon as the site is live. The website will feature educational information, project benefits, and a feedback form as well as a phone number for residents to submit any feedback they may have, or reach out with questions.

In a couple of weeks, Dalkia will be opening five demonstration sites located throughout the city to the public, which will display the various design aspects of street lighting to allow everyone to get a tangible idea of how different design aspects will look and feel in the city. Each demonstration site will host an in-person workshop during the month of April. In tandem with our web and phone-based feedback collection, these in-person workshops will ensure we're able to collect as much feedback as possible to finalize a community-driven street lighting design proposal for the city.

Additionally, I've been working with City Councilors and Committees, as well as community-based advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven. All Steering Committee meetings will be led by a third-party facilitator to ensure objectivity and equity in the discussions. Myself on behalf of Dalkia, Jamie Aranda on behalf of PNM, and Santa Fe's Director of Public Works, Regina Wheeler, will be available to answer questions or provide additional clarification if needed. This committee is asked to convene to receive education, discuss community priorities, and provide recommendations to Dalkia to further guide the final lighting design plan, which will eventually be presented to the Governing Body for a vote.

Along with Director Wheeler and Mayor Webber, I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project. I'm also working to communicate with the City of Flagstaff and the City of Tucson, which both underwent LED street light conversion, and are IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

If you have any other questions or would like additional information, please don't hesitate to ask.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Thu, Apr 8, 2021 at 2:37 PM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Good afternoon Mr. Shultz,
>
> I will let Cheyenne provide you with that update. I also am hoping for the Governing Body to get an update on where we are with this process soon so we can both be informed as well as the public have an opportunity to hear about it. I will follow up with our staff on that.
>
> Thank you so much,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Albert Shultz <shultzaw@gmail.com>
> **Sent:** Thursday, April 8, 2021 11:49:28 AM
> **To:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> **Cc:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** Re: street light project
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Hello Cheyenne and Jamie,
>
> About two weeks ago you wrote to me (below) about the project website, the commmunity engagement process, and the refining of the design plan. Is there any news regarding these things?
>
> Thank you in advance for keeping me informed—
>
> Albert Shultz
>
> > On Mar 26, 2021, at 5:58 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> >
> > Thank you, Councilor Cassutt-Sanchez!
> >
> > Good evening Mr. Shultz,
> >
> > Thank you for your vested interest in this project for the city. We're eagerly anticipating the launch of the project website, coming next week, which will contain much more detailed information about our project and our planned demonstrations. I think it will be a huge step forward in engaging with the community of Santa Fe and making sure everyone feels heard. Dalkia is working diligently with the City of Santa Fe and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something everyone can support confidently.
> >
> > I'm looking forward to continuing engagement with you and your fellow neighbors about this project.
> >
> > Thank you,
> >
> > Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Mar 26, 2021 at 4:28 PM Albert Shultz <shultzaw@gmail.com> wrote:

Thank you — I look forward to hearing more, as soon as there is any news on the timeline and procedure.

Albert

On Mar 26, 2021, at 9:53 AM, CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

Good afternoon Mr. Shultz,

Thank you so much for your email and your interest in this important issue. I am including Ms. Cheyenne Ernst on this email. She is collecting names and contact information of individuals who would like to be involved in the community engagement and feedback components of the lighting design process.

Thank you again,
Jamie

Jamie Cassutt-Sanchez
Santa Fe City Councilor District 4
505.955.6817 office
505.629.9820 cell
jcsanchez@santafenm.gov

From: Albert Shultz <shultzaw@gmail.com>
Sent: Wednesday, March 24, 2021 9:25:16 AM
To: WEBBER, ALAN M. <amwebber@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: street light project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Webber and City Councillors:

A month ago, the Governing Body approved the contract with Dalkia to install new LED streetlights, with amended conditions to ensure public input and a more detalied plan. I am writing in the hope of learning details of a design timeline and public review process.

I hear from acquaintances that DPW's plan to use 4000K lights is continuing unchanged in spite of considerable public objection. This is a concern, as one of the important items for public input would seem to be the types of lights to be used in various parts of town. I truly hope that the public engagement that DPW is promising is undertaken in good faith, and not simply as a box to check on a predetermined path.

If Dalkia continues as the chosen contractor — as I expect they will, gven the financial synergies claimed by the City — I think the City needs to act with all due responsibility to the citizens to get a good result that truly looks to the future. If the proposed luminaires are sold as "smart ready," then we should investigate the up-front costs of making the lights dimmable from the start, versus adding this option at a later date. If there are other lights that serve our purposes better than the ones Dalkia has proposed (e.g., LEDs at CCT 2,200K or 2,700K, or models with better color rendering or efficiency), then we should investigage these alternatives. At the Feb. 24 meeting the Dalkia representatives indicated some flexibility, so we should be under no obligation to this no-bid contractor to accept their first offer as the only choice. Otherwise, as the saying goes, we will marry in haste and repent at leisure.

Sincerely,

Albert Shultz
208A La Cueva Rd., Glorieta NM 87535
107 Cienega St., Santa Fe NM 87501

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If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the
sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Council Meeting Agenda Wednesday, March 31, 2021

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 4:06 PM
To: Jean Neblett <jeanneblett@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Good afternoon Ms. Neblett,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 1:03 PM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Hi Jean,
>
> It looks like I forgot to include Cheyenne on the previous email. Correcting that here!
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Jean Neblett <jeanneblett@gmail.com>
> **Sent:** Friday, April 2, 2021 1:13:11 PM
> **To:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** Re: Council Meeting Agenda Wednesday, March 31, 2021
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Thank you for your response. I look forward to further information as this issue progresses.
> ~Jean Neblett
>
> On Fri, Apr 2, 2021 at 10:29 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:
>
> > Dear Ms. Neblett,
> >
> > Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
> >
> > I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
> >
> > Thank you again,
> > Jamie
> >
> > Jamie Cassutt-Sanchez
> > Santa Fe City Councilor District 4
> > 505.955.6817 office
> > 505.629.9820 cell
> > jcsanchez@santafenm.gov
> >
> > ---
> >
> > **From:** Jean Neblett <jeanneblett@gmail.com>
> > **Sent:** Tuesday, March 30, 2021 11:28:26 PM
> > **To:** VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; Mayors Office <mayor@santafenm.gov>
> > **Subject:** Council Meeting Agenda Wednesday, March 31, 2021

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Honorable Mayor and Council Members:

Concerns arise that Wednesday's agenda includes action on the lighting changes to public street lights in Santa Fe. This item was to be postponed for community input and consideration of full cut-off of light and 2200-2700 Kelvin fixtures with late night dimming.

Please do not consider this very important item until we, the public, have been heard. Our skies are too important to allow 3-4000K unshielded lighting in the city.
Sincerely,
Jean Neblett
--
Jean Neblett
133 Camino de las Crucitas
Santa Fe, NM 87501
Landline: 505-988-1658
Cell: 415-308-7494

--
Jean Neblett
133 Camino de las Crucitas
Santa Fe, NM 87501
Landline: 505-988-1658
Cell: 415-308-7494

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: New City Lighting

Jim Mafchir <westernedge@cnsp.net> Fri, Apr 2, 2021 at 3:39 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Cheyenne

Thank you and the rest of the council and mayor for taking this endeavor so seriously.

Jim

Sent from my iPhone

> On Apr 2, 2021, at 3:16 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Hello Mr. Mafchir,
>
> Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
>
> We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.
>
> The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.
>
> I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
>
> I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.
>
> I'm looking forward to continuing to engage with you and your fellow neighbors.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Fri, Apr 2, 2021 at 9:00 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:
> Dear Mr. Mafchir,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Jim Mafchir <westernedge@cnsp.net>
> **Sent:** Wednesday, March 31, 2021 4:05:47 PM
> **To:** Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>
> **Cc:** RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
> **Subject:** New City Lighting
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> I applaud the city in wanting to install more efficient street lighting, but have concerns about the choices being made. The proposed level of 3000 kelvin for residential streets and 4000 kelvin is way too bright. Consider that 5000 kelvin is conidered mid-daylight bright at sea level. This would be disturbing to humans, even in their homes, and to animals. It would also obscure the night sky which, In Santa Fe, is a treasure with the view of stars, even the milky way. And finally, consider the color of the light. A bright blue-white light is visually unappealing. Santa Fe is a historic city with a rural feel through large swatches of it. Bright blue-white lights ruins that.

So, lower lighting levels, shielded lighting, and lighting color. Perhaps a test street of new lighting can be installed so peole can see for themselves.

Sincerely,

James Mafchir,
126 Candelario Street
Santa Fe, NM 87501

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: New City Streetlights

Beryl Birch <yoga@power-yoga.com> Sun, Apr 11, 2021 at 9:04 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Dear Cheyenne,

Thank you so much for your thoughtful response.

All the best in your work in keeping our beloved city safely dark *and* illumined.

Beryl

Beryl Bender Birch, E-RYT500, C-IAYT
Executive Director
The Hard & The Soft Yoga Institute
PO Box 119
Great Barrington, MA 01230
631 680-8366
yoga@power-yoga.com

On Apr 11, 2021, at 5:13 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Hello Beryl,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently. Color temperature is one of several critical lighting design aspects being accounted for. It's important to note that the "brightness" of the street lights is the lumen output, which is independent from the color temperature measured in Kelvins. Color temperature is a measure of the yellow or blueness of the light, while the brightness, or lumen output, could be the exact same across various color temperatures.

We are soon launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.

If you have any other questions or would like additional information, please don't hesitate to reach out. I'm looking forward to continuing to work with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, Apr 5, 2021 at 9:15 PM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

Dear Beryl,

Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city. I believe you are already on the list, but want to make sure just in case.

I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.

Thank you again,
Jamie

Jamie Cassutt-Sanchez
Santa Fe City Councilor District 4
505.955.6817 office
505.629.9820 cell
jcsanchez@santafenm.gov

From: Beryl Birch <yoga@power-yoga.com>
Sent: Sunday, April 4, 2021 12:23:59 PM
To: Mayors Office <mayor@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; Dayal Dei Saini <dylsain@aol.com>
Subject: New City Streetlights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

Converting to LED lightbulbs could be a laudable effort in terms of energy savings, but it is critically important that we pay attention to the level of brightness this conversion will project. I have spent time in places with 3000+ level LED lights and they emit a ghastly bluish pall over the landscape and a very chilly & toxic energy. We don't want this.

It would be a huge mistake to install too bright LED lights and also, to neglect to specify the "warm" light variety, with the good intention to simply brighten up the City. We are a warm, welcoming, community and we want to project that warm glow feeling in our lighting. Please deliberate mindfully and keep in mind what light energy we want to live under, share with our neighbors, and communicate to the general public. We are known as a healthy, pristine, safe, colorful sanctuary of a city. We don't want to risk spoiling that with thoughtless lighting,

Beryl Bender Birch, E-RYT500, C-IAYT
Executive Director
The Hard & The Soft Yoga Institute
PO Box 119
Great Barrington, MA 01230

635 West San Francisco #B
Santa Fe, NM 87501
631 680-8366
yoga@power-yoga.com

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Street Lights

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 2:34 PM
To: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>
Cc: Dawn Bunetta <shoofly1010@gmail.com>

Hello Ms. Bunetta,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 9:27 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Ms. Bunetta,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Dawn Bunetta <shoofly1010@gmail.com>
> **Sent:** Wednesday, March 31, 2021 6:03:15 AM
> **To:** RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; romero-wirth@santafenm.gov <romero-wirth@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>
> **Subject:** Street Lights
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Santa Fe Mayor and City Councilors:
>
> I am a resident of Santa Fe, having moved here attracted by its quality of life, its respect for the environment, and its glorious dark skies. I am writing to you now to express my concern with one aspect of the City's plan to improve its street lighting, which you will be taking up this Wednesday.
>
> My particular concern is with the choice of a high correlated color temperature (CCT) – 3000 K to 4000 K – for the street lighting. Such a choice is generally recognized by the medical community, lighting security experts, and the astronomical community for its documented negative effects on human health, highway safety, and night sky protection.
>
> Highway safety experts have long noted that high CCT lighting increases roadway glare, and that low (2200 K – 2700 K) lighting is preferred for its superior penetrating ability through dust and other particulates.
>
> The professional astronomical community has documented the very damaging effects that high CCT lighting has on the night sky: effects that can be measured hundreds of miles from a city's center.

The Thursday, February 18 article in the Santa Fe New Mexican strongly suggests that the City has not properly consulted current expert advice and best practice recommendations regarding the CCT of lighting for road and highway safety, human health, and its effects on the night sky. Certainly the choices that are being recommended for Santa Fe run counter to the choices made by other municipalities of similar size, geography, and demographics.

Correspondingly, I urge you to postpone any decision on this matter and take additional time to ensure that you have heard from subject experts, sample peer-city experiences, and properly address public concerns.

Sincerely,

Dawn Bunetta

930 Shoofly Street

Santa Fe, NM. 87505

DISTRICT 2
PROJECT-RELATED CONSTITUENT EMAILS

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: CITY LIGHTS- person to be added to email list

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 23, 2021 at 2:27 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>

No problem, I think you probably did! I have Ms. Hinlicky on our contact list.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 23, 2021 at 1:50 PM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

> Hi! Just saw this. Not sure if I sent before
>
> Regina Wheeler
> City of Santa Fe
> Public Works Director
> 505-955-6622 (o)
> 505-690-4197 (m)
> rawheeler@santafenm.gov
>
> ---
>
> **From:** WEBBER, ALAN M. <amwebber@santafenm.gov>
> **Sent:** Thursday, April 1, 2021 9:45 AM
> **To:** jean hinlicky <jean.hinlicky@gmail.com>
> **Cc:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Subject:** Re: CITY LIGHTS
>
> We'll make sure you get added to the contact list. Right now, the State is working very collaboratively with us—we're all hoping we can work toward (and achieve!) a Dark Skies City designation. So stay tuned!
>
> Alan
>
> Alan Webber
> amwebber@santafenm.gov
>
> *"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."*
>
> *A. Lincoln*
>
> On Apr 1, 2021, at 9:41 AM, jean hinlicky <jean.hinlicky@gmail.com> wrote:
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Thanks for this information and for writing back so promptly. I would very much like to stay involved, and would like to be put onto the email list for concerned citizens. I have received a helpful reply from Carol Romero-Wirth so that's great.
>
> I was disturbed to discover that St. Michael's, Old Pecos and 475 are all state owned. The changes that may come with 4000K are worrisome at best. It's a great idea to do demonstration areas, and I'll be watching for these to be announced.

JH

On Thu, Apr 1, 2021 at 9:32 AM WEBBER, ALAN M. <amwebber@santafenm.gov> wrote:

Dear Jean,

Thanks for your email about street lights and the upcoming project to replace our outmoded and environmentally unsound lights. The LED project will be better for our night skies, save money, and be more sustainable.

Here's an email that our City Manager sent to the Governing Body:

Councilors,

The purpose of this email is to provide everyone with an update on the community-driven lighting design process. We are working from the program design that we all agreed to at the Governing Body meeting; it will continue to develop and we are doing our best to keep everyone informed as the project moves ahead. We are very serious about meeting with the community and designing and developing a project that can meet the multiple goals that have been expressed and are required by City Code: protecting and enhancing dark skies, preserving the character of Santa Fe, reduced energy use, meeting all regulations and requirements, and ensuring safety and security. Please feel free to share this with constituents or post on social media.

Here is an update on the progress we've made so far, with some next steps that will be rolling out in the next few days and weeks:

- The project website is being finalized. We are planning to launch the website in next 7 days.
- Four demonstration areas have been identified in different parts of the City. We plan to have these demonstration areas operational by mid-April.
- We have been meeting with the NMDOT weekly to understand their specifications, clarify the question of their legal ability to provide a waiver to the City concerning the performance of different lighting to meet road lighting standards.
- We will be creating a steering committee with representatives from Seniors, Youth, South Side, People with Disabilities, Businesses, Railyard, Environmental, Neighborhood on Southside, Neighborhood on Eastside, Neighborhoods along Cerrillos, Bicyclists, Dark Sky Advocates and other key constituencies that need to weigh in on the lighting design. This committee will meet several times, attend the demonstrations and make a recommendation to the Governing Body on the lighting design.
- We are developing questionnaires that will allow community members to submit their thoughts and express their priorities and preferences.
- We are gathering email addresses of people who want to be kept informed as the community-driven lighting design process proceeds.

Please let us know as you hear of additional concerns or questions and we'll do our best to get them addressed.

Thanks!
Jarel

I hope this gives you more information about our street lighting project. Please stay involved!

Alan

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Mar 31, 2021, at 8:36 PM, jean hinlicky <jean.hinlicky@gmail.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello. I have been following the issue of streetlight replacement, light pollution, safety etc. I hae written to a coupoe of you before, but decided to include you all on this email since you are meeting and making decisions.

I support the change in streetlights to minimize energy use but I am overwhelmingly opposed to excessively bright lights that appear to have been planned for in the agreement with the contractor. We need the minimum light for safety and nothing more. My understanding is that safety research has not shown the need even in commercial areas for more than 3000 lumens and less is needed in residential areas. So I hope that you will agree to that, plus a warmer less blue

light that is much more calm and less garish and intrusive. Also I strongly hope that the city will pay for dimming capability which should give us the flexibility we need to be safe and yet maintain our blessedly wonderful dark skies.

Thanks for listening.

Jean Hinlicky

631 Camino de la Luz

Santa Fe 87505

--

EMAIL TRANSMISSIONS ARE NOT ALWAYS SECURE. PLEASE TAKE MEASURES TO SAFEGUARD YOUR PRIVACY.

JAH

--

EMAIL TRANSMISSIONS ARE NOT ALWAYS SECURE. PLEASE TAKE MEASURES TO SAFEGUARD YOUR PRIVACY.

JAH

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Proposal To Replace Santa Fe Street Lighting - please add to public engagement list

WHEELER, REGINA A. <rawheeler@santafenm.gov> Wed, Mar 24, 2021 at 8:07 PM
To: francesca banci <fbanci@yahoo.com>, "WEBBER, ALAN M." <amwebber@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>

Hello Ms. Banci,

Thank you for requesting to be engaged in the streetlight community driven design project. We will add you to the list to stay informed.

More information coming soon!

Best,

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: francesca banci <fbanci@yahoo.com>
Sent: Wednesday, March 24, 2021 8:32 PM
To: WEBBER, ALAN M. <amwebber@santafenm.gov>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: Re: Proposal To Replace Santa Fe Street Lighting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This is my email: FBanci@yahoo.com

Please keep me informed as the community-driven lighting design process proceeds.

Francesca Banci
1030 W Houghton Street
Santa Fe, NM 87505

On Wednesday, March 24, 2021, 09:32:27 PM EDT, WEBBER, ALAN M. <amwebber@santafenm.gov> wrote:

Here's an update the City Manager sent out last night to the City Council to provide an update on our progress:

Councilors,

The purpose of this email is to provide everyone with an update on the community-driven lighting design process. We are working from the program design that we all agreed to at the Governing Body meeting; it will continue to develop and we are doing our best to keep everyone informed as the project moves ahead. We are very serious about meeting with the community and designing and developing a project that can meet the multiple goals that have been expressed and are required by City Code: protecting and enhancing dark skies, preserving the character of Santa Fe, reduced energy use, meeting all regulations and requirements, and ensuring safety and security. Please feel free to share this with constituents or post on social media.

Here is an update on the progress we've made so far, with some next steps that will be rolling out in the next few days and weeks:

- The project website is being finalized. We are planning to launch the website in next 7 days.
- Four demonstration areas have been identified in different parts of the City. We plan to have these demonstration areas operational by mid-April.
- We have been meeting with the NMDOT weekly to understand their specifications, clarify the question of their legal ability to provide a waiver to the City concerning the performance of different lighting to meet road lighting standards.

- We will be creating a steering committee with representatives from Seniors, Youth, South Side, People with Disabilities, Businesses, Railyard, Environmental, Neighborhood on Southside, Neighborhood on Eastside, Neighborhoods along Cerrillos, Bicyclists, Dark Sky Advocates and other key constituencies that need to weigh in on the lighting design. This committee will meet several times, attend the demonstrations and make a recommendation to the Governing Body on the lighting design.
- We are developing questionnaires that will allow community members to submit their thoughts and express their priorities and preferences.
- We are gathering email addresses of people who want to be kept informed as the community-driven lighting design process proceeds.

Please let us know as you hear of additional concerns or questions and we'll do our best to get them addressed.

Thanks!
Jarel

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Mar 24, 2021, at 6:44 PM, francesca banci <fbanci@yahoo.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Webber and Councilwoman Carol Romero-Wirth,

I am a one-year resident of Santa Fe, having moved here from Long Island NY, attracted by, its respect for the environment, and its glorious dark skies (long extinct on Long Island, NY). I am writing to you now to express my concern with one aspect of the City's plan to improve its street lighting, which you will be taking up this Wednesday.

My particular concern is with the choice of a high correlated color temperature (CCT) – 3000 K to 4000 K – for the street lighting. Such a choice is generally recognized by the medical community, lighting security experts, and the astronomical community for its documented negative effects on human health, highway safety, and night sky protection.

This choice is contrary to the recommendation of the American Medial Association, which has advised that outdoor night-time lighting should not exceed a CCT of 3000 K, and is best kept below that level.

Security consultancies advise keeping lighting CCT below 3000 K to preserve the ability of security cameras to accurately render color and avoid being blinded by the increased glare and scattering associated with higher CCT lighting.

Highway safety experts have long noted that high CCT lighting increases roadway glare, and that low (2200 K – 2700 K) lighting is preferred for its superior penetrating ability through dust and other particulates.

The professional astronomical community has documented the very damaging effects that high CCT lighting has on the night sky: effects that can be measured hundreds of miles from a city's center.

The Thursday, February 18 article in the Santa Fe New Mexican strongly suggests that the City has not properly consulted current expert advice and best practice recommendations regarding the CCT of lighting for road and highway safety, human health, and its effects on the night sky. Certainly the choices that are being recommended for Santa Fe run counter to the choices made by other municipalities of similar size, geography, and demographics.

Correspondingly, I urge you to postpone any decision on this matter and take additional time to ensure that you have heard from subject experts, sample peer-city experiences, and properly address public concerns.

Sincerely,

Francesca M. Banci

631-793-6139

1030 W. Houghton Street

Santa Fe, NM 875050

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: I'd like to assist or participate in the Citizens Committee for the Streetlighting Project?

WHEELER, REGINA A. <rawheeler@santafenm.gov> Thu, Apr 22, 2021 at 10:09 PM
To: Nina Binin <nbininberg@gmail.com>, "cheyenne.ernst@dalkiasolutions.com" <cheyenne.ernst@dalkiasolutions.com>

Hello Nina!

Thank you so much for reaching out and offering assistance!

We would certainly appreciate speaking with you about this project, getting your feedback and recommendations, and discussing your involvement. I've included Cheyenne Ernst on this message, she and I are managing the project.

I have time Monday morning and Cheyenne and I have a meeting already scheduled, perhaps you could join us at 9:30. Would that work for you? Cheyenne, does that time still work for you? Might you be travelling at that time?

Our demonstration areas have a grand opening tomorrow. I'll be at Frenchy's Field 8-9:30, it would be great if you could stop by.

Either way, I look forward to engaging you in this project!

Best,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: Nina Binin <nbininberg@gmail.com>
Sent: Thursday, April 22, 2021 10:20 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: I'd like to assist or participate in the Citizens Committee for the Streetlighting Project?

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Public Works Director Wheeler,

My name is Nina Binin and I have lived at 650 1/2 Camino Lejo since June 2019. I realize I'm a "newbie" to town, but I would be very interested in becoming a member of the citizen's committee on the Streetlighting Project, or perhaps in assisting on a volunteer basis in some way. As I'll explain, I have a relevant background and a sincere desire to be available to the public to hear their questions and concerns.

I am a retired municipal government manager with a Masters in Public Administration degree. My professional experience includes analytic positions at the Budget/Finance Offices and administrative/liason positions at Departments of Public Works in both the City of New Haven, CT and in Tampa, FL. In New Haven, I assisted the City in studying and making recommendations regarding their street lighting and underground lighting systems (back when lighting was being upgraded to high pressure sodium). Also, having worked as the Budget Director in Norwalk, CT, the Assistant Town Manager in Avon, CT, and the Risk Manager in Windsor, CT, I gained a deep appreciation for the importance for public officials to be ready and available to discuss with the public their perceptions, questions and frustrations with government policies, services and decisions impacting their lives.

Street lighting is ubiquitous, impacts everyone and each person has their own concerns and feelings about it. I believe I am ready to become available to help Santa Fe receive public input and feedback, as well as to help in some way as a private citizen (with the experience of a seasoned municipal bureaucrat).

As you well know, being in the public eye and on the receiving end of public feedback is definitely not always a picnic. But the back and forth can also be gratifying and fulfilling.

I'm available to serve in a citizen capacity during this phase of implementing a modern, well designed, operationally efficient street lighting system that also meets the public's concerns, needs and desires. Please let me know if I can assist you and the City of Santa Fe in some way.

I look forward to your reply.

Yours truly,

Nina Binin

650 1/2 Camino Lejo

Santa Fe. NM 87505

nbininberg@gmail.com

mobile: 860-916-1067

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Public Works Street Lighting nextdoor Posting - add person to list

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Mar 24, 2021 at 5:54 PM
To: "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Thank you Director Wheeler for forwarding this along, and thank you Councilor Romero-Wirth for sharing the most up to date news regarding this plan with your constituents.

We're eagerly anticipating the launch of the website, I think it will be a huge step forward in engaging with the community of Santa Fe and making sure everyone feels heard. Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something everyone can support confidently.

Please feel free to reach out to me if you have any questions or need additional information about this project to support your constituents.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Wed, Mar 24, 2021 at 12:03 PM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

> You bet Councilor-Romero Wirth. Cheyenne will add her to the list.
>
> Thank you!
>
> Regina
>
> Regina Wheeler
>
> City of Santa Fe
>
> Public Works Director
>
> 505-955-6622 (o)
>
> 505-690-4197 (m)
>
> rawheeler@santafenm.gov
>
> ---
>
> **From:** ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>
> **Sent:** Wednesday, March 24, 2021 11:07 AM
> **To:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Subject:** Fwd: Public Works Street Lighting nextdoor Posting
>
> Can you add her to mailing list?
>
> Carol Romero-Wirth
>
> City Councilor, District 2
>
> cromero-wirth@santafenm.gov
>
> (505)955-6815 Office
>
> (505)470-2855 Mobile
>
> Facebook & Twitter @romerowirth
>
> ---
>
> **From:** Alexandra Mayo-Cullen <amayocullen@gmail.com>
> **Sent:** Wednesday, March 24, 2021 10:57:40 AM
> **To:** ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>
> **Cc:** GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>
> **Subject:** Re: Public Works Street Lighting nextdoor Posting
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Carol,

Thank you so much for this information. I plan to stay informed and involved. The message you included says “We are gathering email addresses of people who want to be kept informed”. How can I get on this mailing list?

Best,

Alexandra

On Mar 24, 2021, at 7:05 AM, ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov> wrote:

Alexandra,

Latest Information sent from the City Manager last night to Councilors to share with the community:

Councilors,

The purpose of this email is to provide everyone with an update on the community-driven lighting design process. We are working from the program design that we all agreed to at the Governing Body meeting; it will continue to develop and we are doing our best to keep everyone informed as the project moves ahead. We are very serious about meeting with the community and designing and developing a project that can meet the multiple goals that have been expressed and are required by City Code: protecting and enhancing dark skies, preserving the character of Santa Fe, reduced energy use, meeting all regulations and requirements, and ensuring safety and security. Please feel free to share this with constituents or post on social media.

Here is an update on the progress we’ve made so far, with some next steps that will be rolling out in the next few days and weeks:

- The project website is being finalized. We are planning to launch the website in next 7 days.
- Four demonstration areas have been identified in different parts of the City. We plan to have these demonstration areas operational by mid-April.
- We have been meeting with the NMDOT weekly to understand their specifications, clarify the question of their legal ability to provide a waiver to the City concerning the performance of different lighting to meet road lighting standards.
- We will be creating a steering committee with representatives from Seniors, Youth, South Side, People with Disabilities, Businesses, Railyard, Environmental, Neighborhood on Southside, Neighborhood on Eastside, Neighborhoods along Cerrillos, Bicyclists, Dark Sky Advocates and other key constituencies that need to weigh in on the lighting design. This committee will meet several times, attend the demonstrations and make a recommendation to the Governing Body on the lighting design.
- We are developing questionnaires that will allow community members to submit their thoughts and express their priorities and preferences.
- We are gathering email addresses of people who want to be kept informed as the community-driven lighting design process proceeds.

Please let us know as you hear of additional concerns or questions and we’ll do our best to get them addressed.

Thanks for checking on this!

-Carol

Carol Romero-Wirth

City Councilor, District 2

cromero-wirth@santafenm.gov

(505)955-6815 Office

(505)470-2855 Mobile

Facebook & Twitter @romerowirth

From: Alexandra Mayo-Cullen <amayocullen@gmail.com>
Sent: Tuesday, March 23, 2021 5:39:44 PM
To: GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>
Subject: Public Works Street Lighting nextdoor Posting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr Garcia and Ms Romero-Wirth,

Thank you both so much for returning my call. Below, I copied and pasted the post from nextdoor. The first portion of the post is a response, shared by Brad Jones from Sam. The Response from Sam is a reaction to an email sent to a Mr Baker from Regina Wheeler. A copy of the email from Regina Wheeler is included further down in this posting.

I will stay tuned to this issue and wish to be informed and involved. Please let me know if I can help in any way.

Best regards,

Alexandra

<9f9bf2250e38bac527040a67531b30e7.JPG.76x76.jpg>

Brad C. Jones Casa Alegre • 3 hr ago

Typical transparent, responsive Santa Fe government. I would like to know who is getting what benefit from this refusal to follow the science. Or, like they say...."follow the money". What the Santa Fe Govt. is doing by ignoring the people and the science to do what other cities have already tried and removed because it was a bad idea sounds like pure willful disregard.

"Dear Friends -

We have an urgent need to write - as soon as possible - to the City Council and the Mayor. This morning, Public Works Director Wheeler wrote the e-mail, copied below, to a correspondent who forwarded the note to me. Several things about this not stand-out: * Public Works is apparently proceeding ahead with the 3000K/4000K lighting plan, absent community engagement and without regard for the concerns that led the Governing Body to delay the lighting plan; * Public Works has also revived the suggestion that PNM and PRC are requiring this lighting plan, even though that was debunked before the Feb 24 Council meeting. * Director Wheeler has also reiterated the suggestion she made at the Council meeting, that excess traffic accidents on Airport and on Cerrilos are somehow lighting associated, without any evidence that lighting - as opposed, to say, DUI - is, in fact, the problem. * Director Wheeler's statement that "4000K lights provide better visual acuity and faster driver response times" is contradicted by NM DOT and lighting research over at least the last decade, and is - in any event - a statement that misses the particular issue of how LED streetlights are configured to achieve higher CCT lighting, which leads to excess disability glare, reducing highway safety compared to equivalent incandescent or metal halide lighting of the same temperature. * The suggestion that in-home lighting and outdoor street lighting are somehow comparable is, frankly, ludicrous. It is disrespectful to the correspondent and to anyone who knows anything about indoor and outdoor lighting. * The suggestion that there is no indoor or outdoor lighting available except for 3000 K or 4000 K is flat out wrong. For home lighting this can be checked via Amazon, or by going to Philips lighting or any other lighting vendor online. For street lighting, NMDOT, on their approved products list, includes several luminaries that provided LED lighting at 2700 K. I encourage you to write to the Mayor and the Councilors, today if possible. The simplest possible note would point to Director Wheeler's e-mail and ask why the City proceeding ahead with the original 3000K/4000K lighting plan without regard for the promised community engagement? If you wish, you may also include other points drawn from the list provided above. Sincerely, Sam _____

On Tue, Mar 23, 2021 at 8:43 AM WHEELER, REGINA A. wrote: Thank you Thomas for forwarding Mr. Baker's message. Hello Mr. Baker, I am sorry that the City did not respond to your message. The City is not procuring lights directly. The contractors that are performing the conversion and long term maintenance, PNM and Dalkia, are procuring lights. Neither Dalkia nor PNM are manufacturers of lighting. PNM is highly constrained by a PRC approved equipment list and for consistency, we'll be using those PRC approved lights throughout the project. We are developing a lighting design that meets regulatory requirements and community goals. In the attached presentation, you can see the regulations that we must meet in our design. We are engaging the public and setting up demonstrations so that the community can provide input to our lighting design. We have already established that over 70% of the lights will be 3000K and are evaluating the safest and best solution for our major roadways. 4000k lights provide better visual acuity and faster driver response times. With the aging population and already marginal safety record on our major roadways, safety and security are key concerns for many residents. Note that 4000k lights are used in many people's homes. They are marketed as 'daylight' LEDs in stores. The only other color is 3000k, 'soft light'. The shelves show have about equal numbers of the two colors of light. Thank you for reaching to support the City of Santa Fe in this important project. Best, Regina

Regina Wheeler"

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Street Light Mailing list - please add teresa seamster

WHEELER, REGINA A. <rawheeler@santafenm.gov> Fri, Mar 26, 2021 at 4:47 PM
To: "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "cheyenne.ernst@dalkiasolutions.com" <cheyenne.ernst@dalkiasolutions.com>

You bet!Tere

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>
Sent: Friday, March 26, 2021 4:00 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Street Light Mailing list

Can you add her to the mailing list?

Thank you!

Carol Romero-Wirth

City Councilor, District 2

cromero-wirth@santafenm.gov

(505)955-6815 Office

(505)470-2855 Mobile

Facebook & Twitter @romerowirth

From: Teresa Seamster <ctc.seamster@gmail.com>
Sent: Friday, March 26, 2021 3:56 PM
To: ROMERO-WIRTH , CAROL
Subject: Re: Teresa email

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks for the update!

I will share with Ken.

Hope you both can get some break time soon!

Teresa

On Fri, Mar 26, 2021 at 3:53 PM ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov> wrote:

> Hi Again,
>
> Here is the substance of the email from the City Manager sent to us on March 23 rd on our process:
>
> Councilors,
>
> The purpose of this email is to provide everyone with an update on the community-driven lighting design process. We are working from the program design that we all agreed to at the Governing Body meeting; it will continue to develop and we are doing our best to keep everyone informed as the project moves ahead. We are very serious about meeting with the community and designing and developing a project that can meet the multiple goals that have been expressed and are required by City Code: protecting and enhancing dark skies, preserving the character of Santa Fe, reduced energy use, meeting all regulations and requirements, and ensuring safety and security. Please feel free to share this with constituents or post on social media.
>
> Here is an update on the progress we've made so far, with some next steps that will be rolling out in the next few days and weeks:

- The project website is being finalized. We are planning to launch the website in next 7 days.
- Four demonstration areas have been identified in different parts of the City. We plan to have these demonstration areas operational by mid-April.
- We have been meeting with the NMDOT weekly to understand their specifications, clarify the question of their legal ability to provide a waiver to the City concerning the performance of different lighting to meet road lighting standards.
- We will be creating a steering committee with representatives from Seniors, Youth, South Side, People with Disabilities, Businesses, Railyard, Environmental, Neighborhood on Southside, Neighborhood on Eastside, Neighborhoods along Cerrillos, Bicyclists, Dark Sky Advocates and other key constituencies that need to weigh in on the lighting design. This committee will meet several times, attend the demonstrations and make a recommendation to the Governing Body on the lighting design.
- We are developing questionnaires that will allow community members to submit their thoughts and express their priorities and preferences.
- We are gathering email addresses of people who want to be kept informed as the community-driven lighting design process proceeds.

Carol Romero-Wirth

City Councilor, District 2

cromero-wirth@santafenm.gov

(505)955-6815 Office

(505)470-2855 Mobile

Facebook & Twitter @romerowirth

From: Teresa Seamster <ctc.seamster@gmail.com>
Sent: Friday, March 26, 2021 3:28:26 PM
To: ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>
Subject: Teresa email

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Carol!

Your call is so helpful.

Here is my email:

ctc.seamster@gmail.com

Teresa

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: CITY LIGHTS

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 11:41 AM
To: jean hinlicky <jean.hinlicky@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Ms. Hinlicky,

Thank you for your investment in this project for the City of Santa Fe. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:42 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Ms. Hinlicky,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** jean hinlicky <jean.hinlicky@gmail.com>
> **Sent:** Wednesday, March 31, 2021 8:36:42 PM
> **To:** Mayors Office <mayor@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>
> **Cc:** jean hinlicky <Jean.hinlicky@gmail.com>
> **Subject:** CITY LIGHTS
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Hello. I have been following the issue of streetlight replacement, light pollution, safety etc. I hae written to a coupoe of you before, but decided to include you all on this email since you are meeting and making decisions.
>
> I support the change in streetlights to minimize energy use but I am overwhelmingly opposed to excessively bright lights that appear to have been planned for in the agreement with the contractor. We need the minimum light for safety and nothing more. My understanding is that safety research has not shown the need even in commercial areas for more than 3000 lumens and less is needed in residential areas. So I hope that you will agree to that, plus a warmer less blue light that is much more calm and less garish and intrusive. Also I strongly hope that the city will pay for dimming capability which should give us the flexibility we need to be safe and yet maintain our blessedly wonderful dark skies.
>
> Thanks for listening.
>
> Jean Hinlicky
> 631 Camino de la Luz
> Santa Fe 87505
>
> --
> EMAIL TRANSMISSIONS ARE NOT ALWAYS SECURE. PLEASE TAKE MEASURES TO SAFEGUARD YOUR PRIVACY.
>
> JAH

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Led lights - few questions re: PNM conversion and state lights

WHEELER, REGINA A. <rawheeler@santafenm.gov> Fri, Apr 2, 2021 at 9:53 AM
To: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, Charles Rosacker <charlierosack@gmail.com>
Cc: "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hello Councilor Cassutt-Sanchez and Mr. Rosacker,

I am so glad that you got relief from the nuisance light from the Kaune School fixture. That is one of the goals of this streetlight conversion project, to reduce stray light into people's homes. If the new focused shielding doesn't do the trick, we have supplemental shielding that we can add.

Answers to your questions.

1. I asked the same thing. The Public Regulatory Commission regulates PNM and established the costs to be covered by PNM and costs to be covered by a community for these conversion projects. At $421K, the City is paying around 25% of the cost of conversion of streetlights owned by PNM.

2. The conversion of PNM streetlights saves approximately $300,000 per year through on-bill savings. We expect additional savings from reduced maintenance expenses

3. The City operates and maintains streetlights owned by NMDOT, and therefore, their streetlights will be included in the conversion. Other lights owned by State of New Mexico, are not included. Did you have specific lights you were interested in learning more about?

Please do not hesitate to let me know if you have further questions.

Best,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Sent: Friday, April 2, 2021 11:11:54 AM
To: Charles Rosacker <charlierosack@gmail.com>; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Led lights

Dear Mr. Rosacker,

Thank you so much for your email. In case you have not already been connected to her, I am including Ms. Regina Wheeler on this email so she can assist with answering these questions.

Thank you so much,

Jamie

Jamie Cassutt-Sanchez

Santa Fe City Councilor District 4

505.955.6817 office

505.629.9820 cell

jcsanchez@santafenm.gov

From: Charles Rosacker <charlierosack@gmail.com>
Sent: Wednesday, March 31, 2021 11:36 AM
To: CASSUTT-SANCHEZ, JAMIE A.; COPPLER, JOANNE V.; RIVERA, CHRISTOPHER M.; ROMERO-WIRTH , CAROL; GARCIA, MICHAEL J.; LINDELL, SIGNE I.; rdviallareal@santafe.gov; Mayors Office
Subject: Fwd: Led lights

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Sent from my iPhone

Begin forwarded message:

From: Charles Rosacker <charlierosack@gmail.com>
Date: March 31, 2021 at 11:10:03 AM MDT
To: rrabeyta@santafenm.gov
Subject: Led lights

We live at 1359 Santa Rosa Dr . With a common wall with Kaune School .
The School put into service led light that lite up our bedroom almost like daylight . This impacted our sleep in a negative way .
We had to move our bed and install blackout blinds !

This was eventually resolved .
Street light is about 10 ft away from led light of unknown kelvin value is now on timer !
Just wondering ?
1. Why isn't PNM funding this project .
2, How long will it take to get positive return on investment .
3. Will this project exclude State owned lights ?
Respectfully
The the the Rosacker Family

Sent from my iPhone

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: LED lights-please not so BRIGHT!

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Apr 7, 2021 at 7:45 AM
To: Anne Fredericks <anne@annefredericks.com>

No problem, please let me know if you have other questions or concerns and I'm happy to discuss further. Have a great day, Anne!

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Wed, Apr 7, 2021 at 7:39 AM Anne Fredericks <anne@annefredericks.com> wrote:

> Yes to all
> thanks Cheyenne
> Anne
>
> > On Apr 7, 2021, at 8:27 AM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> >
> > Hi Anne,
> >
> > Thank you for raising these points. The initial project will not involve adding any additional fixtures, simply swapping the luminaires on existing poles with new fixtures. There is potential for elimination of luminaires if the lighting levels on the roadway are deemed adequate. Additionally, the dimming capabilities of these fixtures is very exciting in this regard. They can be dimmed to any percentage of their full brightness (lumen output), which is something we hope the city will implement policies to leverage so as to reduce lighting levels late at night. This is something the City of Tucson does and it makes a great impact!
> >
> > Thank you,
> >
> > Cheyenne
> >
> > Cheyenne Ernst
> > Project Expeditor
> >
> > m: (913) 653 5239
> > dalkiasolutions.com
> > Formerly Groom Energy Solutions, LLC
> > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > Please update your records with our new email format.
> >
> >
> > On Wed, Apr 7, 2021 at 5:57 AM Anne Fredericks <anne@annefredericks.com> wrote:
> > Thank you Cheyenne
> > I have worked on Dark Sky issues in the past.
> > There are huge benefits to proper lighting, particularly the lower lighting levels we hope the SAnta Fe project will embrace.
> > Often, the benefits of lower lighting are counter-intuitive.
> > Driving Safety, property safety are 2 areas where the lower lighting brings benefits. Most people believe stronger light
> > is the answer but this is not true in studies where lower levels of lighting are employed.
> >
> > One issue I fear with this light project is the due to savings from using LED fixtures, towns then believe they can afford
> > more light fixtures and install more pole, more locations.
> > Particularly in the Canyon road area, this should be avoided.
> > 4 of the 6 pole surrounding my property could easily be eliminated and still provide safe lighting.
> > I fear the town will add more fixtures, when in fact , fewer would be desirable.
> >
> > Thank you for your efforts to make this a great project and success for Santa Fe
> > regards
> > Anne
> >
> > > On Apr 2, 2021, at 12:53 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > >
> > > Hi Ms. Fredericks,
> > >
> > > Thank you for your investment in this project for the City of Santa Fe. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
> > >
> > > The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.
> > >
> > > I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
> > >
> > > I'm also working to communicate with the City of Flagstaff and the City of Tucson to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.
> > >
> > > Thank you,
> > >
> > > Cheyenne
> > >
> > > Cheyenne Ernst
> > > Project Expeditor
> > >
> > > m: (913) 653 5239
> > > dalkiasolutions.com
> > > Formerly Groom Energy Solutions, LLC
> > > Same people, same services, new name - Dalkia Energy Solutions, LLC

> > Please update your records with our new email format.
> >
> >
> > On Fri, Apr 2, 2021 at 8:45 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:
> > Dear Ms. Fredericks,
> >
> > Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
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> > I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
> >
> > Thank you again,
> > Jamie
> >
> >
> > Jamie Cassutt-Sanchez
> > Santa Fe City Councilor District 4
> > 505.955.6817 office
> > 505.629.9820 cell
> > jcsanchez@santafenm.gov
> > From: Anne Fredericks <anne@annefredericks.com>
> > Sent: Wednesday, March 31, 2021 5:48 PM
> > To: Mayors Office; VILLARREAL, RENEE D.; LINDELL, SIGNE I.; GARCIA, MICHAEL J.; ROMERO-WIRTH , CAROL; RIVERA, CHRISTOPHER M.; ABEYTA, ROMAN R.; CASSUTT-SANCHEZ, JAMIE A.
> > Cc: Anne Fredericks
> > Subject: LED lights-please not so BRIGHT!
> >
> >
> > CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
> >
> >
> > Dear Mayor Webber and City Councilors
> >
> > Re: Proposed LED lights, Please REDUCE the proposed Kelvin levels to the 2000 Kelvin Range.
> > All lights should have full shielding/cut-off to force the light downward. Neighborhoods don't need the bright light we have
> > now. The proposed brighter lighting for major thoroughfares is also too bright, potentially dangerous.
> >
> > It is well known and well documented, that bright night lights have a negative impact on human health(AMA). In the last
> > several years, these negative health effects have been studied on a broader scale and documented to include disruption of
> > circadian rhythms and heart disease. The bright light contributes to the loss of our ability to enjoy the night sky, the
> > stars and increases peoples dislocation from nature. Social studies have been conducted on the effects of our disconnect
> > from nature, particularly the negative effects on adolescents. The light isn't good for us, it isn't good for birds, wildlife,
> > or the pollinators that make our food crops possible.
> >
> > One of the major draws of Santa Fe is the feeling of being in and near the our beautiful outdoors. There is a great sense of place.
> > The bright lights being planned for will dramatically change the feeling, look and experience for tourists and
> > residents alike-negatively. Lights at the high Kelvin levels proposed will give Santa Fe a suburban look and feeling.
> >
> > Please, by all means, install LED's but the neighborhood lights should be in the lower 2000 Kelvin range,
> > with only a slightly higher range for larger streets like Cerrillos road if you must.(these higher levels for larger roads is questioned in studies)
> > Tucson, with 5 times the population of Santa Fe, has successfully put in 2000 Kelvin range LED's
> > with improvement in visibility, safety and with a nod to the health of all who inhabit their town.
> >
> > In addition to the lower Kelvin range of light, There needs to be full shielding/full cut-off to ensure that lights are lighting
> > streets and sidewalks and not trespassing into or onto adjacent properties. Current lighting on high poles spreads dramatically-
> > into bedrooms, backyards and into the night sky.
> >
> > I am a member of the Canyon Road association. As a group, we have been communicating with the town for more than 2 years about
> > the excessive lighting along Upper Canyon road. A map of my property below shows 5 lights on the edge
> > of my property and 2 adjacent lights. All of these lights shine directly into my home-even with curtains, and a great deal of landscaping,
> > we cannot escape this light trespass.
> > One light installed last year (1) is on such a high pole (and on a private road???) it spreads light across our entire 2 acre property.
> >
> > There is no purpose to such bright lights on high poles without shielding in a residential neighborhood. The city wants me to believe that
> > the LED's will solve all our problems, but through experience, I know better. The lights proposed are too bright, on poles too high to properly shield.
> > Light trespass is being successfully litigated in towns around the country. Santa Fe should avoid
> > this by making the correct lower lighting choice at the outset of the process.
> >
> > Please, I already find the street lighting an assault, the LED's fit the bill , but only if the correct, lower Kelvin levels are installed properly.
> >
> > thank you
> > Anne G. Fredericks
> > 1270 Canyon road
> >
> > <IMG_6032.jpg>
> >
> > This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.
>
>
> This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: New streetlights

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 1:31 PM
To: Judith Gabriele <judegabe@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Ms. Gabriele and Mr. Kelley,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:47 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Ms. Gabriele,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Judith Gabriele <judegabe@gmail.com>
> **Sent:** Wednesday, March 31, 2021 4:39:07 PM
> **To:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** New streetlights
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Councilor Cassutt-Sanchez:
>
> We applaud the city for replacing street lighting with more energy-efficient bulbs. However, we're concerned about the impact the new lighting will have on the night sky, the environment and human health. We know you have a background in public health and the impact on the public's health is a big concern for us.
>
> We request that the city:
>
> 1) use lower intensity LED lights - in the 2,000 kelvin range in residential areas and no brighter than 2,700 Kelvins on the main thoroughfares; and
>
> 2) install full cut off fixtures to fully shield the streetlights so the light won't spread to negatively impact our night skies.
>
> Thank you.
>
> Sincerely,
>
> Judith Gabriele and Vinnie Kelley
>
> 2520 Camino Cabestro
>
> Santa Fe, NM 87505
>
> (District 2)

Sent from Mail for Windows 10

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: streetlights

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 2:09 PM
To: Pelican Lee <pelicanlee4@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Ms. Ackerman,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:54 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Ms. Ackerman,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> PNM has also stated they are committed to meeting the needs of Santa Fe and requirements that come out of . At our next meeting Ms. Jamie Aranda will be present to speak to PNM's role and how they can help us meet our goals for lighting in the City.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Pelican Lee <pelicanlee4@gmail.com>
> **Sent:** Wednesday, March 31, 2021 4:18:50 PM
> **To:** Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
> **Subject:** streetlights
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Councilors and Mayor,
>
> Please **table** the agenda item allowing PNM to install 3,000-4,000 K LED streetlights until the promised **public engagement** and **modeling** of the LED lighting is complete and presentations have been provided by experts in the field.
>
> Thank you,
> Ellen Ackerman
> 730 Columbia St.
> Santa Fe NM 87505

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

the new street lights should be not more than 2700 K

Sterling Grogan <sterling.grogan@gmail.com> Tue, May 11, 2021 at 11:27 AM
To: SantaFeLED@dalkiasolutions.com

Please forward this comment to the City:

The new street lights should be not more than 2700 K

Sterling Grogan
2138 Candelero Street
Santa Fe 87505

Mobile: 505.263.1212
Email: sterling.grogan@gmail.com

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: Light Pollution Abatement - Light and Crime

WHEELER, REGINA A. <rawheeler@santafenm.gov> Tue, Mar 23, 2021 at 8:26 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hello Cheyenne,

Please see Ms. MacInnes' emails below. Maybe we should talk about that presentation that the scientist wants to give and now she wants to see. Then we'll need to respond to her appropriately.

Thank you,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Tuesday, March 23, 2021 9:01 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Fwd: Light Pollution Abatement - Light and Crime

FYI

See below.

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

Begin forwarded message:

From: Diane MacInnes <storyscapes@cybermesa.com>

Subject: Re: Light Pollution Abatement - Light and Crime

Date: March 23, 2021 at 8:54:15 PM MDT

To: "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>

Cc: Mayor Alan Webber <mayor@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councilor Rivera,

Thank you for your prompt response. I thought this information would be helpful as we move forward on the lighting plan. We don't want to increase crime through improper lighting. Please keep me informed.

I look forward to being able to view the zoom presentation that Regina Wheeler said she would set up with John Barantine. He's such a wealth of solid scientifically based information which will help in our planning. It is so important that we do this right the first time.

I have much more information to send you when you're ready. I do hope the period for public engagement will be extended. Please let me know. This investment must not be rushed. We don't want to have to retrofit later. It would be more costly for the city.

Sincerely,

Diane MacInnes

Santa Fe

Sent from my iPhone

On Mar 23, 2021, at 8:19 PM, RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov> wrote:

Diane,

Thanks for reaching out to me. I will take a look at the information you provided.

C Rivera

Get Outlook for iOS

From: Diane MacInnes <storyscapes@cybermesa.com>
Sent: Tuesday, March 23, 2021 2:27:46 PM
To: RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>
Cc: Mayors Office <mayor@santafenm.gov>
Subject: Light Pollution Abatement - Light and Crime

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councilor Rivera,

Thank you for bringing up the issue of crime as it relates to lighting at the Feb 24, 2021 City Council Meeting. Since then, I have researched the issue, and am continuing to do so. I'm writing to share a part of what I have learned.

Although some constituents may equate more lighting with decrease in crime, statistics do not confirm that there is a correlation. If anything, improper bright lighting can increase crime. A local example is on the corner of Old Pecos Trail and West Zia Road. A few months ago, the old lighting was replaced by strong blue LED light. Since then vandals have used the lighting to accelerate their offensive and demeaning graffiti in the tunnel under Old Pecos Trail, even writing a warning threatening anyone who would report it. As you will see in the article below, this result of increased lighting causing such issues is common.

One month has passed since the city passed the ordinance funding implementation of a new lighting plan. This is a great opportunity to make informed decisions to enhance the quality of life in Santa Fe, if done correctly. Many aspects of the plan are positive, but from the research I have read, it is evident that 3,000K-4,000K is not advisable. It is liable to increase crime, create disability glare causing more traffic incidents, affect public health and safety, and affect the ambiance of Santa Fe which draws tourism dollars due to our historical nature.

The public was promised a chance to review the lighting options and weigh in on the various designs. As yet, this has not happened, and now there are only two months left. In Oakland, CA, when a poorly designed lighting plan was implemented, residents forced the city to retrofit all of the lights, at great cost. Santa Fe must avoid such a scenario by getting it right the first time. This is an investment in our future.

I spent a number of hours learning about the complex technical aspects of kelvin, lumens, and wave lengths as applied to street lighting from John Barantine, a wonderful resource. He is willing to do a zoom presentation for the council and the city. I've sent this information to Mayor Webber and received a positive response from Director Regina Wheeler, but as yet have not heard about a date.

Would it be possible for the city to extend the period to at least six months to properly research the technical aspects of lighting and its affects and allow input from experts in the field as well as from the public?

Below I have attached one article regarding this issue. I have others I can send to you, if you are interested in more studies:

Light and Crime

Fear of increased crime is the most significant concern expressed by people when asked about reducing light pollution. It is commonly believed that nighttime lighting reduces crime, yet studies of crime conclude primarily that only our fear of crime is reduced. Although there is an overwhelming view that all-night lighting prevents crime, crime data do not show a strong relationship between lighting and crime rate.

The belief that lighting reduces crime is widely held and this and related issues have been examined in many places over the past few decades with some surprising results.

Numerous investigations of the supposed relationship of light and crime have been undertaken are listed at http://amper.ped.muni.cz/light/crime/OLCpt2.htm and http://amper.ped.muni.cz/light/ctstarwchr/LiteLynx.htm#crime.

A test in West Sussex, UK showed crime went up in lit areas. In certain test areas, all-night lighting was installed; other areas were kept as control areas. West Sussex Police monitored the crime patterns for comparison with the previous year in both test and control areas and polled residents about their perceptions and the affects of the all-night lighting.

Polling results confirmed people thought lighting prevents crime and most residents felt safer after the all-night lights were installed. Crime statistics, though, showed a 55% increase in crime in the test areas as compared to the control areas and to the county as a whole! West Sussex has subsequently decided against all-night lighting.

And there's another surprise: Police report that such darkness is often safer. That's partly because neighbors soon learn to alert police if they see any lights on in a building. There's even less graffiti because it's usually lighted walls that attract the spray-can vandals, not dark ones.

The San Diego police have gone on record indicating they see no real influence of lighting source on crime levels. Commonly, people's perception about what lowers the risk of crime is not based the facts of the situation.

Vandalism and graffiti have been successfully reduced in many American schools with the Dark Campus Policy that was begun in San Antonio in the 1970s. Vandalism and graffiti-and the associated cost of repairs-dropped immediately when "security" lights were removed or turned off.

https://calgary.rasc.ca/lp/crime.html

I look forward to hearing from you and working together with the city to address the city lighting plan. This is a wonderful opportunity to create a positive outcome.

Sincerely,

Diane MacInnes

Santa Fe

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Fwd: the link doesn't work, again

WHEELER, REGINA A. <rawheeler@santafenm.gov> Fri, Apr 30, 2021 at 6:28 AM
To: Diane MacInnes <storyscapes@cybermesa.com>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "WEBBER, ALAN M." <amwebber@santafenm.gov>, "GARCIA, MICHAEL J." <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>

Hello Diane,

Thank you for forwarding your friend's thoughtful email! I'm so sorry she had trouble with the website.

We haven't had other reports of the feedback form not working. I hope anyone that does have trouble, finds a way to let us know as your contacts have.

Best,

Regina

From: Diane MacInnes <storyscapes@cybermesa.com>
Sent: Thursday, April 29, 2021 5:57 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>
Subject: Fwd: the link doesn't work, again

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Cheyenne,

I have received another email from someone who can't get the website to function to accept her comments. Nor could she get the phone number to work. This is a person who is very computer savvy and a powerhouse in many organizations. I gave her the same advice you sent for the last person who had difficulty. You had suggested making sure all the fields were completed. Both constituents tried, but finally gave up. I am forwarding to you her email so that you have her comments on the street lights for Santa Fe, and perhaps can check the status of the website.

It was nice to meet you the other night at Frenchy's Field. I hope you will be attending the **Roundtable Discussion on Responsible Lighting for Santa Fe** tonight at 6:30PM: https://us02web.zoom.us/webinar/register/WN_Bk1CkBy0Q2awdqLvwRG4_A

Perhaps too, you can view the 2000K lights installed at the Santa Fe New Mexican Printing plant, 1 New Mexican Place, afterwards.

Perhaps I'll see you there,

Diane MacInnes

Begin forwarded message:

From: Sue Baum <suebdc@gmail.com>

Subject: the link doesn't work

Date: April 29, 2021 at 1:55:43 PM MDT

To: Diane MacInnes <storyscapes@cybermesa.com>

nor does their phone number listed at the bottom of page!

Here's my comment, in case you have opportunity to share:

the address I use for this is: 632 Avenida Celaya, 87506..because it is in the City:

oh drats, it erased! here we go again!

I commend the Mayor and Council for convening this committee and paying close attention to the very expert citizens who have come forward. I, too, support using the lowest possible kelvins in these bulbs and to use the best possible shields. Indeed we want safety and economy...but even I, an older person, want to protect the Dark Skies and the future of our Community and World ecology.

Thank you ...except for the non-functioning form and phone number. One might think that this is a sham website put up by the vendor, who doesn't want to hear from anyone. Try it yourself!! It sure didn't work for me!

Sue Baum

see address above

suebdc@gmail.com

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Problems with comment form on website

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Apr 19, 2021 at 10:50 AM
To: Diane MacInnes <storyscapes@cybermesa.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, Carol Romero-Wirth <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, Jarel LaPan <jlapanhill@santafenm.gov>, JoAnne Vigil Coppler <jvcoppler@santafenm.gov>, Mayor Alan Webber <mayor@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, Regina Wheeler <rawheeler@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>, Roman Tiger Abeyta <rrabeyta@santafenm.gov>, "Signe I. Lindell" <silindell@santafenm.gov>

Hi Diane,

Thank you for passing my information along.

To address your other question, an individual can resubmit the form multiple times so long as all required form fields are filled out. If you refresh the browser page, the comment form will reappear and allow for another submission. This can be repeated as many times as necessary to provide feedback about different design aspects; or the same design aspect as a previous submission, if you think of additional comments to add.

If it's easier, you can also direct your comprehensive feedback to me in an email and I'd be happy to receive it that way as well. The same goes for anyone in the community - the website, phone line, and our dedicated email SantaFeLED@dalkiasolutions.com, are all ways to submit feedback, get clarification, or have any questions answered.

Thank you again for your continued engagement with the project! I look forward to receiving your feedback. If you have any questions or other issues, please continue to reach out to me and I'm eager to assist.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Sat, Apr 17, 2021 at 6:07 PM Diane MacInnes <storyscapes@cybermesa.com> wrote:
> Dear Cheyenne,
>
> Thank you so much for your prompt response. That's very helpful information. I have forwarded your email to him and encouraged him to try again or to contact you directly if he still has a problem.
>
> There was another question in the email that will be helpful to know about:
>
> *"As new information comes forward, a person who has commented on one aspect of the design may want to comment on a separate aspect. Will that be possible, or shall people wait until the very end and put all the different aspects together in a long response? If so, can you make sure there is no word or character limit on the form?"*
>
> I will wait for your answer prior to writing my comments on the response form.
>
> Thank you,
> Diane
>
>
>
> On Apr 17, 2021, at 5:36 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Good evening Diane,
>
> Thank you for your email and raising this concern. The website feedback form routes to SantaFeLED@dalkiasolutions.com which is an inbox I monitor. We have received over 60 responses from the website feedback form so far, so I do believe the form is working properly. All responses are being logged for incorporation into the design.
>
> The error could be coming from omitting data from one of the required form fields. First name, last name, address, city, state, email, and comment are all required for form submission. I have received some responses in the hundreds of words, so I do not believe there is a character limit, but I will verify with my website team. An individual can resubmit the form multiple times so long as all required form fields are filled out.
>
> If you'd like to give this local author my contact information, I'd be happy to speak directly with them to understand their concerns and ensure their feedback, along with the feedback of all invested residents, is incorporated into the project's community-guided lighting design plan.
>
> This individual can reach me at cheyenne.ernst@dalkiasolutions.com or the project team at SantaFeLED@dalkiasolutions.com.
>
> Thank you for your continued engagement with this project. Please continue to reach out with any concerns or questions.
>
> Respectfully,
>
> Cheyenne Ernst
> Project Expeditor
> Dalkia Energy Solutions
> cheyenne.ernst@dalkiasolutions.com
>
> On Sat, Apr 17, 2021 at 4:58 PM Diane MacInnes <storyscapes@cybermesa.com> wrote:
> > Dear Cheyenne,
> >
> > I am writing to inform you of a possible glitch in the https://santafe.dalkiasolutions.com/ website comment form. I received the email quoted below from a local author saying that no matter how many times the person tried to comment on the website form that the comment was rejected:
> >
> > *"Sorry to say, I filled out their comment form over and over and each time it was rejected and everything I'd filled out was deleted. Finally, I quit. That's one way to suppress public input!"*
> >
> > Perhaps it is "operator error", but please check your website to make sure it is working properly, so that the public does not feel alienated from the process, nor prevented from commenting.
> >
> > As new information comes forward, a person who has commented on one aspect of the design may want to comment on a separate aspect. Will that be possible, or shall people wait until the very end and put all the different aspects together in a long response? If so, can you make sure there is no word or character limit on the form?

Thank you for your assistance,

Diane MacInnes
Santa Fe, NM

--

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Problems with comment form on website/ Questions on MODELS

Diane MacInnes <storyscapes@cybermesa.com> Mon, Apr 19, 2021 at 2:21 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, Carol Romero-Wirth <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, Jarel LaPan <jlapanhill@santafenm.gov>, JoAnne Vigil Coppler <jvcoppler@santafenm.gov>, Mayor Alan Webber <mayor@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, Regina Wheeler <rawheeler@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>, Roman Tiger Abeyta <rrabeyta@santafenm.gov>, "Signe I. Lindell" <silindell@santafenm.gov>

Hi Cheyenne,

Thank you. This is helpful. A few other questions have come up regarding the models:

- Will there be models of various Kelvin ratings from 2000K-2200K-2700K-3000K-4000K?
- Will the models have different types of shielding to assess?
- Will the dimming capability be demonstrated?
- Will the models be in areas without light trespass from nearby street lights, but perhaps close enough for comparison?
- Is there a fifth site, which hasn't been posted as yet?
- For how long will the models be available for viewing and during what hours?

Thank you for your assistance,
Diane

> On Apr 19, 2021, at 11:50 AM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Hi Diane,
>
> Thank you for passing my information along.
>
> To address your other question, an individual can resubmit the form multiple times so long as all required form fields are filled out. If you refresh the browser page, the comment form will reappear and allow for another submission. This can be repeated as many times as necessary to provide feedback about different design aspects; or the same design aspect as a previous submission, if you think of additional comments to add.
>
> If it's easier, you can also direct your comprehensive feedback to me in an email and I'd be happy to receive it that way as well. The same goes for anyone in the community - the website, phone line, and our dedicated email SantaFeLED@dalkiasolutions.com, are all ways to submit feedback, get clarification, or have any questions answered.
>
> Thank you again for your continued engagement with the project! I look forward to receiving your feedback. If you have any questions or other issues, please continue to reach out to me and I'm eager to assist.
>
> Respectfully,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Sat, Apr 17, 2021 at 6:07 PM Diane MacInnes <storyscapes@cybermesa.com> wrote:
> > Dear Cheyenne,
> >
> > Thank you so much for your prompt response. That's very helpful information. I have forwarded your email to him and encouraged him to try again or to contact you directly if he still has a problem.
> >
> > There was another question in the email that will be helpful to know about:
> >
> > *"As new information comes forward, a person who has commented on one aspect of the design may want to comment on a separate aspect. Will that be possible, or shall people wait until the very end and put all the different aspects together in a long response? If so, can you make sure there is no word or character limit on the form?"*
> >
> > I will wait for your answer prior to writing my comments on the response form.
> >
> > Thank you,
> > Diane
> >
> > > On Apr 17, 2021, at 5:36 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > >
> > > Good evening Diane,
> > >
> > > Thank you for your email and raising this concern. The website feedback form routes to SantaFeLED@dalkiasolutions.com which is an inbox I monitor. We have received over 60 responses from the website feedback form so far, so I do believe the form is working properly. All responses are being logged for incorporation into the design.
> > >
> > > The error could be coming from omitting data from one of the required form fields. First name, last name, address, city, state, email, and comment are all required for form submission. I have received some responses in the hundreds of words, so I do not believe there is a character limit, but I will verify with my website team. An individual can resubmit the form multiple times so long as all required form fields are filled out.
> > >
> > > If you'd like to give this local author my contact information, I'd be happy to speak directly with them to understand their concerns and ensure their feedback, along with the feedback of all invested residents, is incorporated into the project's community-guided lighting design plan.
> > >
> > > This individual can reach me at cheyenne.ernst@dalkiasolutions.com or the project team at SantaFeLED@dalkiasolutions.com.
> > >
> > > Thank you for your continued engagement with this project. Please continue to reach out with any concerns or questions.
> > >
> > > Respectfully,
> > >
> > > Cheyenne Ernst
> > > Project Expeditor

Dalkia Energy Solutions
cheyenne.ernst@dalkiasolutions.com

On Sat, Apr 17, 2021 at 4:58 PM Diane MacInnes <storyscapes@cybermesa.com> wrote:

> Dear Cheyenne,
>
> I am writing to inform you of a possible glitch in the https://santafe.dalkiasolutions.com/ website comment form. I received the email quoted below from a local author saying that no matter how many times the person tried to comment on the website form that the comment was rejected:
>
> *"Sorry to say, I filled out their comment form over and over and each time it was rejected and everything I'd filled out was deleted. Finally, I quit. That's one way to suppress public input!"*
>
> Perhaps it is "operator error", but please check your website to make sure it is working properly, so that the public does not feel alienated from the process, nor prevented from commenting.
>
> As new information comes forward, a person who has commented on one aspect of the design may want to comment on a separate aspect. Will that be possible, or shall people wait until the very end and put all the different aspects together in a long response? If so, can you make sure there is no word or character limit on the form?
>
> Thank you for your assistance,
>
> Diane MacInnes
> Santa Fe, NM

--

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Public Engagement Update on City Lighting Plan

WHEELER, REGINA A. <rawheeler@santafenm.gov> Thu, Apr 15, 2021 at 4:24 PM
To: Diane MacInnes <storyscapes@cybermesa.com>, "GARCIA, MICHAEL J." <mjgarcia@santafenm.gov>, "cheyenne.ernst@dalkiasolutions.com" <cheyenne.ernst@dalkiasolutions.com>
Cc: "WEBBER, ALAN M." <amwebber@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>, "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>

Hello Diane,

Thank you for reaching out with your questions.

1. Demonstrations started installation this week, we will announce when they are complete. We are tentatively planning a grand opening evening on April 23. Stay tuned for confirmation of that date.

2. Mr Barentine is a great resource and it was of great value and a pleasure to meet with him. Thank you so much for recommending him. Unfortunately, Mr. Barentine stated that he is unable to make presentations as he is changing positions at IDA, so we are working with IDA Executive Director, Mr. Ruskin to identity someone else from IDA to engage with our process and present at Governing Body.

3. You are correct that our original lighting plan is being replaced by the Community Guided Lighting Design.

Thank you for keeping in touch.

Best,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: Diane MacInnes <storyscapes@cybermesa.com>
Sent: Thursday, April 15, 2021 3:56 PM
To: GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>
Cc: WEBBER, ALAN M. <amwebber@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: Public Engagement Update on City Lighting Plan

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councilman Garcia,

Thank you for sending the information and link on the lighting project and for inviting me to reach out with questions.

I appreciate the efforts of all involved in the City of Santa Fe for the opportunity to upgrade our lighting.

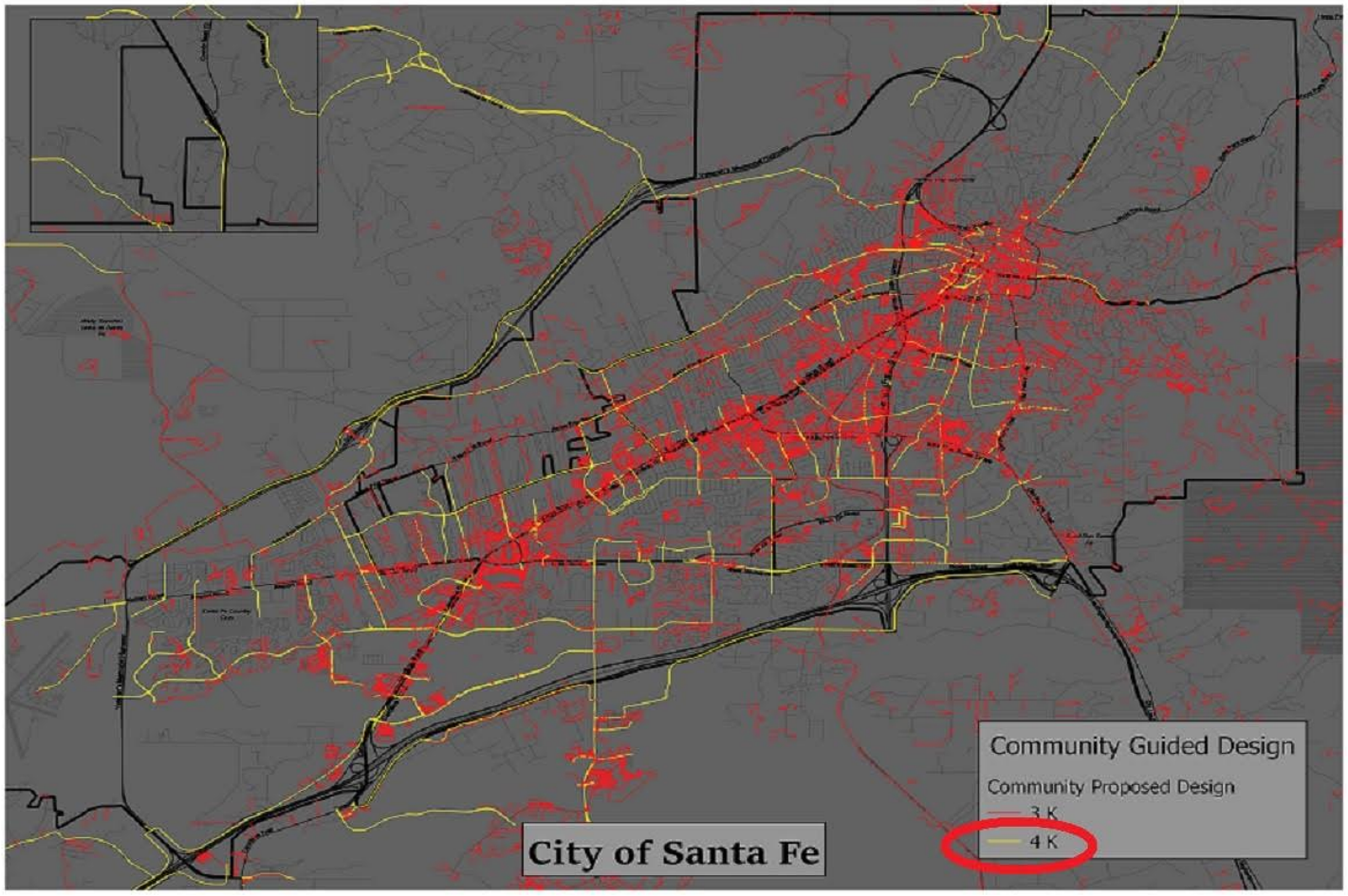
My first question is: When will the demonstration sites be available for viewing?

I have been following the issue closely. I was glad to hear that John Barentine had a conversation with the Mayor and others. I encourage the city to have him provide an informative presentation to the community and the City Council prior to the viewing of the demonstration models. The public & the City Council can better make informed decisions once we all share a firm understanding of the complexities of lighting and choices which are best for public safety and health. John Barentine is an expert in this field.

When could this presentation be scheduled?

The map posted on the website shows which lights are owned by the City of Santa Fe and which are owned by PNM. The following map, which is not on the website, is labeled “Community Guided Design” and shows where all the 4000K & 3000K lights had been proposed. The yellow lines indicate 4000K. The streets shown with 4000K appear to include far more streets than the main arteries discussed at the City Council meeting on February 24, 2021.

Would I be correct to assume that the reason the following map was not posted on Dalkia’s website is that it will be revised to reflect the current understanding of the efficacy of the use of 2200-2700K, and the responses from the community?



[Quoted text hidden]

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Dark Skies: An offer to Santa Fe

Diane MacInnes <storyscapes@cybermesa.com> Wed, Mar 17, 2021 at 1:29 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>
Cc: "WEBBER, ALAN M." <amwebber@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Dear Director Wheeler,

Thank you. That's wonderful news. I was so impressed with his expertise and his ability to answer my technical questions. I trust it will add to the information base as we move forward with new lighting designs in Santa Fe.

I look forward to continuing discussions.

Please keep me informed.

Sincerely,
Diane MacInnes

Sent from my iPhone

On Mar 17, 2021, at 11:59 AM, WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

Thank you Mayor for forwarding this message and thank you Dianne for recruiting this resource for our community.

We will reach out to John to see how we can incorporate his expertise into the public involvement process.

Best,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Wednesday, March 17, 2021 11:41 AM
To: Diane MacInnes <storyscapes@cybermesa.com>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Dark Skies: An offer to Santa Fe

Thank you! He sounds like a tremendous resource and worth contacting. I'll pass it along to Regina.

Alan

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Mar 17, 2021, at 11:39 AM, Diane MacInnes <storyscapes@cybermesa.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Webber,

John Barantine, the liason who helps cities receive the IDSA approval, was so kind to spend quite a few hours on the phone with me discussing technical aspects of lighting, current research on effects of Kelvin, Lumens, and Wave Lengths in regards to traffic safety, crime statistics, and effects on pollinators, bird migrations, bats, and circadian rhythms in animals and humans. It's not as straight forward as one would think. He gives presentations to communities who are seriously interested in achieving darker skies while providing safety for their communities. In his experience, city planners and engineers sometimes do not really understand the technical aspects of lighting, nor how to achieve their stated goals. Instead they depend on the contractors, such as Dalkia Energy Solutions, without doing their own independent research.

I would like to suggest that the city take advantage of John's expertise. He can offer a Zoom presentation to our city at no cost. This would offer us valuable information to make informed decisions as we move forward with the lighting project, and perhaps save money over the long term by avoiding pitfalks and the necessity for costly

retrofitting.

You may contact John Barantine directly at:

(520) 347-6363
john@darksky.org

Please let me know what you decide. I would very much like to be included in the viewing of the Zoom presentation should the city decide to schedule it.

I look forward to hearing your thoughts on this idea.

Thank you,
Diane MacInnes

Sent from my iPhone

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Community Guided Responsible Lighting for Santa Fe

WHEELER, REGINA A. <rawheeler@santafenm.gov> Mon, Apr 26, 2021 at 12:47 PM
To: Diane MacInnes <storyscapes@cybermesa.com>
Cc: Mayors Office <mayor@santafenm.gov>, Garcia Michael <mjgarcia@santafenm.govgarcia>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hello Diane,

It was great to meet you too. Thank you so much for your engagement in the community guided lighting design and for this research and information. We'll review and incorporate it into the feedback. Besides preferences from the community, the design effort is being guided by the International Dark Sky Association recommendations. Their guidelines for lighting design is attached and I think encapsulates some of the recommendations you make as well.

I will attend the roundtable talk hosted by others later this week. Thank you for sending the link.

Best,

Regina

From: Diane MacInnes <storyscapes@cybermesa.com>
Sent: Monday, April 26, 2021 12:58 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: Mayors Office <mayor@santafenm.gov>; Garcia Michael <mjgarcia@santafenm.govGarcia>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: Community Guided Responsible Lighting for Santa Fe

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Regina,

Thank you for setting up the lighting models, and for being available at the Frenchy's Field installation Friday night. It was good to finally be able to meet and talk with you.

This letter is written to address the following issues related to the street lighting project:

• Crime

• Traffic Safety

• Shielding

• Dark Skies

CRIME

Reduction of crime is sometimes stated as a reason for bright lighting. Lighting may provide an illusion of safety and assuage our collective responsibility, but it will have little effect. If the city honestly is concerned about crime, then we must address the root causes:

- Drug & Alcohol abuse
  - Lack of quality education
  - Homelessness
  - Long term effects of domestic abuse
  - Joblessness
  - Food Insecurity
  - Poor systems for addressing mental health care
  - Easy access to guns

Increased lighting will have a negligible effect on these issues. Where do crimes happen? They most often occur in brightly lit gas stations, motel parking lots, and during the daytime when burglars enter homes assuming people aren't there. Break-ins in stores and warehouse are not going to be alleviated by streetlights. Motion detector lights focused at entry points on the property have proven far more effective.

In April of 2000, the Illinois Criminal Justice Information Authority embarked on a project to reduce crime by adding lights to back alleys. The results of this Chicago Alley Lighting Project showed a 40% INCREASE in crime incidents after six months:

https://www.darksky.org/wp-content/uploads/2014/09/Chicago-Alley-Lighting-Project.pdf

A 2015 study published in the Journal of Epidemiology and Community Health found that streetlights don't prevent accidents or crime, but do cost a lot of money. The researchers looked at data on road traffic collisions and crime in 62 local authorities in England and Wales and found that lighting had no effect, whether authorities had turned them off completely, dimmed them, turned them off at certain hours, or substituted low-power LED lamps.

According to the study, **"When risks are carefully considered, local authorities can safely reduce street lighting saving both costs and energy … without necessarily impacting negatively upon road traffic collisions and crime."**

When working to prevent crime, or mitigate threats to public safety, Santa Fe needs to take heed of the best available research on what works. Acting based on common preconceptions, which have been shown to have no effect on crime, can make the problems worse.

TRAFFIC SAFETY

The statistics from the **2019 Santa Fe Community Report produced for the New Mexico Department of Transportation, Traffic Safety Division, Traffic Records Bureau demonstrates that concerns about lighting and traffic safety are unwarranted. Not one accident in Santa Fe was attributed to poor street lighting.** The highest hourly incidents of crashes happened during the afternoon commute hours of 4-6PM. Accidents at night were alcohol related. Increased color temperature lighting, or increased lighting will not address this major source of traffic accidents. Addressing alcohol and drug abuse would be more effective to not only reduce crime, but improve traffic safety as well.

https://gps.unm.edu/gps_assets/tru_data/Crash-Reports/Community-Reports/2019-community-reports/City_SantaFe.pdf

An important document for the design of roadway lighting is the **American National Standards Institute (ANSI)/Illuminating Engineering Society (IES)** standard RP-8-18: Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting. This is the most recent version of the standard, approved and published by IES and ANSI in 2018.

Below are excerpts addressing these issues:

Chapter 3 and, particularly, Sec 3.1.8.concludes:

***"Based on the analysis, it appears that vehicle headlights alone may meet the lighting requirements for roadways with speeds below 50 km/h (approximately 30 mi/h) and with little or no pedestrian* activity."**

Since residential streets in Santa Fe are 25-35MPH, the city could save money by removing streetlights in these locations, or providing, low intensity, low Kelvin (2000K) lighting, or less for pedestrian walkways instead.

In Chapters 10 & 11, Sec 10.3.4 the IES concludes that spectral content (i.e., **color temperature) is not an important consideration for roadway safety,** and says that the illuminance standards in Table 10-2 (Sec 10.5.2) apply irrespective of color temperature. This conclusion is repeated in Chapter 11, Sec. 11.4.8, where RP-8-18 states explicitly:

"Designers may select the spectral content of luminaires to achieve effect of color in the environment of their projects."

This means there is no necessity for high Kelvin lighting on any streets in Santa Fe. We can be assured that low Kelvin lighting, even on main arteries, will not compromise safety. However 3000K- 4000K streetlights with the type of shielding demonstrated in the models would increase disability glare, especially amongst the aging population in Santa Fe. The result would be an increase in night traffic incidents and endanger pedestrians:

"*Glare from nighttime lighting can create hazards ranging from discomfort to frank disability." — American Medical Association Council on Science and Public Health (2012)*

Therefore, whether warranted or not, the city in conjunction with Dalkia Energy Solutions could be held responsible and liable for any accident caused by lighting that results in disability glare. **Some law firms have focused on the increased disability glare associated with harsh, high color temperature (>3000L) lighting as the basis for liability suits:**

https://www.trantololaw.com/law-firm-blog/car-accidents/dangers-led-streetlights/

Many cities in Florida, Georgia, Arizona, California, and Washington D.C have had to retrofit their lighting after using 3000K-4000K due to glare and community concerns. Necessary retrofitting would be costly to the City of Santa Fe.

https://www.nightsky285.org/wp-content/uploads/2021/04/Fwd_-clarification-from-IDA-on-values-centered-lighting-policy.pdf?utm_source=mailpoet&utm_medium=email&utm_campaign=Update_Engagement

To avoid litigation and to protect public safety as well as the historic character and sense of place, which is primary for the economy, the Santa Fe City Councilors, the Mayor, and the staff must take these facts into consideration.

Please read more on this issue for Santa Fe here:

https://nightskysantafe.org/safety/

SHIELDING

On Friday the models we viewed appeared unnecessarily tall. The intensity of the LED lights caused uncomfortable glare. These models may have been sold as "full cut off," but they are evidently insufficiently shielded to protect pedestrians and drivers from disability glare.

Please send me the manufacturing specifications (i.e.: the TM-21 report) for the lighting under consideration. In the meantime, I suggest the city pursue alternative models.

The city needs to take more time to find improved products that will not endanger the public with disability discomfort and glare. Below is one of abundant scientific studies on visual perception and light pollution:

Light pollution in ultraviolet and visible spectrum: effect on different visual perceptions: https://pubmed.ncbi.nlm.nih.gov/23441205/

DARK SKIES

We know that dark skies are better for the environment, protecting the circadian rhythms of wildlife, plants, and humans. You and others representing the city have said that obtaining Dark Skies Designation is an eventual goal. Proceeding with 3000K-4000K LED lights is a step in the opposite direction, and would need to be remedied. Ruskin Harley from the International Dark Sky Association made this abundantly clear after reading what was published on the https://santafe.dalkiasolutions.com/ website. He wrote a letter of clarification to the city on April 12, 2021. It included the following statement regarding the recommended Kelvin rating for Santa Fe:

"…we recommend that most light installations use lamps rated at 2200K CCT or lower, PC-Amber, or filtered LEDs. This includes road and area lighting."

The full letter is available below for you to review:

https://nightskysantafe.org/

I invite you, Mayor Webber and each one of the Santa Fe City Councilors to attend the Roundtable Discussion on Responsible Lighting for Santa Fe, Thursday April 29 at 6:30PM presented by the Santa Fe Conservation Trust. Register here:

https://us02web.zoom.us/webinar/register/WN_Bk1CkBy0Q2awdqLvwRG4_A

In conclusion, I applaud the city for pursuing a process of public engagement. It is not an easy task, but nothing done well and thoughtfully is necessarily easy. The residents of Santa Fe have made it abundantly clear and provided substantial evidence and examples from other municipalities that demonstrate it is possible to have safe, effective street lights while protecting the historic nature and comfortable relaxing ambiance for which Santa Fe is known. These characteristics draw tourist dollars and maintain our intrinsic values. There is every reason to take the time to provide responsible safe, soft, well-shielded lighting for Santa Fe. Arbitrary deadlines must not guide the process.

I look forward to your response and to receiving the TM-21 report.

Thank you,

Diane MacInnes

110 Calle Paisano

Santa Fe, New Mexico 87505

Light-to-Protect-the-Night-Five-Principles-for-Responsible-Outdoor-Lighting-IDAIES-01-1-1536x1113.png
657K


LIGHT TO PROTECT THE NIGHT
Five Principles for Responsible Outdoor Lighting
Illuminating
USEFUL
TARGETED
LOW LIGHT LEVELS
CONTROLLED
COLOR

DISTRICT 3
PROJECT-RELATED CONSTITUENT EMAILS

DISTRICT 4
PROJECT-RELATED CONSTITUENT EMAILS

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

community process re: street lighting project

Peter Lipscomb <pslipscomb@gmail.com> Thu, Apr 8, 2021 at 5:39 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

I have a good working relationship with John. His expertise will be valuable.

On Thu, Apr 8, 2021, 5:44 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> That's so great to hear! Thank you so much for offering to help, Peter. I had a great discussion with John Barentine from IDA last week and he's eager to assist the city from that side of things. I can't wait to keep this momentum going!
>
> Looking forward to our meeting next week. If you have any questions in the meantime, don't hesitate to reach out.
>
> Have a nice evening!
>
> Thanks,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Thu, Apr 8, 2021 at 11:57 AM <pslipscomb@gmail.com> wrote:
>
> > HI Cheyenne,
> >
> > Yes I will attend. Look forward to working with you, community members, city staff, and elected officials.
> >
> > BTW, I had a brief exchange with Mayor Webber. I offered assistance to help draft the city's application packet for dark sky community designation by IDA.
> >
> > He was receptive to the idea calling it a generous offer.
> >
> > --Peter
> >
> > 505-577-7141
> >
> > ---
> >
> > **From:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> > **Sent:** Thursday, April 8, 2021 12:53 PM
> > **To:** pslipscomb@gmail.com
> > **Subject:** Re: community process re: street lighting project
> >
> > Hi Peter,
> >
> > Thank you again for your willingness to serve on our committee. Our first meeting with the Steering Committee will be Tuesday, April 13, 6-7:30PM, virtually via Zoom. Does this work for you?
> >
> > Thanks,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > m: (913) 653 5239
> > dalkiasolutions.com
> >
> > **Formerly Groom Energy Solutions, LLC**
> >
> > Same people, same services, new name - Dalkia Energy Solutions, LLC
> >
> > *Please update your records with our new email format.*

On Mon, Mar 29, 2021 at 12:02 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Hello Mr. Lipscomb,
>
> Thank you for your email. I'm in receipt of your email from this weekend as well. Thank you very much for your interest in the street lighting steering committee for the City of Santa Fe.
>
> Would you have time to talk with me on the phone today or tomorrow? The goal of the steering committee is to assemble representation for the diverse and multi-faceted goals of the Santa Fe community, so I would love to understand more about your background and priorities. We've currently identified several members who are serving on the committee and want to ensure equal representation for our community-guided design.
>
> Thank you,
>
> Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

Please update your records with our new email format.

On Mon, Mar 29, 2021 at 10:03 AM <pslipscomb@gmail.com> wrote:

> Hello Jarel,
>
> I sent a note to Cheyenne at Dalkia expressing interest to be included in the community process for the LED project.
>
> I realize I may be duplicating my effort, but wanted contact you just the same.
>
> I have tracked and advised community efforts related to outdoor lighting the past 16 years (Clayton and Union County, Taos and Taos County, Rio Arriba County, and authored the nomination packet to have Clayton Lake State Park designated the first International Dark Sky Park in NM 2010) I have also worked at the legislative level on this topic.
>
> Please let me know more details.
>
> Peter Lipscomb
>
> 4404 Calle Jaime, Santa Fe, NM 87507
>
> 505-577-7141

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Demonstration Feedback for Santa Fe LED settings

Linda Hinckley <lhinckley47@gmail.com> Fri, May 7, 2021 at 12:04 PM
To: SantaFeLED@dalkiasolutions.com

Comments/Questions
I viewed each of the demonstration sites and have the following comments:
Cesar Chavez Community School - These lights seemed way too bright, in fact, blindingly so!
What kelvin level are they?
St. Michael's Drive: These lights were difficult to assess in that the area where they are placed is a highly commercial setting with lighting from businesses. They seemed appropriate to their location.
Governor Miles Rd. - This is a residential area with less traffic and the lights in this setting appear not too intensely bright, but give adequate illumination.
Frenchy's Field area on Agua Fria St. - These lights are on a mainly residential street but were placed along the perimeter of the park. The illumination seemed adequate. I imagine there aren't many pedestrians walking on the roadway in this area regularly.
The overall impression for me was that the LED lights are rather intensely brillant with a blue while light, whereas the old street lights have a warmer, yellow tone to their illumination.
I think that it is imperative that the lights be no stronger than necessary and that their light is directed in a shielded, downward direction.
Thank you.

Linda
Hinckley
2810 Camino Principe
Santa Fe
NM
lhinckley47@gmail.com
505-471-8460 home

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Question Re: Test Lighting

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Sat, May 22, 2021 at 12:11 PM
To: "Nielsen Thomas W." <tom3855@q.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hi Mr. Nielsen,

Thank you for your question. I'm not sure what fixture type was installed there, but it is not part of our demonstrations and is not the same fixture type as what's displayed down the road (west of Camino Carlos Rey) for the demonstrations. The new luminaire that was installed will be retrofitted in accordance with what the Governing Body passes for the final community-guided lighting design plan.

Please let me know if you have any other questions.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Wed, Apr 28, 2021 at 1:50 PM Nielsen Thomas W. <tom3855@q.com> wrote:

> Hello,
>
> I live on the corner of Governor Miles and Cliff Palace. In the last week or two, a light standard was destroyed by a car and was replaced with a new style light. It appears to be identical to the 6 test lights installed further east on Governor miles. Can you please tell me if this new light across from my house is the same as the test lights?
>
> Thank you,
>
> Thomas Nielsen
> 3053 Cliff Palace
> Santa Fe, NM 87507
>
> 303-886-9729

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

(no subject)

Madeline Pryor <madelinespryor@gmail.com> Tue, May 18, 2021 at 8:06 AM
To: SantaFeLED@dalkiasolutions.com
Cc: Sue Rundstrom <DRundstrom@aol.com>

Frenchy's Field: Lights east of Osage adequate brightness. West of Osage too bright & too blue.
St. Michael's: So much light from adjacent businesses that street lights fit right in, or were hardly necessary. Whole street was bright. (Many street lights on Cerrillos Rd west of St. Michaels were out.)
Jaguar drive at Cesar Chavez school: Glaringly bright, too blue-white.
Governor Miles Rd.: Adequate lighting for residential area. Warmer color is more pleasant.

Hopefully, light can be directed downward as much as possible, and with warmer color. Important to minimize light pollution, minimize effect on wildlife while creating a safe & pleasing light for citizens.
I also viewed the lights in the parking lot of the New Mexican, which I was told were 2300 Kelvin. They were adequate to light the lot with substantially less glare and would be pleasant adequate light for residential areas.

Madeline Pryor
3362 La Avenida de San Marcos
505-577-0403

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: Measuring sky brightness

WHEELER, REGINA A. <rawheeler@santafenm.gov> Fri, Mar 12, 2021 at 3:34 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hi Cheyenne,

I think you have this one but Javier just pointed out that they offered to help. If we need measurements all over town, we might employ them. Not sure it is a good idea, just wanted to throw it out there.

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: WHEELER, REGINA A.
Sent: Tuesday, March 9, 2021 2:46 PM
To: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Subject: RE: Measuring sky brightness

Cool, thank you! I will send to Dalkia and see if we might incorporate some baselines reading so we can do before and after!

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Sent: Tuesday, March 9, 2021 1:44 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Fwd: Measuring sky brightness

Hi Regina,

I said I would pass this along so wanted to do so.

Thank you,

Jamie

Jamie Cassutt-Sanchez

Santa Fe City Councilor District 4

505.955.6817 office

505.629.9820 cell

jcsanchez@santafenm.gov

From: D. Saumon <saumond5@gmail.com>
Sent: Thursday, February 25, 2021 8:36:49 AM
To: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Subject: Measuring sky brightness

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councillor Cassutt-Sanchez,

I listened to the discussion on the streetlight conversion project at the council meeting yesterday. I was pleased to see how much research had been done by all concerned to learn about the issues and the good intentions of the city governance and staff. Upgrading this infrastructure is a very good initiative. At the very least, it will reduce the cost of operating and maintaining the lights, with a much reduced carbon footprint. I still think that some misconceptions need to be discussed. It is crucially important that this be done right.

I wanted to answer your question about whether the darkness of the sky can be measured. The Director of public works and Dalkia representatives did not answer this very well. True, light pollution mpas are generated from satellites but it's not like we can ask to have a satellite pointed at Santa Fe to take a reading. There are also models that allow one to compute the light pollution given a knowledge of the lighting infrastructure but this is not very accurate in an absolute sense.

Fortunately, the brightness of the night sky can be measured with a simple hand-held device called a Sky Quality Meter ($120). http://unihedron.com/projects/darksky/

Many amateur astronomers use this device to evaluate the current quality of the sky while they are observing. It is very easy to use and accurate. I have used a SQM to take readings at Bandelier National Monument and at the Valles Caldera National Preserve in support of their application for Dark Sky Park status.

For the measurement to be meaningful, it must be made away from lights and with minimal sky obstruction (building, trees, mountains) as the SQM measures the full sky at once. In ahe city, this could be done from the top of a tall building that is above all the lights. Otherwise, measurements can be made on the outskirts of town.

It is thus entirely possible to measure the sky brightness in and around Santa Fe before and after the LED conversion project. This would be very valuable information to quantify the impact of the project on the environment and the night sky. Note that sky brightness varies with atmospheric conditions (haze, smoke from wildfires, reflective snow coverage, etc) and that repeated measurements will be necessary to get a good baseline. The Santa Fe amateurs astronomers (The Santa Fe Stargazers) are knowledgeable about this and I'm sure would be happy to help.

Best regards,

Didier Saumon

White Rock

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Important Update on City Streetlights

WHEELER, REGINA A. <rawheeler@santafenm.gov> Fri, Apr 2, 2021 at 9:58 AM
To: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, Marilyn Harris <mharris@rt66.com>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Thank you Councilor Cassutt-Sanchez for forwarding Ms. Harris' message.

Preserving dark skies is a priority of this project.

Thank you again for your engagement.

Best,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Sent: Friday, April 2, 2021 11:00 AM
To: Marilyn Harris <mharris@rt66.com>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Important Update on City Streetlights

Good morning Marilyn,

It's wonderful to hear from you and I hope you and your family are doing well.

Thank you so much for your thoughts on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so, if you would like, she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city. Please let us know if you would like to be added.

I am also including Ms. Regina Wheeler on this email so she can see your comments as well.

I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.

Have a wonderful Easter weekend and please give my best to Councilor Harris.

Thank you again,

Jamie

Jamie Cassutt-Sanchez

Santa Fe City Councilor District 4

505.955.6817 office

505.629.9820 cell

jcsanchez@santafenm.gov

From: Marilyn Harris <mharris@rt66.com>
Sent: Wednesday, March 31, 2021 4:07 PM
To: COPPLER, JOANNE V.; CASSUTT-SANCHEZ, JAMIE A.
Subject: FW: Important Update on City Streetlights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jamie and Joanne,

Please give this commentary your consideration as you consider the proposals tonight. I wouls add that Santa Fe is not Portland, we are still somewhat of a small town. Perhaps every area does not need to be lighted up at all night hours. Just a thought..

Thanks for your good work and for your careful consideration on the lights!

Sincerely,

Marilyn

Marilyn Harris

2683 Via Caballero del Norte

Santa Fe, NM 87505

505 231 5953

From: Santa Fe Conservation Trust <no-reply@sfct.org>
Reply-To: Santa Fe Conservation Trust <no-reply@sfct.org>
Date: Wed, 31 Mar 2021 21:47:12 +0000
To: Marilyn Harris <mharris@rt66.com>
Subject: Important Update on City Streetlights

SANTA FE CONSERVATION TRUST

earthLINES e-newsletter

Dear Marilyn,

The City Council is moving forward tonight to approve a contract to convert 2,060 streetlights to energy-efficient LED light bulbs, part of a preliminary plan to convert 3,500 streetlights across the City. This is a laudable effort which will save the City on energy costs, but there is one remaining issue: how bright the LEDs will be. The City has discussed installing 3,000 kelvins in residential neighborhoods and 4,000 kelvins on main thoroughfares. From an environmental and health standpoint, these levels of lighting will be harmful to both humans and wildlife, not to mention damaging our heritage of dark skies.



4,000k LED Streetlights in Portland, Oregon.

The high pressure sodium lights currently in use emit between 2,000 to 2,200 kelvins in our neighborhoods and about 2,700 kelvins on the major arteries. If anything, the City's new LED bulbs should be in the same range, and here's why:

The American Medical Association (AMA) has done numerous studies on the effects of blue, high intensity LED lights and recommends lighting not to exceed 3,000k. Artificial light, especially blue-violet light in the LED lighting higher spectrum (over 3,000k) at night affects the circadian cycle in humans which affects cell cycle regulation, DNA damage response, metabolism and hormone production. It noted growing evidence "with the strongest epidemiologic support" for a link between certain types of artificial night lighting and breast cancer, prostate cancer, diabetes and kidney disease and pregnancy outcomes: particularly reduced birth weight, shortened gestational length and increases in preterm births. The City says the 4,000K on busier streets is better/safer for drivers, but there is scant evidence of that, as studied by the AMA and others. Plus, the New Mexico Department of Transportation says they'll work with the City on lighting in the 2,700K range.

Most beings, plants, insects, animals, and humans, are attuned to the 24-hour seasonal cycle of light and dark that has ruled our planet since the beginning. Sleep, mating behaviors, the timing of migration, foraging and predation are all determined by the length of nighttime darkness. Just 15 minutes of artificial light during evening hours can disrupt the circadian clock by 1-2 hours. Light pollution is subtle. It can cause nocturnal plants, such as cacti, not to open their flowers and it also disorients night time pollinator insects such as moths, which can negatively affect the food supply of wildlife.

You might wonder if this is such a big deal when the new fixtures will reduce the glare and not allow the light to spread. High intensity blue light emitted by LEDs at or above 3,000 kelvins actually spreads and can bounce up into the night sky, creating a glowing canopy of light over the City, reducing our ability to see the night sky.

So, while we applaud the City for this effort, it is of real importance to our quality of life, the environment and the night sky that we advocate for the following:

- keeping the new LED bulbs in the 2,000 kelvin range in residential areas, and no brighter than 2,700 kelvins on the main thoroughfares; and
- using "full cut off" fixtures to fully shield the streetlights so the light won't spread to negatively impact our night skies.

The City is seeking public feedback, so please **reach out to your local elected officials** to let them know you care about protecting the night sky, the environment and human health by using lower intensity LED lights and full cut off fixtures in our streetlights.

Sincerely,

Sarah Noss

Executive Director



P.S. For information and resources about dark skies and responsible lighting, please visit our website at: https://sfct.org/dark-skies/

Also, take a look at this poignant article:
Missing the Dark: Health Effects of Light Pollution

SANTA FE CONSERVATION TRUST

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Santa Fe, NM 87502-3985

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Lower Intensity LEDs

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 2:14 PM
To: Jamie BairM <jamiebair505@icloud.com>
Cc: "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "mayor@santafenn.gov" <mayor@santafenn.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Ms. Bair,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:56 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Good morning Jamie,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Jamie BairM <jamiebair505@icloud.com>
> **Sent:** Wednesday, March 31, 2021 4:10:26 PM
> **To:** COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Cc:** mayor@santafenn.gov <mayor@santafenn.gov>
> **Subject:** Lower Intensity LEDs
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear District 4 Councilors,
>
> The City Council is moving forward tonight to approve a contract to convert 2,060 streetlights to energy-efficient LED light bulbs, part of a preliminary plan to convert 3,500 streetlights across the City. While I applaud the City for this effort, it is of real importance to our quality of life, the environment and the night sky that you advocate for the following:
>
> - keeping the new LED bulbs in the 2,000 kelvin range in residential areas, and no brighter than 2,700 kelvins on the main thoroughfares; and
> - using “full cut off” fixtures to fully shield the streetlights so the light won’t spread to negatively impact our night skies.
>
> I care about protecting the night sky (one of the greatest gifts we can promote in Santa Fe, which impacts tourism), the environment and human health - Santa Fe must use lower intensity LED lights and full cut off fixtures in our streetlights.
>
> Thank you for voting with your constituents in mind. I truly appreciate your consideration on this. Our city is changing too much as it is. Some things must be kept sacred!
>
> Respectfully,

Jamie Bair
3024 Pueblo Grande
87507

Sent from my iPhone

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Night Sky 101

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 12:02 PM
To: Gwendolyn Lacy <gwen@advocacymatters.net>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hi Ms. Lacy,

Thank you for your investment in this project for the City of Santa Fe. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:45 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Ms. Lacy,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
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> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Gwendolyn Lacy <gwen@advocacymatters.net>
> **Sent:** Wednesday, March 31, 2021 5:19 PM
> **To:** CASSUTT-SANCHEZ, JAMIE A.
> **Subject:** Night Sky 101
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Councilor, I applaud your efforts at fiscal responsibility. However, I believe when it comes to the replacement of city light fixtures with the proposed LEDs this is a classic case of being “penny wise and pound foolish”. One of the reasons I moved to New Mexico was because of the awesome night sky, second only in my humble opinion, to my experience overseas and primarily in New Zealand. Also the fact that New Mexico has a Night Sky Ordinance is very telling.
>
> Please do not mess up a good thing. Incandescent lights work just fine. There is still time to turn this around and be a champion for generations to come.
>
> Thank you for your time and consideration of this matter and for all you do for the greater good.
>
> Gwendolyn M. Lacy, Esq.
>
> Advocacy Matters, LLC
>
> **Legal, Consulting & Mediation Services**
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Please lower the Kelvin on streetlights

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 11:49 AM
To: George Vincent Wright <geobath@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Mr. Wright,

Thank you for your investment in this project for the City of Santa Fe. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.

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Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:44 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. Wright,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** George Vincent Wright <geobath@gmail.com>
> **Sent:** Wednesday, March 31, 2021 6:04:51 PM
> **To:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** Please lower the Kelvin on streetlights
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> would love to see the stars better!
>
> Thanks,
>
> George Wright
> 3456 Calle Po Ae Pi
> Santa Fe 87507

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Street lighting

Devin Kennemore <devin@thegatherer.us> Fri, Apr 2, 2021 at 2:12 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Thank you, Cheyenne, for the additional details. I appreciate that very much. My main concern is light reflected back up into the sky from the ground. As you know, this is the source of most light pollution. I am hoping that the brightness of the new LEDs does not exceed that of the existing sodium vapor lights. Santa Fe already has a light pollution problem with all of the street lights it has now. Even with all of the restrictions you mentioned, which are great by the way, brighter lights would still increase the amount of light pollution we are generating each night in Santa Fe.

Best regards,

Devin

Devin Kennemore

On Apr 2, 2021, 3:03 PM -0600, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, wrote:

> Hello Mr. Kennemore,
>
> Hi Mr. Harvey,
>
> Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
>
> The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.
>
> I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
>
> I'm also working to communicate with the City of Flagstaff and the City of Tucson to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Fri, Apr 2, 2021 at 8:46 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:
>
> > Dear Mr. Kennemore,
> >
> > Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
> >
> > I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
> >
> > Thank you again,
> > Jamie
> >
> > Jamie Cassutt-Sanchez
> > Santa Fe City Councilor District 4
> > 505.955.6817 office
> > 505.629.9820 cell
> > jcsanchez@santafenm.gov
> >
> > **From:** Devin Kennemore <devin@thegatherer.us>
> > **Sent:** Wednesday, March 31, 2021 4:59:00 PM
> > **To:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> > **Subject:** Street lighting
> >
> > CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
> >
> > Dear Councilor Sanchez,
> >
> > I am a resident of District 4 and I am writing you to say that while I support the conversion of street lights to LED, I strongly urge you to consider using LEDs that are consistent with the brightness of the existing lights. In spite of the design criteria specified for such lights by the NM Dark Skies Act, NM still suffers from a very high level of nighttime light pollution. This is a result of the light being reflected off the ground and back up into the sky. If the streetlights in Santa Fe (the Number 1 source of nighttime light pollution) are replaced with brighter lights, the light pollution will only get proportionately worse than it already is. Personally, if it were up to me, I'd reduce the brightness, or consider changing out streetlights, wherever possible, with light bollards, but that is a different matter.
> >
> > Thank you for taking time to read and consider my opinion on this subject.
> >
> > Best regards,
> >
> > Devin

Devin Kennemore

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Vote tonight on city street lights

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 3:47 PM
To: CindyR <croper56@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>

Good afternoon Ms. Roper,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors. If you have any other questions or concerns, please let me know!

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 10:58 AM CindyR <croper56@gmail.com> wrote:

> Thank you very much for this information Jamie.
>
> Your response is appreciated. Have a great weekend!
>
> Cindy Roper
>
> On 4/2/21, 9:49 AM, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov> wrote:
>
> Hi Cindy,
>
> Good to hear from you! I hope you are doing well!
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Please let me know if you have any additional questions.
>
> Thank you again,
>
> Jamie
>
> Jamie Cassutt-Sanchez
>
> Santa Fe City Councilor District 4

505.955.6817 office

505.629.9820 cell

jcsanchez@santafenm.gov

From: CindyR <croper56@gmail.com>
Sent: Wednesday, March 31, 2021 4:24:38 PM
To: COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Cc: CindyR <croper56@gmail.com>
Subject: Vote tonight on city street lights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Councilors Coppler and Cassutt-Sanchez,

I understand that the vote will come up tonight on the contract to convert many of our city's streetlights.

My research indicates that from an environmental and health standpoint, the levels of lighting discussed will be harmful to both humans and wildlife, not to mention damaging our heritage of dark skies.

While I applaud the City for this effort, it is of real importance to our quality of life, the environment and the night sky that we advocate for the following:

1) keeping the new LED bulbs in the 2,000 kelvin range in residential areas, and no brighter than 2,700 kelvins on the main thoroughfares; and
2) using "full cut off" fixtures to fully shield the streetlights so the light won't spread to negatively impact our night skies.

Please keep this information in mind as you make your decisions.

Thank you for representing me!

Cindy Roper

Las Acequias

505-954-1151

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Support for LED streetlight project

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, May 7, 2021 at 12:57 PM
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, Robert Morlino <rmorlino@homewise.org>

Thank you, Councilor Cassutt-Sanchez, for connecting me with Mr. Morlino! Sorry for my delay in response.

Thank you, Mr. Morlino, for your great note to the Mayor and City Councilors! I'll add you to our communication list and I'd love to talk to you more.

I'm looking forward to hearing more of your feedback!

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Thu, Apr 29, 2021 at 7:35 PM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

Hi Rob,

Thank you so much for this email. I truly appreciate your sentiments.

I am connecting you with Cheyenne Ernst, one of the employees at Dalkia who is helping us with the public engagement efforts. Cheyenne, can you please add Mr. Morlino to your mailing list so he is aware of the different opportunities for public engagement and comment?

Thank you again so much.

Have a great evening,
Jamie

Jamie Cassutt-Sanchez
Santa Fe City Councilor District 4
505.955.6817 office
505.629.9820 cell
jcsanchez@santafenm.gov

From: Robert Morlino <rmorlino@homewise.org>
Sent: Thursday, April 29, 2021 12:03:30 PM
To: COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; Mayors Office <mayor@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Support for LED streetlight project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Councilors, Mayor, and Director Wheeler,

I write you to voice my support the recent, unexpectedly controversial, plan to convert the city's streetlights to LEDs. The science and research is clear the LEDs are directional, higher efficiency, and garner longer lifespans. I live off Governor Miles Road where a pilot program for these bulbs has been implemented and I am impressed. I think they light the width of the roadway better without bleeding light onto private property, provide better visibility (without glare), and have a very similar color temperature to the incandescent or sodium vapor lights further down the street.

I believe the initial plan was a good one and thought you presented it exceptionally. You have also been very accommodating to concerns and the consideration of 2700 kelvin bulbs is a good compromise. But I am stunned by the consistent opposition to this project, which has so much precedent throughout the country and to the world. I hope that we can soon just move forward with the project. I think it likely has more support than is expressed. After all, for the average Santa Fean with a full-time job, family, and other concerns, making this change is a forgone, mundane decision that requires very little debate. As you all probably know by now, I get frustrated when good policy is thwarted by a small number of loud folks with a lot of time on their hands. Any of the concerns they bring up, even the legitimate ones, are easily mitigated by solutions already presented by Public Works. From comments made last night, it sounds like one or more members of the governing body want to delay and study this issue further. Frankly, I think that's a terrible idea. There should not be more public time or resources spent to examine a problem for which so much ink has already been spilled, especially for a solution that is known to save time and money in the long run.

How can I help? I am inclined to engage with these folks but feel it might be counterproductive. But I also don't want these spurious arguments to go unanswered and for this small, vocal contingent to feel emboldened in their obstructionism. Would writing an op-ed help?

By chance, my sister works in the field of lighting and energy efficiency. She and her colleagues at Efficiency Vermont have been through this battle with a couple municipalities. She expressed interest in helping if you can use her expertise but she would probably have to clear it with her PR director, a former PNM employee as luck would have it! Her contact info: lmorlino@veic.org

Thank you all so much for your service to the community and patience on this issue.

Rob Morlino

Marketing Director

Hablo español

Phone: 505-795-7588

www.homewise.org

Email: rmorlino@homewise.org

1301 Siler Road
Santa Fe, NM 87505

SANTA FE COUNTY
PROJECT-RELATED CONSTITUENT EMAILS

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Dark Skies for Santa Fe!

Cecily Martin <cbmartin126@gmail.com> Fri, May 7, 2021 at 8:58 AM
To: SantaFeLED@dalkiasolutions.com

Please consider using lights with the warmest lights / lowest Kelvins to give Santa Fe a candlelit look!

Thanks,
Cecily
Santa Fe Resident

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Demonstration

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Wed, Apr 21, 2021 at 12:00 PM
To: Terry Smith <terry@munroesmith.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hi Terry,

Thanks so much for reaching out, glad to hear you saw the updated info! Yes, each pole will be marked with a poster to indicate it's part of the demonstration. I'll add that to the website so everyone knows what to look for. Let me know if you have any other questions!

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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Please update your records with our new email format.

On Wed, Apr 21, 2021 at 12:16 PM Terry Smith <terry@munroesmith.com> wrote:

> I have just seen the revised maps for the streetlight demonstration. Will the demo poles be marked to ensure our ability to determine exactly which ones hold the demonstration lights
>
> *Terry Smith*
>
> *7408B old Santa Fe Trail*
> *Santa Fe, NM 87505*
> *terry@munroesmith.com*
> *505-577-0648*

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: Street Lighting Project

WHEELER, REGINA A. <rawheeler@santafenm.gov> Thu, Mar 25, 2021 at 11:05 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Forwarding in case you don't have this person on our list yet.

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Wednesday, March 24, 2021 10:00 AM
To: Robert Powers <robert.a.powers@gmail.com>
Cc: HERNDON, DAVID A. <daherndon@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Street Lighting Project

Dear Robert,

Here's an email that went out to the City Council last night:

Councilors,

The purpose of this email is to provide everyone with an update on the community-driven lighting design process. We are working from the program design that we all agreed to at the Governing Body meeting; it will continue to develop and we are doing our best to keep everyone informed as the project moves ahead. We are very serious about meeting with the community and designing and developing a project that can meet the multiple goals that have been expressed and are required by City Code: protecting and enhancing dark skies, preserving the character of Santa Fe, reduced energy use, meeting all regulations and requirements, and ensuring safety and security. Please feel free to share this with constituents or post on social media.

Here is an update on the progress we've made so far, with some next steps that will be rolling out in the next few days and weeks:

- The project website is being finalized. We are planning to launch the website in next 7 days.
- Four demonstration areas have been identified in different parts of the City. We plan to have these demonstration areas operational by mid-April.
- We have been meeting with the NMDOT weekly to understand their specifications, clarify the question of their legal ability to provide a waiver to the City concerning the performance of different lighting to meet road lighting standards.
- We will be creating a steering committee with representatives from Seniors, Youth, South Side, People with Disabilities, Businesses, Railyard, Environmental, Neighborhood on Southside, Neighborhood on Eastside, Neighborhoods along Cerrillos, Bicyclists, Dark Sky Advocates and other key constituencies that need to weigh in on the lighting design. This committee will meet several times, attend the demonstrations and make a recommendation to the Governing Body on the lighting design.
- We are developing questionnaires that will allow community members to submit their thoughts and express their priorities and preferences.
- We are gathering email addresses of people who want to be kept informed as the community-driven lighting design process proceeds.

Please let us know as you hear of additional concerns or questions and we'll do our best to get them addressed.

Thanks!
Jarel

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Mar 24, 2021, at 8:24 AM, Robert Powers <robert.a.powers@gmail.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

First off, I wanted to thank you for your efforts in converting Santa Fe city lights from the old high-pressure sodium lights to modern LED lighting. This makes sense: it will save energy, and should provide better control/dimming capabilities. Better shielding of the lights will also be an excellent improvement. So far so good. However, I am concerned that there continues to be a premature push for a pre-ordained ratio of 4000k vs 3000k streetlights in your planning. Despite the formation of a citizens review committee, the appearance of recent correspondence between Regina Wheeler and Mr. Baker, is that 4000K lights will be installed on main streets come hell-or-high-water.

As a member of the International Dark-Sky Association, and as someone who moved to the Santa Fe area specifically to pursue amature astronomy, I am concerned there will be the unnecessary introduction of blue light, which is more prominent in the spectrum of 4000K LED lights vs 3000K. This is not to say that the light will necessarily look bluer: it will just contain more blue light. Which will increase light scattering. Which will increase sky-glow over the city.

My main point would be that low CCT lighting be implemented, and those lights (hopefully 2700K or less) be tuned to provide the level of illumination that is required for specific parts of the city (Airport Rd vs. Country Club Rd). I would like to know what safety information is available that a 2700K CCT LED streetlight vs. a 4000K CCt LED light is more safe for a given level of illumination (lux)?

I would ask that you do not rush ahead and reach a predetermined lighting plan without going through a reasonable and open discussion. I realize "time is money", but a growing number of cities are implementing 2700K street lighting, and it is not rocket science to implement these types of lighting plans safely.

Best regards,

Robert Powers

Eldorado, NM

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

LED color temperatures

Lorilee Winter <loris.lathers@comcast.net> Sun, Apr 25, 2021 at 9:42 AM
To: SantaFeLED@dalkiasolutions.com

Santa Fe Mayor and Councilors,
My husband and I moved to Santa Fe 7 years ago. Part of the appeal of New Mexico and Santa Fe in particular is the abundance of night sky visibility. What a beautiful and increasingly rare natural opportunity we have to appreciate the nighttime heavenly vistas.
PLEASE, with this in mind, opt for 3,000 kelvins or less when replacing the old lighting with new LED lighting. This will ensure both safety and preserve the dark night sky which many of us value highly.
Thank you for your careful color choice consideration.
Lorilee Winter

Sent from my iPhone
Lori

Santa Fe, NM
H-505-983-6446
C-651-270-7161

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

location

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Sat, May 22, 2021 at 12:15 PM
To: Bonnie Bishop <bbsfdesign@comcast.net>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hi Bonnie,

I'm sorry for the delay in response, this email was lost in the spam filter. Have you been able to go to the Frenchy's Field demonstration? It's six lights on the same side of the street as the parking lot on Agua Fria. There are three to the left of Osage Ave and three to the right of Osage Ave on the north side of the street. We are accepting feedback through Monday night if you haven't had the chance to look yet!

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Tue, Apr 27, 2021 at 4:19 PM Bonnie Bishop <bbsfdesign@comcast.net> wrote:

> Hi,
> I can't find the map that was posted showing the fixture location at Frenchie's park. Can you help me? I would like to go by and see it.
> Thanks,
> Bonnie
>
> Bonnie Bishop
> PO Box 385
> Santa Fe, NM 87504
> 505-984-1750
>
> 

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Street Lights - question on design criteria- Upper Canyon Road NA

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Mar 15, 2021 at 6:09 PM
To: rdellenberg@gmail.com
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Kevin Kaye <kevin.kaye@dalkiasolutions.com>

Good evening Mr. Ellenberg,

Thank you for your email. As Director Wheeler mentioned, I'll be leading the engagement initiative with the Dalkia team.

Thank you for clarifying your question. There are myriad factors that contribute to establishing the need for light in different areas. In addition to the ANSI/IES RP-8-18 standard Director Wheeler mentioned, as well as the New Mexico Night Sky Protection Act, the New Mexico Department of Transportation utilizes guidance published by the American Association of State Highway and Transportation Officials (AASHTO), Federal Highway Administration, and other entities to shape its own policies.

Specifically with regard to establishing need for lighting, New Mexico's DoT defaults to the AASHTO Roadway Lighting Design Guide to establish guidelines for warranting lighting on highways, interchanges, freeways, major, and local streets. AASHTO creates their guidelines based on conditions including:

- Traffic volumes
- Roadway speed
- Accident frequency and severity
- Pole height and spacing
- Spacing of interchanges
- Lighting in adjacent areas

There isn't a prescriptive answer, so to speak, due to the unique intersection of these factors in each situation.

Dalkia is extremely excited to partner with the City of Santa Fe to finalize a lighting design plan that highlights the character of the city while reducing energy consumption and light pollution. We plan to have a website up and running by the end of the month and to roll out community demonstrations during April. I'm looking forward to continuing to engage with you regarding this project.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, Mar 15, 2021 at 4:07 PM <rdellenberg@gmail.com> wrote:

> Thank you: I look forward to hearing more.
>
> The items you listed are not really responsive to my question.
>
> What is the amount of light needed for the lights purpose and how is the purpose and the need determined for a given area? I have seen flying by a lot of information on who does what and who recommends what, but none of them address the amount of light to meet its purpose.
>
> Richard D. Ellenberg
>
> rdellenberg@gmail.com
>
> 505 699 9158
>
> 1714 Canyon Road
>
> Santa Fe, NM 87501-6140
>
> ---
>
> **From:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Sent:** Monday, March 15, 2021 4:58 PM
> **To:** rdellenberg@gmail.com
> **Cc:** Kevin Kaye <kevin.kaye@dalkiasolutions.com>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> **Subject:** RE: Street Lights - question on design criteria- Upper Canyon Road NA
>
> Hello Richard,
>
> Thank you for reaching out with your question. Intensity is not a word that I am familiar with related to the lighting design. There are a number of parameters that includes lumens, watts, cct (color temperature).
>
> There are a number of regulations we must adhere to in the street lighting design.
>
> 1. State of New Mexico Dark Sky Protection Act- requires shielding of all new light fixtures to prevent up lighting. All luminaires under consideration for the project comply with this Act.
> 2. City of Santa Fe Outdoor Lighting Code
>   a. Specifies that outdoor lighting the purpose of the outdoor lighting code is to "reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security and ensure aesthetically appropriate outdoor lighting in keeping with the character of Santa Fe."
>   b. This regulation drives the need for many viewpoints in the City to influence the design.
> 3. PNM lights are regulated by PRC which specifies which luminaires PNM can use. PNM owns almost half of the streetlights in the City of Santa Fe.

4. ANSI/IES RP-8-18 which specifies lighting patter required on roadways for safe driving and walking.

I've attached a presentation about the project that was given to Governing Body on February 24 which you may find helpful.

I am also including Cheyenne Ernst who is gathering names and leading our public engagement process. She will add you to the list of people to keep informed.

Best,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: rdellenberg@gmail.com <rdellenberg@gmail.com>
Sent: Monday, March 15, 2021 4:01 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Street Lights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Regina: Jamie has told me there will be a study/process to examine the intensity of lights to be used. While I read about Dark Sky Advocates recommendations, and what was used in other locals, I saw nothing about what is required to meet the purpose of having the lights on streets with different intensity of usage. The question to me is how to determine what the minimum needed is, and that involves answering "needed for what"

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Ligt Colors

Terry Smith <terry@munroesmith.com> Thu, Apr 22, 2021 at 1:58 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Cheyenne,

Did a preliminary run this morning to ensure i will know where the demo lights are on Friday evening. I noted that signs are not yet up on the subject poles. Assuming that'll get done before tomorrow evening.More importantly, the community will need to know the Kelvin rating of each demo light in order to make sense of it all. BTW, assuming you know that Robin Matin, owner of the Santa Fe New Mexican, is converting all the lights at the paper's production facility to 2,000K. Would be good to note that and invite folks to check them out as part of the demo. Yes?

Terry Smith

7408B old Santa Fe Trail
Santa Fe, NM 87505
terry@munroesmith.com
505-577-0648

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: City of Santa Fe Light Replacement Project

Eric Saltmarsh <ericsaltmarsh@gmail.com> Fri, Mar 26, 2021 at 10:56 AM
To: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Thank you for the information, Councilor Cassutt-Sanchez. I appreciate everybody's help in finding solutions to keep Santa Feans safe and secure, while also preserving the precious asset of our dark night sky.

Regards,

Eric

On Fri, Mar 26, 2021 at 10:01 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

Dear Mr. Saltmarsh,

Thank you for your email. A lighting design has not been finalized at this time as it will need to be approved by the Governing Body and we have not done so. There will be opportunities for community engagement during the lighting design phase. I am including Ms. Cheyenne Ernst on this email so she can be sure to add you to our contact list and keep you updated on the opportunities for public input. I am also including Ms. Regina Wheeler on this email so she can be sure that the questions and suggestions you brought up can be thoroughly assessed and considered during this lighting design phase.

Thank you so much,
Jamie

Jamie Cassutt-Sanchez
Santa Fe City Councilor District 4
505.955.6817 office
505.629.9820 cell
jcsanchez@santafenm.gov

From: Eric Saltmarsh <ericsaltmarsh@gmail.com>
Sent: Tuesday, March 23, 2021 8:57:45 PM
To: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Subject: City of Santa Fe Light Replacement Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

City Councilor Cassutt-Sanchez,

This afternoon, I was forwarded a copy of an email from Public Works Director Regina Wheeler that suggests that the City of Santa Fe is moving forward with its lighting replacement program without waiting for necessary community input. This concerns me since a) public input is valuable in making informed decisions that affect the community and b) public input should be solicited and considered well before plans are finalized, contracts signed, and materials ordered.

I'd like to focus on one particular paragraph in Director Wheeler's email, quoted below:

'We are developing a lighting design that meets regulatory requirements and community goals. In the attached presentation, you can see the regulations that we must meet in our design. We are engaging the public and setting up demonstrations so that the community can provide input to our lighting design. We have already established that over 70% of the lights will be 3000k and are evaluating the safest and best solution for our major roadways. 4000k lights provide better visual acuity and faster driver response times. With the aging population and already marginal safety record on our major roadways, safety and security are key concerns for many residents.'

Director Wheeler's comment that the public is being engaged sounds fine until she states that over 70% of the lights will be 3,000K. That suggests that a decision has been made for over 70% of the project, without sufficient public engagement.

Director Wheeler then states that even brighter lights (4,000K) provide better visual acuity and faster driver response times and indirectly links this assertion to the aging population, an already marginal safety record on our major roadways, and safety and security concerns of many residents.

Are brighter lights the best solution to all of these issues? Have we considered ways to provide safety and security with less lighting? How about drivers' tests for senior citizens (I'll be 65 this summer), lower speed limits, staggered traffic signals at intersections?

I'm passionate about lighting issues because I want to protect our night skies, for our personal health and enjoyment, as well as for the wildlife that depends on darkness to travel, hunt, and hide. Safety and security issues are important to me as well, but there are ways to address them without lighting up the city and the sky above it.

Please help us get to the best solution(s) that address the City's need for safety and security, while preserving a valuable community asset -- our dark night skies. It's in Santa Fe's best interest.

Thank you.

Eric Saltmarsh
18 Tarro Rd
Santa Fe, NM 87508
ericsaltmarsh@gmail.com



The lights of Santa Fe deteriorate the night sky, as seen from southwestern Eldorado.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Decisions re: Santa Fe Lighting

Eric Saltmarsh <ericsaltmarsh@gmail.com> Mon, Apr 5, 2021 at 7:52 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Thank you for the update, Cheyenne. This is great news.

Regards,

Eric

On Fri, Apr 2, 2021 at 5:03 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Good afternoon Mr. Saltmarsh,
>
> Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
>
> We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.
>
> The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.
>
> I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
>
> I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.
>
> I'm looking forward to continuing to engage with you and your fellow neighbors.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*

On Fri, Apr 2, 2021 at 12:00 PM Eric Saltmarsh <ericsaltmarsh@gmail.com> wrote:

> Hi, Councilor Cassutt-Sanchez. Thanks so much for the update and my inclusion on the list.
>
> Regards,
>
> Eric
>
> On Fri, Apr 2, 2021 at 10:21 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:
>
> > Dear Mr. Saltmarsh,
> >
> > Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city. I believe you are already on the list, but want to make sure just in case.
> >
> > I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
> >
> > Thank you again,
> > Jamie
> >
> > Jamie Cassutt-Sanchez
> > Santa Fe City Councilor District 4
> > 505.955.6817 office
> > 505.629.9820 cell
> > jcsanchez@santafenm.gov
> >
> > **From:** Eric Saltmarsh <ericsaltmarsh@gmail.com>
> > **Sent:** Wednesday, March 31, 2021 10:06:41 AM
> > **To:** Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>
> > **Subject:** Decisions re: Santa Fe Lighting
> >
> > CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
> >
> > 'A picture's worth a thousand words' -- OK, several pictures...
> >
> > The decision made regarding Santa Fe lighting will affect Santa Fe residents and surrounding communities for decades to come.
> >
> > Please make an informed decision that promotes the safety and security of Santa Fe's residents and businesses and protects the darkness and the area's night skies.

Thank you,

Eric

Eric Saltmarsh
18 Tarro Rd, Santa Fe, NM 87508
ericsaltmarsh@gmail.com

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Please consider lowering street light CCT

WHEELER, REGINA A. <rawheeler@santafenm.gov> Thu, Mar 25, 2021 at 8:21 AM
To: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, Brian Hagenbuch <bhagenbuch@mac.com>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hello Mr. Hagenbuch,

Thank you so much for reaching out with information, recommendations and to be involved in the community driven streetlight design. I've included Cheyenne Ernst who will add you to the communication list.

More info on the process coming soon!

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Sent: Tuesday, March 23, 2021 4:15 PM
To: Brian Hagenbuch <bhagenbuch@mac.com>; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Please consider lowering street light CCT

Good afternoon Mr. Hagenbuch,

Thank you so much for your email. When we recently approved a contract with Dalkia to convert all our streetlights to LED, we built in a three month lighting design phase so that we have ample opportunity to engage the community and receive community input on this topic. I am including Ms. Regina Wheeler on this email so she can be sure you are on the email list to receive information about the opportunities for the community to provide input into the lighting design.

Thank you so much,

Jamie

Jamie Cassutt-Sanchez

Santa Fe City Councilor District 4

505.955.6817 office

505.629.9820 cell

jcsanchez@santafenm.gov

From: Brian Hagenbuch <bhagenbuch@mac.com>
Sent: Tuesday, March 23, 2021 3:55 PM
To: Mayors Office; VILLARREAL, RENEE D.; RIVERA, CHRISTOPHER M.; CASSUTT-SANCHEZ, JAMIE A.; LINDELL, SIGNE I.; comero-wirth@santafenm.gov; ABEYTA, ROMAN R.; COPPLER, JOANNE V.
Subject: Please consider lowering street light CCT

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Santa Fe Mayor and City Councilors:

I recently moved to Santa Fe from Annapolis, MD. A main attraction for me was the dark skies. I am writing to you now to express my concern with one aspect of the City's plan to improve its street lighting
My particular concern is with the choice of a high correlated color temperature (CCT) – 3000 K to 4000 K – for the street lighting. Such a choice is generally recognized by the medical community, lighting security experts, and the astronomical community for its documented negative effects on human health, highway safety, and night sky protection.

Such a choice is contrary to the recommendation of the American Medial Association, which has advised that outdoor night-time lighting should not exceed a CCT of 3000 K, and is best kept below that level.

Security consultancies advise keeping lighting CCT below 3000 K to preserve the ability of security cameras to accurately render color and avoid being blinded by the increased glare and scattering associated with higher CCT lighting.

Highway safety experts have long noted that high CCT lighting increases roadway glare, and that low (2200 K – 2700 K) lighting is preferred for its superior penetrating ability through dust and other particulates.

The professional astronomical community has documented the very damaging effects that high CCT lighting has on the night sky: effects that can be measured hundreds of miles from a city's center.

The Thursday, February 18 article in the Santa Fe New Mexican strongly suggests that the City has not properly consulted current expert advice and best practice recommendations regarding the CCT of lighting for road and highway safety, human health, and its effects on the night sky. Certainly the choices that are being recommended for Santa Fe run counter to the choices made by other municipalities of similar size, geography, and demographics.

Correspondingly, I urge you to postpone any decision on this matter and take additional time to ensure that you have heard from subject experts, sample peer-city experiences, and properly address public concerns.

Sincerely,

Brian Hagenbuch
76 Graythorn Drive
Santa Fe, NM 87506

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Santa Fe City Street Light Replacement Project

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 2:29 PM
To: Tim Johnson <firelock@comcast.net>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Mr. Johnson,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 9:22 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. Johnson,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Tim Johnson <firelock@comcast.net>
> **Sent:** Wednesday, March 31, 2021 9:25:59 AM
> **To:** Mayors Office <mayor@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; romero-wirth@santafenm.gov <romero-wirth@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** Santa Fe City Street Light Replacement Project
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Santa Fe Mayor and City Councilors:
>
> I am a 25 - year resident of Santa Fe, having moved here from the Southeast US, attracted by its quality of life, its respect for the environment, and its glorious dark skies. I am writing to you now to express my concern with one aspect of the City's plan to improve its street lighting, which you will be taking up this Wednesday.
>
> My particular concern is with the choice of a high correlated color temperature (CCT) – 3000 K to 4000 K – for the street lighting. Such a choice is generally recognized by the medical community, lighting security experts, and the astronomical community for its documented negative effects on human health, highway safety, and night sky protection.
>
> Such a choice is contrary to the recommendation of the American Medial Association, which has advised that outdoor night-time lighting should not exceed a CCT of 3000 K, and is best kept below that level.
>
> Security consultancies advise keeping lighting CCT below 3000 K to preserve the ability of security cameras to accurately render color and avoid being blinded by the increased glare and scattering associated with higher CCT lighting.

Highway safety experts have long noted that high CCT lighting increases roadway glare, and that low (2200 K – 2700 K) lighting is preferred for its superior penetrating ability through dust and other particulates.

The professional astronomical community has documented the very damaging effects that high CCT lighting has on the night sky: effects that can be measured hundreds of miles from a city's center.

Thanks for your attention to this critical matter,

Tim Johnson
8 Dulce Rd.
Santa Fe, NM in Eldorado
87508

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Santa Fe Night Sky

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 11:47 AM
To: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>
Cc: "Brown, Arthur" <ab48@evansville.edu>

Hi Dr. Brown,

Thank you for your investment in this project for the City of Santa Fe. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:43 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Ms. Brown,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Brown, Arthur <ab48@evansville.edu>
> **Sent:** Wednesday, March 31, 2021 7:31:52 PM
> **To:** Mayors Office <mayor@santafenm.gov>; rdvillareal@santafemn.gov <rdvillareal@santafemn.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
> **Subject:** Santa Fe Night Sky
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> March 31, 2021
>
> Dear Elected Leaders,
>
> I am a resident of Chupadero in Santa Fe County. I first moved to New Mexico in 1980. My wife is from Santa Clara Pueblo and was born in Santa Fe. We have two grown children, one a dancer for the last ten years with the Aspen Santa Fe Ballet and the other a Ph.D. candidate in History whose dissertation is a study of the conjunction of Tewa and Western culture.
>
> I am a strong supporter of the Santa Fe Conservation Trust and the New Mexico Night Sky Protection Act, which is to say of protecting the night sky, the environment, and human health by using lower intensity LED lights and full cut-off fixtures in our streetlights.
>
> Many thanks for your leadership in protecting the Santa Fe night skies.
>
> Best wishes,
> Arthur
>
> Dr. Arthur Brown
> Emeritus Professor of English, University of Evansville
> 53A Camino Chupadero
> Santa Fe, NM 87506
> ab48@evansville.edu

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Street Lighting Plan

Brian Hagenbuch <bhagenbuch@mac.com> Fri, Apr 2, 2021 at 3:37 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hi Mr. Ernst,

Thank you for adding me to your contact list. I'm encouraged by your explanation and look forward to hearing more about the website, demo locations, and workshops.

Thank you,
Brian Hagenbuch

> On Apr 2, 2021, at 3:17 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Hello Mr. Hagenbuch,
>
> Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
>
> We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.
>
> The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.
>
> I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
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> I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.
>
> I'm looking forward to continuing to engage with you and your fellow neighbors.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*

> On Fri, Apr 2, 2021 at 9:09 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:
>
> Dear Mr. Hagenbuch,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Brian Hagenbuch <bhagenbuch@mac.com>
> **Sent:** Wednesday, March 31, 2021 11:59:28 AM
> **To:** Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; romero-wirth@santafenm.gov <romero-wirth@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
> **Subject:** Street Lighting Plan
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> FYI I am strongly opposed to approval of the city's original street lighting plan. I am in favor of a low-energy plan that would keep CCT below 3000 K (preferably 2700 K or lower).
>
> Sincerely,
>
> Brian Hagenbuch
> 76 Graythorn Drive
> Santa Fe, NM 87506

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Fwd: Dalkia/city abuse of public engagement

WEBBER, ALAN M. <amwebber@santafenm.gov> Sun, Apr 25, 2021 at 12:48 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>

Here we go.

Let's talk on Monday.
Alan

Alan Webber
amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."
A. Lincoln

Begin forwarded message:

From: Sam Finn <lsfinn59@icloud.com>
Subject: Dalkia/city abuse of public engagement
Date: April 23, 2021 at 6:07:42 PM MDT
To: "Michael J. Garcia" <mjgarcia@santafenm.gov>, "Jamie A. Cassutt-Sanchez" <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>
Cc: Mayors Office <mayor@santafenm.gov>, "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Sam Finn <lsfinn59@icloud.com>
Subject: Dalkia/city abuse of public engagement
Date: April 23, 2021 at 6:07:42 PM MDT
To: "Michael J. Garcia" <mjgarcia@santafenm.gov>, "Jamie A. Cassutt-Sanchez" <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>
Cc: Mayors Office <mayor@santafenm.gov>, "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>

Dear Councilors:

I do not doubt that you have heard much on the abuse of the public engagement that you asked the Department of Public Works to oversee. I would like, however, to draw your attention to a new twist.

The Dalkia Project Expeditor (Cheyenne Ernst) has now confirmed that only 2700 K and 3000 K lamps will be on display across the four sites, and that the identities of the different lamps on display will not be revealed. The reason given is "To reduce subconscious biases as much as possible, the community-guided design demonstrations are based on the blind-experiment methodology to encourage unbiased assessment. Each pole will be numbered. If you have feedback about a specific luminaire or set of luminaires, please provide the number(s) on the pole(s) along with your feedback."

I can write the conclusion of this pseudo-scientific survey now:
"Residents were shown a set of lights over a range of color temperatures and their opinions surveyed. Subconscious bias was controlled for. Residents expressed no significant preferences for lighting at less than 3000 K."

How can I be so sure? Well, there is this:

> "How Perceivable is the Difference Between 2700K and 3000K?
>
> To the naked eye, the difference is certainly noticeable, though it is by no means extreme. If you look at a 2700K and 3000K light bulb side-by-side, you will definitely be able to tell the difference. But, if you went to visit friends at two different (but similar lighting style) homes in one night, you may not consciously realize that the first home had 2700K and the second home had 3000K lighting.
>
> As long as a 2700K and 3000K light source are not immediately next to each other (e.g. mixing them in a single 6-lamp ceiling fan light) the two color temperatures can blend fairly well in a single space, without any aesthetic concerns.
>
> You may, for example, choose to use 2700K LED bulbs for ambient lighting, and 3000K LED strip lights for an under-cabinet installation in the same area to illuminate a countertop, and the result would still have a quite cohesive look.
>
> That being said, it can be difficult to qualitatively explain the 300 degree difference between 2700K and 3000K, and the perceptibility of such differences can vary for different people. Oftentimes seeing the lights in person is the best way to truly know which is the best choice.
>
> Source: https://www.waveformlighting.com/home-residential/choosing-between-2700k-and-3000k

I respectfully urge you to take back control of the public engagement process from the Department of Public Works, which - through actions like this - has squandered any good faith that the Governing Body created by mandating a public engagement process.

Sincerely,

Sam Finn
Ph.D., Theoretical Physics and Astrophysics

—
Sam Finn
lsfinn@icloud.com

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Important: Santa Fe LED Streetlight Conversion

WEBBER, ALAN M. <amwebber@santafenm.gov> Thu, Apr 29, 2021 at 1:16 PM
To: Sam Finn <lsfinn59@icloud.com>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, "MIHELCIC, KRISTINE M." <kmmihelcic@santafenm.gov>

Dear Sam,

Thanks for flagging this page. I don't know when it was posted, but it has not been updated and a number of things have changed with the project since that information was first put up.

We'll get on it right away.

Take care,
Alan

Alan Webber
amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."
A. Lincoln

On Apr 29, 2021, at 1:28 PM, Sam Finn <lsfinn59@icloud.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Sam Finn <lsfinn59@icloud.com>
Subject: Important: Santa Fe LED Streetlight Conversion
Date: April 29, 2021 at 1:28:00 PM MDT
To: "WEBBER, ALAN M." <amwebber@santafenm.gov>

Dear Alan,

A correspondent forwarded me the web page, highlighted below, which is being circulated by Director Wheeler. It contains a number of errors of facts - not opinion, but scientific facts - and ignores the expert judgement of professional lighting engineers and scientists on roadway safety, the National Highway Transportation Safety Administration, and NM DOT.

I do not have time to enumerate all of the problems with this city web page. I will, however point out two of the most egregious that I saw on a quick read. Both are at the bottom of the page in the "Frequently Asked Questions"

* Director Wheeler is claiming that "expert scientific study on LED color spectrum and found most recommended 3,000 Kelvins, a softer color of light, for residential lighting, and a whiter light of 4,000 kelvin for main streets to increase visibility and safety." This is false. The Illuminating Engineering Society and the American National Standards Institute are unequivocal in the stating that lighting color temperature is entirely irrelevant for the purposes of roadway safety. They go on to state specifically that roadway lighting designers can choose color temperature to address city ambience or environmental concern. You can read this in the IES RP-8-18 Sec. 10.3.4. For your information, RP-8-18 is the 2018 IES/ANSI standard document "Recommended Practice for Design And Maintenance of Roadway and Parking Facility Lighting". It is the "bible" that professional engineers use in designing roadway and parking facility lighting. In making her own decisions without the advice of experts Director Wheeler is playing games with resident safety.

* The "Color Temperatures in the Kelvin Scale" graph, at the bottom of the page is entirely incorrect. It overlays a rainbow on top of the Kelvin scale - two very different things - to give an impression of lighting color that is completely false. In particular, in a graph like this the Kelvin scale refers to the lighting from an incandescent source at the given temperature. There are no - repeat no - incandescent sources that are green, or show any shade of green. Lighiting temperature of 2000 K is a hot candlelight, not red. Tungsten filament lights run as high as 4500 K, not the 1250 K shown on this graph. 4000 K incandescent light is white, not yellow. Electronic flash lights are - and I'm sure you have witnessed them - white to blue/white. Obviously the noonday sky is not green.

For the safety of the city and its residents, and the protection of the city against liability lawsuits, Director Wheeler should not be allowed to manage this project. The city needs to engage with a professional lighting engineer, or engineering consultancy, whose only stake in this project is to provide the city expert advice.

Sincerely,

Sam

https://streetlights-thecitydifferent.hub.arcgis.com/

Skip Navigation

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Santa Fe LED Streetlight Conversion
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Santa Fe is converting to greener, smarter, and safer streetlights

About the Project
The City of Santa Fe is converting all 5500 of its streetlights to greener, smarter, and safer LED streetlights.

<hub-image-card-crop-iip6xuesf.png>
Matt Dahlseid | The New Mexican
Streetlights play in important role in making roadways safe for pedestrians, bicyclists, and drivers. The City's current streetlights have a short lifespan, a high failure rate, and cause a lot of stray light to spill into our homes and the night sky. They are an old technology that uses a lot of electricity. By converting streetlights to LEDs, reliability will improve, electricity use will reduce by ~60%, and our night skies will be protected. The electric savings will pay for the conversion.

View the Implementation Plan

One step closer to LEED Platinum
As a current LEED Gold Certified City, the conversion to more sustainable streetlights is a key step to getting us to LEED Platinum.

Roadmap to Recertification

One point on the certification grading scale may be achieved by demonstrating that a minimum of 70% of street lighting meets the requirements of the Glare and Sky Glow requirements and adopting a lighting ordinance that conforms to the Model Lighting Ordinance 2011 developed by the International Dark Sky Association and the Illuminating Engineering Society. Santa Fe City Code already complies with Model Lighting Ordinance, and the LED conversion project will bring our streetlights into compliance.

<platinum.png>
The new streetlights will be greener, smarter, and safer.
Greener
By converting streetlights to LEDs, the reliability will be improved and the electricity use reduced by approximately 60%. The on-bill electric savings will pay for the conversion. This is a key step in achieving our sustainability goals in our aim to be the greenest city in the country.
Smarter
The new streetlights are smart ready, facilitating remote monitoring. Dalkia will manage the City's streetlight maintenance using a software for monitoring operations and reporting key performance indicators including energy savings as required by the contract. The City will have licenses to access the software as well. The smart ready streetlights can also support a dimming strategy allowing the City to adjust brightness throughout different times of day.
Safer
The new LED lamp heads focus light down onto the street and generate less stray light than the current streetlights, reducing light pollution and protecting dark skies. The brightness of the new lights will be customized for location – softer light for neighborhoods (3000 Kelvin) and whiter light for safety on main streets (4000 Kelvin), at the same brightness as our previous lights but with less stray light coming into our homes and into the night sky. The smart ready streetlights can also support a dimming strategy allowing the City to adjust brightness throughout different times of day. Specifications of the luminaires to be used in the conversion of City owned streetlights are included in the Implementation Plan and in the Resource Library.
Protecting our Dark Skies

The new streetlights will direct light toward the ground where it is needed and reduce light pollution in our homes and the night sky.
The new streetlights meet or exceed all city and state regulations and other model regulations for protecting dark skies.

Good lighting allows us to meet the basic intent of lighting – safety, security, visibility, comfort- while having very little negative impact on our skies and our health. Good fixtures direct all the light where it is needed, and do not scatter it wastefully into the night or through the neighbor's window. Good lighting incorporates modern, high performance optics that aim light in a defined pattern to reduce glare and light pollution.
-The Santa Fe Conservation Trust
The Process
PNM, Dalkia, and the City are working together with the goal of converting all of the lights in one 6-month project. From the notice to proceed, there is 6-8 weeks for materials delivery and then 4 months for installation. The map shows the planned sequencing of the conversion, starting on the south side of town in approximately June, then moving to downtown in case large gatherings begin again, and then crossing the rest of the City by September 2021.

View the Implementation Plan

<Screen Shot 2021-02-19 at 9.58.25 AM.png>
<Project Timeline 1.png>

Broken Streetlight?
Until the conversion is complete, please continue to report City- and PNM-owned broken streetlights through the PNM Report a Problem tool.

Report a Problem

If your streetlight is owned and maintained by a private entity or an HOA, please contact them directly to repair the streetlight.

Who We Are
The City is partnering with Dalkia Energy Solutions and PNM to convert our old streetlights and maintain the new smart lights.

<LOGO.png>
<PNM.jpeg>
<dalkia.png>

Resource Library
<thumbnail1613756797184.png>
Implementation Plan
<thumbnail1613771459190.png>
Sustainable Santa Fe 25-Year Plan
<thumbnail1613775691566.png>
LEED for Cities Certification-A Report on Sustainability
<thumbnail1613759106293.png>
Street Light Specs 1
<thumbnail1613759083603.png>
Street Light Specs 2
<thumbnail1613759054599.png>
Street Light Specs 3

Frequently Asked Questions

Santa Fe's new LED streetlights will reduce light pollution:

The new LED lamp heads will operate at the same brightness as our current lights.

The new LED lamp heads will focus light down onto the street and generate less stray light. The current street lights have round lenses, which allow a lot of stray light upward and to the sides. This improves night sky and reduces nuisance light into peoples' windows. The new LED lights direct all light down, greatly improving night sky protection and meeting the City of Santa Fe's code for protecting dark skies.

Shields can be installed on specific lights that, even after LED conversion, shine into people's windows.

The new LED streetlights can be programmed with a dimming strategy, if desired, to darken skies and reduce energy use in the middle of the night.

The new streetlights meet contemporary standards for public safety, in consideration of human and environmental factors:

City staff researched other cities' policies and expert scientific study on LED color spectrum and found most recommended 3,000 Kelvins, a softer color of light, for residential lighting, and a whiter light of 4,000 kelvin for main streets to increase visibility and safety. These are considered optimal for driver reaction times when used on higher speed roadways. See this article from Insite about balancing safety, night sky, and environmental considerations when converting to LED lights.

The LEDs are also much more reliable, with a 10 year warranted life, and provide for remote detection so that streetlights will fail less and can be detected and repaired more rapidly. This improves the safety of our streets.

<thumbnail_image001.png>
The LED streetlights are green:

They will save energy and money, which will help Santa Fe achieve its goal of becoming carbon neutral by 2040. The LED lights are projected to use only 40% of the electricity the current lights use!

The lamp heads that are being removed will be taken apart and the components recycled!

<VVtMCQLkZ_hO6o6mUhhKavj5-xw2kCBMThBH8_b6U-oaOkXjZzwwa-SoJEYgLVcNsO8ipBzF25AROuTxe82E0RUgEe812aTU-EesomoWbRoM53dlE3vAQ1UeUTwfcnXF0gYP60-EtmQ=w2400.png>

We want to hear from you!

Regina Wheeler, Public Works Director
rawheeler@santafenm.gov

Built withArcGIS Hub
Manage Privacy

—
Sam Finn
lsfinn@icloud.com

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

"IDA Certified" misrepresentation on SantaFeLED.Com web site

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, May 10, 2021 at 11:02 AM
To: Sam Finn <lsfinn59@icloud.com>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "WEBBER, ALAN M." <amwebber@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "Michael J. Garcia" <mjgarcia@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>

Hello Sam,

Thank you for your email pointing out this discrepancy on the website - my mistake, I had swapped the yes/no IDA designation for fixtures 7-9 and 10-12. It's been corrected now, see the screenshot below.

In reality, the 2700K fixture IS listed and the 4000K fixture IS NOT listed as IDA Dark-Sky friendly. Please excuse my keystroke error on the website. The table distributed in the demonstration FAQ document (attached) correctly captures all the information. The demonstration FAQ document also contains more detailed tables on pages 10-12 with the BUG ratings for all the fixtures under consideration for the project.

If I might provide any other clarifying information, please let me know.

Fixture #	Demonstration area	Fixture location	Roadway Type	Part Number	IDA Certified	Shielding	Color Temp (Kelvin)	Lumens	Wattage
1-3	Frenchy's Field & Osage Ave	West of Osage	Local	ATBM P30 MVOLT R2 27K MP P7	YES	Full cut off	2700	14,400	127
4-6	Frenchy's Field & Osage Ave	East of Osage	Local	ATBM P30 MVOLT R2 3K MP P7	YES	Full cut off	3000	14,600	125
7-9	St Michaels Drive, immediately west of 5th St	South side of street block	Major	ATBM P70 MVOLT R2 4K MP P7	NO	Full cut off	4000	21,600	190
10-12	St Michaels Drive, immediately west of 5th St	North side of street block	Major	ATBM P70 MVOLT R2 27K MP P7	YES	Full cut off	2700	20,000	203
13-16	Jaguar Drive, between Paseo del Sol and Ave Contenta	North side of street block	Local	ATBM P30 MVOLT R2 3K MP P7	YES	Full cut off	3000	14,600	125
17-19	Governor Miles Road, west of Camino Carlos Rey	Western most	Residential	ATBX P40 MVOLT R2 27K MP P7	YES	Full cut off	2700	3,110	34
20-22	Governor Miles Road, west of Camino Carlos Rey	Eastern most	Residential	ATBX P40 MVOLT R2 3K MP P7	YES	Full cut off	3000	3,600	30

Enjoy the rest of your day.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Sun, May 9, 2021 at 9:42 PM Sam Finn <lsfinn59@icloud.com> wrote:

> Dear Director Wheeler & Project Expeditor Ernst:
>
> This evening you updated the SantaFeLED.Com web site with a table showing luminaires and their specifications for the demo project. A screen shot is attached to this note.
>
> The "IDA Certified" column is incorrect for the three fixtures 7-9. If you refer to the the ATBM spec sheet you will note, in the bottom left corner of the first page, that the luminaire does not carry IDA cerfitcation except for color temperatures of less than or equal to 3000 K; so, luminaires 7-9 are not IDA Certified.
>
> Please correct the table.
>
> Also, since the “cutoff” rating system was deprecated by the IES more than a decade ago, please provide the modern BUG rating for these fixtures.
>
> Thank you,
>
> Sam

Announcement: the feedback collection window is being extended to May 24.

Fixture #	Demonstration area	Fixture location	Roadway Type	Part Number	IDA Certified	Shielding	Color Temp (Kelvin)	Lumens	Wattage
1-3	Frenchy's Field & Osage Ave	West of Osage	Local	ATBM P30 MVOLT R2 27K MP P7	YES	Full cut off	2700	14,400	127
4-6	Frenchy's Field & Osage Ave	East of Osage	Local	ATBM P30 MVOLT R2 3K MP P7	YES	Full cut off	3000	14,600	125
7-9	St Michaels Drive, immediately west of 5th St	South side of street block	Major	ATBM P70 MVOLT R2 4K MP P7	YES	Full cut off	4000	21,600	190
10-12	St Michaels Drive, immediately west of 5th St	North side of street block	Major	ATBM P70 MVOLT R2 27K MP P7	NO	Full cut off	2700	20,000	203
13-16	Jaguar Drive, between Paseo del Sol and Ave Contenta	North side of street block	Local	ATBM P30 MVOLT R2 3K MP P7	YES	Full cut off	3000	14,600	125
17-19	Governor Miles Road, west of Camino Carlos Rey	Western most	Residential	ATBX P40 MVOLT R2 27K MP P7	YES	Full cut off	2700	3,110	34
20-22	Governor Miles Road, west of Camino Carlos Rey	Eastern most	Residential	ATBX P40 MVOLT R2 3K MP P7	YES	Full cut off	3000	3,600	30

—
Sam Finn
lsfinn@icloud.com

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Fwd: clarification from IDA on values-centered lighting policy

Sam Finn <lsfinn@icloud.com> Tue, Apr 13, 2021 at 8:45 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Dear Cheyenne,

I was quite surprised by the content of the email from Dalkia and the city announcing the beginning of the community engagement (and, remarkably, its end in less time than was wasted standing it up). It is regrettable that you will need to issue a correction to the city, its residents, and the council, regarding the IDAs participation in the process with you, but that is your burden to carry and not mine.

I appreciate that you took so much time trying to find similarities between what you wish to understand and what the IDA Executive Director said in his note. Your time would have been better spent placing a phone call to the Executive Director so that you might ask him directly for any clarifications that were necessary. The Executive Director's letter is not a fragment from the Dead Sea Scrolls, whose meaning and context are obscure, whose authors are unknown, and - in any event - unavailable: the IDA Executive Director is right there, a phone call away. I urge you to pick-up your phone and call.

I will leave you with that strong recommendation, except for one point. As the Executive Director pointed out in the list of cities identified at the end of his note, when those cities did their initial street lamp conversions lower CCT fixtures were not commercially available at any reasonable price point. That is no longer the case. That point should not have been overlooked by you and, in any event, it has been pointed out to you specifically and to others at Dalkia. There is really no excuse for your having overlooked that point, if in fact you did overlook it.

Sincerely,

—
Sam Finn
lsfinn@icloud.com

> On Apr 12, 2021, at 6:12 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Hello Sam,
>
> Good to hear from you. I hope you're doing well. Thank you very much for forwarding Mr. Hartley's message. Mr. Hartley's message seems to be congruent with everything we've discussed - to reduce the conversation to color temperature, or any one variable alone, does a disservice to the complex nature of projects such as this, especially when so many factors contribute to overall reduction of light pollution. 2200K is articulated by Director Hartley as a recommendation, not a requirement, and later goes on to share that it's most important to consider all five aspects of lighting design.
>
> I find the portion where Director Hartley lists cities that have recently converted to LED particularly interesting. None of the cities or towns listed have street lighting below 2700K and have all still managed to reduce light pollution, light trespass, and glare with the 2700K-3000K range. Fixtures within the 2700-3000K range have a much greater body of evidence surrounding their efficacy, reliability, lighting output levels, and energy consumption. Unfortunately CCTs lower than 2700K are still in a development phase as the market demand is significantly less than that of 2700K+ CCT fixtures. This is one of many reasons the city is prioritizing the IDA's multi-faceted "Five Principles for Responsible Outdoor Lighting" approach to overall reduction of light pollution without sacrificing the energy savings that contribute greatly to Santa Fe's sustainability initiatives, or the reliability that comes from more rigorously-tested models. All that being said, we are collecting data regarding 2000K fixtures to see how they might fit into the City's sustainability model.
>
> Director Hartley states that if CCT above 2200K needs to be used, it must be necessary and used in congruence with other factors to reduce overall light pollution. Unfortunately, focusing so intensely on color temperature takes attention away from the other benefits the fixtures being evaluated for installation in Santa Fe bring. The fixtures being evaluated are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted or unnecessary. Additionally, the fixtures being evaluated all come with extra shielding options to further protect homeowners, other community members, and the environment in specific applications. Further, all luminaires will be fitted with controls technology that allow for dimming, which the City can build policies to leverage which will greatly reduce brightness and glare. Tucson, AZ has done this successfully with 3000K fixtures and is an IDA designated community.
>
> I remember during our conversation, we talked about fine-tuning the knobs that are variables for this street lighting project. Like we discussed, if you turn up the CCT knob, you can reasonably turn down the many other knobs associated with the other variables to achieve the same result. All of these factors I listed above contribute enormously to reducing the overall light pollution, which Director Hartley has indicated as the "IDA's overarching goal." The IDA's Values-Centered Lighting Policy, repeated by Director Hartley at the bottom of his email, articulates "*Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent."* This compounds our earlier conversations about how it's critical to holistically view how all five factors intersect to ultimately create darker skies, which this project will confidently deliver.
>
> For transparency, I had a meeting with the same IDA representative, Dr. John Barentine, who met with Mayor Webber, City Manager LaPan Hill, and Director Wheeler. Following our meeting, the Dr. Barentine sent the following, which seems to have similar messaging to Mr. Hartley's statement. I was advised by Dr. Barentine that this was approved by the executives at the IDA and could be distributed:
>
> > In December 2014, the International Dark-Sky Association (IDA) Technical Committee established a threshold value of 3000K for the correlated color temperature (CCT) of lighting products suitable for listing in our Fixture Seal of Approval (FSA) program. This was the result of a lengthy process beginning in 2010 when IDA published a white paper entitled "Visibility, Environmental, and Astronomical Issues Associated with Blue-Rich White Outdoor Lighting", among the first such communications sounding the alarm about the known and suspected environmental hazards associated with emitting significant amounts of short-wavelength light at night into outdoor spaces.
> >
> > Previously, the FSA limit was 4000K. The Technical Committee decided to lower it in 2014 on the basis of both the weight of available scientific evidence for the harm caused by blue light as well as the rapidly increasing availability of 3000K white LED lighting products then on the global commercial market.
> >
> > In the years that followed, IDA adhered very strictly to this number as an upper design limit, while simultaneously calling on lighting designers and end users to use the lowest practical CCT available that was considered fit for purpose. But this adherence was confusing to the public, and many interpreted IDA's guidance as calling for 3000K as a design target rather than a limit. Over time, it became clear to us that the result was undermining our messaging around blue light, particularly given that we recommended no particular limits on the brightness of 3000K sources.
> >
> > IDA came to an agreement with the Illuminating Engineering Society in 2020 on a set of Five Principles for Responsible Outdoor Lighting. The Five Principles agreement codified much of what IDA had advanced as its guidance for years: lighting should have a clear and useful purpose, and it should be appropriately limited to the times, places and amounts required to serve that purpose. It also addressed the spectrum of that light, without calling out the 3000K threshold: "*Limit the amount of shorter wavelength (blue-violet) light to the least amount needed*."
> >
> > Earlier this year, the IDA Board of Directors approved a resolution articulating a philosophy it calls Values-Centered Outdoor Lighting. The resolution represents IDA's interpretation of the Five Principles for Responsible Outdoor Lighting. It firmly ties together the Five Principles: "*Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent*." It also calls on lighting designers and end users to demonstrate how new installations of outdoor lighting "*will reduce light pollution, or at a minimum not increase it*."
> >
> > The policy statement that insists on consideration of all Five Principles creates an obvious problem for the existing IDA position that 3000K represented a non-negotiable upper limit for the CCT of outdoor lighting products to be considered "dark-sky friendly" according to our FSA criteria. While by 2014 we understood that the other characteristics of lighting at and below 3000K, such as luminous efficacy and color rendering ability, had essentially achieved parity with the same characteristics of lighting at and above 4000K, we did not yet fully appreciate the need to properly connect CCT with aspects of lighting design in a way that ensured light pollution would not increase as the result of the installation of new outdoor lighting.
> >
> > What this means is that insisting on hard 'red lines' involving CCT is no longer considered by IDA to be an effective means of reducing the impact of outdoor artificial light at night. Instead, realizing the interconnectedness of the Five Principles, we hold that CCT (or any equivalent spectral metric) is merely one axis of a problem with multiple dimensions, and that as design elements move along that axis the other elements can adjust in particular ways that allow for control of total light emissions during lighting design, installation and operation.

As in 2014, we have assessed the availability of suitable products on the lighting market, and in consideration of the latest science implicating blue light in a host of environmental concerns, determined that white, 2200K light is suitable for most general outdoor lighting applications. Values-Centered Outdoor Lighting therefore recommends that "*most lighting installations use lamps rated at 2200K CCT, Phosphor-Converted Amber LED, or some filtered LEDs, based on evidence that these colors have less impact on the environment*." We find this is a workable solution that properly takes into account expected product field lifetimes, efficacies, color rendering properties, and other lighting characteristics in most situations.

However, for the first time, IDA also recognizes that good outcomes are obtainable by using white light at higher CCT, if and only if other lighting characteristics are correctly chosen during the design process. This leads to two corollary statements to the above. First, "*where higher than 2200K CCT is selected, the total emission of blue light into the environment should be kept to as low as reasonably possible through low intensities, careful targeting, and reduced operating times*." In other words, if designers and end users want more blue light in their lighting applications, they must offset the blue light emission by lowering total emissions through better targeting, reduced intensity or shorter operating times.

This stance is responsive to emerging evidence that some amount of blue light may have a beneficial effect to traffic safety in certain circumstances, especially in circumstances with high traffic volume that bring motorists into potential conflict with bicyclists, pedestrians and other users of roadways and adjacent spaces. Given the shifting spectral sensitivity of the eye as it transitions from photopic (bright light) to scotopic (dim light) conditions, designs must necessarily account for this by lowering illuminance values appropriately.

Simple, one-for-one lumen replacements in transitioning from legacy technologies like high-pressure sodium vapor to white LED do **not** achieve this goal. However, careful attention to all Five Lighting Principles can mitigate bad outcomes and result in both the reduction of light pollution and broad public acceptance of the new lighting. (For such an example, see this case study about the LED street lighting transition in Tucson, Arizona, U.S.)

When faced with choices between lowering light pollution and preserving public safety, IDA will always take the side of safety. But we believe that the narrative that sets up dark skies and public safety as somehow in tension or mutually exclusive presents a false dichotomy. The Tucson example demonstrates, with evidence, that lowering lumens during LED transitions decreases light pollution without any measurable detrimental impact to public safety.

Lastly, the second corollary to the Values-Centered Outdoor Lighting statement on spectrum and CCT is that naturally dark areas should be maintained in that condition, and sites near these environmentally sensitive places should make use of lighting installations that have "*0% blue light and a narrower spectrum of emission*."

We believe that this new approach to CCT serves the interests of the greatest number of stakeholders; supplies lighting designers with the flexibility in the use of lighting characteristics they have long sought; and provides the public with a better understanding of IDA's position on the issue of the spectrum of outdoor lighting. We further hope that all parties involved in making decisions about outdoor lighting — public and private alike — will find the Values-Centered Outdoor Lighting provisions clear, fair, and effective in serving their stated purposes.

I think the most important takeaway from both messages is simply that a multi-faceted design approach is vital to reduce overall light, which is everyone's ultimate goal. What do you think?

Thanks for your continued engagement with the project. Working on this with the Santa Fe community has been a highly educational and rewarding process so far and I'm eager to continue moving forward. We just sent out our first newsletter and you're on the distribution list - please let me know if you didn't get it!

As always, if you have other questions, comments, or concerns about this project, please let me know and I'm happy to discuss.

Best,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, Apr 12, 2021 at 1:15 PM Sam Finn <lsfinn@icloud.com> wrote:

> Dear Cheyenne -
>
> Over the last week I've heard many conflicting things about what different people heard in a phone conversation that took place last Wednesday between an IDA representative and the mayor, city manager, and public works director. I've also heard surprising things about different people's understanding regarding a conversation that took place sometime earlier between an IDA representative and Dalkia personnel involved in the Santa Fe project. After inquiries at the end of last week the IDA Executive Director has written the following note clarifying the IDA's position with respect to the outdoor street lighting generally, and for Santa Fe in particular. I thought you would want to see this so that we can avoid any confusion as we move forward.
>
> Best,
>
> Sam
>
> —
> Sam Finn
> lsfinn@icloud.com
>
> > Begin forwarded message:
> >
> > **From:** Ruskin Hartley <ruskin@darksky.org>
> > **Subject: Fwd: clarification from IDA on values-centered lighting policy**
> > **Date:** April 12, 2021 at 1:14:41 PM MDT
> > **To:** lsfinn@icloud.com
> > **Cc:** john@darksky.org, pete@darksky.org
> >
> > Dear Sam -
> >
> > The following clarification was just sent to the Mayor, City Council, and Public Works director.
> >
> > We sincerely hope that local dark sky advocates and others can be the primary point of contact to discuss this project.
> >
> > With warm regards,
> >
> > --Ruskin

---------- Forwarded message ---------
From: **Ruskin Hartley** <ruskin@darksky.org>
Date: Mon, Apr 12, 2021 at 12:08 PM
Subject: clarification from IDA on values-centered lighting policy
To: <amwebber@santafenm.gov>, <rdvillarreal@santafenm.gov>, <mjgarcia@santafenm.gov>, <cmrivera@santafenm.gov>, <rrabeyta@santafenm.gov>, <jcsanchez@santafenm.gov>, <jvcoppler@santafenm.gov>
Cc: <rawheeler@santafenm.gov>

Dear Mayor Weber and members of the City Council,

It has come to our attention that there is confusion regarding IDAs position with respect to the color temperature of outdoor lights and in particular street lights. I am happy to clarify this and refer you to our recently adopted position on values-centered outdoor lighting.

First, we recognize that communities are best positioned to make decisions on lighting that works for them. We applaud the City of Santa Fe for pausing to engage in a community dialogue.

IDA's role is to offer guidance on how decisions impact light pollution and recommend steps that can be taken to reduce light pollution if that is of value to the community. IDA's overarching goal is that where existing fixtures are replaced, the project should demonstrate how it will reduce light pollution.

Second, we recommend that most light installations use lamps rated at 2200K CCT or lower, PC-Amber, or filtered LEDs. This includes road and area lighting. There is overwhelming evidence that these colors have less impact on the environment. Fixtures are now available with good all-around performance that meet this recommendation.

Third, in addition to shielding, so no light is emitted above the horizon, we recommend municipalities light to the levels recommended by the relevant professional body, and no higher. In the case of the USA, IES is the ANSI body that established standards for roadways in RP-8-18.

RP-8 specifically addresses the spectral content of light in section 10.3.4 (Spectral Considerations). I have included the relevant extract below:

> *As anticipated in RP-8-14, the U.S. Federal Highway Administration (FHWA) sponsored research by the Virginia Tech Transportation Institute to evaluate the effects of changing spectral content in overhead street and highway luminaires on driver performance. The Roadway Lighting Committee, after reviewing this research, concluded that varying spectral content of overhead luminaires **does not** affect driver performance as represented by detection of potential hazards.*
>
> *...calculations for street and highway luminance and illuminance are to remain based on the photopic luminous efficiency function **without** adjustment for spectral content.*
>
> *(my emphasis).*

In other words, current guidance from IES, the relevant ANSI body for roadway lighting, **does not recommend any particular spectrum**. The city can therefore choose a light source with a spectral content that minimizes light pollution and meets community aesthetic needs without compromising the consensus-based design standards of RP-8.

I understand some of the confusion lies in the following statement in the IDA policy:

> *Where higher than 2200K CCT is selected, the total emission of short wavelength emissions should be minimized through low intensity, careful targeting, and reduced operating time.*

In other words, if a city selects a source with higher blue content (i.e. higher CCT), it should first be clear on why it is doing that. Then it should demonstrate how it is using the other factors to reduce light pollution. This should not be interpreted as support for higher CCT. It is recognition that a source with a little more blue content (i.e. CCT > 2200K), that is operated at a lower level for less time, may emit less overall blue content than a 2200K fixture that is operated at a higher level for more time.

We have also included a shortlist of cities that have deployed warmer temperature lights in the past few years. Please note this is not intended to be exhaustive.

- Southern Company, which owns Florida Power and Light and Georgia Power and Light, selected 3000L for the 1 million streetlights they operate. Previously they had installed some 4000K fixtures but were getting too many phone calls from irate homeowners due to glare concerns.
- Tucson, Arizona selected 3000K for skyglow mitigation - at the time lower CCT rated fixtures were not available at a reasonable price point.
- Phoenix, Arizona selected 2700K for glare moderation for the community.
- Washington DC is selecting 2700K and 3000K for glare moderation and to mitigate skyglow.
- The City of Los Angeles, California has changed its specification from 5000K/4000K to 3000K/2700K for the purpose of community aesthetics.
- Davis and dozens of other smaller cities in California have selected 2700K and 3000K for community aesthetics.

In closing, I will end with where the resolution starts. *Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent.*

Thank you for considering this clarification. We hope it is helpful as the City engages the local community in a decision that will shape the environment of Santa Fe for years to come.

With warm regards,

--Ruskin

--
--
Ruskin Hartley | Executive Director
International Dark-Sky Association
(c) +1 415-238-1325
(o) +1 520-347-6361
ruskin@darksky.org

"Only in the darkness can you see the stars." Martin Luther King, Jr.

--
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ruskin@darksky.org

"Only in the darkness can you see the stars." Martin Luther King, Jr.

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Fwd: Streetlight project: discrepancies in public statements and response to IPRA request

WHEELER, REGINA A. <rawheeler@santafenm.gov> Mon, May 10, 2021 at 3:08 PM
To: "MCSHERRY, ERIN K." <ekmcsherry@santafenm.gov>, "WEBBER, ALAN M." <amwebber@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>

I believe that Mr. Finley is referring to a type of project specification and process that the City of Santa Fe does not use. His idea is that we would completely engineer the solution and then go out to bid for the solution engineered by the City. The City does not do this with our capital projects. We hire firms to do design and construction or design build. In this case, it is a design, build and maintain approach.

Regina

From: MCSHERRY, ERIN K. <ekmcsherry@santafenm.gov>
Sent: Monday, May 10, 2021 3:32 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: RE: Streetlight project: discrepancies in public statements and response to IPRA request

Is he asking for a scope of work/outcomes rather than specifications? It seems he is looking for the goals/purposes of the project but is calling it “Specifications”. I.e., it seems he is looking for an outcome like: “provide sufficient light to allow x, y, z, activities/level of visibility on q, r, m, streets?”

His website linked below states that

“Of the 14 documents provided in response to the IPRA request, none were either project requirement or project specifications documents.

One document returned in response to the request was §716 of the New Mexico Department of Transportation’s Standard Specifications for Highway and Bridge Construction. This NM DOT Standards Specifications identifies the standards that all luminaires placed on NM DOT roads must satisfy. A standard, however, is not a project specific specification.

One document – the April 13 presentation made to the “Community-Guided Lighting Design Working Group” – included on one slide two bullets that might be related to project requirements; however, the bullets themselves were insufficiently detailed to identify an actual requirement and the presentation did not include anywhere a reference to actual project requirements.

Finally, one document provided was a spreadsheet listing a selection of 62 luminaires, their CCT, lumen output, power requirements, energy efficiency, light distribution pattern, BUG rating, warranty duration, and life expectancy. Some of these quantities are marked as estimated. No product specification sheets were provided in response to the IPRA request; so, it is unclear where the information in the spreadsheet – estimated or otherwise – came from. All the luminaires included in the spreadsheet have CCTs of either 2700 K, 3000 K, or 4000 K. No luminaires in the spreadsheet have a CCT of less than 2700 K.”

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Monday, May 10, 2021 2:12 PM
To: WEBBER, ALAN M. <amwebber@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; MCSHERRY, ERIN K. <ekmcsherry@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: RE: Streetlight project: discrepancies in public statements and response to IPRA request

We already fulfilled his IPRA for the specs last week.

Regina

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Monday, May 10, 2021 2:10 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; MCSHERRY, ERIN K. <ekmcsherry@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: Fwd: Streetlight project: discrepancies in public statements and response to IPRA request

FYI

See below.

Alan Webber

amwebber@santafenm.gov

“There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded.”

A. Lincoln

Begin forwarded message:

From: Sam Finn <lsfinn59@icloud.com>

Subject: Streetlight project: discrepancies in public statements and response to IPRA request

Date: May 10, 2021 at 12:56:29 PM MDT

To: "WEBBER, ALAN M." <amwebber@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Sam Finn <lsfinn59@icloud.com>

Subject: Streetlight project: discrepancies in public statements and response to IPRA request

Date: May 10, 2021 at 12:56:29 PM MDT

To: "WEBBER, ALAN M." <amwebber@santafenm.gov>

Dear Alan,

After considerable back-and-forth with Director Wheeler I was driven to file an IPRA request for project requirements and specifications related to the street light replacement project. After a delay that request was fulfilled last Friday. Briefly, the response to the IPRA reveals that there are no project requirements or technical specifications. I have prepared a report on the significance of that finding and the search leading up to it.

You can read the report at <https://nightskysantafe.org/streetlight-project-requirements-and-luminaire-specifications/>. It is prepared as a relatively short web page with links that will allow you to dig deeper into specific matters that may be of interest to you.

I hope you will take a look at the report I have prepared. As you do, I encourage you to ask yourself the following question: is this project being presented to meet the needs of the contractor, Dalkia, or the needs of the city of Santa Fe?

Sincerely,

Sam

P.S. As always I am glad to answer any questions that might arise from reviewing this report, or on other related matters where I might be able to help.

—

Sam Finn

Ph.D., Theoretical Physics and Astrophysics
lsfinn@icloud.com

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: LED streetlights

Sam Finn <lsfinn59@icloud.com> Thu, Apr 22, 2021 at 8:54 AM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>
Cc: Mayors Office <mayor@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "Michael J. Garcia" <mjgarcia@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "Jamie A. Cassutt-Sanchez" <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>, "MCSHERRY, ERIN K." <ekmcsherry@santafenm.gov>, Ollie Eisman <ollie@ollietech.com>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Dear Director Wheeler,

Many of us in the Santa Fe community have extensive professional experience as engineers, project managers, scientists, or a combination of these. We know how to read project specifications, we know what to look for in them, and - for those of us who have sat on project review boards - know how to recognize when we are being snowed. The written project specifications that Public Works is applying to the evaluation of luminaire products are what we are looking for. These must exist if Public Works is applying them to the evaluation of luminaire products. Please provide these.

Sincerely,

—
Sam Finn
Ph.D. Theoretical Physics & Astrophysics
lsfinn@icloud.com

> On Apr 22, 2021, at 9:20 AM, WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:
>
> Good morning Mr. Finn,
>
> The package of specs is getting very close to ready to release to post on the project website and provide to you. We're being very careful to be thorough and correct in the information we're providing. The team has done great work over the last 2 months evaluating additional fixtures that meet our goal of being a dark sky community while meeting regulations and project specs.
>
> Coming soon!
> Regina
>
> Regina Wheeler
> City of Santa Fe
> Public Works Director
> 505-955-6622 (o)
> 505-690-4197 (m)
> rawheeler@santafenm.gov
>
> -----Original Message-----
> From: Sam Finn <lsfinn59@icloud.com>
> Sent: Thursday, April 22, 2021 9:05 AM
> To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
> Cc: Mayors Office <mayor@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; MCSHERRY, ERIN K. <ekmcsherry@santafenm.gov>; Ollie Eisman <ollie@ollietech.com>
> Subject: Re: LED streetlights
>
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Street light infrastructure project - Mr. Sam Finn

Sam Finn <lsfinn@icloud.com> Mon, Mar 15, 2021 at 7:27 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>
Cc: "WEBBER, ALAN M." <amwebber@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Dear Regina,

Thank you much for your update. I look forward to the opportunity to contribute to the development of a lighting plan that meets the many different interests of the City. Given the flexibility of modern LED lighting, and what I do know of many (though certainly not all!) of the different interests, I am confident that there is a plan that can satisfy all the desiderata without the need for any significant compromise on the part of any of the stakeholder groups.

Sincerely,

Sam

—
Sam Finn
lsfinn@icloud.com

On Mar 14, 2021, at 9:26 PM, WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

Hello Mr. Finn,

I am so sorry for my delay in responding to you. I am including Cheyenne Ernst on this message who is gathering the contacts for the public engagement.

We are underway with planning and about ready to launch the public engagement activities for this project. Cheyenne will add you to the list and we'll be reaching out very soon.

I am sure you'll be glad to know we've undertaken the following actions
We are underway with the public engagement and design. We'll be reaching out to folks as soon as we have our plan down. We should shoot for late next week.
1. Contractor and City were in the field last week to select demonstration sites.
2. We reviewed the first draft of timeline for public engagement, includes a workshop with Governing Body.
3. Contractor is building a website
4. We've met twice with NMDOT Traffic Engineer to understand their specifications and review modeling of lighting scenarios on NMDOT road. Another meeting scheduled for next Friday.
5. We're considering building a steering committee with representation from a wide range of stakeholders including schools, seniors, Hopewell Mann, public safety, dark sky, environmental, business community, etc. so that neighbors talk to neighbors, and make a consolidated recommendation to staff and City Council.
6.. Contractor has ordered the night sky detector unit recommended by one of the dark sky advocacy groups.

More soon.

Best,
Regina

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

-----Original Message-----
From: Sam Finn <lsfinn@icloud.com>
Sent: Sunday, March 14, 2021 7:29 PM
To: WEBBER, ALAN M. <amwebber@santafenm.gov>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Street light infrastructure project

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From: **Sam Finn** lsfinn@icloud.com
Subject: Street light infrastructure project
Date: March 14, 2021 at 6:28 PM
To: WEBBER, ALAN M. amwebber@santafenm.gov
Cc: WHEELER, REGINA A. rawheeler@santafenm.gov

Dear Mayor Webber (cc Director Wheeler),

I am writing you regarding the City's street lighting infrastructure project. I apologize in advance for the length of this note. Since it is long I will summarize the main points at the top. Numbers refer to sections of the note that follow.

Summary:

[0] The three months allotted for community discussion and input to the lighting plan are rapidly passing. As a practical matter any detailed lighting plan presented to the Council for its consideration will likely require, at a minimum, one to two months to finalize. If there is further delay in the opportunity for community input it may be that the only lighting design available to the Council will be the plan presented at the Feb 24 meeting, which generated the concern leading to the community discussion and input commitment on the part of the Council. [This point stands alone.]
[1] There are issues with the fixtures that were part of the original proposal presented to the Council and not understood at time of the meeting. In particular, neither of the two fixtures part of the original plan presented to the Council are on NM DOTs Approved Product List (APL). Additionally, one of the two fixture may not be compliant with the New Mexico Night Sky Protection Act.
[2] In answer to several questions asked at the Feb 24 meeting about lighting and the night sky, answers were given that might lead to misconceptions, which it is important to correct lest they in turn lead to poorly informed decisions.
[3] It appears that there is no specification or ordinance that places requirements on the luminaries - fixtures or lamps - to be provided, even at the elementary level of safety and other certifications by OSHA, Underwriters Laboratory, or other national testing authorities.
[4] The City does not have its own Traffic Engineer and is relying upon advice from the vendor, who has conflicting interests, for its lighting plan. Given the magnitude of this infrastructure investment and the consequences the decisions to be made to the success of the project, the City would be well-advised to hire an independent expert traffic engineering firm to advise it.

Body:

[1] Since the February 24 Council Meeting I have continued to investigate the details of the plan that the City was asked to approve. Several issues, bearing on the lighting fixtures, have become apparent. The first is that neither the Autobahn Series ATBX, which was proposed for residential streets, nor the Autobahn Series ATBM, which was proposed for main arteries, are on the NM DOT Approved Products List. Referring to State Traffic Engineer Jian's note to Councilor Garcia, referenced in the Feb 24 Council Meeting, specifically highlighted that the luminaires must be on this list. While it may be possible to apply for and have the ATBM and ATBX fixtures approved for use, it may also not be possible. In either case, failure to recognize that the recommended fixtures were not on NM DOTs APL adds to the project risk: at best to a project delay while NM DOT approval is sought; at worse, the need to rework the plan for new fixtures and possible renegotiation of the contract in light of the fixture cost differential.

Additionally, one of the fixtures — the ATBX — when fully equipped with its acrylic refractor unit, directs light upward, above the horizontal plane, in violation of the New Mexico Night Sky Protection Act. Shortly after the Feb 24 Council Meeting I asked Director Wheeler whether it

Protection Act. Shortly after the Feb 24 Council Meeting I asked Director Wheeler whether it was intended that the ATBX be deployed with or without its refractor unit. While she acknowledged my request she has not responded to it.

[2] At the Council Meeting, Councilors asked Director Wheeler and Dalkia several questions regarding the fixtures, the ability to measure sky glow or light pollution, and lighting “color temperature” and night sky protection. Some of these questions did not receive direct answers, or received answers that may have left misunderstandings that might affect your decisions.

* Councilor Garcia attempted to ask whether Dalkia would agree to supply lighting at a CCT under 3000 K if the city were to require it. His question was not answered. A partial answer to his question may have come from the choice of fixtures in the plan being urged upon the City: per the fixture specification sheets, neither of the fixtures have any option to be equipped with <3000 K lighting. [As an aside, several of the LED luminaire fixtures on the NM DOT Approved Products List do have the option to accept LED lamps as low as 2200 K.]

* Councilor Cassutt-Sanchez asked Director Wheeler whether it was possible to monitor night sky brightness or pollution and whether the City was doing so, or could do so. In her answer, Director Wheeler referred to measurements of light from individual luminaries and measurements from satellites. Her answer, and the amplification given by the Dalkia representative, may have left the unintended impression that sky glow (light pollution) measurements from the ground are not possible. To correct any potential misimpression, such measurements are readily made by inexpensive (circa $200) devices. Unihedron <http://www.unihedron.com/projects/darksky/> provides one set of devices for this purpose. These particular devices can be used either handheld for spot measurements, or permanently mounted and reporting electronically to a central recording station. They are used extensively in scientific and engineering studies of sky glow or night sky luminance. Four example references [a—d] - to city night sky luminance monitoring and the use of the Unihedron device - are included at the end of this note. Should the City desire it would not be at all expensive - from an equipment perspective - to monitor its night sky luminance over time, or pre/post this projects completion.

* At one point in the meeting Director Wheeler asserted that low CCT lighting would need to be adjusted to higher intensity for the same roadway safety. In this she misspoke. Lighting brightness specifications for roadways are independent of CCT: you can check this with NMDOT or the Federal Highway Administration safety guidelines. Roadway safety considerations are primarily associated with a combination of light intensity, glare, and color rendition. When compared to current High-Pressure Sodium (HPS) lighting, LED lighting of the same CCT (approximately 2200 K) has a superior color rendition (measured by the Color Rendition Index, or CRI), which permits it to be safer at lower intensity than equivalent HPS lighting (see pg 8 of Furthermore, modern LEDs and their luminaires are much better at directing the light where it is intended, reducing the overall light brightness needed to achieve a given lux on the ground. As a practical matter, LED lighting is as safe at lower intensity than HPS lighting of the same CCT (~2200 K). [See, e.g., ref e below.]

[3] In investigating the lighting proposal presented to the Council for its approval I was surprised to find that there was no ordinance or specification governing the luminaire procurement. Certainly none is referenced in the contract with Dalkia or as an attachment to the contract. The kind of specification that I was looking for, but that apparently does not exist for this project, is similar in intent to the specifications that governs other City procurements: e.g., a street sweeper or garbage truck. Such a specification would cover, for example, compliance with existing federal, state, and local laws and ordinances, certification by an appropriate OSHA certified national recognized testing laboratory (e.g., Underwriters Laboratory), limit radio and

television frequency interference while in operation, carry an specified minimum warranty or guarantee, have surge protection for nearby lightning strikes or other electrical disturbances, be certified for operation in the temperature and other weather extremes associated with and specific to Santa Fe, and other requirements that the City may think necessary or prudent to impose. These specifications are ones that would apply independently of any lighting plan or design: i.e., regardless of any lighting intensity or CCT. Absent such a specification or ordinance the City has no recourse if implicit assumptions regarding the luminaire physical and operational properties are not met.

[4] In summary, I am deeply concerned that the City is not receiving the kind of professional advice it needs to make an informed judgement on this 3+ million dollar infrastructure investment. The Department of Public Works does not have its own certified Traffic Engineer, specifically trained and knowledgeable about lighting and roadway safety. The absence of such expertise has already shown itself in the misconceptions and misunderstandings regarding NMDOT regulations highlighted at the Feb 24 meeting and others noted above, and other questions relating to night sky protection, lighting ambiance, CCT and lighting luminosity, etc. he Department of Pubic Works is relying upon its chosen vendor for this advice; however, the vendor who will provide and install the lighting has a clear conflict of interest in providing the City advice on the choices it faces. This conflict of interest should not be overlooked. Bad choices are possible. In an extreme case - for example, bad lamp choices or the use of unapproved fixtures - poorly informed decisions could require the city to replace the entire installation, potentially doubling the project cost. At a lesser level, choosing lamps or fixtures without adequate regard to their failure rate may lead to a lower initial outlay but a significantly greater cost over the installation lifetime.

I do not know what is and isn't possible at this late date: i.e., what is driving the decision timeline or what other factors (e.g., financing) might be at play. Regardless, given the magnitude of the City's investment and the consequences of the different choices available to the City, if at all possible the City would be well advised to seek out and hire an independent, professional engineer consultant who is expert on matters of traffic engineering and roadway lighting. Such a consultant should have, as their sole interest in this project, providing expert advice to the City on LED street lighting. While it would have been best to have taken this step early on, if at all possible it should be considered now.

I deeply appreciate the time you've spent, and are continuing to spend, on this matter.
Sincerely,

Sam Finn
814-883-5135

References:
The first four references are to studies of night sky luminance (sky glow or light pollution) in urban areas. The middle two use Unihedron devices for their measurements.

[a] Kocifaj, M. 2014. Night sky luminance under clear sky conditions: Theory vs. experiment. Journal of Quantitative Spectroscopy and Radiative Transfer. Vol. 139, pp. 43–51. doi: 10.1016/j.jqsrt.2013.12.001
<https://www.sciencedirect.com/science/article/pii/S0022407313004767?via%3Dihub>

[b] Pun, CSJ et al. 2013. Contributions of artificial lighting sources on light pollution in Hong Kong measured through a night sky brightness monitoring network. Journal of Quantitative

Spectroscopy and Radiative Transfer. Vol 139, pp 90-108. doi: 10.1016/j.jqsrt.2013.12.014 <https://www.sciencedirect.com/science/article/pii/S0022407313004950?via%3Dihub>

[c] Kyba, CCM et al. 2012. Red is the new black: how the colour of urban skyglow varies with cloud cover. Monthly Notices of the Royal Astronomical Society. Vol. 425, No. 1, pp 701-708. doi: 10.1111/j.1365-2966.2012.21559.x <https://academic.oup.com/mnras/article/425/1/701/1003276>

[d] Aube, M et al. 2016. The spectral amplification effect in clouds to night sky radiance in Madrid. Journal of Quantitative Spectroscopy and Radiative Transfer. Vol 181, pp 11-23. doi: 10.1016/j.jqsrt.2016.01.032 <https://www.sciencedirect.com/science/article/pii/S0022407315301849?via%3Dihub>

[e] U.S. Department of Energy. 2017. Street Lighting and Blue Light: Frequently Asked Questions. <https://www.energy.gov/sites/prod/files/2017/03/f34/Street%20Lighting%20and%20Blue%20Light%20FAQs.pdf> pp 12-13: “A common approach in the early implementation of LED lighting products was to replace incumbent HPS products on an equivalent average illuminance basis. This often resulted in an overly bright appearance … Such early feedback compelled city engineers to reduct the target light levels when using LED products, which largely eliminated the corresponding complaints. LEDs can still appear bright and/or glaring if the observer has a direct view of them, however - especially from viewing angles near the streetlight’s maximum intensity.”

—
Sam Finn
lsfinn@icloud.com

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Streetlamp project specifications

Sam Finn <lsfinn59@icloud.com> Thu, Apr 15, 2021 at 5:11 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Dear Director Wheeler (cc. Project Expediter Ernst):

I have now heard from several correspondents that there are project specifications - including “performance metrics” - that candidate Santa Fe streetlights luminaires must meet. I’ve asked after such specifications in the past, but without response. Now that you are acknowledging that specifications exist I would appreciate seeing them.

I would prefer to see the detailed, quantitative specifications for the Luminaires: general statements like "Luminaires for the project need to meet the following specs: reliability and warranty; energy savings; ft candles on the ground; shielding - all in one fixture” are not helpful. What is the required warranty? What is the required reliability? What is the required BUG? What are the other requirements, or are these the only ones?

If there are specs that your are requiring these must already be in a specification document: just sending along that document would be fine.

You have also mentioned “performance metrics”. What are these performance metrics?

Some of these things you mentioned in earlier notes to other correspondents are neight specifications or performance metrics. Energy savings is, of course, not a “spec”: it depends on the luminaire that is being replaced. Likewise, how can you make lux a requirement or performance metric without knowing where you are placing the luminaire, its optics, and its relationship to adjacent luminaires: again this requires an actual lighting design. Are you running a full lighting design for every candidate set of luminaires?

Sincerely,

—
Lee Samuel Finn
Ph.D., Theoretical Physics & Astrophysics
lsfinn@icloud.com

signature.asc
1K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Terry Smith recommended we connect

Sam Finn <lsfinn@icloud.com> Mon, Apr 5, 2021 at 8:53 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

All good. Talk with you at 1:30 PM MT/12:30 PM PT.
—
Sam Finn
lsfinn@icloud.com

> On Apr 5, 2021, at 9:52 AM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Thank you so much for the flexibility, Sam! The conflicting meeting I had was fortunately just canceled, so 1:30 MT is going to be just fine. I live in San Diego, so the invite shows Pacific Time.
>
> Below are the meeting details. I will also send a calendar invite momentarily.
>
> > Cheyenne Ernst is inviting you to a scheduled Zoom meeting.
> >
> > Topic: CoSF Street Lighting
> > Time: Apr 5, 2021 12:30 PM Pacific Time (US and Canada)
> >
> > Join Zoom Meeting
> > https://zoom.us/j/99557522329?pwd=blN2cUpRNEErb04way9pV0xmRzQ1QT09
> >
> > Meeting ID: 995 5752 2329
> > Passcode: 1tJv2f
>
> I'm eager for our conversation.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
> dalkia EDF GROUP
> m: (913) 653 5239
> dalkiasolutions.com
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Mon, Apr 5, 2021 at 7:55 AM Sam Finn <lsfinn@icloud.com> wrote:
> > Hi Cheyenne,
> >
> > 2 PM would be fine. I look forward to talking with you then.
> >
> > Best,
> >
> > Sam
> >
> > —
> > Sam Finn
> > lsfinn@icloud.com
> >
> > > On Apr 5, 2021, at 8:54 AM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > >
> > > Good morning Sam,
> > >
> > > I hope you had a nice weekend. Would we be able to push our conversation back to 2PM today? If this works for you, I will send a Zoom link.
> > >
> > > Thanks,
> > >
> > > Cheyenne
> > >
> > > On Fri, Apr 2, 2021 at 4:14 PM Sam Finn <lsfinn@icloud.com> wrote:
> > > > Dear Cheyenne,
> > > >
> > > > Thank you for your gracious note.
> > > >
> > > > Monday at 1:00 PM (or perhaps 1:30 PM MT to give you time to clear any earlier engagements) would work great. Zoom would be great if you can set it up; otherwise, FaceTime should work fine.
> > > >
> > > > Best,
> > > >
> > > > Sam
> > > >
> > > > —
> > > > Sam Finn
> > > > lsfinn@icloud.com
> > > >
> > > > > On Apr 2, 2021, at 4:57 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > > > >
> > > > > Hello Dr. Finn,
> > > > >
> > > > > Thank you for reaching out. I had a great conversation with Terry this morning and was hoping we could connect.

He informed me about the small group of you, he, and a few others who take an education-based approach to these types of issues. Terry directed me to your Penn State page and your accolades and publications are astounding. I have a background in chemical engineering and for a brief time in college, considered pursuing higher education in astrophysics. I'm very eager for the opportunity to speak with you, both professionally and personally!

Would you be available Monday? I'm free any time after 1PM Mountain Time. Otherwise, I'm available any time after 1PM on Wednesday, and after 2PM Thursday. We can Zoom or FaceTime at whatever time is most convenient for you.

I'm looking forward to speaking with you! Have a nice weekend.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 11:13 AM Sam Finn <lsfinn@icloud.com> wrote:

> Dear Ms. Ernst,
>
> I just got off the phone with Terry Smith, who I understand you spoke with this AM. Terry thought that you might be interested in talking with me about the Santa Fe street light conversion project. I would certainly be grateful for the opportunity to talk with you to better understand the process (and, based on what Terry has told me is being said, perhaps correct some misconceptions about the interests of the people I know who are engaged in the issue); so, I'm reaching out to see if we can arrange a time to talk.
>
> I am sure you have your hands full right now with setting-up the public engagement process with all its related logistical challenges; however, if this is something you would like and can set-aside the time, please suggest a day/time when we might zoom (or webex: I can set that up one my end), or FaceTime, and I'll make it work on my end.
>
> Sincerely,
>
> Sam
> 814-883-5135 (m)
>
> —
> Sam Finn
> lsfinn@icloud.com

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--
Cheyenne Ernst

mobile: (913) 653-5239
email: cheyenne.ernst@dalkiasolutions.com

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OUTSIDE SANTA FE
PROJECT-RELATED CONSTITUENT EMAILS

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: LED street lighting color temp - add to list

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 10:33 AM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>
Cc: "WEBBER, ALAN M." <amwebber@santafenm.gov>, Jon Tucker <jtucker@tuckerime.com>

Good morning Mr. Tucker,

Thank you for your investment in the City of Santa Fe. I've added you to our list for correspondence regarding this project.

Best,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Thu, Apr 1, 2021 at 10:27 PM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

> Thank you Mr. Tucker for your engagement. We will add you to the list to stay informed.
>
> Best,
> Regina
>
> Regina Wheeler
> City of Santa Fe
> Public Works Director
> 505-955-6622 (o)
> 505-690-4197 (m)
> rawheeler@santafenm.gov
>
> ---
>
> **From:** WEBBER, ALAN M. <amwebber@santafenm.gov>
> **Sent:** Thursday, April 1, 2021 9:29 PM
> **To:** Jon Tucker <jtucker@tuckerime.com>
> **Cc:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Subject:** Re: LED street lighting color temp
>
> If you're interested in staying up to date on the project as it evolves, we can add your name to the email list.
>
> I'm copying our Public Works director so she can add you to the list.
>
> Take care, stay safe,
> Alan
>
> Alan Webber
> amwebber@santafenm.gov
>
> *"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."*
>
> *A. Lincoln*
>
> On Apr 1, 2021, at 9:23 PM, Jon Tucker <jtucker@tuckerime.com> wrote:
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Many thanks. LED lighting is certainly efficient.

Problem is the monochromatic emission is hard on the senses.

It is a substantial investment in lighting that has a very long expected lifespan.

Good to know that it is being thoughtfully considered.

Jon B. Tucker, M.D.

Chief Medical Officer/Interim CEO

MedicoLegal, Inc.

Mailing address:

1597 Washington Pike A38-157
Bridgeville, PA 15107

Phone: 412-276-6241

Cell: 412-310-6177

Fax: 412-265-6530

www.medicolegalgroup.com

jtucker@medicolegalgroup.com

Personal email: jbtuckermd@comcast.net

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> On Apr 1, 2021, at 11:06 PM, WEBBER, ALAN M. <amwebber@santafenm.gov> wrote:
>
> Dear Jon,
>
> Thanks for your email.
>
> Here's an update our City Manager recently provided to the City Council:
>
> Councilors,

The purpose of this email is to provide everyone with an update on the community-driven lighting design process. We are working from the program design that we all agreed to at the Governing Body meeting; it will continue to develop and we are doing our best to keep everyone informed as the project moves ahead. We are very serious about meeting with the community and designing and developing a project that can meet the multiple goals that have been expressed and are required by City Code: protecting and enhancing dark skies, preserving the character of Santa Fe, reduced energy use, meeting all regulations and requirements, and ensuring safety and security. Please feel free to share this with constituents or post on social media.

Here is an update on the progress we've made so far, with some next steps that will be rolling out in the next few days and weeks:

- The project website is being finalized. We are planning to launch the website in next 7 days.
- Four demonstration areas have been identified in different parts of the City. We plan to have these demonstration areas operational by mid-April.
- We have been meeting with the NMDOT weekly to understand their specifications, clarify the question of their legal ability to provide a waiver to the City concerning the performance of different lighting to meet road lighting standards.
- We will be creating a steering committee with representatives from Seniors, Youth, South Side, People with Disabilities, Businesses, Railyard, Environmental, Neighborhood on Southside, Neighborhood on Eastside, Neighborhoods along Cerrillos, Bicyclists, Dark Sky Advocates and other key constituencies that need to weigh in on the lighting design. This committee will meet several times, attend the demonstrations and make a recommendation to the Governing Body on the lighting design.
- We are developing questionnaires that will allow community members to submit their thoughts and express their priorities and preferences.
- We are gathering email addresses of people who want to be kept informed as the community-driven lighting design process proceeds.

Please let us know as you hear of additional concerns or questions and we'll do our best to get them addressed.

Thanks!
Jarel

I hope this gives you more information about our street lighting project. Please stay involved!

Alan

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Apr 1, 2021, at 7:43 PM, Jon Tucker <jtucker@tuckerime.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Esteemed Mayor and Council members:

I am a part time Santa Fe resident.

I understand that many concerned citizens are writing about the temperature of the proposed LED street lighting.

The reasons provided other than light pollution are speculative.

However there is a very important neglected consideration that speaks strongly in favor of keeping the LED lamps tuned to 3000k or lower.....people with color blindness.

I am color blind. LED lighting is monochromatic. Thus LED lighting that runs at higher color temperatures (into what is called daylight or blue range or 3500-5000K) as it is monochromatic washes out any reds and greens that color blind people can see at so called "warmer" color temperatures which are in the 2200-2700K range.

As about 1 in 25 people suffer from some form of color blindness and most traffic signage and signals are red, yellow, and green, monochromatic lighting in the blue range will increase these people's impairment for night driving and may create unintended but vicarious liability for the municipality.

I have tunable LED lighting in my home that can be set anywhere from 2700 to 5000K. After significant experience and experimentation I have set all of my lighting to a narrow band of 2700 to 3000K for the best color saturation and recognition in the green/red/yellow wavelengths.

Please factor the above into your decision

Kindly,

Jon B. Tucker, M.D.

Chief Medical Officer/Interim CEO

MedicoLegal, Inc.

Mailing address:

1597 Washington Pike A38-157

Bridgeville, PA 15107

Phone: 412-276-6241

Cell: 412-310-6177

Fax: 412-265-6530

www.medicolegalgroup.com

jtucker@medicolegalgroup.com

Personal email: jbtuckermd@comcast.net

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: Please postpone decision on high CCT street lighting - not City resident

WHEELER, REGINA A. <rawheeler@santafenm.gov> Wed, Mar 17, 2021 at 9:49 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Perfect!

We've gotten feedback from people who do not live here, but own a rental or second home here… People use their friends' addresses too, but oh well.

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Wednesday, March 17, 2021 10:43 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: FW: Please postpone decision on high CCT street lighting - not City resident

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sheesh, I guess we should... Working on a one-pager as we speak!

On the note of this person not being a Santa Fe resident, our web based feedback collection mechanism will require an address input, so we can easily sort resident and non-resident responses and report on them accordingly.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

Please update your records with our new email format.

On Wed, Mar 17, 2021 at 7:46 AM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

> Hello Cheyenne, forwarding this message we got a month ago. Guess we should include this person on our notification list.
>
> Regina Wheeler
> City of Santa Fe
> Public Works Director
> 505-955-6622 (o)
> 505-690-4197 (m)

rawheeler@santafenm.gov

From: WHEELER, REGINA A.
Sent: Friday, February 19, 2021 9:37 AM
To: HERNDON, DAVID A. <daherndon@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>
Subject: RE: Please postpone decision on high CCT street lighting - not City resident

Interesting! Does the Council seek comments from Californians? Is it sufficiently indicated that this is an out of state person? Is he a vendor of softlights?

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: HERNDON, DAVID A. <daherndon@santafenm.gov>
Sent: Friday, February 19, 2021 9:34 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>
Subject: RE: Please postpone decision on high CCT street lighting - not City resident

To your point, Regina, this activist is a Californian. He was quoted in the New Mexican: "Artificial light is a pollutant."

His Soft Lights Facebook group is two years old and has 99 members.

Jen Faubion replied that she would enter his comment in primegov.:

Dear Mr. Herndon and Jennifer Faubion, City of Santa Fe, New Mexico,

Please provide the following public comments to the City Manager and City Council for their review prior to the Wednesday, Feb. 24, 2021 public hearing and make these comments available to the public.

Dear Santa Fe Council,

Thank you for this opportunity to comment on the proposed switch to LED streetlights. While we commend the council for seeking to reach carbon neutrality, we are gravely concerned about the proposal to use 3000 Kelvin LED streetlights which are a known carcinogen.

Natural night is a fundamental resource that is critical to the proper functioning of nearly all biological systems, including humans. Artificial light is a pollutant that harms the natural night, which in turn leads to significant increases in risk of psychological disorders and cancer. Therefore, artificial light must be tightly restricted.

The press release from the City of Santa Fe regarding street lights does not mention health risks associated with artificial light, especially high color temperature 3000K LED light. According to the press release, the city merely asked residents whether they "preferred" 3000K versus 4000K. While asking residents about their preferences is reasonable, using only preferences without informing the public about the health risks associated with 3000K is unacceptable.

We want to assure the council that the city will not be liable for any health risks and will not be required to pay for any contract changes with the lighting vendor, so long as the city first receives guarantees in writing from the lighting vendor. All lighting vendors know or should know by now that artificial light is a health hazard. Therefore, the lighting vendor is required to disclose this information to the city. The city must request and receive the following from the lighting vendor before proceeding with installation.

1) Disclosure of all health effects of artificial light, including the relationships between spectral power distribution (color temperature), luminance (candela per square meter), luminous flux (lumens), time of use, and cumulative effects on human health and eyes.

2) The lighting vendor must submit to the city that the vendor assumes all liability for health risks associated with their product.

3) Specifically, the vendor must describe the health differences between no artificial light, 2000 Kelvin and 3000 Kelvin.

4) The vendor must put in writing that their products comply with the Americans with Disabilities Act which prohibits discrimination against those with light sensitivities, including those with autism, PTSD, migraine sufferers, lupus and highly sensitive persons.

We also question the need for any roadway lighting. By next year, all new vehicles will have Automated Emergency Braking systems, plus headlights. Adding extra light pollution from overhead street lights provides no benefit. In other words, to more quickly attain carbon neutrality, begin the process of eliminating street lights that light the roadway.

For research articles about the health dangers of artificial light, please refer to this link: http://www.softlights.org/resources/

Sincerely,

Mark Baker, B.S.E.E.

Soft Lights

mbaker@softlights.org

www.softlights.org

Facebook: Soft Lights

Twitter: @softlights_org

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Friday, February 19, 2021 9:21 AM
To: WEBBER, ALAN M. <amwebber@santafenm.gov>
Cc: HERNDON, DAVID A. <daherndon@santafenm.gov>
Subject: RE: Please postpone decision on high CCT street lighting - not City resident

Also note that Sam does not live in the City. Councilor Romero Wirth pointed out that many of the dark sky complaints are coming from people outside the City.

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Friday, February 19, 2021 9:15 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: HERNDON, DAVID A. <daherndon@santafenm.gov>
Subject: Re: Please postpone decision on high CCT street lighting

The notion of a "1-pager" may be too brief—but I think we can anticipate the questions that our Council members will now be asking—and the questions that I'll continue to get as folks send in their emails. Many appear to be pretty much the same, so we know there's a community of people who talk to and work with each other. If I can provide them with answers to FAQs, and we make the same available to the Council, we may be able to demonstrate both good will and good work.

Thanks.

Alan

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

> On Feb 19, 2021, at 9:12 AM, WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:
>
> Hello Mayor,
>
> Thank you for reaching out about this. I am not sure this issue can be simplified to a one pager, but we are working on a highly available and accessible tool for answering the questions.
>
> I have communicate with a number of dark sky advocates who are satisfied with this solution. We will not please everyone, but we will try. We are balancing competing responsibilities of safety and dark sky. Our dark sky will be improved by the project.
>
> Regina
>
> Regina Wheeler
>
> City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Friday, February 19, 2021 9:09 AM
To: HERNDON, DAVID A. <daherndon@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Fwd: Please postpone decision on high CCT street lighting

For the public and for the Council, we're going to need that 1-pager/FAQ response. I fully expect some members of the Council to become advocates for the "don't do this" position that folks like Mr. Finn (and perhaps The New Mexican, given their interest in the dark sky issue) will be championing.

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

Begin forwarded message:

From: Sam Finn <lsfinn@icloud.com>

Subject: Please postpone decision on high CCT street lighting

Date: February 18, 2021 at 8:37:49 PM MST

To: mayor@santafenm.gov, rdvillarreal@santafenm.gov, silindell@santafenm.gov, mjgarcia@santafenm.gov, cromero-wirth@santafenm.gov, cmrivera@santafenm.gov, rrabeyta@santafenm.gov, jcsanchez@santafenm.gov, jvcoppler@santafenm.gov

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

From: Sam Finn <lsfinn@icloud.com>

Subject: Please postpone decision on high CCT street lighting

Date: February 18, 2021 at 8:37:49 PM MST

To: mayor@santafenm.gov, rdvillarreal@santafenm.gov, silindell@santafenm.gov, mjgarcia@santafenm.gov, cromero-wirth@santafenm.gov, cmrivera@santafenm.gov, rrabeyta@santafenm.gov, jcsanchez@santafenm.gov, jvcoppler@santafenm.gov

Dear Santa Fe Mayor and City Councilors:

I am a three-year resident of Santa Fe, having moved here from the east coast, attracted by its quality of life, its respect for the environment, and its glorious dark skies. I am writing to you now to express my concern with one aspect of the City's plan to improve its street lighting, which you will be taking up this Wednesday.

My particular concern is with the choice of a high correlated color temperature (CCT) - 3000 K to 4000 K - for the street lighting. Such a choice is generally recognized by the medical community, lighting security experts, and the astronomical community for its documented negative effects on human health, highway safety, and night sky protection.

Such a choice is contrary to the recommendation of the American Medial Association, which has advised that outdoor night-time lighting **should not exceed** a CCT of 3000 K, and is *best kept below that level.*

Security consultancies advise keeping lighting CCT below 3000 K to preserve the ability of security cameras to accurately render color and avoid being blinded by the increased glare and scattering associated with higher CCT lighting.

Highway safety experts have long noted that high CCT lighting increases roadway glare, and that low (2200 K - 2700 K) lighting is preferred for its superior penetrating ability through dust and other particulates.

The professional astronomical community has documented the very damaging effects that high CCT lighting has on the night sky: effects that can be measured hundreds of miles from a city's center.

The recent New Mexican article, and my own reading of correspondence with the City's Director of Public Works addressing areas where I have professional expertise, strongly suggests that the City has not properly consulted current expert advice and best practice recommendations regarding the CCT of lighting for road and highway safety, public health safety, and its effects on the night sky. Certainly the choices that are being recommended for Santa Fe run counter to the choices made by other municipalities of similar size, geography, and demographics.

Correspondingly, I urge you to postpone any decision on this matter and take additional time to ensure that you have heard from subject experts, sample peer-city experiences, and properly address public concerns.

Sincerely,

Sam Finn

29 Quedo Rd

Santa Fe, 87508

—
Sam Finn
lsfinn@icloud.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Letter regarding the current consideration of LED Street Lighting in Santa Fe

Nisa Khan <nisa.khan@iem-led.com> Mon, May 3, 2021 at 8:18 AM
Reply-To: nisa.khan@iem-led.com
To: amwebber@santafenm.gov, rdvillarreal@santafenm.gov, silindell@santafenm.gov, mjgarcia@santafenm.gov, cromero-wirth@santafenm.gov, cmrivera@santafenm.gov, rrabeyta@santafenm.gov, jcsanchez@santafenm.gov, jvcoppler@santafenm.gov
Cc: rawheeler@santafenm.gov, tmgraham@santafenm.gov, SantaFeLED@dalkiasolutions.com, stbedesantafe@gmail.com, davidacarraia@gmail.com, info@railyardsantafe.com, lfoma@santafecountynm.gov, mcarey@wildearthguardians.org, peter.lipscomb@state.nm.us, scholar@sarsf.org, rdellenberg@gmail.com, sfemg1@gmail.com, President@audubonsantafe.org, swyland@sfnewmexican.com, sthomas@sfnewmexican.com, Nisa Khan <nisa.khan@iem-led.com>

Dear Mayor and Councilors of Santa Fe, New Mexico:

Please find a letter from me attached with this email. The letter is regarding the current consideration of adopting LED street lighting in Santa Fe.

If you have any questions or would like to get in touch with me to discuss what I have said in the letter, I would be happy to hear from you.

Sincerely,

Nisa Khan

M. Nisa Khan, Ph.D.

President

IEM LED Lighting Technologies

(A Scientific Research, Development, and Engineering Company)

331 Newman Springs Road, Suite 143

Red Bank, NJ 07701 USA

Phone: (732) 784-1812

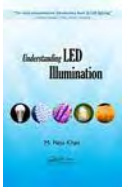
Fax: (732) 784-2850

Email: nisa.khan@IEM-LED.com Website: www.iem-led.com

- Book published by M. Nisa Khan: *Understanding LED Illumination*

(Taylor & Francis/CRC Press, 272 pp, August 20, 2013)

[First publication to scientifically explain why LEDs produce glare and how to achieve low-loss, glare-free, omnidirectional illumination from LED lamps.]



Letter-to-Santa-Fe-MNKhan.pdf
78K

Dr. M. Nisa Khan
IEM LED Lighting
331 Newman Springs Road,
STE 143
Red Bank, NJ 07701 USA
Phone: (732) 784-1812
Nisa.Khan@IEM-LED.com
www.iem-led.com

May 3, 2021

TO: Mayor Alan Webber and Councilors Renee Villarreal, Signe I. Lindell, Michael Garcia, Carol Romero-Wirth, Chris Rivera, Roman Abeyta, Jamie Cassutt-Sanchez, and JoAnne Vigil Coppler
Santa Fe, New Mexico

Dear Mayor and Council,

It has come to my attention that the city of Santa Fe is considering replacing the High-Pressure Sodium (HPS) street lighting with Light Emitting Diode (LED) luminaires. Many cities around the world that have undergone such lighting replacements have been criticized by both residents and expert medical authorities. Such criticisms are valid because LED lighting causes significant disability and discomfort glare and the color spectrum of such lighting contains an unhealthy amount of blue light intensity that disrupts our circadian rhythm, leading to sleep deprivation. These impairments are well published and if needed, I would be happy to provide you with scientific references. My own research and experiments further complete these studies by showing a direct link between the impairments and the actual amount of certain light power absorbed by the eye that causes specific types of harm. Such studies are imperative to link specific health degradation to well-quantified light doses and I recommend that they be carried out in a strictly valid manner.

I have been working in the laser, LED optical, and lighting fields for more than 35 years. I worked directly with three pioneers of LEDs and lasers from the most notable research and academic institutions. I am the author of the book, Understanding LED Illumination (CRC Press, 2013), which is currently found in the engineering research libraries of more than 250 universities including MIT, Stanford, UC Berkeley, ETH, NASA-JPL among others, and is considered a university level textbook. This textbook along with my four other peer-reviewed scientific journal papers establish the significant differences between incandescent, gas discharge (HPS is an example of a gas-discharge lamp) and LED lighting. I would like to take this opportunity to make the council aware that most LED lighting is NOT safe enough for street lighting.

LED lighting is inherently radically different from all lighting we have had in the past, including natural and artificial. The most notable natural lighting comes from the sun, which radiates uniform intensity in all directions in 3-dimensional space. This is the fundamental radiation behavior of a 'point source' and is taught in all basic university optics and electromagnetic courses otherwise known as 'Physics 101'. A regular candle radiates light in space in a largely similar manner and consequently the lighting science, since historical times, used the 'point light source' approximation as the basis for formulating all photometric and colorimetric parameters. The very definition of a 'point source' approximation is that this source radiates light uniformly in space, in both near and far distances. Because incandescent and most gas discharge lights cast light broadly in many directions with substantial uniformity, a point-source approximation is valid for these lighting sources. The most important aspect of this light casting behavior is that the fundamental parameter of lighting, known as light or luminous intensity measured in lumen/solid-angle, is uniform in all solid-angular directions that span 4π steradians in 3D space. (A solid angle is the 3D version of a regular angle that is only specified over 2D.) Consequently, another fundamental parameter related to luminous intensity known as luminance, measured in luminous intensity per square meter, is also uniform in all directions.

However, LEDs and lasers are inherently directional, and the optical sciences community is well aware of their very high directivities. Such high directivities invariably produce non-uniform luminous intensity and non-uniform luminance; or one can say that LEDs and lasers by nature produce non-uniform luminance on their flat surface and it is precisely why LEDs and lasers have strong directivity!

The luminance values of LED and laser have been routinely measured and simulated for decades in universities, research labs, and in certain industries that include displays and fiber optics. These measurements and rigorous simulations have shown 100% of the time that LEDs have non-uniform luminance, just like lasers do. Luminance data from various LEDs measured by Philips, GE, Osram, Cree and others already exist in archived data bases at libraries and these clearly show the non-uniform and extremely high peak luminance (exceeding 1 million nits) from LEDs used in today's lighting, including street lighting.

Humans are biologically adapted to lighting sources that have uniform luminance and luminous intensity and luminance values that do not exceed ~300 nits. These studies already exist in various IES recommended protocols. In contrast, an LED light is highly directional by nature and produces a non-uniform luminance with a very intense luminance value at the center of the flat LED plane. Humans are not biologically adapted to this type of light and the light composed of peak luminance on the order of 1000, 10,000, and 1,000,000 nits can cause migraine headaches, psychological trauma and eye damage.

Many cities strive to comply with standards such as the Illuminating Engineering Society RP-8-18 Roadway Lighting Standard. However, these standards are not applicable to LED lighting because LEDs have non-uniform luminance. I assert that any city that installs LED streetlighting is automatically not in compliance with IES RP-8-18 because no valid standards have been set for non-uniform luminance LED roadway lighting.

My true advice would be to eliminate the use of LEDs as an illumination source completely because high luminance LEDs are simply not compatible with existing standards and not compatible with human health. However, in the case that the city of Santa Fe insists on switching to LED, then I recommend the following.

1) Minimize the total amount of artificial light. Do not automatically replace existing streetlights one-for-one, but rather consider the ambient conditions and decide if each streetlight is truly needed.
2) If an LED streetlight is selected, ensure that some equivalent of the Correlated Color Temperature does not exceed 2200 Kelvin and that the LED is diffused with a proper shield to prevent light trespass. Set a maximum peak luminance of 300 nits per streetlight and make sure this is measured properly with a meaningful detector resolution. It is critical that the contrast between the dark night and the light source be kept extremely low and this criterion should determine the maximum peak luminance.
3) Many individuals who are light sensitive have contacted me for help. So, I urge the city to prioritize the needs of those who have epilepsy, suffer from migraines, have autism, or have Sensory Processing Sensitivity.

Thank you for considering my recommendations. If I can be of any assistance in performing real-time demonstrations of what I have asserted here, I would be happy to arrange such a meeting.

Sincerely,

M. Nisa Khan, Ph.D. in Electrical Engineering
President, IEM LED Lighting Technologies

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: LED street lighting color temp

Jon Tucker <jtucker@tuckerime.com> Fri, Apr 2, 2021 at 11:17 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Thanks, looks like you're covering all the bases. Thanks for your reply. I trust that the LED lighting finally chose will work for the city many years to come!

Jon B. Tucker, M.D.

Chief Medical Officer/Interim CEO

MedicoLegal, Inc.

Mailing address:

1597 Washington Pike

Ste A38-157

Bridgeville, PA. 15017

Phone: 412-276-6241

Cell: 412-310-6177

Fax: 412-265-6530

www.medicolegalgroup.com

jtucker@medicolegalgroup.com

http://www.medicolegalgroup.com

Personal email: jbtuckermd@comcast.net

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---

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Date: Friday, April 2, 2021 at 2:16 PM
To: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>
Cc: Jon Tucker <jtucker@tuckerime.com>
Subject: Re: LED street lighting color temp

Hello Mr. Tucker,

Thank you for your commitment to ensuring the LED conversion project is designed to be best suited for all residents. I believe I have you on our contact list from your correspondence with Director of Public Works, Regina Wheeler. We are presenting our various design options and components to the Mayor's Committee on Disability in April so we can collect their feedback. It's very important to the City, Dalkia, and PNM that the final lighting design accounts for the perspective of those affected by disabilities.

I look forward to continuing to engage with you about this project.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:27 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Forgot to include Cheyenne on the last email. Correcting that here.
>
> Thank you,
>
> Jamie
>
> Jamie Cassutt-Sanchez
>
> Santa Fe City Councilor District 4
>
> 505.955.6817 office
>
> 505.629.9820 cell
>
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Sent:** Friday, April 2, 2021 9:26:37 AM
> **To:** Jon Tucker <jtucker@tuckerime.com>
> **Subject:** Re: LED street lighting color temp
>
> Dear Mr. Tucker,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> Thank you again,
>
> Jamie
>
> Jamie Cassutt-Sanchez
>
> Santa Fe City Councilor District 4
>
> 505.955.6817 office
>
> 505.629.9820 cell
>
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Jon Tucker <jtucker@tuckerime.com>
> **Sent:** Thursday, April 1, 2021 7:43:41 PM
> **To:** Mayors Office <mayor@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** LED street lighting color temp
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Esteemed Mayor and Council members:
>
> I am a part time Santa Fe resident.
>
> I understand that many concerned citizens are writing about the temperature of the proposed LED street lighting.

The reasons provided other than light pollution are speculative.

However there is a very important neglected consideration that speaks strongly in favor of keeping the LED lamps tuned to 3000k or lower.....people with color blindness.

I am color blind. LED lighting is monochromatic. Thus LED lighting that runs at higher color temperatures (into what is called daylight or blue range or 3500-5000K) as it is monochromatic washes out any reds and greens that color blind people can see at so called “warmer” color temperatures which are in the 2200-2700K range.

As about 1 in 25 people suffer from some form of color blindness and most traffic signage and signals are red, yellow, and green, monochromatic lighting in the blue range will increase these people’s impairment for night driving and may create unintended but vicarious liability for the municipality.

I have tunable LED lighting in my home that can be set anywhere from 2700 to 5000K. After significant experience and experimentation I have set all of my lighting to a narrow band of 2700 to 3000K for the best color saturation and recognition in the green/red/yellow wavelengths.

Please factor the above into your decision

Kindly,

Jon B. Tucker, M.D.

Chief Medical Officer/Interim CEO

MedicoLegal, Inc.

Mailing address:

1597 Washington Pike A38-157

Bridgeville, PA 15107

Phone: 412-276-6241

Cell: 412-310-6177

Fax: 412-265-6530

www.medicolegalgroup.com

jtucker@medicolegalgroup.com

Personal email: jbtuckermd@comcast.net

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NO ADDRESS PROVIDED
RESPONDENT EMAILS

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Comments of Santa Fe's upcoming street light upgrade

Abigail Olson <abigolson@gmail.com> Sat, May 22, 2021 at 8:26 AM
To: SantaFeLED@dalkiasolutions.com

-- Request Santa Fe City Council consult with the International Dark Sky Association to prepare a lighting plan that serves human and wildlife needs and the historic nature of our ancient city to provide light only where needed — using lowest lumens and bulbs rated 2700 Kelvin or lower.
-- Lights must have "cutoffs" and be shielded to avoid light pollution, glare or spillover.
-- Lights that are too blue ("daylight") can cause human and animal health problems and negatively impact wildlife migration, habitat and survival. We all need hours of darkness!

I care deeply about this.
An upgrade is needed and welcome.
Right now I have four street lights from varying distance that shine in my bedroom.
There are also too bright street lights that disturb the nighttime darkness in my backyard.

We love and need and thrive on dark skies at night.

We do not want or need lights that are too bright, not properly shielded, or too blue.

Please take the time and talk to the right people so that this important project is done right.

Thank you

The Olsons

Sent from my iPad

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

(no subject)

rgrsummer@gmail.com <rgrsummer@gmail.com> Thu, May 6, 2021 at 1:22 PM
To: santafeled@dalkiasolutions.com

We are concerned about the loss of ability to view the night sky in Santa Fe. We do not feel that bright night lighting is safer for driving or to prevent crime. Also, too much light at night interferes with bird migration. Millions of birds are killed annually after becoming disoriented causing collisions with buildings.

People come from all over the world to New Mexico because of its beauty, wide open spaces, and amazing starlit nights. It would be a shame to spoil what we have. It would also decrease tourism income.

Where we live now, we can see Los Alamos and its bright lights at night. Wish that could change as well.

Rhonda and David Summerlin

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Correlated Color Temperature (CCT)

Bryan Bird <brybird@gmail.com> Thu, Apr 22, 2021 at 8:57 AM
To: SantaFeLED@dalkiasolutions.com

Dear SF LED Committee,

I appreciate the City's commitment to street lighting design and aesthetic and safety. However, I am very concerned about the impacts of the city's light retrofit on our health and wellness, night skies and wildlife.

I would like you to please consider seriously installing LED bulbs in a lower Correlated Color Temperature (CCT), ideally below 3,000.

Thank you,

Bryan Bird
(505) 501-4488

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Kelvin concern

mike krupnick <mike@krupnickstudio.com> Fri, Apr 30, 2021 at 4:39 AM
To: "SantaFeLED@dalkiasolutions.com" <SantaFeLED@dalkiasolutions.com>

I am an architect
I support LED street lighting, for reliability and energy saving
I opposed high kelvin lighting.

I am not 100% positive on what the proper kelvin is for street lighting, but I do know, in my projects, anything over 2700k is typically an unpleasant color for outdoor lighting.

Please be mindful of our city and our night sky.

Mike Krupnick
505-918-5427

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Less is More!

Brooks White <broox57@gmail.com> Wed, Apr 21, 2021 at 5:36 PM
To: SantaFeLED@dalkiasolutions.com

I love the LED changeover idea. Let's keep the new lights dimmer and warmer than current regulations, for the sake of our night sky and wildlife.

We don't need to be lit like a border control checkpoint!

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: LED streetlights

Ollie Eisman <ollie@ollietech.com> Thu, Apr 22, 2021 at 9:39 AM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "WEBBER, ALAN M." <amwebber@santafenm.gov>, "cheyenne.ernst@dalkiasolutions.com" <cheyenne.ernst@dalkiasolutions.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>
Cc: "HERNDON, DAVID A." <daherndon@santafenm.gov>, "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>, "GARCIA, MICHAEL J." <mjgarcia@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>

Ms. Wheeler,

I have been unable to find any sort of "paper trail" on City of Santa Fe web sites that:

1) shows ***when*** the LED street light project specifications were drafted

and

2) shows ***who*** drafted these specifications

Will the documents you provide have this information attached?

Again, what is the ETA for the release of these documents? Can we expect to see them by tomorrow?

Thank you,
Ollie Eisman

On 2021-04-22 08:56, WHEELER, REGINA A. wrote:

> Hello Mr. Wiseman,
>
> The package is getting very close to ready to release to you and post on the website. We're being very careful to be thorough and correct in the information we're providing. The team has done great work over the last 2 months evaluating additional fixtures that meet out goal of being a dark sky community while meeting regulations and project specs.
>
> Coming soon!
> Regina
>
> Regina Wheeler
> City of Santa Fe
> Public Works Director
> 505-955-6622 (o)
> 505-690-4197 (m)
> rawheeler@santafenm.gov
>
> ---
>
> **From:** Ollie Eisman <ollie@ollietech.com>
> **Sent:** Thursday, April 22, 2021 7:28 AM
> **To:** WHEELER, REGINA A.; WEBBER, ALAN M.; cheyenne.ernst@dalkiasolutions.com; Aranda, Jamie
> **Cc:** HERNDON, DAVID A.; LAPAN HILL, JAREL; GARCIA, MICHAEL J.; LINDELL, SIGNE I.; ROMERO-WIRTH , CAROL; CASSUTT-SANCHEZ, JAMIE A.; COPPLER, JOANNE V.; ABEYTA, ROMAN R.; RIVERA, CHRISTOPHER M.; VILLARREAL, RENEE D.
> **Subject:** Re: LED streetlights
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Ms. Wheeler,
>
> Tomorrow will mark one week since your offer to share details of the LED street light specifications. Are these documents ready?
>
> Given the aggressive schedule for selecting LED street lights, even a one week delay is a significant amount of time.
>
> Please let us know when we can expect to see detailed specifications for the project.
>
> Thank you,
> Ollie Eisman
>
> On 2021-04-16 12:57, WHEELER, REGINA A. wrote:
>
> > Hello Mr. Eisman,
> >
> > We are gathering some specs to send to you.
> >
> > Best,
> > Regina
> >
> > Regina Wheeler
> > City of Santa Fe
> > Public Works Director
> > 505-955-6622 (o)
> > 505-690-4197 (m)
> > rawheeler@santafenm.gov

From: Ollie Eisman <ollie@ollietech.com>
Sent: Friday, April 16, 2021 8:12 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>; cheyenne.ernst@dalkiasolutions.com
Cc: HERNDON, DAVID A. <daherndon@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>
Subject: Re: LED streetlights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Wheeler,

Thank you for that list but I was hoping for more detailed project specifications.

It appears you have carefully analyzed LED lighting options based on some well-defined requirements. I think we'd all like to have detailed project requirements/specifications and related analyses as a reference while we are in this critical decision making phase - not after the fact. That would be extremely helpful and eliminate a lot of confusion. Perhaps you can direct me to these documents, RFPs, etc. Are they online? Given how much money is allocated for this project and how it impacts almost everyone in Santa Fe, I would assume these documents are part of the public record.

Ollie Eisman

On 2021-04-15 18:14, WHEELER, REGINA A. wrote:

> Hello Mr. Eisman,
>
> Luminaires for the project need to meet the following specs: reliability and warranty; energy savings; ft candles on the ground; shielding - all in one fixture.
>
> Yes, we will share notes from steering committee meetings with names of members redacted. Notes from the meeting will be posted next week. It is an honor to have the contributions of this thoughtful group of community leaders that represent a range of perspectives of Santa Feans. That said, we honor all feedback received and will compile and incorporate into the design.
>
> Thank you,
>
> Regina
>
> Regina Wheeler
>
> City of Santa Fe
>
> Public Works Director
>
> 505-955-6622 (o)
>
> 505-690-4197 (m)
>
> rawheeler@santafenm.gov

From: Ollie Eisman <ollie@ollietech.com>
Sent: Thursday, April 15, 2021 4:17 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>; cheyenne.ernst@dalkiasolutions.com
Cc: HERNDON, DAVID A. <daherndon@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: Re: LED streetlights

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Ms. Wheeeler,

Thank you for your prompt reply and I look forward to viewing the fixture specifications on Dalkia's website. I appreciate you taking the time to do that.

May I ask what project needs precluded the use of 2200K fixtures? Are these project needs available to view online as well?

As for the community leaders chosen to participate in this project: Will any minutes or other documents be made available about their priorities, recommendations, and/or findings? If confidentiality is a concern, perhaps their names can be struck from the records. I would like to see what decisions this group generates given the important role they have in this process.

Thanks again,

Ollie

On 2021-04-15 16:49, WHEELER, REGINA A. wrote:

Hello Mr. Eisman and Mayor Webber,

We can provide you with the specifications that are being included for consideration in our Community Guided Lighting Design, and we will put them on the website. These fixtures have been vetted to meet all requirements of the project including community goals and regulations. All fixtures far exceed all dark sky regulations with full cutoff shielding and other state of the art features that protect wildlife, health, safety and reliability.

Note that while Mr. Ruskin has that initial statement, he goes on to explain that there are five factors that need to be incorporated into safe, reliable, compliant and dark sky protective lighting design. He lists a number of dark sky designated communities that use only lights above 2200 kelvin, with most communities using 3000 kelvin. We have met with the IDA and they will continue to be involved in our lighting design so that we can achieve Dark Sky Community Designation.

The team has evaluated many fixtures and has not identified at 2200 kelvin light that meets all project needs. There will be 2700, 3000 and 4000 kelvin temperature lights in the demonstrations. If a 2200 kelvin light is found that meets project needs, it could be added to the demonstrations.

In order to ensure that the City's street light design meets the City Code requirement to balance the community needs to save energy, provide safety and security, protect dark skies and preserve the character of Santa Fe, the City has asked a number of community leaders from different neighborhoods, business, advocacy groups and perspectives to be deeply engaged in the process. Their first meeting was Tuesday and they identified priorities from their perspective of project. I am confident that with their involvement and the diligence on the part of the project team to meet all regulations, project goals and community desires, we will bring forward a lighting design that serves Santa Fe well.

We will be sharing all feedback with the Governing Body and we will compile that feedback to guide the design and provide that information when the community guided lighting design is brought forward.

Please let me know if you have additional questions.

Best,

Reginia

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: Ollie Eisman <ollie@ollietech.com>
Sent: Thursday, April 15, 2021 3:26 PM
To: WEBBER, ALAN M. <amwebber@santafenm.gov>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>; HERNDON, DAVID A. <daherndon@santafenm.gov>; LAPAN HILL, JAREL <jlapanhill@santafenm.gov>
Subject: Re: LED streetlights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Weber,

Thank you for taking the time to reply to my email.

I am encouraged by the City's goal to obtain certification as an International Dark Sky Community. That is indeed good news! As such, I think we should listen to the advice of the IDA's Executive Director, Ruskin Hartley, who wrote to you and the City Council on April 12, 2021. In that letter, Mr. Ruskin said:

> "[...] we recommend that most light installations use lamps rated at 2200K CCT or lower, PC-Amber, or filtered LEDs. This includes road and area lighting. There is overwhelming evidence that these colors have less impact on the environment. Fixtures are now available with good all-around performance that meet this recommendation."

Can anyone at the City, PNM, or Dalkia provide specifications for the LED fixtures they plan to install at the demonstration sites in Santa Fe? Do these sample LEDs lights meet the above recommendation? Will any light fixtures with CCT at 2200K or lower be on display at the demonstration locations in Santa Fe? If not, why?

Also, you mentioned that we have "an informed and engaged citizen advisory group." May I ask how this group of individuals was chosen?

Finally, is there any public document that shows the process of selecting the final LED streetlight design? How do community inputs factor into this process?

Thank you for your efforts to protect Santa Fe's dark skies.

Ollie Eisman

On 2021-04-15 13:17, WEBBER, ALAN M. wrote:

> Hi Ollie,
>
> Thanks for the email—good questions and input.
>
> There's nothing about the vote last night that designates a lighting solution, period. It just commits the City and PNM to work together to replace street lights—and PNM publicly stated that they wanted to be part of the community-engagement process and follow that path forward. So it's actually a very good outcome. Under Regina Wheeler's leadership, we've also gotten DOT to consider solutions that they've never imagined in the past. This is truly a pathbreaking project.
>
> For some reason, while I thought the tremendous effort being made by Regina and her team at Public Works should have earned great praise and commendation, instead there were some expressions that sounded more negative—I honestly don't know why.
>
> We're working to get an International Dark Sky City designation—good news! We'll have 5 sites where folks can go themselves and check out lighting options—good news! We've got an informed and engaged citizen advisory group—good news! We have PNM onboard as a partner, committed to working with the design that is recommended for the other street lights—good news! There is nothing in any agreement that even mentions 4000k—more good news!
>
> I think we're all in vigorous agreement about the opportunity this project presents to make Santa Fe a case study in how to do it right.
>
> That's the real good news.
>
> Take care, stay safe,
>
> Alan
>
> Alan Webber
>
> amwebber@santafenm.gov
>
> "There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."
>
> A. Lincoln

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Feedback on Santa Fe LED Conversion Project, for Mayor and City Councilors

beidlemanc@aol.com <beidlemanc@aol.com> Sun, Apr 25, 2021 at 11:25 AM
Reply-To: beidlemanc@aol.com
To: mayor@santafenm.gov
Cc: jvcoppler@santafenm.gov, rrabeyta@santafenm.gov, romero-wirth@santafenm.gov, silindell@santafenm.gov, jcsanchez@santafenm.gov, mjgarcia@santafenm.gov, cmrivera@santafenm.gov, rdvillarreal@santafenm.gov, cheyenne.ernst@dalkiasolutions.com

Dear Mayor, City Councilors, and Dalkia Energy Solutions:

I will put my comments in the santafe.dalkiasolutions.com, but wanted the Mayor and City Counselors to see them here.

I am grateful to the City of Santa Fe for organizing an opportunity to see the various lighting options in the demos around town, as part of the Santa Fe LED Conversion Project. I am a dark sky advocate for the sake of sky viewing, but I am also an ornithologist so understand light impacts on bird migration. Given how progressive Santa Fe is on almost everything (which is why I love living here), I think our capital city is way behind other cities in not advocating enough for dark skies through "lights out" policies during migration periods and in minimizing lighting impacts on our beautiful night skies year-round.

To participate in the LED Conversion Project opportunity, I went last Friday night to all the sites, but my experience was completely different from my expectations. I had anticipated that the most efficient and effective way to compare and assess the various lighting options was to have them **all available and identified at one site** for easy comparison. While I appreciated the on-site assistants at two sites, it was exceedingly difficult to discern, and even more so later to recall, the differences between the options since they all weren't visible at each site. I had assumed the four sites were selected for easy and equitable access for community members to provide feedback, but because each one had different options it did not meet that objective anyway.

In the end, it was just confusing and pretty much impossible to make a "best" selection, and it was definitely challenging to safely navigate the streets near/at the demo sites by car and on foot. All I could determine was that some options were more glaring, it was impossible to discern the difference between 2700K and 3000K. And, most importantly, ALL were brighter than I would prefer (I prefer at or below high pressure sodium). Always shielded, of course. And please remember that what Santa Fe does within the city boundaries also effects Santa Fe residents outside the city boundaries.

So, I am suggesting you redo this demo effort, find a place where people can drive to, park at, then walk a short distance to see ALL the options under consideration in one location, with each light pole marked WITH WHAT THAT LUMEN/COLOR IS. Please do not make it a blind choice; that is unworkable.

Thank you for both this opportunity, and for listening.

Carol Beidleman

Santa Fe

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

LED lighting in Santa Fe

Houser, Stephen <Stephen.Houser@sjc.edu> Fri, May 7, 2021 at 12:56 PM
To: "SantaFeLED@dalkiasolutions.com" <SantaFeLED@dalkiasolutions.com>

Dear Santa Fe LED- I think people should seriously consider the adverse health effects of LED lights- like specifically on ones eyes. LED lights are known to cause retinal damage, and cataracts with repeated exposures to them. How much exposure it takes I do not know- but I think the city should consider what these cheap lights do to human health instead of always opting for what saves money. Let us try to save health for a change.

Walking into stores with these lights is hard enough- causing migraines and general stress to ones well being- one's eye health. Santa Fe should definitely consider using a lower kelvin rating which would mean using a warmer light- with more yellow if LEDs have to be used.

Thank you for your consideration-

Michele Binder

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Light Conversion

'Miss Lauren E. Toho Haupt' via Santa Fe LED - DES <SantaFeLED@dalkiasolutions.com> Fri, May 21, 2021 at 8:29 PM
Reply-To: "Miss Lauren E. Toho Haupt" <Lauren.haupt@yahoo.com>
To: SantaFeLED@dalkiasolutions.com

I urge that the Santa Fe City Council consult with the International Dark Sky Association to prepare a lighting plan that serves human and wildlife needs and the historic nature of our ancient city light only where needed — using lowest lumens and bulbs rated 2700 Kelvin or lower.

-- Lights must have "cutoffs" and be shielded to avoid light pollution, glare or spillover.

-- Lights that are too blue ("daylight") can cause human and animal health problems and negatively impact wildlife migration, habitat and survival. We all need hours of darkness!

Thank you for your consideration! This means a great deal to me as an indigenous resident of Née Mexico. It is one of the great gifts of living in our beautiful state!

Kindly,
Lauren Elisabeth Haupt

~"A smile can change a person's life"

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Lighting

'Drundstrom@aol.com' via Santa Fe LED - DES <SantaFeLED@dalkiasolutions.com>
Reply-To: "Drundstrom@aol.com" <drundstrom@aol.com>
To: "SantaFeLED@dalkiasolutions.com" <SantaFeLED@dalkiasolutions.com>

Wed, May 19, 2021 at 2:58 PM

Thank you for this input opportunity.

I surveyed the lighting demonstration areas:

The lower kelvin lighting seemed more than adequate to me.

The major streets had lights from many businesses which lit up the streets even at a lower kelvin.

Residential areas were fine with lower kelvin and wattage. Warmer colors preferred.

I assume that the lights are programmable, and adjustments can be made for changing sunset and sunrise times.

Thanks for allowing Santa Fe to do its part in energy savings and being part of the Dark Sky movement.

Sue

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Old LED lights at intersections and few other locations

WHEELER, REGINA A. <rawheeler@santafenm.gov> Wed, Apr 14, 2021 at 9:29 AM
To: "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, "WEBBER, ALAN M." <amwebber@santafenm.gov>, "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>

Hello Councilor Abeyta,

Lights on many of our signal intersections were retrofitted with 5000 kelvin lights over the years as an attempt by our crews to improve lighting and reliability at intersections. There are about 100 LED lights around the city that have been installed over the years. The new lights will be lower kelvin and better shielded. Those existing 5000 kelvin lights would be replaced as part of the new project according to the community guided design.E

Please let me know if you have more questions about this.

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: LERMA, JOSE N. <jnlerma@santafenm.gov>
Sent: Tuesday, April 13, 2021 7:53 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; ROSADO, JAVIER H. <jhrosado@santafenm.gov>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: RE: LED sample installation- question on specs for luminaire

Good Morning,

After digging up some info on the M:Drive -

The kelvins for the LED luminaire at Camino Carlos Rey/Rodeo are 5K.

The specs attached (LRL-SHOPDRAWING-SAT-SERIES) are what have been installed on most traffic signals and also Agua Fria Road from about Osage/Frenchy's to west of Siler and also Zia Road east of St. Francis Drive.

The specs attached (LRL NXT-M Spec Sheet) are installed on Rufina Street from Richards Ave to about Jemez Rd, and they are also 5K in color temperature.

José N Lerma III

Traffic Operations

(505) 955-2341

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Monday, April 12, 2021 7:02 AM
To: ROSADO, JAVIER H. <jhrosado@santafenm.gov>; LERMA, JOSE N. <jnlerma@santafenm.gov>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: Fwd: LED sample installation- question on specs for luminaire

Hello Jose,

Might you have the specs for the LED luminaire at the corner of Camino Carlos Rey and Rodeo Road?

Actually, it would be great for Cheyenne and I to have the specs on all LED lights installed in the City. Maybe just a few models?

Thank you,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Sent: Saturday, April 10, 2021 11:03:13 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: Re: LED sample installation

If you can check the kelvins that would be great! It definitely overly bright when it popped on and I better understood the concern of lights potentially making the city feel a bit cold and institutional. So I think it would be great to get some information on the specs of that one.

That said, I live right off that street and have driven the intersection many times and have never noticed it before so I'm sure I'm a bit aware of streetlights these days given the current conversation around them.

Thank you so much!

Jamie

Jamie Cassutt-Sanchez

Santa Fe City Councilor District 4

505.955.6817 office

505.629.9820 cell

jcsanchez@santafenm.gov

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Saturday, April 10, 2021 10:46:09 PM
To: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: RE: LED sample installation

Hello Councilor,

None of our demonstration lights have been installed. There are a number of LED street lights around town, installed as replacements or as part of new developments. I can check and see if we know what kelvin that light is. Did you have a comment about it?

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Sent: Saturday, April 10, 2021 7:59 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: LED sample installation

Hi Regina and Cheyenne,

Was one of the sample LED lights installed at Rodeo and Camino Carlos Rey? If so, what are the kelvins for that one?

Thank you,

Jamie

Jamie Cassutt-Sanchez

Santa Fe City Councilor District 4

505.955.6817 office

505.629.9820 cell

jcsanchez@santafenm.gov

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: 2,700 - 4000 K LED Streetlights Impact Wildlife

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 2:28 PM
To: David Tiemeyer <dtiemeyer@aol.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Mr. Tiemeyer,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 9:13 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. Tiemeyer,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** David Tiemeyer <dtiemeyer@aol.com>
> **Sent:** Wednesday, March 31, 2021 11:00:31 AM
> **To:** Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; romero-wirth@santafenm.gov <romero-wirth@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
> **Subject:** 2,700 - 4000 K LED Streetlights Impact Wildlife
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Mayor and Councilors:
>
> Please consider the impacts of high temperature LEDs (> 2,700 K) on wildlife when contracting for replacement of Santa Fe's streetlighting.
>
> Lights of any kind disrupt the day-night rhythm that animals, including humans, have evolved with. But, birds and insects, in particular, "see" well into the ultraviolet spectrum. Having these extraneous sources of light penetrate the night sky disrupts bird migration, which occurs mainly at night. "Lights Out, Austin" is a good example of a city which has instituted a progressive program to address this issue. Santa Fe could likewise be known for it's progressive wildlife friendly stance.
>
> Beyond the impacts on wildlife, imagine for a moment Santa Fe's historic architecture, with its warm adobe ambience, now bathed in the glare of 4000 K LEDs. Public safety concerns alone would have you replace the warm glow of farolitos along Canyon Road at Christmas with brilliant blue-white beacons. Do you really want to field the phone calls that would come in from that debacle?
>
> Please, please, heed the advice of scientists who study wildlife behavior to only use downward shielded low temperature LEDs for street lighting.
>
> Respectfully,

David Tiemeyer
Santa Fe

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: 3/31 Council consent agenda item#10g-street lighting replacement approval

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 2:21 PM
To: charles louis <cmlouisusa@yahoo.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Mr. Louis,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 9:09 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. Louis,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized and this will occur after public engagement has occurred.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** charles louis <cmlouisusa@yahoo.com>
> **Sent:** Wednesday, March 31, 2021 11:48 AM
> **To:** Mayors Office
> **Cc:** GARCIA, MICHAEL J.; RIVERA, CHRISTOPHER M.; CASSUTT-SANCHEZ, JAMIE A.; LINDELL, SIGNE I.; romero-wirth@santafenm.gov; ABEYTA, ROMAN R.; COPPLER, JOANNE V.
> **Subject:** 3/31 Council consent agenda item#10g-street lighting replacement approval
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> To Mayor Webber and City Council members-
> It has been brought to my attention that at this evening's meeting the Council will be asked to approve a plan to convert 2,000 of Santa Fe's streetlights to 3000 k and 4000 k, totally disregarding the Governing Body's concerns that led them to delay the original plan, and completely bypassing the measures that were recommended at the council meeting of February 24th. There have been no public hearings or demonstrations that were proposed at that time.
> I would urge you to remove this item from the agenda at this time and allow the nesscessary public and expert guidance that this issue requires-providing for public safety and dark sky preservation can be achieved if the proper technology is utilized correctly, The decision you make on this issue will not only affect the City of Santa Fe, but all surrounding communities for a very long time-please take this into consideration before you take a vote on this plan.
>
> Thank You, Charles Louis

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: 3/31 Council consent agenda item#10g-street lighting replacement approval

Charles Louis <cmlouisusa@yahoo.com> Tue, Apr 13, 2021 at 11:36 AM
To: "GARCIA, MICHAEL J." <mjgarcia@santafenm.gov>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Dear Cheyenne & Michael,
Thanks very much for sending me the link
to the light replacement website and
other info-very encouraged to see that Santa Fe may be taking real steps toward International Dark Skies
designation, that would be a tremendous achievement,
Thanks again,
Charles Louis

Sent from my iPhone

On Apr 12, 2021, at 8:30 PM, GARCIA, MICHAEL J. <mjgarcia@santafenm.gov> wrote:

Charles,

I want to share with you the web link for the street light conversion project which is now live. You can find the link here: https://santafe.dalkiasolutions.com/. The webpage provides an opportunity to offer your input on the upcoming street light conversion. In addition, you can also find important information such as the upcoming demonstrations that will provide examples of the proposed lighting. Please do not hesitate to reach out should you have any questions.

Be well,

Mike

Michael J. Garcia

City Councilor, District 2

Email: mjgarcia@santafenm.gov

Office: (505)955-6816

Cell: (505)469-7488

<image002.png>

From: GARCIA, MICHAEL J.
Sent: Thursday, April 1, 2021 4:00 PM
To: charles louis <cmlouisusa@yahoo.com>
Subject: RE: 3/31 Council consent agenda item#10g-street lighting replacement approval

Greetings Charles,

Thank you for taking the time to reach out to share your concerns with me, I really appreciate it. The item to approve the contract to replace PNM street lighting was postponed. I have been strongly advocating that we do not utilize street lighting that is 3000K or higher, and preferably 2700K or lower on main roads. I am also in favor of having lighting at 2000k in neighborhoods. I am also in support of using full cut off fixtures that will help to protect our dark night skies. Please do not hesitate to reach out to me should you have any additional concerns or if I can be of any assistance.

Be well,

Mike

Michael J. Garcia

City Councilor, District 2

Email: mjgarcia@santafenm.gov

Office: (505)955-6816

Cell: (505)469-7488

<image004.png>

From: charles louis <cmlouisusa@yahoo.com>
Sent: Wednesday, March 31, 2021 11:48 AM
To: Mayors Office <mayor@santafenm.gov>
Cc: GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; romero-wirth@santafenm.gov; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>;

COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
Subject: 3/31 Council consent agenda item#10g-street lighting replacement approval

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Mayor Webber and City Council members-

It has been brought to my attention that at this evening's meeting the Council will be asked to approve a plan to convert 2,000 of Santa Fe's streetlights to 3000 k and 4000 k, totally disregarding the Governing Body's concerns that led them to delay the original plan, and completely bypassing the measures that were recommended at the council meeting of February 24th. There have been no public hearings or demonstrations that were proposed at that time.

I would urge you to remove this item from the agenda at this time and allow the nesscessary public and expert guidance that this issue requires-providing for public safety and dark sky preservation can be achieved if the proper technology is utilized correctly, The decision you make on this issue will not only affect the City of Santa Fe, but all surrounding communities for a very long time-please take this into consideration before you take a vote on this plan.

Thank You, Charles Louis

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Agenda items: please table 10g and do not endorse 11a

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 2:35 PM
To: Benji Bonnet <benjibonnet16@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Mr. Bonnet,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

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I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 9:27 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. Bonnet,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
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> Thank you again,
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>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Benji Bonnet <benjibonnet16@gmail.com>
> **Sent:** Tuesday, March 30, 2021 11:56:31 PM
> **To:** Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
> **Subject:** Agenda items: please table 10g and do not endorse 11a
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Mayor and Councilors,
>
> I write to you as a resident of Santa Fe regarding two agenda items in tomorrow's 3/31 meeting.
>
> Please table agenda item 10g allowing PNM to install 3000-4000 K LED streetlights until the promised public engagement and modeling of the LED lighting is complete and presentations have been provided by experts in the field.
>
> A Kelvin rating of 3000-4000 K gives a cold bluish light that disrupts circadian rhythms in humans and wildlife, impacting important bat populations, bird migrations, and pollinators. It can also cause disability glare and discomfort glare, which can lead to traffic incidents.
>
> I support "full cut off" fixtures, which shine the light only where it is needed on the ground without light trespass into the sky, and are more effective than "fully shielded" fixtures. I also support 2200-2700 K fixtures with late night dimming.
>
> I hope for the lighting design and the Kelvin rating to be decided in collaboration with the public after the demonstrations and informational meetings occur.
>
> Secondly, I urge you to NOT endorse the revised RCLC JPA in item 11a. The agenda item details state, "The purpose of this Joint Powers Agreement is to renew the City of Santa Fe's participation in the Regional Coalition of LANL Communities." The RCLC has been a failing organization for years and Santa Fe needs no part in it.

Thank you,
Benjamin Bonnet
87501

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: City lighting

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 11:05 AM
To: Erica Elliott <ericamelliott@gmail.com>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hi Dr. Elliot,

Thank you very much for your investment in this project for the City of Santa Fe. I've added you to our communications list and I look forward to continuing to engage with you about this project.

Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something everyone can support confidently.

Thank you,

Cheyenne

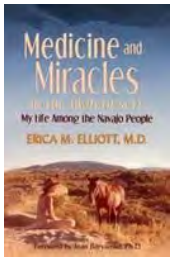
Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:25 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Good morning Ms. Elliot,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the needs of our city.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Erica Elliott <ericamelliott@gmail.com>
> **Sent:** Thursday, April 1, 2021 7:51:58 PM
> **To:** Mayors Office <mayor@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** City lighting
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear council members,
>
> While we applaud the City for this effort, it is of real importance to our quality of life, the environment and the night sky that we advocate for the following:
>
> - keeping the new LED bulbs in the 2,000 kelvin range in residential areas, and no brighter than 2,700 kelvins on the main thoroughfares; and
> - using “full cut off” fixtures to fully shield the streetlights so the light won’t spread to negatively impact our night skies.
>
> Please consider the negative impacts from an environmental and health standpoint. These levels of lighting will be harmful to both humans and wildlife, not to mention damaging our heritage of dark skies.
>
> I would appreciate a response as to what your position is on this issue.
> Thank you for your time and consideration.
>
> Erica M. Elliott, M.D.
>
> Erica Elliott, MD
> Family Practice & Environmental Medicine
> www.ericaelliottmd.com
> www.musingsmemoirandmedicine.com
>
> 
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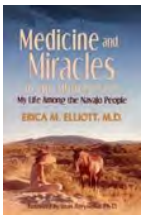
Medicine and
Miracles
My Life Among the Navajo People
ERICA M. ELLIOTT, M.D.

57K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: City lights

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 2:12 PM
To: David Brenner <dbrenner22@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Mr. Brenner,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

P.S. I'm a huge dog lover - Abby sounds adorable!

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:55 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Hi Dave,
>
> Wonderful to hear from you! How is Abby? Hoping to get Patches back to the dog park soon and see you guys there.
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Let me know if you have any additional questions or comments!
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** David Brenner <dbrenner22@gmail.com>
> **Sent:** Wednesday, March 31, 2021 4:15 PM
> **To:** CASSUTT-SANCHEZ, JAMIE A.
> **Subject:** City lights
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Hi Jaimie-
>
> This is Dave Brenner from Park Plazas, Abby's (the St Bernard) owner.
>
> I'm writing regarding the proposed new city street lights. I am pleased that we will be using more energy-efficient lights, but very disappointed at the proposed brightness of the lights. We need to help keep our night sky with dimmer lights and lights that don't point skyward. Please strongly consider this. Thanks.
>
> Dave Brenner
> Park Plazas
>
> Sent from my iPhone

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Comment Re: Street Light Conversion Proposal

Teresa Seamster <ctc.seamster@gmail.com> Sat, Apr 3, 2021 at 9:26 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Cheyenne,
This is excellent news and we'll send it on to the involved groups and individuals we know.
Thank you for the information and for your shared interest in helping Santa Fe become a dark sky city.
All the best,

Teresa

On Fri, Apr 2, 2021 at 3:37 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Hello Mr. & Mrs. Seamster,
>
> Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
>
> We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.
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> The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.
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> I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
>
> I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.
>
> I'm looking forward to continuing to engage with you and your fellow neighbors!
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> **dalkiasolutions.com**
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*

On Fri, Apr 2, 2021 at 9:47 AM Teresa Seamster <ctc.seamster@gmail.com> wrote:

> Thank you Councilor Cassutt-Sanchez!
> We appreciate being added to the list of interested individuals too. My husband worked with the US285 south highway project manager on the I-25/ Exit 290 lighting that drastically cut down the number of light poles but satisfied the FHA safety rules and the context-sensitivity of the local community. (I helped plant the median!) We want to help this go well for the city.
>
> Best,
> Teresa & Tom

On Fri, Apr 2, 2021 at 10:04 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. and Mrs. Seamster,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
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> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
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>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Teresa Seamster <ctc.seamster@gmail.com>
> **Sent:** Wednesday, March 31, 2021 3:01:28 PM
> **To:** Mayors Office <mayor@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>
> **Subject:** Comment Re: Street Light Conversion Proposal
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Mayor Webber and Santa Fe City Councilors,

> While we strongly support the conversion of street lights to energy-efficient LEDs, we want to ask that the city commit fully to becoming a dark sky designation and to hear the concerns we have regarding high color temperature rated LED replacements in the attached letter.
> Thank you all for your hard work on this issue.
>
> Teresa & Tom Seamster
> Santa Fe
> 505-466-8964

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Concern about the proposed LED Bulbs

Dave Licht <da.licht@gmail.com> Mon, Apr 5, 2021 at 9:22 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Cheyenne,

Appreciate this reply, and all your efforts on looking out for our community's best interests.

David

david licht
310.418.3733

On Fri, Apr 2, 2021 at 3:31 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Hello Mr. Licht,
>
> Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
>
> We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.
>
> The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.
>
> I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
>
> I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.
>
> I'm looking forward to continuing to engage with you and your fellow neighbors.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*

On Fri, Apr 2, 2021 at 9:23 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. Licht,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Dave Licht <da.licht@gmail.com>
> **Sent:** Wednesday, March 31, 2021 8:14:02 AM
> **To:** Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; romero-wirth@santafenm.gov <romero-wirth@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>
> **Subject:** Concern about the proposed LED Bulbs
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> All,
>
> I'm concerned
> about the streetlight project on the upcoming Council agenda. I applaud the switch to a more efficient LED bulb. I'm troubled though by the specific bulbs proposed.

My wife
and I moved to Santa Fe a few years back from a big, dense, crowded city. We love it here for many many reasons. One being the beautiful night sky.

Before
approving the proposed lighting, I ask that you not only ponder the energy and economic benefits of the choice, but the impact on one of our city's most enchanting features - our night's skyscape. And in doing so, listen closely to those in attendance that
offer well reasoned input on other logical light bulb choices.

Thank you
for all the good you do for our community.

David Licht

david licht
310.418.3733

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: LED city lights

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 4:11 PM
To: Ursula Hofer <ursulahofer4@icloud.com>

Have a nice weekend, Ursula!

Cheyenne Ernst
Project Expeditor
m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 1:38 PM Ursula Hofer <ursulahofer4@icloud.com> wrote:
> Thanks you. Very kind to catch the spelling too. I so appreciate the information. Thank you! Ursula Hofer
>
> On Apr 2, 2021, at 2:35 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Please excuse my spell-check, Ms. Hofer! I hope you have a great weekend.
>
> **Cheyenne Ernst**
> Project Expeditor
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Fri, Apr 2, 2021 at 1:33 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > Good afternoon Ms. Hopper,
> >
> > Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
> >
> > The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.
> >
> > I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
> >
> > I'm also working to communicate with the City of Flagstaff and the City of Tucson to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.
> >
> > Thank you,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> > m: (913) 653 5239
> > dalkiasolutions.com
> >
> > **Formerly Groom Energy Solutions, LLC**
> > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > *Please update your records with our new email format.*
> >
> > On Fri, Apr 2, 2021 at 8:49 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:
> > > Dear Ms. Hofer,
> > >
> > > Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
> > >
> > > I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
> > >
> > > Thank you again,
> > > Jamie
> > >
> > > Jamie Cassutt-Sanchez
> > > Santa Fe City Councilor District 4
> > > 505.955.6817 office
> > > 505.629.9820 cell
> > > jcsanchez@santafenm.gov

From: Ursula Hofer <ursulahofer4@icloud.com>
Sent: Wednesday, March 31, 2021 4:24:37 PM
To: CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
Subject: LED city lights

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- Dear Jamie, please
-
- keep the new LED bulbs in the 2,000 kelvin range in residential areas, and no brighter than 2,700 kelvins on the main thoroughfares; and
- Please use “full cut off” fixtures to fully shield the streetlights so the light won’t spread to negatively impact our night skies.

Thank you, Ursula Hofer Resident in Santa Fe since 1976

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Lighting

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 1:32 PM
To: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>
Cc: Harvey Daniels <hdanielsnm@gmail.com>

Hi Mr. Harvey,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:47 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. Daniels,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Harvey Daniels <hdanielsnm@gmail.com>
> **Sent:** Wednesday, March 31, 2021 4:27:48 PM
> **To:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** Lighting
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Once again, I implore you to save our precious night skies.
>
> - keeping the new LED bulbs in the 2,000 kelvin range in residential areas, and no brighter than 2,700 kelvins on the main thoroughfares; and
> - using “full cut off” fixtures to fully shield the streetlights so the light won’t spread to negatively impact our night skies.
>
> Thanks for your consideration and leadership.
>
> Harvey Daniels

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: New LED streetlights

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Apr 5, 2021 at 9:14 AM
To: Eric Toops <eric@etronix.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Good morning Mr. Toops,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Sun, Apr 4, 2021 at 8:15 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. Toops,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Eric Toops <eric@etronix.com>
> **Sent:** Sunday, April 4, 2021 7:57:33 AM
> **To:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** New LED streetlights
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> I understand you are about to replace 5500 street lights with high color temp LED lights.
>
> 3000K and 4000K lights will dramatically increase the light pollution.
>
> Old HPS bulbs are 2000K, and they should be replaced with similar LED lights.
>
> PLEASE consider using 2000K lights and save the night!
>
> PLEASE review the PDF doc on the subject, and PLEASE make Santa Fe a leader in light pollution prevention.
>
> I've linked 1 file to this email:
>
> PRESERVING OUR DARK SKIES.pdf (2.8 MB)
> https://we.tl/t-J0t7X5gvVe
> WeTransfer

Mozilla Thunderbird makes it easy to share large files over email.

logo.svg
2K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: No high intensity LED lights for our street lights

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 2:39 PM
To: Kelley Avery <kelleyaavery@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hello Ms. Avery,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.

I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

I'm looking forward to continuing to engage with you and your fellow neighbors.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 9:58 AM Kelley Avery <kelleyaavery@gmail.com> wrote:
> Thank you for your quick response and attention. We love the character and dark sky of our Santa Fe neighborhood!
>
> Sent from my iPhone
>
> > On Apr 2, 2021, at 8:48 AM, CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:
> >
> > Dear Ms. Avery,
> >
> > Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
> >
> > I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
> >
> > Thank you again,
> > Jamie
> >
> > Jamie Cassutt-Sanchez
> > Santa Fe City Councilor District 4
> > 505.955.6817 office
> > 505.629.9820 cell
> > jcsanchez@santafenm.gov
> >
> > **From:** Kelley Avery <kelleyaavery@gmail.com>
> > **Sent:** Wednesday, March 31, 2021 4:25:37 PM
> > **To:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> > **Subject:** No high intensity LED lights for our street lights
> >
> > CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
> >
> > I care about protecting the night sky, the environment and human health by using lower intensity LED lights and full cut off fixtures in our streetlights.
> > Please do not put in high intensity LED lights.
> > Thank you, Kelley Avery
> >
> > Sent from my iPhone

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Please keep the dark skies in Santa Fe

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 1:21 PM
To: Richard Moriarty <muirchearteagh@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Hi Mr. Moriarty,

Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

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I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.

I'm also working to communicate with the City of Flagstaff and the City of Tucson to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:46 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Mr. Moriarty,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Richard Moriarty <muirchearteagh@gmail.com>
> **Sent:** Wednesday, March 31, 2021 4:43:42 PM
> **To:** Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
> **Subject:** Please keep the dark skies in Santa Fe
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> While the plans to install more efficient street lights ins good, the current plans call for lights that are far too bright.
>
> Please heed the calls to keep the dark skies in Santa Fe.
>
> Thank you.
>
> Richard Moriarty
> muirchearteagh@gmail.com
> Santa Fe, New Mexico

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Postpone decision on new city lighting

Barbara Higgins <bach01@gmail.com> Fri, Apr 2, 2021 at 6:04 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Thanks for the update!

On Fri, Apr 2, 2021 at 3:33 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Hello Ms. Higgins,
>
> Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
>
> We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.
>
> The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance. All of these are features not afforded by the city's current high pressure sodium street lights.
>
> I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
>
> I'm also working to communicate with the City of Flagstaff and the City of Tucson, which are both IDA Designated Communities, to understand their projects, approaches, community response, and how we can make more informed decisions based on their experiences.
>
> I'm looking forward to continuing to engage with you and your fellow neighbors.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
> Logo
>
> m: (913) 653 5239
> Facebook icon LinkedIn icon Twitter icon
> **dalkiasolutions.com**
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*

On Fri, Apr 2, 2021 at 9:24 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Ms. Higgins,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
>
> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> **From:** Barbara Higgins <bach01@gmail.com>
> **Sent:** Wednesday, March 31, 2021 7:32:21 AM
> **Subject:** Postpone decision on new city lighting
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> I am a 40+ year resident of Santa Fe, a healthcare provider. My son was born and raised here and is a member of the healthcare community as well. I am very disturbed by the new lighting plan to convert 2,000 street lights to 3,000 & 4,000 K without the promised community engagement.
> Please postpone any decision on this matter & take additional time to ensure that you have heard from subject experts, sample peer-city experiences & properly address public concerns about this change.
> There are many reasons why this change is not a good idea.
> Our dark skies and wildlife are important and will be impacted by such a change in lighting.
>
> Thank you.
>
> Barbara Higgins, DOM

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not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Santa Fe LED Streetlights

Nick Davidson <nickgdavidson@gmail.com> Fri, Apr 2, 2021 at 4:43 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Thanks, you too!

On Fri, Apr 2, 2021 at 5:12 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> Thank you, Nick! I'm eager for the City of Santa Fe to reap the many benefits associated with this project. Have a nice weekend!
>
> **Cheyenne Ernst**
> Project Expeditor
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*

On Fri, Apr 2, 2021 at 2:25 PM Nick Davidson <nickgdavidson@gmail.com> wrote:
> Excellent, thanks Cheyenne! I appreciate all the good info and your hard work.
>
> Best,
> Nick
>
> On Fri, Apr 2, 2021 at 2:54 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > Hello Mr. Davidson,
> >
> > Thank you for your investment in this project for the City of Santa Fe. I've added you to our contact list. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.
> >
> > We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.
> >
> > The fixtures we're proposing are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like on private property or in house windows. Additionally, the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or other community members in specific applications, should it be deemed necessary. Further, all luminaires will be fitted with controls technology that allow for dimming and remote detection for maintenance.
> >
> > I've been in contact with John Barentine at the IDA to try to pursue Santa Fe's designation as a Dark Sky community through this project and city policy change as well. Preservation of the incredible asset of the night sky is a high priority for everyone involved in this project.
> >
> > Thank you,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> > m: (913) 653 5239
> > dalkiasolutions.com
> >
> > **Formerly Groom Energy Solutions, LLC**
> > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > *Please update your records with our new email format.*
>
> On Fri, Apr 2, 2021 at 8:51 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:
> > Hi again,
> >
> > Forgot to include Ms. Ernst on the last email. She is included now.
> >
> > Thank you so much,
> > Jamie
> >
> > Jamie Cassutt-Sanchez
> > Santa Fe City Councilor District 4
> > 505.955.6817 office
> > 505.629.9820 cell
> > jcsanchez@santafenm.gov
> >
> > **From:** CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> > **Sent:** Friday, April 2, 2021 9:50:50 AM
> > **To:** Nick Davidson <nickgdavidson@gmail.com>
> > **Subject:** Re: Santa Fe LED Streetlights
> >
> > Good morning Mr. Davidson,
> >
> > Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
> >
> > I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
> >
> > Thank you again,
> > Jamie

Jamie Cassutt-Sanchez
Santa Fe City Councilor District 4
505.955.6817 office
505.629.9820 cell
jcsanchez@santafenm.gov

From: Nick Davidson <nickgdavidson@gmail.com>
Sent: Wednesday, March 31, 2021 4:20:35 PM
To: Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>
Subject: Santa Fe LED Streetlights

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mayor and Councillors,

I'm writing because I've learned that the City Council will be meeting tonight to approve a contract to convert 2,060 city streetlights to LED lightbulbs, as part of a plan to ultimately convert 3,500 streetlights.

First, I applaud that effort and its resulting energy savings. However, it appears that the City has discussed installing bulbs with a temperature rating of 3,000 kelvins in residential neighborhoods and 4,000 kelvins on main thoroughfares. From an environmental and health standpoint, I believe these increased temperatures and their correlative brightness will be harmful to Santa Fe's citizens, wildlife, and famed dark skies.

The AMA's numerous studies suggest that artificial lighting should not exceed 3,000 kelvins. Beyond that, there is growing evidence of a link between artificial night lighting and DNA damage, breast cancer, prostate cancer, diabetes, kidney disease, low birth weights, and premature births. It also affects cell cycle regulation, metabolism, and hormone production. Do not help put us all at such risk, since you're in a position to prevent that.

Given these dangers, I urge you to instead consider using LED bulbs with a comparable brightness to those bulbs already in place—around 2,000 kelvins in neighborhoods and 2,700 kelvis on main streets.

Thank you very much for your service.

Sincerely,
--

Nick Davidson

Journalist | Storyteller
Santa Fe, NM
@NickGDavidson
nickgdavidson.com

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--

Nick Davidson

Journalist | Storyteller
Santa Fe, NM
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nickgdavidson.com

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--

Nick Davidson

Journalist | Storyteller
Santa Fe, NM
@NickGDavidson
nickgdavidson.com

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: VOTE NO on the contract to convert 2,060 streetlights to energy-efficient LED light bulbs

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 2, 2021 at 11:24 AM
To: Leslie Drobbin <lesliedrobbin@gmail.com>
Cc: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>

Ms. Drobbin,

Thank you for your investment in this project for the City of Santa Fe. As Councilor Cassutt-Sanchez mentioned, Dalkia is working diligently with the City and PNM to develop a cohesive lighting design and we're looking forward to continuing to refine our design plan through the community to ultimately develop something the residents of Santa Fe can support confidently.

We are launching a website, demonstration locations, and workshops during the month of April to engage with the community in an intentional way, ensuring we're able to collect as much feedback as possible to finalize a community-driven street lighting design for the city. Additionally, I've been working with City Councilors and Committees, as well as advocacy groups, to curate a Steering Committee of community leaders who represent different backgrounds and priorities for the City in our continual effort to ensure our lighting design is truly community driven.

I look forward to continuing to engage with you about this project.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 2, 2021 at 8:29 AM CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov> wrote:

> Dear Ms. Drobbin,
>
> Thank you so much for your email on this issue. As you may know, we have built a lighting design phase into our contract with Dalkia that includes a broad community engagement process. I am including Ms. Cheyenne Ernst on this email so she can add you to the contact list of interested individuals who we want to be sure are made aware of opportunities to weigh in and help us create the best lighting design to meet the various needs of our city.
>
> I do want to assure you that while we have approved a contract with Dalkia to make the conversion to LEDs, at this time we have not made any decisions on the lighting design or number of kelvins. That lighting design will need to be approved by the Governing Body before it is finalized.
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> Thank you again,
> Jamie
>
> Jamie Cassutt-Sanchez
> Santa Fe City Councilor District 4
> 505.955.6817 office
> 505.629.9820 cell
> jcsanchez@santafenm.gov
>
> ---
>
> **From:** Leslie Drobbin <lesliedrobbin@gmail.com>
> **Sent:** Thursday, April 1, 2021 7:09:15 PM
> **To:** Mayors Office <mayor@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>
> **Subject:** VOTE NO on the contract to convert 2,060 streetlights to energy-efficient LED light bulbs
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> To the council members,
>
> While we applaud the City for this effort, it is of real importance to our quality of life, the environment and the night sky that we advocate for the following:
>
> - keeping the new LED bulbs in the 2,000 kelvin range in residential areas, and no brighter than 2,700 kelvins on the main thoroughfares; and
> - using “full cut off” fixtures to fully shield the streetlights so the light won’t spread to negatively impact our night skies.
>
> Please consider the negative impacts from an environmental and health standpoint. These levels of lighting will be harmful to both humans and wildlife, not to mention damaging our heritage of dark skies.
>
> I would appreciate a response as to what your position is on this issue.
> Thank you for your time and consideration.
>
> Best Regards,
> Leslie Drobbin

WORKING GROUP EMAILS

*All references to “Steering Committee” within these emails occurred prior to public clarification of group’s role in the process and subsequent renaming to “Working Group,” in Project Newsletter #2.

This group is informal and was formed to advise the project team of perspectives from the city’s many diverse communities.

Santa Fe Community-Guided Lighting Design

Working Group Meeting #1

Tuesday, April 13, 2021 5:30-7PM, via Zoom

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Has the Historic Design Review Board (HDRB) approved the street light conversion design? 10

Was there a method for determining where these poles went? Do trailer parks for example get as many as City thoroughfares? As areas have grown are street lights installed to keep up? If there is no strict protocol or procedure, there are areas within the City who will have been overlooked and existing poles won't exist. Thus, some assessment must be made to assure even distribution of street lights throughout all City neighborhoods. 10

Meeting Agenda

City of Santa Fe Community-Guided Lighting Design Working Group

Tuesday, April 13, 2021 5:30-7PM MT

Agenda – Meeting #1

1. Introduction – 20 minutes
    a. Group goals and responsibilities
        i. Outcome of discussion is top 3-5 priorities for lighting design
        ii. City Code
    b. Facilitator role and responsibilities, ground rules
    c. Group members
        i. Name
        ii. What groups or communities do you represent?
2. Presentation slides – 30 minutes – hold questions for item F
    a. Lighting Design considerations
    b. Regulatory Requirements
    c. Project motivation and performance metrics
    d. PNM/City partnership
    e. Group objectives
    f. 10 minutes for questions and clarification – raise hand function on Zoom
3. Discussion Forum – 40 minutes
    a. Each member has 2 minutes to share priorities related to lighting design considerations in Santa Fe City Code
    b. Discuss priorities
    c. Outcome of discussion is recommendation of 3-5 priorities for lighting design
    d. Schedule final meeting

Meeting summary and Q&A doc will be sent out after the meeting

Action items:

- Attend at least one demonstration
- Connect and converse with fellow community members
- Come to final meeting prepared to review design options with priorities and experience in mind

Attendance

Page Buono, Independent Facilitator
Cheyenne Ernst, Community Engagement Leader, Dalkia
Regina Wheeler, Director of Public Works and Project Manager for lighting upgrade
Jamie Aranda, Community Relations Manager, PNM
Javier Rosado, Director of Engineering Division

Group members in attendance (alphabetical order by first name)

Name	Self-identified representation
Alba Blondis	Southwest Santa Fe Advocates Chair, Tierra Contenta resident
David A. Carr	Architect, Santa Fe chapter of AIA
Eric Gent	Railyard neighborhood resident and business owner
Hope Reed	Mayor's Committee on Disability representative
Ken Hughes	Sierra Club representative
Lucy Foma	Racial equity and safety advocate
Madeline Carey	Experience with large-scale climate solutions, outdoor runner/pedestrian advocate
Dr. Nancy Owen Lewis	Anthropologist, Public Safety Committee representative
Peter Lipscomb	sensible lighting advocate, wrote IDA nomination packet for Clayton Lake State Park, Cerrillos Hills State Park Manager
Richard Ellenberg	Canyon Neighborhood Association representative
Ruth Hamilton	Southwest Santa Fe Advocates Member, Tierra Contenta resident
Tom Jervis	Sangre de Cristo Audubon Society representative

Presentation Excerpt

Group Role, Design Process, Performance Requirements

Lighting Design Working Group Context

- Assembled with guidance for balance and equity
- Understand lighting design parameters
- Articulate community goals and needs
- Marry goals and needs with requirements
- Participate in Demonstrations
- Review Lighting Design

Community-Guided Lighting Design Process

- Website with education, feedback form
- Engage Neighbors
- Share information, demonstrations and gather feedback
- Analyze options and tradeoffs
- Ensure regulatory compliance
- Governing Body approval of design

Project Performance Requirements

- Minimum of 50% energy reduction
- Meet or exceed New Mexico Dark Sky Protection Act
- Support Dark Sky Community Designation
- Meet minimum Roadway Lighting Levels established by ANSI IES RP-8-18
  - Achieves lighting standard with existing lighting poles
- Meets PRC performance specs for replacement equipment
- First energy-savings payment due in December 2021

Discuss Priorities and Arrive at Top 3-5

"Reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security, and ensure aesthetically appropriate outdoor lighting in keeping with the character of Santa Fe."
City of Santa Fe Municipal Code 14-8.9 OUTDOOR LIGHTING (A) PURPOSE

The Group discussed guiding values for the community guided lighting design:

	Priorities
Group member	appreciates street lights for safety and visibility; energy consumption and cost effectiveness; having enough light to keep crime away
Group member	bird and wildlife impact - no uplight; important that shielding be available for residents to protect their property; lower kelvin is better for bugs and wildlife; energy consumption and savings; carbon neutrality
Group member	color temperature; work on uniformity; demonstrate what it means to be a good neighbor to outlying communities; demonstrate that we're stewards of our environment
Group member	conserve energy, promote sense of safety and security
Group member	equal distribution of lighting throughout communities that are currently dark; need lighting for safety; energy savings/consumption; light trespass and light pollution in a functional capacity
Group member	finding the sweet spot between energy savings and impact on character of city
Group member	light pollution and trespass; energy consumption; safety and dimming impact; wildlife impact, night sky; night blindness from too much blue light
Group member	light trespass; lower color temperature for health impact
Group member	District 3 diversity of work means movement at all hours so it's important to have safety at all times; downtown and tourist areas should be well-lit; pedestrians safety; protect night skies; cost effective and energy efficient
Group member	pedestrian and cyclist safety; environmental non-climate impacts on wildlife, dark sky; meeting carbon goals and progress to carbon neutrality
Group member	promoting health and safety - demonstrate that it will improve health and safety, and make roads safer; conserve energy; protecting dark skies as part of the heritage of the city
Group member	protect wildlife, both flying and ground base animals; capture energy savings and reduce energy use significantly; have an enhanced experience walking around Santa Fe

Post Meeting Compilation of Guiding Values – most mentioned to least mentioned

Guiding Values (by most mentioned)
Conserve energy, reach carbon neutrality
Promote safety and security
Protect wildlife
Dark sky
Light pollution and trespass light
Color temperature
Shielding, zero uplight, additional shielding
Reduce cost
Enhanced experience Santa Fe streets
Uniformity, all have good lighting
Stewards of environment
Make people healthier and roads safer
Disposal and replacement lifecycle
Consider neighborhing communities

Questions and Clarifications from Group on the Presentation

What is the opposition to the project?

Staff originally presented a plan to use 4000 Kelvin lights on major roadways and 3000 Kelvin on residential streets. Dark sky, sustainability, environmental, and city character advocates objected vehemently to this plan. With the new awareness, the City has engaged the International Dark Sky Association to provide guidance to ensure the lighting design supports becoming an Dark Sky Designated Community. Staff, PNM, and Dalkia and are all working with regulatory agencies and equipment analysis to be able to use lower color temperature lights in the City of Santa Fe while meeting project requirements.

How much is the loan for the project, who's it from, and what's the payback?

City secured a municipal loan for $18M which will be paid back by energy savings. $15M is for solar array installation on 17 facilities in the city as well as converting facility interior lighting to LEDs. $3M is for the lighting conversion project. On-bill savings of $500,000 per year will pay debt and deferred maintenance on existing street light infrastructure. The debt is configured for 18 year payback period. The loan is from Sterling Bank.

Will demonstrations coming up have lights 3000K or lower?

There will be 3000K and 2700K fixtures in the demonstrations. Models for 3000K and 2700K have been evaluated and meet performance metrics which include: City Code; energy savings needs for debt service; lighting levels compliant with ANSI IES RP-8-18 Design Of Roadway Facility Lighting; cut off and shielding requirements; reliability. Luminaires with color temperature less than 2700K are currently being evaluated by Dalkia and PNM for compliance with project performance requirements and PRC requirements.

PNM and NMDOT have expressed that they could be flexible with regulatory requirements, is that truly the case?

After conversations with NMDOT engineers and legal representatives, NMDOT has declined to provide a waiver from the existing specifications and indicated they, instead, will go through the process of changing their specifications. NMDOT won't control many Santa Fe streets after August 1, 2021 based on the Road Transfer Agreement which will transfer Cerrillos, St. Michaels Drive and Old Pecos Trail to City operation, maintenance and ownership. St. Francis and NM-599 will continue to be NMDOT owned and operated. Waiting to upgrade street lights on NMDOT roads until NMDOT modifies their specifications may a good strategy.

PNM is committed to matching the City's adopted community guided lighting design. Rate 20 which is PRC regulation that guides the project and the rate that the City pays for their lights.

The new 16th version of Rate 20 provides PNM flexibility to add equipment to the qualified products list so that they can include additional color temperature options.

One member requested that the following lighting terms also be explained.

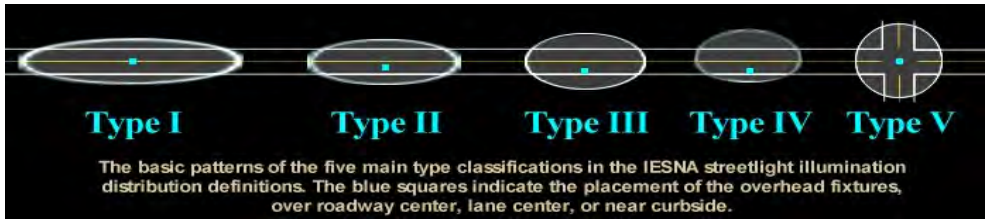
Candela (cd): The candela is the international basic physical quantity in all measurements of light: all other units are derived from it. An ordinary wax candle has a luminous intensity in a horizontal direction of approximately one candela. Candlepower is always a property of a source of light, and gives information regarding luminous flux at its origin.

Illumination at the roadway (also called illuminance, measured in footcandles (fc)): the intensity of light hitting a surface. The number of lumens on a surface is divided by the area of the surface to obtain the average illuminance over that area. In the United States Customary System (USCS), the unit is the footcandle (fc), where one foot candle is equal to one lumen per square foot.

Additional note: Human eyes do not see illuminance. They see only the portion of the light that is reflected toward them. An example is a white line on a black asphalt surface. The appearance of the white line is totally different from that of the black surface, even though each may be receiving identical illumination.

Luminance (reflectance of light from pavement surface): To understand what the eye sees, one must consider luminance, the concentration of light reflected toward the observer per unit area of surface. It is essentially the intensity divided by the area of the source and is measured in candelas per square meter (cd/m2).

Light distribution patterns:



Types II and III are preferred for street lights and are the types being evaluated for installation.

Old vapor lights have diffusion lenses, do LED lights have diffusion? Existing LEDs in the City seem to provide a cold and unwelcoming feeling.

Approximately 200 LED luminaires have been installed on City street lights over the past 10 years. They are an older technology and have higher CCT lights than are being considered for this project. Most of these fixtures are 5000K color temperature, which was never a consideration for this project. Additionally, many previously installed LEDs don't have the "full

cut off" feature that keeps the light directed down from the horizontal plane; they also don't have the option for additional shielding to prevent light trespass. Existing LEDs will be replaced as part of the upgrade with the community-guided lighting design plan. All fixtures being evaluated for the project are "full cutoff" and shielded, with additional shielding options available.

Regarding Diffusion: LED lights have one of two types of diffusion.

- Discrete LED - each has its own acrylic or glass refractor.
- Chip-on-board - multiple LED chips on the same platform, and utilize same same concept of refraction as discrete LEDs.

What might be consequences of the conversion that we haven't discussed?

Since the new lights will have a more focused beam, it could make dark spots worse. It is common to have a subsequent effort to assess and adjust lighting in neighborhoods after the retrofit. Additional light could be more creative than installing new poles similar to existing street lighting to ensure compliance with International Dark Sky Association (IDA) standards to become an IDA Designated Community.

What is Correlated Color Temperature (CCT) measured in Kelvins (K)?

CCT is a measure of the visual "warmth" or "coolness" of light, expressed in Kelvins (K). Noon daylight has a CCT of about 5500K. The higher the value, the more blue or "cool" the light appears. (See Figure 6-19, from IES RP-8-18.)

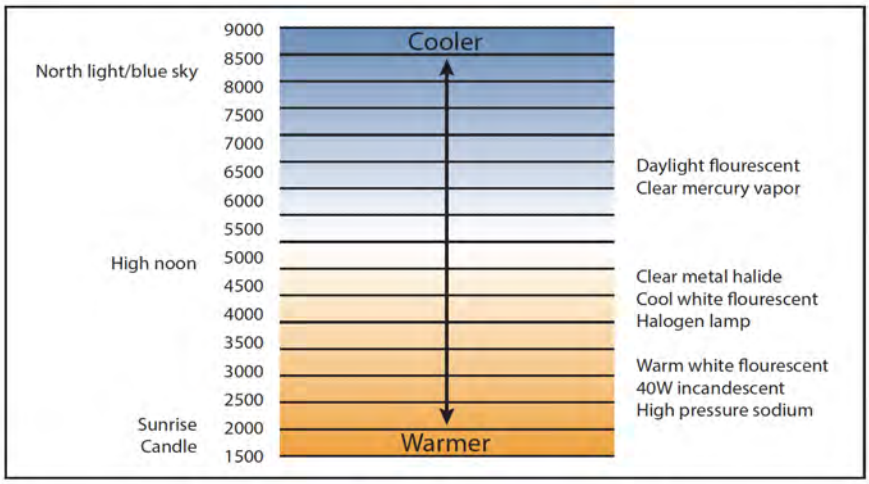


Figure 6-19. Correlated color temperature chart.

Follow Up Information – After Meeting

Has the Historic Design Review Board (HDRB) approved the street light conversion design?

According to the Land Use Planner Manager Nicole Ramirez-Thomas, the Historic Design Review Board has jurisdiction over outdoor lighting, but not street lighting.

Was there a method for determining where these poles went? Do trailer parks for example get as many as City thoroughfares? As areas have grown are street lights installed to keep up? If there is no strict protocol or procedure, there are areas within the City who will have been overlooked and existing poles won't exist. Thus, some assessment must be made to assure even distribution of street lights throughout all City neighborhoods.

How were light poles positioned originally?

1. Existing lights on main thoroughfares were largely designed and installed by NMDOT to meet specs (at the time) for those roadways.

2. Many if not most light poles in neighborhoods would have been designed and built by private developers according to City code and development plans approved by Land Use. I do not know if the City code has different street lighting guidelines for mobile home parks vs. other types of neighborhoods.

This project is the first step of getting our street lights understood and in order. We expect there will be subsequent efforts to improve lighting in neighborhoods where it is insufficient. We are also looking into the areas where HOAs are currently responsible for streetlights. In many of these areas, the lighting is not being maintained well and we want to understand how we can improve lighting in these neighborhoods.

City of Santa Fe LED Conversion Project

•••

Community-Guided Lighting Design Working Group
Tuesday April 13, 2021

Lighting Design Working Group Context

- Assembled with guidance for balance and equity
- Understand lighting design parameters
- Articulate community goals and needs
- Marry goals and needs with requirements
- Participate in Demonstrations
- Review Lighting Design

City of Santa Fe Outdoor Lighting Code - (Ord. No. 2011-37 § 10)

"**Reduce light pollution**, reduce or prevent glare, reduce or prevent light trespass, **conserve energy**, promote a sense of **safety and security**, and ensure **aesthetically appropriate** outdoor lighting in keeping with the **character of Santa Fe.**"

The objective of this meeting is to prioritize the requirements set forth by the City Ordinance.

Lighting Design Terminology

Lumens: measure of lighting output, measure of brightness

Color temperature: measured in Kelvins, warm or cool tone of the light

Wattage: unit of measurement for energy consumption

Efficacy: lumens (amount of light) per watt (amount of energy) ~ similar to miles per gallon

Cut off: design which allows or prevents light to go above the horizontal plane of the fixture (“full cut off” is considered dark-sky friendly)

Shielding: small piece of equipment installed on a street light to further prevent light trespass

Project Motivation



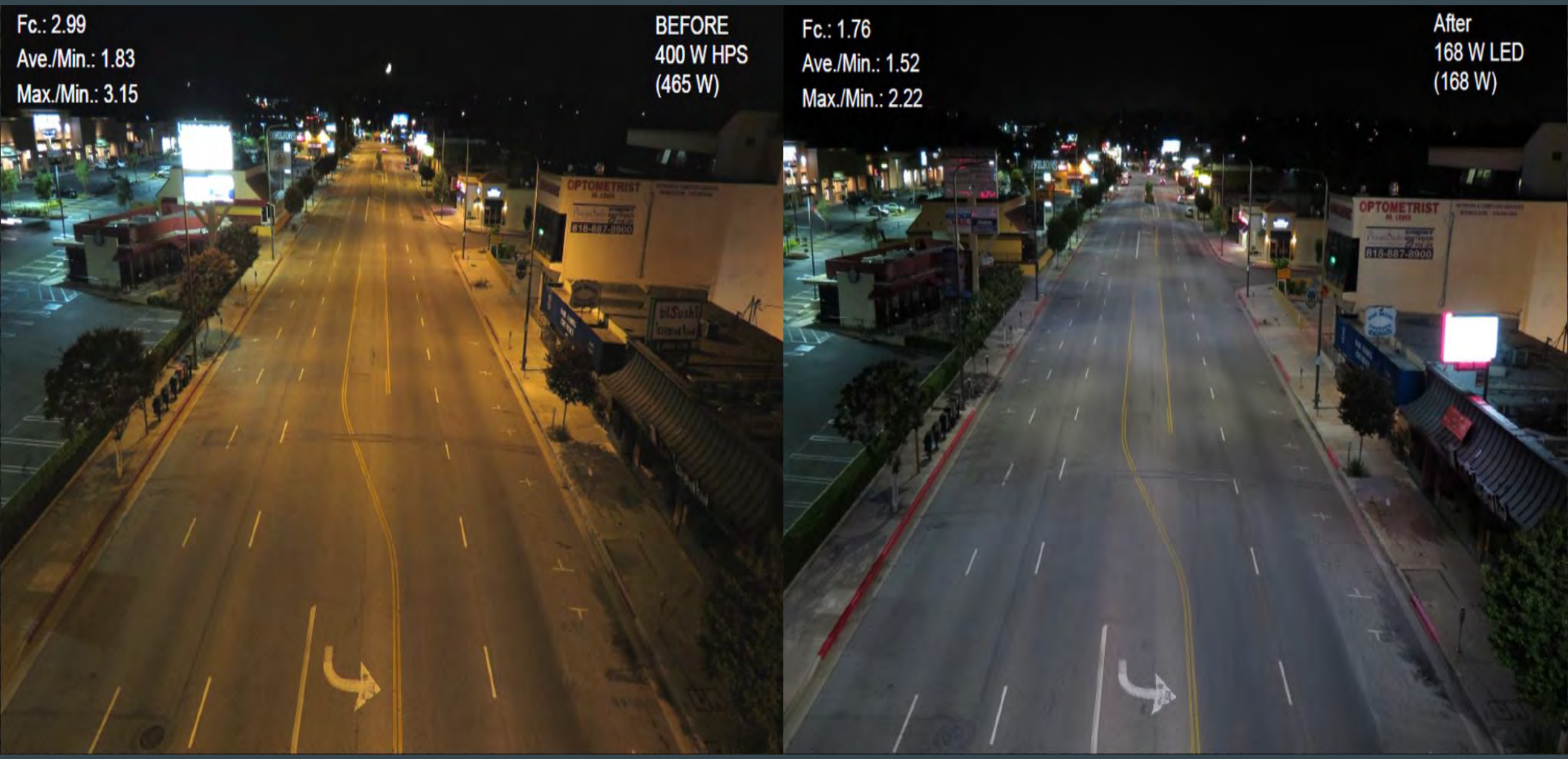
- High failure rate and long repair times
- Confusing customer service
- Double energy use
- High cost for electricity and maintenance
- Failure to meet safety regulations and dark-sky regulations
- Excessive fugitive light affecting quality of life and dark sky

Centralized Maintenance Management



- Online problem reporting and customer service hotline
- Routine repairs within 5 days – faster if more than 1 light
- Automatic detection of failures
- Reporting and accountability for repairs, reliability and energy use through dedicated company
- Accurate inventory, consistent fixture types
- Safety improved with more reliable lighting

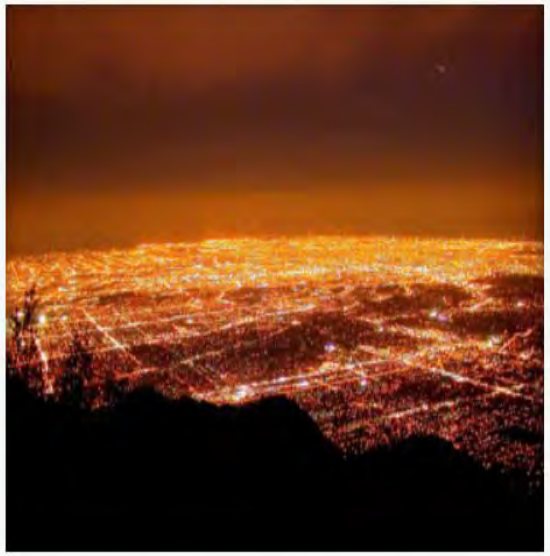
Environmental Considerations



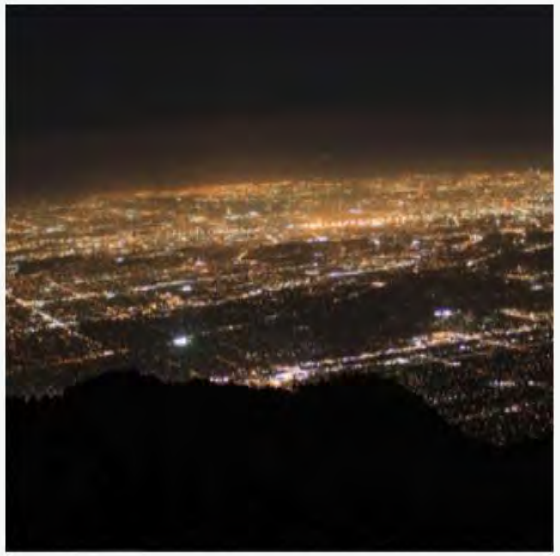
- Energy saved since LEDs use less energy for same lumens 400w HPS vs 168W LED
- Dimming capability further reduces energy consumption
- Progress on City goal of carbon neutrality by 2040
- LEED Cities points toward Platinum

Night Sky

- New fixtures being evaluated will exceed state and local dark sky code
- Goal to be Dark Sky Designated Community - current fixtures disqualify the city
- Full cutoff fixtures guarantee zero uplight
- Preserve character of Santa Fe



View from Mt. Wilson before LED Retrofit Project
(Los Angeles Basin, 2008)



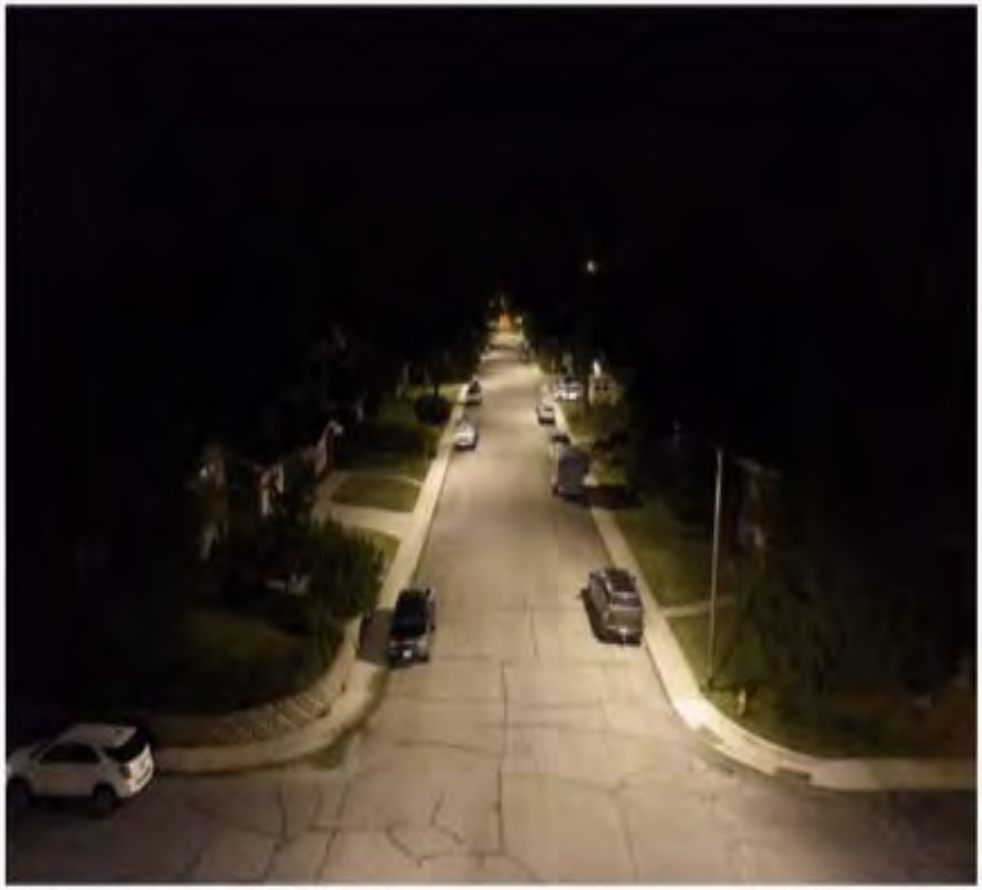
View from Mt. Wilson after LED Retrofit Project
(Los Angeles Basin, 2012)

Lights shine on street, not into homes



Stoddard St. HPS #1

HPS fixture with more back light than ideal.



Fairview Ave. LED #2

- Restrict backlight to sidewalk only
- Additional shielding options available for any resident at no additional cost

Upgrade Project Requirements

- Minimum of 50% energy reduction
- Meet or exceed New Mexico Dark Sky Protection Act
- Meet minimum Roadway Lighting Levels established by ANSI IES RP-8-18
  - Achieves lighting standard with existing lighting poles
- Meet PRC performance requirements for replacement equipment
- First energy-savings payment due on loan in December 2021

Lighting Design Working Group

- Understand lighting design parameters
- Articulate community goals and needs
- Marry goals and needs with performance requirements
- Participate in Demonstrations
- Review Lighting Design

Community-Guided Lighting Design Process

- Website with education, feedback form
- Engage Neighbors
- Share information, demonstrations and gather feedback
- Analyze options and tradeoffs
- Ensure regulatory compliance
- Governing Body approval of final design

Discuss priorities and arrive at Top 3-5 criteria

"**Reduce light pollution**, reduce or prevent glare, reduce or prevent light trespass, **conserve energy,** promote a sense of **safety and security**, and ensure **aesthetically appropriate** outdoor lighting in keeping with the **character of Santa Fe.**"

Examples:

- Balance energy consumption, color temperature, brightness, and shielding to reduce overall light pollution
- Lowest lumen output possible that meets specification and feels safe
- Capture energy savings needed to pay for project
- Maximum shielding that meet specification

Meets specification = Energy Usage + Regulatory Compliance + Cost + City Code Compliance

Community-Guided Lighting Design Working Group Meeting #2

Tuesday May 18, 2021 5:30-7 p.m. Mountain Time via Zoom

This information was distributed in Newsletter Distribution #4 and posted on the project website.

Join Zoom Meeting
https://santafenm-gov.zoom.us/j/99831313950

Meeting ID: 998 3131 3950
One tap mobile
+12532158782,,99831313950# US (Tacoma)
+13462487799,,99831313950# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 998 3131 3950
Find your local number: https://santafenm-gov.zoom.us/u/ad80qIwr84

Agenda:

1. Ground rules and introduction
2. Lighting demonstrations and community feedback – presentation and group member feedback
3. Lighting design update – presentation and group member feedback

Here is the link to the recorded meeting on City of Santa Fe's YouTube channel: https://youtu.be/8v2NLcbzBNY

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

City of Santa Fe Street Lighting Conversion Project Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Tue, Apr 6, 2021 at 4:06 PM
To: aiasantafe@gmail.com

Hello Kristen,

Thank you so much for speaking with me earlier today! As I mentioned, I'm leading the community engagement effort for the City of Santa Fe's street lighting conversion project on behalf of Dalkia Energy Solutions.

We're in the process of finalizing our lighting steering committee. Our ultimate goal is to ensure the final lighting design being presented to Governing Body is truly community-guided and something the City of Santa Fe can support with confidence. I think having an AIA representative from Santa Fe would be excellent to help guide the final lighting design recommendations. Specifically, if there are any women of the AIA who would be willing to participate, that would be most beneficial in terms of balancing representation on our committee congruent with Santa Fe's population.

We're looking to have our first steering committee meeting April 13, 6-7:30PM MT virtually via Zoom, so the turnaround time is a bit quick. The second is tentatively either April 27 or May 4, same time, also virtually. We'd ask that this individual also attend one of our demonstration locations which will be available mid-April for several weeks.

Please let me know if there's anyone you recommend or anyone willing to serve on our committee.

Thank you so much for your willingness to engage with this project for the community!

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

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Same people, same services, new name - Dalkia Energy Solutions, LLC
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

City of Santa Fe Street Lighting Conversion Project Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 9, 2021 at 6:03 PM
To: "Kristen A. Fox" <kristenafox@gmail.com>
Cc: AIA Santa Fe <aiasantafe@gmail.com>

Oh awesome, this is great news! Thank you so much, Kristen!

Cheyenne Ernst
Project Expeditor
m: (913) 653 5239
dalkiasolutions.com

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Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 9, 2021 at 6:00 PM Kristen A. Fox <kristenafox@gmail.com> wrote:
> We do have someone for you! Mr. David Carr, AIA. He has extensive knowledge of the streetlight project and has even written a response in our local newspaper about it.
>
> His contact email is: DavidACarrAIA@gmail.com.
>
> On Fri, Apr 9, 2021 at 6:42 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > Hi Kristen!
> >
> > I'm just wondering if you can confirm if someone will be participating in our Steering Committee or not. If you're not sure who it will be until Monday, that's okay, but unfortunately if they can't make the first meeting, they won't be able to participate in the Committee. If you weren't able to find someone, don't worry about it! I'm just working to finalize membership.
> >
> > Have a nice weekend!
> >
> > Thank you,
> >
> > Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Thu, Apr 8, 2021 at 9:10 AM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > Good morning Kristen,
> >
> > This is so great to hear! Thank you for your willingness to participate in this manner. I look forward to hearing back from you. If you have any questions or would like additional information, please don't hesitate to reach out!
> >
> > Thank you,
> >
> > Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Wed, Apr 7, 2021 at 8:52 PM Kristen A. Fox <kristenafox@gmail.com> wrote:
> > Hello Cheyenne,
> >
> > I received your email regarding the lighting retrofit project and I just wanted to reach out to say we are planning on announcing the opportunity at our chapter meeting tomorrow, and we will endeavor to find the most qualified individual to serve in this role. I hope to get back to you by Monday so that our representative can participate in the first meeting on the 13th.
> >
> > Thanks again!
> >
> > Kristen A. Fox, AIA
> > 512-574-2075

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--
Kristen A. Fox, AIA
512-574-2075

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

City of Santa Fe Street Lighting Conversion Project Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Apr 12, 2021 at 9:58 PM
To: David Carr <davidacarraia@gmail.com>

Thank you David! This is very helpful. It's great that you have a strong background in lighting coming into the conversation. I'm looking forward to your participation.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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On Mon, Apr 12, 2021 at 8:55 AM David Carr <davidacarraia@gmail.com> wrote:

I can attend, but may have to leave early in order to get to the Albuquerque airport to pick up my son.

Attached is a My View that was published in the New Mexican on 2/28/2021 regarding my view on the street lighting replacement issue that hopefully provides the background you requested.

Additional input provided by a couple other AIA members:

"Preference is to use 300K (warm lights) as a maximum color temperature, any higher has "blue light" which can interfere with local species' natural habitats. Preference is to not exercise the exceptions in the IDA guidelines and stay with a maximum 300K color temp."

"I am concerned not only about the “temperature” of the light but also the lumens output. Also, I would like to see the lights extremely dimmed after say 1 AM and also perhaps turned off when the moon is fairly full. And there are perhaps some existing streetlights which are not needed at all. The cost to the citizens for energy and maintenance is significant so the value should be weighed against the cost. And the stars in a dark sky are priceless!!"

David A. Carr, AIA
3411 Via Magdalene
Santa Fe, NM 87507
(505)-603-0047
davidacarraia@gmail.com

On Mon, Apr 12, 2021 at 9:25 AM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Good morning Mr. Carr,

I've been in contact with AIA President Kristen Fox about the LED Street Lighting Conversion project set to take place in Santa Fe in the coming months. I'm leading the community engagement effort for the street lighting conversion project on behalf of Dalkia Energy Solutions.

We're in the process of finalizing our lighting steering committee, which is a committee of community leaders assembled with the assistance of City Councilors, Advisory Committees, and community advocacy groups. Steering Committee members represent the diverse backgrounds and priorities of Santa Feans and will engage deeply in the street lighting design process to further the efforts of a community-driven lighting design. Kristen indicated you'd be willing to serve on our committee on behalf of the AIA, which we're so grateful for!

Our first steering committee meeting will be tomorrow, April 13, 6-7:30PM MT virtually via Zoom. Can you confirm you'll be able to attend?

I'd love to speak with you on the phone to give you a little more background and understand your perspective on the street lighting as the AIA representative. My phone number is 913 653 5239 and I can be reached any time today. Please give me a call at your convenience.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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points of views to opinions. But today, I think it crucial that I/we acknowledge the inspiring story of Officer José Rivera Suarez living up to the motto, "protect and serve," unlike other officers who thought they "are not a taxi service" when called upon to help a fellow citizen stranded when her car broke down ("Thank you, Officer Suarez — you helped," My View, Feb. 21). It's not

we are. Education, health care and employment can certainly provide the tools for individuals of diverse environments, age groups, sexual preference and so forth, to improve society. In this fashion, the group benefits from the diversity of gifts everyone has to offer rather than the loss of individual characteristics that assimilation to a mainstream ideal requires for equality to take place.

small businesses seriously affected by the coronavirus shutdown. Congress should save the federal government many billions of dollars by putting rigor into the next COVID-19 relief package: It should stimulate only those individuals and small businesses with verifiably true need for help.

Glen Smerage
Santa Fe

of legislation is often obscured.

To quote an old expression, "Show me your friends and I'll show you who you are." Understanding the context of a bill is extremely important to understand its purpose and effect.

New Mexicans deserve better. With a $7.4 billion annual state budget and the lives of our citi-

MY VIEW DAVID CARR

City has much to consider when replaci

A recent article ("Critics: City could increase light pollution," Feb. 18) confuses color temperature (kelvins) with brightness (lumens).

Unlike kelvins, which are units of measurement that measure the color temperature of a luminaire and how yellow or blue a luminaire appears to be, lumens give the actual light output of a luminaire. This is useful when determining the brightness of a luminaire. While a luminaire with a high kelvin rating may appear brighter, a luminaire with more lumens really is brighter.

The following are the color temperature ranges for typical instances:

- Blue sky: 10,000K-30,000K
- Overcast sky: 7,000K
- Noon sunlight: 5,250K
- Fluorescent lamps: 3,000K (warm white) to 6,500K (daylight)
- Incandescent lamps: 2,500K-3,050K
- Candle flame: 1,800K

The initial proposal for 3,000K to 4,000K color temperature falls in the lower midrange of the color temperature range. As referenced in the article, the use of the term kelvins implied brightness. However, the editorial ("Too bright is wrong for Santa Fe skies," Our View, Feb. 21) was a more accurate description of short-wavelength blue versus longer-wavelength yellow and red end of the light spectrum.

While there are differing opinions regarding recommended street lighting levels, they generally fall in the 3,000K to 4,000K range, with 3,000K for local and collector streets and 4,000K for major roads.

But there is more to the design of street lighting than kelvins and lumens. They include selection of the luminaire (color, lumens, shielding), height of the luminaire mounting, luminaire light distribution pattern — (Illuminating Engineering Society Lighting for Exterior Environments, RP-33-99, has seven major distribution patterns, with types II and III being preferred for streets), illumination at the roadway (footcandles) and luminance (reflectance of light from pavement surface). There is also technology available to automatically dim streetlights during the night, say at midnight.

Before dismissing the proposed streetlight relamping program based on the proposed color selection, the entire proposed lighting design should be evaluated.

On a related subject, the city's outdoor lighting entry in Chapter 14 of the Land Use Development Code needs revision. Table 14-8.9-1 does not specifically address LED lighting. It falls under "other sources" in the table, which requires either land-use director approval outside the historic districts or Historic Districts Review Board approval within them. Building owners should not be required to have to obtain approval for installation of LED lighting. The use

give the citizens of the state the information we need to make the best decisions for our future.

When the Senate Rules Committee considers SB 311 and 314, I hope we will finally put the interests of New Mexicans first, and create these powerful new tools of transparency and governmental effectiveness.

ing lights

of footcandles to specify illumination levels should be revised using lumen output similar to Section 7.8 of the Santa Fe County Sustainable Land Development Code. The county code also does a better job of addressing street lighting.

The city as well as the state also needs to do a better job of enforcing the night sky ordinance within the city limits. From my residence off of West Alameda looking toward the city, the light pollution caused by the number of unshielded lights, particularly from recreation fields, has only grown worse over time since the ordinance was first implemented.

David Carr, AIA, is a registered architect with over 40 years of design experience.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

community process re: street lighting project

Peter Lipscomb <pslipscomb@gmail.com> Thu, Apr 8, 2021 at 5:39 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

I have a good working relationship with John. His expertise will be valuable.

On Thu, Apr 8, 2021, 5:44 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> That's so great to hear! Thank you so much for offering to help, Peter. I had a great discussion with John Barentine from IDA last week and he's eager to assist the city from that side of things. I can't wait to keep this momentum going!
>
> Looking forward to our meeting next week. If you have any questions in the meantime, don't hesitate to reach out.
>
> Have a nice evening!
>
> Thanks,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> **dalkiasolutions.com**
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
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On Thu, Apr 8, 2021 at 11:57 AM <pslipscomb@gmail.com> wrote:

> HI Cheyenne,
>
> Yes I will attend. Look forward to working with you, community members, city staff, and elected officials.
>
> BTW, I had a brief exchange with Mayor Webber. I offered assistance to help draft the city's application packet for dark sky community designation by IDA.
>
> He was receptive to the idea calling it a generous offer.
>
> --Peter
>
> 505-577-7141
>
> ---
>
> **From:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> **Sent:** Thursday, April 8, 2021 12:53 PM
> **To:** pslipscomb@gmail.com
> **Subject:** Re: community process re: street lighting project
>
> Hi Peter,
>
> Thank you again for your willingness to serve on our committee. Our first meeting with the Steering Committee will be Tuesday, April 13, 6-7:30PM, virtually via Zoom. Does this work for you?
>
> Thanks,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> **dalkiasolutions.com**
>
> **Formerly Groom Energy Solutions, LLC**
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>
> *Please update your records with our new email format.*

On Mon, Mar 29, 2021 at 12:02 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Hello Mr. Lipscomb,
>
> Thank you for your email. I'm in receipt of your email from this weekend as well. Thank you very much for your interest in the street lighting steering committee for the City of Santa Fe.
>
> Would you have time to talk with me on the phone today or tomorrow? The goal of the steering committee is to assemble representation for the diverse and multi-faceted goals of the Santa Fe community, so I would love to understand more about your background and priorities. We've currently identified several members who are serving on the committee and want to ensure equal representation for our community-guided design.
>
> Thank you,
>
> Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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Please update your records with our new email format.

On Mon, Mar 29, 2021 at 10:03 AM <pslipscomb@gmail.com> wrote:

> Hello Jarel,
>
> I sent a note to Cheyenne at Dalkia expressing interest to be included in the community process for the LED project.
>
> I realize I may be duplicating my effort, but wanted contact you just the same.
>
> I have tracked and advised community efforts related to outdoor lighting the past 16 years (Clayton and Union County, Taos and Taos County, Rio Arriba County, and authored the nomination packet to have Clayton Lake State Park designated the first International Dark Sky Park in NM 2010) I have also worked at the legislative level on this topic.
>
> Please let me know more details.
>
> Peter Lipscomb
>
> 4404 Calle Jaime, Santa Fe, NM 87507
>
> 505-577-7141

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: LED Street Lights - volunteer for steering commitee

WHEELER, REGINA A. <rawheeler@santafenm.gov> Tue, Mar 23, 2021 at 9:02 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Good work on the research! Just let him know that we have Tom on the committee. Need more diversity.

Thank you!
Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Tuesday, March 23, 2021 7:58 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: FW: LED Street Lights - volunteer for steering commitee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Regina,

Thank you for forwarding this. I quickly googled Albert Shultz and it looks like he's a former geologist who's a Board Member & Climate Watch Coordinator for the Audubon Society.

Tom Jervis, president of the Audubon Society, has already said he would serve on the committee. I can contact Albert but I'm not sure if he will provide more diverse representation for our committee than we have with the current members. Let me know what you think.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Please update your records with our new email format.

On Tue, Mar 23, 2021 at 4:10 PM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

> Hello Cheyenne,
>
> Here is someone interested in being on steering committee. He has to represent a constituency that we are still seeking representation from. Do you want to interview him?

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>
Sent: Tuesday, March 23, 2021 5:07 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: LED Street Lights

This gentleman is interested and has been recommended in being part of the city streetlight advisory group:
Albert Shultz
107 Cienega St, SF, 87501(afraid not your district)
Cell: 505-699-1521

He's a scientist, I understand.

-Carol

Carol Romero-Wirth

City Councilor, District 2

cromero-wirth@santafenm.gov

(505)955-6815 Office

(505)470-2855 Mobile

Facebook & Twitter @romerowirth

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Lighting

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Mar 31, 2021 at 6:10 PM
To: Alba Blondis <ablondis@gmail.com>

No problem Alba! Thank you for letting me know. We can absolutely accommodate. I will keep you posted!

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Tue, Mar 30, 2021 at 7:11 PM Alba Blondis <ablondis@gmail.com> wrote:

> Hello again,
>
> April 27th won't work because I have to run the SWSFA meeting that night. I didn't realize it was the fourth Tuesday which is our set meeting date.
>
> I could meet the Tuesday before or the Tuesday after. That is to say: April 20 or May 4, 11, or 18th.
>
> Apologies for my oversight of the 27th.
>
> Alba
>
> On Tue, Mar 30, 2021, 7:11 PM Alba Blondis <ablondis@gmail.com> wrote:
>
> > Hi Cheyenne,
> >
> > I should be able to meet but not before 5:00 pm. I do have a dental appointment on April 13th, but if I have numbing meds they shoud be gone by then.
> >
> > So, that should work for me.
> >
> > Thanks,
> > Alba
> >
> > On Tue, Mar 30, 2021, 6:59 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> >
> > > Hi Alba,
> > >
> > > Thank you so much for following up! I originally called Councilor Abeyta before we were able to speak on Friday. I wanted to give Councilor Abeyta an opportunity to respond to my inquiry, and it's serendipitous that he recommended you as well.
> > >
> > > Based on our conversation Friday, I think you're a perfect representative for the southside. No need to post anywhere, you've got it covered!
> > >
> > > Thank you so much again for your willingness to serve the Santa Fe community in this way. I'm so excited to get started!
> > >
> > > On this note, we've tentatively scheduled our steering committee meetings for April 13 and April 27, both 5-7:30PM via Zoom. Does that work for you?
> > >
> > > Thank you,
> > >
> > > Cheyenne
> > >
> > > **Cheyenne Ernst**
> > > Project Expeditor
> > >
> > > m: (913) 653 5239
> > > dalkiasolutions.com
> > >
> > > **Formerly Groom Energy Solutions, LLC**
> > > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > > *Please update your records with our new email format.*
> > >
> > > On Tue, Mar 30, 2021 at 5:33 PM Alba Blondis <ablondis@gmail.com> wrote:
> > >
> > > > Hi Cheyenne,
> > > >
> > > > Counselor Abeyta just contacted me as well concerning this committee. How many members do you want on this steering committee?
> > > >
> > > > I can post this on the neighborhood conversation platform, Nextdoor and I can send it out to our members. However I don't know the number of members that you are seeking.
> > > >
> > > > Please let me know.
> > > >
> > > > Alba

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Looking for business representation for the streetlight conversion steering committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Thu, Apr 8, 2021 at 11:51 AM
To: David Fresquez <info@caresource.life>
Cc: "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>

Hi David,

Thanks for speaking with me yesterday and supporting our project through engagement with the Hispanic Chamber of Commerce. I wanted to follow up to see if you were able to come up with anyone willing to participate on our committee?

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

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On Wed, Apr 7, 2021 at 10:19 AM David Fresquez <info@caresource.life> wrote:

> Thanks for info. Best to chat about it. Call me anytime 505 920 9486. Thanks.
>
> ---
>
> **From:** Aranda, Jamie <Jamie.Aranda@pnmresources.com>
> **Sent:** Tuesday, April 6, 2021 2:42 PM
> **To:** David Fresquez <info@caresource.life>
> **Cc:** cheyenne.ernst@dalkiasolutions.com <cheyenne.ernst@dalkiasolutions.com>
> **Subject:** Looking for business representation for the streetlight conversion steering committee
>
> Hi David,
>
> I hope you are doing well! I am emailing regarding the streetlight conversion project the City of Santa Fe is currently preparing for. Before the actual conversion begins, the City will be conducting a community engagement and planning phase to ensure all communities within Santa Fe have an opportunity to provide input on the final strategy. With that being said, the steering committee is looking for a representative from the business community. We would greatly appreciate your recommendation for a Santa Fe business community representative to serve on the streetlight steering committee.
>
> I have included Cheyenne Ernst with Dalkia (the City's contractor for the project), who will provide you with more information about the time commitment, expectations, and any other information you might need to make a recommendation. Cheyenne is largely leading the community engagement efforts and will be the primary contact for the project, but feel free to reach out to either/both of us for any specific details.
>
> Thanks!
>
> Jamie Aranda
>
> Local Community Manager, Northern NM
>
> PNM Resources
>
> Santa Fe, NM
>
> jamie.aranda@pnmresources.com
>
> 505.920.6933

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Railyard rep to streetlight project

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Tue, Mar 23, 2021 at 6:53 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Thank you Regina! I will call Eric tomorrow.

Cheyenne Ernst
Project Expeditor
m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
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On Tue, Mar 23, 2021 at 2:45 PM Richard Czoski <richard@sfrailyardcc.org> wrote:

> Regina,
>
> Eric's number is 505-603-2330 or ericgent33@gmail.com, or therailyard@gmail.com .
>
> Richard A. Czoski, CCIM, CPM
> Executive Director
> Santa Fe Railyard Community Corporation
> 332 Read Street
> Santa Fe, NM 87501
> Voice 505.982.3373
>
> ---
>
> **From:** WHEELER, REGINA A.
> **Sent:** Tuesday, March 23, 2021 3:36 PM
> **To:** Richard Czoski <richard@sfrailyardcc.org>; Sandra Brice <Sandra@sfrailyardcc.org>; BURNETT, SAM <jsburnett@santafenm.gov>
> **Cc:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; Steven Robinson <sr@stevenrobinsonarchitects.net>
> **Subject:** Re: Railyard rep to streetlight project
>
> Eric will be a great addition to the re-lamping steering committee, thank you Richard!
>
> Do you have contact info for him?
>
> Regina Wheeler
> City of Santa Fe
> Public Works Director
> 505-955-6622 (o)
> 505-690-4197 (m)
> rawheeler@santafenm.gov
>
> ---
>
> **From:** Richard Czoski <richard@sfrailyardcc.org>
> **Sent:** Tuesday, March 23, 2021 3:09 PM
> **To:** WHEELER, REGINA A.; Sandra Brice; BURNETT, SAM
> **Cc:** Cheyenne Ernst; Steven Robinson
> **Subject:** RE: Railyard rep to streetlight project
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Regina,
>
> I have spoken to Eric Gent and he is willing to participate. He and his wife, Elise, own the Railyard Performance Center and have been tenants on the Railyard for more than 20 years. Eric also lives on Alarid Street adjacent to the Railyard south of Paseo de Peralta. Eric has been actively involved in the Railyard and its development and has a good working knowledge of the City.
>
> I believe Eric would be a positive addition to the discussion on re-lamping the City. I am talking to one other person to nominate, but they have not committed yet.
>
> Richard A. Czoski, CCIM, CPM

Executive Director

Santa Fe Railyard Community Corporation

332 Read Street

Santa Fe, NM 87501

Voice 505.982.3373

From: WHEELER, REGINA A.
Sent: Monday, March 22, 2021 9:57 AM
To: Richard Czoski <richard@sfrailyardcc.org>; Sandra Brice <Sandra@sfrailyardcc.org>; BURNETT, SAM <jsburnett@santafenm.gov>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: Railyard rep to streetlight project

Hello Richard, Sandy and Sam,

We want to have a representative from Railyard business and or resident involved in the City's streetlight LED conversion project.

Commitment is April 1 – May 30

a. 2 each 2 hour meetings
b. 1 each 1 hour demonstration attendance
c. Homework and communicating with community 2hours.
d. Council meeting attendance 2 hours

Would you be able to recommend 1-3 people that could represent the group, be a good listener, understand that compromise is necessary for good community solutions and be trusted by the Railyard constituency?

Thank you!
Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Lighting task force- Sierra Club representative

WHEELER, REGINA A. <rawheeler@santafenm.gov> Thu, Mar 11, 2021 at 3:48 PM
To: Ken Hughes <b1family@icloud.com>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Great, Ken – You Are It ☺

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: Ken Hughes <b1family@icloud.com>
Sent: Thursday, March 11, 2021 4:35 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Lighting task force- Sierra Club representative

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Hi Regina,

I'm happy to engage with the City on behalf of the Sierra Club. I'm fortunate to have not only members passionate about the issue; I can also rely on Mark Gaiser, my former colleague at EMNRD, electrical engineer, and promoter of the pole mounted PV system, for technical details that can really make the difference in getting the details inn place.

Talk to you soon

Ken

> On Mar 10, 2021, at 9:40 PM, WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:
>
> Thank you Mayor for forwarding Ken's email.
>
> Ken, we would love to have someone from the Sierra Club be highly engaged in our Streetlight Conversion Design process. Please let me know if you will be the representative or if we should connect with someone else.
>
> I've cc'd Cheyenne Ernst with Dalkia who is leading the public engagement effort. She will log your name and idea of a steering committee. We'll definitely give that some thought and get back with you.
>
> Best,
>
> Regina
>
> Regina Wheeler
> City of Santa Fe
> Public Works Director
> 505-955-6622 (o)
> 505-690-4197 (m)
> rawheeler@santafenm.gov
>
> ---
>
> **From:** WEBBER, ALAN M. <amwebber@santafenm.gov>
> **Sent:** Wednesday, March 10, 2021 9:05 PM
> **To:** Ken Hughes <b1family@icloud.com>

Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Lighting task force

Hi Ken,

Thanks—let me talk with Regina about how she intends to work on community engagement on the street light project.

Thanks for reaching out—much appreciated.

Alan

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Mar 10, 2021, at 6:09 PM, Ken Hughes <b1family@icloud.com> wrote:

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Hi, Mayor

My colleagues on the Northern Group of the Sierra Club ask that I be considered to serve on a Street Lighting task force, should the City create one, to bring an environmental perspective to the issue. Your consideration is appreciated,

Ken

Ken Hughes

Sent from my iPad

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Safe routes to schools rep to streetlight project

GLORIOSO-MOSS , ROMELLA S. <rsglorioso-moss@santafenm.gov> Mon, Mar 22, 2021 at 10:27 AM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "ROSADO, JAVIER H." <jhrosado@santafenm.gov>, "MCDONALD, MELISSA A." <mamcdonald@santafenm.gov>, "AUNE, ERICK J." <ejaune@santafenm.gov>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Oh good!

Please see her resume attached.

Her email add are: yvette.chainbreaker@gmail.com; yvette@chainbreaker.org

Thanks,

Romella

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Monday, March 22, 2021 11:22 AM
To: GLORIOSO-MOSS , ROMELLA S. <rsglorioso-moss@santafenm.gov>; ROSADO, JAVIER H. <jhrosado@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; AUNE, ERICK J. <ejaune@santafenm.gov>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: RE: Safe routes to schools rep to streetlight project

She sounds great! We will talk to her. Do you have contact?

What I would propose is that either during matters from staff or as a separate agenda item, let's give BPAC a short presentation on the project and then tell them about the person or people that will be on the steering committee. People may not be from BPAC, but they will represent the bicycle and pedestrian perspective.

Thank you!

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: GLORIOSO-MOSS , ROMELLA S. <rsglorioso-moss@santafenm.gov>
Sent: Monday, March 22, 2021 11:13 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; ROSADO, JAVIER H. <jhrosado@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; AUNE, ERICK J. <ejaune@santafenm.gov>
Subject: RE: Safe routes to schools rep to streetlight project

Young person?

Erick how about Yvette Serrano? Chainbreaker Program Manager and BPAC member. She's very young, quiet but smart. We just don't say she represents BPAC because I don't think we have that kind of authority. Councilor Garcia needs to appoint someone to represent BPAC.

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Monday, March 22, 2021 10:30 AM
To: GLORIOSO-MOSS , ROMELLA S. <rsglorioso-moss@santafenm.gov>; ROSADO, JAVIER H. <jhrosado@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; AUNE, ERICK J. <ejaune@santafenm.gov>
Subject: RE: Safe routes to schools rep to streetlight project

Possibility. Don't think she lives in Santa Fe. Anyone else?

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: GLORIOSO-MOSS , ROMELLA S. <rsglorioso-moss@santafenm.gov>
Sent: Monday, March 22, 2021 10:25 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; ROSADO, JAVIER H. <jhrosado@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; AUNE, ERICK J. <ejaune@santafenm.gov>
Subject: RE: Safe routes to schools rep to streetlight project

How about Elena Kayak Erick?

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Monday, March 22, 2021 10:02 AM
To: ROSADO, JAVIER H. <jhrosado@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; AUNE, ERICK J. <ejaune@santafenm.gov>; GLORIOSO-MOSS , ROMELLA S. <rsglorioso-moss@santafenm.gov>
Subject: Safe routes to schools rep to streetlight project

Hello Melissa, Erick, Romella, and Javier,

We want to have a representative from schools/students/safe routes to schools involved in the City's streetlight LED conversion project.

Commitment is April 1 – May 30

a. 2 each 2 hour meetings

b. 1 each 1 hour demonstration attendance

c. Homework and communicating with community 2hours.

d. Council meeting attendance 2 hours

Would you be able to recommend 1-3 people that could represent the group, be a good listener, understand that compromise is necessary for good community solutions and be trusted by the Railyard constituency? Would be good to have some younger people involved in you know.

Thank you!
Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

Yvette Serrano Resume COSF.pdf
20K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee - Public Safety Representation

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Tue, Apr 6, 2021 at 3:50 PM
To: "PFEIFER, JESSICA E." <jepfeifer@santafenm.gov>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "PADILLA, ANDREW A." <aapadilla@santafenm.gov>

Thank you so much for providing this information, Jessica!

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

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On Tue, Apr 6, 2021 at 12:39 PM PFEIFER, JESSICA E. <jepfeifer@santafenm.gov> wrote:

> Regina,
>
> I have attached the committee members' contact information. Mr. Joyce or Dr. Owen Lewis may be interested.
>
> Please let me know if I can be of further assistance. Thanks.
>
> Jessica Pfeifer, Administrative Manager
>
> Santa Fe Police Department
>
> 2515 Camino Entrada
>
> Santa Fe, NM 87507
>
> 505-955-5074
>
> SANTA FE POLICE
>
> ---
>
> **From:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Sent:** Tuesday, April 6, 2021 9:56 AM
> **To:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; PFEIFER, JESSICA E. <jepfeifer@santafenm.gov>; PADILLA, ANDREW A. <aapadilla@santafenm.gov>
> **Subject:** RE: Santa Fe LED Street Lighting Conversion Steering Committee - Public Safety Representation
> **Importance:** High
>
> Hello Jessica and Chief Padilla,
>
> We are still seeking a Public Safety Committee representative to participate in our street light community driven design process. It is critical that the perspective of safety be well represented and we need to engage folks on this project ASAP.
>
> Could you provide a recommendation for one or two Public Safety Committee members to participate and also provide their contact information?
>
> Can you provide this today?
>
> Thank you,
>
> Regina
>
> ## Committee Members:
>
> Councilor Chris Rivera, Chairman
> Herbert L. Harris, Jr., Co-Chairman
> Joe Arellano
> Mike Mier

Nancy Owen Lewis

Gerald Joyce

Bruce Finger, BTAC

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Monday, April 5, 2021 2:05 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Fwd: Santa Fe LED Street Lighting Conversion Steering Committee - Public Safety Representation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I've called and emailed Councilor Rivera a couple of times and I'm not having luck getting a response from him on a PSC rep. Any other avenues I should try? Or we could go the first responder route?

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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---------- Forwarded message ---------
From: **Cheyenne Ernst** <cheyenne.ernst@dalkiasolutions.com>
Date: Tue, Mar 30, 2021 at 9:01 AM
Subject: Re: Santa Fe LED Street Lighting Conversion Steering Committee - Public Safety Representation
To: <cmrivera@santafenm.gov>

Good morning Councilor Rivera,

I wanted to follow up on my call and email. Would you be willing to identify one or a few individuals who may be good representatives for the Public Safety Committee for our street lighting steering committee?

Thank you for your time and consideration of this matter.

Please feel free to call or email me if you have any questions or additional information.

Best,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Formerly Groom Energy Solutions, LLC

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Please update your records with our new email format.

On Fri, Mar 26, 2021 at 2:20 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Good afternoon Councilor Rivera,
>
> My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project. I'm following up on the voicemail I left a few minutes ago.
>
> I've been working with Public Works Director Regina Wheeler to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven.
>
> We'd love to have representation from the Public Safety Committee for our steering committee.
>
> The commitment we're looking for is 3 - 2 hour virtual meetings over the course of the next 8 weeks, attendance at one of our demonstrations, and some communication with fellow community members regarding the project as we move forward.
>
> Would you be willing to recommend someone from the Public Safety Committee?
>
> Please feel free to call me if you have any questions or would like more information.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
>
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
>
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>
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Mar 26, 2021 at 1:14 PM
To: Alba Blondis <ablondis@gmail.com>

Hi Alba,

Thank you very much for your response and your willingness to serve on our committee! That is no problem, as we plan to have all our meetings virtually and the demonstration is outdoors.

Could you give me a call at 913 653 5239 when you have a moment? I'd love to discuss a little further with you.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Mar 26, 2021 at 12:57 PM Alba Blondis <ablondis@gmail.com> wrote:

> Hello Cheyenne,
>
> Thank you for the invitation. I'd be happy to help out. But, I have only received my first vaccine and will receive my second on April 10.
>
> If your meetings are on Zoom before then, I am fine to attend. Otherwise I cannot until after April 24th.
>
> I'll have to thank Kristine for thinking of me.
>
> Alba
>
> On Fri, Mar 26, 2021, 1:49 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> > Good afternoon Ms. Blondis,
> >
> > My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project.
> >
> > We're working to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven. The City Clerk, Kristine Bustos – Mihelcic, recommended you.
> >
> > The commitment we're looking for is 3 - 2 hour meetings over the course of the next 8 weeks, attendance at one of our demonstrations, and that you communicate back with your community regarding the project as we move forward.
> >
> > Would you be willing to serve on this committee? Please feel free to call me if you have any questions or would like more information.
> >
> > Thank you,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > m: (913) 653 5239
> > dalkiasolutions.com
> >
> > **Formerly Groom Energy Solutions, LLC**
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Stephen Resnick <steve@ccandns.com> Mon, Mar 29, 2021 at 4:50 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hi Cheyenne - I will keep my eyes and ears open for a suitable representative from the business community.

Thanks again.

Steve

Stephen S. Resnick

Capitol Computer & Network Solutions

www.ccandns.com

518 Old Santa Fe Trail, #6

Santa Fe, NM 87505

505.216.1108

Santa Fe Reporter

2020 Best of Santa Fe Award Winner

2019 Best of Santa Fe Award Winner

2018 Best of Santa Fe Award Winner

2016 Best of Santa Fe Award Winner

Santa Fe Chamber of Commerce

2018 Volunteer of the Year

2016 Business Excellence Award Winner

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Monday, March 29, 2021 12:33 PM
To: Stephen Resnick <steve@ccandns.com>
Subject: Re: Santa Fe LED Street Lighting Conversion Steering Committee

Hi Steve,

Thank you very much for your consideration and response. Would you be able to recommend someone else (or a few individuals I can reach out to) who might be a good representative for Chamber of Commerce or the business community? It would be great to have that perspective on our committee.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Mon, Mar 29, 2021 at 8:30 AM Stephen Resnick <steve@ccandns.com> wrote:

> Cheyenne – thank you very much for the invitation to join the steering committee for this project. This seems like a great project and improvement for The City.
>
> Unfortunately, I my schedule is just so busy these days running my business and supporting the Chamber, I will not have time to participate.
>
> But thank you for considering my involvement.
>
> Steve
>
> Stephen S. Resnick
> President
> Capitol Computer & Network Solutions
> steve@ccandns.com
> www.ccandns.com

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Friday, March 26, 2021 2:31 PM
To: steve@ccandns.com
Subject: Santa Fe LED Street Lighting Conversion Steering Committee

Good afternoon Mr. Resnick

My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project. Peter, your colleague, called me a few moments ago and I'm following up via email.

We're working to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven. The City's Director of Public Works, Regina Wheeler, recommended you as a representative from Chamber of Commerce.

The commitment we're looking for is 3 - 2 hour virtual meetings over the course of the next 8 weeks, attendance at one of our demonstrations, and that you communicate back with your community regarding the project as we move forward.

Would you be willing to serve on this committee? Please feel free to call me if you have any questions or would like more information.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Tue, Mar 30, 2021 at 5:59 PM
To: "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>
Cc: Alba Blondis <ablondis@gmail.com>

Thank you very much, Councilor! Alba has already agreed to serve on our steering committee, so this is perfect!

I'm new to Santa Fe and still learning the geography - forgive me! I reached out to you before I got the opportunity to speak with Alba. I'm so glad to know that we have this area of Santa Fe so well represented!

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Tue, Mar 30, 2021 at 5:21 PM ABEYTA, ROMAN R. <rrabeyta@santafenm.gov> wrote:

> Hi Cheyenne!
>
> I am copying Alba Blondis who is the Chair of the Santa Fe Southwest Advocates. She can be helpful in identifying or putting out the word on the street lighting steering committee.
>
> Councilor Abeyta
>
> **From:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> **Sent:** Tuesday, March 30, 2021 9:58 AM
> **To:** ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>
> **Subject:** Re: Santa Fe LED Street Lighting Conversion Steering Committee
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Good morning Councilor Abeyta,
>
> I wanted to follow up on my call and email. Would you be willing to identify one or a few individuals who may be good representatives for Tierra Contenta or the southside generally, for our street lighting steering committee?
>
> Thank you for your time and consideration of this matter.
>
> Please feel free to call or email me if you have any questions or additional information.
>
> Best,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
>
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On Fri, Mar 26, 2021 at 4:27 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Good afternoon Councilor Abeyta,
>
> My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project. I'm following up on the voicemail I left earlier today.
>
> I've been working with Director of Public Works, Regina Wheeler, to put together a steering committee of individuals in the community who represent the broad and diverse interests of Santa Fe, so we can ensure our lighting design is truly community driven.
>
> The commitment we're looking for is 3 - 2 hour virtual meetings over the course of the next 8 weeks, attendance at one of our demonstrations, and some communication with fellow community members regarding the project as we move forward.
>
> We'd love to have representation from Tierra Contenta or somewhere similar, to ensure we're capturing the needs of the families in the southside. Would you be able to recommend a few individuals who might be willing to serve on such a committee?
>
> Please feel free to call me if you have any questions or would like more information.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor

m: (913) 653 5239

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Eric Gent <ericgent33@gmail.com> Fri, Apr 2, 2021 at 6:22 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Those days and times work for me. Thanks

Sent from my iPhone

On Mar 31, 2021, at 6:55 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Hi Eric!

Thank you very much again for your willingness to serve on our committee. It was great to speak with you last week.

We're thinking our Steering Committee meetings will be virtually, via Zoom, April 13 and April 27 5:30-7. Does this work for you?

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
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On Fri, Mar 26, 2021 at 12:14 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Good afternoon Mr. Gent,

My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project. I just gave you a call and left a message. Richard Czoski provided me with your contact information after a conversation with Public Works Director Regina Wheeler.

We're working to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven. The commitment we're looking for is 3 - 2 hour meetings over the course of the next 8 weeks, attendance at one of our demonstrations, and that you communicate with your fellow community members regarding the project as we move forward.

Would you be willing to serve on this committee? Please feel free to call me back if you have any questions or would like more information.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Apr 5, 2021 at 8:53 AM
To: Catherine Rivard <catherine@rivardlaw.net>

Thank you for your response, Ms. Rivard. My apologies, I didn't realize you aren't a resident of the City. Have a great week!

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Mon, Apr 5, 2021 at 7:12 AM Catherine Rivard <catherine@rivardlaw.net> wrote:

> Hello, Ms. Ernst,
>
> Thank you for reaching out, but I'm not a resident of the City of Santa Fe so I don't believe I would be a good fit for this project.
>
> Regards,
>
> Catherine L. Rivard
>
> Law Offices of Catherine L. Rivard
>
> 369 Montezuma Ave., #472
> Santa Fe, NM 87501
> (505) 469-1389
> Catherine@RivardLaw.net
> www.RivardLaw.net
>
> DISCLAIMER: THE ABOVE MESSAGE REFLECTS TOPICS OF GENERAL PUBLIC INTEREST OR THE PERSONAL VIEWS OF THE SENDER. IT IS NOT LEGAL ADVICE FOR ANY SPECIFIC LEGAL ISSUE OR PROBLEM. THE SENDING OR RECEIPT OF THIS EMAIL MESSAGE DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP.
>
> ---
>
> **From:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> **Date:** Wednesday, March 31, 2021 at 4:04 PM
> **To:** <Catherine@rivardlaw.net>
> **Subject:** Re: Santa Fe LED Street Lighting Conversion Steering Committee
>
> Hello Ms. Rivard,
>
> I wanted to follow up on my email from last week. Would you be willing to provide your perspective on our committee? Erick Aune recommended you highly as a strong representative for the biking community in Santa Fe.
>
> Currently, our committee meetings are scheduled for April 13 and April 27, 5:30-7PM. Please feel free to call or email with any questions.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
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On Fri, Mar 26, 2021 at 5:22 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Good evening Ms. Rivard,
>
> My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project with Dalkia Energy Solutions.
>
> I've been working with Director of Public Works, Regina Wheeler, to put together a steering committee of individuals in the community who represent the broad and diverse interests of Santa Fe, so we can ensure our lighting design is truly community driven. Erick Aune, MPO Officer, recommended you as a good fit for our committee with your background in law, and passion for biking and safety.
>
> The commitment we're looking for is 3 - 2 hour virtual meetings over the course of the next 8 weeks, attendance at one of our demonstrations, and that you communicate back and forth with your community regarding the project as we move forward.
>
> Would you be willing to serve on our committee?
>
> Please feel free to call me if you have any questions or would like more information.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Apr 5, 2021 at 11:49 AM
To: devendra@dncarchitect.com

Good afternoon Devendra,

My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project.

I've been working with Director of Public Works, Regina Wheeler, to put together a steering committee of individuals in the community who represent the broad and diverse interests of Santa Fe, so we can ensure our lighting design is truly community driven. Richard Czoski recommended you as someone who would be a good fit.

Would you potentially be willing to serve on our committee? If yes, would you have time for a brief phone call? We want to ensure the committee has balanced representation, so I'd love to discuss your background, how you feel you represent Santa Fe, and your priorities for the street lighting conversion project.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Apr 5, 2021 at 12:10 PM
To: "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Good afternoon Tom,

I wanted to follow up on our phone conversation. Have you been able to come up with anyone who could represent the MCD or Santa Fe's disability community for our LED project? If you have a woman in mind, that would be great to help ensure gender balance on our committee.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
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On Fri, Apr 2, 2021 at 10:26 AM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Hi Tom,
>
> Thank you so much for speaking with me a few minutes ago and your willingness to identify someone who could represent the priorities of Santa Fe's disability community.
>
> Here is some info about the steering committee:
>
> We're working to put together a steering committee of individuals in the community who represent different interests to ensure our lighting design is truly community driven. We'd love to have representation from a leader for the disability community, whether that be someone from the Mayor's Committee on Disability or an active citizen.
>
> The commitment we're looking for is 3 **virtual** meetings over the course of the next 8 weeks:
>
> - April 13 5:30-7PM
> - April 27 5:30-7PM
> - May 26 Governing Body attendance for this agenda item
>
> We also ask that this representative attend one of our demonstration sites, which will be up mid-April and available for several weeks.
>
> Please let me know if you think of one or a few individuals who might be willing to fill this role for us - I'm happy to reach out to anyone you suggest to further inform them about the committee and engage in discussion.
>
> Thank you Tom!
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Mar 26, 2021 at 12:26 PM
To: yvette@chainbreaker.org

Good afternoon Yvette,

Thank you for speaking with me a few moments ago.

As I mentioned, we're working to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven.

The commitment we're looking for is 3 - 2 hour meetings over the course of the next 8 weeks, attendance at one of our demonstrations, and that you communicate with your fellow community members regarding the project as we move forward. We don't have dates/times for meetings just yet.

Would you be willing to serve on this committee? Please feel free to call me back if you have any questions or would like more information.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Thu, Apr 8, 2021 at 6:18 PM
To: Ken Hughes <b1family@icloud.com>

That will be fine. Thank you Ken!

Cheyenne Ernst
Project Expeditor
m: (913) 653 5239
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On Thu, Apr 8, 2021 at 11:56 AM Ken Hughes <b1family@icloud.com> wrote:
Hi
I've a Sierra Club Zoom at 7 that night. Perhaps I could leave the first meeting a bit early.
Ken

Sent from my iPhone powered by Solar

> On Apr 8, 2021, at 12:52 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Hi Ken,
>
> Our first meeting with the Steering Committee will be Tuesday, April 13, 6-7:30PM, virtually via Zoom. Does this work for you?
>
> Thanks,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
> m: (913) 653 5239
> dalkiasolutions.com
>
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>
> On Mon, Apr 5, 2021 at 12:21 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> Great! I will call you at 3:30. Let me know if anything changes and I'm happy to accommodate.
>
> Thanks,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
> m: (913) 653 5239
> dalkiasolutions.com
>
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>
> On Mon, Apr 5, 2021 at 12:14 PM Ken Hughes <b1family@icloud.com> wrote:
> Yes, that time should work
>
> > On Apr 5, 2021, at 1:11 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> >
> > Thank you so much for your prompt response and willingness to engage with this project on behalf of your community, Ken! It will be a great service.
> >
> > Would 3:30 today be a good time for a phone call?
> >
> > Thanks,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> > m: (913) 653 5239
> > dalkiasolutions.com
> >
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On Mon, Apr 5, 2021 at 12:07 PM Ken Hughes <b1family@icloud.com> wrote:

Hello

Yes I'm willing to serve on a steering committee representing the Sierra Club

You can reach me at 505-316-2278 to discuss further.

Thanks,
Ken

> On Apr 5, 2021, at 1:02 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Good afternoon Mr. Hughes,
>
> My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project.
>
> I've been working with Director of Public Works, Regina Wheeler, to put together a steering committee of individuals in the community who represent the broad and diverse interests of Santa Fe, so we can ensure our lighting design is truly community driven. I know you were an early proponent of such a committee, and I'm wondering if you would be willing to serve on behalf of the Sierra Club.
>
> Would you potentially be willing to serve on our committee? If yes, would you have time for a brief phone call to discuss further?
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
>
> **dalkiasolutions.com**
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 9, 2021 at 11:02 AM
To: Madeleine Carey <mcarey@wildearthguardians.org>

No problem! I'm available all afternoon if you want to give me a call when you're free. My number is 913 653 5239. Thanks again!

Cheyenne Ernst
Project Expeditor
m: (913) 653 5239
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On Fri, Apr 9, 2021 at 11:01 AM Madeleine Carey <mcarey@wildearthguardians.org> wrote:
Cheyenne,

I've had a work call come up, can you talk at 12:30?

-MC

MADELEINE CAREY
Greater Gila Guardian
She/Her/Hers
(505) 417-5893
www.wildearthguardians.org

On Thu, Apr 8, 2021 at 5:35 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
Yes that's perfect! Thank you so much Madeleine. I will call you at noon MT. Is 505 417 5893 a good number to call?

I'm looking forward to speaking with you.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor
m: (913) 653 5239
dalkiasolutions.com

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On Thu, Apr 8, 2021 at 3:36 PM Madeleine Carey <mcarey@wildearthguardians.org> wrote:
I can talk at noon tomorrow, does that work?

-MC

MADELEINE CAREY
Greater Gila Guardian
She/Her/Hers
(505) 417-5893
www.wildearthguardians.org

On Wed, Apr 7, 2021 at 3:46 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
Hi Madeleine,

Thank you so much again for your willingness to serve on our committee. Would you have time for a brief phone call tomorrow or Friday to discuss a few more details of the steering committee and the project? My schedule is flexible, so just let me know what works best for you.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Mon, Apr 5, 2021 at 6:53 PM Madeleine Carey <mcarey@wildearthguardians.org> wrote:
I will not be available until 6 or 6:15 on the 13th, but other than that it should work.

MADELEINE CAREY
Greater Gila Guardian
She/Her/Hers

(505) 417-5893
www.wildearthguardians.org

On Mon, Apr 5, 2021 at 6:30 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
Hi Madeleine,

Thank you so much for your prompt response and willingness to be involved! We're looking at a pretty quick turnaround, with meetings April 13 and April 27, 5:30-7PM. Would that work for your schedule?

Thank you again,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Mon, Apr 5, 2021 at 4:40 PM Madeleine Carey <mcarey@wildearthguardians.org> wrote:
Hi Cheyenee,

I'd be happy to, provided my work schedule can accommodate the meetings.

Let me know what next steps are.

-MC

MADELEINE CAREY
Greater Gila Guardian
She/Her/Hers

(505) 417-5893
www.wildearthguardians.org

On Mon, Apr 5, 2021 at 4:31 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
Good afternoon Ms. Carey,

My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project.

We're working to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven. I was able to hear the comment you provided at the Governing Body meeting in February and you're very well-spoken and clearly understand the multi-faceted nature of these issues.

The commitment we're looking for is 2 - 90 minute meetings over the course of April, attendance at one of our demonstrations, and that you communicate back with your community regarding the project as we move forward. We're lacking representation for young people on the Committee currently and you seem to be an incredible fit.

Would you be willing to serve on our committee? Please feel free to call me at 913 653 5239 if you have any questions or would like more information.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Apr 12, 2021 at 1:32 PM
To: eleanordstevens@gmail.com

Hello Ms. Stevens,

I was just following up to see if you might be willing and available to serve on our Street Lighting Steering Committee. Please feel free to call me at 913 653 5239 if additional information would be helpful for your decision.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
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On Fri, Apr 9, 2021 at 7:11 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Good evening Ms. Stevens,
>
> My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project. I hope this email finds you well.
>
> I've been working with Public Works Director Regina Wheeler to put together a Steering Committee of leaders in the Santa Fe community who represent different interests and priorities so we can ensure our lighting design is truly community driven. It's vital that we have balanced representation to advocate for all voices across Santa Fe. Romella Moss-Glorioso, Staff Liaison of Bicycle and Trails, recommended you as an excellent potential candidate. She forwarded me your resume and it's very impressive!
>
> The commitment we're looking for is 2 - 90 minute meetings, the first being April 13 6-7:30PM MT virtually, via Zoom. I know this is somewhat last minute - my apologies. We're installing demonstration street lighting fixtures at five locations throughout the city that will be available mid-April and we'd ask that you attend at least one. Our second (final) meeting has not yet been scheduled, but the intention of the final meeting will be to reconvene after having had a month to engage with the subject and your fellow community members to make recommendations for a final design.
>
> Would you be willing to serve on this committee? Please feel free to call me if you have any questions or would like more information. I'll be available all weekend.
>
> Thank you in advance for your consideration!
>
> Respectfully,
>
> Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Sun, Mar 28, 2021 at 7:38 PM
To: Tom & Carlyn Jervis <Jervidae@cybermesa.com>
Cc: Jean-Christophe Florenson <jc.florenson@dalkiasolutions.com>

Good evening Tom,

Thank you for following up about this! In a moment, I'll send you a meeting invite for 10AM tomorrow via Google Meet, where you can either join via your computer or your phone.

I'm going to add our Vice President of Development, JC Florenson, who's one of the primary designers for this project to our conversation as well. We're looking forward to speaking with you.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
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On Sun, Mar 28, 2021 at 7:24 PM Tom & Carlyn Jervis <Jervidae@cybermesa.com> wrote:

> OK, do I come to you, Zoom, or what?
>
> Tom
>
> On Mar 26, 2021, at 2:11 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Hi Tom,
>
> Thank you very much for your response and interest. Would you be available Monday at 10AM for a meeting to discuss further?
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
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> On Fri, Mar 26, 2021 at 12:22 PM Tom & Carlyn Jervis <Jervidae@cybermesa.com> wrote:
>
> > Cheyenne,
> >
> > I am interested in serving on this committee with the understanding that there are no preconditions on the color temperature of the luminaires to be involved. I am am strongly in favor of the LED conversion and associated shielding, but have serious reservations about the color temperatures that have been mentioned in some of the preliminary information on this project.
> >
> > Tom Jervis
> > 988-1708
> >
> > On Mar 26, 2021, at 1:09 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> >
> > Good afternoon Mr. Jervis,
> >
> > My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project. Santa Fe's Director of Public Works, Regina Wheeler, provided me with your contact information.
> >
> > We're working to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven. The commitment we're looking for is 3 - 2 hour meetings over the course of the next 8 weeks, attendance at one of our demonstrations, and that you communicate back with your community regarding the project as we move forward.
> >
> > Would you be willing to serve on this committee? Please feel free to call me if you have any questions or would like more information.
> >
> > Thank you,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > m: (913) 653 5239
> > dalkiasolutions.com
> >
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Apr 12, 2021 at 5:44 PM
To: Tom & Carlyn Jervis <Jervidae@cybermesa.com>

Hi Tom,

Sorry for the delay and thank you for your patience. I will be sending out an introductory email to the Steering Committee this evening.

The condensed agenda is below and I will be sending out a more detailed version attached to the Zoom meeting invite:

1. Introductions – 30 minutes
2. Lighting Design Considerations Presentation and Discussion – 1 hour

The meeting will be facilitated by a professional third-party individual to ensure balance and equity throughout the discussions. Unfortunately, I can't put all the names of the Committee members in writing due to some of the vicious emails received by Mayor, Councilors, and Director Wheeler. We'll be very heavily protecting the identities of our Steering Committee members to keep everyone who's serving the City in this manner safe from some of the unfortunate backlash.

I'm looking forward to the first meeting tomorrow night. I will be sending a detailed email to the broader group this evening. If you have any additional questions, please let me know.

Thank you again for your willingness to serve on the Steering Committee on behalf of your fellow neighbors and community members to create the best possible lighting design for the City of Santa Fe.

Best,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Fri, Apr 9, 2021 at 9:21 AM Tom & Carlyn Jervis <Jervidae@cybermesa.com> wrote:

> Cheyenne,
>
> I t now appears that I will be able to attend the meeting on the 27th.
>
> Can you enlighten me on the agenda for our meeting on the 13th and on the other members of the committee?
>
> Tom Jervis

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Apr 7, 2021 at 10:11 AM
To: Ruth Hamilton <rhamilton505@gmail.com>

Hi Ruth,

Great! Yes, if you could pencil it in. The City will be sending out a Zoom link!

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
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On Wed, Apr 7, 2021 at 9:48 AM Ruth Hamilton <rhamilton505@gmail.com> wrote:

> Hi, Cheyenne,
> Yes and yes. Should I calendar 4.13?
>
> Ruth
>
> Sent from my iPad
>
> > On Apr 6, 2021, at 11:20 AM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> >
> > Hi Ruth,
> >
> > Yes, all are in MST and will be via Zoom. Would Thursday, April 29, or the following Tuesday, May 4, work for you instead?
> >
> > Thanks,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > m: (913) 653 5239
> > dalkiasolutions.com
> >
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> >
> > On Tue, Apr 6, 2021 at 10:15 AM Ruth Hamilton <rhamilton505@gmail.com> wrote:
> >
> > > Hi, Cheyenne,
> > > I can do 4.13 but not 4.27. That is the same time as the Southwest Santa Fe Advocates meeting, so Alba won't be able to attend, either.
> > >
> > > Are the times MST?
> > >
> > > Have a good week,
> > > Ruth
> > >
> > > Sent from my iPad
> > >
> > > > On Apr 6, 2021, at 11:11 AM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > > >
> > > > Good morning Ruth!
> > > >
> > > > I hope you had a nice weekend and a Happy Easter if you celebrate. Would April 13 and April 27, 5:30-7PM work for you for the steering committee meetings?
> > > >
> > > > Thanks,
> > > >
> > > > Cheyenne
> > > >
> > > > **Cheyenne Ernst**
> > > > Project Expeditor
> > > >
> > > > m: (913) 653 5239
> > > > dalkiasolutions.com
> > > >
> > > > **Formerly Groom Energy Solutions, LLC**
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> > > > *Please update your records with our new email format.*

On Wed, Mar 31, 2021 at 12:03 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Hi Ruth,

Thank you so much for your time yesterday, I really enjoyed speaking with you. I can't wait to work with you moving forward! I'm excited to have your representation for the South/southwest side.

I think engaging with the Southwest Santa Fe Advocates Group would be so awesome. I've got a couple of additions to your priority list:

Please rank your priorities for the LED street lighting conversion, 1 being highest priority:

___Safety/Security

___Crime Prevention

___Dark Sky Certification

___Cost-effectiveness

___Environmental conservation

___Minimal maintenance

___Other

If you can collect this type of feedback from your fellow group members, I would love to hear what they identify as priorities for this project.

I'm pouring over the media resources you sent me as well to develop a plan of action.

You're the best, Ruth!

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Tue, Mar 30, 2021 at 12:38 PM <rhamilton505@gmail.com> wrote:

Hi, Cheyenne,

Thank you for the awesome convo today! I'm thinking of connecting with my Southwest Santa Fe Advocates group to gauge their interest and priorities on the LED street light topic. We number seven members. Four of us serve on City committees and commissions and all of us participate because we are interested in advocating for Tierra Contenta and District 3 residents for quality of life issues.

My neighborhood, Tierra Contenta, is a master-planned community with a final build-out of 3,800 homes to be completed in the next 5 years. More than 2,500 houses and apartments have gone up in Tierra Contenta since sales began in 1996. Our registered voter penetration is the third largest in the City. The demographic mix is families and active retired folks. Our working residents work primarily in Santa Fe and in Los Alamos for the National Lab, about 50 miles away. We are a mix of long-time Santa Feans and folks who've moved here from all over the U.S. and the world.

Would it be useful to put together a survey for the Advocates asking for their interests and priorities? I'm thinking that I can bring their views to the meetings.

I'm thinking of asking them to rank their priorities from 1-10 of this list:

LED street lighting is important to me for in the following order:

___Safety

___Crime Prevention

___Dark Sky Certification

___Cost-effectiveness

___Minimal maintenance

___Other

What do you think? If this is a good exercise, what other topics should I include in this list?

Thank you, looking forward to working with you,

Ruth Hamilton

From: Ruth Hamilton <rhamilton505@gmail.com>
Sent: Monday, March 29, 2021 4:55 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: Re: Santa Fe LED Street Lighting Conversion Steering Committee

Yes, tomorrow at 11 works. Yes, 505.930.1337 is my number.

Looking forward to chatting,

Ruth

Sent from my iPad

> On Mar 29, 2021, at 4:06 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Hi Ruth,
>
> Hopefully the busy weekend was a nice one, too! Would 11AM tomorrow work for you? I can call you at 505.930.1337 if that's the best phone number, or if there's a better number to reach you, just let me know.
>
> I'm looking forward to speaking with you!
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
>
> dalkiasolutions.com
>
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On Mon, Mar 29, 2021 at 1:22 PM Ruth Hamilton <rhamilton505@gmail.com> wrote:

> Hi, Cheyenne,
>
> Yes, it was a busy one for me. Yes, I'm around today til 5 and anytime manana. Should we set up a time to connect?
>
> Ruth Hamilton
>
> Sent from my iPad
>
> > On Mar 29, 2021, at 12:37 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> >
> > Hi Ruth,
> >
> > Sorry the weekend slipped by us. Are you available to talk today or tomorrow?
> >
> > Thank you,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > m: (913) 653 5239

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On Fri, Mar 26, 2021 at 6:39 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> I am available on the weekends! The number I gave you is my personal cell phone. If you're available tomorrow morning, would 10AM work for you?
>
> Thanks,
>
> Cheyenne
>
> On Fri, Mar 26, 2021 at 6:19 PM Ruth Hamilton <rhamilton505@gmail.com> wrote:
>
> > Hi, Cheyenne,
> >
> > Are you around on the weekend for me to call or should I call I on Monday?
> >
> > Ruth
> >
> > Sent from my iPad
> >
> > On Mar 26, 2021, at 5:14 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> >
> > Hi Ruth,
> >
> > Thank you very much for your prompt response and your willingness to serve on our committee! We're grateful for your commitment to the city of Santa Fe and your fellow citizens. All three meetings will be in the evening, virtually, so it sounds like it should be okay.
> >
> > Could you give me a call at 913 653 5239 when you have a moment? I'm looking to discuss the committee details with you a bit more.
> >
> > Thank you,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > dalkia EDF GROUP
> >
> > m: (913) 653 5239
> >
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> >
> > On Fri, Mar 26, 2021 at 3:46 PM Ruth Hamilton <rhamilton505@gmail.com> wrote:
> >
> > > Hi, Cheyenne,
> > >
> > > Sure, I would be honored.

My transparency effort is that I am scheduled for jury duty beginning April 9 through June 25. I don't know if or when I will be called and for how many hours/days. I have to call in every Friday night during this time period to find out if I'm called for the next week. If your meetings are in the evening, this probably will not be an issue.

Please let me know how I should follow up with you. I look forward to helping figure out this challenge for Santa Feans.

Ruth Hamilton

505.930.1337

Sent from my iPad

> On Mar 26, 2021, at 1:48 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Good afternoon Ms. Hamilton,
>
> My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project.
>
> We're working to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven. The City Clerk, Kristine Bustos – Mihelcic, recommended you.
>
> The commitment we're looking for is 3 - 2 hour meetings over the course of the next 8 weeks, attendance at one of our demonstrations, and that you communicate back with your community regarding the project as we move forward.
>
> Would you be willing to serve on this committee? Please feel free to call me if you have any questions or would like more information.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
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--

Cheyenne Ernst

mobile: (913) 653-5239
email: cheyenne.ernst@dalkiasolutions.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 9, 2021 at 5:42 PM
To: Nancy Owen Lewis <lewis@sarsf.org>
Cc: "PFEIFER, JESSICA E." <jepfeifer@santafenm.gov>

This is great news! Thank you so much for your willingness to participate, Nancy. I'm looking forward to working with you! The City will be sending out a Zoom link for Tuesday's meeting.

If you have any questions over the weekend, please don't hesitate to reach out!

Have a great weekend.

Thank you again,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Fri, Apr 9, 2021 at 2:17 PM Nancy Owen Lewis <lewis@sarsf.org> wrote:

Dear Cheyenne,
I appreciate the information and would be willing to participate on the committee as a representative from the Public Safety Committe. I look forward to the first meeting, via Zoom, on April 13.

Best regards,
Nancy Owen Lewis

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Thursday, April 8, 2021 8:25 PM
To: Nancy Owen Lewis <lewis@sarsf.org>
Subject: Re: Santa Fe LED Street Lighting Conversion Steering Committee

Good evening Nancy,

Thank you so much for your response to my message! I'd be more than happy to provide some additional information.

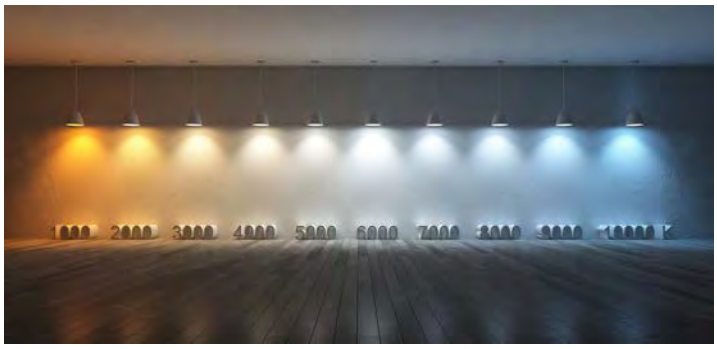
On February 24, the City of Santa Fe Governing Body approved a contract with Dalkia Energy Solutions to upgrade the existing city-owned street lights from high pressure sodium to LED technology. About 3,500 of the 5,000 street lights in Santa Fe are owned by the city. The balance are owned by PNM, who is going through their own process to upgrade their street lighting fixtures in accordance with the city. The contract was passed with the contingency of community engagement, to allow the residents of the City of Santa Fe to be fully involved in the process of the street lighting design and conversion process.

The primary factors for lighting design are energy consumption, light level output, the color of the lighting, and light pollution/trespass.

The current power consumption of the existing high pressure sodium lights is about 5.4 million kWh annually and the LED fixtures will consume about 2.2 million kWh annually, which is over 50% energy usage reduction. This is great progress for the City's sustainability goals. The lighting level of the existing high pressure sodium lights is actually below the recommendations set forth by the International Engineering Society, who publish guidelines for minimum standards for Roadway Lighting. The existing street lights have been grandfathered in, while the LED street lights being installed will actually meet the lighting level requirements for safe driving and pedestrian/bike travel.

The issue that has gained the most attention is the color temperature of the lighting, which is measured in Kelvins. Lights which have lower color temperature appear more orange, while lights with a higher color temperature appear more blue.

Here is a graphic to help explain visually. This graphic shows the range from 1,000K to 10,000K.



The existing high pressure sodium lights are around 2200K, and there are some folks concerned that installing a higher color temperature LED will provide a dramatic increase in blue light, and the impact this will have on the night sky and on human health. The fixtures Dalkia has evaluated so far for this project are 2700K, 3000K, and 4000K. For reference, an LED household light bulb for a lamp from a hardware store would be either 2700K or 3000K. LED technology operates with very high efficiency between 2700K and 5000K. These color temperatures have been extensively researched, tested, modeled, and utilized by communities for years, so the technology is much more refined. Unfortunately, lower color temperatures than 2700K have not had the same level of research because they're not as frequently used, so they don't capture the same energy savings, efficiency, or reliability as the others.

I've been working closely with the International Dark Sky Association (IDA) to try to get Santa Fe designated as an International Dark Sky Community through this project and policy changes at the city level, and the IDA has confirmed that a plan incorporating a range of 2700K to 4000K color temperatures I listed previously will be amenable to them and will actually improve the night sky in tandem with other factors explained below. In recent years, studies have displayed that excessive blue light can potentially be harmful to human health. While there is evidence to support that blue light can be harmful, the blue light impact of the computers, phones, TVs, and interior lighting in our homes plays a much larger role in the impact of blue light in our lives than street lights. But it is something we're taking into account, and suggesting to install 2700K in most or all residential areas.

The reliability of LED fixtures is significantly greater than that of the existing technology in Santa Fe. High pressure sodium lights average about 25,000 hours of use in their lifetime, while LED street lights average 100,000 hours of use. In congruence with the dramatic increase in reliability, all of the fixtures will be fitted with smart controls technology that allows for remote outage detection, guaranteeing better maintenance. Dalkia is contracted to resolve outages within 5 days, and only 3 days if it's more than one street light in succession. The smart technology will also allow for dimming of the light output of the fixtures, which is an important consideration from a night-sky and health perspective. For example, street lights on a quiet neighborhood street could be dimmed to 60% of their light level capacity during the quietest hours of the night. This allows for much sharper control of the environmental impact.

From a light pollution perspective, the existing street lights don't have what's known in the lighting world as "cut off", which essentially dictates how much light can spill upward & outward from a fixture. The fixtures we're evaluating are all "full cutoff," meaning they provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage without scattering light where it's unwanted, like up into the sky, or out into private property or house windows. Additionally, all the fixtures we're evaluating for installation all come with extra shielding options to further protect homeowners or community members in specific applications, should it be deemed necessary.

We're launching a website this weekend that contains the above information and more. The website also includes a community feedback form as well as a phone number, so anyone in the city can provide feedback or ask questions they may have.

All of that being said, Dalkia is working with the City of Santa Fe right now to assemble a Steering Committee of leaders throughout the various communities of Santa Fe to help inform our lighting design process. The Steering Committee's first meeting is April 13 6-7:30PM, where we'll be presenting information about various design considerations and strategies, and allowing the members of our committee to discuss their thoughts, concerns, and priorities. The meeting will be led by a third-party facilitator to ensure objectivity and equity in the discussion, and myself on behalf of Dalkia, Jamie Aranda on behalf of PNM, and Santa Fe's Director of Public Works, Regina Wheeler, will be available to answer questions or provide additional clarification if needed.

The following week, Dalkia will be opening five demonstration sites located throughout the city to the public, which will display the various design aspects of street lighting to allow everyone to get a tangible idea of how different designs will look in the city. It is asked that the Steering Committee members attend at least one of these demonstration sites. The second, final steering committee meeting will likely be the first week of May, where the Committee will convene to discuss their community findings, how the findings align with priorities, and come up with a set of recommendations for Dalkia to utilize to develop a Final Lighting Design Plan. On May 26th, Dalkia will present our Final Lighting Design Plan to the Governing Body for a vote. If it passes, the community-guided street lighting plan will be implemented shortly thereafter, with conversion of all existing street lights to LED technology within four months.

I know that's a lot of information, so please feel free to call me at 913 653 5239 - this is my personal cell phone, so call any time that's convenient for you. I read your biography on the School for Advanced Research website. With your background in anthropology, along with all the experiences you've had in other cities and communities doing research for your myriad publications, it seems as though you would bring a unique perspective to the Steering Committee that we don't currently have, which the whole community of Santa Fe would benefit from significantly.

If this is something you'd be willing to participate in, it would be greatly appreciated. I look forward to hearing from you.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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On Thu, Apr 8, 2021 at 12:53 PM Nancy Owen Lewis <lewis@sarsf.org> wrote:

Dear Cheyenne,
If you have information that you can share with me about this project, that would be helpful in making a decision. This subject has not been brought before the Public Safety Committe, which only met twice during the past year. Although I've been following it in the newspaper, I would welcome a chance to learn more about the conversion project and the issues involved. I look forward to hearing from you.

Best regards,
Nancy Owen Lewis
Public Safety Committee

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Thursday, April 8, 2021 10:29 AM
To: Nancy Owen Lewis <lewis@sarsf.org>
Subject: Re: Santa Fe LED Street Lighting Conversion Steering Committee

Good morning Dr. Owens Lewis,

I wanted to follow up to see if you'd be willing to serve on our committee as a representative on behalf of the Public Safety Committee. Please give me a call at 913 653 5239 if you have any questions.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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On Tue, Apr 6, 2021 at 4:03 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Good evening Dr. Owen Lewis,

My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project.

I've been working closely with Director of Public Works, Regina Wheeler, to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven. Jessica Pfeifer from the Santa Fe Police Department recommended you as representation from the Public Safety Committee. It will be immensely valuable to have a community leader who can advocate for the complex considerations of public safety in the context of the street lighting conversion.

The commitment we're looking for is 2 - 90 minute meetings, the first being April 13 6-7:30PM MT virtually, via Zoom. The second has not yet been scheduled. Additionally, we request attendance at one of our demonstration locations which will be available mid-April for several weeks.

Would you be willing to serve on this committee on behalf of Santa Fe's Public Safety Committee? Please feel free to call me if you have any questions or would like more information.

Thank you in advance for your time and consideration of this matter.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe LED Street Lighting Conversion Steering Committee

GERALD JOYCE <gejrmj@comcast.net> Wed, Apr 14, 2021 at 10:36 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

That's unfortunate. Although I am a member of the Public Safety Committee, I have a 30 year background in Project Management and Superintendence of large installations and retrofits of electrical distribution, lighting and P&ID Control systems. I had hoped to be of some use to the committee.

Regards,

Gerald E. Joyce

On 04/13/2021 4:12 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Hi Gerald,

I'm so sorry I never followed up with you! I greatly appreciate your willingness to participate on the Lighting Design Steering Committee. We had another representative from the Public Safety Committee respond on Thursday, so that individual will be taking the seat on the Lighting Design Steering Committee at this time. In the event this individual cannot participate in the following meeting, I will certainly let you know.

If you have any questions or feedback about the project, I'd love to engage with you as we continue with our community guided design process.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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On Tue, Apr 13, 2021 at 11:45 AM GERALD JOYCE < gejrmj@comcast.net> wrote:

Do you have the meeting ID yet?

On 04/08/2021 12:09 PM Cheyenne Ernst < cheyenne.ernst@dalkiasolutions.com> wrote:

Hello Mr. Joyce,

My name is Cheyenne Ernst and I'm one of the leaders of community engagement for Santa Fe's LED Street Lighting conversion project.

I've been working closely with Director of Public Works, Regina Wheeler, to put together a steering committee of individuals in the community who represent different interests so we can ensure our lighting design is truly community driven. Jessica Pfeifer from the Santa Fe Police Department recommended you as potential representation from the Public Safety Committee. It will be immensely valuable to have a community leader who can advocate for the complex considerations of public safety in the context of the street lighting conversion.

The commitment we're looking for is 2 - 90 minute meetings, the first being April 13 6-7:30PM MT virtually, via Zoom. The second has not yet been scheduled. Additionally, we request attendance at one of our demonstration locations which will be available mid-April for several weeks.

Would you be willing to serve on this committee on behalf of Santa Fe's Public Safety Committee? Please feel free to call me if you have any questions or would like more information.

Thank you in advance for your time and consideration of this matter.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Santa Fe Street Lighting Steering Committee

rdellenberg@gmail.com <rdellenberg@gmail.com> Wed, Apr 7, 2021 at 10:21 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

That would be good. For a demonstration I think the foot of Upper Canyon would work. For lights there is Canyon Road and Pacheco for a smaller street. Reasonably open for parking, It would be nice if the park could stay open after dark for this or the Church It is accessible from several neighborhoods.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Wednesday, April 7, 2021 11:13 AM
To: rdellenberg@gmail.com
Subject: Santa Fe Street Lighting Steering Committee

Hi Richard,

Thank you for your willingness to serve on our Steering Committee for the street lighting conversion project. Would Tuesday April 13 6-7:30PM work for you for our first meeting?

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Seeking community representatives to street light project

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, Mar 29, 2021 at 10:58 AM
To: "TUCKER, MARIA E." <metucker@santafenm.gov>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Hi Maria,

We're in the process of building out our lighting design steering committee. Do you know anyone who might be a good representative for our committee to provide perspective from schools or educators?

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Mon, Mar 15, 2021 at 7:46 AM TUCKER, MARIA E. <metucker@santafenm.gov> wrote:

Great, our Library patrons are a diverse group of community members.
Maria

Maria Sanchez-Tucker
Library Division Director
Santa Fe Public Library
Office: (505)955-6788 Mobile (505-490-3372)
145 Washington Ave. Santa Fe, NM 87501
metucker@santafenm.gov

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

Tinwork by Jimmy Romero

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Monday, March 15, 2021 8:43 AM
To: TUCKER, MARIA E. <metucker@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: Re: Seeking community representatives to street light project

That would be great Maria! We'll work something up to post and invite participation.

Thank you!
Regina

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: TUCKER, MARIA E. <metucker@santafenm.gov>
Sent: Monday, March 15, 2021 7:09:25 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Seeking community representatives to street light project

Regina
If you send us any info we can post to Library social media. I will also think of other groups that we can possibly involve.
Thank you
Maria

Maria Sanchez-Tucker
Library Division Director
Santa Fe Public Library
Office: (505)955-6788
145 Washington Ave. Santa Fe, NM 87501
metucker@santafenm.gov

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Sunday, March 14, 2021 10:37:58 PM
To: RINALDI, EUGENE A. <earinaldi@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; ROYBAL, ELIZABETH J. <eroybal@santafenm.gov>; CALE, ANNA X. <axcale@santafenm.gov>; SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>; BRANCH, CAROL J. <cjbranch@santafenm.gov>; SHARPE, ISABELLA L. <ilsharpe@santafenm.gov>; MIHELCIC, KRISTINE M. <kmmihelcic@santafenm.gov>; HERNDON, DAVID A. <daherndon@santafenm.gov>; PADILLA, ANDREW A. <aapadilla@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; CORREIA, NOEL P. <npcorreia@santafenm.gov>; BACA, MARK D. <mdbaca@santafenm.gov>; BURNETT, SAM <jsburnett@santafenm.gov>; OCHOA, KYRA R. <krochoa@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; LADD, ALEXANDRA G. <agladd@santafenm.gov>
Subject: Seeking community representatives to street light project

Hi everyone,

We are activating community engagement in our street light LED conversion project. We want to include voices from all perspectives, seniors, youth, schools, community groups, public safety groups, south side, midtown, businesses. We have lots of dark sky representation engaged, but no one else.

We plan to have demonstration streets where people can go experience the different levels and colors of lighting. We'll have some community discussions and we're building a steering committee.

Any contacts you could provide for community groups to engage or individuals that could serve on the steering committee would be appreciated!

I've including Cheyenne Ernst with our street light contractor who is leading our public engagement effort.

Regina

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Representative from Mayor's Committee on Disability (MCD)

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Apr 7, 2021 at 2:47 PM
To: "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>, hope reed <hopereed33@gmail.com>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "ROSADO, JAVIER H." <jhrosado@santafenm.gov>, "Bleck, Aurore" <laurore_borealis@yahoo.com>

Thank you so much for introducing Hope, Tom!

Hope,

We greatly appreciate your willingness to serve on our street lighting steering committee. It will be immensely valuable to have representation from the Mayor's Committee on Disability. Would you have time for a brief phone call tomorrow or Friday to discuss a bit further? Please let me know what would work best for you.

I'm looking forward to speaking with you, and thank you again.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkia EDF GROUP

m: (913) 653 5239

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On Wed, Apr 7, 2021 at 8:23 AM GRAHAM, THOMAS M. <tmgraham@santafenm.gov> wrote:

> Hello Cheyenne,
>
> Hope Reed (hopereed33@gmail.com, 505-231-4043) from the MCD has volunteered to commit to: 3 **virtual** meetings over the course of the next 8 weeks:
>
> - April 13 5:30-7PM
> - April 27 5:30-7PM
> - May 26 Governing Body attendance for this agenda item
>
> They also ask that the representative attend one of their demonstration sites, which will be up mid-April and available for several weeks.
>
> Thank you,
> **Tom Graham, AIA, ADAC, CASp, NCARB**
> **ADA Coordinator**
> Public Works Department - Engineering Division
> 500 Market Street, Suite 200
> Santa Fe, New Mexico 87504-0909
> Office: (505) 955-6654
> Cell: (505) 629-7264
> tmgraham@santafenm.gov
>
> **WE ARE**
> **#AllTogetherSantaFe**
> http://www.alltogethersantafe.org
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Streetlight Steering Committee

Bridget Dixson <bridget@santafechamber.com> Thu, Apr 15, 2021 at 12:39 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Good afternoon,

Sorry about the delay in getting back to you. The chamber is in the process of moving to a new location, so I'm little backed up on emails.

I would be interested in participating in the steering committee.

Thank you,

Bridget Dixson, IOM

President and CEO

Santa Fe Chamber of Commerce

1644 St. Michael's Drive, Santa Fe, NM 87505

Office: 505 988-3279 ext 102

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From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Monday, April 5, 2021 12:55 PM
To: Bridget Dixson <bridget@santafechamber.com>
Cc: Aranda, Jamie <Jamie.Aranda@pnmresources.com>
Subject: Re: Streetlight Steering Committee

Hello Bridget,

Thank you for your consideration of this important project for this City of Santa Fe. As Jamie mentioned, I'm one of the leaders of community engagement for the City of Santa Fe's LED Street Lighting conversion project.

I've been working with Director of Public Works, Regina Wheeler, to put together a steering committee of individuals in the community who represent the broad and diverse interests of Santa Fe, so we can ensure our lighting design is truly community driven. Having someone from the Chamber of Commerce to represent the business perspective would be extremely valuable.

The commitment we're looking for is 2 - 90 minute virtual meetings over the course of the April, attendance at one of our demonstrations, and communication back and forth with your community regarding the project as we move forward.

Would you be willing to recommend someone? Please feel free to call me with any questions.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Thu, Apr 1, 2021 at 2:35 PM Aranda, Jamie <Jamie.Aranda@pnmresources.com> wrote:

> Hi Bridget,
>
> I hope you are doing well! I am sure you have read/heard about the streetlight conversion project the City is leading. Before the actual conversion begins, the City will be conducting a community engagement and planning phase to ensure all communities within Santa Fe have an opportunity to provide input on the final strategy. With that being said, the steering committee is looking for a representative from the business community. We would greatly appreciate your recommendation for a Santa Fe business community representative to serve on the streetlight steering committee.
>
> I have included Cheyenne Ernst with Dalkia (the City's contractor for the project), who will provide you with more information about the time commitment, expectations, and any other information you might need to make a recommendation. Cheyenne is largely leading the community engagement efforts and will be the primary contact for the project, but feel free to reach out to either/both of us for any specific details.
>
> Thank you for your help with this and I hope to see you soon!
>
> Jamie Aranda
>
> Local Community Manager, Northern NM
>
> PNM Resources
>
> Santa Fe, NM
>
> jamie.aranda@pnmresources.com
>
> 505.920.6933

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Suggestions for community representatives to street light project

SHARPE, ISABELLA L. <ilsharpe@santafenm.gov> Mon, Mar 22, 2021 at 8:47 AM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hi Regina,

They are our #1 advocates for the City. They literally report anything and everything to Constituent Services.

Ruth and Alba are from the Southside – Nava Ade area, really wonderful ladies to work with.

Bob and Dan ride their pedal bikes all around town and take pictures of everything single thing they see from graffiti, to potholes, tree branches, shopping carts, even glass on the road, you name it and they report it. I think they would be really good people to have as they have valuable opinions and try to make an effort to make Santa Fe a better place.

Izzy

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Monday, March 22, 2021 9:28 AM
To: SHARPE, ISABELLA L. <ilsharpe@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: RE: Suggestions for community representatives to street light project

Hello Izzy,

Can you please tell us what constituency each person you suggested is with? For instance are they southside, seniors, educators, etc.?

Thank you!

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: WHEELER, REGINA A.
Sent: Thursday, March 18, 2021 12:19 PM
To: SHARPE, ISABELLA L. <ilsharpe@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: Suggestions for community representatives to street light project

Thank you Izzy and Kristine for these contacts!

Izzy, can you add a note about what constituency each person represents in the list below?

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: SHARPE, ISABELLA L. <ilsharpe@santafenm.gov>
Sent: Thursday, March 18, 2021 10:44 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: RE: Seeking community representatives to street light project

Ruth Hamilton - rhamilton505@gmail.com

Alba Blondis - ablondis@gmail.com

Bob Novak - bobnovak74@alumni.nd.edu

Dan Frazier - dan@lifeweaver.com

From: MIHELCIC, KRISTINE M. <kmmihelcic@santafenm.gov>
Sent: Thursday, March 18, 2021 10:03 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; SHARPE, ISABELLA L. <ilsharpe@santafenm.gov>
Subject: RE: Seeking community representatives to street light project

Regina,

We came up with a few names – all are very engaged constituents.

Ruth Hamilton

Alba Blondis

Bob Novak

Dan Frazier

Best,

Kristine Bustos – Mihelcic (mi-hel-sick)

City Clerk / Director of Community Engagment

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Sunday, March 14, 2021 10:38 PM
To: RINALDI, EUGENE A. <earinaldi@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; ROYBAL, ELIZABETH J. <eroybal@santafenm.gov>; CALE, ANNA X. <axcale@santafenm.gov>; SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>; BRANCH, CAROL J. <cjbranch@santafenm.gov>; SHARPE, ISABELLA L. <ilsharpe@santafenm.gov>; MIHELCIC, KRISTINE M. <kmmihelcic@santafenm.gov>; HERNDON, DAVID A. <daherndon@santafenm.gov>; PADILLA, ANDREW A. <aapadilla@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; CORREIA, NOEL P. <npcorreia@santafenm.gov>; BACA, MARK D. <mdbaca@santafenm.gov>; BURNETT, SAM <jsburnett@santafenm.gov>; OCHOA, KYRA R. <krochoa@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; LADD, ALEXANDRA G. <agladd@santafenm.gov>
Subject: Seeking community representatives to street light project

Hi everyone,

We are activating community engagement in our street light LED conversion project. We want to include voices from all perspectives, seniors, youth, schools, community groups, public safety groups, south side, midtown, businesses. We have lots of dark sky representation engaged, but no one else.

We plan to have demonstration streets where people can go experience the different levels and colors of lighting. We'll have some community discussions and we're building a steering committee.

Any contacts you could provide for community groups to engage or individuals that could serve on the steering committee would be appreciated!

I've including Cheyenne Ernst with our street light contractor who is leading our public engagement effort.

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Invitation to view 2000 Kelvin commercial installation

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Tue, Apr 20, 2021 at 6:31 AM
To: rdellenberg@gmail.com
Cc: David Carr <davidacarraia@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, Eric Gent <ericgent33@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, hope reed <hopereed33@gmail.com>, Ken Hughes <b1family@icloud.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, Alba Blondis <ablondis@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, lucygent@gmail.com, Madeleine Carey <mcarey@wildearthguardians.org>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>

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Please let me know if you have any questions.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

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>
> Richard D. Ellenberg
>
> rdellenberg@gmail.com
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> 505 699 9158
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> 1714 Canyon Road
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> Santa Fe, NM 87501-6140

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pslipscomb@gmail.com <pslipscomb@gmail.com> Tue, Apr 20, 2021 at 9:53 AM
To: rdellenberg@gmail.com, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: David Carr <davidacarraia@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, Eric Gent <ericgent33@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, hope reed <hopereed33@gmail.com>, Ken Hughes <b1family@icloud.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, Alba Blondis <ablondis@gmail.com>, lucygent@gmail.com, Madeleine Carey <mcarey@wildearthguardians.org>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>

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Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

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To: rdellenberg@gmail.com
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Invitation to view 2000 Kelvin commercial installation

Tom & Carlyn Jervis <Jervidae@cybermesa.com> Tue, Apr 20, 2021 at 12:57 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: Richard Ellenberg <rdellenberg@gmail.com>, David Carr <davidacarraia@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, Eric Gent <ericgent33@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, hope reed <hopereed33@gmail.com>, Ken Hughes <b1family@icloud.com>, Alba Blondis <ablondis@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, lucygent@gmail.com, Madeleine Carey <mcarey@wildearthguardians.org>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>

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dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

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rhamilton505@gmail.com <rhamilton505@gmail.com> Tue, Apr 20, 2021 at 1:02 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: David Carr <davidacarraia@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, Eric Gent <ericgent33@gmail.com>, hope reed <hopereed33@gmail.com>, Ken Hughes <b1family@icloud.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, Alba Blondis <ablondis@gmail.com>, lucygent@gmail.com, pslipscomb@gmail.com, Madeleine Carey <mcarey@wildearthguardians.org>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, rdellenberg@gmail.com

Hi, Cheyenne,

Over the weekend, I listened to all of the City committee and governing body meetings where the lighting project was agendized and/or discussed. It took time, but was very helpful to me.

A suggestion:

In the governing body meeting when Regina Wheeler made her formal presentation, she mentioned that the demonstration lighting events will have QR codes for constituents to scan and get info on the lights. The Councilors expressed concern that this isn't an inclusive way to gather feedback. I heartily agree and urge you to ensure that each site has written info that is easily legible after dark in (hopefully) low light, as well. As a person who learns best by seeing and listening, I'm glad that there will also be informed representatives at each site, too.

Thank you for your consideration,

Ruth Hamilton

Member, Lighting Task Force

Member, Southwest Santa Fe Advocates

From: pslipscomb@gmail.com <pslipscomb@gmail.com>
Sent: Tuesday, April 20, 2021 10:54 AM
To: rdellenberg@gmail.com; 'Cheyenne Ernst' <cheyenne.ernst@dalkiasolutions.com>
Cc: 'David Carr' <davidacarraia@gmail.com>; 'Nancy Owen Lewis' <lewis@sarsf.org>; 'Eric Gent' <ericgent33@gmail.com>; 'Ruth Hamilton' <rhamilton505@gmail.com>; 'hope reed' <hopereed33@gmail.com>; 'Ken Hughes' <b1family@icloud.com>; 'Tom & Carlyn Jervis' <Jervidae@cybermesa.com>; 'Alba Blondis' <ablondis@gmail.com>; lucygent@gmail.com; 'Madeleine Carey' <mcarey@wildearthguardians.org>; 'Aranda, Jamie' <Jamie.Aranda@pnmresources.com>
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GARCIA, MICHAEL J. <mjgarcia@santafenm.gov> Tue, Apr 20, 2021 at 6:38 PM
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Greetings Tom and Carlyn,

Thank you for this update, I really appreciate it. I requested to Public Works Director Regina Wheeler that we incorporate 2000k lighting into the demonstration process but unfortunately that request was not accommodated. Please do not hesitate to reach out should I be of any assistance.

Be well,

Mike

Michael J. Garcia

City Councilor, District 2

Email: mjgarcia@santafenm.gov

Office: (505)955-6816

Cell: (505)469-7488

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[Quoted text hidden]

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

LED Conversion Info and Comments from David Carr, AIA

David Carr <davidacarraia@gmail.com> Wed, Apr 28, 2021 at 3:35 PM
To: rawheeler@santafenm.gov, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, Madeleine Carey <madeleine.carey@gmail.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, Ken Hughes <b1family@icloud.com>, Nancy Owen Lewis <lewis@sarsf.org>, Alba Blondis <ablondis@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, hope reed <hopereed33@gmail.com>, Lucy Gent Foma <lucygent@gmail.com>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Eric Gent <ericgent33@gmail.com>

This may be more information than anyone is interested in, but want to provide my comments, concerns and research.

Attached is my written information and specifications and other literature on the proposed LED street lights.

David A. Carr, AIA
3411 Via Magdalene
Santa Fe, NM 87507
(505)-603-0047
davidacarraia@gmail.com

11 attachments

- **DCarr LED Light Demo Notes 042821.pdf** 67K
- **atbx.pdf** 908K
- **atbx_fao.pdf** 175K
- **atbm_fao_module.pdf** 187K
- **atbm.pdf** 614K
- **autobahn-dualoptix-brochure.pdf** 1024K
- **atbxsml-family-brochure.pdf** 2903K
- **DTL dsn.pdf** 297K
- **dpn124 partnight.pdf** 386K
- **in-402.pdf** 447K
- **in-306.pdf** 427K

David A. Carr, AIA
3411 VIA MAGDALENE
SANTA FE, NEW MEXICO 87507
(505)-603-0047 (C)
davidacarraia@gmail.com

April 28,2021

This is my initial reaction to the LED Street Lighting Demonstration Project with criticism and observations regarding the LED Street Lighting Demonstration project initiated on 4/23/21.

I feel that there was a clear lack of Communication by City/Dalkia regarding the demonstration project. There was no information provided regarding the parameters of the demonstration project. I had requested information regarding the technical information on luminaires, lumens, color temp etc. prior to the 23rd. At least one other working group member had requested similar information.

The response that I received late afternoon of the 23rd, was that "...color temperature, to reduce subconscious biases, the community guided design demonstrations are based on the blind-experiment methodology to encourage unbiased assessment" and there would be different luminaires with different color temperatures at the different sites.

As far as I know, this information was not provided to the other working group members.

There was no additional information provided if each luminaire at each demonstration site was the same lumen output for each luminaire with different color temperatures. There was also no information provided that there would be no shielding or refractors were installed. There was not information provided ahead of time that the poles would be numbered with QR codes to allow input of comments, but no information on the type of luminaire installed. I did find out from the city traffic engineer at the Jaguar site that the luminaires at Jaguar were 15,00 lumens at 118 watts input, all the same color temperature; 3,800 lumens at various color temperatures on Governor Miles Rd and 21,000 lumens at various color temperatures at St. Michaels Dr.

I visited all the sites on April 23rd, but could not make a determination as to the differences in color temperature or lumens between luminaires. I followed up during the day on Monday the 26th and Tuesday the 27th to better understand the type of fixture and installation.

On the 26th I re-visited the Frenchy's and St. Michaels sites. The lights at Frenchy's were operational and I was able to make a better-informed observation (See comments below). The street lights on the east side (KIA Dealership side) of St. Michaels were not operating. It appeared that the entire circuit with the LED's was out including the existing HPS.

I sent an email to Cheyenne and Regina Tuesday morning notifying them that the St. Michaels lights were not operational. I received a response that it would be looked into, but didn't receive a response as of Tuesday evening as stated.

I also went to the Jaguar Dr. and Gov. Miles Rd. demonstration sites to do a follow-up the night of the 27th and they were also not operating. I swung by the Frenchy's site on my way home and they were also not operating. This is in addition to the lights on St. Michaels not in operation on Monday night. The lights at Frenchy's were operational on Monday night.

The website specifically states that "The demonstrations will be available through May 10."

I want to preface my comments regarding the color temperature that I am red-green color deficient which affects how I see color. I also had cataract surgery after which I find glare, particularly from street lights and on-coming car headlights an issue. Medical and color blindness issues should also be considered. See more information below.

1. Frenchy's Field (Agua Fria & Osage) Local roadway

   Initial reaction on 4/23/21 was that all the lights color and brightness seemed to be the same. The demonstration street light poles were labeled 1 thru 6, (1-3 west of Osage and 4-6 east of Osage).

   Information provided by City staff indicated that each light had a different color temperature (all appeared to be same color to me). I did not get a specific answer if each luminaire was the same lumen output. There was no shielding, lenses or refractors provided on the fixtures which caused glare and increased footcandle (fc) at the roadway from adjoining parking lot lights. Each luminaire has three LED "light engines" or "drivers".

   The adjacent 5,000K lights west of Osage on Agua Fria do not appear to have any shielding (see attached photo) and contributed to increased fc with the demonstration lights.

   It would help to know the height of existing street light poles.

   I revisited Frenchy's on the night of 4/26 with the following observations:

   #1 was the least bright, with "yellow" color temperature
   #2 was brighter than #1, with "yellow" color temperature, probably my preference for good visibility while driving and for safety while walking.
   #3, good light for feeling of security while waiting per my wife
   #4 medium brightness, with "blue" color temperature
   #5 Brightest of all the lights, with "blue" color temperature
   #6 least bright of the "blue" color temperature luminaires

   The luminaires at Frenchy's appear to be AEL ATBM Autobahn Roadway. The sticker on each light indicates 118 input watts which translates to the P30 Performance Package. As mentioned above no light shields or refractors were installed. The options available include DualOptix Visual Comfort VR (this option does not provide zero uplight performance), Drop Down Refractor, Light Trespass Shield, and House Side Shield, and an available Field Adjustable Module option, adjusts light output and input wattage to meet site specific requirements allowing single fixture configuration to be flexibly applied in many different applications.

   See attached specifications, options and general information for the ATBM fixture.

   Per ATBM Performance Package table:

   3K (3000K CCT, 70 CRI)
   Distribution R2 = 14,637 Lumens
   Distribution R3 = 14,631 Lumens

   4/5K (4000/5000K CCT, 70 CRI)
   Distribution R2 = 15,514 Lumens
   Distribution R3 = 15,452 Lumens

   A note under Standards on the spec sheet state: "Color temperature of </= 3000K must be specified for International Dark-Sky Association certification."

2. Jaguar Dr. (between Paseo del Sol and Ave Contenta

   Jaguar Drive is a local roadway with four street lights labeled 3 thru 16, all on north side of street with HPS on south side of street. The street lights alternate along the roadway from one side of street to the other). Per the traffic engineer all luminaires are15,000 lumens (118w). Luminaires have three LED "drivers". The explanation of installing all the LED street lights on one side of street was to be able to see difference between LED and HPS luminaires. The same issue with glare and overlap of the fc's between LED and HPS made it difficult to determine the LED color temperature. (This may change when the lights are turned back on and I can revisit the site). A better demonstration would have been to install two LED street lights on each side of the roadway to get better feel of lighting over the entire width. The comparison between LED and HPS can be achieved at both ends of the demo area. Each luminaire has three LED "light engines" or "drivers".

   Product Overview

   The street lights appear to be AEL ATBM Autobahn Roadway luminaire. The sticker on each light indicates 118 input watts which translates to the P30 Performance Package. As mentioned above no light shields or refractors were installed. The options available include DualOptix Visual Comfort VR (this option does not provide zero uplight performance), Drop Down Refractor, Light Trespass Shield, and House Side Shield, and an available Field Adjustable Module option, adjusts light output and input wattage to meet site specific requirements allowing single fixture configuration to be flexibly applied in many different applications.

   See attached specifications, options and general information for the ATBM fixture.

   3K (3000K CCT, 70 CRI)
   Distribution R2 = 14,637 Lumens
   Distribution R3 = 14,631 Lumens

   4/5K (4000/5000K CCT, 70 CRI)
   Distribution R2 = 15,514 Lumens
   Distribution R3 = 15,452 Lumens

   A note under Standards on the spec sheet state: "Color temperature of </= 3000K must be specified for International Dark-Sky Association certification."

3. St. Michaels Drive (West of 5th St) Major Roadway

   St. Michaels Dr. is a major thoroughfare with six street lights labeled 7 thru 12, three on the north side and three on the south side of the street. Information provided by City traffic engineer indicated that each light had a different color temperature (all appeared to be same color to me) but were 21,000 lumens. There was no shielding or refractors provided on the fixtures. Luminaires have three LED "drivers".

   My initial reaction on 4/23/21 was that there was too much fc overlap from the adjacent businesses, particularly the KIA dealership, Burger King and Sonic. I couldn't make a determination as to the color temperature or brightness differences between luminaires. (This may change when the lights are turned back on and I can revisit the site.) A better demonstration would have been to install the LED street lights farther up St. Michaels drive with businesses with less exterior lighting to get better feel of lighting along the street.

   It would help to know the height of existing street light poles.

I revisited the demonstration site on 4/26. I reconfirmed that there is still too much overlap of fc on the roadway from adjacent businesses, particularly KIA dealership and Sonic. The street lights on the north side (KIA dealership side) were not operating. It appeared that an entire circuit was not operating including existing HPS fixtures.

The luminaires at St. Michaels Dr. appear to be AEL ATBM Autobahn Roadway. The sticker on each light indicates 190 input watts which translates to the P70 Performance Package. As mentioned above no light shield, or refractors were installed. The options available include DualOptix Visual Comfort VR (this option does not provide zero uplight performance), Drop Down Refractor, Light Trespass Shield, and House Side Shield, an optional Field Adjustable Module, adjusts light output and input wattage to meet site specific requirements allowing single fixture configuration to be flexibly applied in many different applications.

See attached specifications, options and general information for the ATBM fixture.

Per Performance Package table:

3K (3000K CCT, 70 CRI)
Distribution R2 = 20,190 Lumens
Distribution R3 = 20,142 Lumens

4/5K (4000/5000K CCT, 70 CRI)
Distribution R2 = 21,585 Lumens
Distribution R3 = 21,504 Lumens

A note under Standards on the spec sheet state: “Color temperature of </= 3000K must be specified for International Dark-Sky Association certification.”

4. Governor Miles Road (West of Camino Carlos Rey) Residential Roadway

Governor Miles Rd is a residential roadway with six fixtures provided on the south side of the street labeled 17 - 22. Per the traffic engineer the all the luminaires are residential 3,800 lumen luminaires with various color temperatures. There was no shielding or refractors provided on the fixtures. Each luminaire has a single LED “light engine” or “driver”.

Initial reaction provided ability to see the contrast between the LED and HPS “white” vs. “yellow” light.

17 seemed to be the brightest “white”
#20 was more “yellow” and seemed to be the least bright but when walking across the intersection the luminaire was angled at the opposite corner of the intersection and was brighter.
#22 appeared to be “yellow” and the least bright (Need to re-verify)
My preference is the “yellow” color at a lower lumen output vs. “white” color. The “white” luminaires have more glare associated with them.

The street lights appear to be AEL ATBX Autobahn Roadway & Security Lighting luminaire. Sticker on each light indicates 28 input watts translates to P40 Performance Package. As mentioned above no light shields or refractors were installed. The options available include DualOptix Visual Comfort VR (this option does not provide zero uplight performance), Drop Down Refractor, Light Trespass Shield, and House Side Shield, and an available Field Adjustable Module option, adjusts light output and input wattage to meet site specific requirements allowing single fixture configuration to be flexibly applied in many different applications.

Per Performance Package table:

3K (3000K CCT, 70 CRI)
Distribution R2 = 3,603 Lumens
Distribution R3 = 3,705 Lumens

4/5K (4000/5000K CCT, 70 CRI)
Distribution R2 = 3,790 Lumens
Distribution R3 = 3,890 Lumens

A note under Standards on the spec sheet state: “Color temperature of </= 3000K must be specified for International Dark-Sky Association certification.”

5. Available AEL Lighting Controls:

   AEL has an onboard Field Adjustable Module with that provides (8) different settings to adjust the light output and input wattage from 100% down to approximately 35% to meet site specific requirements, allowing a single fixture. (See attached chart)

   Question: Were any of the luminaires field adjusted for the demonstration sites given that 3K, 4K and 5K options only available per spec data.

   Autobahn Control Options: “Itron® ready” DSN smart city network node to control on/off/dimming. Will this be a part of Dalkia plan to monitor lighting including auto detection failures?

   DTL Dark to Night DSN 127/347/480 Remote on/off/dimming, optional GPS determines and reports coordinates

   DPN Part-Night Series turns on at dusk and off halfway through night but is not approved for LED fixtures. Is there an approved option available that is approved for LED fixtures.

6. Other observations while driving from one demonstration site to the other

   I have lived on W. Alameda for almost 28 years. While driving Gov. Miles Rd. where there are sections with no street lights, I realized that there have been no street lights between Calle Nopal (except for two to west of Calle Nopal and one at High Road Intersection) and W Alameda and the Siler Rd roundabout all those years. We’ve been living with no street lights for 28 years without a problem. This is probably because that portion of W. Alameda was in the County until the recent annexation into the City. I’m good with it remaining that way.

   I also noticed that Ortiz Middle School on Jaguar Dr, and the new Milagro School parking lot lighting appears to have no shielding and are of high color temperature (4K to 5K) and high lumens. The glare, color temperature and lighting levels were discerning. Both schools had the lights on between 9 – 10 PM with no activities taking place. This may be a security issue. Also noticed when revisiting St. Michaels during the day on Sunday the 25th that the lights were still on around 11 AM at Milagro School.

7. Suggestions:

   I think it is important that any deviation to the information presented on the website be communicated immediately in order to provide the citizens of Santa Fe (as well as the working group) to be able to have enough opportunity to review, evaluate and provide input for replacing the street lighting luminaires.

I have made a request that the May 10th deadline be extended on a day-to-day basis until the demonstration sites are again operational. I would also request that the proposed presentation and vote by the City Council be delayed to the following meeting due to the working group and citizens not being able to view, evaluate and provide comments per the information provided on the website. I think the additional time will be required to receive comments and for the working group to adequately come to a recommendation. This appears to be addressed in the 4/28/21 email from Regina Wheeler.

Once consensus reached on color temperature and lumen output at each demonstration site, I suggest that the DualOptix Visual Comfort VR, Drop Down Refractor, Light Trespass Shield, and House Side Shield options be installed for evaluation.

Determine if all streets particularly in residential areas really need to have street lights. Possibly only providing lights at intersections?

We may want to suggest that the City and Santa Fe Public Schools work together to address lighting issues at the public schools, particularly the parking lots such as putting the lights on dimmers or turning off when not necessary. Same with businesses, particularly car dealerships. Haven't been out past midnight to know if lights are on dimmers. This is something to discuss, particularly if Santa Fe want to be an International Dark-Sky Association city.

8. Information from my discussion with an Electrical Engineer with a major mechanical and electrical engineering firm in Albuquerque who I have worked with for over 30 years. He has designed street lighting projects all over New Mexico and the southwest region.

   Consider the EPA rating for the fixtures being attached to existing poles. EPA deals with the turning motion, size and design, wind load when replacing luminaires. He did not think this would be an issue with the AEL Cobra Head fixtures.

   The color temperature of 3000K not as yellow or blue, and his experience is that 3000K luminaires makes most people happy. Color temperatures of less than 3000K can change the color of oncoming vehicles.

   Confirmed that LED's affect people who have had cataract and LASK surgery, 5000K is the worst. For older individuals it takes longer for eyes to to adjust to abrupt changes in lighting levels.

   With the possible of the networking of the street lighting it will be possible for police offices to call central command to have dimmed or off lights turned back on when necessary.

   Sensors, can be set to reduce to 50% after 10 PM or midnight Also can be turned off completely. He suggested for parking lots, that individual photo sensors be installed lights versus one sensor on a series of lights avoid all lights going out instead of just one if there is a failure. This is not an issue if the lights are networked to detect failures as it seems to be the case for the proposed lighting contract.

   The night sky regulations require that light be kept on property. This can be accomplished by physical shielding or proper specification of the LED's. They can be specified to be zero, 5%, 10% etc backlight. Zero percent backlight is not recommended at sidewalks in order to light the sidewalks for safety.

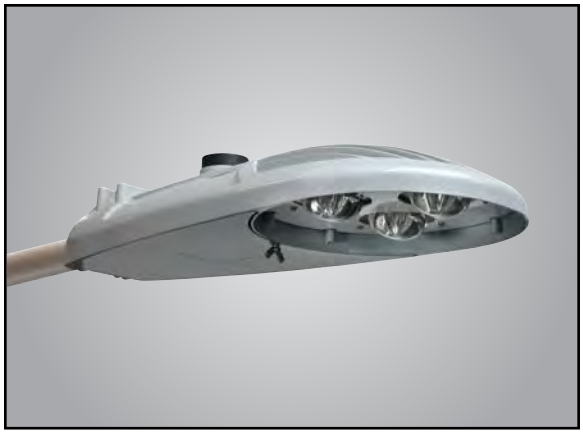
   Refractors work well to diffuse light and avoid glare. LED's are point sources vs diffused light with HPS and other types of lamps. LED's need to aimed correctly to achieve the correct spread or pattern at road surface.

Business insurance companies require fc levels often higher than night sky requirements for safety reasons. An example is Wal-Mart who's insurer requires 4 fc versus 2 fc per most city requirements.

Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

Autobahn Series ATBM
Roadway

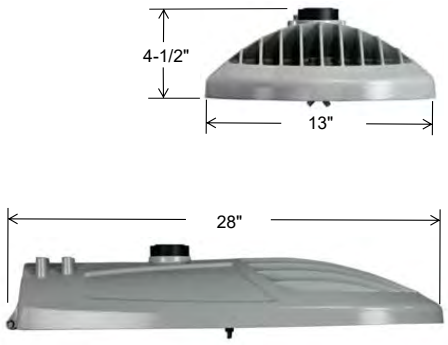
PRODUCT OVERVIEW



Applications:

Residential streets
Parking lots
High speed roadways

DIMENSIONS



Effective Projected Area (EPA)
The EPA for the ATBM is 0.3 sq. ft.,
Approx. Wt. = 21 lbs. (9.5 kg)

STANDARDS

Color temperatures of ≤ 3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient
CSA Certified to U.S. and Canadian standards
Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Features:

OPTICAL

Same Light: Performance is comparable to 150W – 250W HPS

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, IV, & V roadway distributions.

DualOptix™ visual comfort option is also available for all distributions.

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Robust Surge Protection: Standard surge protection is 20kV/10kA "Extreme Level" per ANSI C136.2. An optional MOV pack provides 10kV/5kA "Enhanced Level.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt and optional 4 bolt clamping mechanism provide 3G vibration rating per ANSI C136.31.

The Wildlife shield is cast into the housing (not a separate piece).

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life) Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life).

Extreme long life solid state locking-style photocontrol with on demand remote on/off control - PCCC (15 year rated life).

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

ORDERING INFORMATION

Series	Performance Packages	Voltage	Optics	Mounting
ATBM Autobahn LED Roadway	**P05** 9,700 lumens **P10** 11,000 lumens **P20** 12,800 lumens **P30** 15,500 lumens **P40** 17,400 lumens **P50** 18,700 lumens **P60** 20,000 lumens **P70** 21,500 lumens	**MVOLT** Multi-volt, 120-277V **347** 347V **480** 480V	**R2** Roadway Type II **R3** Roadway Type III **R4** Roadway Type IV **R5** Roadway Type V	**(Blank)** 2 Bolt Mounting **4B** 4 Bolt Mounting

Options

Color Temperature (CCT)
- **(Blank)** 4000K CCT, 70 CRI Min.
- **3K** 3000K CCT, 70 CRI Min.
- **5K** 5000K CCT, 70 CRI Min.

Paint
- **(Blank)** Gray
- **BK** Black
- **BZ** Bronze
- **DDB** Dark Bronze
- **GI** Graphite
- **WH** White

Surge Protection
- **(Blank)** Standard 20kV/10kA SPD
- **MP** MOV Pack

Miscellaneous Options
- **HSS** House Side Shield
- **NL** NEMA Label Indicating Wattage
- **XL** Not CSA Certified – No Terminal Block Cover
- **VR**[5] Dual Optix visual comfort
- **UMR-XX** 8" Horizontal Arm for Round Pole, Painted to match Fixture
- **UMS-XX** 8" Horizontal Arm for Square Pole, Painted to match Fixture
- **UMR-GALV** 8" Horizontal Arm for Round Pole, Galvanized
- **UMS-GALV** 8" Horizontal Arm for Square Pole, Galvanized

Control Options
- **(Blank)** 3 Pin NEMA Photocontrol Receptacle
- **P7** 7 Pin Photocontrol Receptacle (dimmable driver included) [1]
- **NR** No Photocontrol Receptacle
- **AO** Field Adjustable Output [3]
- **DM** 0-10V Dimmable Driver [2]
- **PCSS** Solid-State Lighting Photocontrol [4]
- **PCLL** Solid-State Long Life Photocontrol
- **PCCC** Solid-State Long Life Photocontrol with remote control on/off [4]
- **SH** Shorting Cap

Packages
- **(Blank)** Standard Pack
- **JP** Job Pack (36/pallet)

Accessories
- **ATBMHSS** House Side Shield
- **ATBMLTS** Light Trespass Shield
- **RKATBMMVOLTSPD** ATBM Acuity SPD, MVOLT
- **RKATBMHVSPD** ATBM Acuity SPD, 347/480V
- **RKATBMMVOLTMP** ATBM MOV Pack, MVOLT
- **RKATBMHVMP** ATBM MOV Pack, 347/480V

Notes:
1. Dimmable Driver included. Not available with DM or NR.
2. Controls by others. Not available with P7 or AO.
3. Not available with DM.
4. MVOLT only.
5. VR option does not provide zero uplight performance.

American Electric Lighting®
AEL Headquarters, 3825 Columbus Road, Granville, OH 43023
www.americanelectriclighting.com
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Warranty Five-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions
Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

PERFORMANCE PACKAGE

Performance Package	Distribution	Input Watts	3K (3000K CCT, 70 CRI)					4K/5K (4000K/5000K CCT, 70 CRI)					LLD @ 25ºC		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	25k Hours	75k Hours	100k Hours
P05	R2	68	9,396	138	1	0	2	9,718	143	1	0	2	0.93	0.86	0.83
	R3		9,366	138	1	0	3	9,688	142	1	0	3			
	R4		9,030	133	1	0	3	9,340	137	1	0	3			
	R5		10,334	152	3	0	2	10,689	157	3	0	2			
P10	R2	81	10,635	131	2	0	3	11,299	139	2	0	3	0.93	0.86	0.83
	R3		10,675	132	2	0	3	11,302	140	2	0	3			
	R4		10,391	128	2	0	4	10,994	136	2	0	4			
	R5		11,504	142	3	0	2	12,086	149	3	0	2			
P20	R2	94	12,073	128	2	0	3	12,874	137	2	0	3	0.93	0.86	0.83
	R3		12,065	128	2	0	3	12,818	136	2	0	3			
	R4		11,946	127	2	0	4	12,525	133	2	0	4			
	R5		13,085	139	4	0	2	13,776	147	4	0	2			
P30	R2	118	14,637	124	2	0	3	15,514	131	2	0	3	0.93	0.86	0.83
	R3		14,631	124	2	0	3	15,452	131	2	0	3			
	R4		14,317	121	2	0	4	15,151	128	2	0	5			
	R5		15,775	134	4	0	2	16,685	141	4	0	2			
P40	R2	135	16,233	120	2	0	3	17,493	130	2	0	3	0.93	0.86	0.83
	R3		16,402	121	2	0	3	17,367	129	2	0	3			
	R4		15,911	118	2	0	5	17,008	126	2	0	5			
	R5		17,507	130	4	0	2	18,595	138	4	0	2			
P50	R2	152	17,541	115	2	0	3	18,748	123	2	0	3	0.93	0.86	0.83
	R3		17,677	116	2	0	4	18,712	123	2	0	4			
	R4		17,154	113	2	0	5	18,246	120	2	0	5			
	R5		19,008	125	4	0	2	20,088	132	4	0	2			
P60	R2	168	18,770	112	2	0	3	20,095	120	3	0	3	0.93	0.86	0.83
	R3		18,830	112	2	0	4	20,094	120	3	0	4			
	R4		18,369	109	2	0	5	19,648	117	2	0	5			
	R5		20,350	121	4	0	2	21,505	128	4	0	2			
P70	R2	190	20,190	106	3	0	3	21,565	114	3	0	3	0.93	0.86	0.83
	R3		20,142	106	3	0	4	21,504	113	3	0	4			
	R4		19,660	103	2	0	5	21,024	111	3	0	5			
	R5		21,988	116	4	0	2	23,076	121	4	0	2			

Note: Individual fixture performance may vary. Specifications subject to change without notice.

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Warranty Five-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions
Actual performance may differ as a result of end-user environment and application.
Specifications subject to change without notice.

Please contact your sales representative for the latest product information.

PERFORMANCE PACKAGE

ATBM with DualOptix	Distribution	Input Watts	3000K					4000K/5000K					LDD @ 25°C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50k Hours	75k Hours	100k Hours
P05	R2 with VR	68	8,323	122	2	3	3	8,609	127	2	3	3	0.93	0.86	0.83
	R3 with VR		8,296	122	2	3	3	8,581	126	2	3	3			
	R4 with VR		7,998	118	2	3	4	8,273	122	2	3	4			
	R5 with VR		9,154	135	3	3	3	9,468	139	3	3	3			
P10	R2 with VR	81	9,421	116	2	3	3	10,009	124	2	3	3	0.93	0.86	0.83
	R3 with VR		9,456	117	2	3	4	10,012	124	2	3	4			
	R4 with VR		9,204	114	2	3	4	9,738	120	2	3	4			
	R5 with VR		10,191	126	3	3	3	10,706	132	3	3	3			
P20	R2 with VR	94	10,694	114	2	3	4	11,404	121	2	3	4	0.93	0.86	0.83
	R3 with VR		10,687	114	2	3	4	11,354	121	2	3	4			
	R4 with VR		10,581	113	2	3	5	11,094	118	2	3	5			
	R5 with VR		11,591	123	3	3	3	12,203	130	3	3	3			
P30	R2 with VR	118	12,966	110	2	3	4	13,742	116	2	3	4	0.93	0.86	0.83
	R3 with VR		12,960	110	2	3	4	13,687	116	2	3	5			
	R4 with VR		12,681	107	2	3	5	13,420	114	2	3	5			
	R5 with VR		13,974	118	3	3	3	14,780	125	3	3	3			
P40	R2 with VR	135	14,379	107	2	3	4	15,495	115	3	3	5	0.93	0.86	0.83
	R3 with VR		14,529	108	2	3	5	15,384	114	3	3	5			
	R4 with VR		14,093	104	2	3	5	15,066	112	3	3	5			
	R5 with VR		15,508	115	3	3	3	16,471	122	4	3	3			
P50	R2 with VR	152	15,538	102	3	3	5	16,607	109	3	3	5	0.93	0.86	0.83
	R3 with VR		15,658	103	3	3	5	16,575	109	3	3	5			
	R4 with VR		15,195	100	3	3	5	16,162	106	3	3	5			
	R5 with VR		16,837	111	4	3	3	17,794	117	4	3	4			
P60	R2 with VR	168	16,626	99	3	3	5	17,800	106	3	3	5	0.93	0.86	0.83
	R3 with VR		16,679	99	3	3	5	17,799	106	3	3	5			
	R4 with VR		16,271	97	3	3	5	17,404	104	3	3	5			
	R5 with VR		18,026	107	4	3	4	19,049	113	4	3	4			
P70	R2 with VR	190	17,884	94	3	3	5	19,102	101	3	3	5	0.93	0.86	0.83
	R3 with VR		17,842	94	3	3	5	19,048	100	3	3	5			
	R4 with VR		17,415	92	3	3	5	18,623	98	3	3	5			
	R5 with VR		19,477	103	4	3	4	20,440	108	4	3	4			

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AEL Headquarters, 3825 Columbus Road, Granville, OH 43023
www.americanelectriclighting.com
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Warranty Five-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/support/warranty/terms-and-conditions
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Specifications subject to change without notice.

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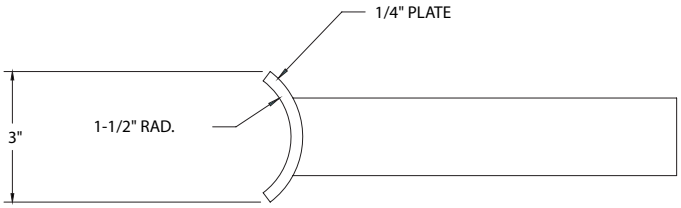
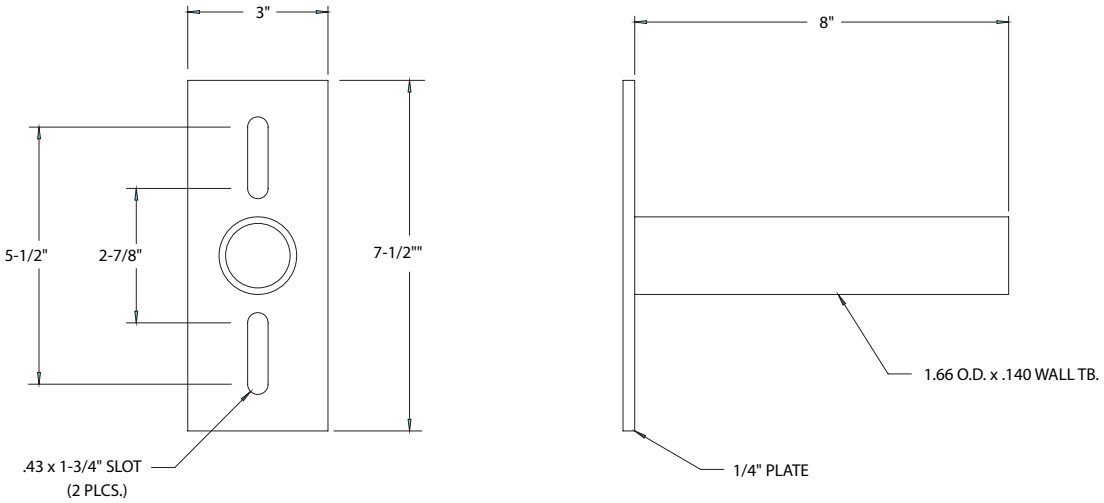
UMR POLE ADAPTOR

RECOMMENDED FOR USE WITH POLES OF 4" DIAMETER OR SMALLER





UMS POLE ADAPTOR

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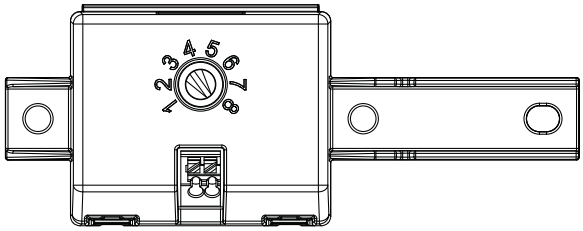
FIELD ADJUSTABLE OUTPUT MODULE



Field Adjustable Module

The Field Adjustable Output (FAO) module is an onboard device that adjusts the light output and input wattage to meet site specific requirements, allowing a single fixture configuration to be flexibly applied in many different applications.

Configuration	FAO Position	% Lumen	% Wattage
P05	8	100%	100%
P05	7	100%	100%
P05	6	82%	80%
P05	5	70%	67%
P05	4	58%	54%
P05	3	45%	41%
P05	2	31%	28%
P05	1	18%	16%
P10	8	100%	100%
P10	7	100%	100%
P10	6	83%	80%
P10	5	71%	68%
P10	4	58%	55%
P10	3	45%	43%
P10	2	32%	31%
P10	1	18%	19%
P20	8	100%	100%
P20	7	100%	100%
P20	6	83%	80%
P20	5	71%	67%
P20	4	59%	54%
P20	3	46%	42%
P20	2	32%	30%
P20	1	18%	18%
P30	8	100%	100%
P30	7	100%	100%
P30	6	84%	80%
P30	5	72%	67%
P30	4	60%	55%
P30	3	47%	42%
P30	2	33%	30%
P30	1	19%	18%

Configuration	FAO Position	% Lumen	% Wattage
P40	8	100%	100%
P40	7	100%	100%
P40	6	85%	80%
P40	5	73%	67%
P40	4	61%	54%
P40	3	48%	42%
P40	2	34%	29%
P40	1	20%	17%
P50	8	100%	100%
P50	7	100%	100%
P50	6	86%	80%
P50	5	74%	67%
P50	4	62%	54%
P50	3	49%	41%
P50	2	35%	29%
P50	1	20%	17%
P60	8	100%	100%
P60	7	100%	100%
P60	6	86%	80%
P60	5	76%	66%
P60	4	64%	53%
P60	3	50%	41%
P60	2	36%	29%
P60	1	21%	17%
P70	8	100%	100%
P70	7	100%	100%
P70	6	88%	79%
P70	5	78%	66%
P70	4	66%	53%
P70	3	52%	40%
P70	2	38%	28%
P70	1	22%	16%

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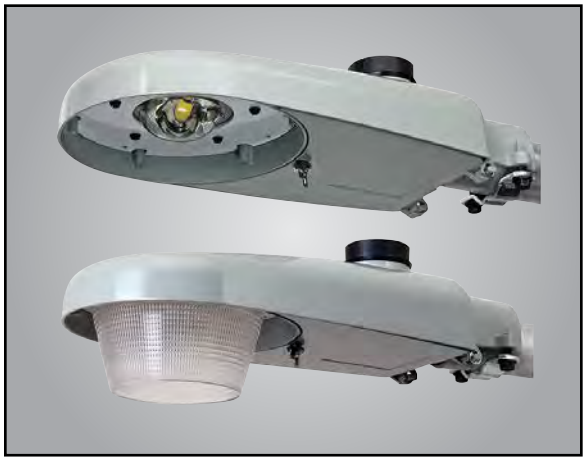
NIGHTTIME FRIENDLY™

Consistent with LEED® goals & Green Globes™ criteria for light pollution reduction

Autobahn Series ATBX
Roadway & Security Lighting

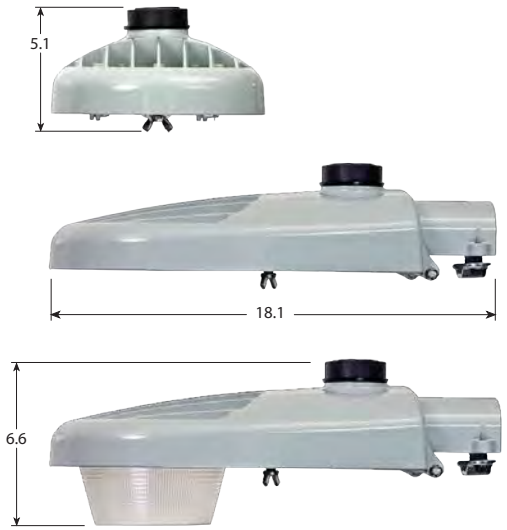
PRODUCT OVERVIEW



Applications:

Residential streets
Parking lots
General security lighting

DIMENSIONS



Effective Projected Area (EPA) The EPA for the ATBX is .26 sq. ft.
Approx. Wt. = 8lbs.

STANDARDS

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Color temperatures of ≤ 3000K must be specified for International Dark-Sky Association certification.

Rated for -40°C to 40°C ambient
CSA Certified to U.S. and Canadian standards
Complies with ANSI: C136.2, C136.10, C136.14, C136.31, C136.15, C136.37

Features:

OPTICAL

Same Light: Performance is comparable to 50W – 150W HPS and up to 175W Mercury Vapor roadway and security lighting luminaires.

White Light: Correlated color temperature - 4000K, 70 CRI minimum, 3000K, 70 CRI minimum or optional 5000K, 70 CRI minimum.

IP66 rated borosilicate glass optics ensure longevity and minimize dirt depreciation. Unique IP66 rated LED light engines provide 0% uplight and restrict backlight to within sidewalk depth, providing optimal application coverage and optimal pole spacing.

Available distributions are Type II, III, IV, and V roadway distributions. When used with the optional acrylic refractor the unit provides approximately 10% uplight and increased vertical foot-candles

ELECTRICAL

Expected Life: LED light engines are rated >100,000 hours at 25°C, L70. Electronic driver has an expected life of 100,000 hours at a 25°C ambient.

Lower Energy: Saves an expected 40-60% over comparable HID luminaires.

Standard surge protection is 20kV/10kA "Extreme Level" per ANSI C136.2. An optional MOV pack provides 10kV/5kA "Enhanced Level.

MECHANICAL

Includes standard AEL lineman-friendly features such as tool-less entry, 3 station terminal block and quick disconnects. Bubble level located inside the electrical compartment for easy leveling at installation.

Rugged die-cast aluminum housing and door are polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. The 2 – bolt clamping mechanism provides 3G vibration rating per ANSI C136.31.

CONTROLS

NEMA 3 pin photocontrol receptacle is standard, with the Acuity designed ANSI standard 7 pin receptacle optionally available.

Premium solid state locking-style photocontrol – PCSS (10 year rated life) Extreme long life solid state locking-style photocontrol – PCL1 (20 year rated life)

Optional onboard Adjustable Output module allows the light output and input wattage to be modified to meet site specific requirements, and also can allow a single fixture to be flexibly applied in many different applications.

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ORDERING INFORMATION

Series

ATBX Autobahn LED Roadway & Security

Performance Packages

P10 2,000 lumens
P20 2,500 lumens
P30 3,200 lumens
P40 3,900 lumens
P50 5,600 lumens
P60 6,600 lumens
P70 7,400 lumens

Voltage

MVOLT Multi-volt, 120-277V

Optics

R2 Roadway Type II
R3 Roadway Type III
R4 Roadway Type IV
R5 Roadway Type V
D3 Type III, Drop Refractor included
D5 Type V, Drop Refractor included

Options

Color Temperature (CCT)
(Blank) 4000K CCT, 70 CRI Min.
3K 3000K CCT, 70 CRI Min.
5K 5000K CCT, 70 CRI Min.

Paint
Blank Gray (Standard)
BK Black
WH White
BZ Bronze

Surge Protection
Blank Standard 20kV/10kA SPD
MP MOV Pack

Misc.
VR Visual Comfort Refractor
HSS House Side Shield
NL NEMA Label
XL Not CSA Certified

Controls
(Blank) 3 Pin NEMA Photocontrol Receptacle
NR[1] No Photocontrol Receptacle
DM[2] 0V-10V Dimmable Driver
P7 7 Pin Photocontrol Receptacle (dimmable driver included)
PCSS[1] DTL DSS Photocontrol
PCLL[1] DTL DLL Photocontrol 120-277V
AO Field Adjustable Output
SH Shorting Cap

Packages
(Blank) Standard Pack
JP Job Pack

Install Packages
PKGS DTL DSS Photocontrol
PKGL DTL DLL Photocontrol
Packages ship with selected photocontrol, 24", 1 1/4" diameter arm, 5' of prewire and mounting hardware

Accessories
ATBXREF Drop Refractor for field installation
ATBXHSS House Side Shield for field installation
ATBXLTS Light Trespass Shield for field installation
ATBXVR-XX Comfort Refractor & Uplight Skirt, Select Paint (XX) to Match Fixture

Notes
1. Not available with Install Packages.
2. Not available with AO option.

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PERFORMANCE PACKAGE

Performance Package	Distribution	Input Watts	3000K CCT, 70 CRI					4000K & 5000K CCT, 70 CRI					LLD @ 25C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50K Hours	75K Hours	100K Hours
P10	R2	14	1,956	140	1	0	1	2,030	145	1	0	1	0.92	0.89	0.85
	R3		1,955	140	0	0	1	2,011	144	0	0	1			
	R4		1,982	142	1	0	1	1,974	141	1	0	1			
	R5		2,145	153	1	0	0	2,160	154	1	0	0			
	D3		1,908	136	1	2	1	1,963	140	1	2	1			
	D5		2,077	148	1	2	1	2,092	149	1	2	1			
P20	R2	18	2,455	136	1	0	1	2,575	143	1	0	1	0.92	0.89	0.85
	R3		2,473	137	1	0	1	2,547	142	1	0	1			
	R4		2,505	139	1	0	1	2,497	139	1	0	1			
	R5		2,715	151	2	0	0	2,735	152	2	0	0			
	D3		2,414	134	1	2	1	2,486	138	1	2	1			
	D5		2,629	146	1	2	1	2,648	147	1	2	1			
P30	R2	23	3,102	135	1	0	1	3,243	141	1	0	1	0.92	0.89	0.85
	R3		3,125	136	1	0	1	3,232	141	1	0	1			
	R4		3,153	137	1	0	1	3,150	137	1	0	1			
	R5		3,422	149	2	0	1	3,431	149	2	0	1			
	D3		3,050	133	1	2	1	3,155	137	1	2	1			
	D5		3,314	144	1	2	1	3,322	144	1	2	1			
P40	R2	28	3,603	129	1	0	1	3,790	135	1	0	1	0.92	0.89	0.85
	R3		3,705	132	1	0	1	3,890	139	1	0	1			
	R4		3,640	130	1	0	2	3,817	136	1	0	2			
	R5		3,971	142	2	0	1	4,167	149	2	0	1			
	D3		3,617	129	1	2	2	3,797	136	1	2	2			
	D5		3,845	137	2	2	1	4,035	144	2	2	1			
P50	R2	41	5,426	132	2	0	2	5,425	132	2	0	2	0.92	0.89	0.85
	R3		5,248	128	1	0	2	5,615	137	1	0	2			
	R4		5,300	129	1	0	2	5,462	133	1	0	2			
	R5		5,647	138	3	0	1	6,033	147	3	0	1			
	D3		5,123	125	1	3	2	5,481	134	1	3	2			
	D5		5,468	133	2	3	2	5,842	142	2	3	2			
P60	R2	51	6,392	125	2	0	2	6,416	126	2	0	2	0.92	0.88	0.84
	R3		6,208	122	1	0	2	6,635	130	1	0	2			
	R4		6,207	122	1	0	2	6,432	126	1	0	2			
	R5		6,690	131	3	0	1	7,127	140	3	0	1			
	D3		6,059	119	1	3	2	6,477	127	1	3	2			
	D5		6,478	127	2	3	2	6,901	135	3	3	2			
P70	R2	60	7,133	140	2	0	2	7,246	142	2	0	2	0.92	0.88	0.84
	R3		6,967	137	1	0	2	7,449	146	1	0	2			
	R4		6,957	136	1	0	2	7,235	142	1	0	2			
	R5		7,492	147	3	0	1	7,939	156	3	0	1			
	D3		6,800	133	2	3	2	7,271	143	2	3	2			
	D5		7,255	142	3	3	2	7,688	151	3	3	2			

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PERFORMANCE DATA with VISUAL COMFORT REFRACTOR

Performance Package	Distribution	Input Watts	3000K CCT, 70 CRI					4000K & 5000K CCT, 70 CRI					LLD @ 25C		
			Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	50K Hours	75K Hours	100K Hours
P10	R2 with VR	14	1,686	120	1	0	1	1,747	125	1	0	1	0.92	0.89	0.85
	R3 with VR		1,669	119	1	0	1	1,698	121	1	0	1			
	R4 with VR		1,602	114	1	0	1	1,626	116	1	0	1			
	R5 with VR		1,814	130	1	0	1	1,862	133	1	0	1			
P20	R2 with VR	18	2,124	118	1	0	1	2,205	123	1	0	1	0.92	0.89	0.85
	R3 with VR		2,104	117	1	0	1	2,138	119	1	0	1			
	R4 with VR		2,019	112	1	0	1	2,053	114	1	0	1			
	R5 with VR		2,290	127	1	0	1	2,346	130	1	0	1			
P30	R2 with VR	23	2,684	117	1	0	1	2,788	121	1	0	1	0.92	0.89	0.85
	R3 with VR		2,659	116	1	0	1	2,699	117	1	0	1			
	R4 with VR		2,553	111	1	0	1	2,594	113	1	0	1			
	R5 with VR		2,892	126	2	0	1	2,969	129	2	0	1			
P40	R2 with VR	28	3,240	116	1	0	1	3,369	120	1	0	1	0.92	0.89	0.85
	R3 with VR		3,204	114	1	0	1	3,261	116	1	0	1			
	R4 with VR		3,081	110	1	0	2	3,124	112	1	0	2			
	R5 with VR		3,495	125	2	0	1	3,584	128	2	0	1			
P50	R2 with VR	41	4,633	113	1	0	2	4,818	118	1	0	2	0.92	0.89	0.85
	R3 with VR		4,499	110	1	0	2	4,617	113	1	0	2			
	R4 with VR		4,343	106	1	0	2	4,504	110	1	0	2			
	R5 with VR		4,869	119	2	0	1	5,117	125	2	0	1			
P60	R2 with VR	51	5,495	108	2	0	2	5,710	112	2	0	2	0.92	0.88	0.84
	R3 with VR		5,330	105	1	0	2	5,490	108	1	0	2			
	R4 with VR		5,145	101	1	0	2	5,328	104	1	0	2			
	R5 with VR		5,771	113	3	0	1	6,061	119	3	0	1			
P70	R2 with VR	60	6,167	121	2	0	2	6,396	125	2	0	2	0.92	0.88	0.84
	R3 with VR		5,978	117	1	0	2	6,110	120	1	0	2			
	R4 with VR		5,772	113	1	0	2	5,962	117	1	0	2			
	R5 with VR		6,482	127	3	0	1	6,799	133	3	0	2			

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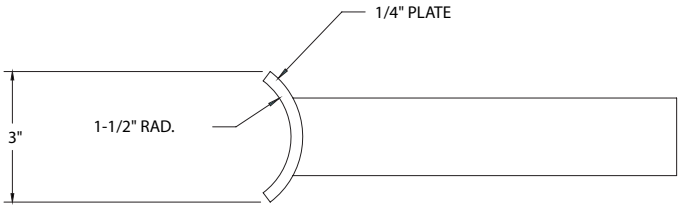

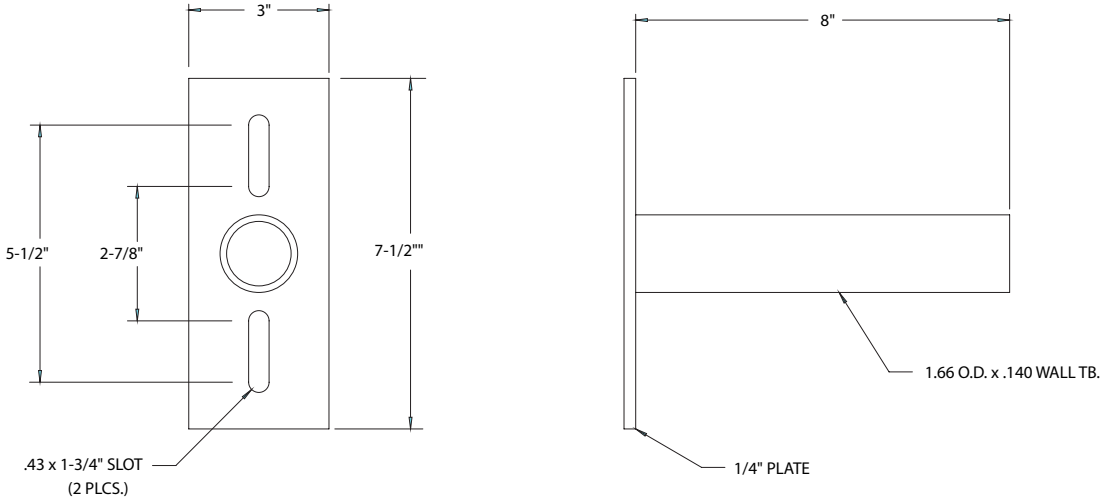

UMS POLE ADAPTOR

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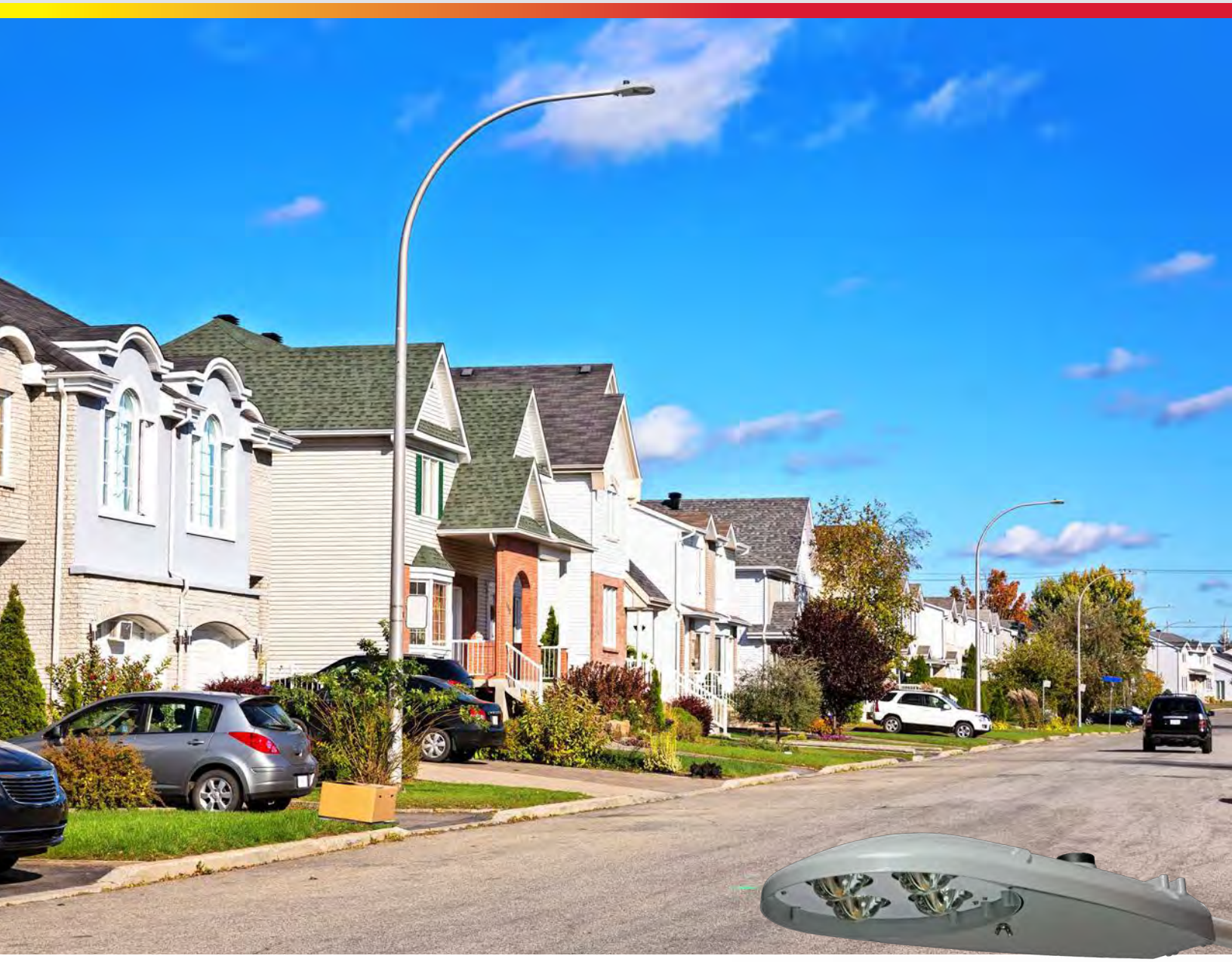
AEL American Electric Lighting®



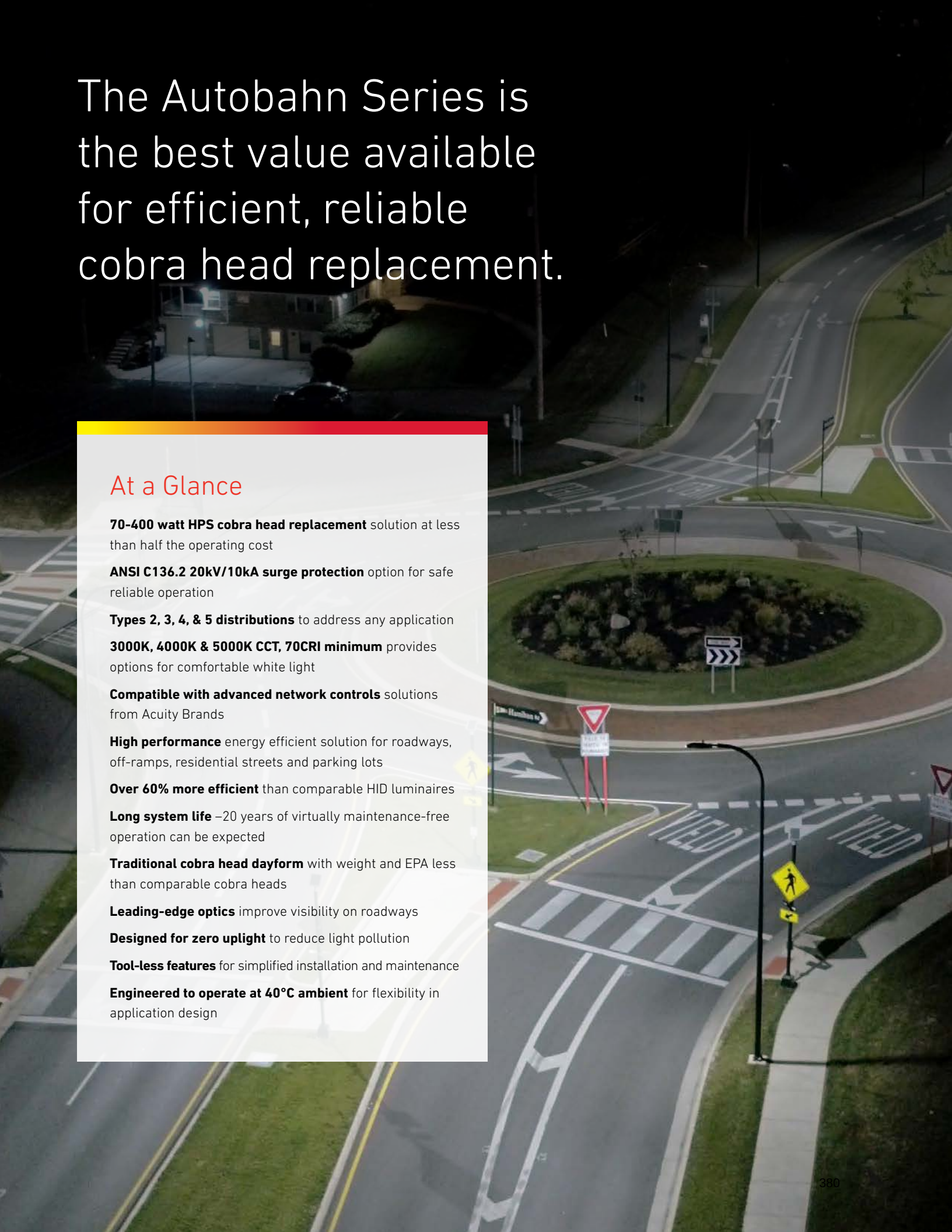


Autobahn Series
ATBL, ATBM, ATBS and ATBX

LED Roadway Lighting

AcuityBrands.

The Autobahn Series is the best value available for efficient, reliable cobra head replacement.



At a Glance

70-400 watt HPS cobra head replacement solution at less than half the operating cost

ANSI C136.2 20kV/10kA surge protection option for safe reliable operation

Types 2, 3, 4, & 5 distributions to address any application

3000K, 4000K & 5000K CCT, 70CRI minimum provides options for comfortable white light

Compatible with advanced network controls solutions from Acuity Brands

High performance energy efficient solution for roadways, off-ramps, residential streets and parking lots

Over 60% more efficient than comparable HID luminaires

Long system life –20 years of virtually maintenance-free operation can be expected

Traditional cobra head dayform with weight and EPA less than comparable cobra heads

Leading-edge optics improve visibility on roadways

Designed for zero uplight to reduce light pollution

Tool-less features for simplified installation and maintenance

Engineered to operate at 40°C ambient for flexibility in application design

A Solution for Every Application

The ATBL, ATBM, ATBS and ATBX provide you four sizes to choose from to fit your specific applications

Utilities
Lineman-friendly features make it easy to install; its long, reliable operating life reduces the hassle of lighting grid maintenance (especially when paired with Acuity Brands® smart controls).

Municipalities
Energy efficiency and holistic longevity make Autobahn the ultimate sustainable solution for renovating legacy streetlights.

DOTs
Combined with simple installation, reliability and long system life, the performance of the Autobahn Series allows DOTs to maximize pole spacing on high speed roadways, further minimizing operational costs.

ATBL
400 Watt
HID Equivalent



ATBM
250–400 Watt
HID Equivalent



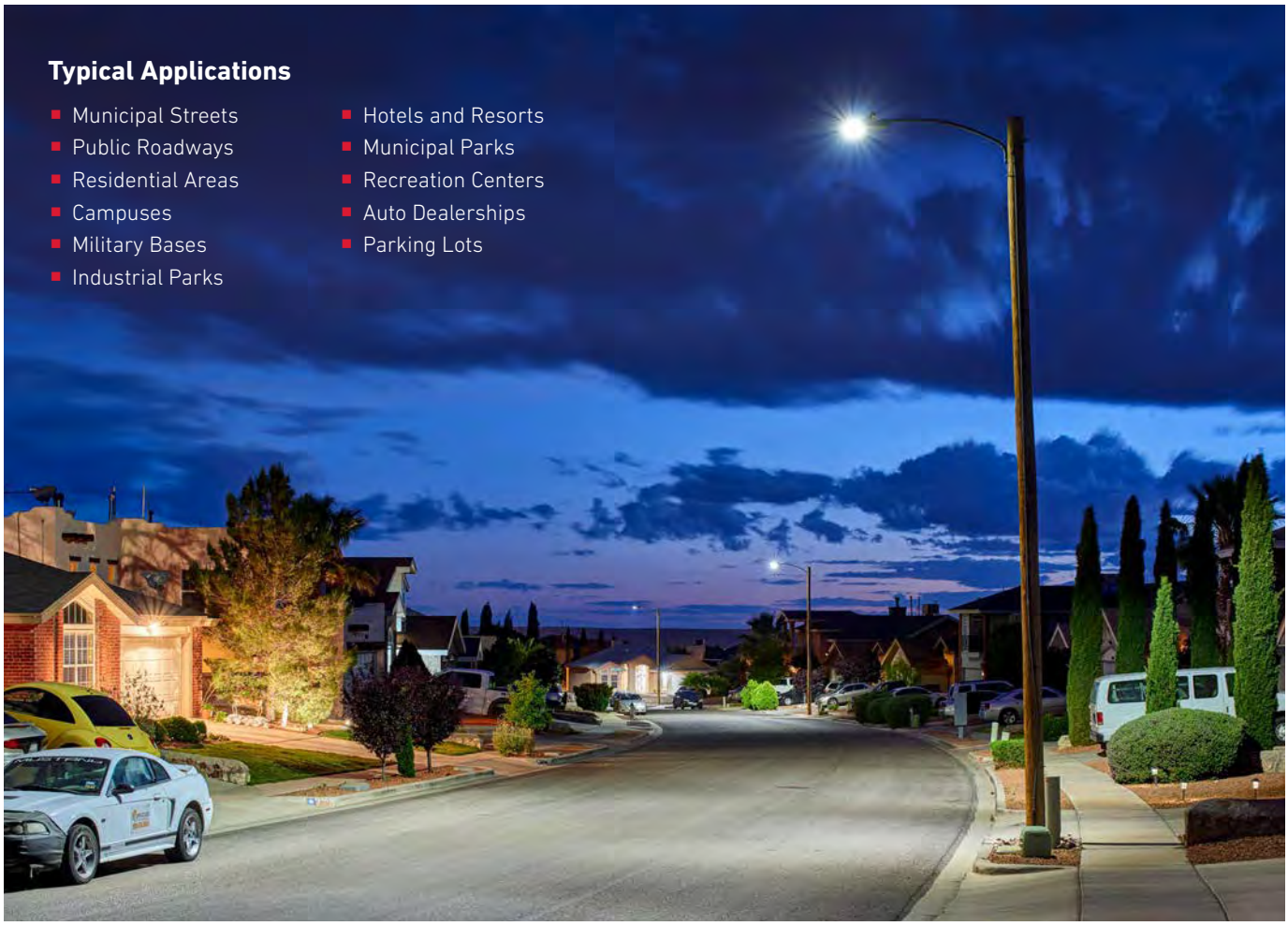
ATBS
100–250 Watt
HID Equivalent



ATBX
50–150 Watt
HID Equivalent



IP RATED
IP66

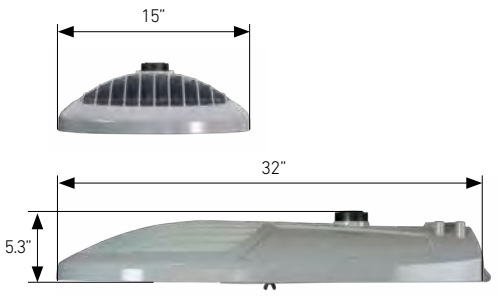


Typical Applications

- Municipal Streets
- Public Roadways
- Residential Areas
- Campuses
- Military Bases
- Industrial Parks
- Hotels and Resorts
- Municipal Parks
- Recreation Centers
- Auto Dealerships
- Parking Lots

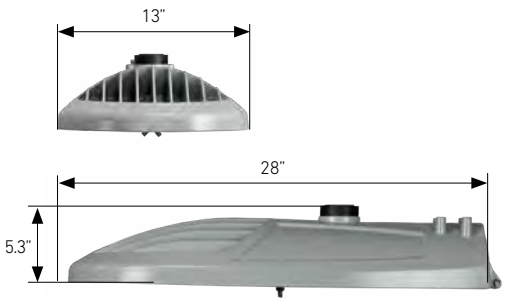
Versatility and Flexibility

ATBL



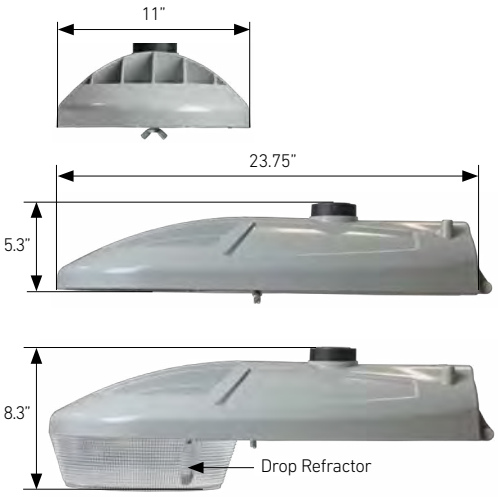
Effective Projected Area (EPA) for the ATBL is 0.75 sq. ft.,
Approx. Wt. = 30 lbs

ATBM



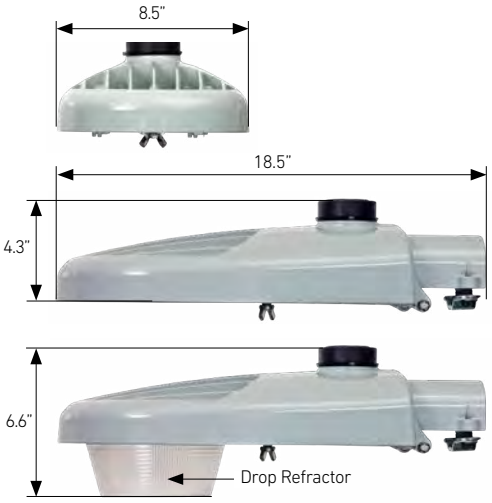
Effective Projected Area (EPA) for the ATBM is 0.3 sq. ft.,
Approx. Wt. = 21 lbs

ATBS

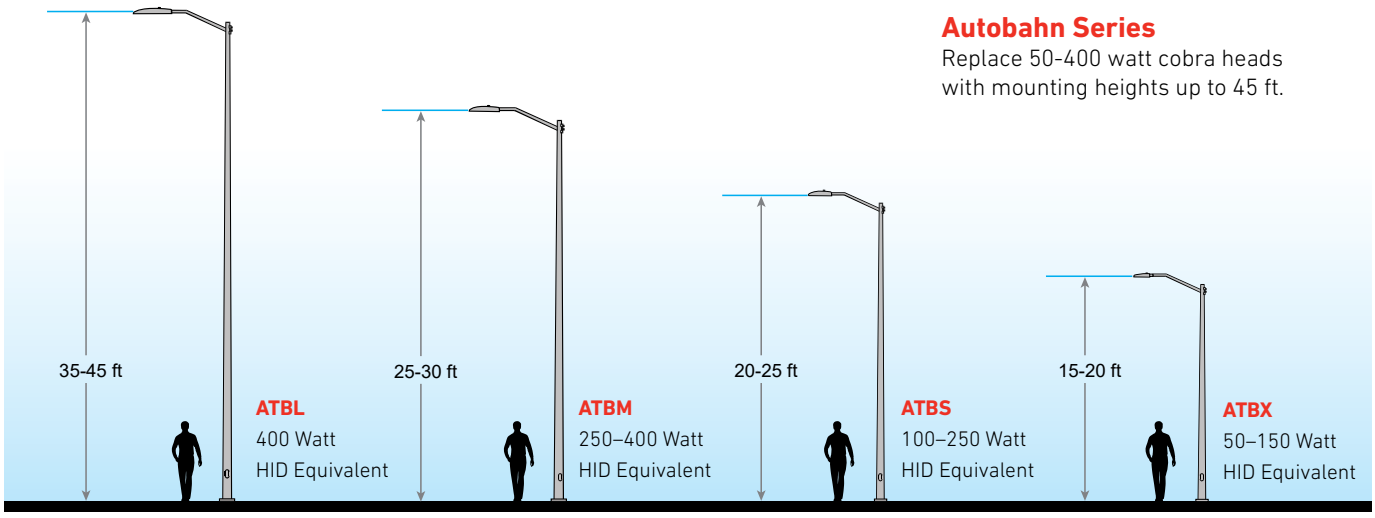


Effective Projected Area (EPA) for the ATBS is 0.3 sq. ft.,
Approx. Wt. = 12 lbs

ATBX

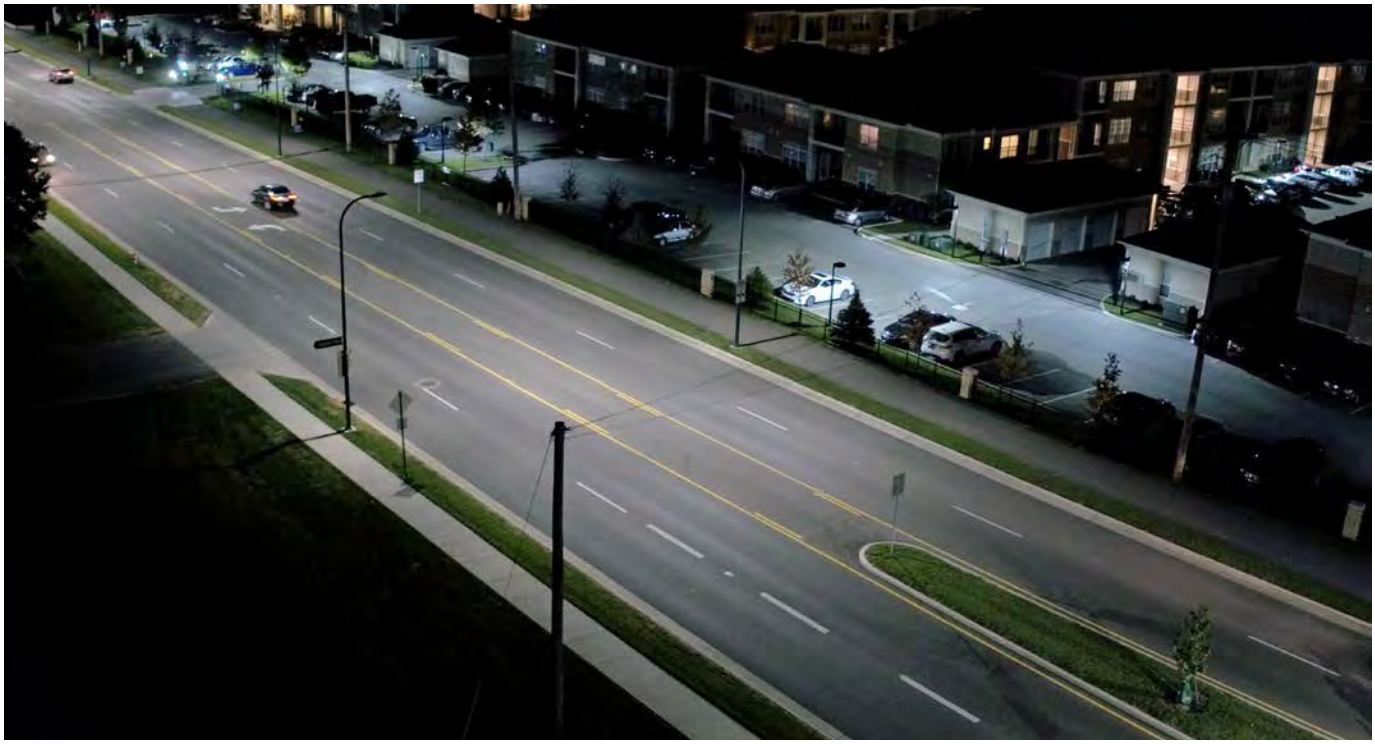


Effective Projected Area (EPA) for the ATBX is 0.26 sq. ft.,
Approx. Wt. = 8 lbs



Autobahn Series
Replace 50-400 watt cobra heads
with mounting heights up to 45 ft.

With such a wide range of sizes, weights, distributions and optional features, the Autobahn family excels at roadway lighting while also offering effective solutions for a variety of area and security applications.









Utility-Friendly

Engineered with utilities in mind, AEL designs all Autobahn luminaires to be installed as quickly and safely as possible. Your time is money and the ATB family helps you optimize your schedule by reducing time on the pole or in the bucket.

Features & Options



Acuity Brands light engine design with prismatic glass optics provides maximum efficacy and longevity

The industry's best options in surge protection



20kV/10kA
"extreme" surge protection with functional indicator light



10kV/5kA
MOV pack



ATBX and ATBS provide enhanced visual comfort through the use of an optional lens



Get increased vertical footcandles from an optional drop refractor on the ATBX and ATBS



Field adjustable output module for enhanced inventory management and energy savings



Internal bubble level simplifies installation



Terminal block can be wired using only a flat blade screwdriver



Stainless steel thumb-screw for tool-less access



2-bolt mounting on ATBS & ATBX; 4-bolt on ATBM & ATBL



NEMA 7-pin rotatable photocontrol receptacle



Removable power tray for (ATBL only)

Autobahn Control Options

Feature	Operation Definition
NEMA 3-Pin Photocontrol Receptacle	ANSI standard locking style receptacle that accepts 3-pin controls for On/Off operation
NEMA 7-Pin Photocontrol Receptacle	ANSI standard locking style receptacle that accepts 3-pin, 5-pin, and 7-pin controls. The unit is provided with a 0V - 10V dimming driver with low voltage leads connected to pins 4 & 5 on the receptacle.
Dimmable Driver	Fixture is supplied with a 0 - 10 volt dimming driver with low voltage leads available for connection to control device provided by others (e.g. motion sensor)
Premium Solid State Photocontrol	Premium Dark to Light®, DSS solid state approved locking style photocontrol with 10 year rated life and 5 year warranty
Extreme Long Life Solid State Photocontrol	Premium Dark to Light® DLL solid state approved locking style photocontrol with 20 year rated life and 10 year warranty
Field Adjustable Lumen Output	Onboard module that provides (8) different settings to adjust the light output and input wattage from 100% down to approximately 35% to meet site specific requirements, allowing a single fixture configuration to be flexibly applied in many different applications
Remote Wireless Operation (On/Off)	The ability to control the fixture remotely using the DTL Connect wireless photocontrol and key fob system. This must be purchased separately and attached to the fixture through the photocontrol receptacle.
Wireless Network Monitoring & Control	The ability to enable fixture control, monitoring and diagnostics from a remote location using a wireless network. The system must be purchased separately and attached to the fixture through the photocontrol receptacle.

DTL DARK TO LIGHT

The DTL brand, a trusted name in the outdoor lighting controls market since 1990, has created some of the most reliable products to be used in the field.



DLL Elite
20-year photocontrol



DTL Connect
wireless remote photocontrol



"Itron® ready" DSN
smart city network node

DTL photocontrols, which are among the most ubiquitous outdoor photocontrols, are built using well designed electronic circuitry. They run cool, consume less energy and offer consistent performance over voltage ranges and time. Explore the difference in electronic photocontrol with Dark to Light®.



For more information on the autobahn family visit us online at:

www.americanelectriclighting.com/autobahn

Warranty Five-year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
Visit our web site at www.americanelectriclighting.com
Product specifications may change without notice. Please contact your sales representative for the latest product information.

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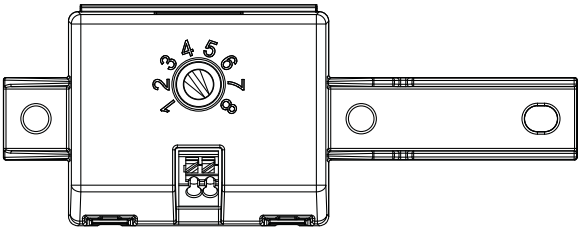
FIELD ADJUSTABLE OUTPUT MODULE



Field Adjustable Module

The Field Adjustable Output (FAO) module is an onboard device that adjusts the light output and input wattage to meet site specific requirements, allowing a single fixture configuration to be flexibly applied in many different applications.

Performance Package	FAO Position	% Lumens	% Wattage
P10	8	100%	100%
	7	94%	94%
	6	82%	81%
	5	69%	69%
	4	57%	56%
	3	44%	43%
	2	31%	30%
	1	30%	29%
P20	8	100%	100%
	7	94%	94%
	6	82%	81%
	5	70%	68%
	4	57%	55%
	3	44%	42%
	2	31%	29%
	1	24%	22%
P30	8	100%	100%
	7	94%	94%
	6	83%	81%
	5	71%	68%
	4	58%	55%
	3	45%	42%
	2	32%	29%
	1	19%	17%
P40	8	100%	100%
	7	95%	94%
	6	84%	81%
	5	72%	67%
	4	59%	54%
	3	46%	41%
	2	33%	28%
	1	19%	16%

Performance Package	FAO Position	% Lumens	% Wattage
P50	8	100%	100%
	7	95%	94%
	6	83%	81%
	5	72%	68%
	4	59%	55%
	3	46%	42%
	2	33%	29%
	1	19%	16%
P60	8	100%	100%
	7	95%	94%
	6	84%	81%
	5	73%	68%
	4	60%	55%
	3	47%	42%
	2	34%	29%
	1	19%	16%
P70	8	100%	100%
	7	95%	94%
	6	85%	81%
	5	74%	68%
	4	62%	55%
	3	49%	42%
	2	35%	29%
	1	20%	16%

Note: Specifications subject to change without notice. Actual performance may differ as a result of end-user environment and application.

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American Electric Lighting
Acuity Brands Lighting, Inc.
3825 Columbus Rd, S.w.,Granville, OH 43023
Phone: 800-537-5710 Fax: 740-587-6114
www.americanelectriclighting.com

American Electric Lighting®



Autobahn DualOptix™

Performance Meets Visual Comfort

You don't have to compromise visual comfort to cut your energy and maintenance costs



Over a century of optical expertise teaches you a thing or two

With the advent of LED technology in roadway lighting, the debate regarding glare and visual comfort has become more and more heated. Utilities and municipalities seeking to reduce energy consumption, enhance sustainability efforts and ultimately save money have often experienced substantial complaints regarding the glare produced by many LED roadway fixtures.

American Electric Lighting® has addressed this issue with the introduction of our new DualOptix™ technology in many of our Autobahn Series products. With the DualOptix option, we incorporate over a century of roadway optics expertise into several Autobahn fixtures. This combines tremendous Autobahn performance and efficacy with a much more visually comfortable nighttime appearance.

ATBX
50-150 Watt
HID Equivalent



ATBS
100-250 Watt
HID Equivalent



Autobahn DualOptix Features

- Fully luminous optical cavity for visual comfort
- Reduced high angle light for lower glare
- Max candela reduction for improved visibility
- Multiple comfortable color temperatures
- High LPW in Type II and III roadway distributions

ATBM*
250-400 Watt
HID Equivalent



*Autobahn ATBM is now also available with DualOptix upon request. Contact your AEL Sales Representative for assistance with ordering.



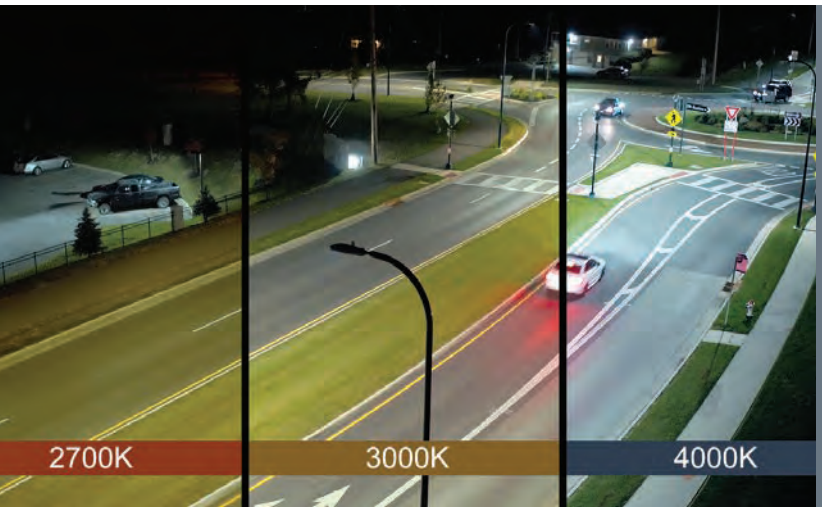


The DualOptix difference

Most conventional LED roadway lighting fixtures utilize a single refractor component to cover the bare LED source, thereby providing a means of redirecting the light for a variety of optical distribution patterns.

This alone provides very little diffusion with light that often reaches the high angles that can create unwanted glare and visual discomfort.

Autobahn DualOptix technology combines prismatic glass optic engineering with an additional secondary acrylic refractor to further diffuse the pixelation of the LED source while redirecting the extremely high angle light downward.



Dialing in your preference

To enhance visually comfortable roadway applications, the Autobahn DualOptix products are all available in a variety of color temperatures. Choose from 2700K, 3000K, 4000K CCT (70CRI minimum) to tailor the lighting to your specific needs.

To further "dial in" your specific lighting preferences, each Autobahn fixture can have light output adjusted in the field with the FAO adjustable lumen output module option.



More Autobahn Value Added Design Features



- TOOLLESS ACCESS
- PRE-WIRED TERMINAL BLOCK
- INTERNAL BUBBLE LEVEL
- NETWORKED CONTROLS
- DTL® 20-YEAR PHOTOCELL
- 20kV/10kA SURGE PROTECTION
- DALI DRIVER OPTION
- FIELD-ADJUSTABLE OUTPUT

For more information visit:
www.americanelectriclighting.com/autobahn

AEL American Electric Lighting®

Warranty Five-year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
Visit our website at www.americanelectriclighting.com
Product specifications may change without notice. Please contact your sales representative for the latest product information.

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AcuityBrands.

Catalog Number: | Date: | Project:

OVERVIEW

The DPN Series photocontrols were specifically designed to turn the light off halfway through the night to save energy and extend fixture life.

APPLICATIONS

- Area Lighting
- Parking Lots
- Park Lights
- Media Lighting
- Pedestrian Lighting
- Ball Fields and Courts

FEATURES

- Filtered silicon photocell provides long-term, drift free light sensing
- The infrared blocking polymer filter gives human eye response
- Neoprene Base Gasket has a continuous use temperature of 105°C
- 3.6 ounces each
- 2.5 second off delay is provided to avoid turn-off from extraneous light
- Control turns on at dusk and off halfway through the night
- Automatically self-adjusts to seasonal time changes, reducing maintenance
- Not approved for use on LED fixtures

SPECIFICATIONS

REGULATORY LISTINGS
- ANSI C136.10-1996 Compliant
- ROHS compliant

OPERATING CHARACTERISTICS
- Voltage 105 to 305 VAC, 50/60Hz
- Load rating: 1000 watts, 1800 VA ballast
- -40 to +70°C ambient, Up to 90° interface per ANSI
- Polypropylene cover, Neoprene gasket, brass legs, acrylic window, base rated for 120°C
- Power consumption: 0.8 watts

ADDITIONAL FEATURES

- Energy Savings
- Reduces light pollution and light trespass concerns
- Sealed Relay
- Rated for 5000 operations at full load
- Dielectric Strength: 5000 V per ANSI

Warranty
Six-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

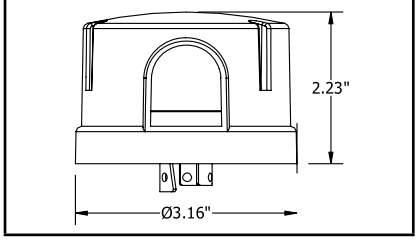
Note: Actual performance may differ as a result of end-user environment and application.
Specifications subject to change without notice.

DPN Series Part Night

Electronic Locking Type Photocontrol



DIMENSIONS



ORDERING INFORMATION

DPN PHOTOCONTROL					Example: DPN124 2.6 TJGN J50
Series & Voltage	**Turn-On Level (fc)[1]**	**Time Delay**	**Surge Protection**	**Cover Color**	**Pkg. Qty.**
DPN124 120/240/277V (105 – 305)	2.6 Standard	T 2-5 Sec. Turn-Off Delay	J 320J/10,000 Amp MOV	GN Green	J12 12 Units J50 50 Units

NOTES
1. Other options available, please contact your local Acuity Brands Controls representative.

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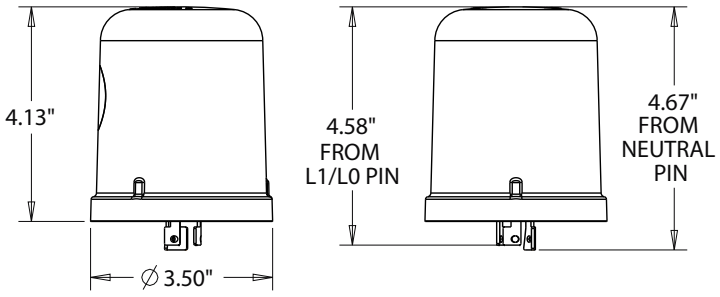
OVERVIEW

The DTL DSN solution combines the reliability of a 20-year operating life LED photocontrol with the performance of the Itron network platform for unparalleled functionality and adaptive control of smart street lighting systems.

FEATURES

- Integrates with the Itron Network Platform (formerly Silver Springs Network).
- Remote On/ Off/ Dimming Control
- Optional onboard GPS automatically determines and reports latitude and longitude coordinates
- Revenue Grade energy measurement and reporting
- Rugged and robust design with superior inrush and surge protection
- ANSI 7 pin design to support continuous dimming and response to occupancy
- Compatible with the Streetlight.Vision Central Management Software
  - Asset and Inventory Management
  - Proactive fault identification
  - Expanded Smart City Support
  - TALQ Consortium Ready



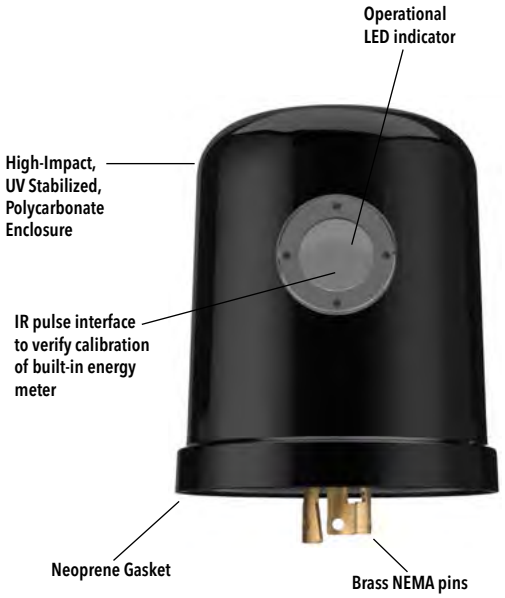
Width conforms to ANSI C136.10 spec to ensure the right fit on most types of fixtures.

Warranty

Ten-year limited warranty. Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx

Note: Actual performance may differ as a result of end-user environment and application. Specifications subject to change without notice.

DSN127/347/480



ORDERING INFORMATION[1]

DSN PHOTOCONTROL[2] — **Example: DSN 127 BK 0 USM5 DSTY**

Series	Voltage	Cover Color	Dimming	GPS	Lens Type	Time Zone[3]	Daylight Saving Time
DSN DTL Silver Spring (now Itron) Node	127 120-277V 347 347V 480 480V	BK Black GN Green[4]	0 0-10V dimming D DALI dimming	G GPS [blank] No GPS	TNL Tunnel Lens [blank] Regular Lens	USM4 Atlantic Standard Time USM5 Eastern Standard Time USM6 Central Standard Time USM7 Mountain Standard Time USM8 Pacific Standard Time USM9 Alaska Standard Time USM10 Hawaii-Aleutian Standard Time	DSTY DST enabled DSTN DST disabled

1. This ordering information is for the Acuity Brands Itron Network. For ordering information for non-Acuity networks, please contact Customer Care.
2. Consult factory for availability and lead times.
3. Standard time zones for North America shown. All UTC offset based times zones are possible.
4. The Green cover color is exclusively for 347V node.

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SPECIFICATIONS

WIRELESS ENABLED COMMUNICATION
- Embedded Silver Spring Network Interface Card
- 900 MHz IEEE 802.15.4 compatible
- FCC part 15 approved
- IPv6 communication

SECURITY
- Authentication via scalable X.509 Public Key Infrastructure
- Transparent, automated key exchange and rotation
- Privacy protected with AES-256 encryption

LIGHTING CONTROL
- Remote on/off/dimming
- Grouped scheduling

ADAPTIVE LIGHTING CONTROL
- Individual and grouped response to motion

INTEGRAL DIMMING CONTROL
- ANSI C136.41 compliant dimming interface
- 0-10V dimming
- DALI dimming
- Supports up to 5 drivers (2mA per driver) sink or source operation

OPERATING CHARACTERISTICS
- LED Inrush protection with TRIAC assisted relay
- Operating Voltage:120-480V
- Power Line Frequency: 50/60 Hz
- Power Consumption: 2 Watts @ 120VAC
- Surge Protection: 1080J/ 36kA
  - Surge rated in excess of ANSI C136.10 to 20kV/10kA
- Load Rating: 1000W, 1800VA
- Load Switching: 15 Amp max
- Autonomous photocell operation
  - Silicon Diode (human eye response)
  - Turn-on/off ratio: 1.5/2.5

ON-BOARD GPS (OPTIONAL)
- Sub 5 meter accuracy typical

REVENUE GRADE ENERGY MANAGEMENT
- Accuracy class of 0.5% per ANSI C12.20
- Dedicated energy computation processor
- Dedicated non-volatile memory

REGULATORY LISTINGS
- ANSI C136.10
- ANSI C136.41
- cULus

ENVIRONMENTAL CHARACTERISTICS
- Ingress Protection rating: IP66
- Operating Temperature: -40°C to 70°C ambient

ELECTRICAL MEASUREMENT
- Energy
- Power Factor
- Ambient Light (Lux)
- Current
- Power
- Power Line Frequency
- Voltage
- Control Temperature

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LED IMPORTANT SAFETY INSTRUCTIONS

READ AND FOLLOW ALL SAFETY INSTRUCTIONS!
SAVE THESE INSTRUCTIONS AND DELIVER TO OWNER AFTER INSTALLATION

- To reduce the risk of death, personal injury or property damage from fire, electric shock, falling parts, cuts/abrasions, and other hazards please read all warnings and instructions included with and on the fixture box and all fixture labels.
- Before installing, servicing, or performing routine maintenance upon this equipment, follow these general precautions.
- Installation and service of luminaires should be performed by a **qualified licensed electrician**.
- Maintenance of the luminaires should be performed by person(s) familiar with the luminaires' construction and operation and any hazards involved. Regular fixture maintenance programs are recommended.
- It will occasionally be necessary to clean the outside of the refractor/lens. Frequency of cleaning will depend on ambient dirt level and minimum light output which is acceptable to user. Refractor/lens should be washed in a solution of warm water and any mild, non-abrasive household detergent, rinsed with clean water and wiped dry. Should optical assembly become dirty on the inside, wipe refractor/lens and clean in above manner, replacing damaged gaskets as necessary.
- **DO NOT INSTALL DAMAGED PRODUCT!** This luminaire has been properly packed so that no parts should have been damaged during transit. Inspect to confirm. Any part damaged or broken during or after assembly should be replaced.
- Recycle: For information on how to recycle LED electronic products, please visit www.epa.gov.
- These instructions do not purport to cover all details or variations in equipment nor to provide every possible contingency to meet in connection with installation, operation, or maintenance. Should further information be desired or should particular problems arise which are not covered sufficiently for the purchaser's or owner's purposes, this matter should be referred to Acuity Brands Lighting, Inc.



WARNING
RISK OF ELECTRIC SHOCK

- ✓ Disconnect or turn off power before installation or servicing.
- ✓ Verify that supply voltage is correct by comparing it with the luminaire label information.
- ✓ Make all electrical and grounded connections in accordance with the National Electrical Code (NEC) and any applicable local code requirements.
- ✓ All wiring connections should be capped with UL approved recognized wire connectors.



WARNING
RISK OF BURN

- ✓ Allow lamp/fixture to cool before handling. Do not touch enclosure or light source.
- ✓ Do not exceed maximum wattage marked on luminaire label.
- ✓ Follow all manufacturer's warnings, recommendations and restrictions for: driver type, burning position, mounting locations/methods, replacement and recycling.



CAUTION
RISK OF INJURY

- ✓ Wear gloves and safety glasses at all times when removing luminaire from carton, installing, servicing or performing maintenance.
- ✓ Avoid direct eye exposure to the light source while it is on.



CAUTION
RISK OF FIRE

- ✓ Keep combustible and other materials that can burn, away from lamp/lens.
- ✓ Do not operate in close proximity to persons, combustible materials or substances affected by heat or drying.

LED IMPORTANT SAFETY INSTRUCTIONS



CAUTION: RISK OF PRODUCT DAMAGE

- ✓ Never connect components under load.
- ✓ Do not mount or support these fixtures in a manner that can cut the outer jacket or damage wire insulation.
- ✓ Unless individual product specifications deem otherwise: Never connect an LED product directly to a dimmer packs, occupancy sensors, timing devices, or other related control devices. LED fixtures must be powered directly off a switched circuit.
- ✓ Unless individual product specifications deem otherwise: Do not restrict fixture ventilation. Allow for some volume of airspace around fixture. Avoid covering LED fixtures with insulation, foam, or other material that will prevent convection or conduction cooling.
- ✓ Unless individual product specifications deem otherwise: Do not exceed fixtures maximum ambient temperature.
- ✓ Only use fixture in its intended location.
- ✓ LED products are Polarity Sensitive. Ensure proper Polarity before installation.
- ✓ Electrostatic Discharge (ESD): ESD can damage LED fixtures. Personal grounding equipment must be worn during all installation or servicing of the unit.
- ✓ Do not touch individual electrical components as this can cause ESD, shorten lamp life, or alter performance.
- ✓ Some components inside the fixture may not be serviceable. In the unlikely event your unit may require service, stop using the unit immediately and contact an ABL representative for assistance.
- ✓ Always read the fixtures complete installation instructions prior to installation for any additional fixture specific warnings.

Please see product specific installation instructions for additional warnings or any applicable FCC or other regulatory statements.

Failure to follow any of these instructions could void product warranties. For a complete listing of product Terms and Conditions, please visit www.acuitybrands.com.

Our Brands	Indoor/Outdoor	Indoor Lighting	Outdoor Lighting	Controls
	Lithonia Lighting	Gotham	American Electric Lighting	DARK TO LIGHT
	Carandini	Mark Architectural Lighting	Antique Street Lamps	Lighting Control & Design
	Holophane	Peerless	Hydrel	ROAM
	RELOC	Renaissance Lighting	Tersen	Sensor Switch
		Winona Lighting		Synergy

Acuity Brands Lighting, Inc. assumes no responsibility for claims arising out of improper or careless installation or handling of its products.

ABL LED General Warnings, Form No. 503.203

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ATBM Light Trespass And House Side Shields

Installation and Maintenance Manual

INTRODUCTION

Product Description
The Light Trespass Shield is intended to limit the light directed to the sides and above/below the luminaire, and the House Side Shield is intended to limit the light directed directly behind the luminaire. Each kit, **ATBMLTS** and **ATBMHSS**, consists of a shield and #8 hex washer head thread rolling screws.

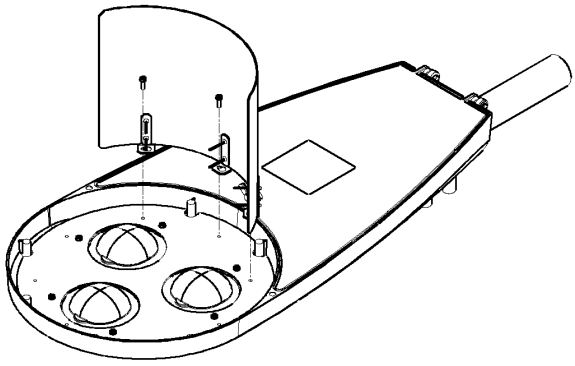
INSTALLATION

Tools and Materials Required

Description	Use
1/4” Socket or Nut Driver	Screws

Light Trespass Shield:
Pre-install provided (3) #8 hex washer head screws in holes in luminaire optical plate. Do not fully tighten. Align keyhole slots in shield base to screws. Rotate shield slightly to engage keyhole slots onto screw heads. Tighten screws until snug.
Light Trespass Shield can be installed in 4 different positions; 0°, 90°, 180°, 270°.

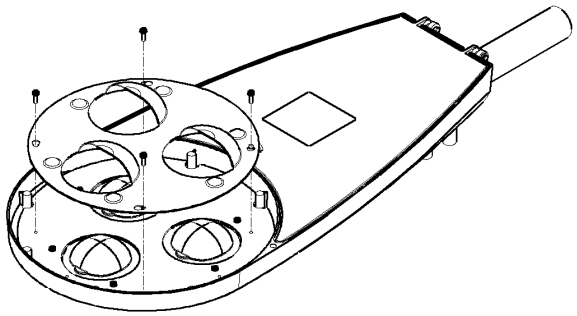
Figure 1 – Light Trespass Shield



GR2393

House Side Shield:
Pre-install provided (4) #8 hex washer head screws in holes in luminaire optical plate. Do not fully tighten. Align keyhole slots in shield base to screws. Shift shield slightly forward to engage keyhole slots onto screw heads. Tighten screws until snug.

Figure 2 – House Side Shield



GR2392

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LED IMPORTANT SAFETY INSTRUCTIONS

READ AND FOLLOW ALL SAFETY INSTRUCTIONS!
SAVE THESE INSTRUCTIONS AND DELIVER TO OWNER AFTER INSTALLATION

- To reduce the risk of death, personal injury or property damage from fire, electric shock, falling parts, cuts/abrasions, and other hazards please read all warnings and instructions included with and on the fixture box and all fixture labels.
- Before installing, servicing, or performing routine maintenance upon this equipment, follow these general precautions.
- Installation and service of luminaires should be performed by a **qualified licensed electrician**.
- Maintenance of the luminaires should be performed by person(s) familiar with the luminaires' construction and operation and any hazards involved. Regular fixture maintenance programs are recommended.
- It will occasionally be necessary to clean the outside of the refractor/lens. Frequency of cleaning will depend on ambient dirt level and minimum light output which is acceptable to user. Refractor/lens should be washed in a solution of warm water and any mild, non-abrasive household detergent, rinsed with clean water and wiped dry. Should optical assembly become dirty on the inside, wipe refractor/lens and clean in above manner, replacing damaged gaskets as necessary.
- **DO NOT INSTALL DAMAGED PRODUCT!** This luminaire has been properly packed so that no parts should have been damaged during transit. Inspect to confirm. Any part damaged or broken during or after assembly should be replaced.
- Recycle: For information on how to recycle LED electronic products, please visit www.epa.gov.
- These instructions do not purport to cover all details or variations in equipment nor to provide every possible contingency to meet in connection with installation, operation, or maintenance. Should further information be desired or should particular problems arise which are not covered sufficiently for the purchaser's or owner's purposes, this matter should be referred to Acuity Brands Lighting, Inc.



WARNING
RISK OF ELECTRIC SHOCK

- ✓ Disconnect or turn off power before installation or servicing.
- ✓ Verify that supply voltage is correct by comparing it with the luminaire label information.
- ✓ Make all electrical and grounded connections in accordance with the National Electrical Code (NEC) and any applicable local code requirements.
- ✓ All wiring connections should be capped with UL approved recognized wire connectors.



WARNING
RISK OF BURN

- ✓ Allow lamp/fixture to cool before handling. Do not touch enclosure or light source.
- ✓ Do not exceed maximum wattage marked on luminaire label.
- ✓ Follow all manufacturer's warnings, recommendations and restrictions for: driver type, burning position, mounting locations/methods, replacement and recycling.



CAUTION
RISK OF INJURY

- ✓ Wear gloves and safety glasses at all times when removing luminaire from carton, installing, servicing or performing maintenance.
- ✓ Avoid direct eye exposure to the light source while it is on.



CAUTION
RISK OF FIRE

- ✓ Keep combustible and other materials that can burn, away from lamp/lens.
- ✓ Do not operate in close proximity to persons, combustible materials or substances affected by heat or drying.

LED IMPORTANT SAFETY INSTRUCTIONS



CAUTION: RISK OF PRODUCT DAMAGE

- ✓ Never connect components under load.
- ✓ Do not mount or support these fixtures in a manner that can cut the outer jacket or damage wire insulation.
- ✓ Unless individual product specifications deem otherwise: Never connect an LED product directly to a dimmer packs, occupancy sensors, timing devices, or other related control devices. LED fixtures must be powered directly off a switched circuit.
- ✓ Unless individual product specifications deem otherwise: Do not restrict fixture ventilation. Allow for some volume of airspace around fixture. Avoid covering LED fixtures with insulation, foam, or other material that will prevent convection or conduction cooling.
- ✓ Unless individual product specifications deem otherwise: Do not exceed fixtures maximum ambient temperature.
- ✓ Only use fixture in its intended location.
- ✓ LED products are Polarity Sensitive. Ensure proper Polarity before installation.
- ✓ Electrostatic Discharge (ESD): ESD can damage LED fixtures. Personal grounding equipment must be worn during all installation or servicing of the unit.
- ✓ Do not touch individual electrical components as this can cause ESD, shorten lamp life, or alter performance.
- ✓ Some components inside the fixture may not be serviceable. In the unlikely event your unit may require service, stop using the unit immediately and contact an ABL representative for assistance.
- ✓ Always read the fixtures complete installation instructions prior to installation for any additional fixture specific warnings.

Please see product specific installation instructions for additional warnings or any applicable FCC or other regulatory statements.

Failure to follow any of these instructions could void product warranties. For a complete listing of product Terms and Conditions, please visit www.acuitybrands.com.

Our Brands	Indoor/Outdoor	Indoor Lighting	Outdoor Lighting	Controls
	Lithonia Lighting	Gotham	American Electric Lighting	DARK TO LIGHT
	Carandini	Mark Architectural Lighting	Antique Street Lamps	Lighting Control & Design
	Holophane	Peerless	Hydrel	ROAM
	RELOC	Renaissance Lighting	Tersen	Sensor Switch
		Winona Lighting		Synergy

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ABL LED General Warnings, Form No. 503.203

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INTRODUCTION

Product Description
The Light Trespass Shield is intended to limit the light directed to the sides and above/below the luminaire, the House Side Shield is intended to limit the light directed directly behind the luminaire. The Drop Refractor is intended to increase light thrown upwards by the luminaire. The VR refractor is intended disperse the light from the luminaire to provide enhanced visual comfort.

Each kit, **ATBXLTS, ATBXHSS**, and **ATBXREF** consists of a shield, you will need to use the preinstalled screws that came with the fixture. The **ATBXVR-XX** will come with the shield, skirt, and screws to install the skirt to the housing. You will need to use the preinstalled screws to install the shield to the fixture.

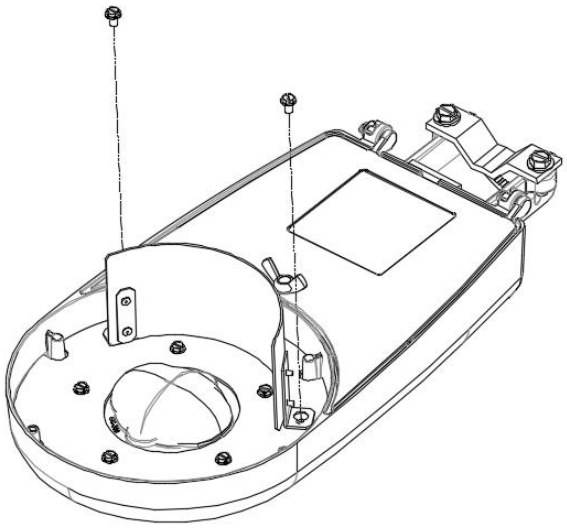
INSTALLATION

Tools and Materials Required

Description	Use
1/4” Socket or Nut Driver	Screws

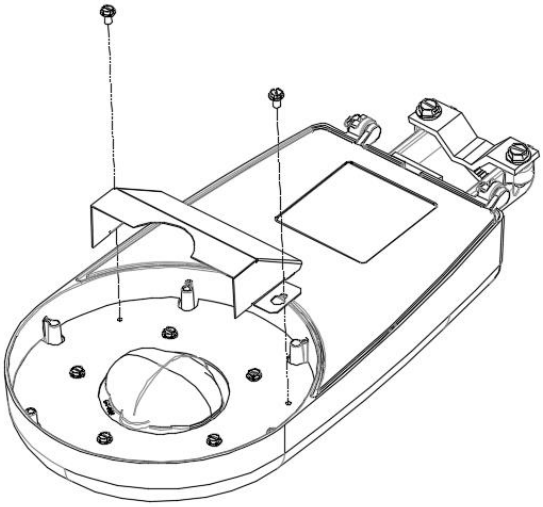
Light Trespass Shield:
Loosen existing (2) #8 hex washer head screws in holes in luminaire optical plate. Align keyhole slots in shield base to screws. Rotate shield slightly to engage keyhole slots onto screw heads. Tighten screws until snug.

Figure 1 – Light Trespass Shield



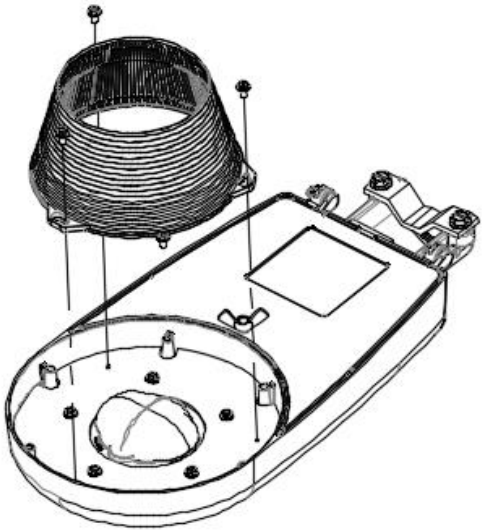
House Side Shield:
Loosen existing (2) #8 hex washer head screws in holes in luminaire optical plate. Align keyhole slots in shield base to screws. Shift shield slightly forward to engage keyhole slots onto screw heads. Tighten screws until snug.

Figure 2 – House Side Shield



Drop Down Refractor:
Loosen existing (3) #8 hex washer head screws in holes in luminaire optical plate. Align keyhole slots in refractor base to screws. Shift shield slightly forward to engage keyhole slots onto screw heads. Tighten screws until snug.

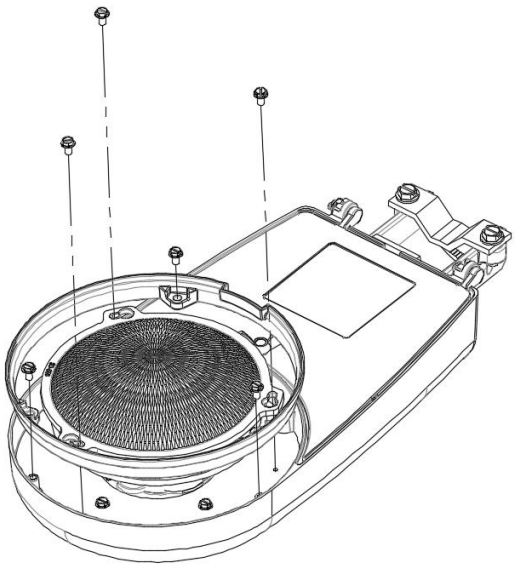
Figure 2 – House Side Shield



Visual Comfort Refractor:

Loosen existing (3) #8 hex washer head screws in holes in luminaire optical plate. Place the provided gasket in the refractor channel. Align keyhole slots in refractor base to screws. Shift shield slightly forward to engage keyhole slots onto screw heads. Tighten screws until snug. To install the Visual Comfort skirt, assure the to align the notch in the skirt with the wing nut that secures the door to the electrical chamber as well as aligning the three holes in the skirt with the three holes in the luminaire. Attach the skirt to the luminaire with the included screws.

Figure 2 – House Side Shield



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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

LED Lighting Angst

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, May 7, 2021 at 12:54 PM
To: Nancy Owen Lewis <lewis@sarsf.org>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Hi Nancy,

I'm so sorry for the delay! I was going through my inbox and realized I drafted but never sent a response to you. My sincerest apologies. Thanks for reaching out with these questions and concerns. I know there have been lots of emails flying around with everyone from our working group to the entire governing body cc'd.

We're working on a question/answer doc as we speak with many of the frequently asked questions we received at the demonstration event and via email afterward. We're close to having this document ready to post on the website and I will be sending it out to our email list as well. We wanted to get this out before scheduling our second group meeting, so that will also be coming soon.

Thank you again for all your hard work on this project with us!

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Fri, Apr 30, 2021 at 3:39 PM Nancy Owen Lewis <lewis@sarsf.org> wrote:

> Dear Regina and Cheyenne,
> This constant barrage of emails and escalating exchange of technical details is quite mind boggling. It would be extremely helpful to have another meeting soon --to be organized and run by you to hopefully get us working together as a group. When you get a chance, I do have a few questions, as listed below, and I'm sure you have been bombarded with others as well. As an anthropologist, I can't help but think what an interesting ethnography this would make--perhaps when it's all over and our streets are happily and properly lit.
>
> 1. Will shields be installed at the demonstration sites so we can see how they affect the lighting?
> 2. Some of the lights seem very glary. Is there a plan to use lenses to modify that glare? (see attached photo)
> 3. My understanding is that Lumens, as opposed to Kelvin, directly relate to traffic safety. In terms of Lumens, what is being proposed for the new lights?
> 4. The Dalkia representative at the Jaguar Drive site (JC Florenson) indicated that lights under 2700 K would not be warranted by the manufacturer. As a result, lights under 2700 K would likely not be considered. Please advise.
> 5. Has the NMDOT modified its Kelvin requirements on city roads--either through changing the regulation or through a waiver? When I asked about its requirements yesterday, a NMDOT engineer (David Barboza) referred my question to the Office of General Counsel and said he was "awaiting guidance from them."
>
> Best regards,
> Nancy Owen Lewis

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

LED Street Lighting Steering Committee meeting input

David Carr <davidacarraia@gmail.com> Fri, Apr 16, 2021 at 8:42 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Your definition of candela is actually the definition for Luminous Intensity (candlepower) per the IES Lighting Handbook. Luminous Intensity is "Light density within a very small solid angle in a very specific direction. The unit of measurement is Candela (cd), the luminous intensity of a source expressed in "candelas is its" Candlepower (cp).
"The candela is the international basic physical quantity in all measurements of light: all other units are derived from it. Its value is determined by the light emitted by a laboratory device called a blackbody, operating at a specific temperature. An ordinary wax candle has a luminous intensity in a horizontal direction of approximately one candela. Candlepower is always a property of a source of light, and gives information regarding luminous flux at its origin."

The other definitions look good. I like the graphic for the light distribution pattern, better than the one in my copy of the lighting handbook.

David A. Carr, AIA
3411 Via Magdalene
Santa Fe, NM 87507
(505)-603-0047
davidacarraia@gmail.com

On Thu, Apr 15, 2021 at 4:16 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Hi David,

Thank you very much for your participation in our steering committee. I'm excited about the impact this diverse group will have on our project. Thank you for the suggestion on how the facilitation could be improved. The next meeting should allow much more time for discussion. I like the virtual whiteboard idea and will see how we can leverage that.

I'm still working on the meeting notes and Q&A doc to compile the best answers to all the questions that were raised during the meeting and sent to me afterward over the past couple of days.

Can you review the terms defined below? If they're satisfactory, I will add this to the notes I'll be sharing the with broad group:

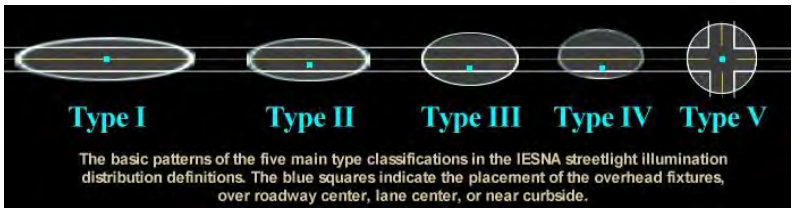
Candela (cd): the amount of light emitted by a lighting device in a particular direction. Lumen output measurements are associated with candelas, and lumens are more commonly used to express the amount of light emitted.

Illumination at the roadway (also called illuminance, measured in footcandles (fc)): the intensity of light emitted from a surface per unit area in a given direction. The number of lumens on a surface is divided by the area of the surface to obtain the average illuminance over that area. In the United States Customary System (USCS), the unit is the footcandle (fc), where one foot candle is equal to one lumen per square foot.

Additional note: The human eyes do not see illuminance. They see only the portion of the light that is reflected toward them. An example is a white line on a black asphalt surface. The appearance of the white line is totally different from that of the black surface, even though each may be receiving identical illuminance.

Luminance (reflectance of light from pavement surface): To understand what the eye sees, one must consider luminance, the concentration of light reflected toward the observer per unit area of surface. It is essentially the intensity divided by the area of the source and is measured in candelas per square meter (cd/m2).

Light distribution patterns:



The basic patterns of the five main type classifications in the IESNA streetlight illumination distribution definitions. The blue squares indicate the placement of the overhead fixtures, over roadway center, lane center, or near curbside.

Types II and III are preferred for street lights and are the types being evaluated for installation.

Thank you again,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
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On Wed, Apr 14, 2021 at 1:13 PM David Carr <davidacarraia@gmail.com> wrote:

It was a good start last night. I look forward to seeing the demonstration sites.

I have three items to add to the design requirements:

Illumination at the roadway (footcandles)
Luminance (reflectance of light from pavement surface
Luminaire light distribution pattern (IES RP-33-99, Lighting for Exterior Environments, seven distribution patterns with types II and III being preferred for streets.

I am willing to share the My View that I wrote and was published in the New Mexican 2/28/21 with the committee members.

My one criticism is in regard to the facilitation of the meeting. I realize that there was limited time to address the items for the first meeting, but I felt that the process was too rigid which stymied the free flow of views and information, Only requesting questions, and not being able to provide comments or input on the slides or following up on other members input missed being able to provide clarification and additional concerns and information.

I suggest that in the future we use the "parking lot" process for items not germane to the topic under discussion and be identified and listed on a virtual whiteboard (there are collaboration software programs such as Padlet that can be utilized) so that they can be addressed later at the end of the meeting or at the next meeting. Also keeping an action item list with who to perform the action and the due date and identifying when the items have been completed would also be helpful.

David A. Carr, AIA
3411 Via Magdalene
Santa Fe, NM 87507
(505)-603-0047
davidacarraia@gmail.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

LED Streetlight Committee Questions

WHEELER, REGINA A. <rawheeler@santafenm.gov> Mon, Apr 19, 2021 at 10:28 AM
To: Nancy Owen Lewis <lewis@sarsf.org>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hello Nancy,

Sorry for the delay in response. See answers to your questions below.

Feel free to call or write if you seek more info or clarification.

Best,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: Nancy Owen Lewis <lewis@sarsf.org>
Sent: Thursday, April 15, 2021 2:52 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: LED Streetlight Committee Questions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Cheyenne,

I wanted to thank you and the other facilitators for organizing and conducting such an excellent meeting on Tuesday. As the representative from the city's Public Safety Committee, I will be presenting a report at our meeting on Tuesday, April 20--our third meeting since the pandemic began. Although I took notes, I had a number of questions as follows:

1) When will a list of participants (not to be shared outside the group) and facilitators be provided? What is Page Buono's title? The other three "facilitators" were Regina Wheeler (public works), Jamie Aranda (PNM), and you--is that correct?

a. Our idea is to share names of Steering Committee at the Governing Body meeting where lighting design options are presented to Governing Body in late May, early June.

b. Page is the Facilitator. Regina is Project Manager for City. Cheyenne is leader of public engagement process and she works for Dalkia. The notes, which will go out today or tomorrow will contain that information.

2) Timetable. Please verify that the following dates are correct: a) April 23--Demonstration sites available; b) May 4, 5:30-7 pm--next steering committee meeting; c) May 26--Final lighting plan to be presented to city.

a. Yes, demo sites available April 23. We expect to have staff at a couple of locations, probably Frenchy's Park and Jaguar Drive, that night from 8-9:30pm to answer questions and gather feedback.

b. We need to send a doodle poll for the second steering committee meeting, which will probably be during the first week in May.

c. We'll present lighting design options to GB along with all feedback from public and staff recommendation on either May 26 or early June. The same item will be heard by two Council Committees prior to going to GB.

3) Minutes. Will "minutes" of the last meeting be provided? It would be helpful to see a list of the recommendations.

a. We expect to release the notes from the steering committee meeting today or tomorrow. We will post them on website too.

I look forward to hearing from you. Thanks!

Best regards,

Nancy Owen Lewis

LED Street Lighting Steering Committee

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Lighting Design Steering Committee Member Contact Information

rdellenberg@gmail.com <rdellenberg@gmail.com> Sun, Apr 18, 2021 at 5:54 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Thank you

Richard D. Ellenberg
rdellenberg@gmail.com
505 699 9158
1714 Canyon Road
Santa Fe, NM 87501-6140

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Sunday, April 18, 2021 6:16 PM
To: rdellenberg@gmail.com
Subject: Re: Lighting Design Steering Committee Member Contact Information

Hi Richard,

Thank you for your question. Yes, they are all in locations that either directly have parking or are near commercial lots with plenty of parking spaces.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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Please update your records with our new email format.

On Sun, Apr 18, 2021 at 5:22 PM <rdellenberg@gmail.com> wrote:

> I am sure the demonstration sites will all have parking and a place to safely pull over?
>
> Richard D. Ellenberg
> rdellenberg@gmail.com
> 505 699 9158
> 1714 Canyon Road
> Santa Fe, NM 87501-6140

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Thursday, April 15, 2021 6:23 PM
To: David Carr <davidacarraia@gmail.com>; Nancy Owen Lewis <lewis@sarsf.org>; Eric Gent <ericgent33@gmail.com>; Ruth Hamilton <rhamilton505@gmail.com>; hope reed 406

<hopereed33@gmail.com>; Ken Hughes <b1family@icloud.com>; Tom & Carlyn Jervis <Jervidae@cybermesa.com>; rdellenberg@gmail.com; Alba Blondis <ablondis@gmail.com>; Peter Lipscomb <pslipscomb@gmail.com>; lucygent@gmail.com; Madeleine Carey <mcarey@wildearthguardians.org>
Cc: Page Buono <page.buono@gmail.com>; Aranda, Jamie <Jamie.Aranda@pnmresources.com>
Subject: Lighting Design Steering Committee Member Contact Information

Hi all,

Thank you so much for your agreement to participate in our Lighting Design Steering Committee and your presence at our first meeting. I'm grateful for the respect you show for each other and the process, and the unique and valuable perspectives you bring. The first meeting was very informative and we're eager for this group's ability to positively impact the project as community leaders with deep appreciation for your great city.

Below is the list of member names, emails, and representation in the order of your introductions in the meeting. Please keep in mind that the group has agreed to share information internally only. **Please keep the group member names and contact information confidential.**

If anyone would like how their representation is described to be changed, please let me know. We do plan to make the list of representation public so your fellow citizens can understand the voices on this committee. Your names and emails will not be shared.

Representative	Email	Representation
David A. Carr	davidacarraia@gmail.com	Architect, Santa Fe chapter of AIA
Nancy Owen Lewis	lewis@sarsf.org	Anthropologist, Public Safety Committee
Eric Gent	ericgent33@gmail.com	Railyard neighborhood resident and business owner
Ruth Hamilton	rhamilton505@gmail.com	Tierra Contenta resident
Hope Reed	hopereed33@gmail.com	Mayor's Committee on Disability
Ken Hughes	b1family@icloud.com	Sierra Club
Tom Jervis	Jervidae@cybermesa.com	Sangre de Cristo Audubon society
Richard Ellenberg	rdellenberg@gmail.com	Canyon Neighborhood Association
Alba Blondis	ablondis@gmail.com	Tierra Contenta, Southwest Santa Fe Advocates Chair
Peter Lipscomb	pslipscomb@gmail.com	sensible lighting advocate, wrote nomination packet for IDA Clayton Lake State Park
Lucy Foma	lucygent@gmail.com	Racial equity and safety advocate
Madeline Carey	mcarey@wildearthguardians.org	Wild Earth Guardians, outdoor runner/pedestrian advocate

I've transcribed the meeting notes and am currently compiling answers to all the questions that were raised during the meeting. I've also received several questions in emails after the meeting. I will try to send this all out tomorrow and I appreciate everyone's patience.

As you continue to think of questions, please continue to email them to me. If everyone is comfortable with this cadence, I will send out a weekly email with all questions/answers and new relevant information from the week. If anyone thinks a more or less frequent communication would be more appropriate, please let me know.

We have not selected a follow up meeting date. Keep an eye out for a poll to determine everyone's availability and the best date/time.

Thank you again for your participation and investment in the City of Santa Fe. Email or call me any time with questions or concerns.

Have a great evening!

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Meeting #1 Notes and Presentation/Group Cadence

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Thu, Apr 22, 2021 at 5:02 PM
To: Madeleine Carey <madeleine.carey@gmail.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, Ken Hughes <b1family@icloud.com>, Nancy Owen Lewis <lewis@sarsf.org>, Alba Blondis <ablondis@gmail.com>, David Carr <DavidACarrAIA@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, hope reed <hopereed33@gmail.com>, Lucy Gent Foma <lucygent@gmail.com>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Eric Gent <ericgent33@gmail.com>
Cc: Page Buono <page.buono@gmail.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>

Hi everyone,

Please find attached the notes and presentation from our first meeting. Sorry for the delay in getting these out to you and appreciate your patience. Your names and representation groups have been added to the notes document and I am going to post this notes document, along with the presentation, to the project website tomorrow.

We've rebranded the group from "Steering Committee" to "Working Group" due to the confusion around the name and the group's true responsibilities. This is an informal advisory group, brought together to provide deeper insight and representation of Santa Fe's many diverse communities. Moving forward, if you can all adopt that terminology in reference to the group, it would be greatly appreciated.

Please note for future communication, Madeleine Carey has asked that we utilize her personal email instead of her work email, so please try to accomodate: madeleine.carey@gmail.com

Please find some clarification of this group's process and the project in general below:

Next meeting date: TBD, please fill out THIS SURVEY with your availability so I can schedule it. Please also note the next meeting Zoom link will be made available for the public to observe our discussions.

Feedback collection ends May 10. After May 10, Dalkia will take all the feedback along with recommendations from this group and project requirements to develop the final community-guided lighting design for presentation and approval by the Governing Body.

Email conversation between this group is part of the feedback for this project, along with the discussion in meetings. Please continue to cc me on emails to the group so I can provide clarity where necessary with regard to the project. I sincerely appreciate each of you continuing to be part of this group and engaging so deeply with this project.

I will be sending out an email shortly to the project email list, with all the information about the demonstrations kicking off tomorrow. If anyone has further questions after that email goes out, please let me know. For clarity, the demonstration fixtures will stay up until the conversion, and will be replaced as needed with what's approved by the Governing Body for the final lighting design. The community engagement feedback collection, related to the demonstrations or the project in general, will end May 10.

As always, please continue to reach out to me with questions or feedback.

Thank you all so much!

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

2 attachments

Santa Fe Community Guided Lighting Design Working Group Meeting 1 Presentation.pdf
369K

Santa Fe Community Guided Lighting Design Working Group Meeting 1 Notes.pdf
1449K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Meeting #1 Notes and Presentation/Group Cadence

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Fri, Apr 23, 2021 at 2:57 PM
To: David Carr <davidacarraia@gmail.com>

Hi David,

Thank you for bringing up the COVID protocols. It's become so routine at this point that I forgot to include the message in the email, but it's on the website now. I understand your point about the noise and the wind this evening - we're hoping for good weather and good conversation. We have to be careful with shared surfaces due to COVID protocols, but each pole for the demonstration has a poster with a QR code that will take you directly to the website to use the feedback form if need be tonight, and those posters will remain up for the duration of the demonstration period.

The lumen output is different depending on if it's a residential, local, or major roadway, based on PNM's Rate 20. With regard to the color temperature, to reduce subconscious biases, the community-guided design demonstrations are based on the blind-experiment methodology to encourage unbiased assessment. Each pole will be numbered. If you have feedback about a specific luminaire or set of luminaires, please provide the number of the pole(s) along with your feedback.

Please let me know if you have any other questions! Looking forward to tonight's event and the demonstration period.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Fri, Apr 23, 2021 at 9:57 AM David Carr <davidacarraia@gmail.com> wrote:

> Two items:
>
> No information has been included regarding following Covid protocols at the demonstration sites with staff presentations.
>
> I have requested and there have been other requests to provide written information on the luminaires, lumens, kelvins etc. for each demonstration site prior to tonight's presentations. Or will there be handouts? Written information will be most helpful in educating the working group and being able to document and make notes when evaluating each type of installation. Also it is also helpful for those of us who wear hearing aids. Between wearing a mask and the weather report indicating it will be windy (again!!) around the 8 PM time frame, it makes it hard to understand people talking.
>
> Thanks!
>
> David A. Carr, AIA
> 3411 Via Magdalene
> Santa Fe, NM 87507
> (505)-603-0047
> davidacarraia@gmail.com
>
> On Thu, Apr 22, 2021 at 6:02 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> > Hi everyone,
> >
> > Please find attached the notes and presentation from our first meeting. Sorry for the delay in getting these out to you and appreciate your patience. Your names and representation groups have been added to the notes document and I am going to post this notes document, along with the presentation, to the project website tomorrow.
> >
> > We've rebranded the group from "Steering Committee" to "Working Group" due to the confusion around the name and the group's true responsibilities. This is an informal advisory group, brought together to provide deeper insight and representation of Santa Fe's many diverse communities. Moving forward, if you can all adopt that terminology in reference to the group, it would be greatly appreciated.
> >
> > Please note for future communication, Madeleine Carey has asked that we utilize her personal email instead of her work email, so please try to accomodate: madeleine.carey@gmail.com
> >
> > Please find some clarification of this group's process and the project in general below:
> >
> > **Next meeting date:** TBD, please fill out THIS SURVEY with your availability so I can schedule it. Please also note the next meeting Zoom link will be made available for the public to observe our discussions.
> >
> > **Feedback collection ends May 10.** After May 10, Dalkia will take all the feedback along with recommendations from this group and project requirements to develop the final community-guided lighting design for presentation and approval by the Governing Body.
> >
> > Email conversation between this group is part of the feedback for this project, along with the discussion in meetings. Please continue to cc me on emails to the group so I can provide clarity where necessary with regard to the project. I sincerely appreciate each of you continuing to be part of this group and engaging so deeply with this project.
> >
> > I will be sending out an email shortly to the project email list, with all the information about the demonstrations kicking off tomorrow. If anyone has further questions after that email goes out, please let me know. For clarity, the demonstration fixtures will stay up until the conversion, and will be replaced as needed with what's approved by the Governing Body for the final lighting design. The community engagement feedback collection, related to the demonstrations or the project in general, will end May 10.
> >
> > As always, please continue to reach out to me with questions or feedback.
> >
> > Thank you all so much!
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > m: (913) 653 5239
> > dalkiasolutions.com
> >
> > **Formerly Groom Energy Solutions, LLC**
> > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > *Please update your records with our new email format.*

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Form Submission - New Form - Santa Fe Street Light Project

Lucy Gent Foma <lucygent@gmail.com> Mon, Apr 26, 2021 at 10:06 AM
To: mbaker@softlights.org, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

HI Mark,

Thank you for getting in touch. I am happy to bring information to the group. Please send along whatever materials I can share.

Best,
Lucy

On Sat, Apr 24, 2021 at 11:14 PM Squarespace <form-submission@squarespace.info> wrote:

> Sent via form submission from *Lucy Gent Foma*
>
> **Name:** Mark Baker
>
> **Email Address:** mbaker@softlights.org
>
> **Subject:** Santa Fe Street Light Project
>
> **Message:** Dear Lucy Foma,
>
> We were pleased to see your name on the Santa Fe Street Lighting Steering Committee. Soft Lights is an advocacy group dedicated to protecting the natural night resource that is fundamental to our well being and safety. We would like to provide information about the need for protecting the natural night resource and how artificial light is a toxic pollutant.
>
> We hope that you will contact us for more information.
>
> Sincerely,
>
> Mark Baker, B.S.E.E.
> Soft Lights
> www.softlights.org

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"People, no matter their age, need to feel and be viewed as capable. Everyone wants a purpose. When given the opportunity, they will rise to the challenge."

- Greg Farrell, Founding President, EL Education

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Street illumination

Tom & Carlyn Jervis <Jervidae@cybermesa.com> Wed, Apr 21, 2021 at 1:46 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: Richard Ellenberg <rdellenberg@gmail.com>, David Carr <davidacarraia@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, Eric Gent <ericgent33@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, hope reed <hopereed33@gmail.com>, Ken Hughes <b1family@icloud.com>, Alba Blondis <ablondis@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, lucygent@gmail.com, "<Buddy@crossroadsled.com>" <Buddy@crossroadsled.com>, Madeleine Carey <mcarey@wildearthguardians.org>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>

Folks,

I have made clear to the committee my preference for low color temperature street lighting. Some weeks ago, I prepared the attached argument for Low-color-temmperature street lighting for Audubon members which I also sent to members of the City Council and Mayor. It lays out the argument for the lowest possible color temperature lighting from the standpoint of wildlife. Being a wildlife advocate, I find that argument compelling.

Dalkia has made it clear (email from Cheyenne (email April 20th) that they do not intende to include the lowest color temperature fixtures in their demonstration, which should commence this week (I think). At the same time, the SF New Mexican is installing 2000K lighting at their printing facility at 1 New Mexican Plaza on the south side of town. The installer of that lighting, Crossroads Illumination, has invited the committee to review that installation on April 29th, at 8:00 PM.

I want to encourage the committee to consider the needs of wildlife and to view the installation at the New Mexican's printing plant before making any decisions about street lighting for Santa Fe. This is a decision that will have long-term repercussions for the City, and we need to make sure that we are fully informed about the alternatives avaiilable to us.

Thank you for your attention to the needs of wildlife.

Tom Jervis

Street illumination.pdf
61K

Streetlights and Wildlife

Tom Jervis, President
Sangre de Cristo Audubon Society

In the 21st century, we are accustomed to think of light as something that happens when you flip a switch. But as recently as 100 years ago, artificial light was something that limited and dim. It was not until after the Second World War that the technology to generate vast quantities of electrical energy and transform that into astonishing levels of illumination, among other social benefits, became widespread. With the recent advent of inexpensive and highly efficient light-emitting diode (LED) technology, our capability to bring very high illumination levels took a great leap forward.

Wildlife evolved to live with the natural day-night cycle and seasonal variation in that pattern. Most living things, including humans and many plants, are exquisitely tuned to these circadian rhythms by internal clocks that keep our body processes functioning properly.

Modern LED technology, particularly high color-temperature (blueish) lighting, has created a serious problem for wildlife beyond that already created by our sprawl into areas not previously affected by our civilization. There are two issues with area lighting such as streetlights. The first is the intensity of illumination and how well it is directed to those places where it is wanted and needed. LED lighting is generally better directed than the commonly used light fixtures of the recent past and it is easier to control to prevent "trespass light" going where it is not needed. Because it is so efficient, however, it is too easy to create a glare problem both for humans and for wildlife if direct and reflected light are too intense. The second issue with LED lighting has to do with the color temperature of the light. LEDs come in color temperatures from about 1000 K to 10.000 K or more. The higher the temperature, the more blueish the light is; the lower the temperature the more yellow to red it is. Note that this is independent of the intensity—usually measured in lux (lumens per square foot)—of the illumination.

For wildlife, particularly birds and insects, the problem is compounded by the color temperature of the lighting. Birds and insects "see" in the ultraviolet (UV) and high-color temperature lights contain significant UV light. Lights of any kind disturb the day-night rhythm that animals expect, but the intense blueish light of high temperature LEDs amplifies the effects. These high-color-temperature lights also accentuate glare and distort color rendition.

Research has shown that blueish light from high color temperature LEDs is particularly disturbing to birds, many of whom migrate at night, navigating by the stars and Moon. They are confused by overly-bright lights, disrupting their migration patterns and causing them to be "trapped' by these lights until they collapse from exhaustion. Higher levels of light pollution were associated with more species during migration—evidence that light pollution attracts migratory birds to cities across the U.S. Research has also found that cities contained the greatest numbers of migratory bird species during spring and autumn migration. This is cause for concern, as it shows that the influence of light pollution on migratory behavior is strong[1].

Research in Germany on the Blue Tit, a chickadee-like bird, has demonstrated that artificial lighting results in the males starting to sing earlier in the morning, and that females start to build their nests earlier in the season. The researchers also documented disruption in the mating behavior of the birds, resulting in more "extra pair" matings[2].

Insects are also attracted to light, more so by light with a high UV content. Research has shown that populations of insects living near to artificial lights include more predator and scavenger species than populations living in similar, but darker, conditions. This shift can affect the survival rates of different species and have effects on birds and mammals that feed on those species. Interestingly, the effects were seen during the day, as well as at night, so these population shifts are ongoing[3]. Many mammals are nocturnal, so bright artificial lighting, particularly high color-temperature LED lighting, is bad for them as well, disrupting their circadian rhythms, their foraging and hunting behaviors, and their ability to avoid predators[4].

Finally, the American Medical Association (AMA) has adopted an official policy statement about street lighting[5]. An AMA committee issued guidelines on how communities can choose LED streetlights to "minimize potential harmful human health and environmental effects." The AMA's statement recommends that outdoor lighting at night, particularly street lighting, should have a color temperature of no greater than 3000 Kelvin (K).

So high levels of lighting, particularly UV-rich LED lights, is bad for animals, disrupting the behaviors which evolution has prepared them for life in the world. But at the same time, we need artificial lighting for the protection of public health, safety, and security. Fortunately, there are solutions. The same technology that produces UV-rich and overly bright lights also makes it possible to make lights at a lower color-temperature with more than adequate intensity for public purposes. In a review of artificial lighting for the National Park Service[6], the authors concluded that for the particular case of roadway lighting, that "Where light is essential, fixtures should be full cutoff and shielded to minimize glare from any non- road site .... The best overall choice for spectrum is probably yellow (e.g., low-pressure sodium or yellow/amber LED)."

The choice is ours to make. We can have the social benefits of artificial lighting with minimal disruption of the natural world if we choose the right lighting source. Low color temperature LEDs provide public safety and security and are efficient and low-cost to operate. That is the path we should take.

---

[1] Cities can help migrating birds on their way by planting more trees and turning lights off at night, <https://theconversation.com/cities-can-help-migrating-birds-on-their-way-by-planting-more-trees-and-turning-lights-off-at-night-152573>.

[2] Artificial night lighting affects dawn song, extra-pair siring success and lay date in songbirds, Bart Kempenaers, Pernilla Borgström, Peter Loës, Emmi Schlicht and Mihai Valcu, *Current Biology*, 20 1735, 2010.

3 Street lighting changes the composition of invertebrate communities: Thomas W. Davies, Jonathan Bennie, and Kevin J. Gaston; Biology Letters, Volume 8, Issue 5, 23 May 2010.

[4] Ecological Consequences of Artificial Night Lighting. Catherine Rich & Travis Longcore (eds). 2006. Island Press. Covelo, California. Pages 15-42. http://www.urbanwildlands.org/ecanlbook.html.

[5] http://www.ama-assn.org/ama/pub/news/news/2016/2016-06-14-community-guidance-street-lighting.page.

[6] Artificial Night Lighting and Protected Lands : *Ecological Effects and Management Approaches,* Travis Longcore and Catherine Rich, Natural Resource Report NPS/NRSS/NSNS/NRR—2017/1493, National Park Service, Fort Collins, Colorado.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Street Light Committee and open meetings

rdellenberg@gmail.com <rdellenberg@gmail.com> Tue, Apr 20, 2021 at 12:24 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "MICHAEL J. GARCIA" <michael.garcia.nm@gmail.com>, "Melanie J. Majors" <Director@nmfog.org>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

The groups you cite are all formed independent of the City Government, and this one was formed by you. This is an effort to work around the City Resolution and policy. It may or may not be successful, but I personally do not think it should be.

We will see if anyone wants to pursue this.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, April 20, 2021 12:39 PM
To: rdellenberg@gmail.com; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: 'MICHAEL J. GARCIA' <michael.garcia.nm@gmail.com>; Melanie J. Majors <Director@nmfog.org>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: RE: Street Light Committee and open meetings

Hello Richard,

The Community Guided Lighting Design Steering Committee is an informal group of community leaders brought together to give staff input on the streetlight LED conversion lighting design. Staff invited members from different community groups and neighborhoods to engage in the project and provide feedback. The committee's feedback and notes containing the substance of their meetings will be shared with the public and with governing body. The group has no decision making role and lighting design options along with community feedback will be presented to governing body who will make the decision about this lighting design for the City. Members of the group will attend the Governing Body meeting when the lighting design is presented and at that time all names will be publicized. Right now, the group prefers to be identified as follows:

Twelve Committee Members self-declared representation:

- architect, Santa Fe chapter of AIA
- anthropologist, Public Safety Committee
- railyard neighborhood resident and business owner
- Tierra Contenta resident
- Mayor's Committee on Disability
- Sierra Club, lives in cohousing group on Alemeda across from Frenchy's
- Sangre Christo Audubon society
- Canyon neighborhood association
- Tierra Contenta resident, Southwest Santa Fe Advocates Chair
- sensible lighting advocate, wrote nomination packet for IDA Clayton Lake State Park, works for Cerrillos Hills State Park
- racial equity advocate
- Wild Earth Guardians, climate policy, outdoor runner

We have verified with the City Attorney that this resolution does not apply to this committee since it is an ad hoc group formed by staff to gather input and not a committee officially formed by Governing Body.

Councilor Garcia got an email from City Attorney to that effect.

Best,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: rdellenberg@gmail.com <rdellenberg@gmail.com>
Sent: Tuesday, April 20, 2021 11:47 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Cc: 'MICHAEL J. GARCIA' <michael.garcia.nm@gmail.com>; Melanie J. Majors <Director@nmfog.org>
Subject: Street Light Committee and open meetings

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello: This Committee is an advisory committee intended to advise the City especially as to the Color Level of the proposed Street Lights. However, its process does not comply with Open Meetings Rules. I understand the City has received too many e mails on the subject and wishes to protect the members of the Committee from this. However, those advising the City should be receptive to information. Is someone abuses this, there is always "Block Sender".

The City's policy is that all committees should be open. See attached. It also provides for how Committees are to be established, and this Committee has been established outside that process.

I think the Committee if functioning well and is well composed. But it is always a concern when a formal Committee whose composition is chosen by a City Director operates in secret.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Working Group meeting

WHEELER, REGINA A. <rawheeler@santafenm.gov> Fri, May 7, 2021 at 12:50 PM
To: Alba Blondis <ablondis@gmail.com>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hello Alba,

We totally agree! We have been working hard on completing a packet of important information to follow up on feedback from demos and the many requests for information we've received. We felt like we needed to get this work done and then send doodle pole for a working group meeting week after next.

Thank you for everything ☺

Regina

From: Alba Blondis <ablondis@gmail.com>
Sent: Friday, May 7, 2021 2:48 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Working Group meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon to you both,

Last week when I wrote my "this is ridiculous" letter to everyone concerning the overreaction to the street lights, I suggested that we have a meeting.

While this may not be the most pleasant meeting you will ever have, I believe it is a necessary one to soothe ruffled feathers and quiet the squawking. You will have noticed that the men have been very active, and you have heard nothing on the group email feed from the women. It would be nice to hear everyone's opinion and be sure that everyone has a chance to give conclusions.

If there is an extension, we have not received notification of a future date. One of the men has reached out to me to ask for this meeting and since I agree a meeting is needed, I agreed to write this request. To still the rumblings, I believe a group **discussion** will be helpful.

Thank you in advance for arranging another meeting.

Alba Blondis, Chair

Southwest Santa Fe Advocates

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Member Names To Be Released

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Apr 21, 2021 at 8:57 AM
To: Madeleine Carey <mcarey@wildearthguardians.org>

Absolutely, thanks Madeline!

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Wed, Apr 21, 2021 at 9:02 AM Madeleine Carey <mcarey@wildearthguardians.org> wrote:

Hey Cheyenne,

I am fine with this, but can you begin using my personal email so there is no confusion about my orgs involvement? madeleine.carey@gmail.com

MADELEINE CAREY
Greater Gila Guardian
She/Her/Hers

(505) 417-5893
www.wildearthguardians.org

WildEarth GUARDIANS
A FORCE FOR NATURE

On Tue, Apr 20, 2021 at 5:38 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Good evening everyone,

The Steering Committee's anonymity has come under scrutiny recently because it's a committee formed to provide feedback on the lighting project. I've been directed to release the names (just names at this time, not contact information) of all Steering Committee members on the project website.

Since this is a change from our agreement, you are free to step down from the Committee. If you are uncomfortable having your name shared in association with this Committee or the lighting upgrade project, there is absolutely no expectation that you continue to serve and you're welcome to step down with no hard feelings.

If you'd like to stay on the Committee and begin to receive unwanted communication, feel free provide the following response to anyone:

> The Community Guided Lighting Design Steering Committee is an informal group of community leaders brought together to give input on the streetlight LED conversion lighting design. All questions and comments should be directed through the website SantaFeLED.com or via email to SantaFeLED@dalkiasolutions.com.

I deeply appreciate each of you putting your time and energy into this process to help ensure the best possible outcome of this project, on behalf of your communities, for the City of Santa Fe.

Please let me know as soon as possible if you'd prefer to remove yourself from the Committee.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

--

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
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Please update your records with our new email format.

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

First Meeting - LED Street Lighting Design Steering Committee

WHEELER, REGINA A. <rawheeler@santafenm.gov> Tue, Apr 13, 2021 at 5:47 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Yes, sending individually best. We'll need to talk to the committee about our concerns for attacks and attempt to keep them anonymous.

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Monday, April 12, 2021 10:16:54 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: First Meeting - LED Street Lighting Design Steering Committee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Perfect, thank you for the super quick turnaround! I have a tendency to be too verbose... Working on it.

You like the approach of sending individually? I think protecting membership until the last moment possible is the best approach to ensure this is as fair as possible.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, Apr 12, 2021 at 9:09 PM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

> Thanks for drafting and sending! I made editorial changes in the version below.
>
> Regina Wheeler
> City of Santa Fe
> Public Works Director
> 505-955-6622 (o)
> 505-690-4197 (m)
> rawheeler@santafenm.gov
>
> **From:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> **Sent:** Monday, April 12, 2021 10:05 PM
> **To:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Subject:** First Meeting - LED Street Lighting Design Steering Committee
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> What do you think of the below? I'll send it to each member individually and put their name in the salutation.
>
> Good evening ,
>
> Thank you very much for your willingness to serve on the Street Lighting Design Steering Committee and the community-guided street lighting design.
>
> As discussed, our first meeting will be tomorrow, April 13, 5:30-7:00PM MT, virtually via Zoom.

Here is the high level agenda, which will be presented in further detail to start the meeting tomorrow evening:

1. Introductions – 30 minutes
2. Lighting Design Considerations and Group Discussion – 1 hour

Please find the joining information below. This will be a private meeting for steering committee members only.

Join Zoom Meeting

https://santafenm-gov.zoom.us/j/94379746066

Meeting ID: 943 7974 6066

One tap mobile

+16699006833,,94379746066# US (San Jose)

+12532158782,,94379746066# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 943 7974 6066

Find your local number: https://santafenm-gov.zoom.us/u/aPj4dmWTn

If you have any questions prior to the meeting, please don't hesitate to ask.

See you (virtually) tomorrow!

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

First Meeting - LED Street Lighting Design Steering Committee

rdellenberg@gmail.com <rdellenberg@gmail.com> Tue, Apr 13, 2021 at 1:30 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

I am a strong believer that is you serve, you listen even if it is a lot of junk. If you are unwilling to put up with the public, get out of the kitchen;

Also, by keeping it from the commissioners is a tried and proven method to exert control over the process and highly inappropriate.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Tuesday, April 13, 2021 12:35 PM
To: rdellenberg@gmail.com
Subject: Re: First Meeting - LED Street Lighting Design Steering Committee

Hi Richard,

Due to the nature of some of the messaging received by public officials about this project, we aren't sharing the list of members in writing to protect everyone on the committee. It's important for the equity of the lighting design and community engagement process that no committee members receive undue external pressures for their efforts, so keeping everyone's names private is a high priority. You'll all be introduced to each other at the meeting this evening.

I'm looking forward to the conversation. Please let me know if you have any questions or need additional information prior to tonight's discussion.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

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On Tue, Apr 13, 2021 at 8:39 AM <rdellenberg@gmail.com> wrote:

> Who are the other members and their e mails?
>
> Richard D. Ellenberg
>
> rdellenberg@gmail.com
>
> 505 699 9158
>
> 1714 Canyon Road
>
> Santa Fe, NM 87501-6140

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Monday, April 12, 2021 10:51 PM
To: rdellenberg@gmail.com
Subject: First Meeting - LED Street Lighting Design Steering Committee

Good evening Richard,

Thank you very much for your willingness to participate in the Street Lighting Design Steering Committee and the community-guided street lighting design process.

Our first meeting will be tomorrow, April 13, 5:30-7:00PM MT, virtually via Zoom.

Here is the high level agenda, which will be presented in further detail to start the meeting tomorrow evening:

1. Introductions – 30 minutes
2. Lighting Design Considerations and Group Discussion – 1 hour

Please find the joining information below. This will be a private meeting.

Join Zoom Meeting
https://santafenm-gov.zoom.us/j/94379746066

Meeting ID: 943 7974 6066
One tap mobile
+16699006833,,94379746066# US (San Jose)
+12532158782,,94379746066# US (Tacoma)

Dial by your location
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 312 626 6799 US (Chicago)
Meeting ID: 943 7974 6066
Find your local number: https://santafenm-gov.zoom.us/u/aPj4dmWTn

If you have any questions prior to the meeting, please don't hesitate to ask.

Looking forward to seeing you (virtually) tomorrow!

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: First Meeting - discussion of sharing contacts

WHEELER, REGINA A. <rawheeler@santafenm.gov> Tue, Apr 13, 2021 at 1:47 PM
To: Page Buono <page.buono@gmail.com>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: WHEELER, REGINA A.
Sent: Tuesday, April 13, 2021 2:46 PM
To: rdellenberg@gmail.com
Subject: RE: First Meeting - LED Street Lighting Design Steering Committee

Sure. People that want to personally exchange contact information can be welcomed to do that.

Regina

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: rdellenberg@gmail.com <rdellenberg@gmail.com>
Sent: Tuesday, April 13, 2021 2:42 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: RE: First Meeting - LED Street Lighting Design Steering Committee

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The members often will have ides they wish to exchange. Discuss. I will bring it up at the meeting. This is the part I consider control.

Richard D. Ellenberg
rdellenberg@gmail.com
505 699 9158
1714 Canyon Road
Santa Fe, NM 87501-6140

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, April 13, 2021 2:39 PM
To: rdellenberg@gmail.com
Subject: FW: First Meeting - LED Street Lighting Design Steering Committee

Hello Richard,

I don't see how protecting the committee members from the attacks that advocates have mounted is controlling the outcome. Besides protecting members from the pressure of advocacy groups, we can also prevent pressure between steering committee members.

Why do you think you need to have all of the names and contacts? We don't have any work for the steering committee members to complete amongst themselves except what is accomplished in the room?

Regina

---------- Forwarded message ---------
From: <rdellenberg@gmail.com>
Date: Tue, Apr 13, 2021 at 1:30 PM
Subject: RE: First Meeting - LED Street Lighting Design Steering Committee
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

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Also, by keeping it from the commissioners is a tried and proven method to exert control over the process and highly inappropriate.

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rdellenberg@gmail.com

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Santa Fe, NM 87501-6140

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I'm looking forward to the conversation. Please let me know if you have any questions or need additional information prior to tonight's discussion.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Santa Fe, NM 87501-6140

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Meeting ID: 943 7974 6066

Find your local number: https://santafenm-gov.zoom.us/u/aPj4dmWTn

If you have any questions prior to the meeting, please don't hesitate to ask.

Looking forward to seeing you (virtually) tomorrow!

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Makeup of steering committee

Tom & Carlyn Jervis <Jervidae@cybermesa.com> Wed, Apr 14, 2021 at 4:04 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Cheyenne,

Thank you for this. It goes a long way to easing my concerns.

Tom

On Apr 14, 2021, at 4:43 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

Hi Tom,

Thank you again for your participation in last night's meeting. I'm glad to hear you thought it went well. I agree, I felt like the discussion grew as time progressed and I'm excited for the potential of the group's impact on the project.

Thank you for raising this concern about Hispanic representation. You articulated precisely the difficulty I've faced in building this committee, and trying to gather representation from the Hispanic community. I did reach out to Councilor Abeyta about representation for southside and Tierra Contenta, and he suggested both Ruth Hamilton and Alba Blondis, who agreed to be on the committee. I've reached out to the Hispanic Chamber of Commerce as well to see if they could provide a recommendation but was unable to get one. If you're able to suggest any other avenues, I'd be eager to pursue them. I agree it would be extremely valuable to have at least one Hispanic person to ensure the representation on our committee is congruent with the Santa Fe population. Otherwise, I do think Ruth and Alba will do a fantastic job advocating for their geographies, which to my understanding, have a strong Hispanic population.

I'll be sending out the meeting notes and contact information this afternoon.

Please let me know if you have other questions or concerns related to the Steering Committee or the project in general.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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On Wed, Apr 14, 2021 at 8:19 AM Tom & Carlyn Jervis <Jervidae@cybermesa.com> wrote:

> Cheyenne,
>
> I thought the meeting last night went well and although there was some tension at the beginning, that largely dissipated as the meeting progressed.
>
> I do have one concern about the makeup of the committee. Santa Fe is a largely Hispanic city and there are no Hipanic names among the committee members. I know from experience that it is difficult to recruit Hispanics to some of these issues that seem to have little to do with “Hispanic" concerns, but the concerns are there and I would encourage you to reach out more aggressively to find some Hispanics to serve on the committee. Perhaps you could rech out to some of the Councilors for suggestions.
>
> I do not want to make this into a controversy lest it divide the committee and disrupt its work, but this issue could become more acute when the public engages in the process and it would be better to address it before anyone else notices, if they have not already.
>
> Tom

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Question from Steering Committee - Existing Pole Infrastructure

WHEELER, REGINA A. <rawheeler@santafenm.gov> Wed, Apr 14, 2021 at 9:18 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, "ROSADO, JAVIER H." <jhrosado@santafenm.gov>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, "BERKE, NOAH L." <nlberke@santafenm.gov>

Thank you for sending these questions.

How were light poles positioned originally.

1. Existing lights on main thoroughfares were largely designed and installed by DOT to meet specs (at the time) for those roadways.

2. Light poles in neighborhoods would have been designed and built by private developers according to City code and development plans approved by Land Use. I do not know if the City code has different street lighting guidelines for mobile home parks vs. other types of neighborhoods.

This project is the first step of getting our street lights understood and in order. We expect there will be subsequent efforts to improve lighting in neighborhoods where it is insufficient. We are also looking into the areas where HOAs are currently responsible for streetlights. In many of these areas, the lighting is not being maintained well and we want to understand how we can improve lighting in these neighborhoods.

Those are my thoughts. Happy to have others add on.

Thank you,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Wednesday, April 14, 2021 10:05 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; ROSADO, JAVIER H. <jhrosado@santafenm.gov>
Subject: Question from Steering Committee - Existing Pole Infrastructure

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Hi Regina and Javier,

Please see the question below from one of our Steering Committee members.

> My questions are concerning light poles. Was there a method for determining where these poles went? Do trailer parks for example get as many as City thoroughfares? As areas have grown are street lights installed to keep up?
>
> If there is no strict protocol or procedure, there are areas within the CIty who will have been overlooked and existing poles won't exist. Thus, some assessment must be made to assure even distribution of street lights throughout all City neighborhoods.

Any assistance you can provide would be greatly appreciated.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Member Names To Be Released

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Tue, Apr 20, 2021 at 9:05 PM
To: rhamilton505@gmail.com

Thank you Ruth! I appreciate you and your involvement so much 😊

Have a good night!

Cheyenne

On Tue, Apr 20, 2021 at 9:38 PM <rhamilton505@gmail.com> wrote:

> Hi, Cheyenne,
>
> Please share my info with the affiliation of "Member, Southwest Santa Fe Advocates".
>
> Ruth Hamilton
>
> Member, Southwest Santa Fe Advocates 😉
>
> ---
>
> **From:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> **Sent:** Tuesday, April 20, 2021 5:38 PM
> **To:** Alba Blondis <ablondis@gmail.com>; David Carr <DavidACarrAIA@gmail.com>; Eric Gent <ericgent33@gmail.com>; Ken Hughes <b1family@icloud.com>; Madeleine Carey <mcarey@wildearthguardians.org>; Nancy Owen Lewis <lewis@sarsf.org>; Peter Lipscomb <pslipscomb@gmail.com>; Ruth Hamilton <rhamilton505@gmail.com>; Tom & Carlyn Jervis <Jervidae@cybermesa.com>; hope reed <hopereed33@gmail.com>; lucygent@gmail.com; rdellenberg@gmail.com
> **Cc:** Aranda, Jamie <Jamie.Aranda@pnmresources.com>; Page Buono <page.buono@gmail.com>
> **Subject:** Steering Committee Member Names To Be Released
>
> Good evening everyone,
>
> The Steering Committee's anonymity has come under scrutiny recently because it's a committee formed to provide feedback on the lighting project. I've been directed to release the names (just names at this time, not contact information) of all Steering Committee members on the project website.
>
> Since this is a change from our agreement, you are free to step down from the Committee. If you are uncomfortable having your name shared in association with this Committee or the lighting upgrade project, there is absolutely no expectation that you continue to serve and you're welcome to step down with no hard feelings.
>
> If you'd like to stay on the Committee and begin to receive unwanted communication, feel free provide the following response to anyone:
>
> > The Community Guided Lighting Design Steering Committee is an informal group of community leaders brought together to give input on the streetlight LED conversion lighting design. All questions and comments should be directed through the website SantaFeLED.com or via email to SantaFeLED@dalkiasolutions.com.
>
> I deeply appreciate each of you putting your time and energy into this process to help ensure the best possible outcome of this project, on behalf of your communities, for the City of Santa Fe.
>
> Please let me know as soon as possible if you'd prefer to remove yourself from the Committee.
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
>
> Same people, same services, new name - Dalkia Energy Solutions, LLC
>
> *Please update your records with our new email format.*

--

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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Cheyenne Ernst
Project Expeditor

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Member Names To Be Released

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Apr 21, 2021 at 7:23 AM
To: Nancy Owen Lewis <lewis@sarsf.org>

Thank you Nancy! I appreciate your participation.

Have a great day!

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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On Wed, Apr 21, 2021 at 7:49 AM Nancy Owen Lewis <lewis@sarsf.org> wrote:

> Dear Cheyenne,
> Transparency is important. I am fine with having my name released.
>
> Best regards,
> Nancy Owen Lewis
>
> ---
>
> **From:** Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
> **Sent:** Tuesday, April 20, 2021 5:38 PM
> **To:** Alba Blondis <ablondis@gmail.com>; David Carr <DavidACarrAIA@gmail.com>; Eric Gent <ericgent33@gmail.com>; Ken Hughes <b1family@icloud.com>; Madeleine Carey <mcarey@wildearthguardians.org>; Nancy Owen Lewis <lewis@sarsf.org>; Peter Lipscomb <pslipscomb@gmail.com>; Ruth Hamilton <rhamilton505@gmail.com>; Tom & Carlyn Jervis <Jervidae@cybermesa.com>; hope reed <hopereed33@gmail.com>; lucygent@gmail.com <lucygent@gmail.com>; rdellenberg@gmail.com <rdellenberg@gmail.com>
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Member Names To Be Released

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Apr 21, 2021 at 8:58 AM
To: David Carr <davidacarraia@gmail.com>

Thank you David!

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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On Wed, Apr 21, 2021 at 9:03 AM David Carr <davidacarraia@gmail.com> wrote:

> Since I'm representing AIA Santa Fe, I have no issue releasing my name. I appreciate your suggested response.
>
> David A. Carr, AIA
> 3411 Via Magdalene
> Santa Fe, NM 87507
> (505)-603-0047
> davidacarraia@gmail.com
>
> On Tue, Apr 20, 2021 at 5:38 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
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> > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > *Please update your records with our new email format.*
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Member Names To Be Released

Lucy Gent Foma <lucygent@gmail.com> Wed, Apr 21, 2021 at 9:51 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Ok, thank you.

On Wed, Apr 21, 2021 at 10:49 AM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> Hi Lucy,
>
> Yes, it will be names and advocacy groups/communities.
>
> Thanks,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> **dalkiasolutions.com**
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
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>
> On Wed, Apr 21, 2021 at 10:48 AM Lucy Gent Foma <lucygent@gmail.com> wrote:
> > Hi Cheyenne,
> > Are you also releasing the affiliations listed on the list you sent out last week?
> >
> > On Wed, Apr 21, 2021 at 10:23 AM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> > > Good morning everyone,
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> > > Thank you again for your flexibility and engagement.
> > >
> > > Best,
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"People, no matter their age, need to feel and be viewed as capable. Everyone wants a purpose. When given the opportunity, they will rise to the challenge."

- Greg Farrell, Founding President, EL Education

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Member Names To Be Released

Alba Blondis <ablondis@gmail.com> Thu, Apr 22, 2021 at 7:26 AM
To: Madeleine Carey <madeleine.carey@gmail.com>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, David Carr <DavidACarrAIA@gmail.com>, Eric Gent <ericgent33@gmail.com>, Ken Hughes <b1family@icloud.com>, Nancy Owen Lewis <lewis@sarsf.org>, Peter Lipscomb <pslipscomb@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, hope reed <hopereed33@gmail.com>, lucygent@gmail.com, "Richard D. Ellenberg" <rdellenberg@gmail.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, Page Buono <page.buono@gmail.com>

Good morning,

Thank you for sharing this information. I appreciate your taking time to find this interesting information regarding wildlife behavior and it's response to lighting in urban areas.

Alba
On Thu, Apr 22, 2021, 7:37 AM Madeleine Carey <madeleine.carey@gmail.com> wrote:

> Good morning all,
>
> I've been doing quite a bit of literature review and wanted to share the below papers. I pulled out some relevant quotes I found interesting, in case you don't want to read all of them. The main takeaway is there is not conclusive scientific evidence on what street lighting system creates the least harm for urban wildlife, although there is some data to support that LED lighting under 4000k with dimming and shielding may reduce impacts compared to HPS or 4000K LED w/o dimming. Most of that data, however, is from lab studies, not in situ studies.
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> Something else that jumped out at me when I was reading more studies (many of which are cited in the first paper) was the difficulty in attributing behavior change to a change of lighting exclusively. Our urban ecosystem is complex and ever-changing. Of the top of my head, other activities that coincide with this lighting project that may also alter urban wildlife behavior in Santa Fe include: the Urban Tree Canopy project, the ongoing and intensifying drought, increased use of parks and open space over the past year, the collapse of the wild rabbit population due RHV2, and any lingering community or population impacts to the songbird community after the dieoff last fall.
>
> Retrofitting streetlights with LEDs has limited impacts on urban wildlife
> https://www.sciencedirect.com/science/article/pii/S0006320720310028?casa_token=Ioby0s2SBJ4AAAAA:rSWWZRb7zBGvMQmpad7Ef5kyfIB4tDIk31gUc2cwYclgrr5ZPj0j8OMHIa9MwuLGdyf3rm9lhw
>
> "To our knowledge, no-one has conducted an in situ urban experiment on an HPS–LED retrofit, so there is a limited understanding of how the wildlife impacts of the retrofit might play out in a real urban setting."
>
> "However, our study found fewer impacts than expected; of our five specific responses of interest, only three were significantly altered following the retrofit, and these were generally species- and location-specific"
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> "Given that ALAN is a major conservation concern for the decline of insect populations (Owens et al., 2020), the retrofit's apparent lack of impact on invertebrate abundance is a positive outcome."
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> Streetlights Disrupt Nighttime Sleep In Urban Black Swans
> https://minerva-access.unimelb.edu.au/bitstream/handle/11343/252448/fevo-08-00131.pdf
>
> "Contrary to our predictions, we found that night-time rest was similar during exposure to amber and white lights but decreased under amber lights compared with dark conditions."

On Wed, Apr 21, 2021 at 10:23 AM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

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> m: (913) 653 5239
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> **Formerly Groom Energy Solutions, LLC**
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> I deeply appreciate each of you putting your time and energy into this process to help ensure the best possible outcome of this project, on behalf of your communities, for the City of Santa Fe.

Please let me know as soon as possible if you'd prefer to remove yourself from the Committee.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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Madeleine Carey
'HA' Graduate United States Pony Clubs (USPC)
505-417-5893

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Member Names To Be Released

pslipscomb@gmail.com <pslipscomb@gmail.com> Thu, Apr 22, 2021 at 9:15 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

I went and visited sites last night:

Jaguar Drive – all four lights in place, appear to be AEL Roadmaster series ABTM luminaires. These seem to be the city-planned luminaires for collector and major street application.

Governor Miles – a bit scattered and mixed in with old sodium lighting, hard to locate the Pueblo del Sol park lot. Look for driveway cut on southside of Gov. Miles near Nizhoni. Luminaires appear to be AEL Roadmaster series ABTX. These seem to be the city-planned luminaires for residential application.

5th Street – not deployed

Agua Fria/Frenchy's Field – all six lights in place, appear to be AEL Roadmaster series ABTM luminaires. These seem to be the city-planned luminaires for collector and major street application.

I recall Director Wheeler said that after install it will still be some time to 'tune' lights to make adjustments for focus of beam(s) emitted, etc. I did find that some of the placements were glary and not well directed.

I took readings with a light meter at grade. I don't have a spectrum meter or way to determine color temperature. So, I will repeat a prior request – Cheyenne, can we have the color temperature/Kelvin ratings for each location, please?

--Peter

505-577-7141

From: Madeleine Carey <madeleine.carey@gmail.com>
Sent: Thursday, April 22, 2021 7:37 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: Alba Blondis <ablondis@gmail.com>; David Carr <DavidACarrAIA@gmail.com>; Eric Gent <ericgent33@gmail.com>; Ken Hughes <b1family@icloud.com>; Nancy Owen Lewis <lewis@sarsf.org>; Peter Lipscomb <pslipscomb@gmail.com>; Ruth Hamilton <rhamilton505@gmail.com>; Tom & Carlyn Jervis <Jervidae@cybermesa.com>; hope reed <hopereed33@gmail.com>; lucygent@gmail.com; Richard D. Ellenberg <rdellenberg@gmail.com>; Aranda, Jamie <Jamie.Aranda@pnmresources.com>; Page Buono <page.buono@gmail.com>
Subject: Re: Steering Committee Member Names To Be Released

Good morning all,

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Retrofitting streetlights with LEDs has limited impacts on urban wildlife

https://www.sciencedirect.com/science/article/pii/S0006320720310028?casa_token=Ioby0s2SBJ4AAAAA:rSWWZRb7zBGvMQmpad7Ef5kyfIB4tDIk31gUc2cwYclgrr5ZPj0j8OMHIa9MwuLGdyf3rm9lhw

"To our knowledge, no-one has conducted an in situ urban experiment on an HPS–LED retrofit, so there is a limited understanding of how the wildlife impacts of the retrofit might play out in a real urban setting."

"However, our study found fewer impacts than expected; of our five specific responses of interest, only three were significantly altered following the retrofit, and these were generally species- and location-specific"

"Given that ALAN is a major conservation concern for the decline of insect populations (Owens et al., 2020), the retrofit's apparent lack of impact on invertebrate abundance is a positive outcome."

"Spectrally tuned blue-reduced lights are not guaranteed to have a mitigative effect and this can be species specific (Aulsebrook et al., 2020, Aulsebrook et al., 2020a), but if used in conjunction with the reduced intensity and light spill of the retrofitted LEDs, it is possible we may have seen more positive outcomes (e.g. consistent delays in dawn song initiation)."

Streetlights Disrupt Nighttime Sleep In Urban Black Swans

https://minerva-access.unimelb.edu.au/bitstream/handle/11343/252448/fevo-08-00131.pdf

"Contrary to our predictions, we found that night-time rest was similar during exposure to amber and white lights but decreased under amber lights compared with dark conditions."

On Wed, Apr 21, 2021 at 10:23 AM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

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> Thank you again for your flexibility and engagement.
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> Best,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> m: (913) 653 5239
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
>
> Same people, same services, new name - Dalkia Energy Solutions, LLC
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> *Please update your records with our new email format.*

On Tue, Apr 20, 2021 at 5:38 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

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Madeleine Carey
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505-417-5893

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Member Names To Be Released

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Apr 21, 2021 at 8:57 AM
To: Madeleine Carey <mcarey@wildearthguardians.org>

Absolutely, thanks Madeline!

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

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Same people, same services, new name - Dalkia Energy Solutions, LLC
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On Wed, Apr 21, 2021 at 9:02 AM Madeleine Carey <mcarey@wildearthguardians.org> wrote:

Hey Cheyenne,

I am fine with this, but can you begin using my personal email so there is no confusion about my orgs involvement? madeleine.carey@gmail.com

MADELEINE CAREY
Greater Gila Guardian
She/Her/Hers

(505) 417-5893
www.wildearthguardians.org

WildEarth GUARDIANS
A FORCE FOR NATURE

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Member Names To Be Released

rdellenberg@gmail.com <rdellenberg@gmail.com> Wed, Apr 21, 2021 at 8:55 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, Alba Blondis <ablondis@gmail.com>, David Carr <DavidACarrAIA@gmail.com>, Eric Gent <ericgent33@gmail.com>, Ken Hughes <b1family@icloud.com>, Madeleine Carey <mcarey@wildearthguardians.org>, Nancy Owen Lewis <lewis@sarsf.org>, Peter Lipscomb <pslipscomb@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, hope reed <hopereed33@gmail.com>, lucygent@gmail.com
Cc: "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, Page Buono <page.buono@gmail.com>

I can not agree it is appropriate for a Committee formed by the City to refer people to a private company. Referrals should go to the City

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Tuesday, April 20, 2021 5:38 PM
To: Alba Blondis <ablondis@gmail.com>; David Carr <DavidACarrAIA@gmail.com>; Eric Gent <ericgent33@gmail.com>; Ken Hughes <b1family@icloud.com>; Madeleine Carey <mcarey@wildearthguardians.org>; Nancy Owen Lewis <lewis@sarsf.org>; Peter Lipscomb <pslipscomb@gmail.com>; Ruth Hamilton <rhamilton505@gmail.com>; Tom & Carlyn Jervis <Jervidae@cybermesa.com>; hope reed <hopereed33@gmail.com>; lucygent@gmail.com; rdellenberg@gmail.com
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[Quoted text hidden]

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Process Clarification?

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Thu, Apr 22, 2021 at 8:16 AM
To: Lucy Gent Foma <lucygent@gmail.com>
Cc: Alba Blondis <ablondis@gmail.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, David Carr <DavidACarrAIA@gmail.com>, Eric Gent <ericgent33@gmail.com>, Ken Hughes <b1family@icloud.com>, Madeleine Carey <madeleine.carey@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, Page Buono <page.buono@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, hope reed <hopereed33@gmail.com>

Hi Lucy,

Thank you for raising this questions. Let me put an email together with all these details and I will send it out to the group shortly.

Thanks,

Cheyenne

On Thu, Apr 22, 2021 at 9:10 AM Lucy Gent Foma <lucygent@gmail.com> wrote:

> Good morning everyone,
>
> Could we clarify when the deadline is for making recommendations to the City? I have asked some racial equity groups for their input, but I didn't know when the deadline for input would be.
>
> Also, I am unclear about these emails sharing information. I have also been doing research. I don't know if sharing that in an email format constitutes formal input into the process. Can someone please let us know how and when the next subcommittee group will be meeting so I know how best to share and record the information I am gathering?
>
> Thank you,
> Lucy
>
> On Thu, Apr 22, 2021 at 8:26 AM Alba Blondis <ablondis@gmail.com> wrote:
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> > Alba
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> > >
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> > > > Best,
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> > > > Cheyenne
> > > >
> > > > **Cheyenne Ernst**
> > > > Project Expeditor
> > > >
> > > > m: (913) 653 5239
> > > > dalkiasolutions.com
> > > >
> > > > **Formerly Groom Energy Solutions, LLC**

Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Steering Committee Process Clarification?

rdellenberg@gmail.com <rdellenberg@gmail.com> Thu, Apr 22, 2021 at 8:20 AM
To: Lucy Gent Foma <lucygent@gmail.com>, Alba Blondis <ablondis@gmail.com>
Cc: Madeleine Carey <madeleine.carey@gmail.com>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, David Carr <DavidACarrAIA@gmail.com>, Eric Gent <ericgent33@gmail.com>, Ken Hughes <b1family@icloud.com>, Nancy Owen Lewis <lewis@sarsf.org>, Peter Lipscomb <pslipscomb@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, hope reed <hopereed33@gmail.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, Page Buono <page.buono@gmail.com>

Good question.

I do think we can share with e mail to the committee. The City is I believe taking the position we are not subject to open meeting and ipra, so long as we do not copy city officials. But the e mails do create a record. In any event, regardless of those issues, we need to share if we are going to learn.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Lucy Gent Foma <lucygent@gmail.com>
Sent: Thursday, April 22, 2021 9:10 AM
To: Alba Blondis <ablondis@gmail.com>
Cc: Madeleine Carey <madeleine.carey@gmail.com>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>; David Carr <DavidACarrAIA@gmail.com>; Eric Gent <ericgent33@gmail.com>; Ken Hughes <b1family@icloud.com>; Nancy Owen Lewis <lewis@sarsf.org>; Peter Lipscomb <pslipscomb@gmail.com>; Ruth Hamilton <rhamilton505@gmail.com>; Tom & Carlyn Jervis <Jervidae@cybermesa.com>; hope reed <hopereed33@gmail.com>; Richard D. Ellenberg <rdellenberg@gmail.com>; Aranda, Jamie <Jamie.Aranda@pnmresources.com>; Page Buono <page.buono@gmail.com>
Subject: Steering Committee Process Clarification?

Good morning everyone,

Could we clarify when the deadline is for making recommendations to the City? I have asked some racial equity groups for their input, but I didn't know when the deadline for input would be.

Also, I am unclear about these emails sharing information. I have also been doing research. I don't know if sharing that in an email format constitutes formal input into the process. Can someone please let us know how and when the next subcommittee group will be meeting so I know how best to share and record the information I am gathering?

Thank you,

Lucy

On Thu, Apr 22, 2021 at 8:26 AM Alba Blondis <ablondis@gmail.com> wrote:

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

w/Dr. John Barentine of International Dark Sky Assoc. - another IDA rep for stakeholder meeting?

WHEELER, REGINA A. <rawheeler@santafenm.gov> Thu, Apr 8, 2021 at 3:18 PM
To: "WEBBER, ALAN M." <amwebber@santafenm.gov>, John Barentine <john@darksky.org>
Cc: "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Thank you both for a great meeting.

John, is there anyone else from IDA that could attend our first stakeholder meeting on Tuesday, April 13 at 5:30MT? It will be a key concern for many of the steering committee members and would be powerful to have IDA answer questions directly.

I have included Cheyenne on this message and we can coordinate in separate email string.

Best,

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Thursday, April 8, 2021 9:15 AM
To: John Barentine <john@darksky.org>
Cc: LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Introductory Zoom w/Dr. John Barentine of International Dark Sky Assoc.

Thanks, John!

And thanks for a terrific conversation yesterday and a chance to hear from you and learn from you. Looking forward to working together going forward.

Alan

Alan Webber

amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."

A. Lincoln

On Apr 7, 2021, at 11:06 PM, John Barentine <john@darksky.org> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Webber,

Thanks again for making some time for our call earlier today. I've copied all of my contact information below so you'll know how to reach me. Feel free to get in touch anytime.

I promised in follow up some details for folks in Flagstaff, Arizona. My contact at the City of Flagstaff is Tiffany Antol, Planning Director (TAntol@flagstaffaz.gov; 928-213-2605). I would also recommend talking to the Flagstaff Dark Skies Coalition (http://www.flagstaffdarkskies.org/), which is their community partner. The best person to contact there is Dr. Christian Luginbuhl, a retired astronomer from the U.S. Naval Observatory Flagstaff Station (starlightcbl@msn.com; 928-522-4918). If you do get a hold of them, you're welcome to let them know that I sent you.

I look forward to working with the City in the future on these issues.

With best regards,

John

John C. Barentine, Ph.D., F.R.A.S. | International Dark Sky Places Program Manager (Acting)
International Dark-Sky Association

5049 E Broadway Blvd, Suite 105

Tucson, AZ 85711-3646 USA

+ 1 (520) 347 6363

john@darksky.org



Photo: The Milky Way above Black Canyon of the Gunnison National Park, Colorado, U.S. Image by Bettymaya Foott

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

rdellenberg@gmail.com <rdellenberg@gmail.com> Mon, May 10, 2021 at 3:10 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Cc: davidacarraia@gmail.com, lewis@sarsf.org, ericgent33@gmail.com, rhamilton505@gmail.com, hopereed33@gmail.com, b1family@icloud.com, Jervidae@cybermesa.com, rdellenberg@gmail.com, ablondis@gmail.com, pslipscomb@gmail.com, lucygent@gmail.com, madeleine.carey@gmail.com

What is the criteria for electrical efficiency in the contract. Please send me that section.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Sent: Monday, May 10, 2021 11:17 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Subject: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Good morning,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. The latest update is attached, which includes answers to Frequently Asked Question from demonstration experiences and specific information about the luminaires installed.

The demonstration and feedback window has been extended to Monday, May 24. We look forward to continuing to engage with you about this project.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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[Quoted text hidden]

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Re: Wildlife effects

Tom & Carlyn Jervis <Jervidae@cybermesa.com> Thu, Apr 22, 2021 at 2:55 PM
To: Madeleine Carey <madeleine.carey@gmail.com>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, Alba Blondis <ablondis@gmail.com>, David Carr <DavidACarrAIA@gmail.com>, Eric Gent <ericgent33@gmail.com>, Ken Hughes <b1family@icloud.com>, Nancy Owen Lewis <lewis@sarsf.org>, Peter Lipscomb <pslipscomb@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, hope reed <hopereed33@gmail.com>, lucygent@gmail.com, Richard Ellenberg <rdellenberg@gmail.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, Page Buono <page.buono@gmail.com>

Madeleine,

I feel I have to respond to your note on effects of LEDs on “urban” wildlife. First, I think we have to realize that wildlife in Santa Fe is not really urban in the sense the paper you cite intends. Your citation mentions monitoring " small invasive mammals” presumably rats, which, while present in SF, are notoriously adapted to living with humans and so could be expected to tolerate lights of diferent kinds. Our wildlife is hardly urban in this sense. The special case of the Mountain Lion that broke into a store on the Plaza is perhaps extreme, but I think of the numerous Coyotes, Bobcats, small native mammals, deer, bears, and even the bunnies that are common in many areas of the City.

Likewise, although the physiological measurements on the Black Swans are intriguing, the swans themselves are domesticated animals, and like the rats, are not really representative of the kinds of wildlife present in SF.

It is true that well-controlled experiments of the type that might answer these concerns are difficult to do, and made more difficult by the rapidly changing technologies of LED lights. Just a few years ago, the only such lights that were available were the high-color-temperature blue-white ones. The technology has changed, and now we can choose more “friendly” lights than the stark ones that I installed in my bathroom not so long ago which make us appear rather palid.

It is also true that cities in the East that have converted to LEDs a number of years ago—most of them the high-color-temperature ones—have been observed to create less of a “trap’ for migrating songbirds than the older sodium-vapor lights, but this is mostly due to the fact that LEDs are more effectively shielded from spraying fugitive light upwards. This is a benefit that will accrue to Santa Fe as well to which I look forward.

There are certainly no slam-dunk studies out there, pointing in either direction. We do know some things about the effects of lighting on wildlife, some things about the nature of high- vs low-color temperature lighting, and some things about the light-perception abilities of wildlife—and humans. We can make inferences from that knowledge to anticipate the effects on wildlife, and we can take advantage of the rapidly evolving technology of LEDs to minimize those effects. That is the path I favor.

Tom Jervis

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: Streetlight Demonstration

Alba Blondis <ablondis@gmail.com> Fri, Apr 30, 2021 at 3:18 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Thought that you were on the long list of folks on the email.

Think you might find this a good read.

Alba

---------- Forwarded message ---------
From: **Alba Blondis** <ablondis@gmail.com>
Date: Fri, Apr 30, 2021, 1:14 PM
Subject: Re: Streetlight Demonstration
To: Tom & Carlyn Jervis <jervidae@cybermesa.com>
Cc: Roman Abeyta <rrabeyta@santafenm.gov>, Jamie Cassutt-Sanchez <jcsanchez@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, Signe Lindell <silindell@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, Carol Romero-Wirth <cromero-wirth@santafenm.gov>, JoAnne Vigil Coppler <jvcoppler@santafenm.gov>, Renee Villareal <rdvillarreal@santafenm.gov>, Alan M. Webber <amwebber@santafenm.gov>, David Carr <davidacarraia@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, Eric Gent <ericgent33@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, hope reed <hopereed33@gmail.com>, Ken Hughes <b1family@icloud.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, Richard Ellenberg <rdellenberg@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, <lucygent@gmail.com>, Madeleine Carey <mcarey@wildearthguardians.org>

Hello to all,

After carefully reviewing and underlining two lengthy emails among many others, and reading observations from several men, it appears according to the Audubon Society, the Canyon Road Neighborhood Association, an architect, the Sierra Club, a businessman, a park manager and Sam, that the City of Santa Fe has royally mucked up this project.

The birds, nocturnal mammals, people and the night sky are in grave danger because the City is considering using Kelvins between 3000 and 4000 and apparently doesn't know how to install them properly. Am I correct so far? Aspersions have been cast in as many directions as the current LED displays are supposedly leaking light.

During our first meeting with Cheyenne, the terms respect and courtesy during interaction came up, guess that's been chucked. It sounds as if the proposed LED lights are of the devil's own making.

Tierra Contenta is a dark sky development according to Counselor Rivera. So we, who live here, have lighting that meets requirements to be so designated. What I gleaned from the emails explaining street lighting is that lower color temperatures favor environmental protection and historical ambience. Kelvins in the range of 2000-3000 are recommended by the AMA for humans, and for insects and migratory birds, lighting in the color spectrum should be yellow for low sodium and yellow/amber for LED.

The lighting at the New Mexican, put up by another company, is for parking lots not streets and shouldn't be considered as such. Dalkia, under another name, installed lights in Albuquerque and falls under suspicion because of complaints and lawsuits. Further, the City failed to consult any professional lighting designers and Dalkia and Regina Wheeler have entrapped the Mayor and the Counselors.

Finally we must throw out the baby, the bathwater and the tub, porcelain can reflect light, in an effort to save us from this dastardly lighting plan.

Since my experience in lighting design and engineering would be equivalent to the birds and nocturnal mammals, I have to go on my eyesight and ability to avoid obstacles in my path. I have gone to Jaguar and to Frenchy's Field. I liked what I "saw" at Jaguar after I walked into the darkened area enough to observe the light casted downward by the LEDs above. Frenchy's Field seemed bright, and as I was driving away on Agua Fria toward Siler I was bothered by glare from one of the LED lights.

I would like to have another Zoom face to face where we could further discuss the extensive information shared and everyone, courteously and respectfully, could expand their knowledge of this topic. Our Working Group has not included everyone in said group and that is unfortunate.

This is one woman's flummoxed observation of all that has ensued via email.

Alba Blondis, Chair-woman
Southwest Santa Fe Advocates

On Thu, Apr 29, 2021 at 11:13 AM Tom & Carlyn Jervis <jervidae@cybermesa.com> wrote:

> Mr Mayor and Councilors,
>
> As a member of the “Steering Committee” on the streetlight project, I have been reluctant to contact you directly on the assumption that as an advisory group, we would be solicited for advice. To date, we have had only one meeting which was not much more than a meet & greet. We did not discuss any of the substance of the streetlight issue. We have not been informed of any process by which our input would be received by and considered by Dalkia or how our advice would be transmitted to the Council. We have no charge or charter and are operating without any guidance.
>
> The “demonstrations” have since been installed, although there are muliple reports of nonfunctional luminaires—not a good omen for reliable lighting. The demonstration lights are poorly shielded and seem designed to confirm Dalkia’s initial plan for the streetlights. Comparing 2700 K lights with 3000 K lights is not much of a choice when there are dramatically options available. Further, the lights as installed are glary and demonstrate substantial side trespass light. Dalkia has consistently refused to suppy technical details of the demonstration lighting.
>
> To date there has been no input to the process by qualified illumination engineers familiar with the tradeoffs and the latest technology in LED streetlighting. The City would not build a bridge over the SF river without the involvement of a certified engineering firm. Why not in this case? The City would be better served to extract itself from the Dalkia contract and start anew with an engineering study of the City's needs and options for LED lighting. From that we would get a more coherent and systematic system of streetlights that would serve our citizens for a long time to come. This option would cost more in the short term, but would provide a greater benefit to the City.
>
> I attach my observations and conclusions of the demonstrations, which I visited several times over several days. Unfortunately, this appears to be the only option I have to bring these concerns before the Council.
>
> Tom Jervis

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: Streetlight Demonstration

WHEELER, REGINA A. <rawheeler@santafenm.gov> Fri, Apr 30, 2021 at 6:15 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Good morning!

Forwarding message from Sierra Club representative. :)

Regina

-----Original Message-----
From: Ken Hughes <b1family@icloud.com>
Sent: Thursday, April 29, 2021 9:48 PM
To: rdellenberg@gmail.com; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; Tom & Carlyn Jervis <jervidae@cybermesa.com>; WEBBER, ALAN M. <amwebber@santafenm.gov>; David Carr <davidacarraia@gmail.com>; Nancy Owen Lewis <lewis@sarsf.org>; Eric Gent <ericgent33@gmail.com>; Ruth Hamilton <rhamilton505@gmail.com>; hope reed <hopereed33@gmail.com>; Alba Blondis <ablondis@gmail.com>; Peter Lipscomb <pslipscomb@gmail.com>; lucygent@gmail.com; Madeleine Carey <mcarey@wildearthguardians.org>
Subject: Re: Streetlight Demonstration

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I went to the New Mexican printing office tonight, and it was clear that the LEDs there were for a commercial parking lot, not for street lights, so not a good comparison to the demonstration sites. I also found them too yellow for my taste.

On the way home, I went by the demonstration sites on Jaguar, Gov Miles, St Michaels/5th, and Frenchys Field. All sites to my untrained eye are major improvements over nearby halides, though adjustments in color temperature may be needed.

Finally, attached are photos of the Aqua Fria lights next to Frenchys Field, taken by professional photographer Jamey Stillings using his nifty drone. They nicely show the contrasts between too bright LEDs, the new LEDs and the old halides.

Have a good evening, and here's to lighting up,

Ken

Agua Fria Lighting Tests - 23 April 2021.zip
4968K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Red/Amber Streetlights

rdellenberg@gmail.com <rdellenberg@gmail.com> Fri, Apr 30, 2021 at 1:50 PM
To: Mark Baker <mbaker@softlights.org>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, stbedesantafe@gmail.com, David Carr <davidacarraia@gmail.com>, info@railyardsantafe.com, "Lucy G. Foma" <lfoma@santafecountynm.gov>, Madeleine Carey <mcarey@wildearthguardians.org>, peter.lipscomb@state.nm.us, scholar@sarsf.org, sfemg1@gmail.com, "WEBBER, ALAN M." <amwebber@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>, Scott Wyland <swyland@sfnewmexican.com>, Sean Thomas <sthomas@sfnewmexican.com>

Thank you. But with all the false science and claims these days, I need a serious study.

Richard D. Ellenberg
rdellenberg@gmail.com
505 699 9158
1714 Canyon Road
Santa Fe, NM 87501-6140

From: Mark Baker <mbaker@softlights.org>
Sent: Friday, April 30, 2021 1:45 PM
To: Richard D. Ellenberg <rdellenberg@gmail.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>; stbedesantafe@gmail.com; David Carr <davidacarraia@gmail.com>; info@railyardsantafe.com; Lucy G. Foma <lfoma@santafecountynm.gov>; Madeleine Carey <mcarey@wildearthguardians.org>; peter.lipscomb@state.nm.us; scholar@sarsf.org; sfemg1@gmail.com; WEBBER, ALAN M. <amwebber@santafenm.gov>; Renee Villarreal <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; Michael Garcia <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; Chris Rivera <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>; GRAHAM, THOMAS M. <tmgraham@santafenm.gov>; Scott Wyland <swyland@sfnewmexican.com>; Sean Thomas <sthomas@sfnewmexican.com>
Subject: Re: Red/Amber Streetlights

Dear Santa Fe Streetlighting Committee, Santa Fe City Council and Dalkia Solutions,

Today, Soft Lights received a letter from a person with epilepsy whose life has been devastated by LED lights. The letter is tragic and powerful. I am attaching the letter in this email.

The Streetlight Committee has the opportunity to do what the Council and Dalkia have so far refused to do: acknowledge the harms caused by non-uniform luminance LED lights, especially to those who have such excellent senses that they can detect these exceedingly high peak luminances. It's possible that LED lights, because of their non-natural characteristics, are simply not viable for outdoor lighting. It's also possible that with a low enough peak luminance and low enough 450nm blue wavelength light, they could be safe.

Whatever the case, please remember that there are thousands or millions of people just like the person in the letter, as well as creatures such as birds, frogs and bees, whose lives will never be the same if the wrong lights are chosen.

Sincerely,

Mark Baker, B.S.E.E.
Soft Lights
www.softlights.org

On Fri, Apr 30, 2021 at 10:44 AM <rdellenberg@gmail.com> wrote:

> Cheyenne: Treasure island is different from Santa Fe, but I think you miss the point which is what very low K looks like, and are a bit defensive.
>
> Richard D. Ellenberg
> rdellenberg@gmail.com
> 505 699 9158
> 1714 Canyon Road
> Santa Fe, NM 87501-6140
>
> ---
>
> **From:** Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
> **Sent:** Thursday, April 29, 2021 5:55 PM

To: Mark Baker <mbaker@softlights.org>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>; stbedesantafe@gmail.com; David Carr <davidacarraia@gmail.com>; info@railyardsantafe.com; Lucy G. Foma <lfoma@santafecountynm.gov>; Madeleine Carey <mcarey@wildearthguardians.org>; peter.lipscomb@state.nm.us; scholar@sarsf.org; sfemg1@gmail.com; WEBBER, ALAN M. <amwebber@santafenm.gov>; Renee Villarreal <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; Michael Garcia <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; Chris Rivera <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>; GRAHAM, THOMAS M. <tmgraham@santafenm.gov>; Scott Wyland <swyland@sfnewmexican.com>; Sean Thomas <sthomas@sfnewmexican.com>; Richard D. Ellenberg <rdellenberg@gmail.com>
Subject: Re: Red/Amber Streetlights

Hello Mr. Baker,

Thank you for sending along this information. Treasure Island, Florida, installed the eight pictured lights exclusively to accommodate its sea turtle population, so unfortunately this isn't necessarily a congruent example for the City of Santa Fe, New Mexico.

Treasure Island, FL installed only eight of these lights, at Gulf Boulevard and 112th Avenue-B, steps from the Gulf of Mexico shoreline. These eight fixtures are not indicative of a holistic community-guided lighting design solution. These eight fixtures were specifically installed, after years of legislative work, for sea turtle conservation efforts, specifically due to evidence demonstrating lower lighting levels allow hatchling turtles to better find the ocean. There are no studies in the article, or more broadly, to substantiate the link between sea turtles hatchlings locating the ocean, and human behavior.

This Florida shoreline community has different ecological concerns than Santa Fe, and also has different social, cultural, and economic demands. Treasure Island, FL, has a population of about 7,000 people, and a land area of 1.6 square miles, directly adjacent to the Gulf of Mexico coast. Comparatively, Santa Fe is home to over 80,000 people, and has a land area of 52 square miles in the heart of northern New Mexico; the differences don't stop there.

If anyone has any questions about this information or the project in general, please reach out to me.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

Please update your records with our new email format.

On Thu, Apr 29, 2021 at 10:24 AM <rdellenberg@gmail.com> wrote:

> Thank you. If I read it correctly the Kelvin is under 700
>
> Richard D. Ellenberg
> rdellenberg@gmail.com
> 505 699 9158
> 1714 Canyon Road
> Santa Fe, NM 87501-6140
>
> **From:** Mark Baker <mbaker@softlights.org>
> **Sent:** Thursday, April 29, 2021 11:17 AM
> **To:** SantaFeLED@dalkiasolutions.com; stbedesantafe@gmail.com; davidacarraia@gmail.com; info@railyardsantafe.com; lfoma@santafecountynm.gov; mcarey@wildearthguardians.org; peter.lipscomb@state.nm.us; scholar@sarsf.org; rdellenberg@gmail.com; sfemg1@gmail.com; President@audubonsantafe.org; WEBBER, ALAN M. <amwebber@santafenm.gov>; rdvillarreal@santafenm.gov; LINDELL, SIGNE I. <silindell@santafenm.gov>; mjgarcia@santafenm.gov; cromero-wirth@santafenm.gov; cmrivera@santafenm.gov; rrabeyta@santafenm.gov; jcsanchez@santafenm.gov; jvcoppler@santafenm.gov; WHEELER, REGINA A. <rawheeler@santafenm.gov>; GRAHAM, THOMAS M. <tmgraham@santafenm.gov>; Scott Wyland <swyland@sfnewmexican.com>; Sean Thomas <sthomas@sfnewmexican.com>
> **Subject:** Re: Red/Amber Streetlights
>
> Dear Santa Fe Street Lighting Committee,

I contacted the city of Treasure Island and Acuity Brands and they sent me the specifications for these narrow-band amber LED lights. You will notice the dramatically different Spectral Power Distribution graphs of these lights. Because the SPD has a single smooth curve, with almost no blue wavelength light, these LED lights are likely less dangerous for biological systems than typical LEDs with the blue spike at 450nm.

We recommend that the Street Lighting Committee contact Acuity for a presentation and demonstration.

Sincerely,

Mark Baker, B.S.E.E.

Soft Lights

On Wed, Apr 28, 2021 at 11:45 PM Mark Baker <mbaker@softlights.org> wrote:

> Dear Santa Fe Streetlight Steering Committee,
>
> Treasure Island, Florida recently installed low color temperature streetlights. As you can see in the photo, these lights allow drivers and pedestrians to navigate, without the dangerous harsh glare of high color temperature LED streetlights. If Florida can use these types of lights, then so can Santa Fe.
>
> 
>
> https://www.fox13news.com/news/sea-turtle-friendly-lights-installed-in-time-for-hatchling-season-on-treasure-island
>
> These lights not only protect sea turtles, but they protect humans as well. We do not purport to know if this is the absolute best solution (e.g. turn off the street lights, or use bollards), but these lights are a major improvement over 2700K, 3000K and 4000K LED street lights and are much more likely to be ADA compliant.
>
> Sincerely,
>
> Mark Baker, B.S.E.E.
>
> Soft Lights

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Street Lighting Conversion Project Update - the website is live!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, Apr 12, 2021 at 7:21 PM
To: Alba Blondis <ablondis@gmail.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, Ruth Hamilton <rhamilton505@gmail.com>

Hi Alba,

I'm glad to hear you like the website! We will be meeting tomorrow at 5:30 via Zoom. I will be sending a meeting invite shortly!

I'm looking forward to it.

Have a nice evening,

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, Apr 12, 2021 at 5:23 PM Alba Blondis <ablondis@gmail.com> wrote:
> Hi Cheyenne,
>
> Will the meeting still be at 5:00 pm tomorrow evening?
>
> The website looks good. The City has released some information in newsletters but not nearly the amount of information that is on your website.
>
> Thanks for the information.
>
> Alba
>
> On Mon, Apr 12, 2021, 6:17 PM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
> > Hi Ruth,
> >
> > Yes, this is live! The Governing Body must approve the lighting design before the conversion begins, which has not yet happened. The Steering Committee will be essential in guiding the lighting design that will eventually be presented to the Governing Body for a vote. I'll be sending out an intro email for the Steering Committee this evening along with a Zoom link for the meeting tomorrow evening.
> >
> > The website has been approved by the Mayor and City Manager for distribution. I'm not sure what the City's communication team has planned for distribution - those folks who have reached out with interest in the project get this sneak peek :)
> >
> > I think they plan to post it on social media and City Councilors have the ability to share it with their constituents, but I will confirm with the City their plan and let you know.
> >
> > Thank you for all your efforts and engagement with this project so far. I'm really looking forward to getting the Steering Committee together tomorrow!
> >
> > Thank you,
> >
> > Cheyenne
> >
> > On Mon, Apr 12, 2021 at 5:10 PM Ruth Hamilton <rhamilton505@gmail.com> wrote:
> > > Hi, Cheyenne,
> > >
> > > This is cool. However, without the City's governing body approving it, is this live? When will the City/Mayors office begin promoting it?
> > >
> > > Ruth Hamilton
> > >
> > > Sent from my iPad
> > >
> > > On Apr 12, 2021, at 5:13 PM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:



Community Engagement Phase Update

The website has launched!

www.SantaFeLED.com

The website features educational content about lighting design, project benefits, demonstration details, a feedback form, project progress, and more!

Sample Demonstrations

Experience sample LED street lighting fixtures at any of these five locations, **starting Mid-April:**

- Agua Fria Street (at Frenchy's Field)
- Jaguar Drive (between Paseo del Sol and Ave Contenta)
- St. Michaels Drive (west of 5th Street)
- Airport Road (East of San Felipe Road)
- Canyon Road (Residential Area)

An alert will be sent as soon as the demonstration samples are available for viewing.

Pursuing Dark Sky Community Designation

In response to overwhelming feedback from community members, the City seeks **to go beyond** the New Mexico Dark Sky Protection Act and local dark sky ordinance **to protect Santa Fe's night sky views and biological health.**

The City has engaged an advisor from the International Dark Sky Association, Dr. Barentine, to both **provide input** to the community-guided lighting design and **help the City make policy changes** that would allow Santa Fe to pursue designation as an **International Dark Sky Community**.

A message from Dr. Barentine, on behalf of the IDA:

"Earlier this year, the IDA Board of Directors approved a resolution articulating a philosophy it calls **Values-Centered Outdoor Lighting.** 'Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent.' What this means is that **insisting on hard 'red lines' involving CCT is no longer considered by IDA to be an effective means of reducing the impact of outdoor artificial light at night."**

"A Dark Sky Community is one that has shown **exceptional dedication** to the **preservation of the night sky** through the implementation and enforcement of a **quality outdoor lighting ordinance, dark sky education and citizen support of dark skies.**" - IDA Website



These are the IDA's Five Principles for Responsible Outdoor Lighting, which the City of Santa Fe, partnering with Dalkia and PNM, will be following.

The Lighting Design Steering Committee

A Steering Committee has been assembled with the assistance of City Councilors, Advisory Committees, and community advocacy groups.

Steering Committee members **represent the diverse backgrounds and priorities of Santa Feans** - Southside, Historic District, Railyard, local businesses, public safety, nature conservation, dark sky, those living with disabilities, seniors, young people, tourism industry, and more.

Committee members will **engage deeply** in the street lighting design process. They will receive education on **lighting design**, discuss **community priorities**, listen to fellow community members, and help to ensure a **community-guided lighting design** that **best meets the needs and goals** of the city.

PNM A Full Partner in Community Guided

Street Lighting

PNM owns almost half of the street lights in Santa Fe and is **working as a full partner** in the **community-guided lighting design**. PNM has accelerated review of luminaires to add to their PRC approved equipment to meet Santa Fe's desire to be a **Dark Sky Designated City**. The PNM contract will be considered by Governing Body on April 14, and included in the packet is **a letter from PNM executives committing to the community guided design**.

Find the letter on page 40 of the packet of agenda item 10-C, linked here.

Keep en eye out for more updates, coming soon!

If you have specific questions or concerns, please reach out to the project team at SantaFeLED@dalkiasolutions.com

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A public entity must reasonably modify its policies, practices, or procedures to avoid discrimination. To request a modification in accordance with the Americans with Disabilities Act, email SantaFeLED@dalkiasolutions.com or call 505-219-3780.

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Tonight's Meeting Agenda

Lucy Gent Foma <lucygent@gmail.com> Tue, May 18, 2021 at 11:57 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: Alba Blondis <ablondis@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, hope reed <hopereed33@gmail.com>, Madeleine Carey <madeleine.carey@gmail.com>, Eric Gent <ericgent33@gmail.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Ken Hughes <b1family@icloud.com>, Peter Lipscomb <pslipscomb@gmail.com>, David Carr <DavidACarrAIA@gmail.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, Page Buono <page.buono@gmail.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Hello all,

I am sorry to say I will not be at the meeting this evening. I pulled my neck this morning and despite taking the day off to recover, I just need to excuse myself from all commitments today. Please let me know if my comments should be submitted elsewhere.

I want to share what I've found. I also want to clarify that all of the information I bring to the steering committee is based on my own opinion. I do not claim to represent any groups or perspectives other than my own personal experience. In trying to gather information on the racial equity and safety side, I have found the following information:

- Walking and bicycling are prevalent among low-income people and people of color– but street conditions (in low-income neighborhoods) are often more dangerous than the walking and bicycling conditions experienced by white, middle-class Americans.
- A 2015 study of nighttime lighting practices in England and Wales found no evidence that dimming or turning off streetlights at night affected crime rates or vehicle accidents.
- While brighter lighting may not directly have an impact on safety, perceived safety could make more people use a facility (trail, sidewalk), and more people using a public space could make it safer.
- Hard shadows in streetlights are worse than no lighting because the eye cannot see beyond the hard shadow.
- Streets are public spaces and different cultures use streets and parks differently. Let's be aware of creating public spaces that welcome all.



from https://www.saferspaces.org.za/understand/entry/public-spaces

-Lucy

On Tue, May 18, 2021 at 12:50 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:

> Hello everyone,
>
> Thank you for your continued participation in this group. Here is a brief agenda for our conversation this evening:
>
> 1. Ground rules and introduction
> 2. Lighting demonstrations and community feedback – presentation and group member feedback
> 3. Lighting design update – presentation and group member feedback
>
> Page Buono (cc'd) will be facilitating tonight's discussion like she did our last meeting. I'm looking forward to seeing most of you (virtually) tonight at 5:30!
>
> Thank you,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
> m: (913) 653 5239
> **dalkiasolutions.com**
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
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"People, no matter their age, need to feel and be viewed as capable. Everyone wants a purpose. When given the opportunity, they will rise to the challenge."

- Greg Farrell, Founding President, EL Education

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Tonight's Meeting Agenda

Lucy Gent Foma <lucygent@gmail.com> Thu, May 20, 2021 at 8:34 AM
To: Alba Blondis <ablondis@gmail.com>
Cc: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, Ruth Hamilton <rhamilton505@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, hope reed <hopereed33@gmail.com>, Madeleine Carey <madeleine.carey@gmail.com>, Eric Gent <ericgent33@gmail.com>, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Ken Hughes <b1family@icloud.com>, Peter Lipscomb <pslipscomb@gmail.com>, David Carr <DavidACarrAIA@gmail.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, Page Buono <page.buono@gmail.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Thank you Alba and Cheyenne. I hope the information helps.

Best,
Lucy

On Wed, May 19, 2021 at 4:00 PM Alba Blondis <ablondis@gmail.com> wrote:

> Lucy,
>
> Thank you for your time spent researching this information and for sharing it with the group. Cheyenne read all your points at last night's meeting.
>
> Alba
>
> On Tue, May 18, 2021 at 12:57 PM Lucy Gent Foma <lucygent@gmail.com> wrote:
>
> > Hello all,
> >
> > I am sorry to say I will not be at the meeting this evening. I pulled my neck this morning and despite taking the day off to recover, I just need to excuse myself from all commitments today. Please let me know if my comments should be submitted elsewhere.
> >
> > I want to share what I've found. I also want to clarify that all of the information I bring to the steering committee is based on my own opinion. I do not claim to represent any groups or perspectives other than my own personal experience. In trying to gather information on the racial equity and safety side, I have found the following information:
> >
> > - Walking and bicycling are prevalent among low-income people and people of color– but street conditions (in low-income neighborhoods) are often more dangerous than the walking and bicycling conditions experienced by white, middle-class Americans.
> > - A 2015 study of nighttime lighting practices in England and Wales found no evidence that dimming or turning off streetlights at night affected crime rates or vehicle accidents.
> > - While brighter lighting may not directly have an impact on safety, perceived safety could make more people use a facility (trail, sidewalk), and more people using a public space could make it safer.
> > - Hard shadows in streetlights are worse than no lighting because the eye cannot see beyond the hard shadow.
> > - Streets are public spaces and different cultures use streets and parks differently. Let's be aware of creating public spaces that welcome all.
> >
> > 
> >
> >
> > from https://www.saferspaces.org.za/understand/entry/public-spaces
> >
> > -Lucy
> >
> > On Tue, May 18, 2021 at 12:50 PM Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
> >
> > > Hello everyone,
> > >
> > > Thank you for your continued participation in this group. Here is a brief agenda for our conversation this evening:
> > >
> > > 1. Ground rules and introduction
> > > 2. Lighting demonstrations and community feedback – presentation and group member feedback
> > > 3. Lighting design update – presentation and group member feedback
> > >
> > > Page Buono (cc'd) will be facilitating tonight's discussion like she did our last meeting. I'm looking forward to seeing most of you (virtually) tonight at 5:30!
> > >
> > > Thank you,
> > >
> > > Cheyenne
> > >
> > > **Cheyenne Ernst**
> > > Project Expeditor
> > > dalkia EDF GROUP
> > > m: (913) 653 5239
> > > dalkiasolutions.com
> > > **Formerly Groom Energy Solutions, LLC**
> > > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > > *Please update your records with our new email format.*

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"People, no matter their age, need to feel and be viewed as capable. Everyone wants a purpose. When given the opportunity, they will rise to the challenge."

- Greg Farrell, Founding President, EL Education

--

"People, no matter their age, need to feel and be viewed as capable. Everyone wants a purpose. When given the opportunity, they will rise to the challenge."

- Greg Farrell, Founding President, EL Education

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Where Is The Light?

Eric Gent <ericgent33@gmail.com> Wed, Apr 28, 2021 at 8:38 PM
To: rdellenberg@gmail.com
Cc: Alan Webber <amwebber@santafenm.gov>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Christopher Rivera <cmrivera100@gmail.com>, electwirth@newmexico.com, Jamie Cassutt-Sanchez <jcsanchez@santafenm.gov>, "JoAnne (Vigil) Coppler" <JoanneCoppler@gmail.com>, "MICHAEL J. GARCIA" <michael.garcia.nm@gmail.com>, reneevilla@msn.com, Roman Tiger Abeyta <rrabeyta@santafenm.gov>, Signe I Lindell <s.lindell@comcast.net>, Inez Russell Gomez <igomez@sfnewmexican.com>, webeditor@sfnewmexican.com, "T. Terry S. Last" <TLast@abqjournal.com>, editor@sfreporter.com, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Ok. Thanks for all your work on this Richard. It will be good to hear what your finds are. Best, Eric.

Sent from my iPhone

On Apr 28, 2021, at 6:41 PM, rdellenberg@gmail.com wrote:

I would be happy if they showed that information and the light. My limited reading suggests that the efficiency factor does go down, but not significantly.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Eric Gent <ericgent33@gmail.com>
Sent: Wednesday, April 28, 2021 6:19 PM
To: rdellenberg@gmail.com
Cc: Alan Webber <amwebber@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>; Christopher Rivera <cmrivera100@gmail.com>; electwirth@newmexico.com; Jamie Cassutt-Sanchez <jcsanchez@santafenm.gov>; JoAnne (Vigil) Coppler <JoanneCoppler@gmail.com>; MICHAEL J. GARCIA <michael.garcia.nm@gmail.com>; reneevilla@msn.com; Roman Tiger Abeyta <rrabeyta@santafenm.gov>; Signe I Lindell <s.lindell@comcast.net>; Inez Russell Gomez <igomez@sfnewmexican.com>; webeditor@sfnewmexican.com; T. Terry S. Last <TLast@abqjournal.com>; editor@sfreporter.com; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: Re: Where Is The Light?

Hi Richard. I would ask that you pull in your horns a little and let us see what will work in the effort we are tasked with. Safe and effective lighting for Santa Fe streets. 2,200 degrees Kelvin may be the optimum dark sky temperature but we don't know what the cost of that parameter might be. In my experience 2,700 degrees Kelvin is very comfortable and an attainable level with current technology. I am looking forward to seeing the 2000 degrees Kelvin lights at the New Mexican demonstration tomorrow night. I hope to see you there. Regards, Eric Gent

Sent from my iPhone

On Apr 28, 2021, at 1:13 PM, rdellenberg@gmail.com wrote:

The Street Light Committee was created after Dark Sky Advocates strongly objected to the color levels proposed in for the street light conversion. However, the demonstration of light options does not include the level of Kelvin proposed by the International Dark Sky Association of 2200 Kelvin. Rather the demonstration has different levels desired by the Contractor scattered around town and unlabeled, so one cannot study and reflect on the different colors of light. My eyes prefer the less white which is probably the lower Kelvin, but I am totally untrained and could be wrong. In addition, while the Demonstration was to be up for two weeks, but most of it is already off and unmarked.

The issue for the Committee is light color. Regardless of the color of the light chosen, the brightness, shielding and direction of the light will be the same. The federal and state procedures establish that light color does not impact safety considerations. That leaves the issue of the color of lights. In response to my e-mail that "I think a substantial difference is that the color should be as low as works, and the other 4 factors do not change that." Director Wheeler responded that: "I think that is right. As low as works which is to say meets all other requirements and goals. I'd say that is an agreed upon priority/guideline." 4.12.21.

The Committee has been invited Thursday night at 8P by Robin Martin and others to the turning on of the 2000 kelvin exterior lighting for the Santa Fe New Mexican Printing facility. So, we will be able to observe a lower level than the objector's target.

The Committee process and the Demonstration are being run by the Company proposing to do the work. This is an overwhelming conflict of interest. And the Company either lacks the ability to install the full range of options or refuses to do so. The Committee is being used to confirm the result desired by the Company, and not for the citizens.

I had expected a straight-forward process. Become educated on the issues of streetlights and dark skies. Look at and compare the various lights where they are labeled and near each other and form an opinion to be discussed in the Committee and passed on as our

advice to the Governing Body. Instead, I have had to find information about dark skies, and have no opportunity to compare the options. In sum, the Company is attempting to control the choices and preventing the Committee from considering the options.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

<where is the light.docx>

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Post 5/18 meeting with new question

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Sat, May 22, 2021 at 11:58 AM
To: Barbara Chatterjee <barbaracnm@aol.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hi Ms. Chatterjee,

I'm glad you enjoyed watching the meeting! To address your question, the new LED luminaires have chips, rather than the traditional "bulb" you'd find in older fixtures. The chips are integrated into the luminaire and come with all kinds of electrical specifications and generally can't be swapped out, so to speak. LED Luminaires for roadway lighting have not undergone significant development below 2700K. As a result, fixtures at lower Kelvin CCT like 2200K require too much electricity to produce an adequate amount of light, considering Santa Fe's Sustainability Plan and associated goals, and they don't have the 10+ year warranty requirement and testing associated with city infrastructure.

The current old lighting system leaves many residents victim to fugitive light and also dilutes the night sky, as many fixtures aren't full cutoff - and consumes over twice as much energy as LEDs. Santa Fe is progressive in its approach to combat climate change and we're very excited about the 2700K and 3000K solutions the City, Dalkia, and PNM teams have been able to identify. These low kelvin color temperature, fully shielded, full cut-off luminaires will also be coupled with dimming technology which gives the city potential to reduce lighting levels even further.

A solution like this would put Santa Fe on the forefront of dark-sky friendly lighting for cities across the US that have converted to LED, and capture incredible energy savings for the city!

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Tue, May 18, 2021 at 8:00 PM 'Barbara Chatterjee' via Santa Fe LED - DES <SantaFeLED@dalkiasolutions.com> wrote:

> Thank you Cheyenne,
>
> Yes I did get in after you found the glitch and really found it to be a useful session.
>
> While we are already connected, I have one question:. Do the new LED streetlight fixtures accommodate bulbs in some range of Kelvins, much as our bulbs at home do with a maximum wattage but allowing use of lower wattage bulbs? For example if Santa Fe chose to go with say 2700K LEDs, could 2200K LEDs be substituted at some later time without the expense of changing the entire lamp?
>
> If you want I can submit this question on your website, but I figured we are talking already.
>
> Again to all your team, you gave us a good tour tonight.
>
> Best
>
> Barbara
>
> On Tuesday, May 18, 2021, 08:44:50 PM MDT, Cheyenne Ernst <santafeled@dalkiasolutions.com> wrote:
>
> Good evening Ms. Chatterjee,
>
> I'm so sorry about this! I was not looking at my email at the time of the meeting because I was giving introductions. You were admitted to the meeting right? We weren't aware of the technical difficulty until about 15 minutes into the meeting, and as soon as we became aware, all those in the waiting room were admitted for the duration of the meeting.
>
> Thank you for your patience and understanding as we navigate these technologies!
>
> Respectfully,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Tue, May 18, 2021 at 4:41 PM 'Barbara Chatterjee' via Santa Fe LED - DES <SantaFeLED@dalkiasolutions.com> wrote:
>
> > Hello Cheyenne,
> >
> > Is the ZOOM meeting on? I logged in but have not been pulled into the meeting as of yet.
> >
> > Thank you
> >
> > On Saturday, May 15, 2021, 11:00:58 AM MDT, Cheyenne Ernst <santafeled@dalkiasolutions.com> wrote:

Hello,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Attached is the third edition of the Project Update Newsletter, with exciting announcements!

1) Two demonstration locations feature new equipment! Details can be found in the newsletter.

2) The Community Guided Lighting Design Working Group is meeting Tuesday, May 18, 5:30 p.m. to 7:00 p.m. via Zoom. We invite you to join and observe. Joining information is in the newsletter.

Demonstrations will be available and feedback will be collected through May 24. We look forward to continuing to engage with you about this project!

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Tonights Meeting Notice

Ruth Hamilton <rhamilton505@gmail.com> Tue, May 18, 2021 at 2:37 PM
To: rdellenberg@gmail.com
Cc: "REGINA A. WHEELER" <rawheeler@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Richard,
I check the city website regularly and it was on the homepage yesterday when I looked for other reasons.
Ruth Hamilton

Sent from my iPad

On May 18, 2021, at 2:54 PM, rdellenberg@gmail.com wrote:

That does not make it the final word or good policy. Why not have posted the meeting where people look for meetings? What is the fear?

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, May 18, 2021 2:49 PM
To: rdellenberg@gmail.com; 'Cheyenne Ernst' <cheyenne.ernst@dalkiasolutions.com>; 'David Carr' <davidacarraia@gmail.com>
Cc: 'Alba Blondis' <ablondis@gmail.com>; 'Ruth Hamilton' <rhamilton505@gmail.com>; 'Nancy Owen Lewis' <lewis@sarsf.org>; 'hope reed' <hopereed33@gmail.com>; 'Madeleine Carey' <madeleine.carey@gmail.com>; 'Lucy Gent Foma' <lucygent@gmail.com>; 'Eric Gent' <ericgent33@gmail.com>; 'Tom & Carlyn Jervis' <Jervidae@cybermesa.com>; 'Ken Hughes' <b1family@icloud.com>; 'Peter Lipscomb' <pslipscomb@gmail.com>
Subject: RE: Tonights Meeting Notice

According to City Attorney, it does.

Regina

From: rdellenberg@gmail.com <rdellenberg@gmail.com>
Sent: Tuesday, May 18, 2021 2:48 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; 'Cheyenne Ernst' <cheyenne.ernst@dalkiasolutions.com>; 'David Carr' <davidacarraia@gmail.com>
Cc: 'Alba Blondis' <ablondis@gmail.com>; 'Ruth Hamilton' <rhamilton505@gmail.com>; 'Nancy Owen Lewis' <lewis@sarsf.org>; 'hope reed' <hopereed33@gmail.com>; 'Madeleine Carey' <madeleine.carey@gmail.com>; 'Lucy Gent Foma' <lucygent@gmail.com>; 'Eric Gent' <ericgent33@gmail.com>; 'Tom & Carlyn Jervis' <Jervidae@cybermesa.com>; 'Ken Hughes' <b1family@icloud.com>; 'Peter Lipscomb' <pslipscomb@gmail.com>
Subject: RE: Tonights Meeting Notice

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Open meetings does not agree with that

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Tuesday, May 18, 2021 2:47 PM
To: rdellenberg@gmail.com; 'Cheyenne Ernst' <cheyenne.ernst@dalkiasolutions.com>; 'David Carr' <davidacarraia@gmail.com>
Cc: 'Alba Blondis' <ablondis@gmail.com>; 'Ruth Hamilton' <rhamilton505@gmail.com>; 'Nancy Owen Lewis' <lewis@sarsf.org>; 'hope reed' <hopereed33@gmail.com>; 'Madeleine Carey' <madeleine.carey@gmail.com>; 'Lucy Gent Foma' <lucygent@gmail.com>; 'Eric Gent' <ericgent33@gmail.com>; 'Tom & Carlyn Jervis' <Jervidae@cybermesa.com>; 'Ken

Hughes' <b1family@icloud.com>; 'Peter Lipscomb' <pslipscomb@gmail.com>
Subject: RE: Tonights Meeting Notice

This working group meeting is not included in the list of public meetings because it does not meet criteria to be included in the list of public meetings because it is neither a quorum of City Councilors nor is it an Advisory Board with members appointed by the Governing Body that takes actions. This is an ad hoc working group to provide staff with feedback.

Regina

From: rdellenberg@gmail.com <rdellenberg@gmail.com>
Sent: Tuesday, May 18, 2021 2:21 PM
To: 'Cheyenne Ernst' <cheyenne.ernst@dalkiasolutions.com>; 'David Carr' <davidacarraia@gmail.com>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>; 'Alba Blondis' <ablondis@gmail.com>; 'Ruth Hamilton' <rhamilton505@gmail.com>; 'Nancy Owen Lewis' <lewis@sarsf.org>; 'hope reed' <hopereed33@gmail.com>; 'Madeleine Carey' <madeleine.carey@gmail.com>; 'Lucy Gent Foma' <lucygent@gmail.com>; 'Eric Gent' <ericgent33@gmail.com>; 'Tom & Carlyn Jervis' <Jervidae@cybermesa.com>; 'Ken Hughes' <b1family@icloud.com>; 'Peter Lipscomb' <pslipscomb@gmail.com>
Subject: RE: Tonights Meeting Notice

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I do not believe it was published with the list and as required for City meetings.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Tuesday, May 18, 2021 2:00 PM
To: David Carr <davidacarraia@gmail.com>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>; Alba Blondis <ablondis@gmail.com>; Ruth Hamilton <rhamilton505@gmail.com>; Nancy Owen Lewis <lewis@sarsf.org>; hope reed <hopereed33@gmail.com>; Madeleine Carey <madeleine.carey@gmail.com>; Lucy Gent Foma <lucygent@gmail.com>; Eric Gent <ericgent33@gmail.com>; Tom & Carlyn Jervis <Jervidae@cybermesa.com>; Richard D. Ellenberg <rdellenberg@gmail.com>; Ken Hughes <b1family@icloud.com>; Peter Lipscomb <pslipscomb@gmail.com>
Subject: Re: Tonights Meeting Notice

Hi David,

Thank you for the suggestion. All the information about the Working Group on the website has been posted under the FAQ dropdown, so we felt it was the most appropriate place to put the meeting information for consistency.

Here is the joining information, which was distributed to the group last week via email:

> Join Zoom Meeting
>
> https://santafenm-gov.zoom.us/j/99831313950
>
> Meeting ID: 998 3131 3950
>
> The meeting is scheduled for 5:30-7 p.m. MT and will be available for public viewing.

The Zoom joining information was also included in the most recent newsletter distribution so anyone on our email list who received that has it as well.

I'm looking forward to tonight's conversation. Please let me know if I can provide any additional information.

Thank you,

Cheyenne

Cheyenne Ernst

Project Expeditor

<image001.jpg>

m: (913) 653 5239

<image002.jpg>
<image002.jpg>
<image002.jpg>

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Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

Please update your records with our new email format.

On Tue, May 18, 2021 at 12:53 PM David Carr <davidacarraia@gmail.com> wrote:

> Don't you think tonight's meeting notice and Zoom link should be posted on the home page instead of the "What is the Community Guided LIghting Design Working Group" drop down tab?
>
> You also could have included the link in today's email with the agenda or let us know where to look for it.
>
> It's not making it easy for people to find the information and participate.
>
> David A. Carr, AIA
> 3411 Via Magdalene
> Santa Fe, NM 87507
> (505)-603-0047
> davidacarraia@gmail.com

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NEWSLETTERS
AND
NEWSLETTER-RELATED CONSTITUENT EMAILS

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Street Lighting Conversion Project Update - the website is live!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, Apr 12, 2021 at 4:13 PM
To: SantaFeLED@dalkiasolutions.com
Bcc: Jon Tucker <jtucker@tuckerime.com>, Erica Elliott <ericamelliott@gmail.com>, Leslie Drobbin <lesliedrobbin@gmail.com>, jean hinlicky <jean.hinlicky@gmail.com>, "Brown, Arthur" <ab48@evansville.edu>, George Vincent Wright <geobath@gmail.com>, Anne Fredericks <anne@annefredericks.com>, Gwendolyn Lacy <gwen@advocacymatters.net>, Richard Moriarty <muirchearteagh@gmail.com>, Judith Gabriele <judegabe@gmail.com>, Harvey Daniels <hdanielsnm@gmail.com>, Ursula Hofer <ursulahofer4@icloud.com>, Nick Davidson <nickgdavidson@gmail.com>, Devin Kennemore <devin@thegatherer.us>, Pelican Lee <pelicanlee4@gmail.com>, David Brenner <dbrenner22@gmail.com>, Jamie BairM <jamiebair505@icloud.com>, Jim Mafchir <westernedge@cnsp.net>, Brian Hagenbuch <bhagenbuch@mac.com>, charles louis <cmlouisusa@yahoo.com>, Ollie Eisman <ollie@ollietech.com>, David Tiemeyer <dtiemeyer@aol.com>, Tim Johnson <firelock@comcast.net>, Dave Licht <da.licht@gmail.com>, Barbara Higgins <bach01@gmail.com>, Dawn Bunetta <shoofly1010@gmail.com>, Benji Bonnet <benjibonnet16@gmail.com>, Teresa Seamster <ctc.seamster@gmail.com>, Kelley Avery <kelleyaavery@gmail.com>, CindyR <croper56@gmail.com>, Eric Saltmarsh <ericsaltmarsh@gmail.com>, Jean Neblett <jeanneblett@gmail.com>, denisedinsf@gmail.com, saumond5@gmail.com, bettekorber@icloud.com, "TUCKER, MARIA E." <metucker@santafenm.gov>, Sam Finn <lsfinn@icloud.com>, ebbaca@gmail.com, storyscapes@cybermesa.com, Ramsay de Give <rdegive@gmail.com>, Albert Shultz <shultzaw@gmail.com>, robert.a.powers@gmail.com, fmpatorni@earthlink.net, devendra@dncarchitect.com, FBanci@yahoo.com, amayocullen@gmail.com, rounds.eric@gmail.com, dechens108@gmail.com, fensartorius@gmail.com, Lee Chiacos <leechiacos@gmail.com>, cathryn.delude@gmail.com, Eric Toops <eric@etronix.com>, Alba Blondis <ablondis@gmail.com>, rdellenberg@gmail.com, ericgent33@gmail.com, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, Ruth Hamilton <rhamilton505@gmail.com>, Ken Hughes <b1family@icloud.com>, pslipscomb@gmail.com, hope reed <hopereed33@gmail.com>, Madeleine Carey <mcarey@wildearthguardians.org>, Nancy Owen Lewis <lewis@sarsf.org>, davidacarraia@gmail.com, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, mayor@santafenm.gov, rdvillarreal@santafenm.gov, silindell@santafenm.gov, mjgarcia@santafenm.gov, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, cmrivera@santafenm.gov, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "MIHELCIC, KRISTINE M." <kmmihelcic@santafenm.gov>, "HERNDON, DAVID A." <daherndon@santafenm.gov>, "SHARPE, ISABELLA L." <ilsharpe@santafenm.gov>, "WEBBER, ALAN M." <amwebber@santafenm.gov>, jlapanhill@santafenm.gov, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>, Jean-Christophe Florenson <jc.florenson@dalkiasolutions.com>, Kevin Kaye <kevin.kaye@dalkiasolutions.com>, Debby Palleschi <debby.palleschi@dalkiasolutions.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>



Community Engagement Phase Update

The website has launched!

www.SantaFeLED.com

The website features educational content about lighting design, project benefits, demonstration details, a feedback form, project progress, and more!

Sample Demonstrations

Experience sample LED street lighting fixtures at any of these five locations, **starting Mid-April:**

- Agua Fria Street (at Frenchy's Field)
- Jaguar Drive (between Paseo del Sol and Ave Contenta)
- St. Michaels Drive (west of 5th Street)
- Airport Road (East of San Felipe Road)
- Canyon Road (Residential Area)

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Street Lighting Conversion Project Update - the website is live!

WHEELER, REGINA A. <rawheeler@santafenm.gov> Mon, Apr 12, 2021 at 7:10 PM
To: "rdellenberg@gmail.com" <rdellenberg@gmail.com>, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

There are other features that IDA feels are even more critical to dark sky – maximum shielding, no lumens than needed and no more lights than needed. And then there are the energy savings requirements on which the project was funded. Luckily, we have identified fixtures that can meet all of these requirements.

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: WHEELER, REGINA A.
Sent: Monday, April 12, 2021 8:00 PM
To: rdellenberg@gmail.com; 'Cheyenne Ernst' <SantaFeLED@dalkiasolutions.com>
Subject: RE: Street Lighting Conversion Project Update - the website is live!

I think that is right. As low as works which is to say meets all other requirements and goals. I'd say that is an agreed upon priority/guideline.

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: rdellenberg@gmail.com <rdellenberg@gmail.com>
Sent: Monday, April 12, 2021 6:36 PM
To: 'Cheyenne Ernst' <SantaFeLED@dalkiasolutions.com>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: RE: Street Lighting Conversion Project Update - the website is live!

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I think a substantial difference is that the color should be as low as works, and the other 4 factors do not change that.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Sent: Monday, April 12, 2021 5:51 PM
To: rdellenberg@gmail.com
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>; WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: Street Lighting Conversion Project Update - the website is live!

Hi Richard,

Are you referring to the below message from Ruskin Hartley at the IDA? I've taken the liberty of highlighting. It's important to note that Director Hartley articulates 2200K as a recommendation, not a requirement, and later goes on to share that it's critical to consider all five aspects of lighting design. Additionally, I'd urge you to look at the section where Director Hartley lists cities that have recently converted to LED. None of the cities or towns listed have street lighting below 2700K and have all still managed to reduce light pollution, light trespass, and glare with the 2700K-3000K range.

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All of these factors contribute enormously to reducing the overall light pollution, which Director Hartley has indicated as the "IDA's overarching goal." The IDA's Values-Centered Lighting Policy, repeated by Director Hartley at the bottom of his email, articulates "*Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent."* Reducing the conversation to any one variable does a disservice to the complexity of the project, so it's critical to holistically view how all five factors intersect to ultimately create darker skies, which this project will confidently deliver.

Please let me know if you have any questions.

Thank you,

Cheyenne

---------- Forwarded message ---------

From: **Ruskin Hartley** <ruskin@darksky.org>
Date: Mon, Apr 12, 2021 at 12:08 PM
Subject: clarification from IDA on values-centered lighting policy
To: <amwebber@santafenm.gov>, <rdvillarreal@santafenm.gov>, <mjgarcia@santafenm.gov>, <cmrivera@santafenm.gov>, <rrabeyta@santafenm.gov>, <jcsanchez@santafenm.gov>, <jvcoppler@santafenm.gov>
Cc: <rawheeler@santafenm.gov>

Dear Mayor Weber and members of the City Council,

It has come to our attention that there is confusion regarding IDAs position with respect to the color temperature of outdoor lights and in particular street lights. I am happy to clarify this and refer you to our recently adopted position on values-centered outdoor lighting.

First, we recognize that communities are best positioned to make decisions on lighting that works for them. We applaud the City of Santa Fe for pausing to engage in a community dialogue.

IDA's role is to offer guidance on how decisions impact light pollution and recommend steps that can be taken to reduce light pollution if that is of value to the community. IDA's overarching goal is that where existing fixtures are replaced, the project should demonstrate how it will reduce light pollution.

Second, we recommend that most light installations use lamps rated at 2200K CCT or lower, PC-Amber, or filtered LEDs. This includes road and area lighting. There is overwhelming evidence that these colors have less impact on the environment. Fixtures are now available with good all-around performance that meet this recommendation.

Third, in addition to shielding, so no light is emitted above the horizon, we recommend municipalities light to the levels recommended by the relevant professional body, and no higher. In the case of the USA, IES is the ANSI body that established standards for roadways in RP-8-18.

RP-8 specifically addresses the spectral content of light in section 10.3.4 (Spectral Considerations). I have included the relevant extract below:

> *As anticipated in RP-8-14, the U.S. Federal Highway Administration (FHWA) sponsored research by the Virginia Tech Transportation Institute to evaluate the effects of changing spectral content in overhead street and highway luminaires on driver performance. The Roadway Lighting Committee, after reviewing this research, concluded that varying spectral content of overhead luminaires **does not** affect driver performance as represented by detection of potential hazards.*
>
> *...calculations for street and highway luminance and illuminance are to remain based on the photopic luminous efficiency function **without** adjustment for spectral content.*
>
> *(my emphasis).*

In other words, current guidance from IES, the relevant ANSI body for roadway lighting, **does not recommend any particular spectrum**. The city can therefore choose a light source with a spectral content that minimizes light pollution and meets community aesthetic needs without compromising the consensus-based design standards of RP-8.

I understand some of the confusion lies in the following statement in the IDA policy:

> *Where higher than 2200K CCT is selected, the total emission of short wavelength emissions should be minimized through low intensity, careful targeting, and reduced operating time.*

In other words, if a city selects a source with higher blue content (i.e. higher CCT), it should first be clear on why it is doing that. Then it should demonstrate how it is using the other factors to reduce light pollution. This should not be interpreted as support for higher CCT. It is recognition that a source with a little more blue content (i.e. CCT > 2200K), that is operated at a lower level for less time, may emit less overall blue content than a 2200K fixture that is operated at a higher level for more time.

We have also included a shortlist of cities that have deployed warmer temperature lights in the past few years. Please note this is not intended to be exhaustive.

- Southern Company, which owns Florida Power and Light and Georgia Power and Light, selected 3000L for the 1 million streetlights they operate. Previously they had installed some 4000K fixtures but were getting too many phone calls from irate homeowners due to glare concerns.
- Tucson, Arizona selected 3000K for skyglow mitigation - at the time lower CCT rated fixtures were not available at a reasonable price point.
- Phoenix, Arizona selected 2700K for glare moderation for the community.
- Washington DC is selecting 2700K and 3000K for glare moderation and to mitigate skyglow.
- The City of Los Angeles, California has changed its specification from 5000K/4000K to 3000K/2700K for the purpose of community aesthetics.
- Davis and dozens of other smaller cities in California have selected 2700K and 3000K for community aesthetics.

In closing, I will end with where the resolution starts. *Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent.*

Thank you for considering this clarification. We hope it is helpful as the City engages the local community in a decision that will shape the environment of Santa Fe for years to come.

With warm regards,

--Ruskin

--

--

Ruskin Hartley | Executive Director

International Dark-Sky Association

(c) +1 415-238-1325

(o) +1 520-347-6361

ruskin@darksky.org

"Only in the darkness can you see the stars." Martin Luther King, Jr.

On Mon, Apr 12, 2021 at 4:30 PM <rdellenberg@gmail.com> wrote:

> I have seen the IDA's Executive Directors letter correcting the information you are using.
>
> Richard D. Ellenberg
>
> rdellenberg@gmail.com
>
> 505 699 9158
>
> 1714 Canyon Road
>
> Santa Fe, NM 87501-6140
>
> ---
>
> **From:** Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
> **Sent:** Monday, April 12, 2021 5:14 PM
> **To:** SantaFeLED@dalkiasolutions.com
> **Subject:** Street Lighting Conversion Project Update - the website is live!
>
> ---

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

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Diane Paolazzi <dechens108@gmail.com> Wed, Apr 14, 2021 at 7:02 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

LED's are much brighter!

Sent from my iPhone

On Apr 13, 2021, at 9:28 AM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

Good morning Ms. Paolazzi,

I'm sorry to hear you feel this way. The project will be beneficial for the city from a sustainability, safety, and night-sky preservation perspective. If you have specific questions or concerns, I'd be happy to address them.

Have a great day.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, Apr 12, 2021 at 6:47 PM Diane Paolazzi <dechens108@gmail.com> wrote:

THIS will be a DISASTER!!!!!

Sent from my iPhone

On Apr 12, 2021, at 5:13 PM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:



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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

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jean hinlicky <jean.hinlicky@gmail.com> Mon, Apr 12, 2021 at 5:35 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Thank you for including me on this mailing. I will make a serious effort to check all these locations out in the next two weeks. I have one question--I was surprised to see that St. Michael's will have a sample area. I was under the impression that everyone thought there was plenty of lighting on St. Michael's. Are there changes being contemplated?

Jean Hinlicky

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EMAIL TRANSMISSIONS ARE NOT ALWAYS SECURE. PLEASE TAKE MEASURES TO SAFEGUARD YOUR PRIVACY.

JAH

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

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Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, Apr 12, 2021 at 4:50 PM
To: rdellenberg@gmail.com
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>

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It has come to our attention that there is confusion regarding IDAs position with respect to the color temperature of outdoor lights and in particular street lights. I am happy to clarify this and refer you to our recently adopted position on values-centered outdoor lighting.

First, we recognize that communities are best positioned to make decisions on lighting that works for them. We applaud the City of Santa Fe for pausing to engage in a community dialogue.

IDA's role is to offer guidance on how decisions impact light pollution and recommend steps that can be taken to reduce light pollution if that is of value to the community. IDA's overarching goal is that where existing fixtures are replaced, the project should demonstrate how it will reduce light pollution.

Second, we recommend that most light installations use lamps rated at 2200K CCT or lower, PC-Amber, or filtered LEDs. This includes road and area lighting. There is overwhelming evidence that these colors have less impact on the environment. Fixtures are now available with good all-around performance that meet this recommendation.

Third, in addition to shielding, so no light is emitted above the horizon, we recommend municipalities light to the levels recommended by the relevant professional body, and no higher. In the case of the USA, IES is the ANSI body that established standards for roadways in RP-8-18.

RP-8 specifically addresses the spectral content of light in section 10.3.4 (Spectral Considerations). I have included the relevant extract below:

> *As anticipated in RP-8-14, the U.S. Federal Highway Administration (FHWA) sponsored research by the Virginia Tech Transportation Institute to evaluate the effects of changing spectral content in overhead street and highway luminaires on driver performance. The Roadway Lighting Committee, after reviewing this research, concluded that varying spectral content of overhead luminaires **does not** affect driver performance as represented by detection of potential hazards.*
>
> *...calculations for street and highway luminance and illuminance are to remain based on the photopic luminous efficiency function **without** adjustment for spectral content.*
>
> *(my emphasis).*

In other words, current guidance from IES, the relevant ANSI body for roadway lighting, **does not recommend any particular spectrum**. The city can therefore choose a light source with a spectral content that minimizes light pollution and meets community aesthetic needs without compromising the consensus-based design standards of RP-8.

I understand some of the confusion lies in the following statement in the IDA policy:

> *Where higher than 2200K CCT is selected, the total emission of short wavelength emissions should be minimized through low intensity, careful targeting, and reduced operating time.*

In other words, if a city selects a source with higher blue content (i.e. higher CCT), it should first be clear on why it is doing that. Then it should demonstrate how it is using the other factors to reduce light pollution. This should not be interpreted as support for higher CCT. It is recognition that a source with a little more blue content (i.e. CCT > 2200K), that is operated at a lower level for less time, may emit less overall blue content than a 2200K fixture that is operated at a higher level for more time.

We have also included a shortlist of cities that have deployed warmer temperature lights in the past few years. Please note this is not intended to be exhaustive.

- Southern Company, which owns Florida Power and Light and Georgia Power and Light, selected 3000L for the 1 million streetlights they operate. Previously they had installed some 4000K fixtures but were getting too many phone calls from irate homeowners due to glare concerns.
- Tucson, Arizona selected 3000K for skyglow mitigation - at the time lower CCT rated fixtures were not available at a reasonable price point.
- Phoenix, Arizona selected 2700K for glare moderation for the community.
- Washington DC is selecting 2700K and 3000K for glare moderation and to mitigate skyglow.
- The City of Los Angeles, California has changed its specification from 5000K/4000K to 3000K/2700K for the purpose of community aesthetics.
- Davis and dozens of other smaller cities in California have selected 2700K and 3000K for community aesthetics.

In closing, I will end with where the resolution starts. *Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent.*

Thank you for considering this clarification. We hope it is helpful as the City engages the local community in a decision that will shape the environment of Santa Fe for years to come.

With warm regards,

--Ruskin

--
--
Ruskin Hartley | Executive Director
International Dark-Sky Association
(c) +1 415-238-1325
(o) +1 520-347-6361
ruskin@darksky.org

"Only in the darkness can you see the stars." Martin Luther King, Jr.

On Mon, Apr 12, 2021 at 4:30 PM <rdellenberg@gmail.com> wrote:

> I have seen the IDA's Executive Directors letter correcting the information you are using.
>
> Richard D. Ellenberg
>
> rdellenberg@gmail.com
>
> 505 699 9158
>
> 1714 Canyon Road
>
> Santa Fe, NM 87501-6140
>
> ---
>
> **From:** Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
> **Sent:** Monday, April 12, 2021 5:14 PM
> **To:** SantaFeLED@dalkiasolutions.com
> **Subject:** Street Lighting Conversion Project Update - the website is live!

Community Engagement Phase Update

The website has launched!

www.SantaFeLED.com

The website features educational content about lighting design, project benefits, demonstration details, a feedback form, project progress, and more!

Sample Demonstrations

Experience sample LED street lighting fixtures at any of these five locations, **starting Mid-April:**

- Agua Fria Street (at Frenchy's Field)
- Jaguar Drive (between Paseo del Sol and Ave Contenta)
- St. Michaels Drive (west of 5th Street)
- Airport Road (East of San Felipe Road)
- Canyon Road (Residential Area)

An alert will be sent as soon as the demonstration samples are available for viewing.

Pursuing Dark Sky Community Designation

In response to overwhelming feedback from community members, the City seeks **to go beyond** the New Mexico Dark Sky Protection Act and local dark sky ordinance **to protect Santa Fe's night sky views and biological health.**

The City has engaged an advisor from the International Dark Sky Association, Dr. Barentine, to both **provide input** to the community-guided lighting design and **help the City make policy changes** that would allow Santa Fe to pursue designation as an **International Dark Sky Community**.

A message from Dr. Barentine, on behalf of the IDA:

"Earlier this year, the IDA Board of Directors approved a resolution articulating a philosophy it calls **Values-Centered Outdoor Lighting.** 'Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent.' What this means is that **insisting on hard 'red lines' involving CCT is no longer considered by IDA to be an effective means of reducing the impact of outdoor artificial light at night."**

"A Dark Sky Community is one that has shown **exceptional dedication** to the **preservation of the night sky** through the

implementation and enforcement of a **quality outdoor lighting ordinance, dark sky education and citizen support of dark skies.**"
- IDA Website

These are the IDA's Five Principles for Responsible Outdoor Lighting, which the City of Santa Fe, partnering with Dalkia and PNM, will be following.

The Lighting Design Steering Committee

A Steering Committee has been assembled with the assistance of City Councilors, Advisory Committees, and community advocacy groups.

Steering Committee members **represent the diverse backgrounds and priorities of Santa Feans** - Southside, Historic District, Railyard, local businesses, public safety, nature conservation, dark sky, those living with disabilities, seniors, young people, tourism industry, and more.

Committee members will **engage deeply** in the street lighting design process. They will receive education on **lighting design**, discuss **community priorities**, listen to fellow community members, and help to ensure a **community-guided lighting design** that **best meets the needs and goals** of the city.

PNM A Full Partner in Community Guided Street Lighting

PNM owns almost half of the street lights in Santa Fe and is **working as a full partner** in the **community-guided lighting design**. PNM has accelerated review of luminaires to add to their PRC approved equipment to meet Santa Fe's desire to be a **Dark Sky Designated City**. The PNM contract will be considered by Governing Body on April 14, and included in the packet is **a letter from PNM executives committing to the community guided design**.

Find the letter on page 40 of the packet of agenda item 10-C, linked here.

Keep en eye out for more updates, coming soon!

If you have specific questions or concerns, please reach out to the project team at SantaFeLED@dalkiasolutions.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Street Lighting Conversion Project Update - the website is live!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, Apr 12, 2021 at 5:37 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Thank you, Councilor Vigil-Coppler and Director Wheeler. Please accept our sincerest apologies if this message communicates that all Councilors were contacted as part of this effort. It will be removed from our website.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, Apr 12, 2021 at 5:31 PM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

Good idea. We took emails that councilors forwarded and contacted folks, but that was extent of elected official involvement in steering committee.

Let's take that off the website Cheyenne.

Thank you for feedback.

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
Sent: Monday, April 12, 2021 6:27 PM
To: Cheyenne Ernst
Cc: WHEELER, REGINA A.
Subject: Re: Street Lighting Conversion Project Update - the website is live!

Hello,

Thank you for your message. I want to state that, at no time, was I asked for recommendations on steering committee members. There are other councilors who were not asked, either. The statement in this message is very misleading and I ask that it be corrected immediately.

Thank you, JoAnne

JoAnne Vigil Coppler

Santa Fe City Councilor – District 4

JVCoppler@santafenm.gov

(505) 955-6811 Office

(505) 470-2859 Mobile

From: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Date: Monday, April 12, 2021 at 5:14 PM
To: SantaFeLED@dalkiasolutions.com <SantaFeLED@dalkiasolutions.com>
Subject: Street Lighting Conversion Project Update - the website is live!

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Fri, Apr 23, 2021 at 6:59 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Bcc: jblock41@gmail.com, artatac505@gmail.com, dagnythorgilsdottir@gmail.com, rockabillyhill@hotmail.com, birdinglinda@yahoo.com, bspears@spearshorn.com, jean hinlicky <Jean.hinlicky@gmail.com>, irissfnm@aol.com, mail@helenkgarber.com, charles louis <cmlouisusa@yahoo.com>, canton@gmail.com, jmnewmex@gmail.com, lemons.allison.k@gmail.com, galengisler@mac.com, Besharpe14@gmail.com, susancconway@gmail.com, Eric Saltmarsh <ericsaltmarsh@gmail.com>, jfsfoto04@yahoo.com, rowanwolverton@gmail.com, kristinrowley@msn.com, wrichardson@gmail.com, stujaff@gmail.com, bcj_sf_nm@yahoo.com, macbowen@gmail.com, philippe.cohen@stanford.edu, elisenoble@post.harvard.edu, tthferry@yahoo.com, artyprojects@cybermesa.com, acgieselman@yahoo.com, gabron@aol.com, nhendersonp@gmail.com, bellestarr40@gmail.com, gina.kinstle@gmail.com, kibricat@yahoo.com, dgnoble@nets.com, gordonlyon1@gmail.com, pauketat2@gmail.com, spenser14@gmail.com, fionamgh@hotmail.com, box9832.a@gmail.com, hollya1brady@gmail.com, trongo413@gmail.com, amarek1215@gmail.com, dasenevarez@yahoo.com, jwachter9@gmail.com, rahima236@gmail.com, smccall888@yahoo.com, tas_515@hotmail.com, tbonanno@gmail.com, nope@nope.com, shrinesite@yahoo.com, hartsilver0337@gmail.com, marini133@gmail.com, gtduncan@gmail.com, earthwalks1@yahoo.com, jwa1856@gmail.com, calisch@gmail.com, 4elaineward@gmail.com, patricia11stn@gmail.com, 2020mhon@gmail.com, boxcar73@msn.com, dan@dtbprojects.com, les77005@comcast.net, dalygub@yahoo.com, jihiro@yahoo.com, cmmalexander@cybermesa.com, Livetoad@gmail.com, bbsfdesign@comcast.net, matrng@hofstra.edu, henrywjohnson@comcast.net, joviereck@gmail.com, army19ranger82@aol.com, mstrioszla@aol.com, mhfollingstad@gmail.com, forests@ucla.edu, pelican@onepost.net, sma50@hotmail.com, why@needthis.com, russellbrott@gmail.com, dwc3301@outlook.com, Judith Gabriele <judegabe@gmail.com>, ellwoodxpat@gmail.com, sam@maxerfilms.com, laurie.meyer1969@gmail.com, stephenwalker14@gmail.com, netman@thenetcave.com, jdblagg@cybermesa.com, amayocullen@gmail.com, Erich Mann <erich@marketmentors.com>, Albert Shultz <shultzaw@gmail.com>, lonna.gutierrez@comcast.net, ednord@aol.com, rounds.eric@gmail.com, bakerjim.sw@gmail.com, Jon Tucker <jtucker@tuckerime.com>, Erica Elliott <ericamelliott@gmail.com>, Leslie Drobbin <lesliedrobbin@gmail.com>, "Brown, Arthur" <ab48@evansville.edu>, George Vincent Wright <geobath@gmail.com>, Anne Fredericks <anne@annefredericks.com>, Gwendolyn Lacy <gwen@advocacymatters.net>, Richard Moriarty <muirchearteagh@gmail.com>, Harvey Daniels <hdanielsnm@gmail.com>, Ursula Hofer <ursulahofer4@icloud.com>, Nick Davidson <nickgdavidson@gmail.com>, Devin Kennemore <devin@thegatherer.us>, Pelican Lee <pelicanlee4@gmail.com>, David Brenner <dbrenner22@gmail.com>, Jamie BairM <jamiebair505@icloud.com>, Jim Mafchir <westernedge@cnsp.net>, Brian Hagenbuch <bhagenbuch@mac.com>, Ollie Eisman <ollie@ollietech.com>, David Tiemeyer <dtiemeyer@aol.com>, Tim Johnson <firelock@comcast.net>, Dave Licht <da.licht@gmail.com>, Barbara Higgins <bach01@gmail.com>, Dawn Bunetta <shoofly1010@gmail.com>, Benji Bonnet <benjibonnet16@gmail.com>, Teresa Seamster <ctc.seamster@gmail.com>, Kelley Avery <kelleyaavery@gmail.com>, CindyR <croper56@gmail.com>, Jean Neblett <jeanneblett@gmail.com>, denisedinsf@gmail.com, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, Ken Hughes <b1family@icloud.com>, saumond5@gmail.com, bettekorber@icloud.com, "TUCKER, MARIA E." <metucker@santafenm.gov>, Sam Finn <lsfinn@icloud.com>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, mbaker@softlights.org, ebbaca@gmail.com, Diane MacInnes <storyscapes@cybermesa.com>, Ramsay de Give <rdegive@gmail.com>, robert.a.powers@gmail.com, fmpatorni@earthlink.net, devendra@dncarchitect.com, FBanci@yahoo.com, Diane Paolazzi <dechens108@gmail.com>, fensartorius@gmail.com, Lee Chiacos <leechiacos@gmail.com>, cathryn.delude@gmail.com, Eric Toops <eric@etronix.com>, Alba Blondis <ablondis@gmail.com>, Eric Gent <ericgent33@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, hope reed <hopereed33@gmail.com>, Madeleine Carey <mcarey@wildearthguardians.org>, Nancy Owen Lewis <lewis@sarsf.org>, David Carr <davidacarraia@gmail.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Mayor Alan Webber <mayor@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>, "Signe I. Lindell" <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "MIHELCIC, KRISTINE M." <kmmihelcic@santafenm.gov>, "HERNDON, DAVID A." <daherndon@santafenm.gov>, "SHARPE, ISABELLA L." <ilsharpe@santafenm.gov>, "WEBBER, ALAN M." <amwebber@santafenm.gov>, Terry Smith <terry@munroesmith.com>, pjohnston11@comcast.net, brybird@gmail.com, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, "Shinabargar, Brad" <Brad.Shinabargar@pnm.com>, Page Buono <page.buono@gmail.com>, Jarel LaPan <jlapanhill@santafenm.gov>

Good morning,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Please find attached the second edition of the Project Update Newsletter, with information about the demonstrations!

The recommended viewing experience for the four demonstration sites is to drive or walk down the street, noticing the distribution of light across the road. Avoid looking up directly at the lights, rather noticing how the roadway is lit for a driver or non-motorist, on the road and from a distance.

City of Santa Fe and Dalkia staff will be present from 8:00 p.m. to 9:30 p.m. tonight, April 23, at the following two locations:

- Frenchy's Field (Agua Fria Street & Osage Ave)
- Jaguar Drive, between Paseo del Sol and Ave Contenta

We are looking forward to engaging with you and your fellow neighbors further through these demonstrations! Please provide feedback on or before May 10.

Please reach out with any questions.

Respectfully,

Cheyenne

Cheyenne Ernst
Community Engagement Leader

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

3 attachments

Santa Fe Community Guided Lighting Design Working Group Meeting 1 Presentation.pdf
369K

Santa Fe Community Guided Lighting Design Working Group Meeting 1 Notes.pdf
1449K

LED Street Lighting Conversion Newsletter 2.pdf
2589K



Demonstrations are live tonight!

The City of Santa Fe and Dalkia Solutions are proud to announce the grand opening of the Street Lighting Conversion Demonstrations,

this **Friday, April 23!**

All poles with Demonstration Fixtures will be marked with an indicating poster. The demonstrations will be available through May 10.

There are three roadway types for the City: Residential, Local, Major.

The demonstrations will be an opportunity to **experience the types of lights**, including 3000K and 2700K, being considered in the community guided design on these **different roadway types**.

The **recommended viewing experience** is to drive or walk down the street, noticing the **distribution of light across the road**, without looking up directly at the lights.

City and Dalkia staff will be present from
8:00 p.m. to 9:30 p.m. this Friday, April 23
at the following two locations:

Frenchy's Field - Agua Fria Street and Osage Avenue

- This is a Local roadway
- Six lighting fixtures will be converted for demonstration
- Three fixtures east of Osage and three fixtures west of Osage, on north side of Agua Fria
- There are existing 5000K LEDs near this location that are NOT part of the demonstration and will be replaced through the project
- Parking: lot off Agua Fria Street, across from Osage Avenue intersection

Jaguar Drive - block between Paseo del Sol and Ave Contenta

- This is a Local roadway
- All four lighting fixtures on the north side of the street block will be converted for demonstration
- South side of street will remain existing High Pressure Sodium for comparison
- Parking: Cesar Chavez Elementary School parking lot on west side of building

Other demonstration locations:

St. Michaels Drive - immediately west of 5th Street

- This is a Major roadway
- Six lighting fixtures will be converted for demonstration
- Three fixtures on the north side and three fixtures on the south side
- Parking: Commercial lot on south side of St. Michaels Drive and 5th Street

Governor Miles Road - immediately west of Camino Carlos Rey

- This is a Residential roadway
- Six lighting fixtures will be converted for demonstration
- All six fixtures are on the south side of the street
- Parking: residential side street of Pueblo Sapawe is closest. Pueblos del Sol Park parking lot with sidewalk trails for pedestrian experience.

Due to complications, Airport Road will not feature a demonstration.

To provide feedback on the demonstrations:

1. **Visit** SantaFeLED.com and utilize the feedback form, which will have a new "Demonstration feedback" option
2. **Email us** at SantaFeLED@dalkiasolutions.com
3. **Call us** at 505-219-3780

The demonstrations will be available and feedback will be collected through May 10.

There are **existing LEDs** in Santa Fe that are **not part of the demonstrations**. The list of existing LEDs and their locations can be found on the website. All fixtures that are part of the demonstration will be **marked with a poster**.

Community Guided Lighting Design Working Group

A group of community leaders is providing insight into the diverse perspectives of neighbors all over the City on the streetlight design.

On April 13, the group met to understand the project and lighting design parameters and give feedback on their priorities for the lighting design. The presentation and notes from the meeting are attached and will be available on the project website.

The group will meet again to discuss the demonstrations and provide feedback on lighting design options in early May. The link will be distributed and made available on the project website for the public to watch the meeting.

The working group is purely advisory and will be present for the final lighting design presentation to Governing Body.

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Santa Fe Community-Guided Lighting Design

Working Group Meeting #1

Tuesday, April 13, 2021 5:30-7PM, via Zoom

Notes

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Group Role, Design Process, Performance Requirements 4

Discuss Priorities and Arrive at Top 3-5 5

Questions and Clarifications from Group on the Presentation 7

What is the opposition to the project? 7

How much is the loan for the project, who's it from, and what's the payback? 7

Will demonstrations coming up have lights 3000K or lower? 7

PNM and NMDOT have expressed that they could be flexible with regulatory requirements, is that truly the case? 7

One member requested that the following lighting terms also be explained. 8

Old vapor lights have diffusion lenses, do LED lights have diffusion? Existing LEDs in the City seem to provide a cold and unwelcoming feeling. 8

What might be consequences of the conversion that we haven't discussed? 9

What is Correlated Color Temperature (CCT) measured in Kelvins (K)? 9

Follow Up Information – After Meeting 10

Has the Historic Design Review Board (HDRB) approved the street light conversion design? 10

Was there a method for determining where these poles went? Do trailer parks for example get as many as City thoroughfares? As areas have grown are street lights installed to keep up? If there is no strict protocol or procedure, there are areas within the City who will have been overlooked and existing poles won't exist. Thus, some assessment must be made to assure even distribution of street lights throughout all City neighborhoods. 10

Meeting Agenda

City of Santa Fe Community-Guided Lighting Design Working Group

Tuesday, April 13, 2021 5:30-7PM MT

Agenda – Meeting #1

1. Introduction – 20 minutes
    a. Group goals and responsibilities
        i. Outcome of discussion is top 3-5 priorities for lighting design
        ii. City Code
    b. Facilitator role and responsibilities, ground rules
    c. Group members
        i. Name
        ii. What groups or communities do you represent?
2. Presentation slides – 30 minutes – hold questions for item F
    a. Lighting Design considerations
    b. Regulatory Requirements
    c. Project motivation and performance metrics
    d. PNM/City partnership
    e. Group objectives
    f. 10 minutes for questions and clarification – raise hand function on Zoom
3. Discussion Forum – 40 minutes
    a. Each member has 2 minutes to share priorities related to lighting design considerations in Santa Fe City Code
    b. Discuss priorities
    c. Outcome of discussion is recommendation of 3-5 priorities for lighting design
    d. Schedule final meeting

Meeting summary and Q&A doc will be sent out after the meeting

Action items:

- Attend at least one demonstration
- Connect and converse with fellow community members
- Come to final meeting prepared to review design options with priorities and experience in mind

Attendance

Page Buono, Independent Facilitator
Cheyenne Ernst, Community Engagement Leader, Dalkia
Regina Wheeler, Director of Public Works and Project Manager for lighting upgrade
Jamie Aranda, Community Relations Manager, PNM
Javier Rosado, Director of Engineering Division

Group members in attendance (alphabetical order by first name)

Name	Self-identified representation
Alba Blondis	Southwest Santa Fe Advocates Chair, Tierra Contenta resident
David A. Carr	Architect, Santa Fe chapter of AIA
Eric Gent	Railyard neighborhood resident and business owner
Hope Reed	Mayor's Committee on Disability representative
Ken Hughes	Sierra Club representative
Lucy Foma	Racial equity and safety advocate
Madeline Carey	Experience with large-scale climate solutions, outdoor runner/pedestrian advocate
Dr. Nancy Owen Lewis	Anthropologist, Public Safety Committee representative
Peter Lipscomb	sensible lighting advocate, wrote IDA nomination packet for Clayton Lake State Park, Cerrillos Hills State Park Manager
Richard Ellenberg	Canyon Neighborhood Association representative
Ruth Hamilton	Southwest Santa Fe Advocates Member, Tierra Contenta resident
Tom Jervis	Sangre de Cristo Audubon Society representative

Presentation Excerpt

Group Role, Design Process, Performance Requirements

Lighting Design Working Group Context

- Assembled with guidance for balance and equity
- Understand lighting design parameters
- Articulate community goals and needs
- Marry goals and needs with requirements
- Participate in Demonstrations
- Review Lighting Design

Community-Guided Lighting Design Process

- Website with education, feedback form
- Engage Neighbors
- Share information, demonstrations and gather feedback
- Analyze options and tradeoffs
- Ensure regulatory compliance
- Governing Body approval of design

Project Performance Requirements

- Minimum of 50% energy reduction
- Meet or exceed New Mexico Dark Sky Protection Act
- Support Dark Sky Community Designation
- Meet minimum Roadway Lighting Levels established by ANSI IES RP-8-18
  - Achieves lighting standard with existing lighting poles
- Meets PRC performance specs for replacement equipment
- First energy-savings payment due in December 2021

Discuss Priorities and Arrive at Top 3-5

"Reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security, and ensure aesthetically appropriate outdoor lighting in keeping with the character of Santa Fe."
City of Santa Fe Municipal Code 14-8.9 OUTDOOR LIGHTING (A) PURPOSE

The Group discussed guiding values for the community guided lighting design:

	Priorities
Group member	appreciates street lights for safety and visibility; energy consumption and cost effectiveness; having enough light to keep crime away
Group member	bird and wildlife impact - no uplight; important that shielding be available for residents to protect their property; lower kelvin is better for bugs and wildlife; energy consumption and savings; carbon neutrality
Group member	color temperature; work on uniformity; demonstrate what it means to be a good neighbor to outlying communities; demonstrate that we're stewards of our environment
Group member	conserve energy, promote sense of safety and security
Group member	equal distribution of lighting throughout communities that are currently dark; need lighting for safety; energy savings/consumption; light trespass and light pollution in a functional capacity
Group member	finding the sweet spot between energy savings and impact on character of city
Group member	light pollution and trespass; energy consumption; safety and dimming impact; wildlife impact, night sky; night blindness from too much blue light
Group member	light trespass; lower color temperature for health impact
Group member	District 3 diversity of work means movement at all hours so it's important to have safety at all times; downtown and tourist areas should be well-lit; pedestrians safety; protect night skies; cost effective and energy efficient
Group member	pedestrian and cyclist safety; environmental non-climate impacts on wildlife, dark sky; meeting carbon goals and progress to carbon neutrality
Group member	promoting health and safety - demonstrate that it will improve health and safety, and make roads safer; conserve energy; protecting dark skies as part of the heritage of the city
Group member	protect wildlife, both flying and ground base animals; capture energy savings and reduce energy use significantly; have an enhanced experience walking around Santa Fe

Post Meeting Compilation of Guiding Values – most mentioned to least mentioned

Guiding Values (by most mentioned)
Conserve energy, reach carbon neutrality
Promote safety and security
Protect wildlife
Dark sky
Light pollution and trespass light
Color temperature
Shielding, zero uplight, additional shielding
Reduce cost
Enhanced experience Santa Fe streets
Uniformity, all have good lighting
Stewards of environment
Make people healthier and roads safer
Disposal and replacement lifecycle
Consider neighborhing communities

Questions and Clarifications from Group on the Presentation

What is the opposition to the project?

Staff originally presented a plan to use 4000 Kelvin lights on major roadways and 3000 Kelvin on residential streets. Dark sky, sustainability, environmental, and city character advocates objected vehemently to this plan. With the new awareness, the City has engaged the International Dark Sky Association to provide guidance to ensure the lighting design supports becoming an Dark Sky Designated Community. Staff, PNM, and Dalkia and are all working with regulatory agencies and equipment analysis to be able to use lower color temperature lights in the City of Santa Fe while meeting project requirements.

How much is the loan for the project, who's it from, and what's the payback?

City secured a municipal loan for $18M which will be paid back by energy savings. $15M is for solar array installation on 17 facilities in the city as well as converting facility interior lighting to LEDs. $3M is for the lighting conversion project. On-bill savings of $500,000 per year will pay debt and deferred maintenance on existing street light infrastructure. The debt is configured for 18 year payback period. The loan is from Sterling Bank.

Will demonstrations coming up have lights 3000K or lower?

There will be 3000K and 2700K fixtures in the demonstrations. Models for 3000K and 2700K have been evaluated and meet performance metrics which include: City Code; energy savings needs for debt service; lighting levels compliant with ANSI IES RP-8-18 Design Of Roadway Facility Lighting; cut off and shielding requirements; reliability. Luminaires with color temperature less than 2700K are currently being evaluated by Dalkia and PNM for compliance with project performance requirements and PRC requirements.

PNM and NMDOT have expressed that they could be flexible with regulatory requirements, is that truly the case?

After conversations with NMDOT engineers and legal representatives, NMDOT has declined to provide a waiver from the existing specifications and indicated they, instead, will go through the process of changing their specifications. NMDOT won't control many Santa Fe streets after August 1, 2021 based on the Road Transfer Agreement which will transfer Cerrillos, St. Michaels Drive and Old Pecos Trail to City operation, maintenance and ownership. St. Francis and NM-599 will continue to be NMDOT owned and operated. Waiting to upgrade street lights on NMDOT roads until NMDOT modifies their specifications may a good strategy.

PNM is committed to matching the City's adopted community guided lighting design. Rate 20 which is PRC regulation that guides the project and the rate that the City pays for their lights.

The new 16th version of Rate 20 provides PNM flexibility to add equipment to the qualified products list so that they can include additional color temperature options.

One member requested that the following lighting terms also be explained.

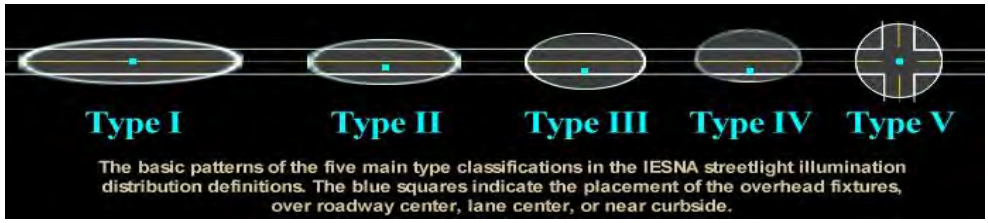
Candela (cd): The candela is the international basic physical quantity in all measurements of light: all other units are derived from it. An ordinary wax candle has a luminous intensity in a horizontal direction of approximately one candela. Candlepower is always a property of a source of light, and gives information regarding luminous flux at its origin.

Illumination at the roadway (also called illuminance, measured in footcandles (fc)): the intensity of light hitting a surface. The number of lumens on a surface is divided by the area of the surface to obtain the average illuminance over that area. In the United States Customary System (USCS), the unit is the footcandle (fc), where one foot candle is equal to one lumen per square foot.

Additional note: Human eyes do not see illuminance. They see only the portion of the light that is reflected toward them. An example is a white line on a black asphalt surface. The appearance of the white line is totally different from that of the black surface, even though each may be receiving identical illumination.

Luminance (reflectance of light from pavement surface): To understand what the eye sees, one must consider luminance, the concentration of light reflected toward the observer per unit area of surface. It is essentially the intensity divided by the area of the source and is measured in candelas per square meter (cd/m2).

Light distribution patterns:



Types II and III are preferred for street lights and are the types being evaluated for installation.

Old vapor lights have diffusion lenses, do LED lights have diffusion? Existing LEDs in the City seem to provide a cold and unwelcoming feeling.

Approximately 200 LED luminaires have been installed on City street lights over the past 10 years. They are an older technology and have higher CCT lights than are being considered for this project. Most of these fixtures are 5000K color temperature, which was never a consideration for this project. Additionally, many previously installed LEDs don't have the "full

cut off" feature that keeps the light directed down from the horizontal plane; they also don't have the option for additional shielding to prevent light trespass. Existing LEDs will be replaced as part of the upgrade with the community-guided lighting design plan. All fixtures being evaluated for the project are "full cutoff" and shielded, with additional shielding options available.

Regarding Diffusion: LED lights have one of two types of diffusion.

- Discrete LED - each has its own acrylic or glass refractor.
- Chip-on-board - multiple LED chips on the same platform, and utilize same same concept of refraction as discrete LEDs.

What might be consequences of the conversion that we haven't discussed?

Since the new lights will have a more focused beam, it could make dark spots worse. It is common to have a subsequent effort to assess and adjust lighting in neighborhoods after the retrofit. Additional light could be more creative than installing new poles similar to existing street lighting to ensure compliance with International Dark Sky Association (IDA) standards to become an IDA Designated Community.

What is Correlated Color Temperature (CCT) measured in Kelvins (K)?

CCT is a measure of the visual "warmth" or "coolness" of light, expressed in Kelvins (K). Noon daylight has a CCT of about 5500K. The higher the value, the more blue or "cool" the light appears. (See Figure 6-19, from IES RP-8-18.)

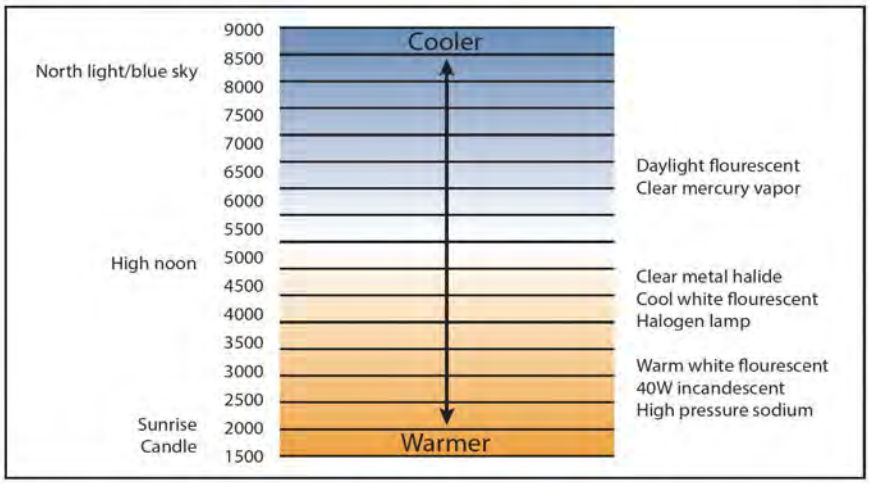


Figure 6-19. Correlated color temperature chart.

Follow Up Information – After Meeting

Has the Historic Design Review Board (HDRB) approved the street light conversion design?

According to the Land Use Planner Manager Nicole Ramirez-Thomas, the Historic Design Review Board has jurisdiction over outdoor lighting, but not street lighting.

Was there a method for determining where these poles went? Do trailer parks for example get as many as City thoroughfares? As areas have grown are street lights installed to keep up? If there is no strict protocol or procedure, there are areas within the City who will have been overlooked and existing poles won't exist. Thus, some assessment must be made to assure even distribution of street lights throughout all City neighborhoods.

How were light poles positioned originally?

1. Existing lights on main thoroughfares were largely designed and installed by NMDOT to meet specs (at the time) for those roadways.

2. Many if not most light poles in neighborhoods would have been designed and built by private developers according to City code and development plans approved by Land Use. I do not know if the City code has different street lighting guidelines for mobile home parks vs. other types of neighborhoods.

This project is the first step of getting our street lights understood and in order. We expect there will be subsequent efforts to improve lighting in neighborhoods where it is insufficient. We are also looking into the areas where HOAs are currently responsible for streetlights. In many of these areas, the lighting is not being maintained well and we want to understand how we can improve lighting in these neighborhoods.

City of Santa Fe LED Conversion Project

•••

Community-Guided Lighting Design Working Group
Tuesday April 13, 2021

Lighting Design Working Group Context

- Assembled with guidance for balance and equity
- Understand lighting design parameters
- Articulate community goals and needs
- Marry goals and needs with requirements
- Participate in Demonstrations
- Review Lighting Design

City of Santa Fe Outdoor Lighting Code - (Ord. No. 2011-37 § 10)

"**Reduce light pollution**, reduce or prevent glare, reduce or prevent light trespass, **conserve energy**, promote a sense of **safety and security**, and ensure **aesthetically appropriate** outdoor lighting in keeping with the **character of Santa Fe.**"

The objective of this meeting is to prioritize the requirements set forth by the City Ordinance.

Lighting Design Terminology

Lumens: measure of lighting output, measure of brightness

Color temperature: measured in Kelvins, warm or cool tone of the light

Wattage: unit of measurement for energy consumption

Efficacy: lumens (amount of light) per watt (amount of energy) ~ similar to miles per gallon

Cut off: design which allows or prevents light to go above the horizontal plane of the fixture ("full cut off" is considered dark-sky friendly)

Shielding: small piece of equipment installed on a street light to further prevent light trespass

Project Motivation



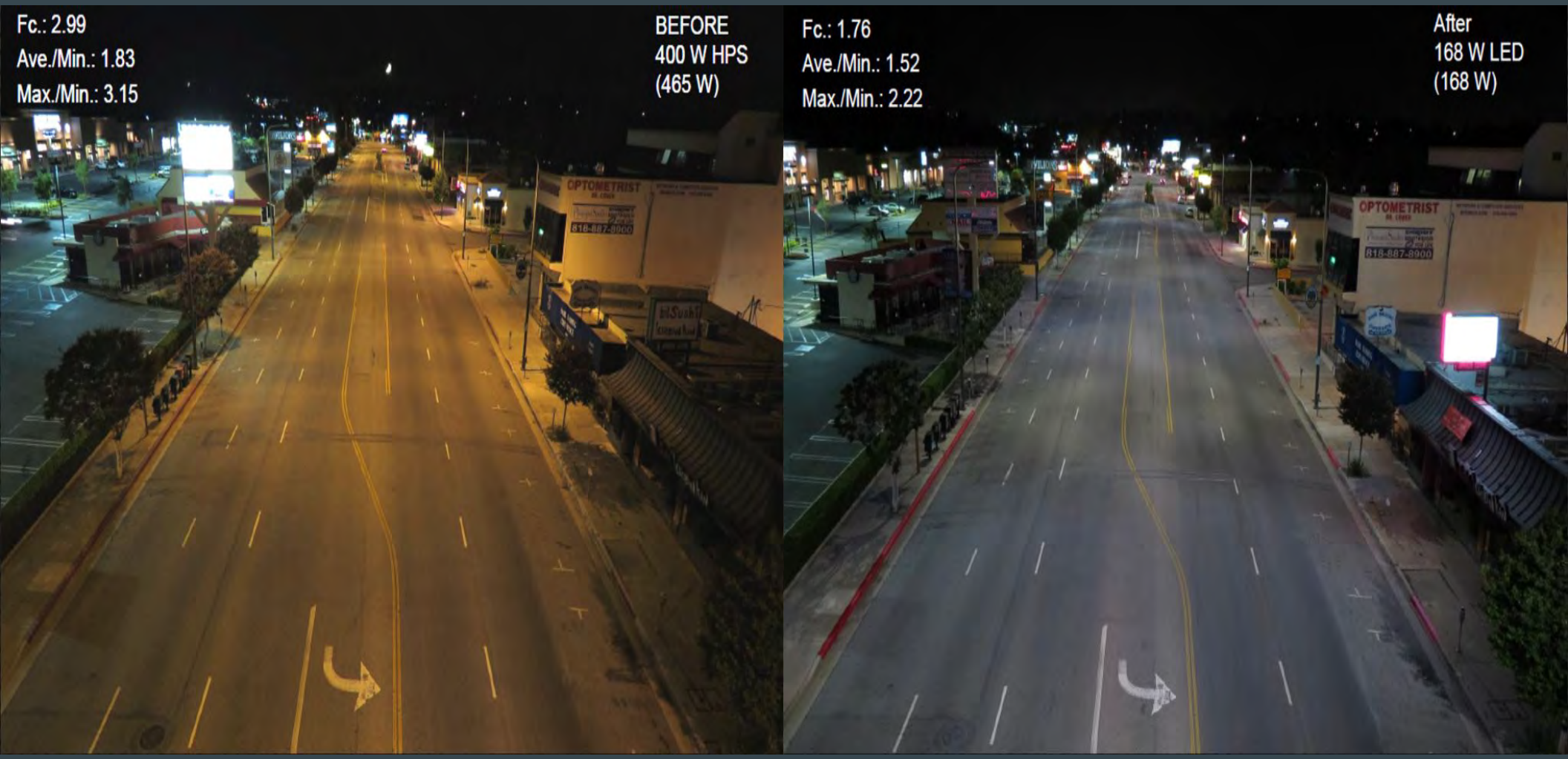
- High failure rate and long repair times
- Confusing customer service
- Double energy use
- High cost for electricity and maintenance
- Failure to meet safety regulations and dark-sky regulations
- Excessive fugitive light affecting quality of life and dark sky

Centralized Maintenance Management



- Online problem reporting and customer service hotline
- Routine repairs within 5 days – faster if more than 1 light
- Automatic detection of failures
- Reporting and accountability for repairs, reliability and energy use through dedicated company
- Accurate inventory, consistent fixture types
- Safety improved with more reliable lighting

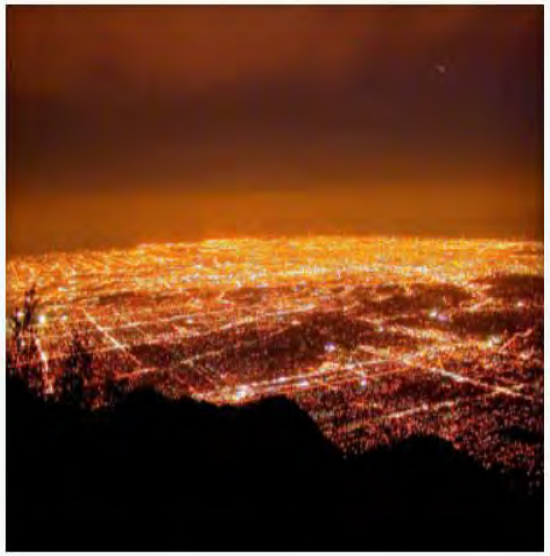
Environmental Considerations



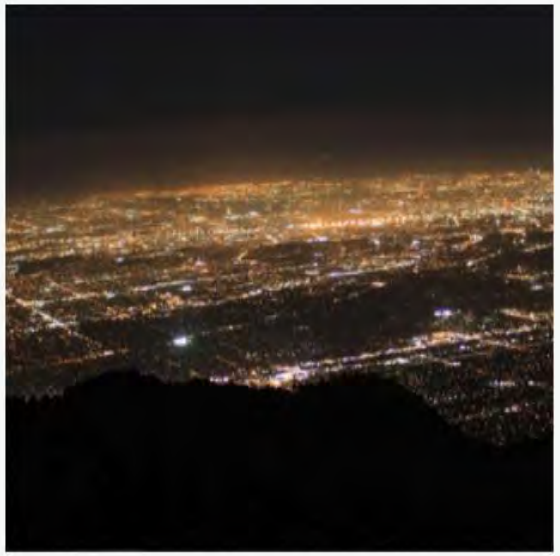
- Energy saved since LEDs use less energy for same lumens 400w HPS vs 168W LED
- Dimming capability further reduces energy consumption
- Progress on City goal of carbon neutrality by 2040
- LEED Cities points toward Platinum

Night Sky

- New fixtures being evaluated will exceed state and local dark sky code
- Goal to be Dark Sky Designated Community - current fixtures disqualify the city
- Full cutoff fixtures guarantee zero uplight
- Preserve character of Santa Fe



View from Mt. Wilson before LED Retrofit Project
(Los Angeles Basin, 2008)



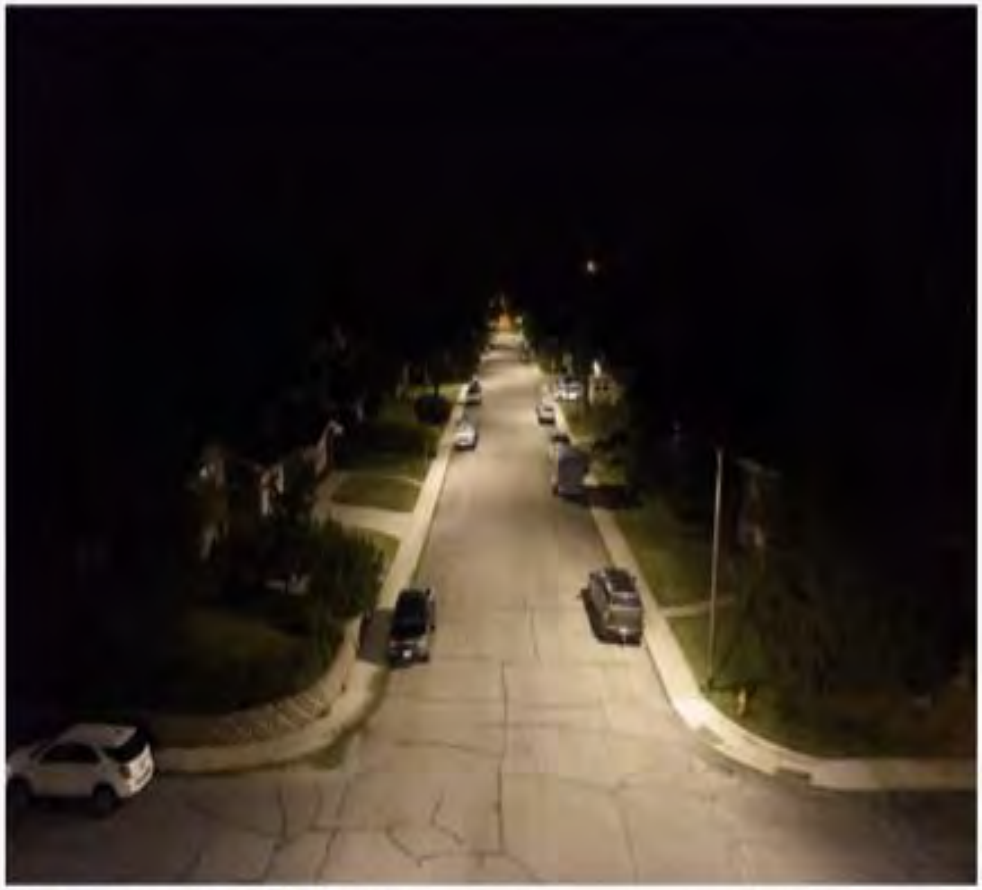
View from Mt. Wilson after LED Retrofit Project
(Los Angeles Basin, 2012)

Lights shine on street, not into homes



Stoddard St. HPS #1

HPS fixture with more back light than ideal.



Fairview Ave. LED #2

- Restrict backlight to sidewalk only
- Additional shielding options available for any resident at no additional cost

Upgrade Project Requirements

- Minimum of 50% energy reduction
- Meet or exceed New Mexico Dark Sky Protection Act
- Meet minimum Roadway Lighting Levels established by ANSI IES RP-8-18
  - Achieves lighting standard with existing lighting poles
- Meet PRC performance requirements for replacement equipment
- First energy-savings payment due on loan in December 2021

Lighting Design Working Group

- Understand lighting design parameters
- Articulate community goals and needs
- Marry goals and needs with performance requirements
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Community-Guided Lighting Design Process

- Website with education, feedback form
- Engage Neighbors
- Share information, demonstrations and gather feedback
- Analyze options and tradeoffs
- Ensure regulatory compliance
- Governing Body approval of final design

Discuss priorities and arrive at Top 3-5 criteria

"**Reduce light pollution**, reduce or prevent glare, reduce or prevent light trespass, **conserve energy,** promote a sense of **safety and security**, and ensure **aesthetically appropriate** outdoor lighting in keeping with the **character of Santa Fe.**"

Examples:

- Balance energy consumption, color temperature, brightness, and shielding to reduce overall light pollution
- Lowest lumen output possible that meets specification and feels safe
- Capture energy savings needed to pay for project
- Maximum shielding that meet specification

Meets specification = Energy Usage + Regulatory Compliance + Cost + City Code Compliance

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

rdellenberg@gmail.com <rdellenberg@gmail.com> Fri, Apr 23, 2021 at 8:19 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Thank you. Very good Poster and clear information for the public.

It would be great if the paper would print it.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Sent: Friday, April 23, 2021 8:00 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Subject: Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Good morning,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Please find attached the second edition of the Project Update Newsletter, with information about the demonstrations!

The recommended viewing experience for the four demonstration sites is to drive or walk down the street, noticing the distribution of light across the road. Avoid looking up directly at the lights, rather noticing how the roadway is lit for a driver or non-motorist, on the road and from a distance.

City of Santa Fe and Dalkia staff will be present from 8:00 p.m. to 9:30 p.m. tonight, April 23, at the following two locations:

- Frenchy's Field (Agua Fria Street & Osage Ave)
- Jaguar Drive, between Paseo del Sol and Ave Contenta

We are looking forward to engaging with you and your fellow neighbors further through these demonstrations! Please provide feedback on or before May 10.

Please reach out with any questions.

Respectfully,

Cheyenne

Cheyenne Ernst
Community Engagement Leader

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Jon Block <jblock41@gmail.com> Fri, Apr 23, 2021 at 8:21 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hello, Cheyenne:
Thanks for your suggestion. My concern is that, at a minimum, where the lighting is near peoples' homes that it meet or exceed the American Medical Association guidelines that I provided in my comments. This would minimize any nuisance as well as provide some protection for insects (bees) and animals (dogs, cats, and the range of roaming wild animals in Santa Fe.

I do think it is a great idea to make the switch to LEDs (and all other means of conserving energy available); my sole issue is that, given what is know through medical experimentation, that plans meet or exceed that AMA guidance.

Thanks.

Jon Block

On Fri, Apr 23, 2021 at 8:00 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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> Community Engagement Leader
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> **dalkiasolutions.com**
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> Same people, same services, new name - Dalkia Energy Solutions, LLC
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Eric Rounds <rounds.eric@gmail.com> Fri, Apr 23, 2021 at 8:28 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Thanks Cheyenne. I will go check it out.
Take care,
Eric

On Fri, Apr 23, 2021 at 8:00 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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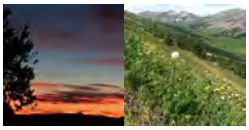
"Out beyond ideas of wrongdoing and rightdoing, there is a field. I will meet you there." -Rumi





Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Nancy Owen Lewis <lewis@sarsf.org> Fri, Apr 23, 2021 at 8:46 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Thank you, Cheyenne and also for your participation at Tuesday's Public Safety Committee meeting. Regina's presentation was much appreciated as well as your thoughtful responses to the questions. It certainly generated a lot of interest.

Best regards,
Nancy Owen Lewis

From: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Sent: Friday, April 23, 2021 7:59 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

D. Saumon <saumond5@gmail.com> Fri, Apr 23, 2021 at 8:45 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Dear Mr. Ernst,

I thank you for the updates on the Santa Fe LED conversion project. I plan to see the demonstration lights. I note, however, that the document describing the sites and which fixtures are on display does not give the color temperature of those lights. Is this information given on the posters mounted on the lights?

Best regards,

Didier Saumon

On Fri, Apr 23, 2021 at 8:00 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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> Community Engagement Leader
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Mark Baker <mbaker@softlights.org> Sat, Apr 24, 2021 at 10:23 PM
To: SantaFeLED@dalkiasolutions.com
Cc: "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>

Dear Cheyenne Ernst, Dalkia Solutions,

Thank you for sending us the information on the Santa Fe Streetlight Conversion Project. I notice that you state, "Avoid looking up directly at the lights". What is the reason for providing this warning to us? Is there a danger to our eyes or our health from these LED streetlights? Are these lights safe for people with light sensitivity disabilities?

Thank you.

Mark Baker, B.S.E.E.
Soft Lights
www.softlights.org

---------- Forwarded message ---------
From: **Cheyenne Ernst** <SantaFeLED@dalkiasolutions.com>
Date: Fri, Apr 23, 2021 at 7:00 AM
Subject: Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Good morning,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Please find attached the second edition of the Project Update Newsletter, with information about the demonstrations!

The recommended viewing experience for the four demonstration sites is to drive or walk down the street, noticing the distribution of light across the road. Avoid looking up directly at the lights, rather noticing how the roadway is lit for a driver or non-motorist, on the road and from a distance.

City of Santa Fe and Dalkia staff will be present from 8:00 p.m. to 9:30 p.m. tonight, April 23, at the following two locations:

- Frenchy's Field (Agua Fria Street & Osage Ave)
- Jaguar Drive, between Paseo del Sol and Ave Contenta

We are looking forward to engaging with you and your fellow neighbors further through these demonstrations! Please provide feedback on or before May 10.

Please reach out with any questions.

Respectfully,

Cheyenne

Cheyenne Ernst
Community Engagement Leader

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
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3 attachments

Santa Fe Community Guided Lighting Design Working Group Meeting 1 Presentation.pdf
369K

Santa Fe Community Guided Lighting Design Working Group Meeting 1 Notes.pdf
1449K

LED Street Lighting Conversion Newsletter 2.pdf
2589K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Diane Paolazzi <dechens108@gmail.com> Fri, Apr 23, 2021 at 9:09 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

THIS is a disaster! Lo siento

Sent from my iPhone

On Apr 23, 2021, at 8:00 AM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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Cheyenne

Cheyenne Ernst
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<Santa Fe Community Guided Lighting Design Working Group Meeting 1 Presentation.pdf>
<Santa Fe Community Guided Lighting Design Working Group Meeting 1 Notes.pdf>
<LED Street Lighting Conversion Newsletter 2.pdf>

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Janet Marshall <jmnewmex@gmail.com>
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Fri, Apr 23, 2021 at 10:18 AM

Hi Cheyenne

Friday evening doesn't seem like the best night of the week to have a demonstration. Will there be dates offered for future demonstrations?

Thanks.

Janet

[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]

3 attachments

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369K

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1449K

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2589K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Sally Blakemore <artyprojects@cybermesa.com> Fri, Apr 23, 2021 at 10:40 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

This is fabulously organized and so clearly presented. Thank you so much for your intelligence and focus on neighborhoods.
You are doing a wonderful job,
Sally Blakemore
Citizen of Santa Fe for 32 years

On Apr 23, 2021, at 7:59 AM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

Good morning,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Please find attached the second edition of the Project Update Newsletter, with information about the demonstrations!

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Please reach out with any questions.

Respectfully,

Cheyenne

Cheyenne Ernst
Community Engagement Leader

dalkiasolutions.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Diane MacInnes <storyscapes@cybermesa.com> Fri, Apr 23, 2021 at 12:44 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Cc: Mayor Alan Webber <mayor@santafenm.gov>, Carol Romero-Wirth <cromero-wirth@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, Jarel LaPan <jlapanhill@santafenm.gov>, JoAnne Vigil Coppler <jvcoppler@santafenm.gov>, Regina Wheeler <rawheeler@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>, Roman Tiger Abeyta <rrabeyta@santafenm.gov>, "Signe I. Lindell" <silindell@santafenm.gov>

Dear Cheyenne,

Thank you for sending the links and the information. I've reviewed them briefly and will take more time to review them again after viewing the sites tonight. I am relieved to see that no 4000K lighting is being considered.

The attachments you sent may address some of the questions I sent you on 4/17/21. I'll list them again here for you to review and answer:

• Will there be models of various Kelvin ratings from 2000K-2200K-2700K-3000K-4000K?
• Will the models have different types of shielding to assess?
• Will the dimming capability be demonstrated?
• Will the models be in areas without light trespass from nearby street lights, but perhaps close enough for comparison?
• Is there a fifth site, which hasn't been posted as yet?
• For how long will the models be available for viewing and during what hours?

Here are some additional questions, which have come up since the 4/17/21 email:

- Since there are only two sites up now, does this mean there will be more sites, perhaps on Canyon Road or the historic district to view, which would demonstrate how they would appear there? Will some of those sites demonstrate 2000K recommended for residential streets by the IDA?

- From my brief review of the attachments, I am not sure if the shielding of lights will be supplied as part of the installation, or only when residents request them, or would residents be requesting additional shielding to be added to the permanent shielding which is part of the original installation?

- Will streetlights be automatically dimmed at a certain hour?

- Page 10 discusses future plans for lighting in areas where there is none. Many of us chose to purchase homes in areas such as Sol y Lomas with no street lights because we value the darkness and the sense of peace and safety it provides. Can we be assured that we can maintain our dark streets and that no lights will be installed here?

I look forward to your response.

Thank you for your efforts,
Diane MacInnes

On Apr 23, 2021, at 7:59 AM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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Please reach out with any questions.

Respectfully,

Cheyenne

Cheyenne Ernst
Community Engagement Leader

dalkiasolutions.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

rdellenberg@gmail.com <rdellenberg@gmail.com> Sat, Apr 24, 2021 at 2:36 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

However, I cannot give positive feedback to the demonstration. The lights are not labeled, nor next to each other, so I can not learn about them. And the 23K is not even included. I have sent out the information of seeing them to the Neighborhood with the suggestion the demonstration is flawed and designed to support the original contract.

I am very disappointed. I had hoped to learn what all the different levels looked like.

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Sent: Friday, April 23, 2021 10:54 AM
To: Richard D. Ellenberg <rdellenberg@gmail.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Subject: Re: Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Thank you for the positive feedback, Richard! Glad to hear you think it's easy to understand - that's the number one goal. We'll have the information about the demonstrations in the Sunday paper, I believe.

I hope to see you at one of our two locations tonight if you can make it!

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

Please update your records with our new email format.

[Quoted text hidden]

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - demonstrations start tonight!

Alexandra Mayo-Cullen <amayocullen@gmail.com> Thu, Apr 29, 2021 at 8:15 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hello Cheyenne,

Thank you for the information.I was unable to attend the 23rd, but will visit the demonstration sites and provide feedback by the May 10th deadline.

Please also note the Dark Sky Association gave their presentation tonight and are not recommending lights to be above 2000K. My City Council member is advocating for 2700K and less.

Again, thank you for the information, we will be providing feedback.

Best,

Alexandra Mayo-Cullen

> On Apr 23, 2021, at 7:59 AM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
>
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> **Cheyenne Ernst**
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, May 10, 2021 at 3:14 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Bcc: rfinerman@gmail.com, hpantzis@gmail.com, weeja@outlook.com, laneyhennelly@gmail.com, brightlaw@aol.com, dbd@dbdoty.com, judymc@nets.com, mike@krupnickstudio.com, mark@munwood.us, lyle@wilsonyork.net, edwina.lieb@gmail.com, bakera@ohio.edu, ginny@olcott.org, williamandlesliebroughton@gmail.com, jowhaleystudio@gmail.com, Tim@nativeearthlandscaping.com, rosemary2912@comcast.net, barbaracnm@aol.com, vanheckedeb@gmail.com, harpdanis@icloud.com, ac99516@gmail.com, fensartorius@gmail.com, "Jack V. Huberman" <basinview1@gmail.com>, james@mediamonarchy.com, galengisler@mac.com, john@johnmeade.net, xwixom@gmail.com, earthlg@gmail.com, aschottsf@gmail.com, magray612@gmail.com, slpayne31@gmail.com, terrirolland@comcast.net, marcialdew@comcast.net, Albert Shultz <shultzaw@gmail.com>, holly.grimm@gmail.com, pachakaren@gmail.com, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, pelican730f@gmail.com, wbruno@gmail.com, dungar@mac.com, lilabuena@aol.com, stevehecht21@gmail.com, MichaelGold@cybermesa.com, lawnus@peoplepc.com, tlcarrell@shipsofdiscovery.org, Sam Finn <lsfinn@icloud.com>, lsusaneverett@gmail.com, martha.simonsrn@yahoo.com, noahlargo@gmail.com, rnidesign@aol.com, m.dacamara@icloud.com, christopher_quintana@me.com, glens@ufl.edu, phebething@yahoo.com, timothy@praisingearth.org, bakercorey86@gmail.com, beidlemanc@aol.com, bnxgonzalez@yahoo.com, ccbrown29616@gmail.com, Robert Novak <bobnovak74@alumni.nd.edu>, BLHKSH@gmail.com, PS.allemail@yahoo.com, carole.gardner@comcast.net, Michael.E.Jacobs@gmail.com, ewest@cybermesa.com, Terry Smith <terry@munroesmith.com>, David Tiemeyer <dtiemeyer@aol.com>, imbluesage@gmail.com, Brian Hagenbuch <bhagenbuch@mac.com>, 988pjr@gmail.com, jean hinlicky <jean.hinlicky@gmail.com>, vbrooker1@earthlink.net, sterling.grogan@gmail.com, pelican@onepost.net, santanalsalazar@gmail.com, biker999@mac.com, Ollie Eisman <ollie@ollietech.com>, henrywjohnson@comcast.net, shamp7@comcast.net, pjohnston11@comcast.net, danielgibsonNM@gmail.com, wallythered@gmail.com, jblock41@gmail.com, artatac505@gmail.com, dagnythorgilsdottir@gmail.com, rockabillyhill@hotmail.com, birdinglinda@yahoo.com, bspears@spearshorn.com, irissfnm@aol.com, mail@helenkgarber.com, charles louis <cmlouisusa@yahoo.com>, canton@gmail.com, jmnewmex@gmail.com, lemons.allison.k@gmail.com, Besharpe14@gmail.com, susancconway@gmail.com, Eric Saltmarsh <ericsaltmarsh@gmail.com>, jfsfoto04@yahoo.com, rowanwolverton@gmail.com, kristinrowley@msn.com, wrichardson@gmail.com, stujaff@gmail.com, bcj_sf_nm@yahoo.com, macbowen@gmail.com, philippe.cohen@stanford.edu, elisenoble@post.harvard.edu, tthferry@yahoo.com, artyprojects@cybermesa.com, acgieselman@yahoo.com, gabron@aol.com, nhendersonp@gmail.com, bellestarr40@gmail.com, gina.kinstle@gmail.com, kibricat@yahoo.com, dgnoble@nets.com, gordonlyon1@gmail.com, pauketat2@gmail.com, spenser14@gmail.com, fionamgh@hotmail.com, box9832.a@gmail.com, hollya1brady@gmail.com, trongo413@gmail.com, amarek1215@gmail.com, dasenevarez@yahoo.com, jwachter9@gmail.com, rahima236@gmail.com, smccall888@yahoo.com, tas_515@hotmail.com, tbonanno@gmail.com, nope@nope.com, shrinesite@yahoo.com, hartsilver0337@gmail.com, marini133@gmail.com, gtduncan@gmail.com, earthwalks1@yahoo.com, jwa1856@gmail.com, calisch@gmail.com, 4elaineward@gmail.com, patricia11stn@gmail.com, 2020mhon@gmail.com, boxcar73@msn.com, dan@dtbprojects.com, les77005@comcast.net, dalygub@yahoo.com, jihiro@yahoo.com, cmmalexander@cybermesa.com, Livetoad@gmail.com, bbsfdesign@comcast.net, matrng@hofstra.edu, joviereck@gmail.com, army19ranger82@aol.com, mstrioszla@aol.com, mhfollingstad@gmail.com, forests@ucla.edu, sma50@hotmail.com, why@needthis.com, russellbrott@gmail.com, dwc3301@outlook.com, Judith Gabriele <judegabe@gmail.com>, ellwoodxpat@gmail.com, sam@maxerfilms.com, laurie.meyer1969@gmail.com, stephenwalker14@gmail.com, Samsunshine Levy <netman@thenetcave.com>, jdblagg@cybermesa.com, amayocullen@gmail.com, Erich Mann <erich@marketmentors.com>, lonna.gutierrez@comcast.net, ednord@aol.com, rounds.eric@gmail.com, bakerjim.sw@gmail.com, Jon Tucker <jtucker@tuckerime.com>, Erica Elliott <ericamelliott@gmail.com>, Leslie Drobbin <lesliedrobbin@gmail.com>, "Brown, Arthur" <ab48@evansville.edu>, George Vincent Wright <geobath@gmail.com>, Anne Fredericks <anne@annefredericks.com>, Gwendolyn Lacy <gwen@advocacymatters.net>, Richard Moriarty <muirchearteagh@gmail.com>, Harvey Daniels <hdanielsnm@gmail.com>, Ursula Hofer <ursulahofer4@icloud.com>, Nick Davidson <nickgdavidson@gmail.com>, Devin Kennemore <devin@thegatherer.us>, Pelican Lee <pelicanlee4@gmail.com>, David Brenner <dbrenner22@gmail.com>, Jamie BairM <jamiebair505@icloud.com>, Jim Mafchir <westernedge@cnsp.net>, Tim Johnson <firelock@comcast.net>, Dave Licht <da.licht@gmail.com>, Barbara Higgins <bach01@gmail.com>, Dawn Bunetta <shoofly1010@gmail.com>, Benji Bonnet <benjibonnet16@gmail.com>, Teresa Seamster <ctc.seamster@gmail.com>, Kelley Avery <kelleyaavery@gmail.com>, CindyR <croper56@gmail.com>, Jean Neblett <jeanneblett@gmail.com>, denisedinsf@gmail.com, Ken Hughes <b1family@icloud.com>, saumond5@gmail.com, bettekorber@icloud.com, "TUCKER, MARIA E." <metucker@santafenm.gov>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Mark Baker <mbaker@softlights.org>, ebbaca@gmail.com, Diane MacInnes <storyscapes@cybermesa.com>, Ramsay de Give <rdegive@gmail.com>, robert.a.powers@gmail.com, fmpatorni@earthlink.net, devendra@dncarchitect.com, FBanci@yahoo.com, Diane Paolazzi <dechens108@gmail.com>, Lee Chiacos <leechiacos@gmail.com>, cathryn.delude@gmail.com, Eric Toops <eric@etronix.com>, Alba Blondis <ablondis@gmail.com>, Eric Gent <ericgent33@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, hope reed <hopereed33@gmail.com>, Madeleine Carey <madeleine.carey@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, David Carr <davidacarraia@gmail.com>, Lucy Gent Foma <lucygent@gmail.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Mayor Alan Webber <mayor@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>, "Signe I. Lindell" <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "MIHELCIC, KRISTINE M." <kmmihelcic@santafenm.gov>, "HERNDON, DAVID A." <daherndon@santafenm.gov>, "SHARPE, ISABELLA L." <ilsharpe@santafenm.gov>, "WEBBER, ALAN M." <amwebber@santafenm.gov>, Jarel LaPan <jlapanhill@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>

Hello,

The Streetlight Demonstration FAQ packet distributed this morning had an error in the Equipment List table on page 10. Please see the corrected version, attached.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, May 10, 2021 at 10:17 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

> Good morning,
>
> Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. The latest update is attached, which includes answers to Frequently Asked Question from demonstration experiences and specific information about the luminaires installed.
>
> The demonstration and feedback window has been extended to Monday, May 24. We look forward to continuing to engage with you about this project.
>
> Respectfully,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
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Santa Fe Streetlights Demonstration FAQ.pdf
1418K

Streetlight Demonstration FAQ

Frequently Asked Questions

What lights will be replaced with this project? Will lights at schools, ball fields and parks be replaced? 2

Will the lights at Frenchy's Field and St Michael's Drive demonstration sites be the same lights that are in my neighborhood? 2

Why are we changing the street lights anyway? 3

What is all the controversy about and how has the project plan changed since February 24 when Governing Body passed the contract? 3

Is the timeline for feedback being extended? 3

What is the color temperature, lumen output and shielding of the demonstration lights? 4

Why were only three color temperatures of light fixtures used in the demonstrations? 5

What feedback was received and how is the City responding? 6

Why are certain lumen levels required? 6

What are the specifications of the lights used in the demonstration project and under consideration for inclusion in the City's streetlighting design? 7

Do the LEDs displayed in the demonstrations protect the night sky? 7

Can streetlights be removed? 8

How will the feedback submitted through the website, email, and phone line be shared? 9

How is Santa Fe pursuing International Dark Sky Association International Dark Sky Community Designation? 9

Streetlight Demonstration FAQ

What lights will be replaced with this project? Will lights at schools, ball fields and parks be replaced?

This project will convert roadway lighting in the City of Santa Fe. Specifically, all City owned and PNM owned streetlights on neighborhood roads, local, and main roads. Non-roadway lighting, such as parking lots, parks, or athletic fields, is not part of the scope of this project. Additionally, this project must be completed using the existing pole infrastructure.

The city owns 3,499 street lights in Santa Fe and PNM owns 2,057 street lights in Santa Fe. Dalkia is converting the city's 3,499 lights and PNM is in the process of planning the conversion for their 2,057, working closely with the city and Dalkia to ensure cohesiveness throughout the lighting design.

Will the lights at Frenchy's Field and St Michael's Drive demonstration sites be the same lights that are in my neighborhood?

No. Frenchy's Field and Jaguar Drive have examples of lighting for a local road and St Michael's Drive demonstrates lighting for a major road. Please head over to Governor Miles Road demonstration site to see the residential road fixtures.

The lights for residential roadways (about 3,680 lumens) are about 60% less bright than the lights at Frenchy's Field and Jaguar Drive (abut 15,500 lumens). Residential roadway lights account for about 60% of the total street lights in the city of Santa Fe. Lights on local streets account for about 17% of the street lights and lights on major roads account for the final 23%.

Since, "the primary purposes of street lighting are to help the motorist identify obstacles, provide adequate visibility of pedestrians and cyclists, and assist in visual search tasks, both on and adjacent to the street." (Illuminating Engineering Society, IES, the organization that issues the Roadway Lighting standard RP-8-18), the lighting required on each type of roadway varies.

Streetlight Demonstration FAQ

Why are we changing the street lights anyway?

Converting the street lights to reliable, energy efficient, fully shielded LEDs dramatically reduces costs, failure rate and impact on dark skies. City ambiance will be improved by a uniform lighting look compared to the sporadic status quo. Currently, high pressure sodium, mercury vapor, and high color temperature LEDs are scattered throughout the city. These lights consume twice as much electricity as new technology, cost more than twice as much to operate, have a high failure rate and shine light up affecting our night skies. In 2020, PNM received over 1000 complaints from residents with issues about street lights and lead times on repairs can be months.

What is all the controversy about and how has the project plan changed since February 24 when Governing Body passed the contract?

The controversy is over the color temperature of the lights. The original plan was to convert residential streetlights to 3000 kelvin and local and major roadway lights to 4000 Kelvin. In response to community feedback, the Governing Body directed a community guided lighting design process be undertaken and community feedback and lighting design options come to the Governing Body for consideration.

Is the timeline for feedback being extended?

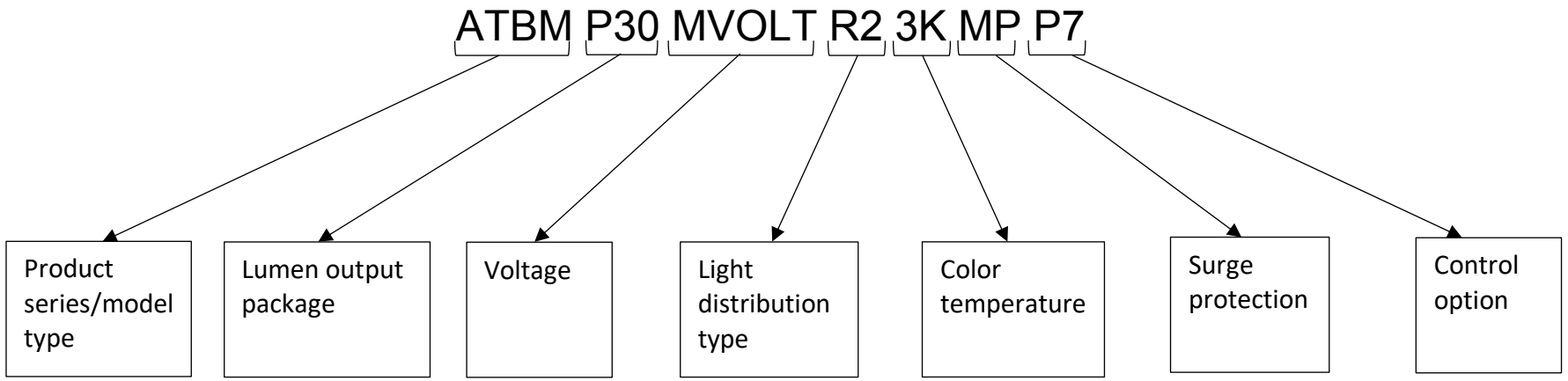
Yes, the feedback window is being extended two weeks, to May 24, 2021.

Streetlight Demonstration FAQ

What is the color temperature, lumen output and shielding of the demonstration lights?

Fixture #	Demonstration area	Fixture location	Roadway Type	Part Number	IDA Certified	Shielding	Color Temp (Kelvin)	Lumens	Wattage
1-3	Frenchy's Field & Osage Ave	West of Osage	Local	ATBM P30 MVOLT R2 27K MP P7	YES	Full cut off	2700	14,400	127
4-6	Frenchy's Field & Osage Ave	East of Osage	Local	ATBM P30 MVOLT R2 3K MP P7	YES	Full cut off	3000	14,600	125
7-9	St Michaels Drive, immediately west of 5th St	South side of street block	Major	ATBM P70 MVOLT R2 4K MP P7	NO	Full cut off	4000	21,600	190
10-12	St Michaels Drive, immediately west of 5th St	North side of street block	Major	ATBM P70 MVOLT R2 27K MP P7	YES	Full cut off	2700	20,000	203
13-16	Jaguar Drive, between Paseo del Sol and Ave Contenta	North side of street block	Local	ATBM P30 MVOLT R2 3K MP P7	YES	Full cut off	3000	14,600	125
17-19	Governor Miles Road, west of Camino Carlos Rey	Western most	Residential	ATBX P40 MVOLT R2 27K MP P7	YES	Full cut off	2700	3,110	34
20-22	Governor Miles Road, west of Camino Carlos Rey	Eastern most	Residential	ATBX P40 MVOLT R2 3K MP P7	YES	Full cut off	3000	3,600	30

How to read these part numbers:

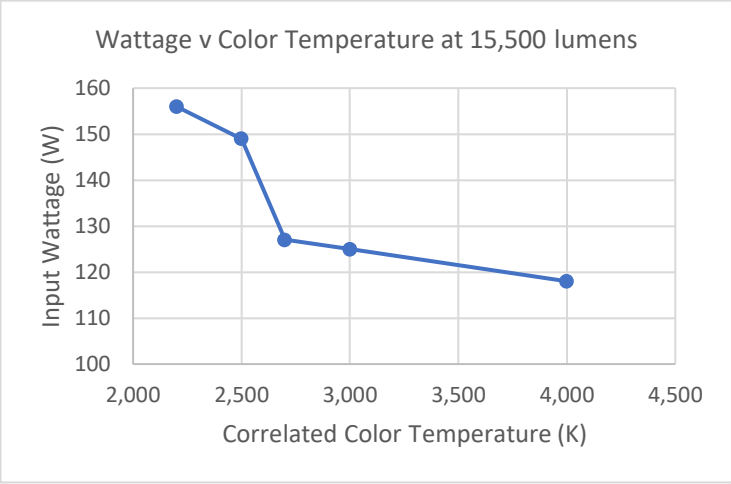


Streetlight Demonstration FAQ

Why were only three color temperatures of light fixtures used in the demonstrations?

The three color temperatures displayed during the demonstrations are 2700, 3000, and 4000 kelvin. These were selected because they have been analyzed to meet energy savings required by the project, PNM's approved replacement equipment performance specifications issued by the Public Regulation Commission (PRC Rate 20), road lighting standards (IES RP-8-18 and NMDOT), reliability and warranty requirements, and dark sky guidelines. The 4000k is above dark sky guidelines but is specified by NMDOT regulations and by best practices for safety on larger streets and therefore should be evaluated.

The streetlight replacement project funding is via a municipal bond that requires annual cost savings meet debt repayment amounts. The technology for lower kelvin color temperature lighting requires more energy to achieve lighting levels. The chart below shows the energy consumption required to maintain lighting output of ~15,500 lumens (lighting level required on local roads) in the American Electric Lighting ATBM P30 MVOLT R2 XX MP P7.



CCT (K)	Energy (Watts)	Lighting (lumens)	Lumens per Watt
2,200	156	15,457	99.08
2,500	149	15,492	103.97
2,700	127	15,511	122.13
3,000	125	15,516	124.13
4,000	118	15,515	131.48

Streetlight Demonstration FAQ

What feedback was received and how is the City responding?

The most common feedback from the first few nights of the demonstration has been peoples' experience of glare looking up at the new lighting fixtures and an experience of starkness of the light.

The lighting design team is researching to see if there is equipment to reduce this. At this time, a luminaire that has a visual comfort lens and additional shielding to prevent uplighting from the lens is being analyzed. The project team expects to receive a couple of these fixtures to install for evaluation by the public. Equipment cost, energy savings and lighting performance with these fixtures is being evaluated.

View the Visual Comfort Lens Guide on pages 13-16.

Why are certain lumen levels required?

Existing lights on main thoroughfares were largely designed and installed by NMDOT to meet lighting level requirements (at the time) for those roadways. Many if not most light poles in neighborhoods would have been designed and built by private developers according to City code and development plans approved by Land Use at the time.

This project is the first step of getting the street lights understood and in order. We expect there will be subsequent efforts to improve lighting in neighborhoods where it is insufficient. We are also looking into the areas where HOAs are currently responsible for streetlights. In many of these areas, the lighting is not being maintained well and we want to understand how we can improve lighting in these neighborhoods. Additionally during subsequent phases, we will have the opportunity to address existing infrastructure and if poles could be removed.

PNM's Rate 20 specifies replacing the same existing lumen output with equal lumen output, as technology is upgraded. This is how all upgrades of city infrastructure have occurred in the past, and taking a more multi-faceted approach to more holistic lighting levels is one benefit of the project.

Streetlight Demonstration FAQ

What are the specifications of the lights used in the demonstration project and under consideration for inclusion in the City's streetlighting design?

Below is a link to various product lists under consideration for this project that have been developed by the project team after analysis and community input to date.

View the Santa Fe Street Light Equipment List on pages 10-12.

Do the LEDs displayed in the demonstrations protect the night sky?

Yes, all LED luminaires currently being considered for this project are certified by the International Dark Sky Association as "Dark Sky Approved" when operated at 3000 kelvin or less.

Figure 2-24 below from IES RP-8-18 shows the difference between up-light, backlight, and forward light for street lighting luminaires. All luminaires being considered currently for the project have a 0% up-light guarantee. Many of the existing street lights in the city don't have "full cut off" shielding, allowing light to go directly upward into the sky.

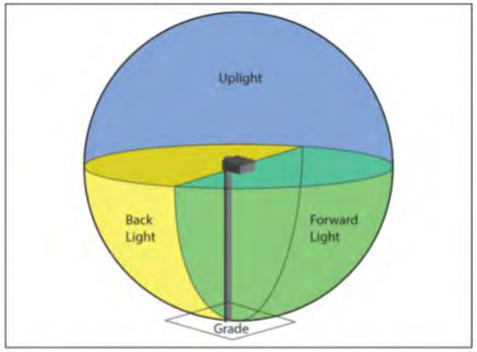


Figure 2-24. The three primary solid angles of the Luminaire Classification System (LCS).

Streetlight Demonstration FAQ

Can streetlights be removed?

The city currently has no process for requesting the removal of existing street lights. As part of the city's initiative to regain control over its street lighting infrastructure, the city is developing a process to address this. This phase of converting the existing infrastructure to LED technology is one of many phases to improve Santa Fe's outdoor lighting infrastructure.

How does this street lighting conversion project impact the City of Santa Fe's eligibility to be a Dark Sky Designated Community?

The street lights are one of many outdoor lighting aspects that have to be controlled for the City of Santa Fe to be considered for the Dark Sky Community Designation by the IDA. Becoming an International Dark Sky Designated Community will require codes and provisions to restrict privately-owned residential and commercial lighting, along with athletic fields, parking lots, parks, schools, advertising lighting, and more. Addressing these various types of lighting will require an extensive stakeholder engagement process.

What are other cities doing for their lighting?

Tucson, Arizona selected 3000K with dimming.

Phoenix, Arizona selected 2700K.

Washington DC is selecting 2700K for residential and 3000K for interstate and arterial roadways.
Grand Rapids, Michigan selected all 4000K for the energy savings provided.

The City of Los Angeles, California is using all 3000K.

Streetlight Demonstration FAQ

How will the feedback submitted through the website, email, and phone line be shared?

A presentation is scheduled to Governing Body on May 26. Feedback will be shared as part of the presentation and the full information packet will be available to the public a week prior to the meeting, on May 19.

How is Santa Fe pursuing International Dark Sky Association International Dark Sky Community Designation?

An IDA International Dark Sky Community is a town, city, municipality or other legally organized community that has shown exceptional dedication to the preservation of the night sky through the implementation and enforcement of a quality outdoor lighting ordinance, dark sky education and citizen support of dark skies. The street lighting project is one small piece of a much bigger undertaking for the city in earning this designation. The city will have to create code and policies to enforce the code for residential outdoor lighting, commercial lighting (car lots, gas stations, etc), recreational facility lighting (baseball fields, etc), sign lighting (advertising billboards), and more. It's important for the street lighting project to contribute positively to this effort, but the street lighting project alone can't achieve this goal for Santa Fe because there are so many other sources of light in the city. The International Dark Sky Association's main goal is to overall light pollution, so all sources of light pollution must be considered.

For additional information or to submit a different question, visit the project website: SantaFeLED.com

Fixture Type	Manufacturer	Part Number	Lighting Temp	Lumen Output	Wattage	Lumens per Watt	Distribution	BUG Rating B (backlight)	BUG Rating U (uplight)	BUG Rating G (glare)	IDA Approved	Warranty (YRS)	Life Expectancy (HRS)
A1	American Electric	ATBS P10 MVOLT R2 NL P7 XL	4000K	5,577	40	139	Type 2	1	0	2	NO	5	100000
A2	General Electric	ERL1 0 05B3 40 A GRAY	4000K	5,000	39	128	Type 2 Wide	1	0	1	NO	5	50000
A3	Eaton	VERD C016 D U T2 4N7 10MSP AP	4000K	4,870	39	125	Type 2	1	0	1	NO	5	60000
A4	American Electric	ATBS P10 MVOLT R2 3K NL P7 XL	3000K	5,360	40	134	Type 2	1	0	2	YES	5	100000
A5	General Electric	ERL1 0 05B3 30 A GRAY	3000K	4,900	39	126	Type 2 Wide	1	0	1	YES	5 to 10	50000
A6	Eaton	VERD C016 D U T2 7030 4N7 10MSP AP	3000K	4,739	39	122	Type 2	1	0	1	NO	5	75000
A7 Alt**	American Electric	ATBS P10 MVOLT R2 27K XL NL P7	2700K	4,900*	40	123	Type 2	1	0	2*	YES	5	100000
A8 Alt**	General Electric	ERL1 0 05B3 27 A GRAY	2700K	4,700	39	121	Type 2	1	0	1	YES	5 to 10	50000
A9 Alt**	Eaton	VERD C016 D U T2 8027 4N7 10MSP AP	2700K	4,292	39	110	Type 2	1	0	1	NO	5	75000
B1	American Electric	ATBM P30 MVOLT R3 NL XL P7	4000K	15,500	118	131	Type 3	2	0	3	NO	5	100000
B2	General Electric	ERL2 0 16C3 40 A GRAY	4000K	16,000	120	133	Type 3	2	0	3	NO	5 to 10	50000
B3	Eaton	VERD C02H D U T3 4N7 10MSP AP	4000K	14,846	120	124	Type 3	2	0	2	NO	5	75000
B4	American Electric	ATBM P30 MVOLT 3K NL XL P7	3000K	14,631	118	124	Type 3	2	0	3	YES	5	100000
B5	General Electric	ERL2 0 16C3 30 A GRAY	3000K	15,300	120	128	Type 3	2	0	3	YES	5 to 10	50000
B6	Eaton	VERD C02H D U T3 7030 4N7 10MSP AP	3000K	14,447	120	120	Type 3	2	0	2	NO	5	75000
B7	American Electric	ATBM P30 480 R3 NL P7 XL	4000K	15,500	118	131	Type 3	2	0	3	NO	5	100000
C1	American Electric	ATBL F MVOLT R3 NL P7	4000K	28,091	259	108	Type 3	3*	0*	4*	NO	5 to 10	50000
C2	General Electric	ERL2 0 28C3 40 A GRAY	4000K	28,000	251	112	Type 3	3	0	4	NO	5 to 10	60000
C3	Eaton	VERD M A04 D U T3 4N7 10MSP AP	4000K	29,537	247	120	Type 3	3	0	4	NO	5 to 10	100000
C4	American Electric	ATBL F MVOLT R3 3K NL P7	3000K	28,091	259	108	Type 3	3*	0*	4*	YES	5 to 10	50000
C5	General Electric	ERL2 0 28C3 30 A GRAY	3000K	26,900	251	107	Type 3	3	0	4	YES	5 to 10	60000
C6	Eaton	VERD M A04 D U T3 7030 4N7 10MSP AP	3000K	29,537	247	120	Type 3	3	0	4	NO	5 to 10	60000
C7	American Electric	ATBL F 480 R3 NL P7 XL	4000K	28,091	259	108	Type 3	3*	0*	4*	NO	5	60000
A - Dalkia	American Electric	ATBX P40 MVOLT R2 27K GY MP P7	2700K	3,110	28	111	Type 2	1*	0*	1*	YES	10	100000
A - Dalkia	American Electric	ATBX P40 MVOLT R2 3K MP P7	3000K	3,603	28	129	Type 2	1	0	1	YES	10	100000
B - Dalkia	American Electric	ATBM P30 MVOLT R2 27K GY MP P7	2700K	14,429	118	122	Type 2	2*	0*	3*	YES	10	100000
B - Dalkia	American Electric	ATBM P30 MVOLT R2 3K MP P7	3000K	14,631	118	124	Type 2	2	0	3	YES	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 4K MP P7	4000K	21,565	190	114	Type 2	3	0	3	NO	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 27K GY MP P7	2700K	20,056	190	106	Type 2	3*	0*	3*	YES	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 3K GY MP P7	3000K	20,190	190	106	Type 2	3	0	3	YES	10	100000

* Estimated Value
** Fixture has not been approved by PRC as of 4.19.2021

This equipment has been analyzed to meet PNM Rate 20, ANSI IES RP-8-18 lighting level requirements, and energy saving requirements.

Fixture Type	Manufacturer	Part Number	Lighting Temp	Lumen Output	Wattage	Lumens per Watt	Distribution	BUG Rating B (backlight)	BUG Rating U (uplight)	BUG Rating G (glare)	IDA Approved	Warranty (YRS)	Life Expectancy (HRS)
A4	American Electric	ATBS P10 MVOLT R2 3K NL P7 XL	3000K	5,360	40	134	Type 2	1	0	2	YES	5	100000
A5	General Electric	ERL1 0 05B3 30 A GRAY	3000K	4,900	39	126	Type 2 Wide	1	0	1	YES	5 to 10	50000
A6	Eaton	VERD C016 D U T2 7030 4N7 10MSP AP	3000K	4,739	39	122	Type 2	1	0	1	NO	5	75000
A7 Alt**	American Electric	ATBS P10 MVOLT R2 27K XL NL P7	2700K	4,900*	40	123	Type 2	1	0	2*	YES	5	100000
A8 Alt**	General Electric	ERL1 0 05B3 27 A GRAY	2700K	4,700	39	121	Type 2	1	0	1	YES	5 to 10	50000
A9 Alt**	Eaton	VERD C016 D U T2 8027 4N7 10MSP AP	2700K	4,292	39	110	Type 2	1	0	1	NO	5	75000
B4	American Electric	ATBM P30 MVOLT 3K NL XL P7	3000K	14,631	118	124	Type 3	2	0	3	YES	5	100000
B5	General Electric	ERL2 0 16C3 30 A GRAY	3000K	15,300	120	128	Type 3	2	0	3	YES	5 to 10	50000
B6	Eaton	VERD C02H D U T3 7030 4N7 10MSP AP	3000K	14,447	120	120	Type 3	2	0	2	NO	5	75000
C1	American Electric	ATBL F MVOLT R3 NL P7	4000K	28,091	259	108	Type 3	3*	0*	4*	NO	5 to 10	50000
C2	General Electric	ERL2 0 28C3 40 A GRAY	4000K	28,000	251	112	Type 3	3	0	4	NO	5 to 10	60000
C3	Eaton	VERD M A04 D U T3 4N7 10MSP AP	4000K	29,537	247	120	Type 3	3	0	4	NO	5 to 10	100000
C4	American Electric	ATBL F MVOLT R3 3K NL P7	3000K	28,091	259	108	Type 3	3*	0*	4*	YES	5 to 10	50000
C5	General Electric	ERL2 0 28C3 30 A GRAY	3000K	26,900	251	107	Type 3	3	0	4	YES	5 to 10	60000
C6	Eaton	VERD M A04 D U T3 7030 4N7 10MSP AP	3000K	29,537	247	120	Type 3	3	0	4	NO	5 to 10	60000
C7	American Electric	ATBL F 480 R3 NL P7 XL	4000K	28,091	259	108	Type 3	3*	0*	4*	NO	5	60000
A - Dalkia	American Electric	ATBX P40 MVOLT R2 27K GY MP P7	2700K	3,110	28	111	Type 2	1*	0*	1*	YES	10	100000
A - Dalkia	American Electric	ATBX P40 MVOLT R2 3K MP P7	3000K	3,603	28	129	Type 2	1	0	1	YES	10	100000
B - Dalkia	American Electric	ATBM P30 MVOLT R2 27K GY MP P7	2700K	14,429	118	122	Type 2	2*	0*	3*	YES	10	100000
B - Dalkia	American Electric	ATBM P30 MVOLT R2 3K MP P7	3000K	14,631	118	124	Type 2	2	0	3	YES	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 4K MP P7	4000K	21,565	190	114	Type 2	3	0	3	NO	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 27K GY MP P7	2700K	20,056	190	106	Type 2	3*	0*	3*	YES	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 3K GY MP P7	3000K	20,190	190	106	Type 2	3	0	3	YES	10	100000

* Estimated Value

** Fixture has not been approved by PRC as of 4.19.2021

This equipment has been analyzed to meet PNM Rate 20, ANSI IES RP-8-18 lighting level requirements, and energy saving requirements, along with community guided design input to include dark sky friendly shielding and lower color temperature lighting options.

Fixture Type	Manufacturer	Part Number	Lighting Temp	Lumen Output	Wattage	Lumens per Watt	Distribution	BUG Rating B (backlight)	BUG Rating U (uplight)	BUG Rating G (glare)	IDA Approved	Warranty (YRS)	Life Expectancy (HRS)
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A5	General Electric	ERL1 0 05B3 30 A GRAY	3000K	4,900	39	126	Type 2 Wide	1	0	1	YES	5 to 10	50000
A6	Eaton	VERD C016 D U T2 7030 4N7 10MSP AP	3000K	4,739	39	122	Type 2	1	0	1	NO	5	75000
A7 Alt**	American Electric	ATBS P10 MVOLT R2 27K XL NL P7	2700K	4,900*	40	123	Type 2	1	0	2*	YES	5	100000
A8 Alt**	General Electric	ERL1 0 05B3 27 A GRAY	2700K	4,700	39	121	Type 2	1	0	1	YES	5 to 10	50000
A9 Alt**	Eaton	VERD C016 D U T2 8027 4N7 10MSP AP	2700K	4,292	39	110	Type 2	1	0	1	NO	5	75000
B4	American Electric	ATBM P30 MVOLT 3K NL XL P7	3000K	14,631	118	124	Type 3	2	0	3	YES	5	100000
B5	General Electric	ERL2 0 16C3 30 A GRAY	3000K	15,300	120	128	Type 3	2	0	3	YES	5 to 10	50000
B6	Eaton	VERD C02H D U T3 7030 4N7 10MSP AP	3000K	14,447	120	120	Type 3	2	0	2	NO	5	75000
C4	American Electric	ATBL F MVOLT R3 3K NL P7	3000K	28,091	259	108	Type 3	3*	0*	4*	YES	5 to 10	50000
C5	General Electric	ERL2 0 28C3 30 A GRAY	3000K	26,900	251	107	Type 3	3	0	4	YES	5 to 10	60000
C6	Eaton	VERD M A04 D U T3 7030 4N7 10MSP AP	3000K	29,537	247	120	Type 3	3	0	4	NO	5 to 10	60000
A - Dalkia	American Electric	ATBX P40 MVOLT R2 27K GY MP P7	2700K	3,110	28	111	Type 2	1*	0*	1*	YES	10	100000
A - Dalkia	American Electric	ATBX P40 MVOLT R2 3K MP P7	3000K	3,603	28	129	Type 2	1	0	1	YES	10	100000
B - Dalkia	American Electric	ATBM P30 MVOLT R2 27K GY MP P7	2700K	14,429	118	122	Type 2	2*	0*	3*	YES	10	100000
B - Dalkia	American Electric	ATBM P30 MVOLT R2 3K MP P7	3000K	14,631	118	124	Type 2	2	0	3	YES	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 27K GY MP P7	2700K	20,056	190	106	Type 2	3*	0*	3*	YES	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 3K GY MP P7	3000K	20,190	190	106	Type 2	3	0	3	YES	10	100000

* Estimated Value

** Fixture has not been approved by PRC as of 4.19.2021

This equipment has been analyzed to meet PNM Rate 20, ANSI IES RP-8-18 lighting level requirements, and energy saving requirements, along with community guided design input to include dark sky friendly shielding. This list meets the International Dark Sky Association's 3000K color temperature limit.

American Electric Lighting®



Autobahn DualOptix™

Performance Meets Visual Comfort

You don't have to compromise visual comfort to cut your energy and maintenance costs



Over a century of optical expertise teaches you a thing or two

With the advent of LED technology in roadway lighting, the debate regarding glare and visual comfort has become more and more heated. Utilities and municipalities seeking to reduce energy consumption, enhance sustainability efforts and ultimately save money have often experienced substantial complaints regarding the glare produced by many LED roadway fixtures.

American Electric Lighting® has addressed this issue with the introduction of our new DualOptix™ technology in many of our Autobahn Series products. With the DualOptix option, we incorporate over a century of roadway optics expertise into several Autobahn fixtures. This combines tremendous Autobahn performance and efficacy with a much more visually comfortable nighttime appearance.

ATBX
50-150 Watt
HID Equivalent



ATBS
100-250 Watt
HID Equivalent



Autobahn DualOptix Features

- Fully luminous optical cavity for visual comfort
- Reduced high angle light for lower glare
- Max candela reduction for improved visibility
- Multiple comfortable color temperatures
- High LPW in Type II and III roadway distributions

ATBM*
250-400 Watt
HID Equivalent



*Autobahn ATBM is now also available with DualOptix upon request. Contact your AEL Sales Representative for assistance with ordering.



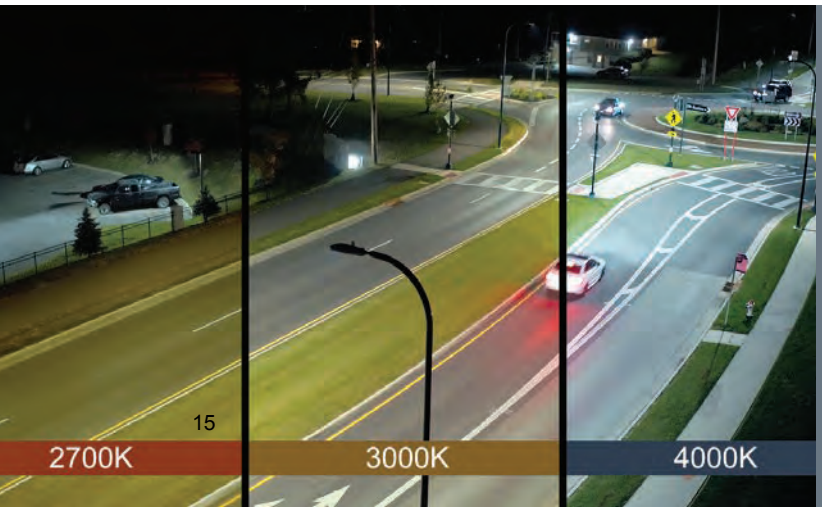


The DualOptix difference

Most conventional LED roadway lighting fixtures utilize a single refractor component to cover the bare LED source, thereby providing a means of redirecting the light for a variety of optical distribution patterns.

This alone provides very little diffusion with light that often reaches the high angles that can create unwanted glare and visual discomfort.

Autobahn DualOptix technology combines prismatic glass optic engineering with an additional secondary acrylic refractor to further diffuse the pixelation of the LED source while redirecting the extremely high angle light downward.



Dialing in your preference

To enhance visually comfortable roadway applications, the Autobahn DualOptix products are all available in a variety of color temperatures. Choose from 2700K, 3000K, 4000K CCT (70CRI minimum) to tailor the lighting to your specific needs.

To further "dial in" your specific lighting preferences, each Autobahn fixture can have light output adjusted in the field with the FAO adjustable lumen output module option.



More Autobahn Value Added Design Features



- TOOLLESS ACCESS
- PRE-WIRED TERMINAL BLOCK
- INTERNAL BUBBLE LEVEL
- NETWORKED CONTROLS
- DTL® 20-YEAR PHOTOCELL
- 20kV/10kA SURGE PROTECTION
- DALI DRIVER OPTION
- FIELD-ADJUSTABLE OUTPUT

For more information visit:
www.americanelectriclighting.com/autobahn

American Electric Lighting®

Warranty Five-year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
Visit our website at www.americanelectriclighting.com
Product specifications may change without notice. Please contact your sales representative for the latest product information.

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AcuityBrands.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, May 10, 2021 at 3:23 PM
To: Barbara Sharpe <besharpe14@gmail.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hi Ms. Sharpe,

Thank you for your question. You can submit feedback directly via email to SantaFeLED@dalkiasolutions.com or you can visit our website at SantaFeLED.com and submit feedback through the form, which I believe you've done before. Additionally, if you'd like to speak further or have specific questions, I'd be happy to speak with you over the phone.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, May 10, 2021 at 3:16 PM Barbara Sharpe <besharpe14@gmail.com> wrote:

> Where can we provide additional feedback?
>
> On Mon, May 10, 2021 at 5:15 PM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
>
> > Hello,
> >
> > The Streetlight Demonstration FAQ packet distributed this morning had an error in the Equipment List table on page 10. Please see the corrected version, attached.
> >
> > Respectfully,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > dalkiasolutions.com
> >
> > **Formerly Groom Energy Solutions, LLC**
> > Same people, same services, new name - Dalkia Energy Solutions, LLC
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> > On Mon, May 10, 2021 at 10:17 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
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> > > Cheyenne
> > >
> > > **Cheyenne Ernst**
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--

Barbara Sharpe
817-353-2442

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Diane MacInnes <storyscapes@cybermesa.com> Mon, May 10, 2021 at 3:37 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Cc: Mayor Alan Webber <mayor@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, Carol Romero-Wirth <cromero-wirth@santafenm.gov>, "Signe I. Lindell" <silindell@santafenm.gov>, Roman Tiger Abeyta <rrabeyta@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, JoAnne Vigil Coppler <jvcoppler@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>

Dear Cheyenne,

Thank you for correcting the problem which many had noticed on page 10. I also appreciate the extended deadline, as more time is needed to review details of the lighting design for the sake of safety and livability within Santa Fe. This project deserves such detailed planning.

Sincerely,
Diane

> On May 10, 2021, at 4:14 PM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
>
> <Santa Fe Streetlights Demonstration FAQ.pdf>

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, May 10, 2021 at 3:37 PM
To: Anne Fredericks <anne@annefredericks.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hi Anne,

Thank you for your questions and comments. The Canyon Road residential demonstration site had to be relocated because almost all the infrastructure in that area is owned by PNM. To see an example of "residential" road fixtures, please visit the demonstration site on Governor Miles Road, west of Camino Carlos Rey. The fixtures at Frenchy's Field and Jaguar Drive are examples of "local" road fixtures. The fixtures installed on St. Michaels Road are examples of "major" road fixtures. The solutions for residential roads, local roads, and major roads all look different, so none of the fixture types displayed at Frenchy's, Jaguar Drive, or St. Michaels are being considered for residential areas.

Unfortunately, the scope of this project by the city doesn't involve modifying the existing infrastructure. The city currently has no process for requesting the removal of existing street lights or lowering the arm. As part of the city's initiative to regain control over its street lighting infrastructure, the city is developing a process to address this. This initial phase of converting the existing infrastructure to LED technology is one of many phases to improve Santa Fe's outdoor lighting infrastructure.

Please let me know if you have any other questions!

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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On Mon, May 10, 2021 at 10:33 AM Anne Fredericks <anne@annefredericks.com> wrote:

> Cheyenne
> what happened to the Canyon road/Camino Cabra demonstration light that was in previous e mails from you? It is not on your demonstration list now.
> 3000 kelvins is still far too bright for the Canyon road neighborhood in particular.
> Lights need to be put lower on the poles to stop the glare which will be worse than it is now with this very white light you are recommending.
> We have been asking the city to remove unnecessary lights, to lower lights on the poles so the light does not spread over acres of land
> etc. We have light overkill now, I really do fear you will be making this worse. There is nothing Dark Sky about these light levels in more rural neighborhoods
> like ours
>
> thank you
> Anne
>
> > On May 10, 2021, at 11:17 AM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
> >
> > Good morning,
> >
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, May 10, 2021 at 3:41 PM
To: Barbara Chatterjee <barbaracnm@aol.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hi Barbara,

If more opportunities become available, I will let you know!

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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On Mon, May 10, 2021 at 3:26 PM 'Barbara Chatterjee' via Santa Fe LED - DES <SantaFeLED@dalkiasolutions.com> wrote:

> Thanks you Cheyenne,
>
> This info is most helpful.
>
> One question:. Will more site sessions with experts be scheduled? If so please put me on the list for those announcements.
>
> Best regards
>
> Barbara

On Monday, May 10, 2021, 11:17:22 AM MDT, Cheyenne Ernst <santafeled@dalkiasolutions.com> wrote:

Good morning,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. The latest update is attached, which includes answers to Frequently Asked Question from demonstration experiences and specific information about the luminaires installed.

The demonstration and feedback window has been extended to Monday, May 24. We look forward to continuing to engage with you about this project.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, May 10, 2021 at 5:25 PM
To: Sally Blakemore <artyprojects@cybermesa.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Thank you very much, Sally! I'm so happy to hear you're finding this experience enjoyable - not everyone feels quite the same, which makes me extra appreciative of your kind words. Thank you for supporting this project and being such an invested and engaged citizen for the City of Santa Fe!

If I might answer any questions or provide any information that would be helpful, please let me know!

Thank you again,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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Please update your records with our new email format.

On Mon, May 10, 2021 at 4:40 PM Sally Blakemore <artyprojects@cybermesa.com> wrote:

> Cheyenne, This is extremely good information you have organized here. We have driven around at the different locations to look at the particular lights.
> Thanks so much for making this so visual and so clear for understanding.
>
> Yours in Santa Fe,
> Sally Blakemore
>
> > On May 10, 2021, at 4:14 PM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
> >
> > <Santa Fe Streetlights Demonstration FAQ.pdf>

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Mon, May 10, 2021 at 5:26 PM
To: Tony Bonanno <tbonanno@gmail.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Thank you so much for your feedback, Mr. Bonanno!

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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On Mon, May 10, 2021 at 10:35 AM Tony Bonanno <tbonanno@gmail.com> wrote:

> Thank you Cheyenne for the attached document. I found it useful and informative. I'm hoping Santa Fe adopts lighting with a color temperature of 2700 and 3000 with dimming.
>
> All the best,
>
> Tony Bonanno
>
> Tony Bonanno Photography, LLC
> Santa Fe, New Mexico USA
> Ph +1 505.466.0020 Cell +1 505.577.5500
> http://www.bonannophoto.com
> http://cubafotografo.com
> https://www.camarguehorses.com
> ASMP Professional Member - www.asmp.org

On Mon, May 10, 2021 at 11:17 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Alexandra Mayo-Cullen <amayocullen@gmail.com> Mon, May 10, 2021 at 5:33 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hello Cheyenne,

Thank you for the information. However, the information doesn't appear to be open to feedback but rather an explanation of what you're going to do and why. How is this approach conducive or receptive to feedback?

I visited 3 of the sites: Local Road, Major Road, and Residential Road. I gave my feedback on all three sites. While it may be argued that the lumens meet standards set by NMDOT, the Color can be warmer. It seems you're cherry picking your information. I've heard our City Councils have been in communication with NMDOT and the standards don't match your literature.

As far as Dark Skys are concerned, your demonstrations do not match the criteria set forth by the Dark Sky presenters at the Community Presentation.

I urge to listen and please do not to use anything more than 2700K.

Thank you,

Alexandra

On May 10, 2021, at 4:14 PM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

Hello,

The Streetlight Demonstration FAQ packet distributed this morning had an error in the Equipment List table on page 10. Please see the corrected version, attached.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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On Mon, May 10, 2021 at 10:17 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

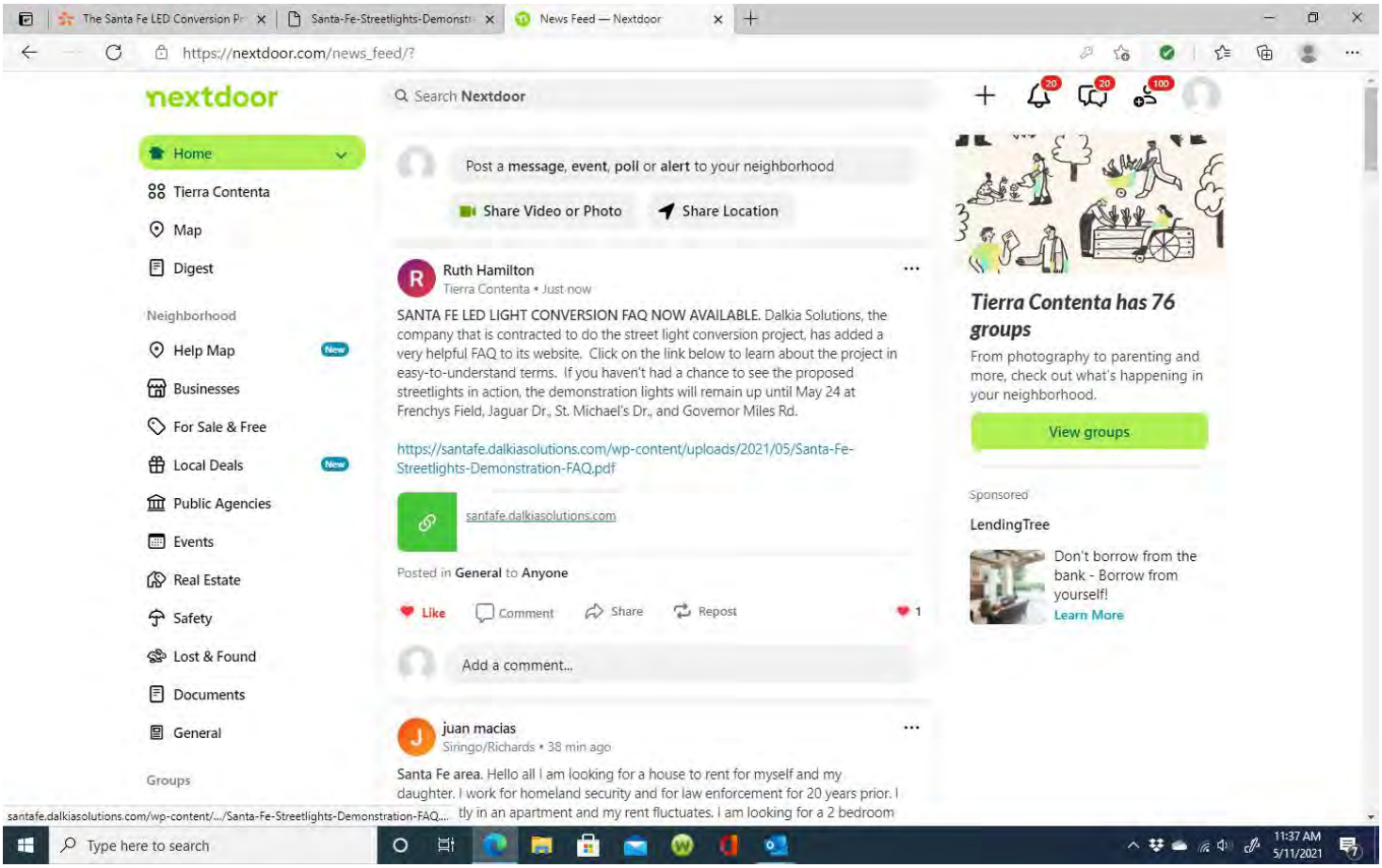
Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

rhamilton505@gmail.com <rhamilton505@gmail.com>
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Tue, May 11, 2021 at 10:38 AM

Hi, Cheyenne,

OK, it's posted for all neighborhoods in Santa Fe. Screen shot below:



From: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Sent: Monday, May 10, 2021 4:15 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Subject: Re: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Hello,

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Cheyenne

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On Mon, May 10, 2021 at 10:17 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

david cartwright <dwc3301@outlook.com> Mon, May 10, 2021 at 2:42 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, "info@sfct.org" <info@sfct.org>

Thank you for sharing the information. I'll say up front, that I am a strong proponent of dark sky limitations to preserve the very environment that is so important to this community and to our animal and natural surroundings. I will tell you that you materials are misleading. Yes, the Dark Sky group will give its certification to 3000 kelvins, but that is hardly the point. It's for 3000 kelvin **OR LESS.** Santa Fe is not LA, Denver, Phoenix or Tucson. We have only 75,000 people and nowhere near the kind of lighting requirements of those huge cities. Why not add Beijing? or Tokyo? It's utterly ridiculous and you should not use such dishonest comparisons. Santa Fe should be in the 2000-2500 range maximum. How about a comparison to Missoula Montana, Pagosa Springs or Durango? that would be more honest and give the public much better perspective. Please consider me an opponent of everything you are doing until there is honesty in the discussion. I'm going to copy the Santa Fe Conservation Trust, as they seem to be the only ones with an honest evaluatio.

From: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Sent: Monday, May 10, 2021 11:17 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Subject: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

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Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Teresa Seamster <ctc.seamster@gmail.com> Mon, May 10, 2021 at 1:23 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hi Cheyenne,
Thank you for the update.

Teresa

On Mon, May 10, 2021 at 11:17 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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>
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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Noah Long <noahlargo@gmail.com> Mon, May 10, 2021 at 12:14 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Thanks for sending this along. My comment relates to the fact that the corner I live on has too many street lights. Within ~100 feet there are 3 lights (one on each side of the corner, and another one house up from the corner). It means my house is lit up like a stadium all night long. I think 2 of them could be removed and the streets would be as much or more lit than most in our neighborhood. Is there any plan to review the placement or number of lights? It would obviously help save energy, money and help darken the skies of our city.
Many Thanks,
Noah

On Mon, May 10, 2021 at 11:17 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - New Demonstration Equipment!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Sat, May 15, 2021 at 10:00 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Bcc: rfinerman@gmail.com, hpantzis@gmail.com, weeja@outlook.com, laneyhennelly@gmail.com, brightlaw@aol.com, dbd@dbdoty.com, judymc@nets.com, mike@krupnickstudio.com, mark@munwood.us, lyle@wilsonyork.net, edwina.lieb@gmail.com, bakera@ohio.edu, ginny@olcott.org, williamandlesliebroughton@gmail.com, jowhaleystudio@gmail.com, Tim@nativeearthlandscaping.com, rosemary2912@comcast.net, Barbara Chatterjee <barbaracnm@aol.com>, vanheckedeb@gmail.com, harpdanis@icloud.com, ac99516@gmail.com, fensartorius@gmail.com, "Jack V. Huberman" <basinview1@gmail.com>, james@mediamonarchy.com, galengisler@mac.com, john@johnmeade.net, xwixom@gmail.com, earthlg@gmail.com, aschottsf@gmail.com, magray612@gmail.com, slpayne31@gmail.com, terrirolland@comcast.net, marcialdew@comcast.net, Albert Shultz <shultzaw@gmail.com>, holly.grimm@gmail.com, pachakaren@gmail.com, Tom & Carlyn Jervis <Jervidae@cybermesa.com>, pelican730f@gmail.com, wbruno@gmail.com, dungar@mac.com, lilabuena@aol.com, stevehecht21@gmail.com, MichaelGold@cybermesa.com, lawnus@peoplepc.com, tlcarrell@shipsofdiscovery.org, Sam Finn <lsfinn@icloud.com>, lsusaneverett@gmail.com, martha.simonsrn@yahoo.com, noahlargo@gmail.com, rnidesign@aol.com, m.dacamara@icloud.com, christopher_quintana@me.com, glens@ufl.edu, phebething@yahoo.com, timothy@praisingearth.org, bakercorey86@gmail.com, beidlemanc@aol.com, bnxgonzalez@yahoo.com, ccbrown29616@gmail.com, Robert Novak <bobnovak74@alumni.nd.edu>, BLHKSH@gmail.com, PS.allemail@yahoo.com, carole.gardner@comcast.net, Michael.E.Jacobs@gmail.com, ewest@cybermesa.com, Terry Smith <terry@munroesmith.com>, David Tiemeyer <dtiemeyer@aol.com>, imbluesage@gmail.com, Brian Hagenbuch <bhagenbuch@mac.com>, 988pjr@gmail.com, jean hinlicky <jean.hinlicky@gmail.com>, vbrooker1@earthlink.net, sterling.grogan@gmail.com, pelican@onepost.net, santanalsalazar@gmail.com, biker999@mac.com, Ollie Eisman <ollie@ollietech.com>, henrywjohnson@comcast.net, shamp7@comcast.net, pjohnston11@comcast.net, danielgibsonNM@gmail.com, wallythered@gmail.com, jblock41@gmail.com, artatac505@gmail.com, dagnythorgilsdottir@gmail.com, rockabillyhill@hotmail.com, birdinglinda@yahoo.com, bspears@spearshorn.com, irissfnm@aol.com, mail@helenkgarber.com, charles louis <cmlouisusa@yahoo.com>, canton@gmail.com, jmnewmex@gmail.com, lemons.allison.k@gmail.com, Barbara Sharpe <Besharpe14@gmail.com>, susancconway@gmail.com, Eric Saltmarsh <ericsaltmarsh@gmail.com>, jfsfoto04@yahoo.com, rowanwolverton@gmail.com, kristinrowley@msn.com, wrichardson@gmail.com, stujaff@gmail.com, bcj_sf_nm@yahoo.com, macbowen@gmail.com, philippe.cohen@stanford.edu, elisenoble@post.harvard.edu, tthferry@yahoo.com, Sally Blakemore <artyprojects@cybermesa.com>, acgieselman@yahoo.com, gabron@aol.com, nhendersonp@gmail.com, bellestarr40@gmail.com, gina.kinstle@gmail.com, kibricat@yahoo.com, dgnoble@nets.com, gordonlyon1@gmail.com, pauketat2@gmail.com, spenser14@gmail.com, fionamgh@hotmail.com, box9832.a@gmail.com, hollya1brady@gmail.com, trongo413@gmail.com, amarek1215@gmail.com, dasenevarez@yahoo.com, jwachter9@gmail.com, rahima236@gmail.com, smccall888@yahoo.com, tas_515@hotmail.com, Tony Bonanno <tbonanno@gmail.com>, nope@nope.com, shrinesite@yahoo.com, hartsilver0337@gmail.com, marini133@gmail.com, gtduncan@gmail.com, earthwalks1@yahoo.com, jwa1856@gmail.com, calisch@gmail.com, 4elaineward@gmail.com, patricia11stn@gmail.com, 2020mhon@gmail.com, boxcar73@msn.com, dan@dtbprojects.com, les77005@comcast.net, dalygub@yahoo.com, jihiro@yahoo.com, cmmalexander@cybermesa.com, Livetoad@gmail.com, bbsfdesign@comcast.net, matrng@hofstra.edu, joviereck@gmail.com, army19ranger82@aol.com, mstrioszla@aol.com, mhfollingstad@gmail.com, forests@ucla.edu, sma50@hotmail.com, why@needthis.com, russellbrott@gmail.com, dwc3301@outlook.com, Judith Gabriele <judegabe@gmail.com>, ellwoodxpat@gmail.com, sam@maxerfilms.com, laurie.meyer1969@gmail.com, stephenwalker14@gmail.com, Samsunshine Levy <netman@thenetcave.com>, jdblagg@cybermesa.com, amayocullen@gmail.com, Erich Mann <erich@marketmentors.com>, lonna.gutierrez@comcast.net, ednord@aol.com, rounds.eric@gmail.com, bakerjim.sw@gmail.com, Jon Tucker <jtucker@tuckerime.com>, Erica Elliott <ericamelliott@gmail.com>, Leslie Drobbin <lesliedrobbin@gmail.com>, "Brown, Arthur" <ab48@evansville.edu>, George Vincent Wright <geobath@gmail.com>, Anne Fredericks <anne@annefredericks.com>, Gwendolyn Lacy <gwen@advocacymatters.net>, Richard Moriarty <muirchearteagh@gmail.com>, Harvey Daniels <hdanielsnm@gmail.com>, Ursula Hofer <ursulahofer4@icloud.com>, Nick Davidson <nickgdavidson@gmail.com>, Devin Kennemore <devin@thegatherer.us>, Pelican Lee <pelicanlee4@gmail.com>, David Brenner <dbrenner22@gmail.com>, Jamie BairM <jamiebair505@icloud.com>, Jim Mafchir <westernedge@cnsp.net>, Tim Johnson <firelock@comcast.net>, Dave Licht <da.licht@gmail.com>, Barbara Higgins <bach01@gmail.com>, Dawn Bunetta <shoofly1010@gmail.com>, Benji Bonnet <benjibonnet16@gmail.com>, Teresa Seamster <ctc.seamster@gmail.com>, Kelley Avery <kelleyaavery@gmail.com>, CindyR <croper56@gmail.com>, Jean Neblett <jeanneblett@gmail.com>, denisedinsf@gmail.com, Ken Hughes <b1family@icloud.com>, saumond5@gmail.com, bettekorber@icloud.com, "TUCKER, MARIA E." <metucker@santafenm.gov>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, ebbaca@gmail.com, Diane MacInnes <storyscapes@cybermesa.com>, Ramsay de Give <rdegive@gmail.com>, robert.a.powers@gmail.com, fmpatorni@earthlink.net, devendra@dncarchitect.com, FBanci@yahoo.com, Diane Paolazzi <dechens108@gmail.com>, Lee Chiacos <leechiacos@gmail.com>, cathryn.delude@gmail.com, Eric Toops <eric@etronix.com>, Alba Blondis <ablondis@gmail.com>, Eric Gent <ericgent33@gmail.com>, Ruth Hamilton <rhamilton505@gmail.com>, Peter Lipscomb <pslipscomb@gmail.com>, hope reed <hopereed33@gmail.com>, Madeleine Carey <madeleine.carey@gmail.com>, Nancy Owen Lewis <lewis@sarsf.org>, David Carr <davidacarraia@gmail.com>, Lucy Gent Foma <lucygent@gmail.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Mayor Alan Webber <mayor@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>, "Signe I. Lindell" <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "MIHELCIC, KRISTINE M." <kmmihelcic@santafenm.gov>, "HERNDON, DAVID A." <daherndon@santafenm.gov>, "SHARPE, ISABELLA L." <ilsharpe@santafenm.gov>, "WEBBER, ALAN M." <amwebber@santafenm.gov>, Jarel LaPan <jlapanhill@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>, donald_auer@hotmail.com, taspland@csd.net, jbau@centurylink.net, petestephenson@yahoo.com, bullhoffy@gmail.com, kozaks2@comcast.net, madelinespryor@gmail.com, alexa.b.bradford@sbcglobal.net, Stephen.Houser@sjc.edu, Jean-Christophe Florenson <jc.florenson@dalkiasolutions.com>, Kevin Kaye <kevin.kaye@dalkiasolutions.com>, Debby Palleschi <debby.palleschi@dalkiasolutions.com>, "bkirby@groomenergy.com" <bob.kirby@dalkiasolutions.com>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>

Hello,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Attached is the third edition of the Project Update Newsletter, with exciting announcements!

1) Two demonstration locations feature new equipment! Details can be found in the newsletter.

2) The Community Guided Lighting Design Working Group is meeting Tuesday, May 18, 5:30 p.m. to 7:00 p.m. via Zoom. We invite you to join and observe. Joining information is in the newsletter.

Demonstrations will be available and feedback will be collected through May 24. We look forward to continuing to engage with you about this project!

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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LED Street Lighting Conversion Newsletter 3.pdf
2770K



Demonstration of new equipment live today!

In **response to feedback**, we are excited to have **new equipment** installed at two of the demonstration sites for you to view! The new lens covers the light source to **reduce glare** and create a more **comfortable nighttime experience.**

1) **Frenchy's Field** - Agua Fria Street and Osage Avenue

   All of these fixtures have been swapped out with lower wattage, lower lumen output fixtures featuring a visual comfort lens. These fixtures would be for possible use on **local roadways,** like Agua Fria and Jaguar Drive.

2) **Governor Miles Road** - immediately west of Camino Carlos Rey

   These are the **same luminaires, with an added lens**. The lens reduces the lumen output of the fixture by about 10%.

Frenchy's Field - specifications of the **NEW** fixtures:

Fixture #	Demonstration area	Fixture location	Part Number	Color Temp (Kelvin)	Lumens	Wattage
1-3	Frenchy's Field & Osage Ave	West of Osage	ATBS P60 MVOLT R2 3K MP VR P7	3000	8,989	92
4-6	Frenchy's Field & Osage Ave	East of Osage	ATBS P60 MVOLT R2 27K MP VR P7	2700	8,648	95

Frenchy's Field - specifications of the **OLD** removed fixtures:

Fixture #	Demonstration area	Fixture location	Part Number	Color Temp (Kelvin)	Lumens	Wattage
1-3	Frenchy's Field & Osage Ave	West of Osage	ATBM P30 MVOLT R2 3K MP P7	3000	14,600	125
4-6	Frenchy's Field & Osage Ave	East of Osage	ATBM P30 MVOLT R2 27K MP P7	2700	14,400	127

Governor Miles - specifications of fixtures with the **new lens**:

Fixture #	Demonstration area	Fixture location	Part Number	Color Temp (Kelvin)	Lumens	Wattage
17-19	Governor Miles Road, west of Camino Carlos Rey	Western most	ATBX P40 MVOLT R2 27K MP **VR** P7	2700	2,799	34
20-22	Governor Miles Road, west of Camino Carlos Rey	Eastern most	ATBX P40 MVOLT R2 3K MP **VR** P7	3000	3,240	30

Governor Miles - specifications of the same fixtures, **without the lens**:

Fixture #	Demonstration area	Fixture location	Part Number	Color Temp (Kelvin)	Lumens	Wattage
17-19	Governor Miles Road, west of Camino Carlos Rey	Western most	ATBX P40 MVOLT R2 27K MP **VR** P7	2700	3,110	34
20-22	Governor Miles Road, west of Camino Carlos Rey	Eastern most	ATBX P40 MVOLT R2 3K MP **VR** P7	3000	3,600	30

The other two demonstration locations are still available for viewing as well.

All four demonstrations will be available and feedback will be collected through **May 24.**

To provide feedback on the demonstrations:

1. **Visit** SantaFeLED.com and utilize the feedback form
2. **Email us** at SantaFeLED@dalkiasolutions.com
3. **Call us** at 505-219-3780

Community Guided Lighting Design Working Group

The Community Guided Lighting Design Working Group will meet on **Tuesday, May 18, from 5:30 p.m. to 7:00 p.m.** The meeting will be hosted via Zoom, and **the public is invited to observe the meeting.**

Please find the zoom information below, and on the project website, SantaFeLED.com:

Join Zoom Meeting: https://santafenm-gov.zoom.us/j/99831313950

Meeting ID: 998 3131 3950

A public entity must reasonably modify its policies, practices, or procedures to avoid discrimination. To request a modification in accordance with the Americans with Disabilities Act, email SantaFeLED@dalkiasolutions.com or call 505-219-3780.

You're receiving this email because you're on the LED Street Lighting Conversion contact list. If you wish to be removed, please email SantaFeLED@dalkiasolutions.com.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - New Demonstration Equipment!

jean hinlicky <jean.hinlicky@gmail.com> Sat, May 15, 2021 at 10:27 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Thanks for doing these new fixtures and demonstration. I was one of the people who complained about the glare, and am so pleased to know you listened to us.

We are out of town and will not be able to view the demonstrations during the available time period. Otherwise I would love to give feedback. this time I will gladly defer to others.

Thank you for yuor work. Jean Hinlicky

On Sat, May 15, 2021 at 1:00 PM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

> Hello,
>
> Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Attached is the third edition of the Project Update Newsletter, with exciting announcements!
>
> 1) Two demonstration locations feature new equipment! Details can be found in the newsletter.
>
> 2) The Community Guided Lighting Design Working Group is meeting Tuesday, May 18, 5:30 p.m. to 7:00 p.m. via Zoom. We invite you to join and observe. Joining information is in the newsletter.
>
> Demonstrations will be available and feedback will be collected through May 24. We look forward to continuing to engage with you about this project!
>
> Respectfully,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> **dalkiasolutions.com**
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
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JAH

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - New Demonstration Equipment!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Sun, May 16, 2021 at 8:29 AM
To: David B Doty <dbd@dbdoty.com>

Hi David,

I will remove you from the email list. Sorry for any inconvenience caused by these emails.

Enjoy your Sunday!

Thank you,

Cheyenne

On Sat, May 15, 2021 at 10:33 AM David B Doty <dbd@dbdoty.com> wrote:

> How do I unsubscribe from this list?
>
> —DBD
>
> > On May 15, 2021, at 11:00 AM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
> >
> > Hello,
> >
> > Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Attached is the third edition of the Project Update Newsletter, with exciting announcements!
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> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > dalkiasolutions.com
> >
> > **Formerly Groom Energy Solutions, LLC**
> > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > *Please update your records with our new email format.*
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Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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Please update your records with our new email format.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - New Demonstration Equipment!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Thu, May 20, 2021 at 8:40 AM
To: "D. Saumon" <saumond5@gmail.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Hi Mr. Saumon,

Thank you, I appreciate your apology. No offense was ever taken - it's such an easy mistake to make and not the first time!

Here is the link to the meeting video on the City's YouTube Channel: https://www.youtube.com/watch?v=8v2NLcbzBNY

Please let me know if I can provide anything else.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

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Please update your records with our new email format.

On Wed, May 19, 2021 at 6:54 AM D. Saumon <saumond5@gmail.com> wrote:
> Dear Ms. Ernst,
>
> First, I want to apologize for mistakenly thinking you were "Mr." Ernst. I hope you were not offended.
>
> I was let into the meeting at 6PM, after waiting 30 minutes and just when I was about to give up. I saw that the meeting was being recorded, so I hope it will be posted on the project web site so I can catch up with what I missed.
>
> Best regards,
>
> Didier Saumon
>
> On Tue, May 18, 2021 at 8:47 PM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
> > Good evening Mr. Saumon,
> >
> > I'm so sorry about this! I was not looking at my email at the time of the meeting because I was giving introductions. You were admitted to the meeting right? We weren't aware of the technical difficulty until about 15 minutes into the meeting, and as soon as we became aware, all those in the waiting room were admitted for the duration of the meeting.
> >
> > Thank you for your patience and understanding as we navigate these softwares!
> >
> > Respectfully,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > dalkiasolutions.com
> >
> > **Formerly Groom Energy Solutions, LLC**
> > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > *Please update your records with our new email format.*
> >
> > On Tue, May 18, 2021 at 4:45 PM D. Saumon <saumond5@gmail.com> wrote:
> > > Dear Mr. Ernst,
> > >
> > > It is 14 minutes past the start of the Community Guided Lighting Design Working Group meeting and I'm still waiting to be admitted into the zoom call. Could you please let me in or let me know if there's a delay?
> > >
> > > Best regards,
> > >
> > > Didier Saumon
> > >
> > > On Sat, May 15, 2021 at 11:00 AM Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
> > > > Hello,
> > > >
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> > > > Demonstrations will be available and feedback will be collected through May 24. We look forward to continuing to engage with you about this project!
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> > > > Respectfully,
> > > >
> > > > Cheyenne
> > > >
> > > > **Cheyenne Ernst**

Project Expeditor

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - New Demonstration Equipment!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Thu, May 20, 2021 at 9:29 AM
To: Janet Marshall <jmnewmex@gmail.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Good morning Janet,

Thank you for your question. LED roadway lighting technology below 2700K is still in a development phase in the LED market, and Dalkia has not been able to identify fixtures below 2700K that meet the energy savings requirements for the project or have the reliability and depreciation guarantees associated with long-term infrastructure. We're very excited about the 2700K solution options that meet/exceed all project criteria, and that PNM has been able to push their boundaries to accommodate 2700K as well. Because PNM owns just under half the street lights in Santa Fe, for uniformity throughout the city, we're working hand-in-hand with each other. A solution incorporating 2700K would put Santa Fe on the cutting edge of cities in the United States converting to LED technology and allow for Santa Fe to reduce the energy consumption of the street lighting infrastructure by over 50% and reduce fugitive light, which is very exciting for the city's sustainability and carbon neutrality goals!

The Working Group meeting was recorded and the video is available on the City's YouTube: https://www.youtube.com/watch?v=8v2NLcbzBNY

Please let me know if I can be of further assistance.

Thank you,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Tue, May 18, 2021 at 3:16 PM Janet Marshall <jmnewmex@gmail.com> wrote:

Hi Cheyenne

Do you happen to know if the city will be testing anything lower than 2700 kelvins? And if not, why not? Will this meeting be recorded and available for viewing at a later date?

Thanks

Janet

On May 15, 2021, at 11:00 AM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - New Demonstration Equipment!

Albert Shultz <shultzaw@gmail.com> Tue, May 18, 2021 at 7:58 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Yes, I got in. Right after emailing you both, the video linked up. It seemed from the discussion that multiple people came in at once. This was about 25 minutes into the meeting. Thank you both for following up.

Albert

On May 18, 2021, at 8:47 PM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

Good evening Mr. Shultz,

I'm so sorry about this! I was not looking at my email at the time of the meeting because I was giving introductions. You were admitted to the meeting right? We weren't aware of the technical difficulty until about 15 minutes into the meeting, and as soon as we became aware, all those in the waiting room were admitted for the duration of the meeting.

Thank you for your patience and understanding as we navigate these softwares!

Respectfully,

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Cheyenne Ernst
Project Expeditor

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Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Tue, May 18, 2021 at 4:54 PM Albert Shultz <shultzaw@gmail.com> wrote:
Cheyenne: some of us are waiting to join the meeting (presumably in progress) but are not being let in.

On May 15, 2021, at 11:00 AM, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:

Hello,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Attached is the third edition of the Project Update Newsletter, with exciting announcements!

1) Two demonstration locations feature new equipment! Details can be found in the newsletter.

2) The Community Guided Lighting Design Working Group is meeting Tuesday, May 18, 5:30 p.m. to 7:00 p.m. via Zoom. We invite you to join and observe. Joining information is in the newsletter.

Demonstrations will be available and feedback will be collected through May 24. We look forward to continuing to engage with you about this project!

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - New Demonstration Equipment!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Tue, May 18, 2021 at 7:44 PM
To: Barbara Chatterjee <barbaracnm@aol.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Good evening Ms. Chatterjee,

I'm so sorry about this! I was not looking at my email at the time of the meeting because I was giving introductions. You were admitted to the meeting right? We weren't aware of the technical difficulty until about 15 minutes into the meeting, and as soon as we became aware, all those in the waiting room were admitted for the duration of the meeting.

Thank you for your patience and understanding as we navigate these technologies!

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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On Tue, May 18, 2021 at 4:41 PM 'Barbara Chatterjee' via Santa Fe LED - DES <SantaFeLED@dalkiasolutions.com> wrote:

> Hello Cheyenne,
>
> Is the ZOOM meeting on? I logged in but have not been pulled into the meeting as of yet.
>
> Thank you

On Saturday, May 15, 2021, 11:00:58 AM MDT, Cheyenne Ernst <santafeled@dalkiasolutions.com> wrote:

Hello,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Attached is the third edition of the Project Update Newsletter, with exciting announcements!

1) Two demonstration locations feature new equipment! Details can be found in the newsletter.

2) The Community Guided Lighting Design Working Group is meeting Tuesday, May 18, 5:30 p.m. to 7:00 p.m. via Zoom. We invite you to join and observe. Joining information is in the newsletter.

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Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - New Demonstration Equipment!

Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> Tue, May 18, 2021 at 7:44 PM
To: Galen Gisler <galengisler@mac.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Good evening Dr. Gisler,

I'm so sorry about this! I was not looking at my email at the time of the meeting because I was giving introductions. You were admitted to the meeting right? We weren't aware of the technical difficulty until about 15 minutes into the meeting, and as soon as we became aware, all those in the waiting room were admitted for the duration of the meeting.

Thank you for your patience and understanding as we navigate these technologies!

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

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On Tue, May 18, 2021 at 4:35 PM 'Galen Gisler' via Santa Fe LED - DES <SantaFeLED@dalkiasolutions.com> wrote:
> Is this Zoom meeting happening? I've been waiting to be admitted since before 5:30.
>
> Galen Gisler, PhD
> galengisler@mac.com
> (+1) 505 920 2722
>
> > On 15.May 2021, at 11:00, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com> wrote:
> >
> > Hello,
> >
> > Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. Attached is the third edition of the Project Update Newsletter, with exciting announcements!
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> > 1) Two demonstration locations feature new equipment! Details can be found in the newsletter.
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> > 2) The Community Guided Lighting Design Working Group is meeting Tuesday, May 18, 5:30 p.m. to 7:00 p.m. via Zoom. We invite you to join and observe. Joining information is in the newsletter.
> >
> > Demonstrations will be available and feedback will be collected through May 24. We look forward to continuing to engage with you about this project!
> >
> > Respectfully,
> >
> > Cheyenne
> >
> > **Cheyenne Ernst**
> > Project Expeditor
> >
> > dalkiasolutions.com
> >
> > **Formerly Groom Energy Solutions, LLC**
> > Same people, same services, new name - Dalkia Energy Solutions, LLC
> > *Please update your records with our new email format.*
> >
> > *This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.*<LED Street Lighting Conversion Newsletter 3.pdf>

INTERNATIONAL DARK SKY ASSOCIATION PROJECT-RELATED EMAILS

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

City of Santa Fe IDA Community Eligibility

John Barentine <john@darksky.org> Mon, Mar 29, 2021 at 9:14 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Hello Cheyenne,

Thanks for getting in touch with me. We're in the middle of a transition brought about by a staffer who left IDA on short notice, and I have had to pick up responsibility for his program in the last few days. It's been a bit of a scramble, so please pardon the delay in responding to your phone message and mail.

I would be glad to set up a day and time to talk. Here's what I currently have open for the rest of the week. I'm not sure where in the country you're located, so all times below are in EDT. My usual work hours are 11am-8pm EDT M-F, with some flexibility outside that.

Tues. 3/30: 12pm-4pm; 2pm-8pm
Weds. 3/31: 11am-1pm; 3:30pm-8pm
Thurs. 4/1: 12pm-5:30pm; 6pm-8pm
Fri. 4/2: 11am-8pm

Feel free to suggest a preferred day and time and I'll send you a calendar invite with optional Zoom connection info; alternately, if you prefer phone, my direct office number is below in my signature.

Best regards,

John

John C. Barentine, Ph.D., F.R.A.S. | International Dark Sky Places Program Manager (Acting)
International Dark-Sky Association

5049 E Broadway Blvd, Suite 105
Tucson, AZ 85711-3646 USA
+ 1 (520) 347 6363
john@darksky.org



Photo: The Milky Way above Black Canyon of the Gunnison National Park, Colorado, U.S. Image by Bettymaya Foott

> On Mar 25, 2021, at 12:54 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Hi John,
>
> I left you a message about an hour ago and wanted to follow up with an email.
>
> The City of Santa Fe, New Mexico, has partnered with Dalkia Energy Solutions to upgrade the high pressure sodium street lights in the city to light emitting diode technology.
>
> I received your information from Diane MacInnes, who said she spoke with you at length and that you give presentations and guidance to cities who prioritize achieving darker skies in conjunction with sustainability and safety.
>
> The energy savings from this project will go a long way toward the city's sustainability goals, but a high priority for the City of Santa Fe and the State of New Mexico is preservation of the night sky. I've looked through the IDA Community Guidelines and I'd love to engage with you to learn more as we move through our lighting design process. It would be a great step forward for the City to become an IDA Community in conjunction with this lighting conversion project.
>
> Please let me know if you would have some time to talk tomorrow or next week. I look forward to hearing from you.
>
> Thank you,
>
> Cheyenne

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

City of Santa Fe IDA Community Eligibility

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Wed, Mar 31, 2021 at 6:32 PM
To: John Barentine <john@darksky.org>

Hi John,

Thank you for your time today. I really enjoyed our conversation and appreciate all the information and guidance you provided. I'm going to share everything we discussed with the City and we'll come prepared to speak to current policy and policy-change plans to continue to push this effort forward.

I'm very excited about the potential of Santa Fe to be an International Dark Sky Designated Community and I'm looking forward to working with you more.

As we discussed, it would be incredibly beneficial for our efforts if you could provide a quote from yourself, or a statement from the IDA, that 3000K color temperature is no longer viewed as the be-all and end-all for outdoor lighting. It's truly an intersection of myriad factors, tied closely with community orientation, that drive best practices.

Thank you again! I'll follow up with you on progress soon. I appreciate your offer to answer questions I may have in the meantime - I will reach out if any questions arise!

Have a nice evening, John.

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

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Please update your records with our new email format.

[Quoted text hidden]

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

City of Santa Fe IDA Community Eligibility

John Barentine <john@darksky.org> Sat, Apr 3, 2021 at 11:12 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

> On Mar 31, 2021, at 6:32 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> As we discussed, it would be incredibly beneficial for our efforts if you could provide a quote from yourself, or a statement from the IDA, that 3000K color temperature is no longer viewed as the be-all and end-all for outdoor lighting. It's truly an intersection of myriad factors, tied closely with community orientation, that drive best practices.

Hi Cheyenne,

Thanks again for meeting with me last week. I've drafted the text below, which has been vetted and approved by our leadership. It's kind of long, but it could be edited down without losing clarity or meaning. Feel free to adapt it as you see fit.

Regards,

John

In December 2014, the International Dark-Sky Association (IDA) Technical Committee established a threshold value of 3000K for the correlated color temperature (CCT) of lighting products suitable for listing in our Fixture Seal of Approval (FSA) program. This was the result of a lengthy process beginning in 2010 when IDA published a white paper entitled "Visibility, Environmental, and Astronomical Issues Associated with Blue-Rich White Outdoor Lighting", among the first such communications sounding the alarm about the known and suspected environmental hazards associated with emitting significant amounts of short-wavelength light at night into outdoor spaces.

Previously, the FSA limit was 4000K. The Technical Committee decided to lower it in 2014 on the basis of both the weight of available scientific evidence for the harm caused by blue light as well as the rapidly increasing availability of 3000K white LED lighting products then on the global commercial market.

In the years that followed, IDA adhered very strictly to this number as an upper design limit, while simultaneously calling on lighting designers and end users to use the lowest practical CCT available that was considered fit for purpose. But this adherence was confusing to the public, and many interpreted IDA's guidance as calling for 3000K as a design target rather than a limit. Over time, it became clear to us that the result was undermining our messaging around blue light, particularly given that we recommended no particular limits on the brightness of 3000K sources.

IDA came to an agreement with the Illuminating Engineering Society in 2020 on a set of Five Principles for Responsible Outdoor Lighting. The Five Principles agreement codified much of what IDA had advanced as its guidance for years: lighting should have a clear and useful purpose, and it should be appropriately limited to the times, places and amounts required to serve that purpose. It also addressed the spectrum of that light, without calling out the 3000K threshold: "*Limit the amount of shorter wavelength (blue-violet) light to the least amount needed*."

Earlier this year, the IDA Board of Directors approved a resolution articulating a philosophy it calls Values-Centered Outdoor Lighting. The resolution represents IDA's interpretation of the Five Principles for Responsible Outdoor Lighting. It firmly ties together the Five Principles: "*Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent*." It also calls on lighting designers and end users to demonstrate how new installations of outdoor lighting "*will reduce light pollution, or at a minimum not increase it*."

The policy statement that insists on consideration of all Five Principles creates an obvious problem for the existing IDA position that 3000K represented a non-negotiable upper limit for the CCT of outdoor lighting products to be considered "dark-sky friendly" according to our FSA criteria. While by 2014 we understood that the other characteristics of lighting at and below 3000K, such as luminous efficacy and color rendering ability, had essentially achieved parity with the same characteristics of lighting at and above 4000K, we did not yet fully appreciate the need to properly connect CCT with aspects of lighting design in a way that ensured light pollution would not increase as the result of the installation of new outdoor lighting.

What this means is that insisting on hard 'red lines' involving CCT is no longer considered by IDA to be an effective means of reducing the impact of outdoor artificial light at night. Instead, realizing the interconnectedness of the Five Principles, we hold that CCT (or any equivalent spectral metric) is merely one axis of a problem with multiple dimensions, and that as design elements move along that axis the other elements can adjust in particular ways that allow for control of total light emissions during lighting design, installation and operation.

As in 2014, we have assessed the availability of suitable products on the lighting market, and in consideration of the latest science implicating blue light in a host of environmental concerns, determined that white, 2200K light is suitable for most general outdoor lighting applications. Values-Centered Outdoor Lighting therefore recommends that "*most lighting installations use lamps rated at 2200K CCT, Phosphor-Converted Amber LED, or some filtered LEDs, based on evidence that these colors have less impact on the environment*." We find this is a workable solution that properly takes into account expected product field lifetimes, efficacies, color rendering properties, and other lighting characteristics in most situations.

However, for the first time, IDA also recognizes that good outcomes are obtainable by using white light at higher CCT, if and only if other lighting characteristics are correctly chosen during the design process. This leads to two corollary statements to the above. First, "*where higher than 2200K CCT is selected, the total emission of blue light into the environment should be kept to as low as reasonably possible through low intensities, careful targeting, and reduced operating times*." In other words, if designers and end users want more blue light in their lighting applications, they must offset the blue light emission by lowering total emissions through better targeting, reduced intensity or shorter operating times.

This stance is responsive to emerging evidence that some amount of blue light may have a beneficial effect to traffic safety in certain circumstances, especially in circumstances with high traffic volume that bring motorists into potential conflict with bicyclists, pedestrians and other users of roadways and adjacent spaces. Given the shifting spectral sensitivity of the eye as it transitions from photopic (bright light) to scotopic (dim light) conditions, designs must necessarily account for this by lowering illuminance values appropriately.

Simple, one-for-one lumen replacements in transitioning from legacy technologies like high-pressure sodium vapor to white LED do **not** achieve this goal. However, careful attention to all Five Lighting Principles can mitigate bad outcomes and result in both the reduction of light pollution and broad public acceptance of the new lighting. (For such an example, see this case study about the LED street lighting transition in Tucson, Arizona, U.S.)

When faced with choices between lowering light pollution and preserving public safety, IDA will always take the side of safety. But we believe that the narrative that sets up dark skies and public safety as somehow in tension or mutually exclusive presents a false dichotomy. The Tucson example demonstrates, with evidence, that lowering lumens during LED transitions decreases light pollution without any measurable detrimental impact to public safety.

Lastly, the second corollary to the Values-Centered Outdoor Lighting statement on spectrum and CCT is that naturally dark areas should be maintained in that condition, and sites near these environmentally sensitive places should make use of lighting installations that have "*0% blue light and a narrower spectrum of emission*."

We believe that this new approach to CCT serves the interests of the greatest number of stakeholders; supplies lighting designers with the flexibility in the use of lighting characteristics they have long sought; and provides the public with a better understanding of IDA's position on the issue of the spectrum of outdoor lighting. We further hope that all parties involved in making decisions about outdoor lighting — public and private alike — will find the Values-Centered Outdoor Lighting provisions clear, fair, and effective in serving their stated purposes.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

City of Santa Fe IDA Community Eligibility

John Barentine <john@darksky.org> Tue, Apr 6, 2021 at 4:18 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

> On Apr 5, 2021, at 8:37 PM, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> wrote:
>
> Would you have availability next Tuesday, April 13, to present about the Values-Centered Outdoor Lighting approach and Santa Fe's potential to work toward IDA Designated Community Designation to our lighting project Steering Committee?

Hi Cheyenne,

Under ordinary circumstances I would have said yes, but I'm swamped by a sudden change of role within my organization and having to take over a program suddenly. I'll keep an existing commitment to the city government with a call tomorrow morning, but then I'm going to have to substantially step back from the Santa Fe situation. The offer is much appreciated, though.

Regards,

John

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Fwd: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

WEBBER, ALAN M. <amwebber@santafenm.gov> Mon, May 10, 2021 at 1:46 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

See below from Hartley.

He very firmly puts Mr. Baker's email to rest.
Alan

Alan Webber
amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."
A. Lincoln

Begin forwarded message:

From: Ruskin Hartley <ruskin@darksky.org>
Subject: Re: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!
Date: May 10, 2021 at 2:23:52 PM MDT
To: "WEBBER, ALAN M." <amwebber@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Alan,

As we discussed, our values-centered approach recommends 2200K and goes on to note that if you chose to install light sources with higher blue content (i.e. higher CCT) you take additional steps, through the application of the other principles, to minimize light pollution.

As such, Mr. Baker is not accurately representing the IDA principles or value-based approach. The focus on the spectral content of the light source goes against our recommendations to consider all factors.

Hope this helps.

--Ruskin

On Mon, May 10, 2021 at 1:08 PM WEBBER, ALAN M. <amwebber@santafenm.gov> wrote:

Dear Hartley,

Please see the email below from Mr. Mark Baker of SoftLights.

As we continue to take in recommendations and suggestions from all parts of the community, there remains a great deal of discussion and often disagreement about what the recommendations of the International Dark Sky Association really are and how cities, such as Santa Fe, should interpret those recommendations.

For example, just read the first paragraph of Mr. Baker's email: According to Mr. Baker, any kelvin rating higher than 2200k is unacceptable to the IDA.

I need to ask: Is this factually accurate? It certainly doesn't match the conversation that you and I had last week on the phone, but if it is correct, I need to know, sooner rather than later.

For better or worse, your organization is being asked to serve as the arbiter of technological acceptability as we try to replace our old, outmoded, environmentally insensitive lights with a new LED solution that is a dramatic improvement in virtually every category of performance.

Anything you can do to clarify some of these assertions would be very helpful.

Many thanks, hope we can speak again soon,
Alan

Alan Webber
amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."
A. Lincoln

Begin forwarded message:

From: Mark Baker <mbaker@softlights.org>
Subject: Fwd: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!
Date: May 10, 2021 at 12:06:21 PM MDT
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Cc: stbedesantafe@gmail.com, David Carr <davidacarraia@gmail.com>, info@railyardsantafe.com, "Lucy G. Foma" <lfoma@santafecountynm.gov>, Madeleine Carey <mcarey@wildearthguardians.org>, scholar@sarsf.org, sfemg1@gmail.com, "WEBBER, ALAN M." <amwebber@santafenm.gov>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Renee Villarreal <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Cheyenne Ernst, Dalkia Solutions,

The International Dark Sky Association has set 2200 Kelvin as the maximum recommended color temperature, and the United Nations has proposed this maximum as well. Dalkia's attempt to install 2700K is already unacceptable.

You mentioned IES RP-8-18 multiple times. I again remind you that IES RP-8-18 is for uniform luminance lighting only. There are no current IES standards that have been designed for non-uniform luminance lighting such as LEDs. We know this because there are no maximums for peak luminance in IES RP-8-18.

Soft Lights has been attempting for months to alert Dalkia and the City of Santa Fe to the Americans with Disabilities federal law that prohibits discrimination against people with light sensitivity disabilities. This includes people with epilepsy, autism, PTSD, and migraine sufferers. Despite our extraordinary efforts and requests for Dalkia to include discussions about how non-uniform luminance LED lights affect people with light sensitivity disabilities, and despite our requests to have these issues addressed, Dalkia continues to ignore their responsibility to the disability community. There was no discussion about light sensitive persons in your latest document.

In earlier years, Soft Lights focused on the issue of color temperature. As we have learned more, we have come to understand that the non-uniform luminance with excessively high peak luminance from the center of the LED chip is an even bigger problem. Recently, Soft Lights has been receiving personal stories from people with epilepsy and those who suffer from migraines and we have been given information that leads us to believe that LED flicker is a major issue for light sensitive persons.

As an advocate for the light sensitive community, Soft Lights demands that Dalkia place significant resources into determining the physical and psychological effects of LED lights on those who are light sensitive. We are demanding that Dalkia document the Spectral Power Distribution, the Peak Luminance, and the amount of Flicker from these LED lights and proof that people with epilepsy, autism, PTSD and migraine sufferers will not be discriminated against.

Sincerely,

Mark Baker, B.S.E.E.
Soft Lights
www.softlights.org

---------- Forwarded message ---------
From: **Cheyenne Ernst** <SantaFeLED@dalkiasolutions.com>
Date: Mon, May 10, 2021 at 10:17 AM
Subject: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Good morning,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. The latest update is attached, which includes answers to Frequently Asked Question from demonstration experiences and specific information about the luminaires installed.

The demonstration and feedback window has been extended to Monday, May 24. We look forward to continuing to engage with you about this project.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkia EDF GROUP

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

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--
--
Ruskin Hartley | Executive Director
International Dark-Sky Association
(c) +1 415-238-1325
(o) +1 520-347-6361
ruskin@darksky.org

"Only in the darkness can you see the stars." Martin Luther King, Jr.

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Fwd: IDA approved 4000K? Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Mon, May 10, 2021 at 2:49 PM
To: Ruskin Hartley <ruskin@darksky.org>
Cc: Pete Strasser <pete@darksky.org>

Hi Ruskin,

My sincerest apologies - those two line items being marked "yes" was a complete keystroke error. I'm well aware of the requirement for fixtures to be 3000K or lower to qualify for the dark-sky friendly program. I have updated the table and will redistribute the packet with a correction notice right away. Thank you for passing along the note and I'm very grateful for your patience with us throughout this process.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Mon, May 10, 2021 at 2:42 PM Ruskin Hartley <ruskin@darksky.org> wrote:

> Dear Cheyenne -
>
> A local advocate passed the Streetlight Demonstration FAQ document onto me.
>
> Please note there is an error on the Table on Page 10. Only streetlights with a CCT of 3000K or less are certified under our Fixture Seal of Approval program. I have attached the specification sheets for the inaccurately listed products. You will see that not all variants are FSA-approved. I have copied our technical director, Pete Strasser, should you have any questions. He runs the FSA program.
>
> Please issue an updated document, with an explanatory note, at your earliest convenience.
>
> With warm regards,
>
> --Ruskin
>
> Begin forwarded message:
>
> **From:** Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
> **Subject:** **Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!**
> **Date:** May 10, 2021 at 11:17:07 AM MDT
> **To:** Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
>
> Good morning,
>
> Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. The latest update is attached, which includes answers to Frequently Asked Question from demonstration experiences and specific information about the luminaires installed.
>
> The demonstration and feedback window has been extended to Monday, May 24. We look forward to continuing to engage with you about this project.
>
> Respectfully,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
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>
> --
> --
> **Ruskin Hartley** | Executive Director
> International Dark-Sky Association
> (c) +1 415-238-1325
> (o) +1 520-347-6361
> ruskin@darksky.org
>
> *"Only in the darkness can you see the stars."* *Martin Luther King, Jr.*

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: clarification from IDA on values- person to present to City of Santa Fe

WHEELER, REGINA A. <rawheeler@santafenm.gov> Wed, Apr 28, 2021 at 7:34 AM
To: "WEBBER, ALAN M." <amwebber@santafenm.gov>
Cc: "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Just forwarded email that Ruskin sent with clarification of IDA recommendations and his contact number. His email also contains some key dark sky cities and the color temperature they use.

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: WEBBER, ALAN M. <amwebber@santafenm.gov>
Sent: Wednesday, April 28, 2021 8:00:04 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: LAPAN HILL, JAREL <jlapanhill@santafenm.gov>; Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Subject: Re: clarification from IDA on values- person to present to City of Santa Fe

Do you have a phone number for him?
Thanks,
Alan

Alan Webber
amwebber@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."
A. Lincoln

> On Apr 27, 2021, at 9:46 PM, WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:
>
> Hello Mayor, yes, in the email below Mr. Ruskin indicates IDA availability to make a presentation to governing body on May 24 and possibly May 12.
>
> ---
>
> **From:** Ruskin Hartley <ruskin@darksky.org>
> **Sent:** Thursday, April 22, 2021 5:03 PM
> **To:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Cc:** cheyenne.ernst@dalkiasolutions.com; ROSADO, JAVIER H. <jhrosado@santafenm.gov>; John Barentine <john@darksky.org>
> **Subject:** Re: clarification from IDA on values- person to present to City of Santa Fe
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear Regina -
>
> We could make the later two dates work, preferably May 24.
>
> --Ruskin
>
> On Thu, Apr 22, 2021 at 2:46 PM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:
>
> > Hello Ruskin,
> >
> > Thank you for supporting the City of Santa Fe. Tentative dates for presentation to our Governing Body include May 5, May 12 and May 24 Mountain Time. Meetings start at 4pm and we would likely be early on the agenda. I hope to confirm the date by next Monday. Does that work?
> >
> > Thank you!
> > Regina
> >
> > Regina Wheeler
> > City of Santa Fe
> > Public Works Director
> > 505-955-6622 (o)
> > 505-690-4197 (m)
> > rawheeler@santafenm.gov
> >
> > ---
> >
> > **From:** Ruskin Hartley <ruskin@darksky.org>
> > **Sent:** Monday, April 19, 2021 6:43 PM
> > **To:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> > **Cc:** cheyenne.ernst@dalkiasolutions.com; ROSADO, JAVIER H. <jhrosado@santafenm.gov>; John Barentine <john@darksky.org>
> > **Subject:** Re: clarification from IDA on values- person to present to City of Santa Fe
> >
> > CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
> >
> > Dear Regina,
> >
> > Thank you for the update and your commitment to become a dark sky community. When you have a firm date (or a handful of tentative dates) please let me know. We would be happy to provide an overview of becoming a dark sky community to the governing body.
> >
> > With warm regards,
> >
> > --Ruskin

On Mon, Apr 19, 2021 at 8:44 AM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

Hello Mr. Hartley,

Thank you for reaching out to the City of Santa Fe with clarification of IDA's position.

We are committed to becoming a Dark Sky Community and we need your help in our community guided lighting design LED retrofit that is happening now. We want to be sure to meet spirit and letter of the guidelines. Dark Sky advocates are demanding an IDA presentation to our Governing Body. I think it would be ideal to have and IDA representative when we bring the community guided design to Governing Body around May 24.

We really appreciate yours and Dr. Barntine's communication with us so far and very much look forward to meeting the person that will present to our Governing Body and guide us to become a Dark Sky Community.

Regina

Regina Wheeler
City of Santa Fe
Public Works Director
505-955-6622 (o)
505-690-4197 (m)
rawheeler@santafenm.gov

From: Ruskin Hartley <ruskin@darksky.org>
Sent: Monday, April 12, 2021 1:09 PM
To: WEBBER, ALAN M. <amwebber@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: clarification from IDA on values-centered lighting policy

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor Weber and members of the City Council,

It has come to our attention that there is confusion regarding IDAs position with respect to the color temperature of outdoor lights and in particular street lights. I am happy to clarify this and refer you to our recently adopted position on values-centered outdoor lighting.

First, we recognize that communities are best positioned to make decisions on lighting that works for them. We applaud the City of Santa Fe for pausing to engage in a community dialogue.

IDA's role is to offer guidance on how decisions impact light pollution and recommend steps that can be taken to reduce light pollution if that is of value to the community. IDA's overarching goal is that where existing fixtures are replaced, the project should demonstrate how it will reduce light pollution.

Second, we recommend that most light installations use lamps rated at 2200K CCT or lower, PC-Amber, or filtered LEDs. This includes road and area lighting. There is overwhelming evidence that these colors have less impact on the environment. Fixtures are now available with good all-around performance that meet this recommendation.

Third, in addition to shielding, so no light is emitted above the horizon, we recommend municipalities light to the levels recommended by the relevant professional body, and no higher. In the case of the USA, IES is the ANSI body that established standards for roadways in RP-8-18.

RP-8 specifically addresses the spectral content of light in section 10.3.4 (Spectral Considerations). I have included the relevant extract below:

> *As anticipated in RP-8-14, the U.S. Federal Highway Administration (FHWA) sponsored research by the Virginia Tech Transportation Institute to evaluate the effects of changing spectral content in overhead street and highway luminaires on driver performance. The Roadway Lighting Committee, after reviewing this research, concluded that varying spectral content of overhead luminaires **does not** affect driver performance as represented by detection of potential hazards.*
>
> *...calculations for street and highway luminance and illuminance are to remain based on the photopic luminous efficiency function **without** adjustment for spectral content.*
>
> *(my emphasis).*

In other words, current guidance from IES, the relevant ANSI body for roadway lighting, **does not recommend any particular spectrum**. The city can therefore choose a light source with a spectral content that minimizes light pollution and meets community aesthetic needs without compromising the consensus-based design standards of RP-8.

I understand some of the confusion lies in the following statement in the IDA policy:

> *Where higher than 2200K CCT is selected, the total emission of short wavelength emissions should be minimized through low intensity, careful targeting, and reduced operating time.*

In other words, if a city selects a source with higher blue content (i.e. higher CCT), it should first be clear on why it is doing that. Then it should demonstrate how it is using the other factors to reduce light pollution. This should not be interpreted as support for higher CCT. It is recognition that a source with a little more blue content (i.e. CCT > 2200K), that is operated at a lower level for less time, may emit less overall blue content than a 2200K fixture that is operated at a higher level for more time.

We have also included a shortlist of cities that have deployed warmer temperature lights in the past few years. Please note this is not intended to be exhaustive.

- Southern
- Company, which owns Florida Power and Light and Georgia Power and Light, selected 3000L for the 1 million streetlights they operate. Previously they had installed some 4000K fixtures but were getting too many phone calls from irate homeowners due to glare
- concerns.
- Tucson,
- Arizona selected 3000K for skyglow mitigation - at the time lower CCT rated fixtures were not available at a reasonable price point.
- Phoenix,
- Arizona selected 2700K for glare moderation for the community.
- Washington
- DC is selecting 2700K and 3000K for glare moderation and to mitigate skyglow.
- The City
- of Los Angeles, California has changed its specification from 5000K/4000K to 3000K/2700K for the purpose of community aesthetics.
- Davis and
- dozens of other smaller cities in California have selected 2700K and 3000K for community aesthetics.

In closing, I will end with where the resolution starts. *Responsible outdoor lighting must consider all five principles in its design and installation and only through attention to all five principles will light pollution be minimized to its practical extent.*

Thank you for considering this clarification. We hope it is helpful as the City engages the local community in a decision that will shape the environment of Santa Fe for years to come.

With warm regards,

--Ruskin

--
--
Ruskin Hartley | Executive Director
International Dark-Sky Association
(c) +1 415-238-1325
(o) +1 520-347-6361
ruskin@darksky.org

"Only in the darkness can you see the stars." *Martin Luther King, Jr.*

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(c) +1 415-238-1325
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--
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(c) +1 415-238-1325
(o) +1 520-347-6361
ruskin@darksky.org

"Only in the darkness can you see the stars." *Martin Luther King, Jr.*

SOFTLIGHTS

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

Mark Baker <mbaker@softlights.org> Fri, May 14, 2021 at 9:00 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, juliagoldberg@sfreporter.com
Cc: stbedesantafe@gmail.com, David Carr <davidacarraia@gmail.com>, info@railyardsantafe.com, "Lucy G. Foma" <lfoma@santafecountynm.gov>, Madeleine Carey <mcarey@wildearthguardians.org>, scholar@sarsf.org, sfemg1@gmail.com, "WEBBER, ALAN M." <amwebber@santafenm.gov>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Renee Villarreal <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>

Dear Cheyenne Ernst, Dalkia Solutions,

In the report you sent on May 10, you stated:

The three color temperatures displayed during the demonstrations are 2700, 3000, and 4000 kelvin. These were selected because they have been analyzed to meet energy savings required by the project, PNM's approved replacement equipment performance specifications issued by the Public Regulation Commission (PRC Rate 20), road lighting standards (IES RP-8-18 and NMDOT), reliability and warranty requirements, and dark sky guidelines. The 4000k is above dark sky guidelines but is specified by NMDOT regulations and by best practices for safety on larger streets and therefore should be evaluated.

There are numerous unsubstantiated claims in this paragraph. We would like to address these claims in detail.

Here is a link to the NMDOT Design Manual: https://dot.state.nm.us/content/dam/nmdot/Infrastructure/DesignManual/NMDOT_Design_Manual.pdf I did a search for "color temperature", "Kelvin", "4000" and other keywords and I found no mention of the 4000K that your statement refers to. We request the page number and section number where the NMDOT regulations specify 4000K for "best practices for safety". We doubt that this statement is true because 4000K LED streetlights increase glare, reduce vision, increases eye fatigue and reduces safety.

IES RP-8-18 is for uniform luminance lights only. Your reference to IES RP-8-18 for non-uniform luminance LED streetlights is invalid. There are no known guidelines, regulations or standards that have been written for non-uniform luminance streetlighting devices.

As written, your comment that 2700K was evaluated to meet energy savings requirements does not say that 2200K was ever evaluated for energy savings requirements. This does not mean that 2200K does not meet the requirements, it just means that nobody took the time to do the evaluation. Please provide the document, page, number and section from the PRC Rate 20 that shows that only 2700K and above meet performance standards for energy efficiency.

And again, nothing so far about this selection process has included anything about protecting the safety of light sensitive persons.

Sincerely,

Mark Baker, B.S.E.E.
Soft Lights
www.softlights.org

On Mon, May 10, 2021 at 11:06 AM Mark Baker <mbaker@softlights.org> wrote:

> Dear Cheyenne Ernst, Dalkia Solutions,
>
> The International Dark Sky Association has set 2200 Kelvin as the maximum recommended color temperature, and the United Nations has proposed this maximum as well. Dalkia's attempt to install 2700K is already unacceptable.
>
> You mentioned IES RP-8-18 multiple times. I again remind you that IES RP-8-18 is for uniform luminance lighting only. There are no current IES standards that have been designed for non-uniform luminance lighting such as LEDs. We know this because there are no maximums for peak luminance in IES RP-8-18.
>
> Soft Lights has been attempting for months to alert Dalkia and the City of Santa Fe to the Americans with Disabilities federal law that prohibits discrimination against people with light sensitivity disabilities. This includes people with epilepsy, autism, PTSD, and migraine sufferers. Despite our extraordinary efforts and requests for Dalkia to include discussions about how non-uniform luminance LED lights affect people with light sensitivity disabilities, and despite our requests to have these issues addressed, Dalkia continues to ignore their responsibility to the disability community. There was no discussion about light sensitive persons in your latest document.
>
> In earlier years, Soft Lights focused on the issue of color temperature. As we have learned more, we have come to understand that the non-uniform luminance with excessively high peak luminance from the center of the LED chip is an even bigger problem. Recently, Soft Lights has been receiving personal stories from people with epilepsy and those who suffer from migraines and we have been given information that leads us to believe that LED flicker is a major issue for light sensitive persons.
>
> As an advocate for the light sensitive community, Soft Lights demands that Dalkia place significant resources into determining the physical and psychological effects of LED lights on those who are light sensitive. We are demanding that Dalkia document the Spectral Power Distribution, the Peak Luminance, and the amount of Flicker from these LED lights and proof that people with epilepsy, autism, PTSD and migraine sufferers will not be discriminated against.
>
> Sincerely,
>
> Mark Baker, B.S.E.E.
> Soft Lights
> www.softlights.org
>
> ---------- Forwarded message ---------
> From: **Cheyenne Ernst** <SantaFeLED@dalkiasolutions.com>
> Date: Mon, May 10, 2021 at 10:17 AM
> Subject: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!
> To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
>
> Good morning,
>
> Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. The latest update is attached, which includes answers to Frequently Asked Question from demonstration experiences and specific information about the luminaires installed.
>
> The demonstration and feedback window has been extended to Monday, May 24. We look forward to continuing to engage with you about this project.
>
> Respectfully,
>
> Cheyenne
>
> **Cheyenne Ernst**
> Project Expeditor
>
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**

Same people, same services, new name - Dalkia Energy Solutions, LLC

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dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Fw: ADA TA - Independent Lighting Analysis Required

GRAHAM, THOMAS M. <tmgraham@santafenm.gov> Fri, Apr 2, 2021 at 2:32 PM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>
Cc: "MCSHERRY, ERIN K." <ekmcsherry@santafenm.gov>, "PRINZ, MICHAEL N." <mnprinz@santafenm.gov>

Regina & Cheyenne,

Because it has been brought to the attention of the City that this lighting project will possibly create barriers for some people with disabilities.

The City should consider enacting a process that shows how, in the end, the City has complied with the ADA concerning the lighting project.

I believe that Cheyenne's efforts are key to carrying out a **good faith effort**, to create program access. This means that when the program is viewed in its entirety, the program must be accessible to and usable by people with disabilities unless it would cause an undue financial and administration burden or fundamental alteration, and if this is the case, the City will do what they can up to the point of undue burden/alteration.

1. **How the City's ADA Evaluation and Planning comes into play.**

It is possible that this street lighting matter is of real concern for some people with specific disabilities which may affect them if they want to be out on the streets when the streetlights are on. Therefore, how this project is done should be addressed in the project's ADA Evaluation**.**

The Mayor's Committee on Disability will be presented the project to determine the need for further research, which shows a good faith effort in moving towards accessibility in all that the City does. And hopefully we can also have at least one member represent the disabled community of Santa Fe on the Steering Committee. If the City finds credible information/evidence that the proposed lighting plan can have detrimental effects on people with disabilities, resulting in the disability related barrier of keeping them from the opportunity to be out on the streets at night, then the City should seriously consider how they can provide program access as they implement this lighting project.

Part of the research-evaluation/planning should involve input from people with disabilities that would be affected by this project. As you know, Public entities are **required** to provide an opportunity for **interested individuals** to participate in the self-evaluation and planning processes by submitting comments.

1. **Included in the ADA methodology is the consideration of undue financial and administration burden or fundamental alteration.**

A Public entity is not required to provide program access if it would result in a **fundamental alteration** in the nature of the program **or undue** financial and administrative burden. Also, the City does not have to provide program access that would result in violating legitimate safety rules/conditions. See the undue burden ADA analysis and required actions below.

Title II State and Local Government - Fundamental Alteration and Undue Financial and Administrative Burden

Note: this applies to all services, activities, programs, and projects.

A Public entity does not have to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving the actions that would result in such alteration or burdens.

The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be **accompanied by a written statement** of the reasons for reaching that conclusion.

If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

Thank you,

Tom Graham, AIA, ADAC, CASp, NCARB

ADA Coordinator

Public Works Department - Engineering Division

500 Market Street, Suite 200

Santa Fe, New Mexico 87504-0909

Office: (505) 955-6654

Cell: (505) 629-7264

tmgraham@santafenm.gov

WE ARE

#AllTogetherSantaFe

http://www.alltogethersantafe.org

#TodosJuntosSantaFe

http://www.todosjuntossantafe.org

CITY OF Santa Fe

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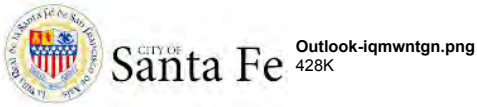
42 attachments



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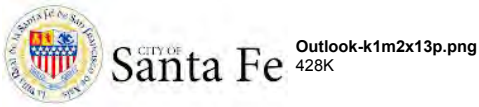

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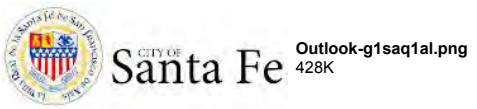

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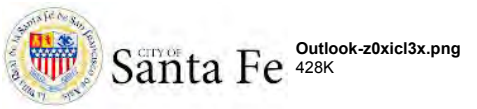

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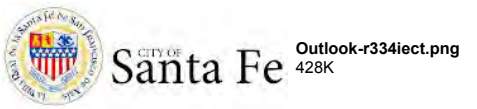

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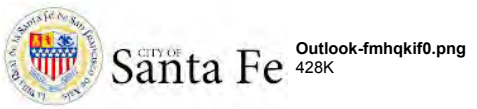

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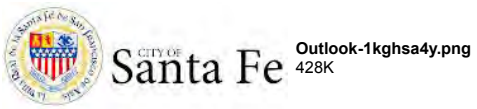

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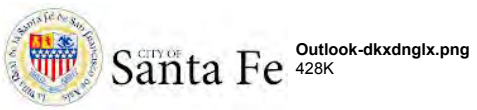

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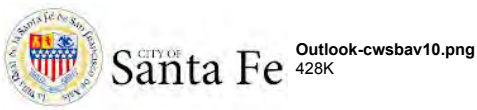

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: Independent Lighting Analysis Required- another person says he knows IDA requirements

WHEELER, REGINA A. <rawheeler@santafenm.gov> Fri, Apr 2, 2021 at 10:10 AM
To: "john@darksky.org" <john@darksky.org>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

The sender of the email below is emailing Councilors and Mayor long accusatory emails daily, telling them what the IDA recommends.

I don't know if you might want to reach out to him?

Also wonder if we should draft an email from IDA to Councilors. They have been troopers with the onslaught of messages resulting from Audubon and Santa Fe Conservation Trust calls to action.

Thank you for your thoughts.

Regina

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: Mark Baker <mbaker@softlights.org>
Sent: Friday, March 26, 2021 2:33 AM
To: VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; WEBBER, ALAN M. <amwebber@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>; GRAHAM, THOMAS M. <tmgraham@santafenm.gov>
Cc: Scott Wyland <swyland@sfnewmexican.com>
Subject: Re: Independent Lighting Analysis Required

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Santa Fe Mayor and City Council,

The national Sierra Club just released their revised Light Pollution Policy document on March 24, 2021 (attached). The last time the Sierra Club revised their policy was in 1971. The process of creating this policy took over two years and involved review of hundreds of resources and input from hundreds of volunteers.

This policy does not specify specific values such as 2200 Kelvin, but identifies that artificial light pollution is toxic to human health and that blue wavelength light is even more toxic and causes even more sky glow than redder wavelengths.

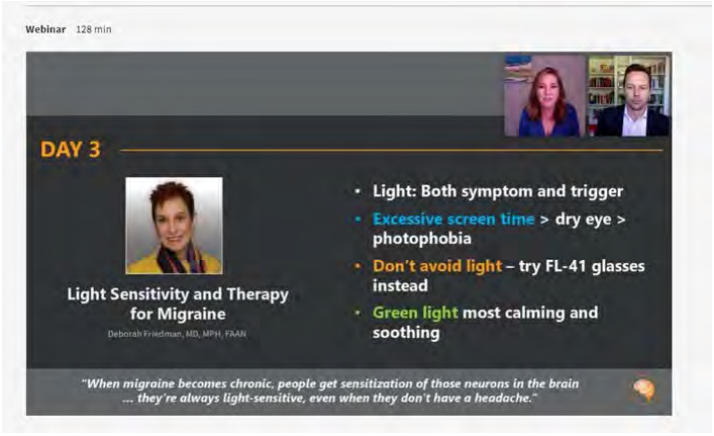
The International Dark Sky Association's release of their new 2200K maximum color temperature policy and now the Sierra Club's new guidelines are major milestones in the protection of the natural night resource. Santa Fe is perfectly poised to integrate these new policies into their decision making regarding light pollution and decision to switch to LED lights. Reduce the total lumen output in the city, reduce the color temperature to 2200K or less, reduce the time of use, dim the lights, develop stringent lighting codes, ensure that those with disabilities are protected and set Santa Fe on track to protect the health and safety of all residents and visitors of Santa Fe.

Mark Baker

Soft Lights

On Thu, Mar 25, 2021 at 11:57 PM Mark Baker <mbaker@softlights.org> wrote:

> Dear Santa Fe Mayor and Council,
>
> The World Migraine Summit is just now concluding. As you can see, there was discussion of how light triggers migraines.



What steps is the council taking to ensure that the selected streetlights will not harm those who suffer from migraines? If the council simply lets the public choose their favorite light, this may be brighter or bluer than a person with light sensitivity can tolerate. Excessively high luminous flux or high energy wavelength will trigger a migraine headache which may disable a person for days or even weeks. How will the council ensure that the selected street lights meet all medical safety requirements for sensitive receptors?

Sincerely,

Mark Baker

Soft Lights

On Thu, Mar 25, 2021 at 12:44 PM Mark Baker <mbaker@softlights.org> wrote:

> Dear Santa Fe Mayor and Council,
>
> One of our clients lives in Davis, California. As you probably know, the city of Davis initially installed 4000K LED streetlights several years ago, but then was forced to spend hundreds of thousands of dollars replacing them because of citizen complaints. The city replaced some of the lights with 2700K and received less complaints. However, the streetlights were unshielded and undiffused, and are intolerable for migraine sufferers. Soft Lights was asked to intervene and we are now working with Davis to install 2200K lamps along one street in Davis, and then we hope to roll out 2200K for the entire city.
>
> I am attaching our initial letter to the City of Davis for your review.
>
> What we are attempting to convey to you is that a migraine sufferer cannot tolerate high intensity light. Neither can a person with autism. Neither can many other people with light sensitivity disabilities. Santa Fe's policy decision to switch to LED lighting technology MUST consider the impacts of how these lights affect those with disabilities and these impacts MUST be documented before any public trials are conducted.
>
> Sincerely,
>
> Mark Baker
>
> Soft Lights
>
> On Thu, Mar 25, 2021 at 11:03 AM Mark Baker <mbaker@softlights.org> wrote:
>
> > Dear Santa Fe Mayor and Council,
> >
> > Today, Soft Lights was informed that the city lighting project has been pre-decided and that the public input is coming after-the-fact and will not impact the project, unless the council steps in and votes to stop the installation of toxic 3000K and 4000K LED street lights.
> >
> > As per her email to Soft Lights, Ms. Wheeler has made her determination that 70% of the street lights will be 3000K and the remainder will be 4000K. However, we were informed that the 3000K lights will most likely be at 2000 lumens and the 4000K streetlights will be approximately 20,000 lumens.
> >
> > This means that the lights with the largest amount of high energy blue wavelength light will also be the lights causing the most light pollution and harm to public health. Unless the city calculates total lumen output, it appears likely that this project will lead to an increase in overall light pollution, cancer risk, psychological disorders and premature births in Santa Fe for the next 20 years.
> >
> > We also understand that the third party company, Dalkia, is not independent. Dalkia has selected, without public input, 3000K and 4000K lights and will be making their profits based on these selections. This is an unacceptable way for a city to do business, especially for a decision that will affect the health of every single resident and guest of Santa Fe.
> >
> > We understand that the council is anxious to get started on this project and to show the residents of Santa Fe that they are concerned about the environment. But it makes no sense to borrow millions of dollars in a rush to install these toxic lights without an independent analysis.

Our stance is that the council must vote to hire a truly independent organization that has extensive experience with high quality lighting projects; an organization that completely understands how biological systems are affected by artificial light, and that has no financial interest in the project. This organization must be health-centric, not engineering-centric, in order to ensure that humans and all other biological organisms are prioritized for this project. While we understand that this would delay the start of the project beyond May, 2021, we contend that the hiring of such an independent firm is non-negotiable.

Sincerely,

Mark Baker, B.S.E.E.

Soft Lights

mbaker@softlights.org

www.softlights.org

Facebook: www.facebook.com/groups/softlights.org

Twitter: @softlights_org

2 attachments

Resources-References-LightPollutionPolicy_20210307.pdf
292K

LP-PolicyUpdate_Final_2021-03-24.pdf
144K

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

FW: Santa Fe Streetlight Process

GRAHAM, THOMAS M. <tmgraham@santafenm.gov> Wed, Apr 21, 2021 at 7:38 AM
To: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>

Thank you Cheyenne for responding to his claims. Your response is good to have in our files as backup.

Tom Graham, AIA, ADAC, CASp, NCARB

ADA Coordinator

Public Works Department - Engineering Division

500 Market Street, Suite 200

Santa Fe, New Mexico 87504-0909

Office: (505) 955-6654

Cell: (505) 629-7264

tmgraham@santafenm.gov

WE ARE

#AllTogetherSantaFe

http://www.alltogethersantafe.org

#TodosJuntosSantaFe

http://www.todosjuntossantafe.org

CITY OF Santa Fe

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From: Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>
Sent: Wednesday, April 21, 2021 8:23 AM
To: GRAHAM, THOMAS M. <tmgraham@santafenm.gov>
Cc: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Re: FW: Santa Fe Streetlight Process

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Good morning Tom,

Thank you for forwarding this. Unfortunately, but unsurprisingly, Mr. Baker again takes egregious liberties in summarizing the "results" of a publication and in asserting his knowledge of standard practice.

This specific paper is about how Dr. Khan worked with analytic formulas and experiments to develop a novel formula which "will allow one to design an LED with a particular luminance profile without exercising a laborious brute force technique." This is a highly technical paper where the authors have derived a formula for surface intensity distribution of LEDs and lasers - it has nothing to do with roadway lighting policies.

Mr. Baker is also asserting falsehoods with regard to the ANSI IES RP-8-18. The latest version of this standard was released in 2018, and LEDs have been widely used since 2013, which should alone provide an indication that Mr. Baker is incorrectly understanding the bounds of the standard. For further support, I've attached the "Recommended Practice" page from IES RP-8-18, which summarizes how the standard should be used and has no alignment with Mr. Baker's message. Also attached is a screenshot from the Table of Contents from Chapter 6, System Components. IES RP-8-18 lists and defines LEDs as a light source option for roadway lighting, once again demonstrating that Mr. Baker is making erroneous claims.

Please let me know if there are any further questions regarding this matter or any other emails coming from Mr. Baker.

Thanks,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

Please update your records with our new email format.

On Wed, Apr 21, 2021 at 7:35 AM GRAHAM, THOMAS M. <tmgraham@santafenm.gov> wrote:

> Here's the latest from our friend Mr. Baker.
>
> **Tom Graham, AIA, ADAC, CASp, NCARB**
> **ADA Coordinator**
> Public Works Department - Engineering Division
> 500 Market Street, Suite 200
> Santa Fe, New Mexico 87504-0909
> Office: (505) 955-6654
> Cell: (505) 629-7264
> tmgraham@santafenm.gov
>
> **WE ARE**
> **#AllTogetherSantaFe**
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>
> CITY OF Santa Fe
>
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>
> **From:** Mark Baker <mbaker@softlights.org>
> **Sent:** Tuesday, April 20, 2021 10:37 PM
> **To:** GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; GRAHAM, THOMAS M. <tmgraham@santafenm.gov>; Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
> **Cc:** Diane MacInnes <storyscapes@cybermesa.com>; Debbie Moran <debbiemoran@earthlink.net>
> **Subject:** Re: Santa Fe Streetlight Process
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Dear City of Santa Fe, New Mexico,

I have been collaborating with Dr. M. Nisa Khan, Ph.D. on the issues of LED lighting. This is a link to one of her papers. https://ieeexplore.ieee.org/document/8879542 Here is a quote from the Abstract: *"We demonstrate, as expected, that the peak intensity increases with the size of the LED source as well as the brightness of each radiative electron-hole pair, which is a function of the drive current and quantum efficiency of the LED."*

The result of this paper is this: Regulations and policies for lighting in the USA are based on emitters that produce *uniform luminance*. LEDs, on the other hand, produce *non-uniform luminance*. Gas-discharge and incandescent lights produce light of uniform luminance, while LEDs produce light with a peak luminance in the middle of each diode.

It is not possible to claim that the 3000K or 4000K LED street lights comply with federal or IES standards since those standards were written for uniform luminance light sources only.

I realize that this is an earth-shattering revelation and changes everything related to LED lights. **LED lights do not comply with standards that were only designed for uniform luminance light sources**.

Sincerely,

Mark Baker, B.S.E.E.

Soft Lights

On Fri, Apr 16, 2021 at 6:40 PM Mark Baker <mbaker@softlights.org> wrote:

> Dear Thomas Graham, ADA Coordinator of Santa Fe, New Mexico, Mayor and City Council,
>
> We wish to thank reporter Sean Thomas for his article about the city's decision to switch to LED street lights. https://www.santafenewmexican.com/news/local_news/santa-fe-city-council-oks-plan-to-convert-pnm-streetlights-to-leds/article_bbaf04ec-9d37-11eb-9b2a-770324ee70a0.html
>
> We welcome this opportunity to offer our comments, especially on behalf of the disability community and those who are protected by the federal Americans with Disabilities Act.
>
> 1) The article mentioned higher color temperature lights at gas stations. Below is a photo of what happens when gas stations add bright white lights. The blue wavelength light agitates and energizes people and then they make poor decisions. We see this in the news almost daily now. To protect resident safety, soften the lighting by reducing color temperature, luminance and luminous flux.
>
> 
>
>
> 2) The article did not mention those who are most affected by LED lights such as those who suffer from migraines, have autism, photosensitive epilepsy, and others with whose light sensitivities are better than the general population.
>
> Having a simple demonstration project for the general public to vote on will not be sufficient for protecting those with light sensitivity disabilities. Mr. Thomas Graham is the city's ADA Coordinator and this project should funnel through his office so that he can ensure that the selected street lights will not harm sensitive receptors. Running this project through the ADA Coordinator will reduce the chances of expensive ADA lawsuits in the future.
>
> 3) Having a secret committee to choose the lights is already a step in the wrong direction. If a lawsuit is filed, the first item of business will be to discover why the committee work was made in secret. Is the council selecting lights that are safe for the public and do not cause cancer, or is the council selecting lights based on parts lists from Dalkia and PNM?
>
> 4) I am attaching a letter that Soft Lights just received from a person with photosensitive epilepsy. LED lights have severely damaged her life. On her behalf, Soft Lights hereby submits this as a document along with a public request to ensure that, if LED lights are used, they are very, very low color temperature, very, very low luminous flux, and very, very low luminance and have no flicker. In addition, on behalf of persons who suffer from migraines, we request that the lights be well-diffused and well shielded. In many cases, the light sensitive persons will be safer with no LED artificial light at all.
>
> I am also attaching two letters from Soft Lights to help guide the council with their decision making and, if followed, will reduce the chance of ADA lawsuits or lawsuits from those who develop cancer under artificial light.
>
> Sincerely,
>
> Mark Baker
>
> Soft Lights

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dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Public Request to Remove Dalkia As Arbiter of Information

Mark Baker <mbaker@softlights.org> Sun, May 16, 2021 at 9:21 AM
To: stbedesantafe@gmail.com, David Carr <davidacarraia@gmail.com>, info@railyardsantafe.com, "Lucy G. Foma" <lfoma@santafecountynm.gov>, Madeleine Carey <mcarey@wildearthguardians.org>, scholar@sarsf.org, sfemg1@gmail.com, "WEBBER, ALAN M." <amwebber@santafenm.gov>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Renee Villarreal <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, Scott Wyland <swyland@sfnewmexican.com>, Julie Ann Grimm <editor@sfreporter.com>

Dear City of Santa Fe Council and Streetlight Steering Committee,

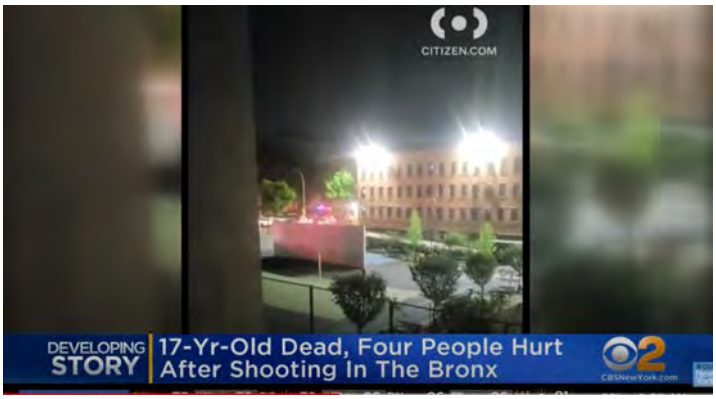
This short news video perfectly demonstrates the catastrophe of artificial lighting. https://youtu.be/Vo2Z27OLraU

Non-uniform luminance LED lighting has provided none of the promised benefits. As you can see in the first piece of the video, artificial light sources are everywhere, but their thoughtless application creates an atmosphere of agitation. The idea that certain members of the Santa Fe council and staff would want to replicate this situation by inserting this type of lighting into Santa Fe is mind boggling.

In the second part of the video, you can see the massive LED floodlights overseeing the scene of the murder. Artificial non-uniform luminance LED lights DO NOT reduce crime or improve public safety. Soft Lights has accumulated dozens of similar news stories that demonstrate that these lights appear to be increasing the number of violent crimes.

Soft Lights continues to request and demand that the city of Santa Fe develop a comprehensive plan to protect the natural night resource which will eliminate these unnatural non-uniform luminance light sources, increase public safety, improve public health, and protect light sensitive persons from discrimination.





Sincerely,

Mark Baker, B.S.E.E.
Soft Lights
www.softlights.org

On Tue, May 11, 2021 at 10:56 AM Mark Baker <mbaker@softlights.org> wrote:
> Dear Mayor Webber and City Council, Santa Fe, New Mexico,
>
> Soft Lights has submitted numerous public comments regarding the proposed LED street lighting project and we are aware of others who have submitted public comments as well. The city has chosen to funnel these public comments through the for-profit, private company Dalkia Solutions. Dalkia has a vested interest in ensuring that this project meets their profit criteria. Dalkia is clearly filtering and modifying the public comments to bias the outcome and the public is not being given the opportunity to know the full story.

Our assertion is easily proved by the absence of anything related to the protection of those with light sensitivity disabilities and anything related to non-uniform luminance in Dalkia's reports. Dalkia also failed to acknowledge the International Dark Sky Association's recommendation of 2200K or less. (https://www.darksky.org/our-work/lighting/values-centered-outdoor-lighting/) We know that these comments have been provided by Soft Lights and others, and yet Dalkia has filtered out these issues to remove them from discussion.

Soft Lights requests that Dalkia be removed as the arbiter of truth for this project and that the City of Santa Fe use a commission focused on public health to collect and disseminate information to the public.

Sincerely,

Mark Baker, B.S.E.E.
Soft Lights
www.softlights.org

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: International Dark Sky Association New Recommendations

WHEELER, REGINA A. <rawheeler@santafenm.gov> Tue, Mar 23, 2021 at 11:14 AM
To: Mark Baker <mbaker@softlights.org>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>, Mayors Office <mayor@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "GARCIA, MICHAEL J." <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>
Cc: Scott Wyland <swyland@sfnewmexican.com>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, "ROSADO, JAVIER H." <jhrosado@santafenm.gov>

Thank you Mark for sharing this information with us. We will definitely incorporate this information into our community driven and regulatory compliant lighting design for the City of Santa Fe.

Regina Wheeler

City of Santa Fe

Public Works Director

505-955-6622 (o)

505-690-4197 (m)

rawheeler@santafenm.gov

From: Mark Baker <mbaker@softlights.org>
Sent: Tuesday, March 23, 2021 11:20 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; GRAHAM, THOMAS M. <tmgraham@santafenm.gov>; Mayors Office <mayor@santafenm.gov>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>
Cc: Scott Wyland <swyland@sfnewmexican.com>
Subject: International Dark Sky Association New Recommendations

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Dear Mayor Webber and Council Members of Santa Fe, New Mexico,

For the first time, a major group, the IDA, has approved a policy of 2200 Kelvin as the MAXIMUM correlated color temperature for most outdoor lighting applications. This policy change also matches the proposed United Nations standard.

https://www.darksky.org/values-centered-lighting-resolution/

This policy change was just posted on their website today, March 23, 2021.

Any policy decisions by the Santa Fe council to switch to LED lighting would need to justify installing or approving any outdoor lighting source exceeding 2200K. Certainly, 3000K and 4000K street lighting would be unacceptable due to the damage they cause to the natural night resource and harm they cause to those with light sensitivity disabilities.

With this new recommendation, and with the requirements to protect those with disabilities covered by the ADA, and with all the research showing the harm from high color temperature LED lighting, the council can now confidently set 2200K as the maximum color temperature for the city knowing that 2200K has become a mainstream standard.

Sincerely,

Mark Baker, B.S.E.E.

Soft Lights

mbaker@softlights.org

www.softlights.org

Facebook: www.facebook.com/groups/softlights.org

Twitter: @softlights_org

dalkia EDF GROUP

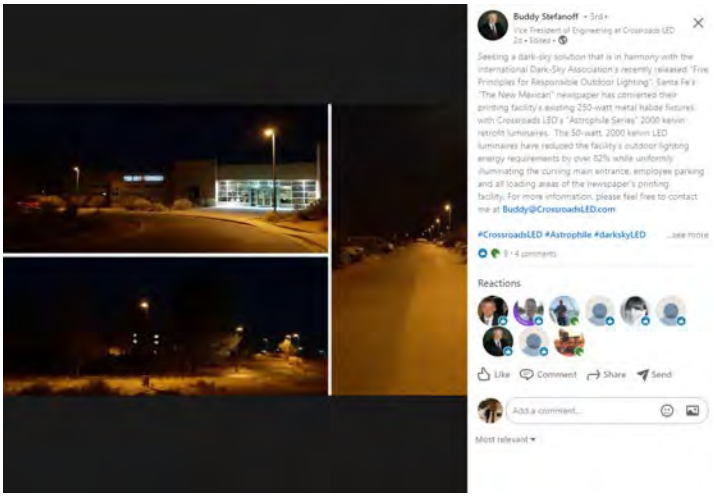
Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Red/Amber Streetlights

Mark Baker <mbaker@softlights.org> Thu, May 6, 2021 at 11:52 AM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Cc: stbedesantafe@gmail.com, David Carr <davidacarraia@gmail.com>, info@railyardsantafe.com, "Lucy G. Foma" <lfoma@santafecountynm.gov>, Madeleine Carey <mcarey@wildearthguardians.org>, scholar@sarsf.org, sfemg1@gmail.com, "WEBBER, ALAN M." <amwebber@santafenm.gov>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Renee Villarreal <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>, Scott Wyland <swyland@sfnewmexican.com>, Sean Thomas <sthomas@sfnewmexican.com>

Dear Cheyenne Ernst, Dalkia Solutions,

Soft Lights was sent this post showing a new installation of 2000K LED street lights at the Santa Fe New Mexican. These lights are produced by Crossroads LED. While I have not viewed these lights in person, these lights appear to be much less dangerous and less likely to be discriminatory than the 2700K, 3000K and 4000K LEDs proposed by Dalkia. Why are the members of the Streetlighting Committee and residents of Santa Fe not being allowed to have these street lights, as well as the Treasure Island turtle safe lights, on the list of choices?



Sincerely,

Mark Baker, B.S.E.E.
Soft Lights
www.softlights.org

On Fri, Apr 30, 2021 at 12:44 PM Mark Baker <mbaker@softlights.org> wrote:

> Dear Santa Fe Streetlighting Committee, Santa Fe City Council and Dalkia Solutions,
>
> Today, Soft Lights received a letter from a person with epilepsy whose life has been devastated by LED lights. The letter is tragic and powerful. I am attaching the letter in this email.
>
> The Streetlight Committee has the opportunity to do what the Council and Dalkia have so far refused to do: acknowledge the harms caused by non-uniform luminance LED lights, especially to those who have such excellent senses that they can detect these exceedingly high peak luminances. It's possible that LED lights, because of their non-natural characteristics, are simply not viable for outdoor lighting. It's also possible that with a low enough peak luminance and low enough 450nm blue wavelength light, they could be safe.
>
> Whatever the case, please remember that there are thousands or millions of people just like the person in the letter, as well as creatures such as birds, frogs and bees, whose lives will never be the same if the wrong lights are chosen.
>
> Sincerely,
>
> Mark Baker, B.S.E.E.
> Soft Lights
> www.softlights.org
>
> On Fri, Apr 30, 2021 at 10:44 AM <rdellenberg@gmail.com> wrote:
>
> > Cheyenne: Treasure island is different from Santa Fe, but I think you miss the point which is what very low K looks like, and are a bit defensive.
> >
> > Richard D. Ellenberg
> > rdellenberg@gmail.com
> > 505 699 9158
> > 1714 Canyon Road
> > Santa Fe, NM 87501-6140
> >
> > **From:** Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
> > **Sent:** Thursday, April 29, 2021 5:55 PM
> > **To:** Mark Baker <mbaker@softlights.org>
> > **Cc:** Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>; stbedesantafe@gmail.com; David Carr <davidacarraia@gmail.com>; info@railyardsantafe.com; Lucy G. Foma <lfoma@santafecountynm.gov>; Madeleine Carey <mcarey@wildearthguardians.org>; peter.lipscomb@state.nm.us; scholar@sarsf.org; sfemg1@gmail.com; WEBBER, ALAN M. <amwebber@santafenm.gov>; Renee Villarreal <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; Michael Garcia <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; Chris Rivera <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>; GRAHAM, THOMAS M.

<tmgraham@santafenm.gov>; Scott Wyland <swyland@sfnewmexican.com>; Sean Thomas <sthomas@sfnewmexican.com>; Richard D. Ellenberg <rdellenberg@gmail.com>
Subject: Re: Red/Amber Streetlights

Hello Mr. Baker,

Thank you for sending along this information. Treasure Island, Florida, installed the eight pictured lights exclusively to accommodate its sea turtle population, so unfortunately this isn't necessarily a congruent example for the City of Santa Fe, New Mexico.

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This Florida shoreline community has different ecological concerns than Santa Fe, and also has different social, cultural, and economic demands. Treasure Island, FL, has a population of about 7,000 people, and a land area of 1.6 square miles, directly adjacent to the Gulf of Mexico coast. Comparatively, Santa Fe is home to over 80,000 people, and has a land area of 52 square miles in the heart of northern New Mexico; the differences don't stop there.

If anyone has any questions about this information or the project in general, please reach out to me.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

Please update your records with our new email format.

On Thu, Apr 29, 2021 at 10:24 AM <rdellenberg@gmail.com> wrote:

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> 505 699 9158
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> **From:** Mark Baker <mbaker@softlights.org>
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> **To:** SantaFeLED@dalkiasolutions.com; stbedesantafe@gmail.com; davidacarraia@gmail.com; info@railyardsantafe.com; lfoma@santafecountynm.gov; mcarey@wildearthguardians.org; peter.lipscomb@state.nm.us; scholar@sarsf.org; rdellenberg@gmail.com; sfemg1@gmail.com; President@audubonsantafe.org; WEBBER, ALAN M. <amwebber@santafenm.gov>; rdvillarreal@santafenm.gov; LINDELL, SIGNE I. <silindell@santafenm.gov>; mjgarcia@santafenm.gov; cromero-wirth@santafenm.gov; cmrivera@santafenm.gov; rrabeyta@santafenm.gov; jcsanchez@santafenm.gov; jvcoppler@santafenm.gov; WHEELER, REGINA A. <rawheeler@santafenm.gov>; GRAHAM, THOMAS M. <tmgraham@santafenm.gov>; Scott Wyland <swyland@sfnewmexican.com>; Sean Thomas <sthomas@sfnewmexican.com>
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We recommend that the Street Lighting Committee contact Acuity for a presentation and demonstration.

Sincerely,

Mark Baker, B.S.E.E.

Soft Lights

On Wed, Apr 28, 2021 at 11:45 PM Mark Baker <mbaker@softlights.org> wrote:

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>
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>
> 
>
> https://www.fox13news.com/news/sea-turtle-friendly-lights-installed-in-time-for-hatchling-season-on-treasure-island
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> These lights not only protect sea turtles, but they protect humans as well. We do not purport to know if this is the absolute best solution (e.g. turn off the street lights, or use bollards), but these lights are a major improvement over 2700K, 3000K and 4000K LED street lights and are much more likely to be ADA compliant.
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This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Red/Amber Streetlights

Mark Baker <mbaker@softlights.org> Fri, Apr 30, 2021 at 12:44 PM
To: "Richard D. Ellenberg" <rdellenberg@gmail.com>
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, stbedesantafe@gmail.com, David Carr <davidacarraia@gmail.com>, info@railyardsantafe.com, "Lucy G. Foma" <lfoma@santafecountynm.gov>, Madeleine Carey <mcarey@wildearthguardians.org>, peter.lipscomb@state.nm.us, scholar@sarsf.org, sfemg1@gmail.com, "WEBBER, ALAN M." <amwebber@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>, Scott Wyland <swyland@sfnewmexican.com>, Sean Thomas <sthomas@sfnewmexican.com>

Dear Santa Fe Streetlighting Committee, Santa Fe City Council and Dalkia Solutions,

Today, Soft Lights received a letter from a person with epilepsy whose life has been devastated by LED lights. The letter is tragic and powerful. I am attaching the letter in this email.

The Streetlight Committee has the opportunity to do what the Council and Dalkia have so far refused to do: acknowledge the harms caused by non-uniform luminance LED lights, especially to those who have such excellent senses that they can detect these exceedingly high peak luminances. It's possible that LED lights, because of their non-natural characteristics, are simply not viable for outdoor lighting. It's also possible that with a low enough peak luminance and low enough 450nm blue wavelength light, they could be safe.

Whatever the case, please remember that there are thousands or millions of people just like the person in the letter, as well as creatures such as birds, frogs and bees, whose lives will never be the same if the wrong lights are chosen.

Sincerely,

Mark Baker, B.S.E.E.
Soft Lights
www.softlights.org

On Fri, Apr 30, 2021 at 10:44 AM <rdellenberg@gmail.com> wrote:

> Cheyenne: Treasure island is different from Santa Fe, but I think you miss the point which is what very low K looks like, and are a bit defensive.
>
> Richard D. Ellenberg
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> **Cheyenne Ernst**

Project Expeditor

dalkiasolutions.com

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Soft Lights

This message (and any associated files) may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

Epilepsy Story April 27.pdf
83K

April 27, 2021

I live in a small, appealing community of twelve hundred residents, surrounded by farms and forests. My family has been very content living here for many years.

I have life-long epilepsy and migralepsy. Medications don't control my condition, so I learned to manage my epilepsy by adapting my life habits and adjusting to carefully avoid anything known to cause my seizures. Over time it became second nature, and, I was healthy,happy,employed, independent, and nearly seizure-free for decades.

Seven or so years ago, however, I had my first encounter with an LED light. It triggered one of the worst, most violent seizures I'd ever experienced. I didn't even know what LEDs were back then. Since then I've found that almost every version of LEDs provokes that kind of instantaneous reflex seizure, and other LEDs cause migraines which lead to seizures. It's a matter of minutes or of a split second, but one or the other happens every time I can't avoid LED lights. In the brief moment I have to see before my brain reacts, the worst LEDs look like a spray of strobing needles.

Suddenly LEDs were turning up everywhere, impossible to avoid, It was getting harder and harder to manage or go about my normal life. Then in late December 2019, streetlights throughout our village were converted to LEDs. I'd alerted our mayor and trustees several times by then to my disability and the danger inescapable LEDs are for me. Over eighteen months the mayor reassured me that they wouldn't vote for any public lighting that they knew would harm me. False reassurance, as it turned out. They went ahead and did exactly that, saying afterwards that yes, they knew LEDs would hurt me, but I was just one person and they'd decided that financial advantage for the village was more important. The village got lower utility bills and a cash incentive, and in exchange I was thrust into the very crisis I'd tried to prevent..

From that night on, I suffered hundreds of breakthrough seizures, constant blinding headaches and migraines, repeated physical injuries and a whole array of after and side effects. I couldn't set foot out the door or even look out the windows when the lights were on. Sometimes I had seizures inside our house if LED light got around cracks in the shades. I was increasingly incapacitated, and after four months the threat was so severe I was forced to flee our home and community. I've been in inadequate, temporary quarters ever since. I'm grateful to have a safe spot to sleep on, but I'm separated from my family and heartsick from wanting to go home.

Neither the Village Trustees nor the utility company will make any effective accommodations for me, despite their actions being directly responsible for this devastation of my health and home life. We've been shut out of their discussions at every turn, and they won't communicate with us. They ignore everything we, my doctors, other Village residents or The Epilepsy Foundation sends them. The mayor and trustees say they are “done” with the issue and have “zero desire” to help us. Our utility company just keeps referring us back to the mayor and trustees. It's as if my previous happy, healthy, free, contributory life never existed. I'm exhausted, terrified and

traumatized, and it seems that no-one who could help rectify this injustice cares to get involved.

My family and I are desperately trying to be heard. Not even the local police chief cares, calling it a matter for the mayor to address. I'm cut off from everything. I've lost thousands of dollars in wages and incurred thousands more in medical bills. Awful incidents keep happening: I broke a tooth during an epileptic seizure that first awful month. (An angry dentist, when asked to use different lighting, threw down her tools and stormed off announcing “I can't work like this!” Her office called me later, said I was a “difficult” patient and told me to go somewhere else.) The tooth is still broken and has an abscess now, but I can't find a dentist who will repair it without using LEDs. Then three months ago I had a nasty accident, after dusk, out where I have to stay each night. I couldn't get to emergency treatment because the urgent care center and nearest hospital are surrounded by LEDs. Badly injured and in severe pain, I couldn't even try to recover at home - because of the LEDs. I can't go shopping, can't get to or from work, can't use thruway rest rooms, can't walk up to take-out windows, can't be home for Hannukah candles, and can't take an evening stroll. I nearly had a seizure getting a COVID vaccine because the tent in the parking lot had LEDs on, in a tent, in the daytime! LEDs make a barrier I can't cross. Encountering one - inside or out - is like being cracked on the head with a brick.

This has been my life for sixteen months and counting. Ten days ago the utility company finally swapped five LED bulbs back to the previous HPS bulbs in street lights beside our house. We're on a corner in the middle of the village and the very next ring of LED street lights reaches our house. It's useless. As a friend from the synagogue said, “Oh great! Now you can stand up and turn around in your cage!” I might be marginally safer *in* the house. Maybe I could peek out of a window now, but a solution it's not. The mayor and trustees make it clear that five swapped lights is all I'll ever get. Two of the five trustees (the mayor and deputy mayor) actually voted against even making even that tiny change. It did, however, demonstrate that LEDs can indeed be taken out and replaced, and the streets won't descend into darkness and chaos.

I think of the other people with LED-light-sensitivity around the country, living their own version of this nightmare with the same staggering stress and fear for the future. Lately it's an effort for me to think about any different topic for any length of time. I read the paper, but good news seems to have nothing to do with me; bad news just compounds the misery. Either way, I'm not the engaged, productive person I was and no help now to anybody anyway, not even my family. I'm trapped in a state of shock and don't recognize myself anymore.. And all because of a *light bulb.* A light bulb!

dalkia EDF GROUP

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!- response to Mr. Baker's ADA comments

rdellenberg@gmail.com <rdellenberg@gmail.com> Mon, May 10, 2021 at 3:02 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, stbedesantafe@gmail.com, David Carr <davidacarraia@gmail.com>, info@railyardsantafe.com, "Lucy G. Foma" <lfoma@santafecountynm.gov>, Madeleine Carey <mcarey@wildearthguardians.org>, scholar@sarsf.org, sfemg1@gmail.com, "WEBBER, ALAN M." <amwebber@santafenm.gov>, "VILLARREAL, RENEE D." <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, "GARCIA, MICHAEL J." <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "RIVERA, CHRISTOPHER M." <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>
Cc: "ROSADO, JAVIER H." <jhrosado@santafenm.gov>

This is really a non-response. Mr. Baker raises an issue about which I am not persuaded. But he deserves a response and not a brush off,

Richard D. Ellenberg

rdellenberg@gmail.com

505 699 9158

1714 Canyon Road

Santa Fe, NM 87501-6140

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Monday, May 10, 2021 12:27 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>; stbedesantafe@gmail.com; David Carr <davidacarraia@gmail.com>; info@railyardsantafe.com; Lucy G. Foma <lfoma@santafecountynm.gov>; Madeleine Carey <mcarey@wildearthguardians.org>; scholar@sarsf.org; sfemg1@gmail.com; WEBBER, ALAN M. <amwebber@santafenm.gov>; Richard D. Ellenberg <rdellenberg@gmail.com>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; GRAHAM, THOMAS M. <tmgraham@santafenm.gov>
Cc: ROSADO, JAVIER H. <jhrosado@santafenm.gov>
Subject: RE: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!- response to Mr. Baker's ADA comments

Hello Mayor and Everyone,

Wanted to let you know that City Attorney's Office and City's ADA Coordinator have been receiving and reviewing these messages from Mr. Baker. The last response from this team to Mr. Baker is below for your reference.

Best,

Regina

From: GRAHAM, THOMAS M.
Sent: Friday, May 7, 2021 9:47 AM
To: Mark Baker <mbaker@softlights.org>
Subject: RE: ADA Request for Protection from Non-Uniform Luminance LED Lights

Mr. Baker,

Thank you again for contacting me and sharing your concern about protecting people with light sensitivity disabilities. The City can fully satisfy its accommodation obligations under Title II without updating the Self-Evaluation Plan. As ADA Coordinator for the City, I will be working closely with City Staff to ensure that City street lighting does not discriminate against persons with disabilities.

Thank you,

Tom Graham, AIA, ADAC, CASp, NCARB

ADA Coordinator

Public Works Department - Engineering Division

500 Market Street, Suite 200

Santa Fe, New Mexico 87504-0909

Office: (505) 955-6654

Cell: (505) 629-7264

tmgraham@santafenm.gov

From: Mark Baker <mbaker@softlights.org>
Sent: Monday, May 10, 2021 12:06 PM
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>
Cc: stbedesantafe@gmail.com; David Carr <davidacarraia@gmail.com>; info@railyardsantafe.com; Lucy G. Foma <lfoma@santafecountynm.gov>; Madeleine Carey <mcarey@wildearthguardians.org>; scholar@sarsf.org; sfemg1@gmail.com; WEBBER, ALAN M. <amwebber@santafenm.gov>; Richard D. Ellenberg <rdellenberg@gmail.com>; VILLARREAL, RENEE D. <rdvillarreal@santafenm.gov>; LINDELL, SIGNE I. <silindell@santafenm.gov>; GARCIA, MICHAEL J. <mjgarcia@santafenm.gov>; ROMERO-WIRTH , CAROL <cromero-wirth@santafenm.gov>; RIVERA, CHRISTOPHER M. <cmrivera@santafenm.gov>; ABEYTA, ROMAN R. <rrabeyta@santafenm.gov>; CASSUTT-SANCHEZ, JAMIE A. <jcsanchez@santafenm.gov>; COPPLER, JOANNE V. <jvcoppler@santafenm.gov>; WHEELER, REGINA A. <rawheeler@santafenm.gov>; GRAHAM, THOMAS M. <tmgraham@santafenm.gov>
Subject: Fwd: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Cheyenne Ernst, Dalkia Solutions,

The International Dark Sky Association has set 2200 Kelvin as the maximum recommended color temperature, and the United Nations has proposed this maximum as well. Dalkia's attempt to install 2700K is already unacceptable.

You mentioned IES RP-8-18 multiple times. I again remind you that IES RP-8-18 is for uniform luminance lighting only. There are no current IES standards that have been designed for non-uniform luminance lighting such as LEDs. We know this because there are no maximums for peak luminance in IES RP-8-18.

Soft Lights has been attempting for months to alert Dalkia and the City of Santa Fe to the Americans with Disabilities federal law that prohibits discrimination against people with light sensitivity disabilities. This includes people with epilepsy, autism, PTSD, and migraine sufferers. Despite our extraordinary efforts and requests for Dalkia to include discussions about how non-uniform luminance LED lights affect people with light sensitivity disabilities, and despite our requests to have these issues addressed, Dalkia continues to ignore their responsibility to the disability community. There was no discussion about light sensitive persons in your latest document.

In earlier years, Soft Lights focused on the issue of color temperature. As we have learned more, we have come to understand that the non-uniform luminance with excessively high peak luminance from the center of the LED chip is an even bigger problem. Recently, Soft Lights has been receiving personal stories from people with epilepsy and those who suffer from migraines and we have been given information that leads us to believe that LED flicker is a major issue for light sensitive persons.

As an advocate for the light sensitive community, Soft Lights demands that Dalkia place significant resources into determining the physical and psychological effects of LED lights on those who are light sensitive. We are demanding that Dalkia document the Spectral Power Distribution, the Peak Luminance, and the amount of Flicker from these LED lights and proof that people with epilepsy, autism, PTSD and migraine sufferers will not be discriminated against.

Sincerely,

Mark Baker, B.S.E.E.

Soft Lights

www.softlights.org

---------- Forwarded message ---------
From: **Cheyenne Ernst** <SantaFeLED@dalkiasolutions.com>
Date: Mon, May 10, 2021 at 10:17 AM
Subject: Community Guided Street Lighting Conversion Project Update - Demonstration FAQ!
To: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>

Good morning,

Thank you for your engagement with the City of Santa Fe's Street Lighting Conversion Project. The latest update is attached, which includes answers to Frequently Asked Question from demonstration experiences and specific information about the luminaires installed.

The demonstration and feedback window has been extended to Monday, May 24. We look forward to continuing to engage with you about this project.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

dalkiasolutions.com

Formerly Groom Energy Solutions, LLC

Same people, same services, new name - Dalkia Energy Solutions, LLC

Please update your records with our new email format.

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

Toxic LED Streetlights

Mark Baker <mbaker@softlights.org> Thu, May 6, 2021 at 6:47 PM
To: juliagoldberg@sfreporter.com
Cc: Cheyenne Ernst <SantaFeLED@dalkiasolutions.com>, David Carr <davidacarraia@gmail.com>, info@railyardsantafe.com, "Lucy G. Foma" <lfoma@santafecountynm.gov>, Madeleine Carey <mcarey@wildearthguardians.org>, scholar@sarsf.org, sfemg1@gmail.com, "WEBBER, ALAN M." <amwebber@santafenm.gov>, "Richard D. Ellenberg" <rdellenberg@gmail.com>, Renee Villarreal <rdvillarreal@santafenm.gov>, "LINDELL, SIGNE I." <silindell@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "GRAHAM, THOMAS M." <tmgraham@santafenm.gov>, stbedesantafe@gmail.com

Dear Julia Goldberg, Santa Fe Reporter,

Thank you for reporting on the LED streetlight fiasco in Santa Fe.

https://www.sfreporter.com/news/morningword/2021/04/30/city-councilor-proposes-pausing-santa-fe-streetlight-conversion/

Soft Lights (www.softlights.org) would like to commend Councilor Michael Garcia for wisely recommending that Santa Fe pause the attempt to install toxic LED streetlights all around Santa Fe. If the city is going to take out a large loan for this project, why not do it correctly?

Regina Wheeler continues her efforts to make the selection process secret. First she hid the list of streetlights she received from Dalkia. Soft Lights was able to get this list only after a FOIA request. Then she tried to keep the names of the Streetlight Steering Committee secret. Now her latest effort is in hiding the color temperatures from the public during the demonstration process. Selecting the streetlights has major health implications. City officials must stop hiding the toxicity of these street lights from the public. Besides color temperature, what is the peak luminance of these lights?

Your article did not mention the disability community and the Americans with Disabilities Act. Soft Lights has informed the city over and over again that high color temperature, high luminance LED streetlights are discriminatory because they prevent people with light sensitivity disabilities from navigating the city without undue harm. Migraine sufferers are prone to disabling headaches. Those with autism may act out in rage or feel emotional terror. Soft Lights has been recently receiving letters from across the country from people with epilepsy who are detailing how their lives have been devastated by these LED lights. We hope that your next story can focus on how harmful these lights are and explain why Regina Wheeler refuses to protect people with light sensitivity disabilities.

Sincerely,

Mark Baker, B.S.E.E.
Soft Lights
www.softlights.org

MISCELLANEOUS
RESPONDENT EMAILS

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

2000K LED Fixtures at SF New Mexican Printing Press

Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com> Thu, Apr 29, 2021 at 7:00 PM
To: "CASSUTT-SANCHEZ, JAMIE A." <jcsanchez@santafenm.gov>, Michael Garcia <mjgarcia@santafenm.gov>, "Signe I. Lindell" <silindell@santafenm.gov>, Renee Villarreal <rdvillarreal@santafenm.gov>, "ABEYTA, ROMAN R." <rrabeyta@santafenm.gov>, Chris Rivera <cmrivera@santafenm.gov>, "COPPLER, JOANNE V." <jvcoppler@santafenm.gov>, "ROMERO-WIRTH , CAROL" <cromero-wirth@santafenm.gov>, "WEBBER, ALAN M." <amwebber@santafenm.gov>
Cc: "WHEELER, REGINA A." <rawheeler@santafenm.gov>, "Aranda, Jamie" <Jamie.Aranda@pnmresources.com>, Kevin Kaye <kevin.kaye@dalkiasolutions.com>, Jean-Christophe Florenson <jc.florenson@dalkiasolutions.com>, Jarel LaPan <jlapanhill@santafenm.gov>, "ROSADO, JAVIER H." <jhrosado@santafenm.gov>

Good evening Mayor and City Councilors,

You may have heard that a manufacturer has installed 2000K lighting fixtures in the parking lot of the Santa Fe New Mexican Printing Press. The LED conversion project team has been in communication with this vendor, Buddy Stefanoff of Crossroads LED, for many months requesting specifications for Crossroads LED fixtures to evaluate this equipment for potential inclusion in the City's roadway lighting conversion project. The thread below shows that Crossroads LED has not been able to furnish specification documents to support evaluation of their fixtures. The documentation was first requested by Dalkia on February 2, requested again April 27, and to this date, Dalkia has not received specifications from the company. PNM (cc'd, Jamie Aranda) has also reached out for similar specifications and has not received them.

Please let me know if there are any questions about this situation.

Respectfully,

Cheyenne

Cheyenne Ernst
Project Expeditor

m: (913) 653 5239
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

---------- Forwarded message ---------
From: **Kevin Kaye** <kevin.kaye@dalkiasolutions.com>
Date: Tue, Apr 27, 2021 at 3:57 PM
Subject: Re: Introduction meeting
To: <Buddy@crossroadsled.com>
Cc: WEBBER, ALAN M. <amwebber@santafenm.gov>, Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>, JC Florenson <jc.florenson@dalkiasolutions.com>, WHEELER, REGINA A. <rawheeler@santafenm.gov>, LAPAN HILL, JAREL <jlapanhill@santafenm.gov>

Hello Buddy,

As the approved contractor for the City of Santa Fe leading the community outreach and design of the LED conversion project, I wanted to re-engage with you on the below email dated February 2nd 2021. Below is the general specifications of the project in which we are evaluating potential manufacturers to provide the lighting product for the upcoming conversion. I have revised point number one to include a wider spectrum of color temperatures that we are evaluating.

Please include specification sheets and .ies files direct to Dalkia for your proposed fixture that meets the below requirements.

Thank you,

Kevin Kaye
Director of Operations

m: (860) 384 3024
dalkiasolutions.com

Formerly Groom Energy Solutions, LLC
Same people, same services, new name - Dalkia Energy Solutions, LLC
Please update your records with our new email format.

On Tue, Feb 2, 2021 at 2:27 PM Kevin Kaye <kevin.kaye@dalkiasolutions.com> wrote:

> Buddy,
>
> See below
>
> **Kevin Kaye**
> Director of Operations
>
> m: (860) 384 3024
> dalkiasolutions.com
>
> **Formerly Groom Energy Solutions, LLC**
> Same people, same services, new name - Dalkia Energy Solutions, LLC
> *Please update your records with our new email format.*
>
> On Tue, Feb 2, 2021 at 12:07 PM <Buddy@crossroadsled.com> wrote:
>
> > Kevin,
> >
> > Thank you for the prompt reply to my email! I have attached the product presentation that was sent on January 22 for review.
> >
> > I do have a few questions regarding the general specifications you have provided.

1. What is the required lumen output and color temperature for each requested wattage? Need option of (2000K and 2700K added) 3000K and 4000K for each wattage. (3500-5000 lumens for 100W, 12-15k lumens 250W, 20-23k lumens for 400W) If you have a different recommendation for lumens for the equivalent HPS that will be accepted.
2. What is the required light distribution pattern and maximum BUG rating for each requested wattage? Typically most fixtures will be R2 but provide option for R3, Focus on U of 0
3. What is the required ambient temperature range for the luminaires? -40 to 40 degrees C
4. Will the luminaires require 3 or 7 pin photocell connectors? 7-pin photocell socket is required
5. Is there a smart lighting / dimming control requirement? Smart Lighting Control is provided by another vendor, it will utilize the 7 pin NEMA socket
6. Is there a minimum system efficacy requirement? No minimum
7. Is there a minimum L-70 / L-90 light depreciation value? No Minimum
8. Is there a minimum TM-21 calculation requirement? No Minimum
9. Are photometric and ISTMT test reports required? No
10. What are the warranty requirements? 10 years

If you have the approved or referenced data sheets for each wattage, we should be able to extrapolate most of the requested information and begin working on the quotes.

Sincerely,

Buddy Stefanoff

V.P. Engineering

Crossroads LED

918-504-6595

From: Kevin Kaye <kevin.kaye@dalkiasolutions.com>
Sent: Monday, February 1, 2021 4:54 PM
To: Buddy@crossroadsled.com
Cc: Arianne Cohen <arianne.cohen@dalkiasolutions.com>
Subject: Re: Introduction meeting

Hello Buddy,

I apologize if I missed it, but I never received the presentation of your company that you had from the call. The general specs for the city conversion is as follows. Please feel free to quote the equivalent fixture type and lumen package you recommend.

City Conversion

100W HPS equivalent replacement (1316 units)

250W HPS equivalent replacement (1404 units)

400W HPS equivalent replacement (635 units)

Please advise should you have any questions.

Kevin Kaye
Director of Operations

dalkia EDF GROUP

m: (860) 384 3024

dalkiasolutions.com

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Please update your records with our new email format.

On Mon, Feb 1, 2021 at 11:43 AM <Buddy@crossroadsled.com> wrote:

> Kevin,
>
> I am following up on our January 22 conversation regarding the upcoming LED street lighting project in Santa Fe. If you have time this afternoon, would it be possible to send me the specifications for the LED street lights so that we can begin working on the quote for you and your team?
>
> Sincerely,

Buddy Stefanoff

V.P. Engineering

Crossroads LED

918-504-6595

From: Buddy@CrossroadsLED.com <Buddy@CrossroadsLED.com>
Sent: Friday, January 22, 2021 2:38 PM
To: 'Kevin Kaye' <kevin.kaye@dalkiasolutions.com>
Cc: 'Arianne Cohen' <arianne.cohen@dalkiasolutions.com>
Subject: Introduction meeting

Kevin,

I would like to thank you and Arianne for taking the time to speak with me today. I appreciate the time you took from your busy schedules and hope you found the presentation informative and useful. I am looking forward to receiving the street lighting specifications and providing you and your team with a quote for the upcoming project.

If you have any additional questions or comments, please do not hesitate to call or email me.

Sincerely,

Buddy Stefanoff

V.P. Engineering

Crossroads LED

918-504-6595

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Cheyenne Ernst <cheyenne.ernst@dalkiasolutions.com>

RE: Response to Director wheeler's comments - Dalkia plz provide language requesting Crossroads specs

Kevin Kaye <kevin.kaye@dalkiasolutions.com> Tue, Apr 27, 2021 at 3:27 PM
To: "WHEELER, REGINA A." <rawheeler@santafenm.gov>
Cc: "WEBBER, ALAN M." <amwebber@santafenm.gov>, "LAPAN HILL, JAREL" <jlapanhill@santafenm.gov>, "cheyenne.ernst@dalkiasolutions.com" <cheyenne.ernst@dalkiasolutions.com>, Jean-Christophe Florenson <jc.florenson@dalkiasolutions.com>

Hello all,

I will respond to the last email I shared with you Regina and copy this team that shows our request for Crossroad LED's product specifications. I will have that out shortly.

Thank you,

Kevin Kaye
Director of Operations

m: (860) 384 3024

dalkiasolutions.com

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Please update your records with our new email format.

On Tue, Apr 27, 2021 at 4:15 PM WHEELER, REGINA A. <rawheeler@santafenm.gov> wrote:

> Hello Mayor,
>
> Thank you for forwarding Buddy's email. Yes, it would be great if someone could respond to Buddy and ask him for the specs.
>
> JC or Kevin, can you provide language (perhaps from the last email that you sent to Buddy) saying exactly what we need from Crossroads in order to evaluate those fixtures for the City's lighting design?
>
> Thank you!
> Regina
>
> ---
>
> **From:** WEBBER, ALAN M. <amwebber@santafenm.gov>
> **Sent:** Tuesday, April 27, 2021 2:53 PM
> **To:** WHEELER, REGINA A. <rawheeler@santafenm.gov>
> **Subject:** Fwd: Response to Director wheeler's comments
>
> So let's ask for their specs.
>
> Alan Webber
>
> amwebber@santafenm.gov
>
> *"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded."*
>
> *A. Lincoln*
>
> Begin forwarded message:
>
> **From:** <Buddy@CrossroadsLED.com>
>
> **Subject: Response to Director wheeler's comments**
>
> **Date:** April 27, 2021 at 12:49:56 PM MDT
>
> **To:** "'WEBBER, ALAN M.'" <amwebber@santafenm.gov>
>
> **Cc:** "'ABEYTA, ROMAN R.'" <rrabeyta@santafenm.gov>, "'ROMERO-WIRTH , CAROL'" <cromero-wirth@santafenm.gov>, "'CASSUTT-SANCHEZ, JAMIE A.'" <jcsanchez@santafenm.gov>, "'COPPLER, JOANNE V.'" <jvcoppler@santafenm.gov>, "'RIVERA, CHRISTOPHER M.'" <cmrivera@santafenm.gov>, "'LINDELL, SIGNE I.'" <silindell@santafenm.gov>, "'GARCIA, MICHAEL J.'" <mjgarcia@santafenm.gov>, "'VILLARREAL, RENEE D.'" <rdvillarreal@santafenm.gov>, <Dana@crossroadsled.com>
>
> CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Webber,

Over the weekend I received a disturbing email that I feel needs to be brought to your attention. The issue involves derogatory and misleading statements made by Director Wheeler against Crossroads LED to attendees of the April 23, 2021 evening demonstration of the new LED streetlights. During the event, a concerned citizen asked Director Wheeler if she was aware of the 2000K LED luminaire installation at The New Mexican and if she was aware that members of the citizen's advisory committee had expressed interest in seeing the 2000K installation lights for comparison. Director Wheeler's response was that she was having difficulty getting the vendor (Crossroads LED, LLC) to provide specifications for the lights.

We are not sure why Director Wheeler felt the need to make such a disparaging comment against our company as we had already provided her with the technical specifications of our 2000K product in an email dated December 9, 2020. Additionally, she was also informed in this email that one of our dark sky certified LED street light fixtures was already installed on the south side of Paseo De Peralta, just east of Saint Francis Drive for her and her team to review.

As of today, we have not received any requests from Director Wheeler or her staff for technical data or specifications. Her statements against Crossroads LED reflect negatively on the reputation and good name of our company. As a lighting company, we openly and freely offer our LED specification sheets to anyone who requests them.

If Director Wheeler is interested in our 2000K LED product line, I would like to request that her office provide us with the lighting requirements and specifications for this project – i.e., lumen output, efficacy ratings, optical, electrical and thermal test requirements, etc. – in order to accurately identify the types of 2000K luminaires that would best fit the needs of the City. Once we have this information, we will be more than happy to re-send her and her staff our technical information.

Crossroads LED prides itself in professional and ethical practices. It is our focus on integrity that warranted this response to the information we were given regarding Director Wheeler's negative and inaccurate statements on how Crossroads LED does business.

We thank you for taking the time to listen to our concern and hope this email clarified any misunderstandings.

Respectfully,

Buddy Stefanoff

V.P. Engineering

Crossroads LED

918-504-6595

Fixture Type	Manufacturer	Part Number	Lighting Temp	Lumen Output	Wattage	Lumens per Watt	Distribution	BUG Rating B (backlight)	BUG Rating U (uplight)	BUG Rating G (glare)	IDA Approved	Warranty (YRS)	Life Expectancy (HRS)
A4	American Electric	ATBS P10 MVOLT R2 3K NL P7 XL	3000K	5,360	40	134	Type 2	1	0	2	YES	5	100000
A5	General Electric	ERL1 0 05B3 30 A GRAY	3000K	4,900	39	126	Type 2 Wide	1	0	1	YES	5 to 10	50000
A6	Eaton	VERD C016 D U T2 7030 4N7 10MSP AP	3000K	4,739	39	122	Type 2	1	0	1	NO	5	75000
A7 Alt**	American Electric	ATBS P10 MVOLT R2 27K XL NL P7	2700K	4,900*	40	123	Type 2	1	0	2*	YES	5	100000
A8 Alt**	General Electric	ERL1 0 05B3 27 A GRAY	2700K	4,700	39	121	Type 2	1	0	1	YES	5 to 10	50000
A9 Alt**	Eaton	VERD C016 D U T2 8027 4N7 10MSP AP	2700K	4,292	39	110	Type 2	1	0	1	NO	5	75000
B4	American Electric	ATBM P30 MVOLT 3K NL XL P7	3000K	14,631	118	124	Type 3	2	0	3	YES	5	100000
B5	General Electric	ERL2 0 16C3 30 A GRAY	3000K	15,300	120	128	Type 3	2	0	3	YES	5 to 10	50000
B6	Eaton	VERD C02H D U T3 7030 4N7 10MSP AP	3000K	14,447	120	120	Type 3	2	0	2	NO	5	75000
C4	American Electric	ATBL F MVOLT R3 3K NL P7	3000K	28,091	259	108	Type 3	3*	0*	4*	YES	5 to 10	50000
C5	General Electric	ERL2 0 28C3 30 A GRAY	3000K	26,900	251	107	Type 3	3	0	4	YES	5 to 10	60000
C6	Eaton	VERD M A04 D U T3 7030 4N7 10MSP AP	3000K	29,537	247	120	Type 3	3	0	4	NO	5 to 10	60000
A - Dalkia	American Electric	ATBX P40 MVOLT R2 27K GY MP P7	2700K	3,110	28	111	Type 2	1*	0*	1*	YES	10	100000
A - Dalkia	American Electric	ATBX P40 MVOLT R2 3K MP P7	3000K	3,603	28	129	Type 2	1	0	1	YES	10	100000
B - Dalkia	American Electric	ATBM P30 MVOLT R2 27K GY MP P7	2700K	14,429	118	122	Type 2	2*	0*	3*	YES	10	100000
B - Dalkia	American Electric	ATBM P30 MVOLT R2 3K MP P7	3000K	14,631	118	124	Type 2	2	0	3	YES	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 27K GY MP P7	2700K	20,056	190	106	Type 2	3*	0*	3*	YES	10	100000
C - Dalkia	American Electric	ATBM P70 MVOLT R2 3K GY MP P7	3000K	20,190	190	106	Type 2	3	0	3	YES	10	100000

* Estimated Value

** Fixture has not been approved by PRC as of 4.19.2021

This equipment has been analyzed to meet PNM Rate 20, ANSI IES RP-8-18 lighting level requirements, and energy saving requirements, along with community guided design input to include dark sky friendly shielding. This list meets the International Dark Sky Association's 3000K color temperature limit.

American Electric Lighting®



Autobahn DualOptix™

Performance Meets Visual Comfort

www.americanelectriclighting.com

You don't have to compromise visual comfort to cut your energy and maintenance costs



Over a century of optical expertise teaches you a thing or two

With the advent of LED technology in roadway lighting, the debate regarding glare and visual comfort has become more and more heated. Utilities and municipalities seeking to reduce energy consumption, enhance sustainability efforts and ultimately save money have often experienced substantial complaints regarding the glare produced by many LED roadway fixtures.

American Electric Lighting® has addressed this issue with the introduction of our new DualOptix™ technology in many of our Autobahn Series products. With the DualOptix option, we incorporate over a century of roadway optics expertise into several Autobahn fixtures. This combines tremendous Autobahn performance and efficacy with a much more visually comfortable nighttime appearance.

ATBX
50-150 Watt
HID Equivalent



ATBS
100-250 Watt
HID Equivalent



Autobahn DualOptix Features

- Fully luminous optical cavity for visual comfort
- Reduced high angle light for lower glare
- Max candela reduction for improved visibility
- Multiple comfortable color temperatures
- High LPW in Type II and III roadway distributions

ATBM*
250-400 Watt
HID Equivalent



*Autobahn ATBM is now also available with DualOptix upon request. Contact your AEL Sales Representative for assistance with ordering.



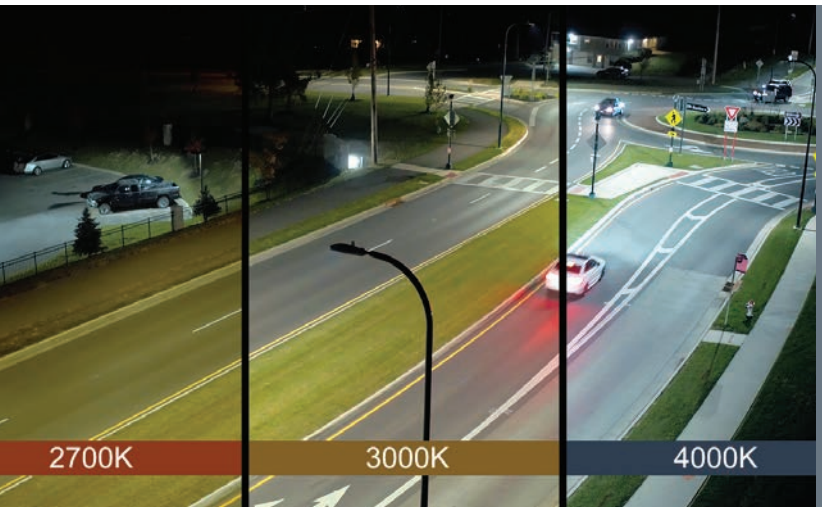


The DualOptix difference

Most conventional LED roadway lighting fixtures utilize a single refractor component to cover the bare LED source, thereby providing a means of redirecting the light for a variety of optical distribution patterns.

This alone provides very little diffusion with light that often reaches the high angles that can create unwanted glare and visual discomfort.

Autobahn DualOptix technology combines prismatic glass optic engineering with an additional secondary acrylic refractor to further diffuse the pixelation of the LED source while redirecting the extremely high angle light downward.



Dialing in your preference

To enhance visually comfortable roadway applications, the Autobahn DualOptix products are all available in a variety of color temperatures. Choose from 2700K, 3000K, 4000K CCT (70CRI minimum) to tailor the lighting to your specific needs.

To further “dial in” your specific lighting preferences, each Autobahn fixture can have light output adjusted in the field with the FAO adjustable lumen output module option.



More Autobahn Value Added Design Features



- TOOLLESS ACCESS
- PRE-WIRED TERMINAL BLOCK
- INTERNAL BUBBLE LEVEL
- NETWORKED CONTROLS
- DTL® 20-YEAR PHOTOCELL
- 20kV/10kA SURGE PROTECTION
- DALI DRIVER OPTION
- FIELD-ADJUSTABLE OUTPUT

For more information visit:
www.americanelectriclighting.com/autobahn

AEL American Electric Lighting®

Warranty Five-year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx
Visit our website at www.americanelectriclighting.com
Product specifications may change without notice. Please contact your sales representative for the latest product information.

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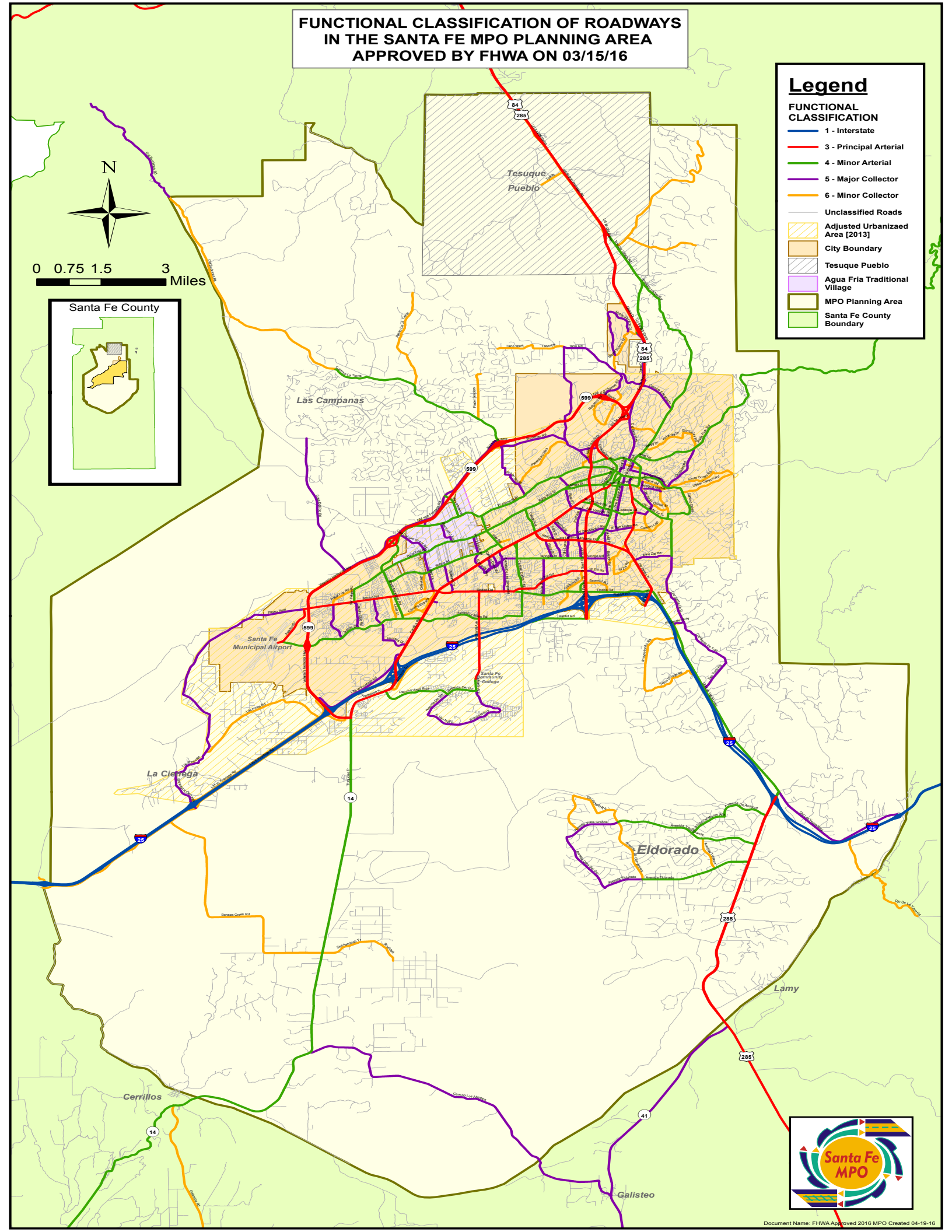
AcuityBrands.

FUNCTIONAL CLASSIFICATION OF ROADWAYS IN THE SANTA FE MPO PLANNING AREA APPROVED BY FHWA ON 03/15/16



Document Name: FHWA Approved 2016 MPO Created 04-19-16

City of Santa Fe

Department of Public Works

Community-Guided Smart Street Lighting Design Specifications

The City of Santa Fe seeks to convert its existing street lighting assets to smart LED technology in order to "reduce light pollution, reduce or prevent glare, reduce or prevent light trespass, conserve energy, promote a sense of safety and security, and ensure aesthetically appropriate outdoor lighting in keeping with the character of Santa Fe." - (City of Santa Fe Ord. No. 2011-37 § 10)

Following the Community-Guided Design phase outlined in its Global Management Contract with Dalkia, the Department of Public Works is recommending to the Governing Body the smart lighting design summarized in the below table and described with detailed specifications in the following pages.

Roadway Type	Correlated Color Temperature (Kelvin)	Input Wattage Range (W)	Nominal Lumen Output (lumen) +/- 10%	Minimum Color Rendering Index	IES Distribution	Visual Comfort Refractor	IES TM-15 Backlight, Uplight, and Glare Rating		
							B	U	G
Residential	2700K	28-45	4,000	70	Type 2	Required	1	0	1
Local/Collector	3000K	90-100	8,900	70	Type 2 or Type 3	Required	2	0	2
Major	3000K	190-200	20,000	70	Type 2 or Type 3	Not required	3	0	3

Roadway Type	Number of Fixtures	Percentage of Total
Residential	3,137	58%
Local/Collector	1,578	29%
Major	697	13%

In order to develop this Community-Guided Smart Lighting Design Plan, Dalkia worked with multiple stakeholders, including PNM, and compiled various sets of data; evaluated various products and performed a comprehensive set of photometric analyses; gathered community feedback from multiple channels; and combined all analyses into this recommendation. The final plan is designed to be actionable and to provide results in line with the Sustainable Santa Fe 25-Year Plan and the City of Santa Fe's expectations. The City of Santa Fe and Dalkia will work together to develop a dimming strategy to further increase energy savings and dark-sky protection, aligned with dark-sky best practices.

City of Santa Fe

Department of Public Works

Community-Guided Smart Street Lighting Design Specifications

Part A: STREET LIGHTING LIGHT EMITTING DIODE (LED) LUMINAIRE SPECIFICATIONS

1.0 REFERENCES

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

1.1 American National Standards Institute (ANSI)
- A. C136.2 (Most current), American National Standard for Roadway and Area Lighting Equipment—Luminaire Voltage Classification
- B. C136.10-2010 (Most current), American National Standard for Roadway and Area Lighting Equipment Locking-Type Photocontrol Devices and Mating Receptacle Physical and Electrical Interchangeability and Testing
- C. C136.15-2011 (Most current), American National Standard for Roadway and Area Lighting Equipment Luminaire Field Identification
- D. C136.25-2009 (Most current), American National Standard for Roadway and Area Lighting Equipment Ingress Protection (Resistance to Dust, Solid Objects and Moisture) for Luminaire Enclosures
- E. C136.31-2010 (Most current), American National Standard for Roadway Lighting Equipment – Luminaire Vibration.
- F. C136.41

1.2 American Society for Testing and Materials International (ASTM)
- A. B117-09 (Most current), Standard Practice for Operating Salt Spray (Fog) Apparatus
- B. D1654-08 (Most current), Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
- C. D523-08 (Most current), Standard Test Method for Specular Gloss
- D. G154-06 (Most current), Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

1.3 Council of the European Union (EC)
- A. RoHS Directive 2002/95/EC, on the restriction of the use of certain hazardous substances in electrical and electronic equipment

1.4 Illuminating Engineering Society of North America (IESNA or IES)
- A. DG-4-03 (Most current), Design Guide for Roadway Lighting Maintenance
- B. HB-10-11 (Most current), IES Lighting Handbook, 10th Edition
- C. LM-50-99 (Most current), IESNA Guide for Photometric Measurement of Roadway Lighting Installations
- D. LM-61-06 (Most current), IESNA Approved Guide for Identifying Operating Factors Influencing Measured Vs. Predicted Performance for Installed Outdoor High Intensity Discharge (HID) Luminaires
- E. LM-79-08 (Most current), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-Sate Lighting Products
- F. LM-80-08 (Most current), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources
- G. RP-8-18 (Most current), ANSI / IESNA American National Standard Practice for Roadway Lighting

H. RP-16-10 (Most current), ANSI/IES Nomenclature and Definitions for Illuminating Engineering
I. TM-3-95 (Most current), A Discussion of Appendix E - "Classification of Luminaire Lighting Distribution," from ANSI/IESNA RP-8-83
J. TM-15-11 (Most current), Luminaire Classification System for Outdoor Luminaires
K. TM-21-11 (Most current), Projecting Long Term Lumen Maintenance of LED Light Sources

1.5 National Electrical Manufacturers Association (NEMA)
A. ANSI/NEMA/ANSLG C78.377-2008 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products

1.6 National Fire Protection Association (NFPA)
A. 70 – National Electrical Code (NEC)

1.7 Underwriters Laboratories (UL)
A. 1449, Surge Protective Devices
B. 1598, Luminaires.
C. 8750, Light Emitting Diode (LED) Equipment for Use in Lighting Products LED Roadway Specification

1.8 CSA
1. 1598, Luminaires

2.0 GENERAL CONSTRUCTION

2.1 Shall be compliant with CSA C22.2 No. 250.0-08 – UL 1598 Harmonized Std.
2.2 Luminaire housing to be fabricated from die cast aluminum low copper content alloy.
A. Luminaire housing to act as passive heat sink for LED Array.
B. Housing to be designed in such a manner that debris build-up with-in “heat-fin” structure will not significantly impact lamp lumen depreciation (LLD).
C. Luminaire finish and casting to be tested to ASTM B117 salt fog, and must maintain a scribe creepage rating of 8 per ASTM D1654 after 5000 hours.
D. Access to electrical compartment shall be tool-less by means of a thumb screw.
E. Tool-less access should accommodate user wearing electrical gloves.

2.3 LED light engine
A. Shall be IP66 rated (provide 0% uplight and restrict backlight to within sidewalk depth).
B. Lens shall be created from borosilicate glass.

2.4 Luminaire Attachment
A. Luminaire shall be able to attach to 1 ¼” and/or 2” IPS schedule 40 mast arms (1 5/8” to 2 3/8” OD).
B. Luminaire shall be designed to be able to tilt +/- 5 degrees from horizontal.
C. Luminaire shall be designed to withstand 3G vibration testing prescribed in ANSI C136.31.
D. Luminaire shall include internal integral leveling bubble to assist in the installation.

2.5 Luminaire Markings
A. Shall have external wattage label affixed on underside of luminaire to be seen from ground per ANSI C136.15.
B. Luminaire shall have internal label indicating manufacturer’s name, product name, input voltage and date of manufacture.

2.6 Wildlife shield shall be a cast in feature (not a separate component).

3.0 ELECTRICAL

3.1 All electrical components shall be terminated through the use of quick disconnect couplings.

- A. There shall not be any wire nuts supplied in the luminaire
- B. All luminaires shall be equipped with a 3 station tunnel style terminal block for terminating supply wire.
  1. Terminal block shall accommodate up to 6 AWG conductors.
  2. For ease of installation, the terminal block shall be positioned in such a manner that supply wires do not need to bent or re-routed around components to make electrical termination.
- C. Luminaire shall provide means to protect LED driver and LED lighting array from electrical transients caused by electrical storms or capacitor switching by means of surge protection device.
  1. Surge Protection Device (SPD) shall be UL1449 recognized.
  2. SPD shall be 3 wire and provide both common and differential mode protection.
  3. SPD must have an inductive filter circuit that reduces the amount of energy passed thru to electronics during a surge event.
  4. Surge protection device shall be rated to protect the luminaire up to 10kV/5kA combination wave surges in accordance with ANSI C136.2 (Most Current).
  5. Surge protection shall be thermally fused.
  6. Failure mode of surge protection is to leave luminaire off.
- D. LED Driver shall meet the following minimum requirements
  1. LED Driver shall have a minimum power factor of 90% at full load.
  2. LED Driver THD shall be less than 20% at full load.
  3. LED Driver shall comply with the requirements of UL, CSA, FCC47 subpart 15
  4. LED Driver maximum case temperature shall not be exceeded when luminaire is operating in a 40C ambient.
  5. LED Driver shall be RoHS compliant
  6. LED Driver shall have in ingress protection rating IP66.
- E. Photocontrol receptacle shall comply with ANSI C136.10 for standard 7 PIN configurations. When using smart controls receptacle shall comply with ANSI C136.41.

4.0 LIFE

4.1 Component rated life shall be a minimum of 20 years (or 100,000 hours) when operating in a continuous 25C ambient.

4.2 The design life of the LED array (based on LM80/TM21) shall be defined as L80 at 98,000 hours operation in an ambient of 25C.

5.0 WARRANTY

5.1 Luminaire shall be warranted to be free from manufacturing defects for a minimum period of 10 years.

6.0 LED LUMINAIRE PERFORMANCE

6.1 Residential Roadway LED Luminaires

- A. Correlated Color Temperature (CCT) shall be nominally rated at 2700 Kelvin CCT.
- B. Luminaire input wattage shall be between 28 watts and 45 watts.

C. Luminaire nominal lumen output shall be between 4000 lumens and 5000 lumens.
D. Minimum Color Rendering Index (CRI) shall be 70.
E. Luminaire shall have a distribution pattern consistent with IES RP-8-18 Type II Distribution.
F. Luminaire shall have a maximum BUG rating per IES TM-15 of B1-U0-G1.
G. Product shall have a visual comfort glare reduction refractor.

6.2 Local/Collector Roadway LED Luminaires
A. Correlated Color Temperature (CCT) shall be nominally rated at 3000 Kelvin CCT.
B. Luminaire input wattage shall be between 90 watts and 120 watts.
C. Luminaire nominal lumen output shall be between 8000 lumens and 12000 lumens.
D. Minimum Color Rendering Index (CRI) shall be 70.
E. Luminaire shall have a distribution pattern consistent with IES RP-8-18 Type II or Type III Distribution.
F. Luminaire shall have a maximum BUG rating per IES TM-15 of B2-U0-G2.
G. Product shall have a visual comfort glare reduction refractor.

6.3 Major Roadway LED Luminaires
A. Correlated Color Temperature (CCT) shall be nominally rated at 3000 Kelvin CCT.
B. Luminaire input wattage shall be between 190 watts and 260 watts.
C. Luminaire nominal lumen output shall be between 20000 lumens and 24000 lumens.
D. Minimum Color Rendering Index (CRI) shall be 70.
E. Luminaire shall have a distribution pattern consistent with IES RP-8-18 Type II or Type III Distribution.
F. Luminaire shall have a BUG rating per IES TM-15 of B3-U0-G3.
G. Product shall be Design Lights Consortium (DLC) qualified.

Part 2: SMART CONTROLS

One of the use-cases for smart controls technology on the city's street lighting infrastructure is dimming capability. Dimming control will allow luminaires to be adjusted as an additional mechanism to increase energy savings and dark-sky protection.

7.0 Smart Node Technology

7.1 Node shall have twist-lock controller compatibility with 3, 5 or 7 pin NEMA socket receptacle.
7.2 Node shall utilize AES 128/256-bit encryption in its communication security.
7.3 Node shall function with a 0-10V, DALI or DALI2 driver and will provide a dimming circuit with a range of 0% to 100%.
7.4 Node shall have a single SKU to handle both low voltage and high voltage.
7.5 Node shall have a minimum of 10KV/5KA power surge protection and a single power supply range for 90V to 506V line voltage.
7.6 Node shall have a minimum IP66 rating to withstand harsh weather conditions with a -30C to +70C (-22F to +158F) operating temperature range.
7.7 Node shall utilize LTE CAT-1 cellular communication per module and provide advanced lighting and IoT functions and services to include, but not limited to, Tilt, Scheduling, Dynamic Dimming, Asset Management, GPS, Outage Notification, Traffic Trends, Beaconing, and Utility Grade Power Metering accuracy of ANSI C12.20 Class + or - 0.5.
7.8 Node must have a 10-year warranty and include 10 years of Software as a Service and connectivity.

City of Albuquerque

Request for Proposals

Solicitation Number: P2016000023

Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting
October 09, 2015

Deadline for Receipt of Proposals: November 20, 2015 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow Proposals to be submitted after this date and time.

Mandatory Pre-Proposal Conference: October 23, 2015 at 9:00 a.m. Mountain Time

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division

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INTRODUCTION

The City of Albuquerque ("City"), through its Department of Municipal Development ("DMD"), seeks proposals from prospective Offerors (1) to develop a plan to conduct a preliminary field assessment and inventory the City-owned street lighting; (2) implement the preliminary field assessment and inventory plan; (3) develop plan to increase efficiency and reduce maintenance of City-owned and maintained street lighting; (4) develop a plan for increased lighting in downtown and various neighborhood/business districts; and (5) implement the plan, using MSSLC Model Specification for LED Roadway Luminaires and ROAM System Specification Guideline Division 16520.

BACKGROUND

CATEGORIES AND VARIOUS TYPES OF LIGHTS WITHIN THE CITY'S ROADWAY RIGHT OF WAY

1. City-owned and PNM maintained street lights. These street lights are similar to those described in PNM-owned and maintained street lights below. These lights meet the standard for PNM maintenance. They are flat rate lights and have similar issues. There are approximately 17,000 of these street lights.

2. City-owned and maintained street lights. When a non-standard street light is installed that does not meet the standard PNM configuration, type or kind, the City must respond to outages and damages to these lights. There are approximately 2,000 of these street lights, and they are primarily pedestrian level or decorative pole lighting.

3. PNM-owned and maintained street lights. For these street lights, PNM is responsible for routine operation and maintenance and the City pays for electricity and non-routine maintenance such as knock downs. The City reimburses PNM for non-routine maintenance. This entire category is flat rate street lights. There are approximately 12,000 of these street lights. These street lights are not expected to be included in the assessment and potential efficiency upgrades, unless PNM and the City agree to the inclusion of PNM-owned

4. New Mexico Department of Transportation and City-maintained High Mast Interchange Lights. These street lights are located along I-25 and I-40. They are high voltage lights on high speed roadways and require special equipment and tools. The City does not receive any funding from the New Mexico Department of Transportation for these lights. There are approximately 80 of these.

RESIDENTIAL LIGHTING DESIGN

All new residential subdivisions are required to install street lighting within the subdivision as part of their projects. Residential lighting standard consists of a 100 watt HPS fixture mounted on a twenty-eight (28) foot pole. The City Design Process Manual ("DPM") defines street light locations in residential areas as one light per intersection and a light mid-block if the distance between the intersections is greater than five hundred (500) feet. Street lights in residential areas are

not intended to light the entire roadway, but to make drivers aware of key elements such as intersections or help guide motorist if there is a large distance between intersections. Traffic Engineering receives numerous requests for additional street lighting in older subdivisions. Once a request is received, a field investigation is completed to determine if the lighting in the area meets existing DPM standards, and if need be, the process of having an additional light installed is started. If it is determined that a light could be added in order to comply with DPM standards, the City requires the requestor to have the four property owners adjacent to where the light would be installed sign a document stating that they would like to have the light installed. Approximately fifteen (15) to twenty (20) street lights are installed each year following this process.

MAJOR ROADWAY LIGHTING DESIGN

The lighting on major roadways is designed to provide a lighting level that is maintained at all points on the roadway and there is a uniform distribution of lighting over the entire roadway, including the adjacent sidewalk. Standard pole/fixture combinations installed on arterials include two hundred fifty (250) watt HPS fixtures mounted on thirty (30) foot poles and four hundred (400) watt fixtures mounted on forty (40) foot poles.

PEDESTRIAN LEVEL / DECORATIVE LIGHTING DESIGN

The approximately 1,800 City owned and maintained lights are in high visibility areas. When outages occur they are generally reported immediately. The number of these has grown from fifteen (15) a decade ago to 1,800 today. More are planned in some of the current planning and corridor studies. Any new pedestrian or decorative street lights installed are expected to meet a new City standard as implemented in Nob Hill, Lead and Coal, and downtown in front of Convention Center and on 4th Street.

ISSUE

The City does not have a dedicated street light maintenance section, street light equipment, or spare parts. At any given time there are a number of PNM Standard street lights out due to burned out bulbs and/or power interruptions. PNM has roving street light crews that replace bulbs and repair damages. PNM's response time varies depending on the number of lights out in an area and other workloads.

The maintenance of street lighting is currently the responsibility of DMD/Traffic Engineering. Traffic Engineering has the proper labor classifications and proper equipment for the majority of the required street lighting maintenance with exception of the approximately eighty (80) high mast lights. The maintenance of high mast lighting is performed by contractors.

In order to respond to outage repair requests, a traffic signal crew must be utilized.

Monthly PNM billing for non-routine maintenance ranges from $10,000 to $40,000, depending on the month's activity. Twenty-four (24) months at $20,000 per month, Four Hundred Eighty Thousand ($480,000.00) annually, is a conservative estimate of the expected activity for PNM.

PART 1

INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: P2016000023, "**Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting**"

1.2 Proposal Due Date: November 20, 2015 - NLT 4:00 PM (Local Time)
The time and date Proposals are due shall be strictly observed**.**

1.2.1 Instructions regarding Pre-Proposal Conference:

The Mandatory Pre-Proposal Conference shall be held on Friday, October 23, 2015, at 9:00 a.m. at the City Department of Municipal Development, Large Conference Room, Seventh Floor, Room 7096, One Civic Plaza, Albuquerque, New Mexico. Offerors may participate telephonically, provided they obtain prior written approval for a telephonic appearance from Greg Smith, Deputy Director, Department of Municipal Development, telephone (505) 768-2756 or by electronic mail at gsmith@cabq.gov.

1.2.2 Mandatory Pre-Proposal Conference: This is a mandatory pre-Proposal conference. Offerors shall notify the City Contact identified in this Part 1, Section 1.6 to confirm attendance at least forty-eight (48) hours in advance of the date of the Mandatory Pre-Proposal Conference. Failure to notify the City and attend by an authorized representative of the Offeror will result in the rejection of any subsequent Proposal submitted. In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

1.2.3 Questions: The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and both hard and soft copy of such questions submitted to the Purchasing representative on the **day of the conference.**

1.3 Purchasing Division: This Request for Proposals ("RFP") is issued on behalf of the City of Albuquerque by its Purchasing Division, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, ("Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this Public Purchases Ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this Public Purchases Ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Proposal: Acceptance of Proposal is contingent upon Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance cited in Section 1.4 above.

1.5.2 City Purchasing Rules and Regulations: These Rules and Regulations ("Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of Proposal is contingent upon the Offeror's certification and agreement by submittal of its Proposal, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Office.

1.5.4 Americans with Disabilities Act Compliance: The Offeror certifies and agrees, by submittal of its Proposal, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated thereunder.

1.5.5 Insurance and Bonding Compliance: Acceptance of Proposal is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your Proposal and bonds as required.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its Proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision

relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: The Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its Proposal or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its Proposal in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

Any Proposal received from an Offeror that is, at the time of submitting its Proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP ("Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor resulting from this RFP for cause in accordance with the terms of said contract.

1.5.9 Goods Produced Under Decent Working Conditions: It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its Proposal in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines "under decent working conditions" as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.5.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this RFP is the City of Albuquerque Purchasing Division. Questions regarding this RFP should be directed to the following Purchasing

representative for this solicitation through the online eProcurement system unless otherwise specified in the solicitation:

- Rebbekka Tynan, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division
- Phone: (505) 768-4945 or E-Mail: rtynan@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the City's Department of Municipal Development.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this RFP must be requested in writing not less than ten (10) working days prior to the deadline for the receipt of Proposals to allow sufficient time for a reply to reach all Offerors before the submission of their Proposals. No extension of time will be granted based on submission of inquiries subsequent to the required date nor will such inquiries be answered. All inquiries must be directed to the Purchasing Division as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. All answers will be posted to the online eProcurement System and will constitute Addenda to this RFP.

1.9 Submission of Proposals. The Offeror's sealed Proposal **must be submitted both in hard copy** (see *Sections 1.9.5 through 1.9.7*) **as well as electronically through the eProcurement system** (see *Section 1.9.1*) in the format outlined in Part 2 of this RFP and mailed or delivered pursuant to the following requirements:

1.9.1 Electronic Copy. Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at http://www.cabq.gov/dfa/purchasing/solicitations/solicitations. If you do not have a username and password, please register as this is the only method to submit electronically on Sicomm.net. For assistance, please contact the Sicomm.net technical support at (800) 614-0563 or (505) 341-9201.

1.9.2 Hard Copy. In addition to the electronic submittal, the Offeror must also submit one (1) original and seven (7) copies of its Technical Proposal. The original Proposal shall be clearly marked as "Original" on the cover of the Proposal. In addition, in a separate envelope, clearly marked as "Cost Proposal," submit one (1) original and seven (7) copies of your Cost Proposal for this RFP.

1.9.3 Soft Copy. In addition to the electronic copy, include with your original hard copy Proposal submission, on a CD, DVD, or other media compatible with the City's system, an electronic file of your Technical and Cost Proposals as well as all forms, attachments, exhibits, etc.

1.9.4 Proposal Package Preparation. Proposals and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- ✈Name and Address of Offeror
- ✈Closing Date and Time of RFP

→RFP Number
→RFP Title

1.9.5 Ship, Deliver, or Hand-Carry Sealed Proposals to: Office of the City Clerk, 600 Second St. NW, Plaza Del Sol, 7th Floor Room 720, Albuquerque, New Mexico 87102. **Mark all packages as stated above**. Use this address for packages sent via non United States Postal Service carriers.

1.9.6 Mail Sealed Proposals to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed Proposals to actually be received by the Office of the City Clerk by 4:00 PM (Mountain Time) of the day of closing.

ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK AS SPECIFIED HEREIN.

1.9.7 No other methods of Proposal delivery. Neither telephone, facsimile, nor telegraphic Proposals shall be accepted.

1.9.8 Modification. Proposals may be modified or withdrawn only by written notice, provided such notice is received prior to the Proposal Due Date.

1.9.9 Receipt of Proposals. The only acceptable evidence to establish the time of receipt of Proposals at the City Clerk's Office is the time-date stamp of that Office on the Proposal wrapper or other documentary evidence of receipt maintained by that Office. Since both electronic and hard copy submission is required, the City will treat the time-stamp of the later of the two receipts as the official documentary evidence of receipt.

1.9.10 Acknowledgment of Addenda to the Request for Proposals. Receipt of Addenda to this RFP by an Offeror must be acknowledged a) by signing and returning the Addenda, or b) by letter. Such acknowledgment may be submitted with the Proposal. Such acknowledgment must be received prior to the hour and date specified for receipt of Proposals.

1.10 Modifications to Scope of Services: In the event that sufficient funds do not become available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.11 Draft Agreement: A copy of the Draft Agreement to be entered into is included in the RFP. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions. The Draft Agreement may differ from the final Agreement.

1.12 Contract Term: The contract resulting from this solicitation is anticipated to have two (2) initial term phases of two (2) years each, with possible extensions of up to three (3) five (5) year terms or other mutually agreed upon terms.

1.13 Evaluation Period: The City reserves the right to analyze, examine and interpret any Proposal for a period of ninety (90) days after the hour and date specified for the receipt of Proposals.

1.14 Evaluation Assistance: The City of Albuquerque, in evaluating Proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.15 Rejection and Waiver: The City reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received.

1.16 Award of Contract:

1.16.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.16.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose Proposal conforming to this RFP will be most advantageous to the City as set forth in the Evaluation Criteria.

1.17 Cancellation: This RFP may be canceled for any reasons and any and all Proposals may be rejected in whole or in part when it is in the best interests of the City.

1.18 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.19 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in this RFP.

1.20 Proprietary Data: The file and any documents relating to this RFP, including the Proposals submitted by Offerors, shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, or his designee. An Offeror may designate trade secrets or other proprietary data to be confidential by separating that material from the Offeror's main Proposal, marking it as "Confidential" and uploading it separately from its main Proposal submitted in response to this RFP. **Pricing and makes and models or catalog numbers of items offered, delivery terms, and terms of payment should not be so designated.** The City of Albuquerque will endeavor to restrict distribution of material separated, designated as "Confidential" and provided separately to only those individuals involved in the review and analysis of the Proposals. If a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) is received, however, which request encompasses such materials, they will be disclosed. The City assumes no responsibility to maintain the confidentiality of any materials submitted in response to this RFP. Any Proposal in which a majority of pages are marked as confidential without an apparent justification shall be deemed nonresponsive.

1.21 Preferences: Preferences for local, small and resident or Veterans (state) businesses may be available under the City of Albuquerque Public Purchases Ordinance, for this procurement. See Part

5 of this RFP for additional information. Preferences for local, small and resident or Veterans business shall not apply to competitive solicitations where the cost to the City or revenues to the business will exceed $5,000,000.00.

1.22 Request for Proposals Protest Process:

1.22.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Chief Procurement Officer no later than 5:00 p.m. of the tenth business day prior to the deadline for the receipt of Proposals.

1.22.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed with the Chief Procurement Officer no later than 5:00 p.m. of the tenth business day after the receipt of notice of the Recommendation of Award.

1.22.3 Timely Protests: Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.22.4 How to File: Any Offeror who is aggrieved in connection with a competitive solicitation or recommendation of award of a contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.22.5 Required Information: The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.22.6 Address Letters and Envelopes as Follows:

- City of Albuquerque — RFP Number
- Purchasing Division — PROTEST
- Attn: Chief Procurement Officer
- PO Box 1293
- Albuquerque, New Mexico 87103

1.22.7 Protest Response by Chief Procurement Officer: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Chief Procurement Officer.

1.22.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit. The filing fee of twenty dollars ($20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Chief Procurement Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Chief Procurement Officer following review of the request.

1.23 Insurance:

1.23.1 General Conditions: The City will require the successful Offeror, referred to as the Contractor, to procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

1.23.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.23.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.23.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

$1,000,000	Per Occurrence

$1,000,000	Policy Aggregate
$1,000,000	Products Liability/Completed Operations
$1,000,000	Personal and Advertising Injury
$ 50,000	Fire Legal
$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.23.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than $1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.23.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.23.3.4 Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance in an amount not less than $1,000,000 combined single limit of liability per occurrence with a general aggregate of $1,000,000.

1.23.4 Increased Limits: During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.23.5 Additional Insurance: The City may, as a condition of award of a contract, require a successful Offeror to carry additional types of insurance. The type and limit of additional insurance is dependent upon the type of services provided via the contract by the successful Offeror.

1.24 Bonds

1.24.1 Proposal Bond. A proposal bond in the amount of five percent (5%) of the offer is required for this RFP. Failure to submit a proposal bond with your offer will cause your offer to be rejected. These bonds must be issued on the form attached to this RFP by a surety duly authorized to conduct business in the State of New Mexico and listed on the Department of Treasury's listing of certified companies. A copy of the bond must be

uploaded with your offer and the original bond received by the City no later than three (3) days after the deadline for receipt of offers. The successful Offeror must be named as principal on the bonds. No third party bonds will be accepted. Cashier's checks, letters of credit, cash or other substitutions will not be accepted.

1.24.2 Performance Bond and Labor and Materials Bond. The successful Offeror shall furnish separate surety bonds equal to one hundred percent (100%) of the price specified in the contract each as security for the faithful performance of the contract and for the payment of all labor and materials. These bonds must be issued on the form attached to this RFP by a surety duly authorized to conduct business in the State of New Mexico and listed on the Department of Treasury's listing of certified companies. These bonds must be furnished prior to or at the time of the issuance of a purchase order, but no later than fifteen (15) calendar days after the date of receipt of a written notice of award of a contract resulting from this RFP. The successful Offeror must be named as principal on the bonds. No third party bonds will be accepted. Cashier's checks, letters of credit, cash or other substitutions will not be accepted.

1.25 Pay Equity Documentation. All Proposals shall include a Pay Equity Reporting Form which can be accessed at http://www.cabq.gov/womens-pay-equity-task-force-instructions/albuquerque-pay-equity-initiative-instructions or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must check the box verifying their status on the Pay Equity Reporting Form. Any Proposal that does not include a Pay Equity Reporting Form shall be deemed nonresponsive.

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PART 2

PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

2.1.1 Offeror Identification: State name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.2 Experience:

2.1.2.1 Current Experience. State relevant experience of the company and person(s) who will be actively engaged in the proposed project, including experience of subcontractors. Submit resumes for the individuals who will be performing the services for the City.

2.1.2.2 Past Experience. Describe a minimum of three (3) projects of similar scope and size, which are now complete; state for whom the work was performed, year completed, and a reference person who can be contacted regarding the work. References must be for work performed in the past three to five (3 to 5) years. State relevant experience with other municipalities or government entities.

2.1.3 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services.

2.1.4 Management Summary: Describe individual staff and subcontractor's responsibilities with lines of authority and interface with the City staff. Describe resources to be drawn from in order to complete tasks. Describe the Project Team. **Reference Appendix C, Project Consultant Team Listing.**

2.1.5 Project Schedule: The Project Schedule should contain, at a minimum for each of the Phases set forth in Part 3, Scope of Services, listing of the project's milestones, activities, and deliverables, with intended start and finish dates, and who will be performing each task (individual/firm).

2.1.6 Estimated Average Cost: Provide the estimated average cost per LED retrofit per pole.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Submit your Cost Proposal separately from your technical Proposal. If provided, follow the sample format attached to this RFP.

2.2.2 The Cost Proposal should, at a minimum, contain the following information:

- The cost for Phase I Development of Preliminary Field Assessment and Inventory Plan broken down by the activities or steps shown on the Project Schedule.

- Estimated periodic billing to the City based on the cost of the deliverable items.

- Cost or pricing details should be shown by task. This might include, but is not limited to:

    - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.

    - Purchased materials, unit costs, and quantities.

    - Travel, lodging, and other direct expenses.

    - Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

2.2.3 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in Phase I Development of Preliminary Field Assessment and Inventory Plan.

2.2.4 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other Proposals received. All costs should include any applicable gross receipts taxes. The Offeror should understand that the City will not pay for any amounts not included in the cost Proposal -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

2.2.5 An example of the preferred format is attached to this RFP. Your response to this section will be used in performing a cost/price analysis.

PART 3
SCOPE OF SERVICES

PHASE I
DEVELOPMENT OF PRELIMINARY FIELD ASSESSMENT AND INVENTORY PLAN

1. The Preliminary Field Assessment and Inventory Plan shall be in the following format to include:

   (a) Detailed information of existing street lighting inventory.

   (b) Information verifying work completed during evaluation study by group or area.

   (c) Existing kWh usage versus proposed kWh usage as a result of the implementation plan.

   (d) Existing maintenance costs versus proposed maintenance cost as a result of the Lighting Conversion Implementation Plan (below).

   (e) Potential energy and cost savings as a result of the Lighting Conversion Implementation Plan.

   (f) Recommendations on energy and maintenance cost savings.

   (g) Description and modality of implementing the lighting control system.

   (h) Description of potential cost savings to the City of Offeror provided knockdown and replacement.

   (i) Description of proposed approach to implement rate changes, including coordination with PNM.

2. Develop a proposal for the costs to execute the Preliminary Field Assessment and Inventory Plan.

3. Upon the City's approval of the Preliminary Field Assessment and Inventory Plan and proposal, the project may, at the City's discretion, continue into the Phase II.

PHASE II

IMPLEMENTATION OF PRELIMINARY ASSESSMENT AND INVENTORY PLAN

The implementation of the Preliminary Assessment and Inventory Plan will include the following tasks:

1. Conduct a Preliminary Field Assessment and Inventory of pole and fixture by location, which shall include both City owned and maintained as well as City owned and PNM maintained street lighting. The City will provide Offerors with access to required data and information to complete this task.

2. Conduct a field assessment of pole and fixture condition by location, meter, and feeder string of City owned and maintained as well as City owned and PNM maintained street lighting as identified in the City provided data and information.

3. Provide an assessment of existing pole installation and accessibility issues and any recommendations to address these conditions if warranted.

4. Provide an assessment of existing fixture condition and recommendations for an energy efficient LED solution. **"Reference Exhibit A MSSLC Model Specification for LED Roadway Luminaires"** and "**Reference Exhibit B ROAM System Specification Guideline"** for implementation. The recommendations should include coordination with PNM to consider potential rebates and coordinate any rate modifications necessary for implementation.

5. Provide a validated spreadsheet with existing pole counts, lamp types, wattages, fixture and pole description that includes pole height. Update existing "City Owned and Maintained Spreadsheet". The City will provide data/information.

6. Reconcile City data and information with updated City Grid GIS Maps / PNM data base to essentially form a complete updated data base and GIS map for the City.

7. Provide an assessment of current City repair and maintenance practices with recommendations on methods, equipment and personal required to maintain existing street lighting infrastructure. The City will provide current maintenance practice information.

8. Upon completion of the Phase II tasks, the project may, at the City's discretion, continue into the Phase III.

PHASE III

DEVELOPMENT OF LIGHTING CONVERSION IMPLEMENTATION PLAN

Using the information obtained in the Preliminary Field Assessment and Inventory, develop a Lighting Conversion Implementation Plan to include the following:

1. Detailed information on proposed lighting fixtures, control devices, software and hardware requirements including submittals.

2. Identify proposed schedule, phasing proposed, construction duration by location or by phasing ("Phasing Schedule").

3. Provide GIS based displays showing the Phasing Schedule by group or area.

4. Provide detailed information on lane closure requirements, project duration, equipment and man power requirement per Phasing Schedule.

5. Identify performance test methodology, the method, and systems procedures that identify performance testing of all major lighting system components.

6. Provide description and modality of implementing the lighting control system.

7. Describe startup procedure and detail commissioning process.

8. Identify deliverables method and means of handoff to the City.

9. Propose an energy conservation and maintenance reduction program for both City owned and maintained and City owned and PNM maintained street lighting.

10. Develop a report that identifies potential energy savings and maintenance reduction savings as a result of the Lighting Conversion Implementation.

11. Include equipment and lighting submittals on all major lighting components.

12. All materials proposed shall be listed in the Lighting Conversion Implementation Plan. The Offeror shall propose only materials that are UL listed, IESNA LM-80 tested approved by PNM under Customer Owned LED Fixtures and qualify for PNM rebates if applicable in the proposed Lighting Conversion Implementation Plan. In the event PNM does not have a Street lighting Customer Owner Equipment retail delivery service agreement for Solid State

Lighting SSL Sources in place. The City shall negotiate with PNM for an agreement to be put in place as part of the Lighting Conversion Implementation Plan.

13. All materials proposed shall be made in the USA. The Offeror shall furnish product specifications on all materials and equipment to be used in proposed implementation to ensure that such is made or constructed in the USA. **"Reference Exhibit A MSSLC Model Specification for LED Roadway Luminaires"** and "**Reference Exhibit B ROAM System Specification Guideline"** for implementation.

14. All materials proposed in the Lighting Conversion Implementation Plan shall conform to federal, state, local codes and ordinances, and the City of Albuquerque Lighting Standards. **"Reference Exhibit A MSSLC Model Specification for LED Roadway Luminaires"** and "**Reference Exhibit B ROAM System Specification Guideline"** for implementation.

15. All materials proposed in the Lighting Conversion Implementation Plan shall include all equipment manufacturers, materials and contractor warranties. The City requires a ten (10) year minimum warranty on all equipment and materials.

16. The successful Offeror will be required to conduct Regular Weekly Construction Progress Meetings to keep stakeholders informed. Tasks include:

    (a) Provide description of work completed the prior week and work scheduled for the week with a two week planned look-ahead.

    (b) Methods used to convey information shall be GIS maps, charts, schedules etc.

    (c) Requests for information (RFI's) shall be categorized and logged by requester, date requested, who responded, date responded and response to RFI. Contractor shall provide the City's Representative Project Manager with a copy for project records.

    (d) City's Representative Project Manager shall be kept informed on the progress and issues related to the construction/ implementation plan.

17. Develop a proposal for the costs to execute the Lighting Conversion Implementation Plan. The Lighting Conversion Implementation Plan shall be based on a complete turnkey project that includes total cost: road or lane closure costs, permitting, inspection fees, updated as-built City Street Lights Data, City Grid GIS Maps, and New Mexico Gross Receipts Tax on labor only. Any and all anticipated costs shall be identified in the Lighting Conversion Implementation Plan.

18. Upon the City's approval of the Lighting Conversion Implementation Plan and proposal for the costs, the project may, at the City's discretion, continue into the Phase IV.

PHASE IV

IMPLEMENTATION OF LIGHTING CONVERSION IMPLEMENTATION PLAN

This Phase involves the implementation of the Lighting Conversion Implementation Plan, to include the tasks, deliverables, and activities as designated in the Plan. In addition, the successful Offeror will develop a plan to add lighting on both City-owned roadways and facilities utilizing fiscal savings of the Lighting Conversion Implementation Plan.

PART 4
EVALUATION OF PROPOSALS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the Proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial Proposals.

4.2 Evaluation Criteria. The following general criteria, not listed in order of significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The Proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

200 The Offeror's Past Experience and past performance on projects of similar scope and size; experience and qualifications of the Offeror and personnel as shown on staff resumes and Project Consultant Team Listing to perform tasks described in Part 3, Scope of Services and adequacy of proposed project management and resources to be utilized by the Offeror.

300 The Offeror's Proposed Approach to Tasks and plans to meet the requirements of the RFP.

300 Project Schedule and the overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the Offeror's proposed Project Schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

200 Cost Proposal – The costs proposed by the Offeror as described in Section 2.2 of this RFP to perform the tasks listed in Part 3, Scope of Services, Phase I Preliminary Field Assessment and Inventory Plan. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, Proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost

Proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

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PART 5 - Instructions for PREFERENCE CERTIFICATION FORM For Local, Small or Resident Business Preferences (Goods & Services)

1. ALL INFORMATION MUST BE PROVIDED. A 5% small business preference, a 5% local preference or resident business preference and Veterans preference are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Form **WITH ITS PROPOSAL.** For a Veteran's preference the New Mexico State certification of eligibility MUST be attached. If a Proposal is received without the Forms attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

2. PHYSICAL LOCATION MUST BE STATED. To qualify for the small business or local preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

3. FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR. This Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror. Subcontractors of the Offeror may not be used to qualify a Proposal for a preference and should not complete or submit the Form.

4. APPLICATION OF PREFERENCES. The small business preference and the local business preference will be applied to all Proposals submitted by eligible small businesses. The local preference only will be applied to all Proposals submitted by eligible local businesses which are not small businesses. If there are no Proposals submitted in response to a solicitation that are eligible for the local preference, then the Resident Business Preference will be applied to any Proposals submitted which have provided a valid, State of New Mexico-issued, Resident Business or Resident Manufacturer Certification Number.

5. DEFINITIONS. The following definitions apply:

- The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- A local business is a business with its principal office and place of business in the Greater Albuquerque Metropolitan Area.
- A small business is a local business which employs an average of fewer than 50 full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
- A principal office is the main or home office of the business as identified in tax returns, business licenses and other official business documents.
- A place of business is a location where the business conducts its daily operations, for the general public, if applicable.
- A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the City's Chief Procurement Officer may reduce this requirement, upon receipt of adequate documentation.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within three working days of receipt of the request, documentation to substantiate the information provided on the Form. The City's Chief Procurement Officer shall determine the sufficiency of such documentation.

LOCAL and SMALL VENDOR PREFERENCE AFFIDAVIT OF ELIGILITY

City of Albuquerque
Purchasing Division

One Civic Plaza – 7th Floor
P.O. Box 1293 Room 7012
Albuquerque, NM 87103
Phone: (505) 768-3320
Fax: (505) 768-3355

Preference Type: (Check applicable preference/s)	**[ ] Local-City Business [ ] Small Business**
Legal Name of Firm:	
Contact Person:	Telephone:
E-mail Address:	Fax:

Mailing Address:	Physical Address (if Different):

Number of full-time employees working in the city of Albuquerque:	Attach 941 Tax Form

□ **I certify my company meets the following qualifications to be eligible for local business preference:**
Maintains its principal office and place of business within the Greater Albuquerque Metropolitan Area (City of Albuquerque or Bernalillo County)

1. Such location is staffed with full-time employees.
2. Such location is open to the public on a regular basis.
3. The vendor is operating or performing its business from this location.
4. Note: A post office box shall not be considered a physical business address.

□ **I certify my company meets the following qualifications to be eligible for Small business preference:**

1. Meets the requirements for a Local Business Preference (see above).
2. Employs fewer than fifty (50) full-time employees in a calendar year as demonstrated by the attached 941 I.R.S. Tax Form

□ **I certify that I am attaching the New Mexico State certification of Resident Veteran's Business preference.**

□ **I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the city in an attempt to qualify for a local or small preference shall be prohibited from bidding on City of Albuquerque products and/or services for a period of up to three (3) years.**

Authorized Signature:_____
Date:_____

Printed Name:_____
Title:_____

ACKNOWLEDGMENT

State of New Mexico
County of _____

Signed and sworn to before me on _____ by _____.

_____
Notary
My Commission expires on

PART 6

DRAFT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of_____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, ("City"), and _____, ("Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the _____ Department, P_____, titled "_____", which is Exhibit A to this Agreement; and

WHEREAS, the Contractor submitted its Proposal, dated _____, in response to RFP____-____-___, which Proposal is Exhibit B to this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Provide Street Lighting Evaluation and Implementation, in accordance with Exhibit A as supplemented by Exhibit B.

2. Time of Performance. This Agreement shall have two initial term phases of up to two (2) years each, commencing upon final execution. This Agreement may be extended for of up to three (3) five (5) year terms upon mutual written consent of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of _____ Dollars ($_____), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor in installments, which include any applicable gross receipts taxes, as follows: TBD. Payments shall

be made to the Contractor upon completion of each task, upon receipt by the City of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property to the extent arising out of or resulting from the negligent acts, errors, omissions, and performance by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required

hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Bonds and Insurance. The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.23 and the bonds required in Exhibit A, Section 1.24 been obtained and the proper certificates and riders or endorsements (or policies) have been submitted to the City.

8. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended ("ADA").

9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the ADA which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make

audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

16. Changes. The City may, from time to time, request changes, including changes required by unforeseen circumstances, in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

17. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

19. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this

Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

20. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

22. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

24. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

25. Approval Required. This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

Approved By:

_____
Chief Administrative Officer

Date: _____

_____, Director

Department _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

MSSLC Model Specification for LED Roadway Luminaires

Version 2.0

July 2014

Summary of Changes to the Previous Version (1.0)

1. Formatting changes throughout.
    a. Revised section numbering scheme and linked section references.
    b. Replaced hidden text with comments.
    c. Moved both versions of appendix A (System and Material) to section 4.1 of main text.
    d. Moved nearly all decision points to section 4.1.
2. References section
    a. Added ANSI C82.77-2002 for power factor, THD, etc.
    b. Added ANSI C136.2-2014 for electrical immunity and dielectric withstand.
    c. Deleted ANSI C136.25 since not directly referenced.
    d. Added ANSI C136.41-2013 for "controls-ready" photocontrol receptacle.
    e. Updated RoHS to RoHS II.
    f. Added ENERGY STAR TM-21 Calculator.
    g. Added FCC 47 CFR since directly referenced.
    h. Added FTC "Made in USA" guidance in lieu of ARRA "Buy American."
    i. Deleted IEEE C62.41.2 and C62.45 since not directly referenced.
    j. Deleted IES DG-4, HB-10, and TM-12 since no longer directly referenced.
    k. Updated IES LM-50 to new 2013 version.
    l. Added IES LM-63.
    m. Added LED Lighting Facts URL to align criteria.
    n. Added MSSLC Model Specification for Networked Outdoor Lighting Control Systems.
    o. Added NEMA LSD 63 for manufacturing tolerances and measurement uncertainties.
    p. Deleted NFPA 70 (NEC) since not directly referenced.
    q. Deleted UL 1449 and 8750 since not directly referenced.
3. Clarified that whereas specifications for photocontrol receptacles are included, specifications for photocontrols are not.
4. Clarified FCC restrictions in terms of "Class" rather than "consumer."
5. Updated CCT and Duv criteria to reflect minor changes to the new ANSI standard, and to accommodate slight differences in Nominal CCT between manufacturers.
6. Simplified mesopic multiplier text for clarity and to align with draft IES RP-8 update.
7. Leveraging new LED Lighting Facts guidance that has been adopted by the DesignLights Consortium:
    a. Revised lumen maintenance criteria;
    b. Deleted appendices B (lumen maintenance) and C (product family testing).
8. Deleted appendix D (electrical immunity) to instead leverage ANSI C136.2-2014, which was updated to incorporate the appendix D criteria originally developed by the MSSLC.

Instructions for the Editor (Municipality, Utility, etc.)

This document, as downloaded in its original unedited form from the Consortium website, is intended to be used as a model or template specification. It should be customized to meet the particular needs of each adopting entity (e.g., a municipality or owner). In a number of cases the editor must select from two or more choices for a given parameter (i.e., no single default selection is offered). For example, color temperature preferences vary and no single Kelvin value can be deemed a suitable default for all users. Similarly, a higher degree of corrosion resistance and/or electrical immunity may be required in some locations. The unedited template is not intended to serve as a standard specification, and therefore cannot result in a single list of qualified products—since criteria will vary from municipality to municipality, the acceptability (i.e., relative performance) of a given product may also vary.

In section 4.1, the editor must choose between two tables, which represent two different and incompatible approaches to summarizing key photometric performance criteria:

- the "System" table emphasizes *application* efficacy—this approach characterizes luminaire performance based on site characteristics such as mounting height, pole spacing, number of vehicular lanes, and required illumination;
- the "Material" table relies on *luminaire* efficacy—this simplified approach characterizes luminaire performance without consideration of site characteristics.

It is important that only ONE of the two tables provided in section 4.1 be used for any given luminaire designation (e.g., a 100 W HPS cobrahead replacement). If both tables were used for the same luminaire designation, luminaire efficacy could (inappropriately) negate application efficacy, potentially resulting in the inadvertent exclusion of superior luminaires from consideration. The System approach is recommended since it provides a more direct measure of performance.

Following are a number of additional important notes:

- Consider hiring a qualified lighting consultant if the criteria in this document are unfamiliar.
- Consider differentiating between mandatory and optional criteria (e.g., preference might be given to manufacturers offering—and substantiating—longer warranty periods).
- A number of Word "comment" objects are included in this document to guide the editor. These comments should be hidden when printing (go to File-Print-Settings and uncheck Print Markup), and may be permanently removed by deleting individually or as a group (Review-Comments-Delete, Delete All Comments in Document). *But be sure to review all preloaded comments before you hide or delete them!*
- A number of Word "cross-reference" objects are used in this document to link callouts in text to referenced content elsewhere in the document. These cross-references can be created using the References tab, and can be updated throughout by selecting all text and then hitting the F9 key.
- The submittal form in Appendix B is not a part of this specification; it is for use by manufacturers and should not be completed by the owner.

1.0 NORMATIVE REFERENCES

The publications listed below form a part of this specification to the extent referenced. Publications are referenced within the text by their basic designation only. Versions listed shall be superseded by updated versions as they become available.

American National Standards Institute (ANSI)

- C78.377-2011 (or latest), American National Standard for the Chromaticity of Solid State Lighting Products
- C82.77-2002 (or latest), American National Standard for Harmonic Emission Limits - Related Power Quality Requirements for Lighting Equipment
- C136.2-2014 (or latest), American National Standard for Roadway and Area Lighting Equipment – Dialectric Withstand and Electrical Immunity Requirements
- C136.10-2010 (or latest), American National Standard for Roadway and Area Lighting Equipment – Locking-Type Photocontrol Devices and Mating Receptacles— Physical and Electrical Interchangeability and Testing
- C136.15-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment – Luminaire Field Identification
- C136.22-2004 R2009 (or latest), American National Standard for Roadway and Area Lighting Equipment – Internal Labeling of Luminaires
- C136.31-2010 (or latest), American National Standard for Roadway Lighting Equipment – Luminaire Vibration
- C136.37-2011 (or latest), American National Standard for Roadway and Area Lighting Equipment - Solid State Light Sources Used in Roadway and Area Lighting
- C136.41-2013 (or latest), American National Standard for Roadway and Area Lighting Equipment—Dimming Control Between an External Locking Type Photocontrol and Ballast or Driver

American Society for Testing and Materials International (ASTM)

- B117-11 (or latest), Standard Practice for Operating Salt Spray (Fog) Apparatus
- D523-08 (or latest), Standard Test Method for Specular Gloss
- D1654-08 (or latest), Standard Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments

- G154-06 (or latest), Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

ENERGY STAR®

- ENERGY STAR TM-21 Calculator, rev. 020712 (or latest, www.energystar.gov/TM-21Calculator)

Federal Communications Commission (FCC)

- 47 CFR Part 15, Telecommunication – Radio Frequency Devices

Federal Trade Commission (FTC)

- Complying with the Made in USA Standard, December 1998 (http://business.ftc.gov/advertising-and-marketing/made-usa)

- Green Guides, 16 CFR Part 260, Guides for the Use of Environmental Marketing Claims

Illuminating Engineering Society of North America (IESNA or IES)

- LM-50-13 (or latest), IES Approved Method for Photometric Measurement of Roadway and Street Lighting Installations

- LM-61-06 (or latest), IESNA Approved Guide for Identifying Operating Factors Influencing Measured Vs. Predicted Performance for Installed Outdoor High Intensity Discharge (HID) Luminaires

- LM-63-02 (R2008 or latest), ANSI/IESNA Standard File Format for the Electronic Transfer of Photometric Data and Related Information

- LM-79-08 (or latest), IESNA Approved Method for the Electrical and Photometric Measurements of Solid-State Lighting Products

- LM-80-08 (or latest), IESNA Approved Method for Measuring Lumen Maintenance of LED Light Sources

- RP-8-00 (or latest), ANSI / IESNA American National Standard Practice for Roadway Lighting

- RP-16-10 (or latest), ANSI/IES Nomenclature and Definitions for Illuminating Engineering

- TM-3-95 (or latest), A Discussion of Appendix E - "Classification of Luminaire Lighting Distribution," from ANSI/IESNA RP-8-83

- TM-15-11 (or latest), Luminaire Classification System for Outdoor Luminaires

- TM-21-11 (or latest), Projecting Long Term Lumen Maintenance of LED Light Sources

International Electrotechnical Commission (IEC)

- 60929 Annex E, Control Interface for Controllable Ballasts (0-10V)
- 62386, Digital Addressable Lighting Interface (DALI)

LED Lighting Facts

- Submission Requirements (http://www.lightingfacts.com/About/Content/Manufacturers/SubmissionRequirements)

Municipal Solid-State Street Lighting Consortium (MSSLC)

- Model Specification for Networked Outdoor Lighting Control Systems, V2.0 (or latest)

National Electrical Manufacturers Association (NEMA)

- LSD 63-2012, Measurement Methods and Performance Variation for Verification Testing of General Purpose Lamps and Systems

Underwriters Laboratories (UL)

- 1598 Third Edition (or latest), Luminaires

2.0 RELATED DOCUMENTS

2.1 Contract Drawings and conditions of Contract (including General Conditions, Addendum to the General Conditions, Special Conditions, Division 01 Specifications Sections and all other Contract Documents) apply to the work of this section.

2.2 Companion specification for ANSI-compliant photocontrols.

- Existing photo control shall be evaluated as some fixtures are individually controlled with a (3) prong photo control device mounted to the fixture or entire fixture groups are controlled by a single photo control device. Photo control devices shall follow ANSI C136.10-2010 Standards for Photo Controls.

3.0 DEFINITIONS

3.1 Lighting terminology used herein is defined in IES RP-16. See referenced documents for additional definitions.

3.1.1 Exception: The term “driver” is used herein to broadly cover both drivers and power supplies, where applicable.

3.1.2 Clarification: The term “LED light source(s)” is used herein per IES LM-80 and TM-21 to broadly cover LED package(s), module(s), and array(s).

4.0 PRODUCT REQUIREMENTS

4.1 Tabulated summary of key parameters and product criteria, separately characterize criteria for different luminaire designations (e.g., 70W and 400W HPS replacements) and/or to ensure adequate performance in more than one scenario.

Luminaire Designation: " for various HPS –MH "
System Specification Method

SITE PARAMETERS (*See drawings in Appendix A*)				
ROADWAY DATA	Median width (including curbs, gutters, and shoulders)			0 ft
	Number of vehicular lanes (total on both sides of median)			2
	Width of one vehicular lane			11 ft
	Shoulder width (including gutter and curb)			7 ft
	IES pavement class.	☐ R1 ☐ R2 ☑ R3 ☐ R4		
SIDEWALK DATA	Berm width (from curb to sidewalk)			5 ft
	Sidewalk width			5 ft
	Sidewalk on	☑ Both sides of street ☐ Pole side ☐ Other side		
LIGHT POLE DATA	Luminaire mounting height			27 ft
	Arm length (horizontal)			6 ft
	Luminaires per pole			1
	Pole set-back from curb			2 ft
	Pole spacing (one pole cycle, parallel to path of travel)			150 ft
	Pole layout	☑ One side ☐ Opposite ☐ Staggered ☐ Median		
PERFORMANCE CRITERIA				
MAINTAINED ROADWAY ILLUMINATION				
PHOTOPIC ILLUMINANCE	Average horizontal illuminance at pavement			4.0 lux (0.4 fc)
	Avg:min uniformity ratio			6.0
	Max:min uniformity ratio			n/a
DISABILITY GLARE	Max. veiling luminance ratio			0.4
MAINTAINED SIDEWALK ILLUMINATION				
PHOTOPIC ILLUMINANCE	Average horizontal at pavement			2.0 lux (0.2 fc)
	Avg:min uniformity ratio (horizontal)			4.0
	Min. vertical illum. at 4.9 ft, in directions of travel			1.0 lux (0.1 fc)
LED LUMINAIRE				
INPUT POWER	Max. nominal luminaire input power (or range as applicable)			108 Watts
VOLTAGE	Nominal luminaire input voltage (or range as applicable)			120 V
LUMEN MAINT.	Min. % of initial output at 36,000 hours operation			90%
WARRANTY	Min. luminaire warranty			10 years
NOMINAL CCT	Rated correlated color temperature			4100 ± 200 K
BUG RATINGS	Max. nominal backlight-uplight-glare ratings			B1-U2-G1
FINISH	Luminaire housing finish color (pole finish dependent)			Gray
WEIGHT	Luminaire weight (consult manufacture AASHTO wind-speed data)			20-30 lb
EPA	Max. effective projected area (verify load ratings of mast-arm and pole data)			0.7 ft^2
MOUNTING	Method	☐ Post-top ☐ Side-arm ☐ Trun./yoke ☐ Swivel-tenon		
	Tenon nominal pipe size (NPS)			2 inches
VIBRATION	ANSI C136.31	☑ Level 1 (normal) ☐ Level 2 (bridge/overpass)		
THERMAL ENVIRONMENT	Typical min. ambient temperature during operation			-20 °C
	Typical max. ambient temperature during operation			40 °C
ELECTRICAL IMMUNITY	ANSI C136.2 Comb. Wave Test Level	☑ Basic (6kV / 3kA)	☐ Enhanced (10kV / 5kA)	☐ Elevated (20kV / 10kA)

CONTROL INTERFACE	☐ None	☑ ANSI C136.10 (3-pin)	☐ ANSI C136.41, 5-pin	☐ ANSI C136.41, 7-pin
LED DRIVER	☑ Not dimmable	☑ Dimmable, 0-10V (IEC 60929)	☐ Dimmable, DALI (IEC 62386)	

4.2 General requirements ,products shall be selected on the basis of best value, rather than lowest price.

4.2.1 Luminaires shall satisfy the key criteria summarized in section 4.1.

4.2.2 Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the environment (e.g., electromagnetic, thermal, mechanical, chemical).

4.2.3 Luminaire shall be designed for ease of component replacement and end-of-life disassembly.

4.2.4 LED light source(s) and driver(s) shall be RoHS compliant.

4.2.5 Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.

4.2.6 Luminaire shall accept the voltage or voltage range specified at 50/60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent.

4.2.7 All internal components shall be assembled and pre-wired using modular electrical connections.

4.2.8 The following shall be in accordance with corresponding sections of ANSI C136.37.

4.2.8.1 Wiring and grounding

4.2.8.2 Terminal blocks for incoming AC lines (electrical mains wires)

4.2.8.3 Photocontrol receptacle

4.2.8.4 Latching and hinging

4.2.8.5 Mounting provisions

4.2.8.6 Ingress protection

4.3 Painted or finished luminaire surfaces exposed to the environment

4.3.1 Shall exceed a rating of six per ASTM D1654 after 1000 hours of testing per ASTM B117.

4.3.2 The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.

4.4 Thermal management

4.4.1 Luminaire shall start and operate in ambient temperature range specified.

4.4.2 Maximum rated case temperature of driver and other internal components shall not be exceeded when luminaire is operated in ambient temperature range specified.

4.4.3 Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.

4.4.4 Liquids or other moving parts shall be clearly indicated in submittals, shall be consistent with product testing, and shall be subject to review by Owner.

4.5 LED driver, photocontrol receptacle, and control interface

4.5.1 Luminaire designation(s) indicated “None” in section 4.1 need not accept a control signal, and do not require a dimmable driver. If luminaire cannot be furnished without photocontrol receptacle, luminaire shall be furnished with ANSI C136.10 compliant photocontrol receptacle and shorting cap as directed by Owner.

4.5.2 Luminaire designation(s) indicated “ANSI C136.10, 3-pin” in section 4.1 shall be fully prewired and shall incorporate an ANSI C136.10 compliant receptacle. If a dimmable LED driver is specified, its control wires shall be accessible and electrically isolated.

4.5.3 Luminaire designation(s) indicated “ANSI C136.41, 5-pin” in section 4.1 shall be fully prewired and shall incorporate an ANSI C136.41 compliant receptacle. If a dimmable LED driver is specified, its 0-10V or DALI control wires shall be connected to the receptacle pads as specified in ANSI C136.41.

4.5.4 Luminaire designation(s) indicated “ANSI C136.41, 7-pin” in section 4.1 shall be fully prewired and shall incorporate an ANSI C136.41 compliant receptacle. If a dimmable LED driver is specified, its 0-10V or DALI control wires shall be connected to the receptacle pads as specified in ANSI C136.41; connection of the two remaining pads shall be by Supplier, as directed by Owner.

4.6 Electrical safety testing

4.6.1 Luminaire shall be listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Testing Laboratory (NRTL).

4.6.2 Luminaire shall have locality-appropriate governing mark and certification.

4.6.3 Luminaire shall meet the performance requirements specified in ANSI C136.2 for dielectric withstand, using the DC test level and configuration.

4.7 Electrical immunity

4.7.1 Luminaire shall meet the performance requirements specified in ANSI C136.2 for electrical immunity, using the combination wave test level indicated in section 4.1.

4.7.2 Manufacturer shall indicate on submittal form (Appendix B) whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.

4.8 Interference and power quality

4.8.1 Luminaire shall comply with FCC 47 CFR part 15 interference criteria for Class A (non-residential) digital devices. (For residential areas) FCC 47CFR part 15 interference criteria for Class B shall be required. Reference FCC 47 CFR 15.105.

4.8.2 Luminaire shall comply with section 5.2.5 (luminaires rated for outdoor use) of ANSI C82.77 at full input power and across specified voltage range.

4.9 Color attributes

4.9.1 Color Rendering Index (CRI) shall be no less than 60.Comply with IEDNA RP-20-98 Annex A

4.9.2 Nominal Correlated Color Temperature (CCT) shall be as specified in section 4.1.

4.9.2.1 If submitted nominal CCT is listed in Table 4.1 below, measured CCT and Duv shall be as listed in Table 4.1.

Table 4.1. Allowable CCT and Duv (adapted from ANSI C78.377)

Manufacturer-Rated Nominal CCT (K)	Allowable IES LM-79 Chromaticity Values	
	Measured CCT (K)	Measured Duv
2700	2580 to 2870	-0.006 to 0.006
3000	2870 to 3220	-0.006 to 0.006
3500	3220 to 3710	-0.005 to 0.007
4000	3710 to 4260	-0.005 to 0.007
4500	4260 to 4746	-0.004 to 0.008
5000	4746 to 5311	-0.004 to 0.008
5700	5312 to 6020	-0.003 to 0.009
6500	6022 to 7040	-0.003 to 0.009

4.9.2.2 If submitted nominal CCT is not listed in Table 4.1, measured CCT and Duv shall be as per the criteria for Flexible CCT defined in ANSI C78.377.

4.10 Identification

4.10.1 Luminaire shall have an external label per ANSI C136.15.

4.10.2 Luminaire shall have an internal label per ANSI C136.22.

5.0 REQUIRED SUBMITTALS, format shall be digital and word document.

5.1 Completed Appendix B submittal form

5.1.1 Family grouping in accordance with LED Lighting Facts is permitted, provided this is clearly indicated on the submittal form provided in Appendix B, and clearly communicated via a letter that includes detailed calculations relating the tested product(s) to the submitted product.

5.2 Product cutsheets

5.2.1 Luminaire cutsheets

5.2.2 Cutsheets for LED light source(s)

5.2.3 Cutsheets for LED driver(s)

5.2.3.1 If dimmable LED driver is specified, provide diagrams illustrating light output and input power as a function of control signal.

5.2.4 Cutsheets for surge protection device, if applicable

5.3 Instructions for installation and maintenance

5.4 Summary of luminaire recycled content and recyclability

5.4.1 Shall be in accordance with the FTC Green Guides, expressed as a percentage of luminaire weight.

5.5 IES LM-80 and TM-21 luminaire photometric report(s)

5.5.1 Shall be produced by the test laboratory

5.5.1.1 The test laboratory shall satisfy LED Lighting Facts accreditation requirements.

5.5.2 Shall include the following information

5.5.2.1 Name of test laboratory

5.5.2.2 Report number

5.5.2.3 Date

5.5.2.4 Complete luminaire catalog number

5.5.2.5 Description of luminaire, LED light source(s), and LED driver(s)

5.5.2.6 Goniophotometry

a. IES TM-15 Backlight-Uplight-Glare (BUG) ratings shall be for initial (worst-case) values, i.e., Light Loss Factor (LLF) = 1.0.
b. If luminaires are tilted upward for calculations in section 5.6.2, BUG ratings shall correspond to the same angle(s) of tilt.

5.6 Lumen maintenance calculations and supporting test data

5.6.1 Shall be in accordance with LED Lighting Facts guidance.

5.6.1.1 Exception: calculations shall be based on the cumulative hours of operation specified in section 4.1.

5.6.2 Submit completed ENERGY STAR TM-21 Calculator as an electronic Excel file.

5.7 Computer-generated point-by-point photometric analysis of maintained light levels

5.7.1 Calculation/measurement points shall be per IES RP-8. Separated vehicular lanes, bikeways, and walkways shall be evaluated separately.

5.7.2 Calculations shall be for maintained values, i.e. Light Loss Factor (LLF) < 1.0, where LLF = LLD x LDD x LATF, and

5.7.2.1 Lamp Lumen Depreciation (LLD) shall be 0.90 or the value calculated in section 5.6, whichever is lower.

5.7.2.2 Luminaire Dirt Depreciation (LDD) = 0.90

5.7.2.3 Luminaire Ambient Temperature Factor (LATF) = 0.96

5.7.3 Mesopic multipliers (i.e., effective luminance factors) shall not be used. All values shall assume photopic visual adaptation.

5.7.4 Submit IES LM-63 format electronic file containing luminous intensity data associated with submitted LM-79 report(s) and used for point-by-point calculations.

5.8 Summary of Joint Electron Devices Engineering Council (JEDEC) or Japan Electronics and Information Technology Industries (JEITA) reliability testing performed for LED packages

5.9 Summary of reliability testing performed for LED driver(s)

5.10 Written product warranty as per section 7.0 below

5.11 Safety certification and file number indicating compliance with UL 1598

5.11.1 Applicable testing bodies are determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) and include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratory).

5.12 Documentation supporting any U.S. origin claims for the product, in accordance with FTC guidance.

6.0 QUALITY ASSURANCE

6.1 Before approval and purchase, Owner may request luminaire sample(s) identical to product configuration(s) submitted for inspection. Owner may request IES LM-80 testing of luminaire sample(s) to verify performance is within manufacturer-reported tolerances.

6.2 Electrically test fully assembled luminaires before shipment from factory.

6.3 After installation, Owner may perform IES LM-50 field measurements to verify performance requirements, giving consideration to manufacturing tolerances and measurement uncertainties as outlined in IES LM-61 and NEMA LSD 63.

7.0 WARRANTY

7.1 Warranty shall be of the minimum duration specified in section 7.3, and shall cover maintained integrity and functionality of the following

7.1.1 Luminaire housing, wiring, and connections

7.1.2 LED light source(s)

7.1.2.1 Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.

7.1.3 LED driver(s)

7.2 Warranty period shall begin 90 days after date of invoice, or as negotiated by owner such as in the case of an auditable asset management system.

7.3: Warranty shall be for a minimum duration of ten (10) years.

8.0 MANUFACTURER SERVICES

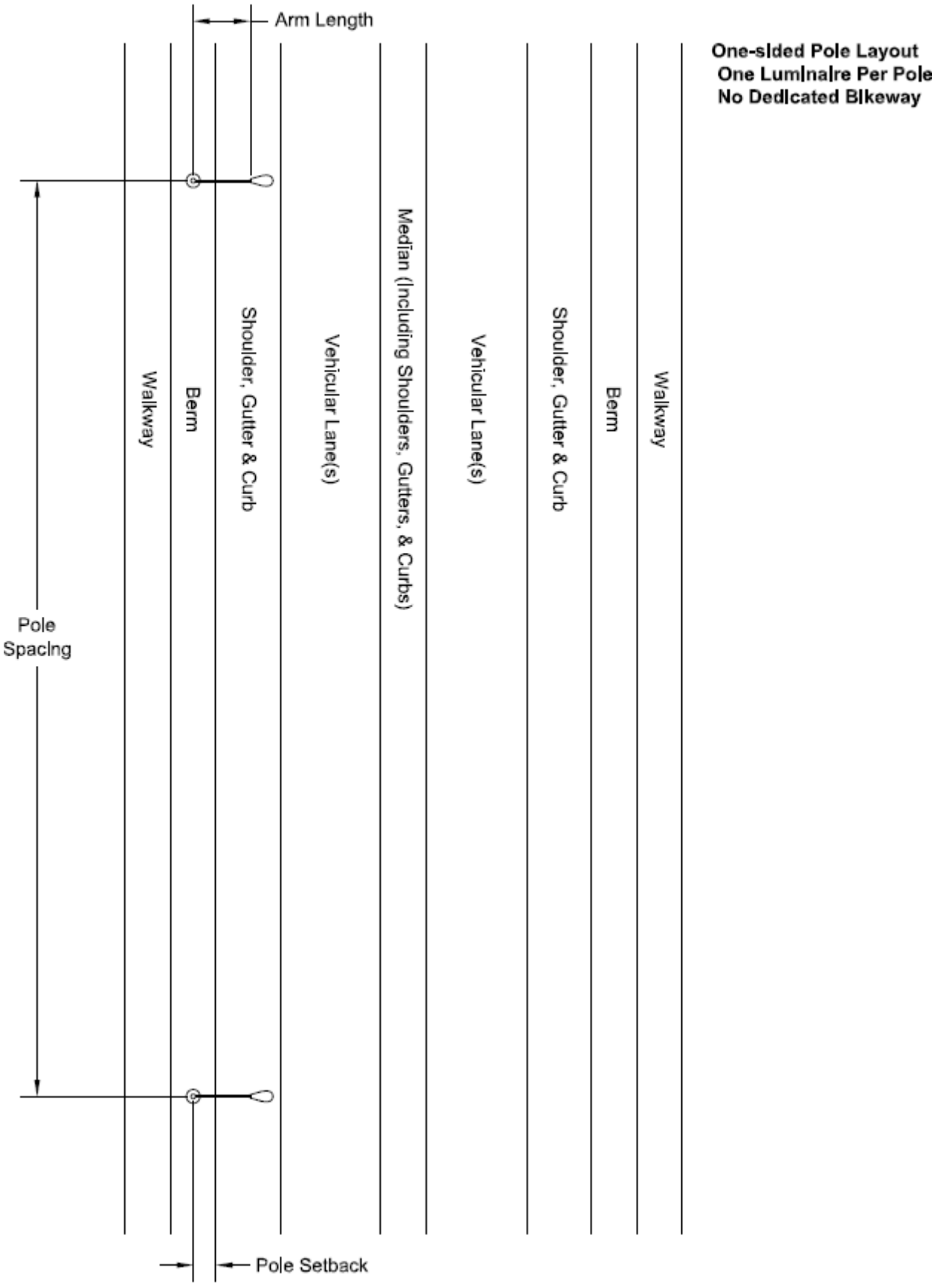
8.1 Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

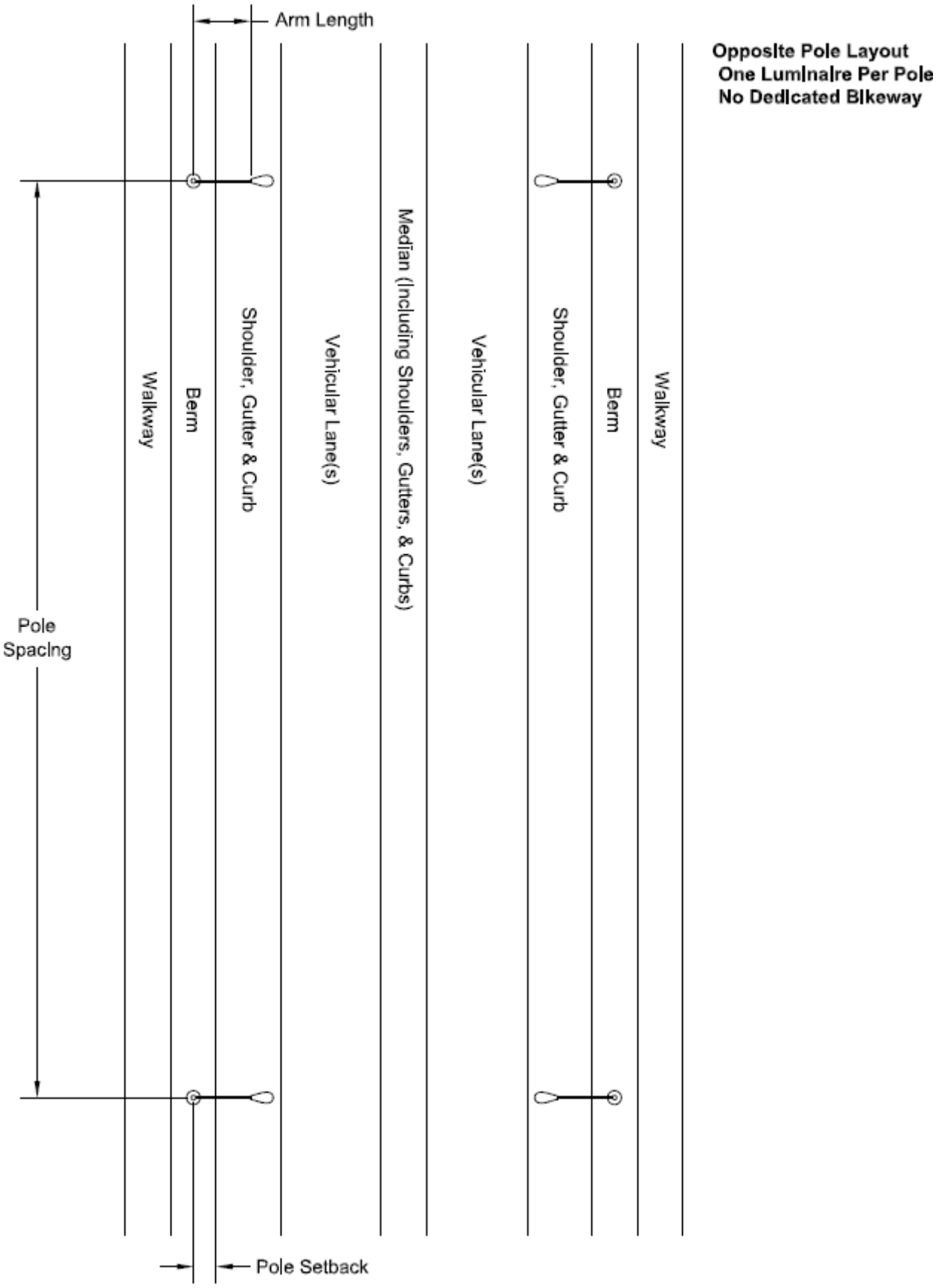
9.0 ELIGIBLE MANUFACTURERS

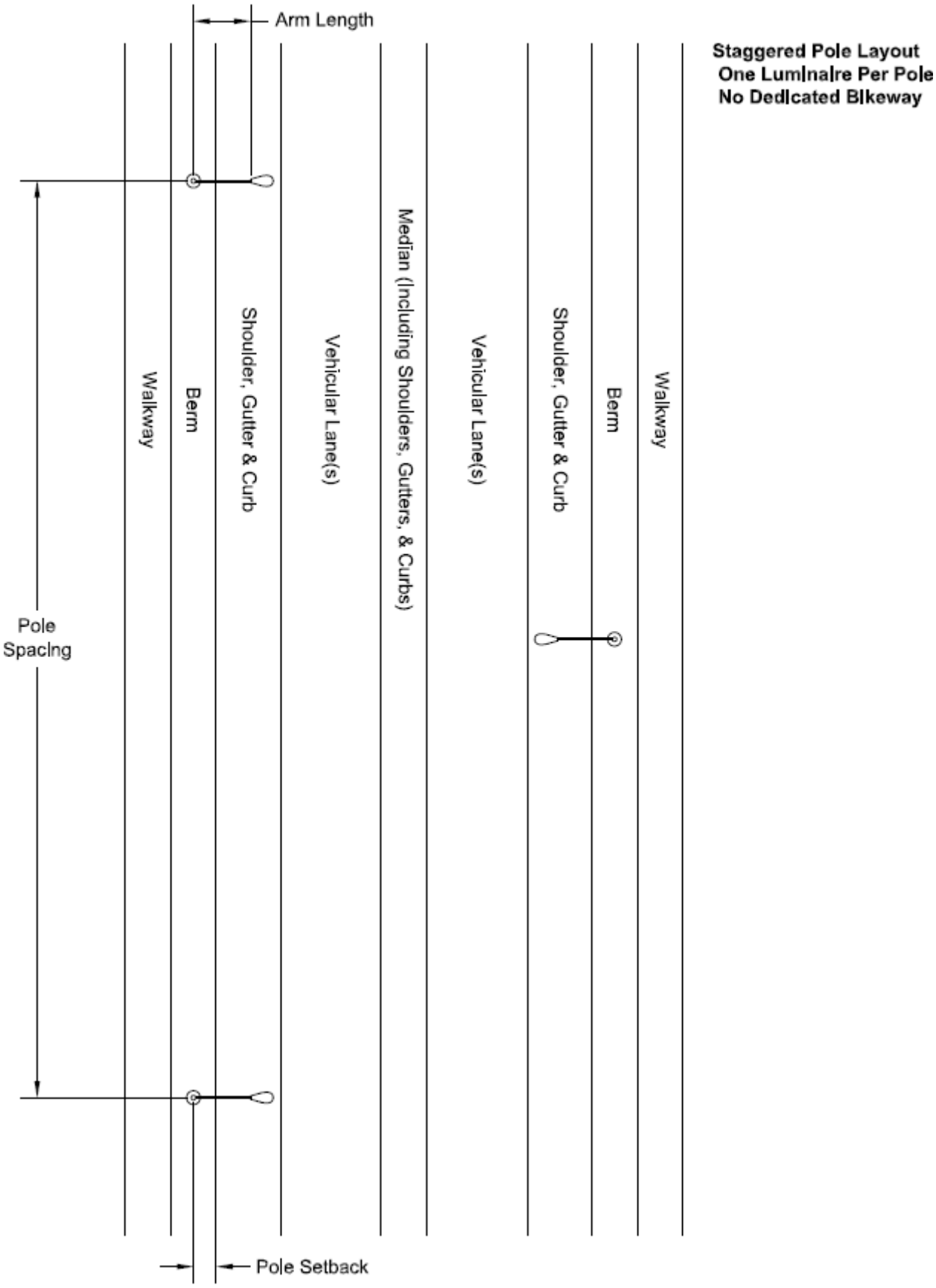
9.1 Any manufacturer offering products that comply with the required product performance and operation criteria may be considered.

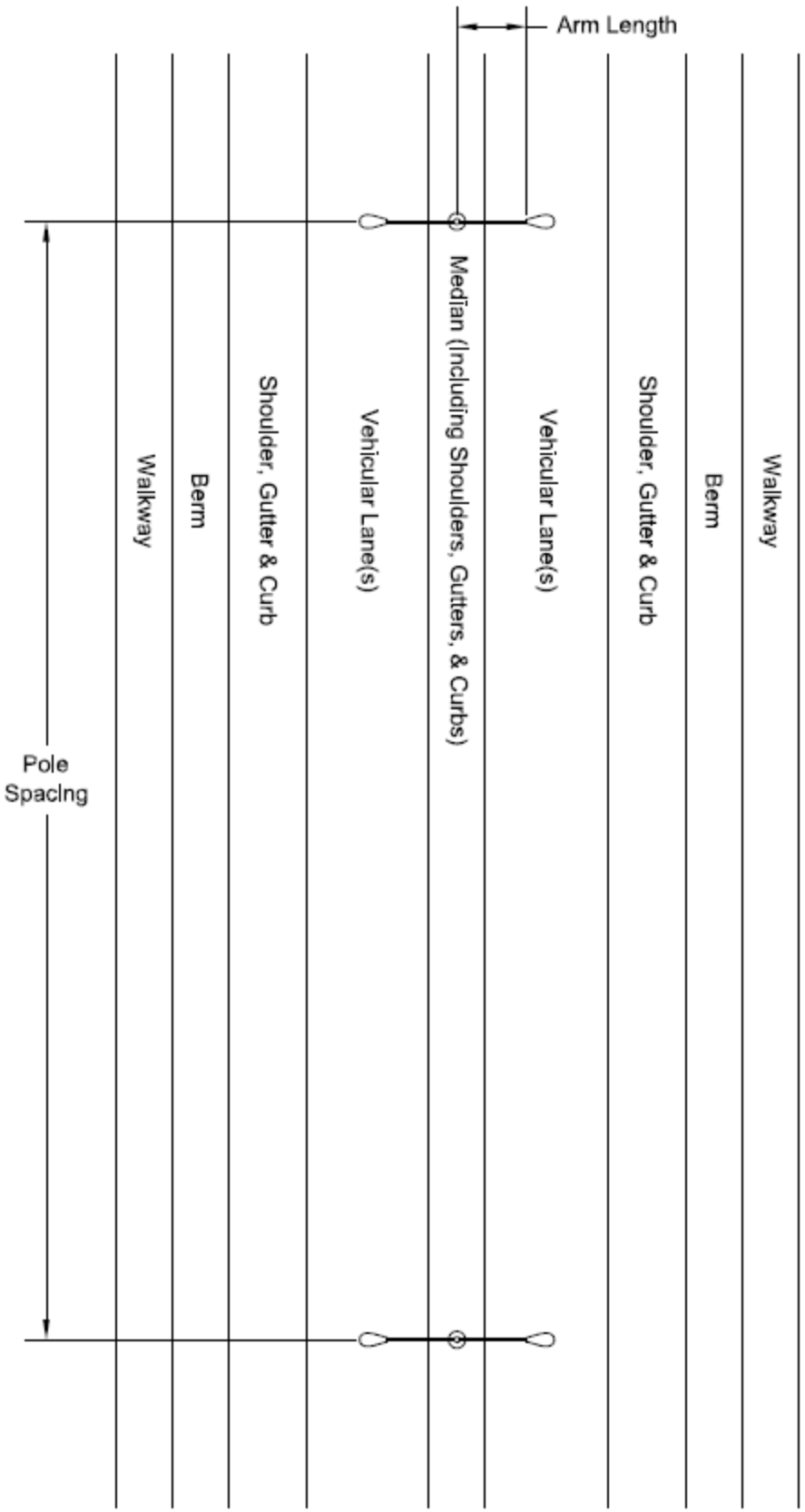
Appendix A — Pole Layout Illustrations

The plan-view drawings provided on the following pages illustrate pole layouts indicated in the “system” specification method of section 4.1. These drawings are not to scale.


One-sided Pole Layout
One Luminaire Per Pole
No Dedicated Bikeway
Arm Length
Walkway
Berm
Shoulder, Gutter & Curb
Vehicular Lane(s)
Median (Including Shoulders, Gutters, & Curbs)
Vehicular Lane(s)
Shoulder, Gutter & Curb
Berm
Walkway
Pole Spacing
Pole Setback


Opposite Pole Layout
One Luminaire Per Pole
No Dedicated Bikeway
Arm Length
Walkway
Berm
Shoulder, Gutter & Curb
Vehicular Lane(s)
Median (Including Shoulders, Gutters, & Curbs)
Vehicular Lane(s)
Shoulder, Gutter & Curb
Berm
Walkway
Pole
Spacing
Pole Setback


Staggered Pole Layout
One Luminaire Per Pole
No Dedicated Bikeway
Arm Length
Walkway
Berm
Shoulder, Gutter & Curb
Vehicular Lane(s)
Median (Including Shoulders, Gutters, & Curbs)
Vehicular Lane(s)
Shoulder, Gutter & Curb
Berm
Walkway
Pole
Spacing
Pole Setback


Arm Length
Median Pole Layout
Two Luminaires Per Pole
No Dedicated Bikeway
Walkway
Berm
Shoulder, Gutter & Curb
Vehicular Lane(s)
Median (Including Shoulders, Gutters, & Curbs)
Vehicular Lane(s)
Shoulder, Gutter & Curb
Berm
Walkway
Pole
Spacing

Appendix B — Product Submittal Form

Luminaire designation	range as applicable			
Luminaire manufacturer				
Luminaire model number				
Nominal IES TM-15 BUG ratings	B =	U =	G =	
Product family testing	☐ Submitted product is identical to tested product	☐ Submitted product differs from tested product(s) as explained in attached letter		
Housing finish color				
Tenon nominal pipe size	inches			
Nominal luminaire weight	lb			
Nominal luminaire EPA	ft^2			
Nominal luminaire input voltage	V			
Control interface	☐ None	☐ ANSI C136.10 (3-pin)	☐ ANSI C136.41, 5-pin	☐ ANSI C136.41, 7-pin
LED driver	☐ Not dimmable	☐ Dimmable, 0-10V (IEC 60929)	☐ Dimmable, DALI (IEC 62386)	
Electrical immunity—ANSI C136.2 combination wave test level	☐ Basic (6kV / 3kA)	☐ Enhanced (10kV / 5kA)	☐ Elevated (20kV / 10kA)	
Upon failure of electrical immunity system	☐ Possible disconnect	☐ No possible disconnect		
ANSI C136.31 vibration test level	☐ Level 1 (Normal)	☐ Level 2 (bridge/overpass)		
Thermal management	☐ Liquids or moving parts	☐ No liquids or moving parts		
Luminaire warranty period	Years			
Rated life of LED driver(s)	Hours			
IES LM-80 test duration	Hours			
LED lumen maintenance *	☐ Reported (restricted)	☐ Calculated (unrestricted)		
Make/model of LED light source(s)				
	Nominal value	Tolerance (%)		
Luminaire input power—initial	W	W		
Luminaire input power—maintained **	W	W		
LED drive current—initial	mA	mA		
LED drive current—maintained **	mA	mA		
In-situ LED T_s	°C	°C		
LED lumen maintenance **	%	%		
CCT	K	K		
Additional product description				

* Manufacturer shall indicate which is applicable (check only one box) as per section 5.6. According to IES TM-21, “Reported” values are restricted to 5.5x or 6x (depending on sample size) the duration of IES LM-80 testing, whereas “Calculated” (i.e., projected) values are unrestricted.

** As per section 5.6.

Appendix B1
ROAM 120V-277V Node Control Specification Guideline
Division 16520

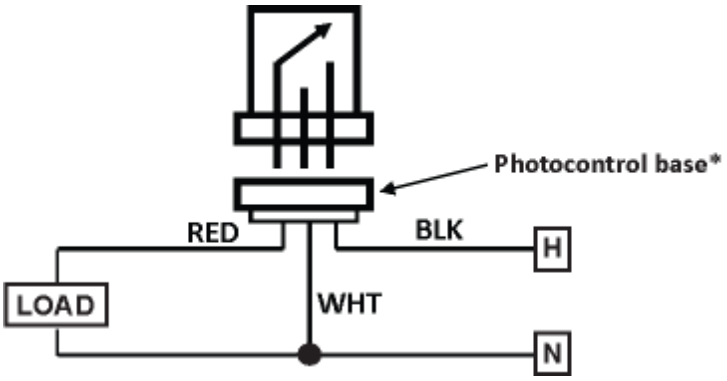
PART 1. GENERAL

1.1 INTRODUCTION

A. The intent of this specification is to provide for furnishing, installing, testing and placing into *operation, a networked locking type photocontrol for outdoor luminaire.*

1.2 DESCRIPTION OF WORK

A. Provide a locking type photocontrol for outdoor lighting
B. Requirements are indicated elsewhere in these specifications.
C. Follow the following wiring diagram:



1.3 QUALITY ASSURANCE

A. Manufacturer experience - to insure a uniform installation and single responsibility, all switching equipment described herein shall be supplied by a manufacturer with a minimum of 10 years experience in lighting control systems.

B. Manufacturer shall be:
ROAM
3825 Columbus Rd. SW
Granville, Oh. 43023
800-442-6745
http://www.roamservices.net

C. Manufacturing Location shall be ISO certified.
D. Product shall be ROAM. Alternate products meeting prior approval requirements may be proposed as add or deduct alternate only.

1.4 CODES AND STANDARDS
A. ANSI C136.10
B. FCC part 15

1.5 SUBMITTALS

Prior to fabrication manufacture shall submit the following materials for approval.

A. Manufacturer's published catalog data sheets for the photocontrols.
B. Shop Drawings - Submit detailed drawings and documentation of photocontrols. As a minimum, the shop drawings shall include the following:
    1. Wiring diagrams
    2. Full catalog sheets

PART 2. PRODUCTS

2.1 SYSTEM DESCRIPTION

A. The photocontrol shall control all luminaire on which it is installed.
B. The photocontrol shall be a locking type photocontrol as per ANSI C136.10
C. The photocontrol location shall be associated with GPS coordinates collected during the activation process
D. The photocontrol shall communicate with other controls and gateway devices via radio signal

2.2 RATINGS

A. Photocontrol shall have a rated line voltage of 100-305 Volts AC at 60 Hertz
B. Photocontrol shall have a maximum load rating of 1800VA/1000W
C. Photocontrol shall operate all HID, halogen, incandescent, LED, solid state, fluorescent, and relay loads
D. Photocontrol shall consume a maximum of 2.2 Watts at 120 Volts AC
E. Photocontrol shall turn ON in 1.5 ± 0.5 foot candles
F. Photocontrol shall turn OFF at 1.5 times the level it turns ON.
G. Photocontrol shall fail ON as per definitions in ANSI C136.10
H. Photocontrol shall have a 2.5-5 second delay before turning ON
I. Photocontrol shall have a 2.5-5 second delay before turning OFF
J. Photocontrol shall operate in -40 degrees to 185 degrees Fahrenheit (-40 degrees to 85 degrees Celsius) ambient temperatures
K. Photocontrol shall withstand an Interface Temperature of 90 degrees Celsius where Interface Temperature is defined in ANSI C136.10

2.3 HARDWARE

A. Housing
    1. The housing shall be 2.75 inches (69.85 millimeters) high and 3.16 inches (80.26 millimeters) in diameter
    2. The photocontrol shall weigh 4.3 ounces (121.9 grams)
    3. Housing of photoelectric control shall be polypropylene or polycarbonate
    4. Housing shall be made of an impact and UV resistant material.
        a.) Photocontrol shall have an impact resistance of greater than 1.0 ft-lbs at -20ºC
        b.) Photocontrol shall pass an impact test after 1000 hours in a QUV chamber
        • Color shift shall not be more than one Pantone number after the QUV test
    5. Photocontrol shall withstand a drop of three feet to a concrete floor without causing damage to the casing or changing electrical operation

B. Housing Labeling
    1. Directional arrows marked "INSTALL" and "REMOVE" shall be molded on the top of the casing

2. A directional arrow marked “NORTH” shall be molded on the top of the casing so an installed knows how to properly line up the photocontrol.
3. The bottom of the photocontrol casing shall be stamped with month and year lists to enable installers to indicate an installation and removal date via pencil hash marks on the casing.
    a.) This stamp shall consist of three concentric partial rings.
    b.) The rings are broken by a small label box spanning all three rings.
    c.) The outermost and innermost rings are blank by default.
    d.) The center ring includes the numbers 1-12 to the left to indicate month and a list of 10 or more consecutive two digit years to the right.
    e.) The label box shall indicate the outer ring is for installation information, the inner ring for removal information, the left side of the center ring is for the month, and the right side of the center ring is for the year. Abbreviations such as “mo” and “yr” are acceptable if space is limited.

C. Base Label

1. The base label shall be affixed to the bottom of the photocontrol casing
2. The base label shall not block or otherwise obscure other information on the casing
3. The base label shall include the following information:
    a.) Model number or model description
    b.) A unique MAC ID for the control (this is a separate label)
    c.) Operating voltage nominal rating

D. FCC Label

1. An FCC label shall be affixed to the edge of the control
2. The FCC label shall not block or otherwise obscure other information on the casing
3. The FCC label shall include the following information:
    a.) FCC ID
    b.) Model number
    c.) Current FCC Verbiage related to interference

E. Window and LEDs

1. Window shall be made of a UV stable and UV blocking acrylic polymer
2. Window area shall contain red and green LEDs located to the left and the right of the center of the window respectively.
    a.) Red LED shall turn on for 4 seconds when the control powers on
    b.) Red LED shall reset to off each time the related fixture turns on
    c.) Red LED shall flash at a rate of 0.1 second on, 1 second off whenever an error state is detected
    d.) Green LED shall turn on for 4 seconds when the control powers on
    e.) Green LED shall flash at a rate of 1 second on, 1 second off until network communications are established
    f.) Green LED shall flash at a rate of 0.1 second on, 1 second off during regular operation of the photocontrol
    g.) Green LED shall turn off if the voltage drops below 90 Volts

F. Legs and Gasket

1. All three legs shall be brass. Plated steel legs are not acceptable.
2. Gasket shall be neoprene or similar
3. Gasket must withstand a minimum 90 Celsius at 95% humidity

G. Identification

1. Photocontrols shall be assigned a unique 16 digit hexadecimal MAC ID
2. Photocontrols location shall be associated with GPS coordinates collected during the activation process and identified by that MAC ID

H. Sensors

1. Photocontrols shall use a sealed silicon sensor. Cadmium sulfide cells are not acceptable.
2. Sensor has a horizontal orientation and shall face the same direction as NORTH arrow and photocontrol window.

I. Relays

1. Mechanical
    a.) Relays shall be securely mounted to the printed circuit board
    b.) Relays shall be fully sealed with a dust cover
2. Relay Certification
    a.) Relays shall be Underwriters Lab (UL) recognized.
3. Relay Ratings
    a.) Relays shall be SPST
    b.) Relays shall be normally closed
    c.) Relays shall be rated for 3650 operations at full load

J. Surge Protection

1. Surge protection shall be in the form of a Metal Oxide Varistor (MOV)
    a.) MOV shall be rated for a minimum of 320 Joules (8x20 microseconds)
    b.) Node shall be rated for a maximum of 6500 Amp surge

L. Networking

1. Photocontrols shall be capable of remote turn off and turn on
2. Photocontrols shall be capable of assignment to groups which can be controlled over the network as a single unit
3. Photocontrols within an installation shall communicate with neighbor controls and gateway devices via 2.4 Gigahertz radio signals within a mesh network
4. Photocontrols shall have a communications range of 1000 feet line of sight
5. Communications between controls shall require a direct line of sight view
6. Data for each control within an installation shall have at least a one hour collection resolution.
7. Data sent from individual controls via radio signals shall be encrypted
8. Photocontrols shall provide troubleshooting information over the network
    a.) All troubleshooting reports shall include the MAC number of the associated photocontrol
    b.) Fixture malfunctions shall be reported
    c.) Cycling fixtures shall be reported
    d.) Day burning fixtures shall be reported
    e.) Uncommunicative photocontrols shall be reported
    f.) Power details for fixtures shall be reported
9. Photocontrol shall operate as a standard standalone photocontrol if networking fails

2.4 PACKAGING

A. Each photocontrol shall be individually packaged inside its own box

1. Each individual box shall be 3.25 inches (82.6 millimeters) long, 3.25 inches (82.6 millimeters) wide, and 3.25 inches (82.6 millimeters) high
2. Each individual box and photocontrol shall weigh 5.1 ounces (144.6 grams)
3. Each individual box shall include installation instructions on one side
4. Each individual box shall include warranty information on one side
5. Each individual box shall include a label with the following information
    a.) The label shall include the model number
    b.) The label shall include the voltage rating of the control
6. Each individual box shall include US Patent information

PART 3: EXECUTION

3.1 EQUIPMENT INSTALLATION AND DOCUMENTATION

A. Installation - The photocontrol shall be installed and connected as directed by the manufacturer.

1. The photocontrol is a locking type control and shall require no additional field wiring.

B. Documentation - The complete product specification shall be available from the manufacturer.

3.2 PRODUCT SUPPORT AND SERVICE

Factory telephone support shall be available at no cost to the owner. Factory assistance shall consist of assistance in solving application issues pertaining to the control equipment.

3.3 WARRANTY

Manufacturer shall provide a five year (5) limited warranty on the photocontrol consisting of a one for one control replacement.

The official warranty policy is the following:
ROAM undertakes that this product shall operate within its original operating specifications and shall be free of electrical or mechanical defects.
ROAM's liability hereunder shall be limited to providing a replacement unit and shall not cover the costs of removal or installation of the unit nor any consequential damages.

This express warranty is in lieu of and excludes all other warranties, guaranties or representations, expressed or implied, including, but not limited to, warranties of merchantability or fitness for a specific purpose, by operation of law or otherwise.

END

Appendix B2
ROAM Gateway Control Specification Guideline
Division 16520

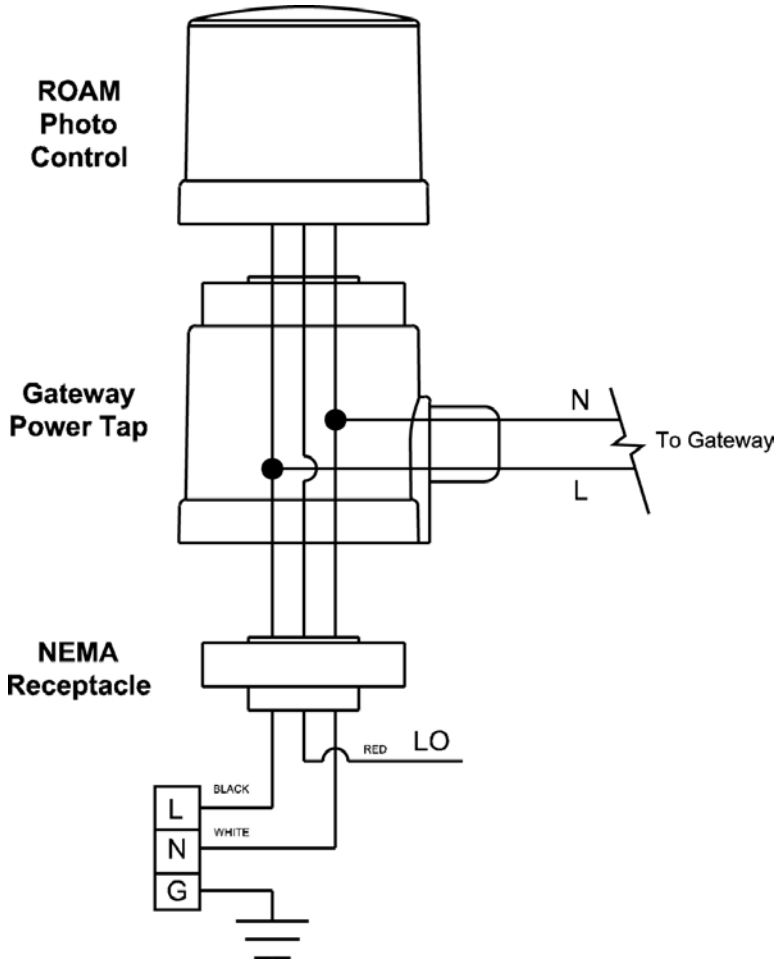
PART 1. GENERAL

1.1 INTRODUCTION

A. The intent of this specification is to provide for furnishing, installing, testing and placing into operation, a gateway control for networked photocontrols.

1.2 DESCRIPTION OF WORK

A. Provide a gateway control that passes data from individual photocontrols to a NOC (Network Operation Center) and vice versa
B. Requirements are indicated elsewhere in these specifications.
C. Follow the following wiring diagram



1.3 QUALITY ASSURANCE

A. Manufacturer experience - To insure a uniform installation and single responsibility, all switching equipment described herein shall be supplied by a manufacturer with a minimum of 10 years experience in lighting control systems.
B. Manufacturer shall be:
ROAM
3825 Columbus Rd. SW
Granville, Oh. 43023
800-442-6745
http://www.roamservices.net
C. Product shall be ROAM. Alternate products meeting prior approval requirements may be proposed as add or deduct alternate only.

1.4 CODES AND STANDARDS

A. Portions of ANSI C136.10
B. FCC part 15

1.5 SUBMITTALS

Prior to fabrication manufacture shall submit the following materials for approval.

A. Manufacturer's published catalog data sheets for the gateway.
B. Shop Drawings - Submit detailed drawings and documentation of the gateway. As a minimum, the shop drawings shall include the following:
    1. Wiring diagrams
    2. Full catalog sheets

PART 2. PRODUCTS

2.1 SYSTEM DESCRIPTION

A. The gateway shall facilitate communications between individual photocontrol nodes and a central Network Operations Center consolidating reported data and sending instructions to individual controls
B. The gateway's location shall be associated with GPS coordinates collected during the activation process
C. The gateway shall communicate with other ROAM controls via radio signal
D. The gateway shall communicate with the NOC via cellular network
E. The gateway shall include an optional Ethernet port for wired network connection
F. The gateway shall interface with a standard twist lock receptacle for power

2.2 RATINGS

A. Gateway shall have a rated line voltage of 100-305 Volts AC at 60 Hertz
B. Gateway shall consume a maximum of 12 Watts at 120 Volts AC
C. Gateway shall operate in -40 degrees to 185 degrees Fahrenheit (-40 degrees to 85 degrees Celsius) ambient temperatures
D. Gateway shall withstand an Interface Temperature of 90 degrees Celsius where Interface Temperature is defined in ANSI C136.10

2.3 HARDWARE

A. Main Housing
    1. The housing shall be 8.65 inches (219.7 millimeters) high, 8.65 inches (219.7 millimeters) wide, 16520 - and 2.75 inches (69.9 millimeters) deep
    2. The gateway shall weigh 151.6 ounces (4297.8 grams)
    3. Housing of gateway shall be cast aluminum
    4. Gateway shall withstand a drop of three feet to a concrete floor without causing damage to the casing or changing electrical operation

5. Gateway shall include connectors for a pole or wall mounting bracket on the rear of the main face of the housing
6. Gateway shall include a cellular antennae on the bottom left side of the housing
7. Gateway shall include a standard ethernet port within a protective tube on the bottom left side of the housing just to the right of the cellular antennae
8. Gateway shall include a power cord attached to a standard locking type receptacle to the right of the Ethernet port
9. Gateway shall include a fiberglass radio antennae on the top right side of the housing
10. Gateway shall include a green LED indicating whether the unit is drawing power located on the bottom right side of the housing just above and to the right of the power connector
    a.) If gateway is not communicating and the green LED is on, Call ROAM
    b.) If gateway is not communicating and the green LED is off, check fixture for power.
        - If there is power to the fixture, call ROAM
        - If there is no power to the fixture, fix the fixture power issue then call ROAM to see if communication has been re-established.
11. Gateway shall include a yellow LED indicating whether the unit is actively communicating with another unit located on the bottom left side of the housing just above and to the left of the cellular antennae

B. Main Housing Labeling
1. The main housing shall include a 3" x 3" main label centered on the front face
    a.) This label shall be labeled with 'Utility Comminication Device'
    b.) This label shall be labeled with 'Do Not Remove or Relocate'
    c.) This label shall be labeled with 'Property of ROAM'
    d.) This label shall be labeled with a contact phone number
2. The main housing shall include a MAC ID with corresponding bar code located on the bottom left of the front face
3. The main housing shall have a ROAM logo label at the bottom right of the front face
4. The main housing shall have an FCC ID label at the left side of the right face

C. Power Connector
1. Power connector shall use a standard twist lock receptacle
2. Power cable shall be 36 inches (914.4 millimeters) long
3. Power connector shall be 3.5 inches (88.9 millimeters) long and 3.25 inches (82.6 millimeters) in diameter
4. Housing of power connector shall be black polypropylene

D. Power Connector Labeling
1. The bottom of the power connector casing shall be stamped with month and year lists to enable installers to indicate an installation and removal date via pencil hash marks on the casing.
    a.) This stamp shall consist of three concentric partial rings.
    b.) The rings are broken by a small label box spanning all three rings.
    c.) The outermost and innermost rings are blank by default.
    d.) The center ring includes the numbers 1-12 to the left to indicate month and a list of 10 or more consecutive two digit years to the right.
    e.) The label box shall indicate the outer ring is for installation information, the inner ring for removal information, the left side of the center ring is for the month, and the right side of the center ring is for the year. Abbreviations such as "mo" and "yr" are acceptable if space is limited.

E. Legs and Gasket
1. All three legs shall be brass. Plated steel legs are not acceptable.
2. Gasket shall be neoprene or similar
3. Gasket must withstand a minimum 90 Celsius at 95% humidity

F. Bracket
1. Bracket shall be cast aluminum
2. Bracket shall be mountable on 1 to 3 inch poles

3. Bracket shall be wall mountable using four #10 bolts (not supplied)

G. Identification
   1. Gateway shall be assigned a unique 16 digit hexadecimal MAC ID
   2. Gateway location shall be associated with GPS coordinates collected during the activation process and identified by that MAC ID

H. Surge Protection
   1. Surge protection shall be in the form of a Metal Oxide Varistor (MOV) wired line to neutral
      a.) MOV shall be rated for a minimum of 320 Joules (8x20 microseconds)
      b.) Gateway shall be rated for a maximum of 6500 Amp surge

E. Networking
   1. Gateways shall be capable of remote communication.
   2. Gateways within an installation shall communicate with ROAM controls via 2.4 Gigahertz radio signals within a mesh network
   3. Gateways shall communicate with the NOC via cellular network
      a.) GSM, CDMA, or GPRS networks shall be supported
   4. Gateways shall include an Ethernet port for optional WAN connections to the NOC
   5. Gateways shall have a communications range of 1000 feet line of sight
   6. Communications between controls and gateways shall require a direct line of sight view
   7. Data sent from individual controls via radio signals shall be encrypted
   8. Data sent from the gateway to the NOC shall be encrypted
   9. Gateways shall provide troubleshooting information over the network
      a.) All troubleshooting reports shall include the MAC number of the associated gateway

2.4 PACKAGING

A. Each gateway and bracket shall be individually packaged inside its own box.
   1. Each individual box shall be 18.5 inches (469.9 millimeters) long, 12.5 inches (317.5 millimeters) wide, and 7.5 inches (190.5 millimeters) high
   2. Each individual box with gateway shall weigh 189.6 ounces (5375.1 grams)

B. A bracket for each gateway shall be installed on the gateway

C. A mesh antenna shall be included in the gateway packaging.

PART 3: EXECUTION

3.1 EQUIPMENT INSTALLATION AND DOCUMENTATION

A. Installation - The gateway shall be installed and connected as directed by the manufacturer.
   1. The power tap locks into a standard locking receptacle
   2. For wall mounting:
      a.) Use four bolts in the supplied holes to attach the bracket to a wall (bolts not supplied and to be determined by installer)
   3. For mast arm/pole mounting:
      a.) Use 7-8 foot pounds (9.5-10.9 Newton meters) of torque to fasten the two 5/16-18 bolts around the portion of the bracket holding the pole
   4. Fix the articulated bracket so the gateway is oriented to which the face with the LEDs is pointing toward the ground
      a.) Use 10-11 foot pounds (13.6-14.9 Newton meters) of torque to tighten the two 5/16-18 nuts found at the two articulation joints
   5. Install the mesh antenna onto the Type N connector at the top of the gateway

B. Documentation - The complete product specification shall be available from the manufacturer.

3.2 PRODUCT SUPPORT AND SERVICE

Factory telephone support shall be available at no cost to the owner. Factory assistance shall consist of assistance in solving application issues pertaining to the control equipment.

3.3 WARRANTY

Manufacturer shall provide a three year (5) limited warranty on the photocontrol consisting of a one for one control replacement. The official warranty policy is the following:
ROAM undertakes that this product shall operate within its original operating specifications and shall be free of electrical or mechanical defects.
ROAM's liability hereunder shall be limited to providing a
replacement unit and shall not cover the costs of removal or installation of the unit nor any consequential damages.

This express warranty is in lieu of and excludes all other warranties, guaranties or representations, expressed or implied, including, but not limited to, warranties of merchantability or fitness for a specific purpose, by operation of law or otherwise.

END

Appendix B3
ROAM System Specification Guideline
Division 16520

PART 1. GENERAL

1.1 INTRODUCTION

A. The intent of this specification is to provide requirements for the ROAM system as a whole.

1.2 DESCRIPTION OF WORK

A. Provide system information for photocontrols for outdoor lighting and the components necessary for communication and user control.

B. Requirements are indicated elsewhere in these specifications.

1.3 QUALITY ASSURANCE

A. Individual components of the system shall undergo quality control and testing as appropriate

1.4 CODES AND STANDARDS

A. ANSI C136.10

B. ANSI C136.24

1.5 SUBMITTALS

Prior to fabrication manufacture shall submit the following materials for approval for each individual component:

A. Manufacturer’s published catalog data sheets for the ROAM System.

B. Shop Drawings - Submit detailed drawings and documentation of the ROAM System. As a minimum, the shop drawings shall include the following:

1. Wiring diagrams as appropriate for the various components of the ROAM System.
2. Full catalog sheets

PART 2. PRODUCTS

2.1 SYSTEM DESCRIPTION

A. The ROAM Network shall consist of a series of ROAM photocontrols communicating with each other and ROAM Gateway controls which in turn communicate with a single Network Operations Center (NOC). The System shall also include a database of control operational data and a web interface designed to both display operational data and interface with individual units in a network of controls.

2.2 RATINGS

A. Ratings shall be listed for each control individually in its specification.

2.3 HARDWARE

A. The ROAM network shall consist of a series of ROAM photocontrols communicating with each other, ROAM dimming control modules interfacing with fixtures and dimming drivers, and ROAM Gateway controls which in turn communicate with a single Network Operations Center (NOC)

B. ROAM shall support three types of photocontrols designed for different fixtures
1. Standard 120-277 Volt photocontrols
2. 480 Volt photocontrols
3. Photocontrols that interface with decorative post top fixtures

C. Standard 120-277 Volt photocontrols shall include the following features:
1. Collects data from streetlight, then sends data wirelessly to Gateway
2. Wireless enabled communication
a.) 2.4 GHz - 802.15.4 compatible
b.) FCC Part 15 approved
c.) 1000 foot clear line of sight
3. Photocontrol
a.) 70 to 1000 watts; 320J MOV - 6500 amp surge protection
b.) Complies with ANSI C136.10-2006
c.) Voltage 100-305 VAC
d.) Average power consumption of 1.6 watts
e.) Maximum power consumption of 2.2 watts
f.) -40 to +85°C; up to 90°C interface per ANSI; base rated at 120°C
g.) ANSI standard 2.5 to 5 second turn off/on delay
h.) Base rated at 120°C; Acrylic window, brass legs, neoprene gasket, polypropylene cover; Filtered silicon light sensor
i.) Wirelessly interfaces with the DCM
4. Control
a.) Remote on/off control
b.) Grouped scheduling (energy savings)

D. 480 Volt photocontrols shall include the following features:
1. Collects data from streetlight, then sends data wirelessly to Gateway
2. Wireless enabled communication
a.) 2.4 GHz - 802.15.4 compatible
b.) FCC Part 15 approved
c.) 1000 foot clear line of sight

3. Photocontrol
    a.) 70 to 1000 watts; 320J MOV - 9500 amp surge protection
    b.) Complies with ANSI C136.10-2006
    c.) Voltage 408-528 VAC
    d.) Average power consumption of 4.0 watts
    e.) Maximum power consumption of 5.4 watts
    f.) -40 to +85°C; up to 90°C interface per ANSI; base rated at 120°C
    g.) ANSI standard 2.5 to 5 second turn off/on delay
    h.) Base rated at 120°C; Acrylic window, brass legs, neoprene gasket, polypropylene cover; Filtered silicon light sensor
    i.) Optical indicator to alert line crew of malfunction
    j.) Larger than a standard PC
    k.) Wirelessly interfaces with the DCM
4. Control
    a.) Remote on/off control
    b.) Grouped scheduling (energy savings)

E. Decorative Utility Photocontrol shall include the following features:
1. Collects data from streetlight, then sends data wirelessly to Gateway
2. Wireless enabled communication
    a.) 2.4 GHz - 802.15.4 compatible
    b.) FCC Part 15 approved
    c.) 1000 foot clear line of sight
3. Photocontrol
    a.) 40 to 400 watts; 320J MOV - 9500 amp surge protection
    b.) Complies with ANSI C136.10-2006
    c.) Voltage 72-305 VAC
    d.) Average power consumption of 1.94 watts
    e.) -40 to +85°C; up to 90°C interface per ANSI; base rated at 120°C
    f.) ANSI standard 2.5 to 5 second turn off/on delay
    g.) Base rated at 120°C; brass legs, neoprene gasket, polypropylene cover; Filtered silicon light sensor
    h.) Optical indicator to alert line crew of malfunction
    i.) Wirelessly interfaces with the DCM
4. Control
    a.) Remote on/off control
    b.) Grouped scheduling (energy savings)
5. Mounting
    a.) Accommodates Utility Style Decorative Fixtures

F. Dimming control modules shall include the following features:
1. Dimming module provides wireless dimming control for any fixture with 0 to 10V dimming ballast/driver.
2. Remote sensor inputs

3. Wireless enabled communication
    a.) 2.4 GHz - 802.15.4 compatible
    b.) FCC Part 15 approved
    c.) 1000 foot clear line of sight
4. General
    a.) Compatible with 0-10V dimming ballasts
    b.) Voltage 72-305 VAC;320J MOV – 9500 amp surge protection
    c.) Average power consumption of 1.6 watts
    d.) Maximum power consumption of 2.2 watts
    e.) Dimming control module shall operate in -40 to +85°C ambient temperatures
5. Control
    a.) Remote continuous dimming control

G. Gateways shall be preconfigured to connect to the NOC and require no explicit configuration

H. Gateways shall include the following features:
1. Transmits node data back to NOC
2. Synchronizes network via NTP.
3. Wireless enabled communication
    a.) 2.4 GHz (new) – 802.15.4 compatible
    b.) Cellular network uplink – GSM, GPRS, CDMA, modem; Ethernet link for optional WAN connection via the internet
    c.) FCC Part 15 approved
    d.) 1000 foot clear line of sight
    e.) Supports up to 2000 nodes
4. General
    a.) 320J MOV - 6,500 amp surge protection
    b.) Voltage 100-265 VAC
    c.) Gateway shall operate in -40 to +85°C ambient temperatures
    d.) Mast arm mounting (1-3 inch) or wall mounting
    e.) Powered through standard locking type receptacle on fixture
    f.) 3 foot cable and locking type plug included
    g.) Average power consumption: 5.5 watts
    h.) Maximum power consumption: 12 watts
    i.) EPA: 1.62
    j.) Weight: 10 pounds

I. The system shall be scalable and support networks of varying size

J. All controls, dimming control modules, and gateways shall be designed to work for a minimum of eight years

K. The Network Operations Center shall consist of multiple servers used to collect, store and display the data to the user
   1. A secondary NOC shall exist at a Disaster Recovery site
   2. Both NOCs shall have secondary power backups in the form of batteries and diesel generators
   3. All servers in the NOC shall use the NTP protocol to ensure that their clocks are in sync.

3.2. SOFTWARE

A. The ROAM Network shall interface with a web portal capable of displaying data collected over the network

B. The ROAM Network shall interface with a web portal providing remote user control over elements within the network

C. The web portal shall include the following views:
   1. Dashboard
   2. Maps
   3. Reporting
   4. History
   5. Grouping
   6. Scheduling
   7. Work Order Management

D. The Dashboard view shall summarize the status of all photocontrols, gateways, and dimming control modules within the network
   1. Users shall be able to quickly determine the operational status of all fixtures within the system
   2. Users shall be able to export status data
   3. Users shall be able to print status data in a format conducive to presentation
   4. Users shall be able to request additional information about abnormal operations within the system
      a.) Users shall be able to see basic information about malfunctions
      b.) Users shall be able to see the location of each malfunctioning device
      c.) Users shall be able to see a seven day history of each device
   5. Users with appropriate permissions shall be able to create work orders

E. The Map view shall provide a geographical representation of system assets
   1. Users shall be able to navigate around the map using standard navigational constructs
      a.) The Map view shall support panning
      b.) The Map view shall support zooming
      c.) The Map view shall support bookmarks

2. Users shall be able to determine which assets are operating normally and which ones are malfunctioning in some way based on the icons used to represent each fixture
3. Users shall be able to view information about each asset including any additional information about operational status by mousing over the relevant asset icon on the map
4. Users with appropriate permissions shall be able to relocate a fixture from within the Map view
5. Users with appropriate permissions shall be able to add or view notes about a fixture from within the Map view
6. Users with appropriate permissions shall be able to view or edit the attributes collected about each fixture during node activation from within the Map view
7. Users with appropriate permissions shall be able to issue the following commands to fixtures from within the Map view
    a.) Turn on for x time, x not to exceed one day
    b.) Turn off for x time, x not to exceed one day
    c.) Return to normal operation
    d.) Dim to x level for y time, x ranging from 0-100 and y not to exceed one day
8. Users with appropriate permissions shall be able to issue commands to groups as well as individual units within the system
9. Users with appropriate permissions shall be able to create work orders from within the Map view
10. All users shall have read only access to the information on the Map view regardless of permissions

F. The History view shall provide historical data for all fixtures
1. The history shall be available for either seven days or thirty days
2. The history view shall include filters that focus attention on specific assets or operational conditions
    a.) Users shall be able to filter by group
3. The history view shall include daily and hourly data for each fixture in the system
    a.) Data shall be available in both report and graphical formats
4. Users with appropriate permissions shall be able to create work orders from within the History view

G. The Reporting view shall include reports and graphs used to monitor the system and its components
1. All reports shall use a common interface
2. All reports shall be exportable in the following formats:
    a.) Microsoft Excel
    b.) PDF
    c.) XML

3. Users shall be able to view additional data about any unit listed on any of the reports from the Reporting view
4. Users shall be able to pinpoint any unit listed on any of the reports on a map from the Reporting view
5. Users with appropriate permissions shall be able to create work orders from within the Reporting view

H. The Grouping view shall enable users to interact with units within the network as a single group
1. Users shall be able to define a subset of units on the network as a group from within the Grouping view
2. Users shall be able to name each group from within the Grouping view
3. Users shall be able to add additional nodes to a group from within the Grouping view
4. Users shall be able to remove devices from a group from within the Grouping view
5. Users shall be able to view information about the status of all devices within a group from the Grouping view
    a.) Status information displayed in the Grouping view shall use the same format as the same information within the Dashboard view

I. The Scheduling view shall enable users to schedule commands
1. Users shall be able to define schedules from within the Scheduling view
2. Users shall be able to issue schedules from within the Scheduling view
3. Users shall be able to define events from within the Scheduling view
4. Users shall be able to issue events from within the Scheduling view
5. The Scheduling view shall recognize and use groups defined within the Grouping view
6. The schedule interface shall split each day into four time intervals
    a.) Users shall be able to choose time intervals based on sunrise and sunset if desired
7. The event interface shall split each day into eight time intervals
8. Events shall take priority over schedules if both are in place for the same units at the same time

J. The Work Order Management view enables creation of work orders
1. Users shall be able to assign work directly to crews or to crew coordinators
2. Users shall be able to define repair procedures
3. Users shall be able to record and track parts and material for billing
4. Users shall be able to track repair time
5. Users shall be able to print repair orders
    a.) Repair orders shall provide operating details to assist field performers in troubleshooting
6. The Work Order Management view shall provide system verification of completion of work orders

3.3. NETWORKING

A. Photocontrols within the network shall be capable of remote turn off and turn on

B. Photocontrols within the network shall be capable of assignment to groups which can be controlled over the network as a single unit

C. Photocontrols within the network shall communicate with neighbor controls and gateway devices via 2.4 Gigahertz radio signals within a mesh network

D. Photocontrols within the network shall have a communications range of 1000 feet

E. Communications between controls shall require a direct line of sight view

F. Data for each control within an installation shall have a one hour collection interval resolution.

G. Data sent from individual controls via radio signals shall be encrypted

H. Data sent from the Gateway control to the NOC shall be encrypted

I. Photocontrols within the network shall provide troubleshooting information over the network in the form of alarms

1. All troubleshooting reports shall include the MAC number of the associated photocontrol
2. Fixture malfunctions shall be reported
3. Cycling fixtures shall be reported
4. Day burning fixtures shall be reported
5. Uncommunicative photocontrols shall be reported
6. Power details for fixtures shall be reported

J. Photocontrol within the network shall operate as a standard standalone photocontrol if networking fails

1. Performance of scheduled operations shall continue while in standalone mode

K. No node within an installation shall be a communications bottleneck. If any control within an installation is unavailable for communication for any reason, the signal shall be sent via different path.

L. Daily data collation shall run from midnight to midnight each night

3.4. MONITORING

A. The system shall monitor the following:

1. Remote Monitoring and Diagnostics
    a.) Fixture Malfunction
    b.) Cycling
    c.) Day-burner
    d.) Unspecified Malfunction
        - No Communication
        - No Power
    e.) Low System Voltage
    f.) High System Voltage
    g.) High V Delta
    h.) Low Wattage

i.) Excessive Power Use
j.) Fixture on a Group Control
k.) 120V PC on a 240V fixture

2. Reports
   a.) Fixture status
   b.) Average, Max and Min Power for each reporting interval (typically 1 hour)
   c.) Power measurement accuracy - 0.5% at 400 watts.
   d.) Energy tracking (KWH reports)
   e.) Burn Hour report
   f.) Average Line Voltage
   g.) Minimum Line Voltage
   h.) Maximum Line Voltage
   i.) Light sensor reading
3. Events/Alerts
   a.) On/Off transition alerts
   b.) Low voltage alert
   c.) High voltage alert
   d.) Excessive current alert (>14A)
   e.) Miswired fixture

3.5. INSTALLATION AND ACTIVATION

A. The system installation process shall rely on barcodes to capture data
   1. The following information shall be encapsulated into a barcode associated with each fixture each unit
      a.) fixture type
      b.) lamp type
      c.) wattage
      d.) fixture manufacturer
      e.) pole type
      f.) pole material
      g.) system voltage
   2. Fixture barcodes shall be incorporated into a custom installation booklet for use during installation
   3. Installers shall be equipped with a handheld PDA capable of reading barcodes
   4. Installers shall scan the barcode of each fixture at the time of installation and store the related data on the PDA
   5. GPS data shall be collected and stored on the PDA for each installed unit at the time of installation
   6. Installers shall scan the barcode attached to each installed photocontrol, dimming control module, or gateway at the time of installation
   7. The fixture barcode information, the installed ROAM unit barcode, and the GPS location shall be grouped together on the PDA for each installed unit
   8. The grouped data shall be uploaded to the NOC for incorporation into the system database

3.6. PRODUCT SUPPORT AND SERVICE

Factory telephone support shall be available at no cost to the owner. Factory assistance shall consist of assistance in solving application issues pertaining to the control equipment.

3.7. WARRANTY

Manufacturer shall provide a five year (5) limited warranty on the units within a ROAM installation consisting of a one for one control replacement. The official warranty policy is the following:

ROAM undertakes that this product shall operate within its original operating specifications and shall be free of electrical or mechanical defects. ROAM's liability hereunder shall be limited to providing a replacement unit and shall not cover the costs of removal or installation of the unit nor any consequential damages.
This express warranty is in lieu of and excludes all other warranties, guaranties or representations, expressed or implied, including, but not limited to, warranties of merchantability or fitness for a specific purpose, by operation of law or otherwise.

END

APPENDIX C
Project Consultant Team Listing

Note: Offeror must list all subcontractors regardless of tier and their respective percentages of the project work.
No other subcontractors, other than those listed below shall be used without written approval by the City of Albuquerque.

Date:_____

Company Name:_____

Task	Company Name	Address	Phone Number	% of Project Work	Dollar Amount

Appendix D
City of Albuquerque Number of Street Light Accounts

Group One: Rate 20 Non-Metered accounts that roughly number 17,326 that are City owned.

Group Two: Rate 2A Metered accounts that roughly number 67 accounts that are City owned.

Additional information:

https://drive.google.com/folderview?id=0B_5nsiOksGoiclly YWJiZ2RVMTA&usp=sharing

Instructions:

1. Using the Google Chrome browser, navigate to the link above
2. Download the files to your desktop
3. For GIS capable firms
    a. (Right-Click) the downloaded CABQ_Decorative_Street_Lights.zip file and choose "Extract All"
    b. Open the CABQ_Decorative_Street_Lights.shp GIS shape file in ArcMap
4. For non-GIS capable firms
    a. Open the respective MS Excel files to view the tabular data.

GIS Software the City of Albuquerque and PNM jointly use:

GIS Software at PNM:
PNM uses ESRI - http://www.esri.com – for all GIS software. Currently all of PNM's software and geo-databases are at version 10.1 and 10.2. The transmission geo-database is stored in ArcSDE for SQL Server and the distribution data is stored in ArcSDE for Oracle. Streetlights are stored in the distribution dataset.

PNM utilizes core ESRI products including ArcMap, ArcCatalog, ArcGIS Pro, ArcGIS Server, ArcGIS Online, Spatial Analyst, 3D Analyst, ArcGIS Engine, and Business Analyst. PNM also uses Schneider Electrics ArcFM Designer for all distribution design work and editing.

PNM has multiple field based GIS applications using the ArcGIS Engine as its core and several web based applications on both ArcGIS Server and ArcGIS Online.

APPENDIX E
Cost Proposal Form

PHASE I **DEVELOPMENT OF PRELIMINARY FIELD ASSESSMENT AND INVENTORY PLAN**

Tasks	**Number of Hours Per Task**	**Hourly Rate (Professional and Other)**

TOTAL COST PHASE I	$_____

ADDITIONAL COSTS

Item	Cost
Purchased materials, unit costs, and quantities	
Travel, lodging, and other direct expenses	
Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).	
Bonds	
Permits	
Other (Itemize)	

TOTAL COST ADDITIONAL COSTS	**$_____**

Appendix F

Bond Forms

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
_____ as Principal, hereinafter called the Principal, and _____
_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the sum of Sixty Eight Thousand Dollars and no cents ($68,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying Bid dated _____ _____, 20_____, for _____, which Bid is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFORE, the condition of this obligation is such that, if the City shall accept the Bid of the Principal and the Principal shall enter into a Contract with the City in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the Request for Bids with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of this failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the City the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the City may in good faith contract with another party to perform the work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 20_____.

_____
Principal
ATTEST: By: _____

_____ Title: _____

_____
Surety
ATTEST: By: _____

_____ Title: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ _____ as Principal, hereinafter called the Contractor, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the amount of _____ _____ for the payment whereof the Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor shall by written agreement enter into a contract with the City described as follows: _____, which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the City from showing the true character and quality of materials furnished or services rendered or from recovering from the Contractor or Surety such damages as the City may sustain by reason of deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed its obligations thereunder; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain quotes, bids or proposals for submission to the City for completing the Contract in accordance with its terms and conditions and, upon determination by the City and Surety of the responsive and responsible Offeror, arrange for a contract between such Offeror and the City and make available as the work progresses (even though there should be default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the City named herein or its successors or assigns.

SIGNED AND SEALED this _____ day of _____, 20____.

_____
Contractor

ATTEST: By:_____

_____ Title:_____

_____
Surety

ATTEST: By: _____

_____ Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

_____
_____
_____
_____

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
_____ as Principal, hereinafter called the Contractor, and _____
_____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the amount of _____ _____ _____ Dollars ($_____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Proposal in response to RFB _____, entitled _____, and shall by written agreement enter into a contract with the City described as follows: _____
_____. which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work under said Contract, whether said labor be performed and materials and supplies be furnished under the original Contract or any contract thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

The right to sue on this bond accrues only to the City and the parties to whom Sections 13-4-18 through 13-4-20 NMSA 1978, as amended, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

SIGNED AND SEALED this _____ day of _____, 20____.

Contractor _____

ATTEST: By: _____
_____ Title: _____

Surety

ATTEST: By: _____
_____ Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

_____
_____
_____

This Bond is issued simultaneously with the Performance Bond in favor of the City for the faithful performance of the Contract.

Appendix G

Evaluation and Implementation of Energy Efficiency and

Reduced Maintenance on City Owned and Maintained Street Lighting

P2016000023

Document Checklist

Required of ALL Offerors:

_____ Technical Proposal (in the format outlined in section 2.1) and Cost Proposal (in the format outlined in section 2.2) in the methods outlined in section 1.9:

- _____ Hard Copies
- _____ Soft Copy
- _____ Electronic

_____ Acknowledgement of ALL Addendum

_____ Proposal Bond (See section 1.24 for requirements and Appendix F for template)

_____ Pay Equity Form PE 10-249

Responses submitted without any of these documents shall be deemed non-responsive.

City of Albuquerque

Addendum #1

Solicitation Number: P2016000023

Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting

Deadline for Receipt of Offers: November 20, 2015 at 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow proposals to be submitted after this date and time.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division

The purpose of this addendum is to answer all potential Offerors' questions:

1. How do we go about "prior approval" for an alternate control system? I didn't see it listed how to go about getting prior approved for an alternate to be offered as a deduct/add.

   Please submit any requests to propose an alternate control system to the individual listed in section 1.6 of this RFP for evaluation.

2. Is it the City's intent to award a contract to a single vendor for all four phases of this project?

   At this time, it is the City's intent to award a contract for Phase I. The City reserves the right to award a single contract for multiple phases or procure another vendor(s) after the completion of Phase I for subsequent phases.

3. Page 3, Background section – Please confirm which listed quantities of fixtures are to be included in the scope of work for this project? It is unclear which types of fixtures are relevant.

   The most complete information regarding the included fixtures is addressed in Appendix D. City owned and maintained street lights and City owned and PNM maintained street lights are included in the scope of work for this RFP.

4. Please define the existing inventory by existing HPS wattage and fixture type (e.g. decorative, cobra head) for all fixtures to be included in the scope of work for this project.

   The most complete information regarding the included fixtures is addressed in Appendix D.

5. Page 4, Issue section, Paragraph 4 – lists $480,000 as the conservative estimate of the expected activity for PNM. Is this the annual estimated cost of non-routine maintenance only or does it also include routine maintenance? If not, what is the estimated annual cost of routine maintenance?

   The City is working with PNM to provide a more precise estimated annual cost of routine maintenance. These figures will be provided in a second addendum prior to the deadline for posting answers.

6. Page 8, Section 1.8 states instructions for clarifications. Will additional questions be entertained after the pre-bid conference (see Section 1.2.3 which seems to contradict Section 1.8)?

   All questions received prior to the deadline for questions (11/06/2015) will be entertained.

7. Page 8, Section 1.9.2 states the hard copy requirements. Do the hard copies of the Technical Proposal and Cost Proposal require that forms, attachments, exhibits, etc. also be submitted?

   Yes.

8. Page 9, Sections 1.9.5 and 1.9.6 list two separate addresses for submitting proposals. Are proposers required to submit to both addresses? If not, what is the difference between the two?

   No. The address listed in 1.9.5 is the physical address for shipping, delivering or hand-carrying proposals. The address listed in 1.9.6 is the mailing address.

9. Page 9, Section 1.10 mentions what will happen in the event of insufficient funds for this project. Has the City allocated funding for this project? If not, please describe the expected process and timeline for allocating funds.

   The City has allocated funds for Phase I. Future phases may be funded under 3% For Energy Efficiency funds, Bonds, General Funds and/or savings captured.

10. Please confirm whether any City facilities will be available for project staging if the project progresses to the installation phase.

    No City facilities can be guaranteed for staging at this time. This topic is open to discussion during the implementation phase.

11. Page 14, Section 1.25 – please confirm which "box verifying their status on Pay Equity Reporting Form" out-of-state contractors are required to check to show they are exempt from the Pay Equity requirement.

    Please contact the Office of Human Rights at 505-768-4589 or odhr@cabq.gov for questions/assistance regarding the Pay Equity Reporting form.

12. Page 15, Section 2.1.4 – Please confirm whether or not Appendix C, Project Consulting Team Listing, is required to be completed and submitted with the proposal. If proposers are to list their intended subcontractors either on Appendix C or in their response narrative, are they required to include the subcontractor(s) for all phases or just Phase I?

    Yes, Appendix C is required for all phases being proposed.

13. Page 15, Section 2.1.6 – Is the Estimated Average Cost supposed to represent the average of all wattages or the average cost by wattage? If the latter, is there a section that describes the current inventory quantities by wattage? Also, is there a particular fixture brand that should be used for the estimate? Is the Estimated Average Cost supposed to include turn-key services for the installation phase of the project only?

Estimated Average Cost per pole should be included as well as the total wattage savings. PNM approved fixtures can be located on the document attached to this addendum. The Estimated Average Cost should include turn-key services.

14. Page 16, Section 2.2 – Is the City only requesting costs related to Phase I tasks? If not, please clarify that responses are to include all costs from the four phases (note that Appendix E only shows Phase 1 and one line item for materials). Does Purchased Materials refer only to those materials related to Phase I (and not materials for a subsequent installation phase)?

    Costing should be included for Phase I. Some responses will include cost information regarding implementation phases. Complete costing information for all four phases is not expected at this time.

15. Page 16, Section 2.2.5 – please confirm whether or not Appendix E is required to be completed and submitted with the proposal.

    Yes, Appendix E is required.

16. Page 17, Section 1(a) – If the field inventory will not be conducted until Phase 2, what data set should be used for the existing inventory in the initial Plan? What will happen if the Plan ends up being dramatically different once the inventory data is collected?

    Information regarding the included fixtures is addressed in Appendix D. If actual field inventory differs from what is included in Appendix D, the Project will be subject to re-evaluation at that time.

17. Are there any particular licensing requirements (such as an electrical contractor's license) that the City is mandating for the awarded consultant for this project? If so, does it apply to all phases of the scope of work or only certain phases, and if so, which?

    The successful Offeror will be required to comply with all Federal, State and local code, regulation and licensing requirements.

18. Page 17, Section 1(b) states: "Information verifying work completed during evaluation study by group or area." Please clarify what this means.

    Proposals should include a concise Project schedule defining workflow (i.e. area, type of lighting, etc.) and benchmarks by which progress can be verified.

19. Page 18, Sections 1-3 – Is it expected that there will be three separate site visits to each fixture location or can all of the data required to be collected in 1-3 be completed in one visit?

The successful Offeror is expected to make as many site visits necessary to address the scope of work.

20. Page 18, Section 2 - Does the City-provided information include specific guidance as to which fixtures are on each meter? If not, does the City have another means of determining which fixtures are fed by each particular meter? Please note that to attempt to determine this in the field would be extremely costly and time-consuming.

    The most complete information regarding the included fixtures is addressed in Appendix D.

21. Page 18, Section 6 - Can the City provide a sample of the City Grid GIS Maps and PNM database to proposers? If not, can the City provide a list of fields and attributes included in each data set with definitions?

    The most complete information regarding the included fixtures is addressed in Appendix D which contains GIS mapping, fields and attributes.

22. Page 19, Section 9 – Please explain what this task means. What is meant by "an energy conservation and maintenance reduction program"?

    The City expects to receive proposals for plans which will result in energy savings and reduced maintenance on City owned street lighting.

23. Part 6 – Draft Agreement - Is the City considering Phase I as a Professional Services contract? If so, what is the contractual mechanism that will be put in place if subsequent phases of the project are approved? How will costs be submitted for subsequent project phases? Is there a point where the contract will shift from a Professional Services contract to a Construction contract?

    An appropriate contract will be in place during all phases of the Project. Phase I of this Project is not expected to include construction. Subsequent Project phase cost submissions will be based largely on the proposals submitted in response to this RFP. Subsequent phases may include construction work.

24. Page A-22, Appendix B – Product Submittal Form – Is this required to be completed and submitted with the proposal? If so, how is that possible prior to the completion of Phase I?

    Yes, the Product Submittal Form should be submitted with your proposal. If outcomes change based on Phase I work, changes will be subject to City approval.

25. Page F-2, Bid Bond Form lists the contract amount as $68,000.00. Is the total budgeted amount for this project?

    The Bond Form listed on page F-2 is only a template. A Word copy of the Proposal Bond form will be uploaded along with this addendum and should be in the amount of 5% of

the offer being proposed.

26. Page F-3 Performance Bond and Page F-5 Labor and Material Payment Bond – Will these be 100% of the contract value for just Phase I or will there be subsequent bonds issued for subsequent phases of the project if the City opts to proceed with subsequent phases?

    Performance Bonds and Labor and Material Payment bonds will be required for 100% of the construction value in the subsequent phases for which construction is proposed.

27. Please confirm whether or not Appendix G is required to be completed and submitted with the proposal.

    No, Appendix G is not a required document.

28. Page A-9 – Which fixtures does A-9 apply to? Will the City provide any data (similar to A-9) for the systems for the other wattages?

    For the purpose of this RFP the following design criteria shall be used to determine fixture selection.
    • Roadway classifications: Local Urban, Collector, Arterial, and Freeway.
    • Pedestrian conflict: High in downtown ABQ, Nob Hill, and Uptown shopping area
    • Pavement Type: R3 for asphalt and R1 for concrete. See attachment for more details.
    Table 3-5a. Illuminance and Luminance Design Values"

    Additional references should be consulted in design for street lighting requirements as needed.
    • IESNA American National Standard Practice for Roadway Lighting (ANSl/IES RP-8)
    • NFPA National Electrical Code (ANSI/NFPA 70)
    • IEEE National Electrical Safety Code (ANSI C2)
    • AASHTO Roadway Lighting Design Guide, 2005

29. The RFP includes a specification for ROAM controls. Is the City listing ROAM because they already have these controls installed in some locations in the City? What is the process for substitution for the controls?

    The City does not currently have ROAM controls in place. Please submit any requests to propose an alternate control system to the individual listed in section 1.6 of this RFP for evaluation.

30. If we offer an alternative to ROAM, do we have to go back and install in previous ROAM installations?

    The City does not currently have ROAM controls in place.

31. Is the 5% proposal bond refundable?

Upon execution of the Phase I contract, the City will release the Proposal Bonds. The City will not reimburse the cost for Proposal Bonds.

32. How will the City award the project? Will all 4 phases be awarded upfront?

    At this time, it is the City's intent to award a contract for Phase I. The City reserves the right to award a single contract for multiple phases or procure another vendor(s) after the completion of Phase I for subsequent phases.

33. How does the pre-approval process work for non-specified equivalents that respondents would like to propose as alternates? (pg 52 Section 1.3 A)

    PNM approved fixtures can be located on the document attached to this addendum. Approval of any proposed substitutions will be subject to approval of a rate by the PRC.

34. What's driving the Made in America clause? Does the City foresee the need to have federal ARRA funds in the future with relation to this project?

    Please disregard references to "Made in America" requirements. The City encourages proposers to use American made materials and products. No ARRA funding is anticipated to be used for this Project.

35. Like ARRA will you accept countries the US has free trade agreements with, least develop countries (LCDs), and countries who signed the WTO Government Procurement Agreement to satisfy ARRA buy American?

    Please disregard references to "Made in America" requirements. The City encourages proposers to use American made materials and products.

36. ARRA also has provisions for technology with no Buy American equivalent being exempt, is this also the intention of the City to adhere to this?

    Please disregard references to "Made in America" requirements. The City encourages proposers to use American made materials and products.

37. What is the timeline the City has in mind for completion of this project?

    Project phase timelines will be based largely on the proposals submitted in response to this RFP as well as the outcomes of Phase I.

38. LED rates w/ PNM will not be finalized until Summer 2016 (guesstimate per PNM rep), how does the City plan to proceed if LED rates are not established by implementation time?

    Portions of the Project timeline may be pushed out should LED rates not be finalized by the PRC.

39. Additionally, with relation to this is will be difficult to perform energy calcs and create payback analyses because the rates are not established [sic].

    For the purposes of payback analysis, please utilize the rates included on the attached document (JCA-13) from the current pending PNM Rate Case. The full document can be located at this website: https://www.pnm.com/2015-rate-case

    Rates are located in exhibit JCA-13 under the link to "Direct Testimony and Exhibits Provided by Julio C Aguirre"

40. Do the City Owned, but PNM maintained lights need to meet specifics specs of PNM that are separate from the MSSLC spec?

    The City intends to use PNM approved fixtures.

41. How does the city plan to address the issue of PNM replaced knock downs that would come from their stock and not the cities [sic]?

    The City intends on negotiating with PNM and the successful Offeror to address this issue.

42. Will respondents have access to the City's current maintenance agreements w/ PNM?

    Please see the document attached in the eProcurement system titled "P2016000023 Maintenance Agreement".

43. Is the City considering an ESCO and if so will the project fall under EMNRD oversight?

    No.

44. Will the EMNRD be considered for "Third Part" oversight of Baselines and Savings?

    No.

45. Does the City of Albuquerque have the funds to purchase the project.

    The City has allocated funds for Phase I. Future phases may be funded under 3% For Energy Efficiency funds, Bonds, General Funds and/or savings captured.

46. Will the City consider having this project completed with little or no money out of pocket through the "Public Facility Energy Efficiency and Water Conservation Act" Chapter 6 Article 23 NMSA 1978

    The City has not ruled out any funding mechanisms. The City has allocated funds for Phase I. Future phases may be funded under 3% For Energy Efficiency funds, Bonds,

General Funds and/or savings captured.

47. Will the City consider DOT funds or Shares[sic] State Funds for the Project?

    The City has not ruled out any funding mechanisms. The City has allocated funds for Phase I. Future phases may be funded under 3% For Energy Efficiency funds, Bonds, General Funds and/or savings captured.

48. Will the City consider Federal Grants for Street Lighting?

    The City has not ruled out any funding mechanisms. The City has allocated funds for Phase I. Future phases may be funded under 3% For Energy Efficiency funds, Bonds, General Funds and/or savings captured.

49. Is Acuity Branded "ROAM" the only specification considered, Will the city consider other equal brands such as Eschelon[?] [sic]

    Please submit any requests to propose an alternate control system to the individual listed in section 1.6 of this RFP for evaluation.

50. Is the BUG rating on chart A-9 correct? The U-2 rating seams too high.

    The ratings are meant to provide specific luminaire requirements and are not too high. Per the DOE MSSLC Specifications BUG RATINGS Max. nominal backlight-uplight-glare **ratings B1-U2-G1**; referenced **as B-1-Backlight /Trespass angle, U-2-Uplight/Skyglow angle, G-1- Glare angle.**

51. Is there to be separate lighting designs for bridge and overpass requiring a 3G rating?

    IES/DOE Standards shall be followed when mounting fixtures at bridge and overpasses where a G3 glare angle would be required.

52. Please clarify is RP8-00 or RP8-14 is to be used for roadway lighting design criteria. If RP8-14 is used, then will a new criteria chart (i.e. A-9 chart) be published?

    ANSI/IES RP-8-00 is to be used as a basis for proposals.

53. Please advise the roadway classifications, pedestrian conflict, and pavement type for all lighting design criteria.

    For the purpose of this RFP the following design criteria shall be used to determine fixture selection.
    •Roadway classifications: Local Urban, Collector, Arterial, and Freeway.
    •Pedestrian conflict: High in downtown ABQ, Nob Hill, and Uptown shopping area

•Pavement Type: R3 for asphalt and R1 for concrete. Please see the documents attached in the eProcurement system titled "COA_DPM and "2005 Roadway Lighting Design Guide Charts"

Table 3-5a. Illuminance and Luminance Design Values"

Additional references should be consulted in design for street lighting requirements as needed.

•IESNA American National Standard Practice for Roadway Lighting (ANSl/IES RP-8)
•NFPA National Electrical Code (ANSI/NFPA 70)
•IEEE National Electrical Safety Code (ANSI C2)
•AASHTO Roadway Lighting Design Guide, 2005

54. Can you please advise me on where I can find the list of respondents that have responded to the City and have met the requirements to submit responses to the above Request For Proposal. Per this RFP, it was required to notify the City prior to the Mandatory prebid meeting and I was not able to find the list on the City's website under the solicitation [sic].

    Please see the document attached in the eProcurement system titled "P2016000023 Conference Attendees".

Alternate Lighting Control Request

A request to submit an offer based on an alternative lighting control system was made. GE LightGrid Specification 2/18/2014 control system meets this RFP's ROAM Lighting Control System Specification and is an approved alternate.

PLEASE REMEMBER THE TIME AND DATE OF CLOSING SHALL BE STRICTLY OBSERVED.

Please incorporate the change in this Addendum in the original RFP document. Sign and return this Addendum with your RFP response. Failure to acknowledge addendum may result in your offer being deemed non-responsive.

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Acknowledged & Returned:

_____
Signature

_____
Printed Name Title Company

City of Albuquerque

Addendum #2

Solicitation Number: P2016000023

Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting

Deadline for Receipt of Offers: November 20, 2015 at 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow proposals to be submitted after this date and time.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division

The purpose of this Addendum is to answer all potential Offerors' questions:

1. Page 4, Issue section, Paragraph 4 – lists $480,000 as the conservative estimate of the expected activity for PNM. Is this the annual estimated cost of non-routine maintenance only or does it also include routine maintenance? If not, what is the estimated annual cost of routine maintenance?

   Below are more precise amounts for non-routine maintenance:

   2014: $158,098.67 (pre-tax)
   2013: $142,538.84 (pre-tax)
   2012: $146,245.29 (pre-tax)

   These figures do not include knock-downs, vandalism or theft. The cost of routine maintenances is built into Rate 20 amounts paid monthly.

Alternate Lighting Control Request

A request to submit an offer based on an alternative lighting control system was made. The alternate WiScape Street Lighting Control system submitted DOES NOT meet the ROAM Specification in the RFP and is NOT an approved alternate for the following reasons:

(1) Photo Sensor not integral to fixture control module, requiring external field wiring adding a point of failure.

(2) Fixture control module does not provide fixture attributes (i.e., fixture model, wattage, date of installation) requirement.

(3) Current list of installations provided by the requester does not include Streets, Highways, or Roadways.

PLEASE REMEMBER THE TIME AND DATE OF CLOSING SHALL BE STRICTLY OBSERVED.

Please incorporate the change in this Addendum in the original RFP document. Sign and return this Addendum with your RFP response. Failure to acknowledge this Addendum may result in your offer being deemed non-responsive.

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Acknowledged & Returned:

_____
Signature

_____
Printed Name Title Company

City of Albuquerque

Addendum #3

Solicitation Number: P2016000023

Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting

Deadline for Receipt of Offers: December 04, 2015 at 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow proposals to be submitted after this date and time.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division

The purpose of this Addendum is to answer all potential Offerors' questions and extend the deadline for receipt of Offers:

1. "The City's responses in Addendum 1 to question 28, ("For the purpose of this RFP the following design criteria shall be used to determine fixture selection…"); 30 ("For the purposes of payback analysis…"); and 49 through 53 seem to imply that proponents are expected to develop a preliminary design and propose a specific LED luminaire solution in their response to this RFP. In contrast, the cost proposal for the RFP is for Phase I only, "recommendations for an energy efficient LED solution" are part of the Phase II scope of work, and the Part 2 Proposal Format does not appear to accommodate the presentation of a proposed LED solution. Based on our interpretation the RFP instructions, these questions and answers do not appear to be relevant to a response to this RFP, beyond providing additional background information.

   Please confirm that, as the RFP appears to indicate, the City will base their selection for this RFP solely on the items outlined in the Technical Proposal Format, e.g. experience, proposed approach, management summary, project schedule and estimated average cost per LED retrofit, and the Cost Proposal for Phase I. If this is not the case, please provide the criteria on which the selection will be made. It would also be helpful to know the weighting factors for each criterion. We encourage the City to answer this question with great specificity, as confusion on these points may result in the City receiving a wide array of responses that are difficult to compare and evaluate."

   Proposals will be evaluated based on the evaluation factors listed in Part 4 on page 22 of the RFP with points assigned based on a 1000 point scale weighted in the amounts listed.

2. "If a firm is selected for Phase I and the City decides to compete Phases II, III and/or IV, will the firm that performed the Phase I scope of work be allowed to compete for the additional phases?"

   Yes.

3. "Should the cost of the proposed remote management system be included in the Estimated Average Cost per LED retrofit per pole?"

   Yes. The cost of full implementation of the remote lighting control and monitoring to include training and commissioning shall be included in the cost proposal.

4. "What is the difference between Page 17, Phase I, Part 1(g) "description and modality of implementing the lighting control system" and Page 19, Phase III, Part 6 "description and modality of implementing the lighting control system?"

   The statement is the same for both Phase I and Phase III. Phase III is expected to have a great deal more detail.

5. "Please confirm that the Proposal Bond required is to be in the amount of five percent (5%) of the proposed fee for Phase I only."

   Yes, the Proposal Bond required is to be in the amount of five percent (5%) of the proposed fee for Phase I only.

6. “Please confirm that the required Performance Bond and Labor and Materials Bond to be furnished upon award shall be equal to one hundred percent (100%) of the proposed fee for Phase I only, and subsequent phases, if executed by the City, shall each require a separate Performance Bond and Labor and Materials Bond equal to one hundred percent (100%) of the proposed fee for the corresponding phase.”

   Performance Bonds and Labor and Materials Payment Bonds will be required for one-hundred percent (100%) of the amount for phases in which construction is required. (Phase I does not require construction. Actual construction happens in Phases III and IV).

7. “Please expand on the requirement for Phase III, Number 5, in regards to the testing required by the city.”

   The intention is for the proposal to include a description of what performance measures and what systems, .i.e. control system components, network reliability, fixture performance, will be included in the implementation.

8. “On Page 17, Phase 1, section 1(b), Does “work completed” refer to the existing historical record of maintenance works completed and open work orders for each fixture? If so, please confirm that the intention of this requirement is that Phase 1 should include the process for evaluation and status of previous work history?”

   No, “work completed” refers to areas for which Phase I Field Assessment and Inventory has been completed. The intention is for the evaluation of the proposal to verify that all lighted areas City-wide have been identified, looked at and included in the proposal evaluation and inventory.

9. “Please clarify the City’s answer to Question 18 in Addendum 1.”

   The intention is for the evaluation of the proposal to verify that all lighted areas City-wide have been identified, looked at and included in the proposal evaluation and inventory.

10. “It states that the city desires a schedule and benchmarks to meet the requirement of Phase 1, section 1(b). Based the separation of work defined in the various phases, we believe that this would not be possible to complete without the baseline analysis established during Phase I.”

    The development of the Preliminary Field Assessment and Inventory Plan should include a preliminary schedule to verify that all lighted areas City-wide have been identified, looked at and included in the proposal evaluation and inventory.

11. “In Addendum 1, the City's answer to Question #53 just addressed the 100HPS fixtures. It is not clear what wattage HPS fixtures are used for the other roadway types, and no information regarding pole configuration / spacing, mounting height, arm length, etc. was provided. In order to ensure that the proposals can be comparable, could the City please provide some general data to allow the proposers to run layouts utilizing the same criteria?”

    The clarification provided in Addendum 1 provides the criteria for all roadway classifications, pedestrian conflicts, and pavement type as well as national standards to be used as the basis for selecting LED lighting fixtures for each intended specific use. Please see the documents attached in the eProcurement system titled “COA_DPM” and “2005 Roadway Lighting Design Guide Charts”.

Alternate Lighting Control Request – Phillips CityTouch Control System

A request to submit an offer based on an alternative lighting control system was made. The alternate Phillips CityTouch Control system submitted **DOES NOT** meet the ROAM Specification in the RFP and is **NOT** an approved alternate for the following reasons:

- CityTouch system is a web application and data storage solution **"not an enterprise solution as defined in the RFP specifications".**
- Photocontrol shall have a maximum load rating of 1800VA/1000W **"Does Not meet the required load rating".**
- Photocontrol shall operate in -40 degrees to 185 degrees Fahrenheit (-40 degrees to 85 degrees Celsius) ambient temperatures **"Does not meet the required operating degree parameters".**
- Control Node Light Sensor utilized a programmed Lux level control **"Does not meet proto control standard requirements as defined in the RFP specifications".**
- Product warranty not listed.
- Neither a Street Lighting Projects list nor POC references were provided.

Alternate Lighting Control Request – Echelon

A request to submit an offer based on an alternative lighting control system was made. The alternate Echelon system submitted **DOES** meet the ROAM Specification in the RFP and **IS** an approved alternate for the following reasons:

- Listed project street lighting used nationally.
- System operates on a GIS topography.
- Allows multiple gateway interfaces, i.e. USB, Ethernet, Cellular.
- Provides peer to peer connections between devices to autonomous function.
- Data points monitored meets the RFP Specification.

The deadline for receipt of proposals has been extended until December 04, 2015 at 4:00 PM. Please note that the deadline for questions is now November 20, 2015 at 4:00 PM and the deadline for answers is now November 27, 2015 at 4:00 PM.

PLEASE REMEMBER THE TIME AND DATE OF CLOSING SHALL BE STRICTLY OBSERVED.

Please incorporate the change in this Addendum in the original RFP document. Sign and return this Addendum with your RFP response. Failure to acknowledge this Addendum may result in your offer being deemed non-responsive.

****

Acknowledged & Returned:

_____

Signature

_____

Printed Name Title Company

City of Albuquerque

Addendum #4

Solicitation Number: P2016000023

Evaluation and Implementation of Energy Efficiency and Reduced Maintenance on City Owned and Maintained Street Lighting

Deadline for Receipt of Offers: December 04, 2015 at 4:00 p.m. (Mountain Time)
The City eProcurement System will not allow proposals to be submitted after this date and time.

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division

The purpose of this Addendum is to answer all potential Offerors' questions:

1. We would like to know the current yearly maintenance costs for the current existing fixtures (including labor, materials, etc.) as one of the questions in Phase I requires us to provide the existing maintenance costs versus the proposed maintenance costs as the result of the Lighting Conversion Implementation Plan.

   Below are more precise amounts for **Non-Routine Maintenance**:

   2014: $158,098.67 (pre-tax)
   2013: $142,538.84 (pre-tax)
   2012: $146,245.29 (pre-tax)

   These figures do not include knock-downs, vandalism or theft.

   The cost of **Routine Maintenance** is built into Rate 20 amounts paid monthly.

   Estimate of O&M Included (per Unit Light Type) in Current Schedule 20 Light Rates

   - Monthly O&M costs Included in Current Monthly Schedule 20 Rates (Monthly kWh times $0.0132328 per kWh) multiplier.

   Schedule 20 Light Types and Sample kWh Costs

70 Watt High Pressure Sodium	31 kWh X $0.0132328	$0.41
100 Watt High Pressure Sodium	45 kWh X $0.0132328	$0.60
150 Watt High Pressure Sodium	67 kWh X $0.0132328	$0.89
250 Watt High Pressure Sodium	107 kWh X $0.0132328	$1.42
400 Watt High Pressure Sodium	165 kWh X $0.0132328	$2.18
175 Watt Mercury Vapor	73 kWh X $0.0132328	$0.97
250W Mercury Vapor Underpass	103 kWh X $0.0132328	$1.36
400 Watt Mercury Vapor	162 kWh X $0.0132328	$2.14

   For the purpose of calculating the routine maintenance, the built in routine maintenance cost is per fixture, on poles with multiple fixtures the routine maintenance cost would be additive based on the number of fixtures on the pole.

2. The RFP outlines the need for over 10 different roadway and arterial lighting designs. Does the city require all of these designs to be priced out? If so, which lighting design takes priority?

   For the purpose of this RFP the following design criteria shall be used to determine fixture selection.
   • Roadway classifications: Local Urban, Collector, Arterial, and Freeway.
   • Pedestrian conflict: High in downtown ABQ, Nob Hill, and Uptown shopping area.
   • Pavement Type: R3 for asphalt and R1 for concrete.

The RFP does not make specific reference to 10 different roadway and arterial lighting designs, however it does provide sample pole layout illustrations in Appendix A. Appendix B includes a product submittal form to be completed with the design criteria for the specific pole/fixture configuration identified during the field assessment. Group one **Rate 20 Non-Metered** and Group two **Rate 2A Metered** account data access information is provided in Appendix D.

3. How do we know if a light fixture is currently functioning? If that is not known, what assumptions should be made?

   For all **Rate 20 Non-Metered** accounts PNM fixed monthly charges are based on the wattage type, number of fixtures associated with the account, whether the light fixture is functional or not.
   For all **Rate 2A Metered** accounts PNM bases the monthly cost on kWh used, lamps that may have burned out may not be functioning, however the ballast is still consuming energy.
   For both rates the assumption should be made that all fixtures are functioning to calculate the existing kWh versus the proposed kWh proposed with the new LED fixtures.

4. Does the City have wattages and types for the decorative, City Owned, City Maintained lights?

   The metered light data set includes the decorative lights, wattage and number of fixtures. The most complete information regarding the included fixtures is addressed in Appendix D.

5. How do we ascertain in the field which fixtures are PNM owned/ PNM Maintained, City Owned/PNM Maintained or City Owned/City Maintained?

   All Rate 20 Non-Metered fixtures identified in the Rate 20 Data Set are maintained by PNM. The Rate 20 Data Set under tab Light_Owner identifies PNM and Customer (City of Albuquerque) ownership. Rate 20 Data Set includes X-Y coordinates for each pole.

   Rate 2A Metered fixtures are maintained by the City of Albuquerque. Meter locations are identified by address location of cabinet and meter number. Rate 2A Metered fixtures are identified by pole count and fixture type served by the specific meter.

6. Can the city provide the amount it pays in electricity for street lights per year and for the last subsequent 5 years?

   This information is not readily available.

7. Can the city provide current bills for each lighting type?

   This information is not readily available.

8. Under PNM Exhibit JCA-13: Does Table D5 replace PNM Rate 20 Component A?

   Under PNM Exhibit JCA-13: Table D5 does not replace PNM Rate 20 Component A. PNM Exhibit JCA-13: Table D5 is aligned with PNM Rate 20 Component C which stipulates Company Owned And Maintained LED Lighting and Customer Owned and Maintained Lighting (for unmetered lights where maintenance is not provided by PNM and is not included in the Monthly Charge).

9. Can you explain how the JCA-13 replaces PNM rate 20? More specifically, how tables and charts are substituted.

   PNM Exhibit JCA-13 does not replace PNM Rate 20; the addition of LED lighting in the rate is stipulated in the LED corresponding Tables.

10. Under PNM Exhibit JCA-13: On Table D4 is there a CAR Rate for LED Lighting for Customer owned/PNM Maintained?

    PNM Exhibit JCA-13: Table D4 does not include CAR Rate for LED lighting, however Table D4 does include language that directs you to Table D5:

    "For the purposed Customer Owned and Maintained Option, as well as the Company Owned and Maintained Option for LED Lighting, in order to allow for the maximum flexibility for what the customer chooses to have installed, the Company utilized a wattage range structure. Under this structure, based upon the wattage of each light that the customer selects under these two options (where the customer also provides to PNM information supporting the total wattage of customer owned lights to be installed), based on that information, those lights will; be billed under the appropriate wattage range depicted in Table D-5 below."

11. Define PNM North and PNM South? What differentiates the Rate Difference?

    PNM identifies Northern accounts from Belen through Albuquerque, Santa Fe, Las Vegas, Clayton and communities in between served by PNM. Southern accounts would be Socorro south. For the purpose of this RFP use current Northern Rate 20 and Rate 2A rates.

12. If there a SCHEMA with a joint server for PNM Lighting and City Owned Lighting that contractor could have access to during study?

    Appendix D provides instructions on accessing Rate 20 Non-Metered and Rate 2A Metered data sets to the GIS capable firms in addition to access for non-GIS capable firms.

13. Does the City expect respondents to include any sales and/or Gross Receipts tax in their estimates? If so, which taxes should be included and at what rate?

    All applicable taxes should be included at the rates defined by the appropriate taxing authorities.

14. The RFP does not include any requirements regarding proper environmental disposal of take-down fixtures during the LED fixture installation phase. Please clarify whether or not proper environmental disposal will be required and whether or not respondents should include any related costs in their cost estimates.

    The requirement of properly disposing of lighting components removed as part of the demolition during the new LED installation shall be the responsibility of the awarded vendor. Salvage waste stream requirements shall be put in place and identified in your approach to the task in your proposals.

15. Is it permissible to mark a specific page or section within the RFP technical response as "Confidential."

    Yes.

16. For online submission of the offer, please define what the City expects for:
    a. Recycle Status: All material must be new, but LEDs may be considered "Environmentally Friendly"

       The "Recycle Status" field is not applicable to this solicitation.

    b. Unit Price: Is this for Phase 1? Expected upgrade cost per pole?

       Unit Price should be the total cost for Phase I.

    c. Extended Price: is this for Phase 1? Total expected upgrade price?

       The eProcurement system will calculate the extended price based on the unit price entered.

17. Is it permissible to upload a document as a test to the eProcurement site, then remove it and replace it with the final submission before the submission deadline?

    Yes. Uploads may be changed up until the closing date and time.

18. How will the City ensure fair and open competition in light of the fact that PNM has just recently begun to review and approve additional LED luminaires for qualification for their LED rate cases?

    Several factors have been put in place to ensure fair and open competition and include but are not limited to the following.

- LED Fixtures for the purpose of this RFP are limited to those currently approved by PNM.
- The current LED fixtures in the rate case are limited to a few selections.
- The proposed rate case for LED fixtures does not include M&O imbedded in the rate structure.
- The City reserves the right to evaluate alternate LED fixtures should additional luminaries be approved by PNM prior to the start of Phase III.

19. Could the city please define the typical scenarios by application type and roadway classification, by current HPS wattage and distribution type, including your required lighting criteria? Some of the data points for these "typical" scenarios would be:

· Roadway width
· Number of lanes
· Median width
· Turning lane and width
· Luminaire mounting height
· Pole offset from the curb, mast arm length
· Whether the poles are same side, staggered, or across
· Distance from the roadway to the sidewalk
· Sidewalk width
· Roadway classification (local, collector or major)
· Pavement type (R1, R2, R3)
· Lighting criteria (average luminance or illuminance, uniformity ratio, veiling luminance)

We would need this for each typical application scenario along with the HPS wattage and distribution type, in order to have an apples to apples comparison of LED equivalents.

For the purpose of the RFP, the following design criteria shall be used to determine fixture selection.
• Roadway classifications: Local Urban, Collector, Arterial, and Freeway.
• Pedestrian conflict: High in downtown ABQ, Nob Hill, and Uptown shopping area.
• Pavement Type: R3 for asphalt and R1 for concrete. Please see the document attached in the eProcurement system titled "2005 Roadway Lighting Design Guide Charts" for more details.

Table 3-5a. "Illuminance and Luminance Design Values"

Additional references should be consulted in design for street lighting requirements as needed.
• IESNA American National Standard Practice for Roadway Lighting (ANSl/IES RP-8)
• NFPA National Electrical Code (ANSI/NFPA 70)
• IEEE National Electrical Safety Code (ANSI C2)
• AASHTO Roadway Lighting Design Guide, 2005

20. Will the City of Albuquerque be working towards having PNM review and approve additional luminaires that meet the requirements of the City of Albuquerque RFP after the Rate Cases have been approved?

    The City of Albuquerque fully expects to take advantage of any rebate potential available on PNM approved fixtures. The expectation is that fixtures implemented during Phase III become standardized.

21. Appendix A. Please confirm that all luminaires will require a dimmable driver with a ANSI C136.41 5/7-pin receptacle.

    Luminaire driver shall be dimmable, with an ANSI C136.41 5/7-pin receptacle, LED correlated color temperature to be 4000K, projected L70 > 100,000 hours with 6kV/3kA surge protection as specified in PNM's approved fixture selection.

22. Appendix B. Lighting Controls System – Please confirm the Gateway to Node Ratio for the Controls system is 2000 to 1.

    Appendix B3 H, e: identifies gateway required features as "supports up to 2000 nodes per gateway."

23. Appendix B. Please confirm the Metering Capability of the Node is required to meet the ANSI C12.20 Metering Capability of .50%.

    Metering capability shall conform to ANSI C12.20 Metering Capability of .50% revenue grade metering.

24. Appendix B. Please confirm that the selected Lighting Control System must have existing deployments that meet the installation size of the City of Albuquerque, 12,000+ control nodes. These deployments do not include "Pilot" programs.

    The City of Albuquerque requires that the proposed lighting control system must have existing deployments that meet the installation size of the City of Albuquerque's 12,000+ control nodes and must have been in operation a minimum of three years. Pilot programs are not acceptable.

ADDENDUM #4

PLEASE REMEMBER THE TIME AND DATE OF CLOSING SHALL BE STRICTLY OBSERVED.

Please incorporate the changes in this Addendum in the original RFP document. Sign and return this Addendum with your RFP response. Failure to acknowledge this Addendum may result in your offer being deemed non-responsive.

****

Acknowledged & Returned:

_____

Signature

_____

Printed Name Title Company